Wednesday, June 22, 2022
Development Review Committee

DEVELOPMENT REVIEW COMMITTEE AGENDA
PUBLIC NOTICE is hereby given that the Development Review Committee of Spanish Fork, Utah, will hold a regular meeting at the Spanish Fork City Council Chamber, 40 South Main Street, Spanish Fork, Utah, commencing at 10:00 a.m. This meeting is not available to attend virtually.

1. Approval of Minutes

Subject **A. May 18, 2022**

Meeting Jun 22, 2022 - Development Review Committee

Category 1. Approval of Minutes

Type Action, Minutes

File Attachments
minutes.drc.5-18-2022.pdf (1,328 KB)

Subject **B. May 26, 2022**

Meeting Jun 22, 2022 - Development Review Committee

Category 1. Approval of Minutes

Type Action, Minutes

File Attachments
minutes.drc.5-26-2022.pdf (1,286 KB)

Subject **C. June 1, 2022**

Meeting Jun 22, 2022 - Development Review Committee

Category 1. Approval of Minutes

Type Action, Minutes

File Attachments
minutes.drc.6-1-2022.pdf (925 KB)

2. Site Plan

Subject **A. ACTIVE AUTO. The proposal involves commercial development of a site located at 3381 North Main Street.**

Meeting	Jun 22, 2022 - Development Review Committee
Category	2. Site Plan
Type	Action, Discussion

File Attachments
report.drc.activeauto.6-22-2022.pdf (5,026 KB)

3. Conditional Use Permit

Subject	**A. AT&T AT HUNTERS CROSSING. The proposal involves building a new 80 foot tall cell tower to be located at 2505 East Canyon Road.**
Meeting	Jun 22, 2022 - Development Review Committee
Category	3. Conditional Use Permit
Type	Action, Discussion

File Attachments
report.drc.at&tathunterscrossing.6-22-2022.pdf (5,208 KB)

4. Zone Change and Preliminary Plat

Subject	**A. LELAND MEADOWS SUBDIVISION. The proposal involves changing the current Zone from R-R to R-3 and R-1-15 in conjunction with the development of 240 residential lots and cottage units as a Master Planned Development located at approximately 1550 West 900 South.**
Meeting	Jun 22, 2022 - Development Review Committee
Category	4. Zone Change and Preliminary Plat
Type	Action, Discussion

File Attachments
report.drc.lelandmeadows.6-22-2022.pdf (36,822 KB)

Subject	**B. JUNIPER RIDGE TOWNHOMES. The proposal involves changing the current Zone from R-R to R-3 in conjunction with the development of 51 townhomes as a Master Planned Development located at approximately 350 West Woodland Hills Drive.**
Meeting	Jun 22, 2022 - Development Review Committee
Category	4. Zone Change and Preliminary Plat
Type	Action, Discussion

File Attachments
report.drc.juniperridge.6-22-2022.pdf (40,936 KB)

5. Title 15 Amendments

Subject	**A. AGRICULTURE PROTECTION AREAS. Proposed amendment to allow for the creation of agriculture protection areas.**
Meeting	Jun 22, 2022 - Development Review Committee
Category	5. Title 15 Amendments
Type	Action, Discussion

File Attachments
DRAFT Agriculture Protection Areas.pdf (60 KB)

Subject	**B. ENVIRONMENTAL PROTECTION. Proposed amendment to adopt additional environmental protection standards.**
Meeting	Jun 22, 2022 - Development Review Committee
Category	5. Title 15 Amendments
Type	Action, Discussion

File Attachments
Proposed Title 15 Part 5 Environmental Standards (revison08).pdf (164 KB)

6. Construction Standards

Subject	**A. CONSTRUCTION STANDARDS 22.02. Proposed amendments to Policy 4.39 of the Construction Standards.**
Meeting	Jun 22, 2022 - Development Review Committee
Category	6. Construction Standards
Type	Action, Discussion

File Attachments
Proposed Construction Standards Revisions (22.02).pdf (1,717 KB)

7. General Plan Amendment

Subject	**A. TRANSPORTATION ELEMENT OF THE GENERAL PLAN 22.03. The proposal involves a revision to the Transportation Master Plan.**
Meeting	Jun 22, 2022 - Development Review Committee
Category	7. General Plan Amendment
Type	Action, Discussion

File Attachments
22.03 TMP DRC Memo (effective January 1, 2023) - Dillon Muirbrook.pdf (310 KB)

8. Adjourn

Draft Minutes
Spanish Fork City Development Review Committee
40 South Main Street
Spanish Fork, Utah 84660
May 18, 2022

Staff Members Present: **Chris Thompson**, Public Works Director; **Seth Perrins**, City Manager; **Dave Anderson**, Community Development Director; **Brandon Snyder**, City Planner; **Kimberly Brenneman**, Community Development Secretary; **Vaughn Pickell**, City Attorney; **Marcie Clark,** Engineering Division Secretary; **James Darling**, Engineering SWMPA; **Zach Hendrickson**, Outside Plant Manager; **Jake Theurer**, Power and Light Superintendent; **Garrett Elmer**, Power and Light Assistant Superintendent; **Bart Morrill**, Parks Maintenance Supervisor. **John Little**, Chief Building Official, **Kasey Woodard**, Division Secretary. **Jason Turner,** Fire Marshall

Citizens Present: Ryan Christofferson, Shawn Herring, BJ Ryan, Scott Peterson, Howie Nelson.

Chris Thompson called the meeting to order at 10:00 A.M.

FINAL PLAT
ESCALA PLAT B

Brandon Snyder stated that this is the second and final phase of an overall project and there are no concerns.

Dave Anderson stated that this phase will finish the improvements on the west side of Del Monte aside from a small gap on the south end. He said we will work on trying to fix this.

There was discussion on whether the developer would be connecting the sidewalk to curb and gutter or leaving a gap.

Dave Anderson said it is not just the sidewalk but it's also curb, gutter and road improvements.

BJ Ryan said they paved the main road, did road widening, and then they will work on the trails for park space.

Chris Thompson said they can apply for reimbursement from the City within 90 days after completion and the City will provide a Pioneering Agreement. If the deadline is missed, they will no longer be eligible for reimbursement.

Dave Anderson **moved** to approve the proposed Escala Plat B Final Plat based on the following findings and conditions:

Findings:

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

Conditions:

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

Jake Theurer **seconded** and the motion **passed** all in favor.

MINOR PLAT AMENDMENT
PINE VIEW PLAT B

Brandon Snyder stated that there are a couple redline items to be worked through, with one of the conditions being to provide the requested road dedication area. He said it was his understanding that there are improvements to be done at a later date. He said staff have discussed the road widening on 700 South, whether the Council would want the street stub to remain, and a trail cross section on the north side of the road that needs to be accommodated in the road dedication.

James Darling said there are still right of way issues being worked on.

Dave Anderson stated that he had a discussion with the applicant's engineer about a couple of changes to the plat that involve providing dedication for the build out right of way for 700 South. He stated this is the best time to take action and have the road dedication done for any future improvements, even if the City is not acquiring the road at this point in time.

Dave Anderson **moved** to approve the proposed Pine View Plat B Minor Plat Amendment based on the following finding and conditions:

Finding:

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

Condition:

1. That the applicant meets the City's Zoning Requirements and Construction Standards.
2. That the applicant addresses any red-lines.
3. That the plat be modified to provide the requested road dedication area.

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

MINOR SUBDIVISION PLAT
NELSON MEADOWS PLAT A

Brandon Snyder stated the property is located in a corner lot on 1700 East and Canyon Road, the applicant is looking to subdivide into 3 parcels. There is an existing house that would remain on lot 2, another lot was created on the north corner, and lot 3 proposed on the east side of the property that has an existing accessory building with access to Canyon Road. He said he reviewed the comments from Michael Clark that requested on Canyon Road, the cross section called for a 6 feet wall within the site triangle. He stated that the applicant has made modifications to the accessory building that meet setbacks and lot coverage requirements. He said another concern that needs to be addressed is that staff does not want the accessory building without an approved structure.

There was discussion about the applicant's intent to build a house on lot 1, if it will fit, and if the garage will be placed on the south side and if they want to keep the driveway where it is placed.

Chris Thompson said he is not behind this Site Plan as there cannot be a driveway on the north corner of lot 1 as it would be too close to an arterial and collector road and would be too dangerous. He suggested the removal of the single driveway plan and doing a shared driveway with lots 1 & 3 as the existing house on lot 2 has its own driveway.

Jason Turner stated that there needs to be emergency vehicle access to the area of at least 20 feet wide. He said they need to be able to access the existing building with fire hoses from wherever they have to park their vehicles.

There was discussion if moving the driveway would solve this issue as it will give 110 feet. Jason Turner stated as long as first responders would be able to pull a fire engine into the area, but it must be rated to hold a fire apparatus without busting out the concrete or damaging asphalt. He said that if the area isn't wide enough for a fire apparatus to access, then the existing building needs to have fire sprinklers, or another form of fire protection.

Seth Perrins said he does not feel this is quite ready as there are a handful of concerns and he feels staff needs more time to review this and do more research to address the emergency vehicle access points and turn around width. He said the City is trying to fit it in with existing structures. If the accessory building were removed, he feels it would solve a lot of problems for the applicant and enhance the side lot by giving it different lot lines and a different layout entirely - making development easier for the applicant.

Dave Anderson said the property is zoned for lots that can accommodate single family homes around 9000 square feet in area that meet certain lot widths and lot depths requirements. He feels this is the only thing that he can see where it does not meet the City's requirements.

Tom Cooper said if the driveway is built along the property line, there are current electrical plans for a transformer to be built on that property line. They will need to adjust the location of the transformer so it is outside of the driveway area, and there will need to have protection put up around it as well.

Howard said he is willing to tear the shop down if he can do a shared driveway from the existing house on lot 1.

Dave Anderson said there is not enough frontage, and Spanish Fork requires frontage if you are located on a public street. Dave Anderson said that all 3 lots are eligible for rentable, accessory apartments if the applicant can meet the parking requirements.

There was discussion about the use of the property.

Howard Nelson stated that it is his intent to use the property for his home and work and using part of the property in a commercial manner with storing materials and have employees come to the property for supplies.

It is stated that is not allowed within Spanish Fork City as there will be too great of an impact to the residential area.

Dave Anderson **moved** to continue the proposed Nelson Meadows Plat A Minor Subdivision Plat to the City Council based on the following finding and conditions:

Finding:

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

Conditions:

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

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

SITE PLAN
MOUNTAIN COUNTRY FOODS PLANT 3

Brandon Snyder said this is taking an existing piece of property and making road connections and improvements. The applicant is proposing a reload dedication plat with the Site Plan, he stated that there are a few redline clarifications that are being worked on with the applicant. He stated this will be a large warehouse that will be 200,000 square feet with around 150-200 employee parking stalls.

James Darling said there are a few minor redlines that they are currently working on but there are no major issues. He stated they are working on the storm drain to connect it out on 1900 North and over to Main Street. He stated they are working on having the sewer flow south to the existing current line along the tracks.

Chris Thompson asked James Darling if there is a DAF building location as that was a concern and it is needed from the beginning with this.

Seth Perrins said he does not think there is a DAF building included in the Site Plan and feels that is something that needs to be addressed in the comments. He stated that if the applicant wants to get it to the trunk line, they need to address pretreatment capabilities.

Dave Anderson stated that the applicant has a contract and if they do not start construction soon, it will create significant issues with regard to the contract. It is

imperative they begin concrete work, and he proposed a pre-approval and asked if it would interfere with anything.

Chris Thompson suggested making an approval condition that a DAF will be in place prior to construction.

Seth Perrins stated that he would be comfortable with this idea, and he feels it will be in staff's best interest to meet with the applicant's engineer regularly to address these concerns.

Dave Anderson suggested not approving the Site Plan until improvements like sewer treatments are in. He said they should allow John Little to issue a building permit for some of the fundamental concrete work. DAF equipment is on order and can provide a delivery date.

Dave Anderson **moved** to continue the proposed Mountain Country Foods Plant 3 Site Plan.

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

ZONE CHANGE AND PRELIMINARY PLAT
ARROWHEAD SUBDIVISION

Brandon Snyder stated that the applicant has submitted a Zone Change application with a Preliminary Plat application for the master planned development. The Zone Change application will expand the commercial area, with the remaining portion of the property being subdivided for residential lots. He stated that it has been previously noted there is no park space or open space plan. He said Michael Clark had additional questions he would like addressed, including trying to avoid double frontage lots.

There was discussion that the City does not want streets developed half at a time.

Scott Peterson stated that it is their intent to do the length of the road not width.

Chris Thompson stated that the DRC does not want reduced width on intersections that come to a T as there is no reason to slow down traffic that comes to a T.

Brandon Snyder said the Planning Commission will likely want to see the street tree plan, and possibly discuss uniform fencing around the perimeter of the development.

Scott Peterson said they wanted to do something that will preserve the views that include look out over the River Bottoms.

Dave Anderson asked if they can propose what they would like to have done. He said he would like fencing to be uniform across the development. He would be comfortable with something other than a 6-foot masonry wall because that will be durable and will look good. He asked if they have any issues with building it and if it is on the slope.

Scott Peterson said the property line is located on top of the slope, so he is confident that it should be fine. He stated that the houses are set back and will give privacy to residents from the neighboring road.

There was discussion of the environmental oversight plan and that plan defines how they go about helping Sunroc review what testing is done on site, and what is done when something is found. Scott Peterson said the plans are ready to go to the Planning Commission.

Brandon Snyder said there was a request for the setback reduction of 20 feet on the rear and 5 and 10 feet on the sides. He stated the Planning Commission has been wanting to see housing details as to why the reductions are needed.

There was discussion of the timeline on movement with the operation and it was stated that some lots are taking longer as they are waiting on soil reports. Mid-June to July is the expected timeline.

Scott Peterson said he spoke with Tyler at Sunroc and he gave a timeline of July which will be before ground is broken. He said the paving was done earlier this week. They have done mass grading. They have done really large digs for remediation to tie the scope down.

Dave Anderson **moved** to recommend approval of the proposed Arrowhead Subdivision Zone Change and Preliminary Plat to the City Council based on the following findings and subject to the following conditions:

Finding:

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

Condition:

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 provides an Environmental Oversight Plan for the City's review and approval.
4. That the applicant modifies the plat to remove the internal double frontage lots.
5. That the applicant clarifies what improvements will be made at the intersection of Del Monte and Cal Pac Avenue.

Jake Theurer **seconded** and the motion **passed** all in favor.

John Little moved to adjourn the meeting at 11:30 a.m.

Adopted:

Kasey Woodard
Community Development Division
Secretary

Draft Minutes
Spanish Fork City Development Review Committee
40 South Main Street
Spanish Fork, Utah 84660
May 26, 2022

Staff Members Present: **Chris Thompson**, Public Works Director; **Dave Anderson**, Community Development Director; **Brandon Snyder**, City Planner; **Kimberly Brenneman**, Community Development Secretary; **Vaughn Pickell**, City Attorney; **Michael Clark**, Assistant City Engineer; **Jered Johnson**, Engineering Division Manager; **Shelley Hendrickson**, Engineering Division Secretary; **Zach Hendrickson**, Outside Plant Manager; Jake **Theurer**, Power and Light Superintendent; **Bart Morrill**, Parks Maintenance Supervisor. **John Little**, Chief Building Official, **Kasey Woodard**, Division Secretary.

Citizens Present: Josh Jackson, Jonathan Van Wagner, Troy Anderson, Heather Scott.

Chris Thompson called the meeting to order at 9:00 a.m.

SITE PLAN
ALRIG-OIL CHANGERS

Brandon Snyder stated that all items today are related to the Canyon Gate Development, which is located north of the neighborhood Walmart. He stated that there are 4 of the remaining 5 pad sites that are looking forward to site plan and building permit approval. He said there have been a few items that have held up the process from moving forward. There are questions on utilities, power, improvements and looping in a second access road. He stated that staff has worked more in depth with issues related to potential future parking composition of the development, and if it develops at a higher parking rate it will create occupancy issues. He feels the most important concern to be discussed today will be the second access, it was his understanding they are close to coming to an agreement with the property owner to loop back through and make the connection to pad F. He stated that the direction that the DRC has given is that the City needs an agreement in place that will allow for construction for access so there will be no concerns if they obtained occupancy.

Chris Thompson stated that the main access needs to be on the plans and in place and the access needs to be paved completely in order for them to open. He said they cannot have the main access to the stores coming from the back parking lot of Walmart.

Josh Jackson stated that Heather Scott who is representing Alrig has agreed to front the cost to install pad E based on previous conversation he has had with her. He stated the agreement they need in place is being drafted by Heather Scott's attorney and should be completed soon. He stated there will be an agreement in place from the developer that would allow them to build the road, be reimbursed. The understanding is that the Certificate of Occupancy for Pads E, F, G and Iceberg will be tied to the road being installed, allowing them to open up.

Vaughn Pickell said he doesn't know if all the pads need to be included as one of the pads already has multiple access points.

Chris Thompson said there are going to be customers that cannot gain access to the pads due to an island being in the way and they will be forced to drive through Walmart's parking lot to access them. He said there are times where semi-trucks or commercial vehicles are even blocking the access points and it becomes a cause for concern as other traffic slows. He feels this is a bad traffic plan and agrees that this agreement is what is needed to make this work.

Brandon Snyder said there needs to be continued coordination between Alrig and Iceberg, for example he is hoping there will be a shared dumpster agreement in place. Otherwise, he suggests staff ensure that will be secured, and ensure that each developer has the others latest set of plans to avoid any discrepancies.

Chris Thompson asked if all sites have shared access. It is stated that they do.

Dave Anderson stated that he would like to have someone representing power speak on each of the different pads to ensure all parties understand the expectations from the City.

Jake Theurer said two pads have power and have been completed for phase one of the development to the middle of Iceberg's lot and needs to be completed to pad F.

Troy Anderson said their electrical engineer showed a transformer on the plan, and they were under the assumption that it was the City or power company, or whoever built the transformer to be back billed for the power installation.

Jake Theurer said this was the responsibility of the developer and should have been completed in phase 2 with the rest of the development, but was never installed. He stated this was never completed with phase 2 of this project, and he feels the developer did not see it being necessary to finish it out at the time and then sold off the lots before power was installed and the City would like to see this completed. He stated that there is power that needs to be installed and there needs to be discussion of what the shared cost will be to the pod owners.

There was discussion on whether the City had suggestions on how to complete this without a developer and Chris Thompson stated they would complete it the same way they are doing the road. It is stated all of the owners of the undeveloped pads need to pitch in extra money to cover the cost of the power installation that should have been completed by the developer in phase 2.

Dave Anderson said when staff talks about phase 2, they are referring to requirements that will be imposed with the site plan level because they did not require these as part of the subdivision. He said the subdivision proceeded, the lots were created, and the understanding staff had with PMJ was that all the issues being discussed today would be addressed with site plans. He stated that there was the expectation that the developer would be playing the role of the master developer and for whatever reason they are no longer playing that role. He stated that it was not expected and now the responsibility falls to the individual lot owners that purchased the lots from the developer.

Chris Thompson stated that in order to build they need all power systems throughout the developments. They cannot have power coming from one direction and then dead ending at Iceberg. He stated that because of that all the pad owners need to work together all to power in for very similar reasons to why they are building the road.

Jake Theurer stated that the City can install the power and then do a pioneering agreement on it if all the property owners can work together and then they will be reimbursed.

Vaughn Pickell stated that if you buy an unimproved property, you must improve it before you are able to develop on it.

Jonathan Van Wager said they will have to work together with the other pad owners to come up with an approved power plan by the power department in place and have it brought to the council.

Dave Anderson said he believes the pioneering agreement for the power will be easier than the pioneering agreement for the road. He thinks it will be the easiest solution for all parties involved.

Chris Thompson said that whoever needs the power will fund the cost and then be reimbursed as other developments tie on. The City needs two directions to provide the power threshold. He believes that this would be the most financially fair solution to all lot owners.

Jake Theurer said he believed Tom Cooper had already quoted the costs for the power plans but did not include the conduit installation.

There was discussion that there can be no permits issued without fees being paid and Dave Anderson stated that the city is understanding of the lot owners that were sold unimproved lots and he appreciates their patience.

Chris Thompson stated that they should allow for the first building permit to apply for the pioneering agreement so the City knows how much to charge with each building permit as long as the road access and power are either paid or bonded for.

Josh Jackson asked if it is possible to assess the fees specific for each pad and Chris Thompson said there can be an amendment to the agreement later. But he states that he is unsure on whether that will be enforceable or not. The City will try.

Brandon said there will be a hydrant that will be relocated and his suggestion is making sure any landscaped curb and curb radiuses are coordinated into the plan so that it does not need to be resolved in the field, it can be resolved now.

There was discussion that Alrig's use does not produce a large amount of trash to necessitate a dumpster being on their property and ask if Iceberg can have their own separate enclosed dumpster for their property.

Brandon Snyder said that it was discussed that there was a shared parking plan in place as well as shared dumpsters in place. He stated that pads F and G could share a dumpster and that would free up 2 additional parking spaces, but if they place a dumpster on Iceberg then there are lost additional parking spaces. He suggests revisiting the parking plan for the site and scrutinize future uses as they come to ensure there is still adequate parking available.

It was discussed that the island on Icebergs property could be removed and have a dumpster added to the plan instead.

Brandon Snyder stated that Iceberg is an irregularly shaped lot and there will be additional landscaping that will be required along Highway 6.

Troy Anderson stated that Iceberg has a large amount of landscaping included into their plans and he doesn't feel it is unreasonable to scale the landscaping back to accommodate one dumpster and Dave Anderson agreed and stated that it is not ideal but it can work since Alrig does not need a dumpster. Iceberg said they could incorporate their own dumpster and asked if they could be given leeway of 150 square feet in landscaping to accommodate a dumpster.

Michael Clark said there is an ADA accessibility, but does not go anywhere to Alrig. It goes in front of where cars will be parked waiting for an oil change.

Vaughn Pickell **moved** to approve the proposed Alrig-Oil Changers Site Plan based on the following finding and conditions:

Finding:

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

Conditions:

1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the Site Plan allows for the City to have a traffic study to evaluate circulation and access needed.
3. A second access be provided prior to occupancy.
4. The power will be completed before the Building Permit may be issued.
5. The applicant may apply for a pioneering agreement for reimbursement for the remaining unimproved lots that will be initially estimated cost which could be amended later to the actual cost.
6. They applicant either build or bond for the road and power improvements with the project.
7. That the applicant addresses any red-lines which includes relocating the curb between Alrig and Iceberg or whoever is first to develop.
8. The applicant coordinates ADA access with the eastern neighbor and adds 3-4 ADA ramps on their own sites to give pedestrian access to the south.

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

CANYON GATE PAD G

Brandon Snyder stated that this pad is the pad to the west of the existing fuel station, the applicant is looking to rearrange the existing access and have it shifted to the south. He said there was a drive through added that was not on the original design. He stated that staff would need the enclosure details included with the building permit.

Jonathan Van Wager said this is going to be a soda mix/cookie drive through and it is stated that they need to have larger truck turn areas as there are larger trucks in Spanish Fork.

Jered Johnson **moved** to approve the proposed Canyon Gate Pad G Site Plan based on the following finding and conditions:

Finding:

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

Conditions:

1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant addresses any red-lines.
3. That the Site Plan allows for the City to have a traffic study to evaluate circulation and access needed.
4. That a second access be constructed prior to occupancy.
5. The power will be completed before the Building Permit may be issued.
6. The applicant may apply for a pioneering agreement for reimbursement for the remaining unimproved lots that will be initially estimated cost which could be amended later to the actual cost.
7. They applicant either build or bond for the road and power improvements with the project.

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

CANYON GATE PAD F

Brandon Snyder said this pad is located north of Walmart and the applicant would be completing connections and would have a standalone building and parking.

It was discussed there could be a possible restaurant built on this pad.

Josh Jackson stated that there has been talks of a fitness center on two of the spaces, a small restaurant on one that has drive through access. He stated that nothing is finalized that he has heard from the owners of the pads.

Jered Johnson moved to approve the proposed Canyon Gate Pad F Site Plan based on the following finding and conditions:

Finding:

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

Conditions:

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

3. That the Site Plan allows for the City to have a traffic study to evalaute circulation and access needed.
4. That a second access be constructed prior to occupancy.
5. The power will be completed before the Building Permit may be issued.
6. The applicant may apply for a pioneering agreement for reimbursement for the remaining unimproved lots that will be initially estimated cost which could be amended later to the actual cost.
7. They applicant either build or bond for the road and power improvements with the project.

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

ICEBERG DRIVE INN

Brandon Snyder stated that the current plan from Iceberg would need to be updated to include the additional landscaping beyond the trail.

It was discussed that Walmart is in the process of updating their landscaping plan on their frontage as well.

Tom Cooper said the frontage along the west side of Iceberg will have the impact from installing power, and so that work needs to be completed before any grading or landscaping can be started.

Josh Jackson asked who they would coordinate with for the bond and pioneering agreement in regards to power and road access. It was stated that they will coordinate for Michael Clark in engineering.

Jered Johnson **moved** to approve the proposed Iceberg Drive Inn Site Plan based on the following finding and conditions:

Finding:

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

Conditions:

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

3. That the Site Plan allows for the City to have a traffic study to evalaute circulation and access needed.
4. That a second access be constructed prior to occupancy.
5. The power will be completed before the Building Permit may be issued.
6. The applicant may apply for a pioneering agreement for reimbursement for the remaining unimproved lots that will be initially estimated cost which could be amended later to the actual cost.
7. They applicant either build or bond for the road and power improvements with the project.

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

Dave Anderson moved to adjourn the meeting at 10:08 a.m.

Adopted:

Kasey Woodard
Community Development Division
Secretary

Draft Minutes
Spanish Fork City
Development Review Committee
40 South Main Street
Spanish Fork, Utah 84660
June 1, 2022

Staff Members Present: **Seth Perrins**, City Manager; **Brandon Snyder**, City Planner; **Kimberly Brenneman**, Development Coordination Manager; **Michael Clark**, Assistant City Engineer; **Jered Johnson**, Engineering Division Manager; **Marcie Clark**, Engineering Division Secretary; **Zach Hendrickson**, Outside Plant Manager; **Tom Cooper**, Power and Light Senior Utility Planner; **Bart Morrill**, Parks Maintenance Supervisor. **John Little**, Chief Building Official.

Citizens Present: Josh Jackson, Jonathan Van Wagner, Troy Anderson, Heather Scott, Clark F. Conway, Nate Beiner, Jackie Larson, Joseph Earnest, Danny Lange, Mark Stevenson, Andrew Goodman.

Chris Thompson called the meeting to order at 9:00 a.m.

ANNEXATION

Stephens-Hill Annexation

Seth Perrins thinks it is appropriate to consider the proposed annexation as it is within the Growth Boundary.

Seth Perrins **moved** to recommend acceptance of the Stephens-Hill Annexation to the City Council for further study based on the following finding and condition:

Finding:

1. That the subject property is located within the City's Annexation Policy Boundary.

Condition:

1. That the key issues be studied by staff in the feasibility study.

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

TITLE 15 AMENDMENTS

Irregular Shaped Lots

A current property owner is looking to do an addition to his property for an irregular shaped lot. Dave Anderson, Brandon Snyder and John Little discussed the issue and felt that reducing the average setback on an irregular shaped lot from 25 feet to 20 feet would be appropriate. They want any revised language to make clear that the structure may be no closer than 15 feet from the rear property line.

Michael Clark asked if this is an issue that comes up frequently in reviews.

John Little stated the Building Department uses the irregular shaped lot measurements once or twice a year.

Jered Johnson stated if the Building and Planning Departments are comfortable with the amendment, then he is comfortable.

Jered Johnson **moved** to recommend approval of the proposed Title 15 Amendment of Irregular Shaped Lots to the Planning Commission reducing the average setback on an irregular shaped lot from 25 feet to 20 feet.

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

PRELIMINARY PLAT

Quick Quack Highway 6 Spanish Fork Parkway

Brandon Snyder gave a quick reminder that the next two items are for Preliminary Plat approval only. With these items they are going a bit quicker than the typical process and may have a few more items that will need to be resolved.

The Quick Quack subdivision would divide the property into three lots. There has been a lengthy discussion about the roundabout with the City and the applicant. The Preliminary Plat would go to the Planning Commission for approval. The next step would be then

submitting a Final Plat application. Some of the issues can be addressed with the Final Plat that include easements, trail location and utilities.

Seth Perrins stated that his concern is to make sure that the lots develop in a sequential way. This is to ensure development occurs in an orderly fashion to avoid a similar situation within the City in the future.

Brandon Snyder stated that to the benefit of the applicant they have a Final Plat drawn already with accesses to all lots and easements

Joseph Earnest stated they will be putting in the access easements on lots 3 and 1 along with the roundabout. He stated that they will be putting in the curb cut on lot 3. To do the trail he would need to ask the property owner for lot 1 and 3 to install the trail.

There was discussion of the timing of the access improvements. The roundabout will be constructed in full to the sidewalk.

John Little asked if the utilities will be stubbed for lot 1 and 3.

Joseph Earnest stated he could have a conversation with Holiday Oil, who he is purchasing the property from.

Michael Clark stated the trail is shown on the plans, but it needs to be made sure there is an easement and the plan is updated to put the trail in the correct location, no longer along Highway 6. Michael stated that there needs to be a couple changes that the civil engineer can review and then meet with Michael to find the middle ground. The traffic study may have indicated that it was if the access was a full access and not a restricted access. Michael also asked that the civil engineer double check the auto for the second access for a truck to maneuver. The last concern raised is that the plat shows a north easement, but on a concept plan there is a building shown on the north. There was discussion that the access easement is not needed, but the lines are underground if maintenance is needed. The easements will need to stay, but they can be reduced in width.

There was additional discussion regarding access to the substation site.

Seth Perrins stated now is the time to get in writing the new design of the fence to allow for a back gate for egress and who will be responsible for the improvements as well as timing of the improvements.

Michael Clark recommended that the applicant reach out to the traffic engineer to amend his study if it was based on a full access and not a restricted access.

Brandon Snyder **moved** to recommend approval of the proposed Quick Quack Highway 6 Spanish Fork Parkway Preliminary Plat to the Planning Commission based on the following finding and conditions:

Finding:

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

Conditions:

1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant addresses any red-lines.
3. That the applicant finalizes the roundabout design and layout with the City and that any updates be reflected on the plat.
4. That the applicant address the traffic study findings with the engineering department regarding access and spacing.
5. That the applicant address the timing and phasing and improvements to the site in writing.
6. That the applicant address any utility access elements with Public Works.

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

El Tenedor Logistics Center Preliminary Plat

The Preliminary Plat has a lot of details that are typically shown with a Final Plat or Site Plan. With that there will be additional review time needed by staff. The Preliminary Plat will be creating 6 lots for industrial development. There is also an internal road access to the lots. The Planning Commission is the approving body for a standard Preliminary Plat application. The current property has 4 residents and Brandon Snyder would like to see a phasing plan of when the residences will be demolished.

Michael Clark stated the applicant needs to work with the Irrigation District for the existing ditch that runs in the area. There is a water line in the area but no pressurized irrigation.

Jered Johnson stated there are many connector agreements in the area that are planned to be approved by the City Council and recorded on June 21, 2022.

Tom Cooper stated that they have been working with the developer to upgrade the substation in the area and the various circuits that need to be improved, detailing the lines that are reimbursable and the ones that are not.

John Little asked about the small lot 6, and if it will be landscape or a remnant property.

The applicant stated they are not sure what will become of that property right now as it is an awkward shape and size.

The road will be a half road plus 12 or 13 feet. Michael Clark appreciated the phasing plan provided by the applicant.

Brandon Snyder **moved** to recommend approval of the proposed El Tenedor Logistics Center Preliminary Plat to the Planning Commission based on the following finding and conditions:

Finding:

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

Conditions:

1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant addresses any red-lines.
3. That the applicant coordinate with Public Works and Engineering with any connector or pioneering agreements in the area.

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

SITE PLAN

Active Auto

Brandon Snyder stated the previous layout and design had an access and was asked to revise and amend the access to consolidate to the south access, per Chris Thompson.

The applicant stated they should have the full landscape drawings that address the comments.

Tom Cooper stated that a pre-construction meeting was held and site work has already begun.

Jered Johnson stated that there are some boxes that need to be relocated, they may be power or they may be communication.

Brandon Snyder stated that an additional landscape island needs to be added as there are now 24 parking stalls in length.

The applicant is waiting for the landscape architect to complete the designs.

Brandon Snyder stated there are enough items that need to be updated and addressed that he would not feel comfortable with this moving forward.

It was discussed that footings and foundation can be poured.

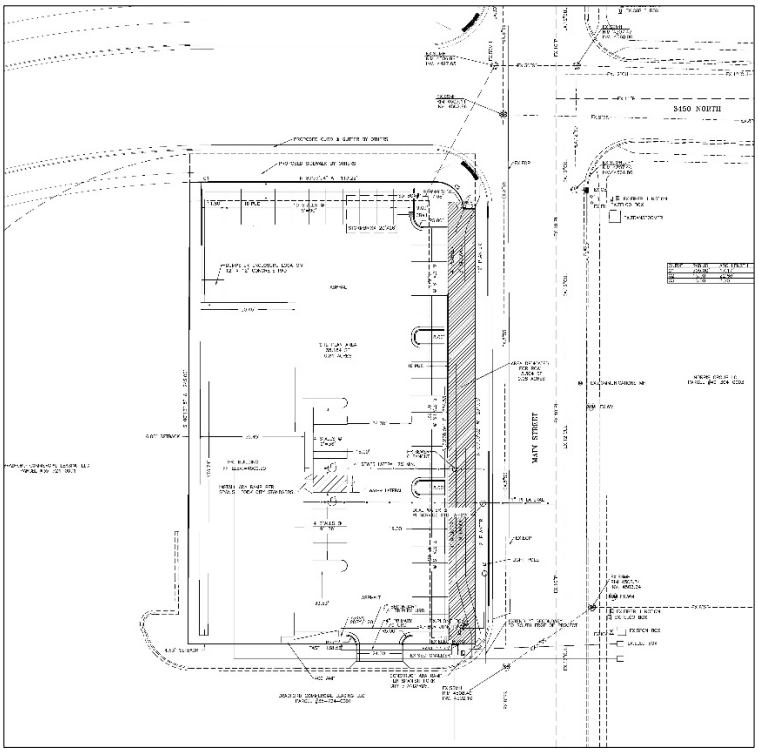
Jered Johnson **moved** to continue the proposed Active Auto Site Plan until the plans have been updated.

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

Seth Perrins moved to adjourn the meeting at 11:05 a.m.

Adopted:

Kimberly Brenneman
Development Coordination Manager





Active Auto Site Plan Approval Request

June 22, 2022, Development Review Committee meeting.

Located at 3381 North Main Street, including 0.91 acres.

The subject property is zoned I-1.

The applicant has requested that a Site Plan be approved. No outdoor storage is proposed by the applicant.

Key Issues

1. Easements.
2. Road Dedication.
3. Power.

Exhibits

1. Civil Plans.
2. Landscaping Plan.
3. Elevations.

Recommendation

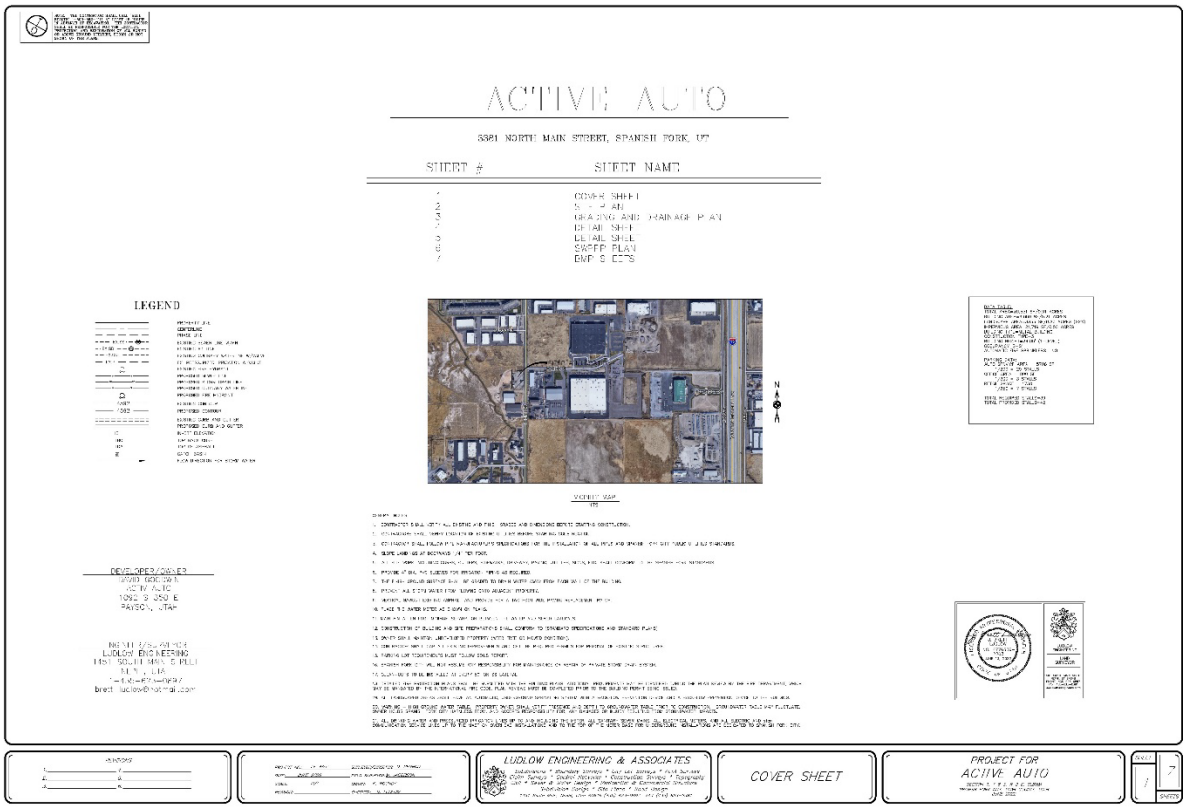
Staff recommends that the proposed Site Plan be approved based on the following findings and subject to the following conditions:

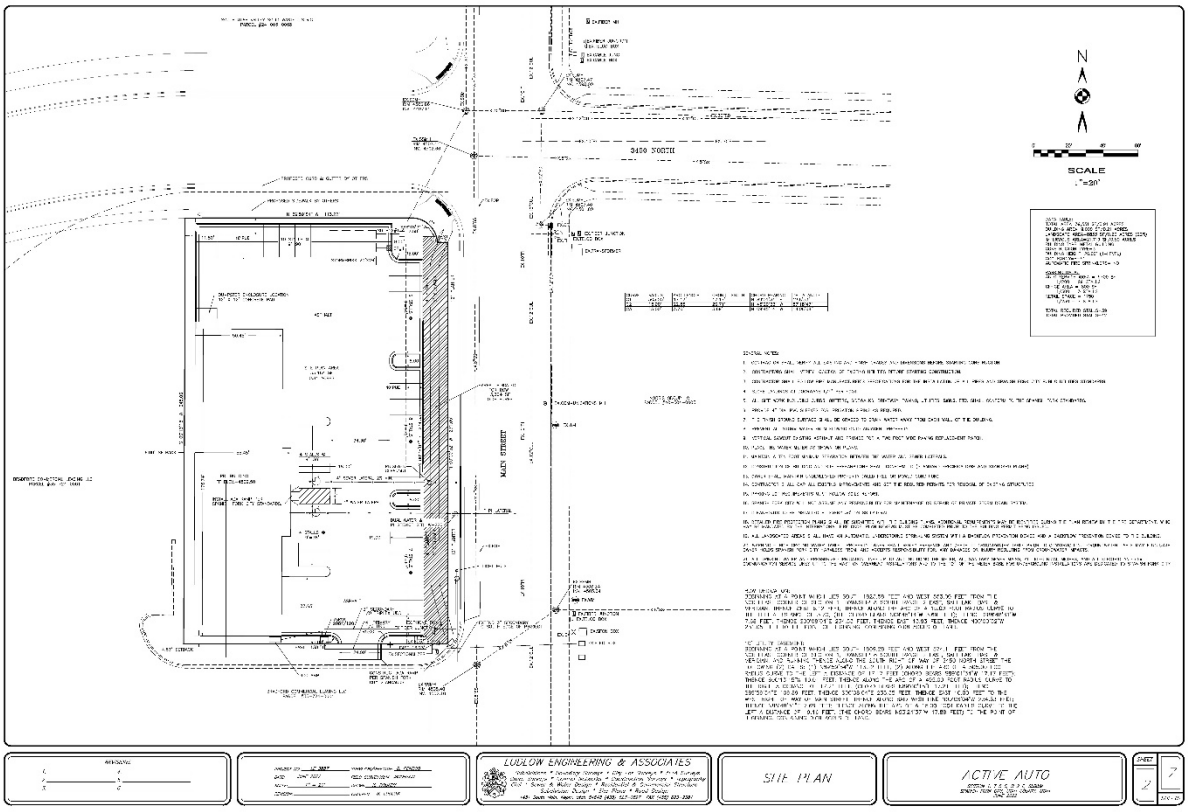
Findings

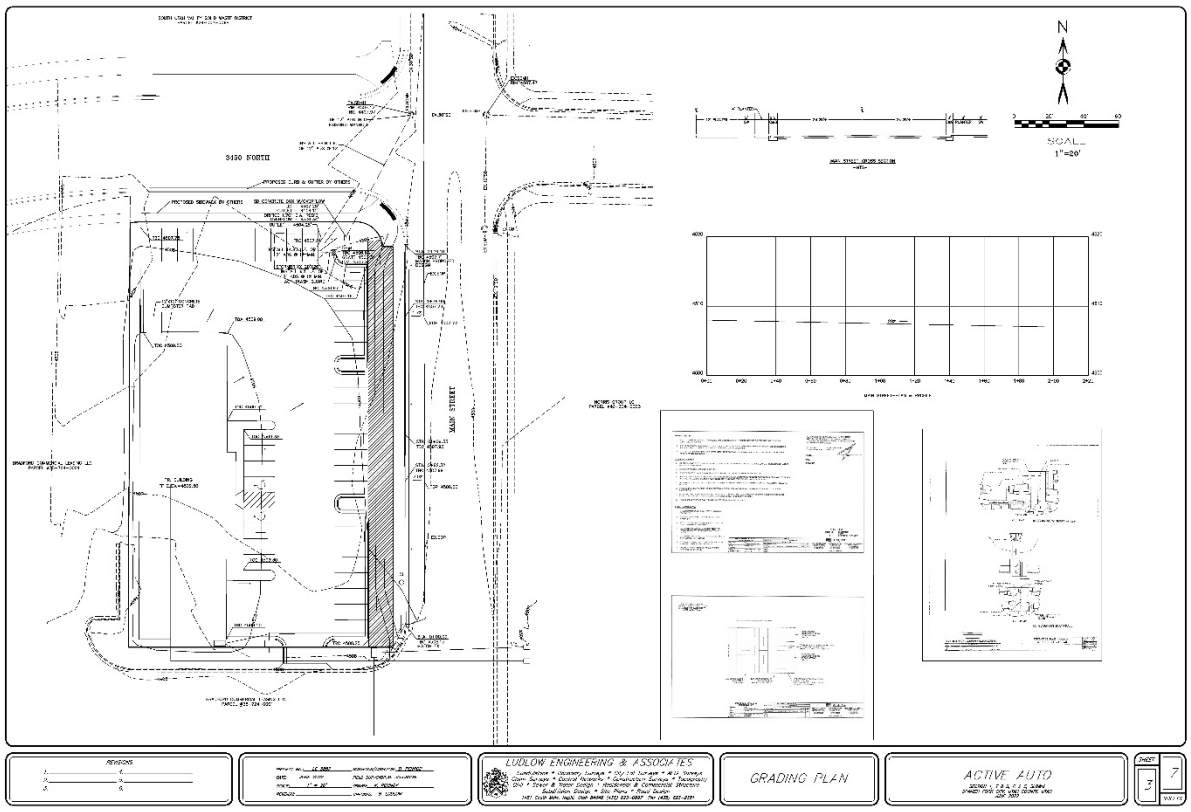
1. That the project conforms to the City's General Plan Land Use Designation and Zoning Map.

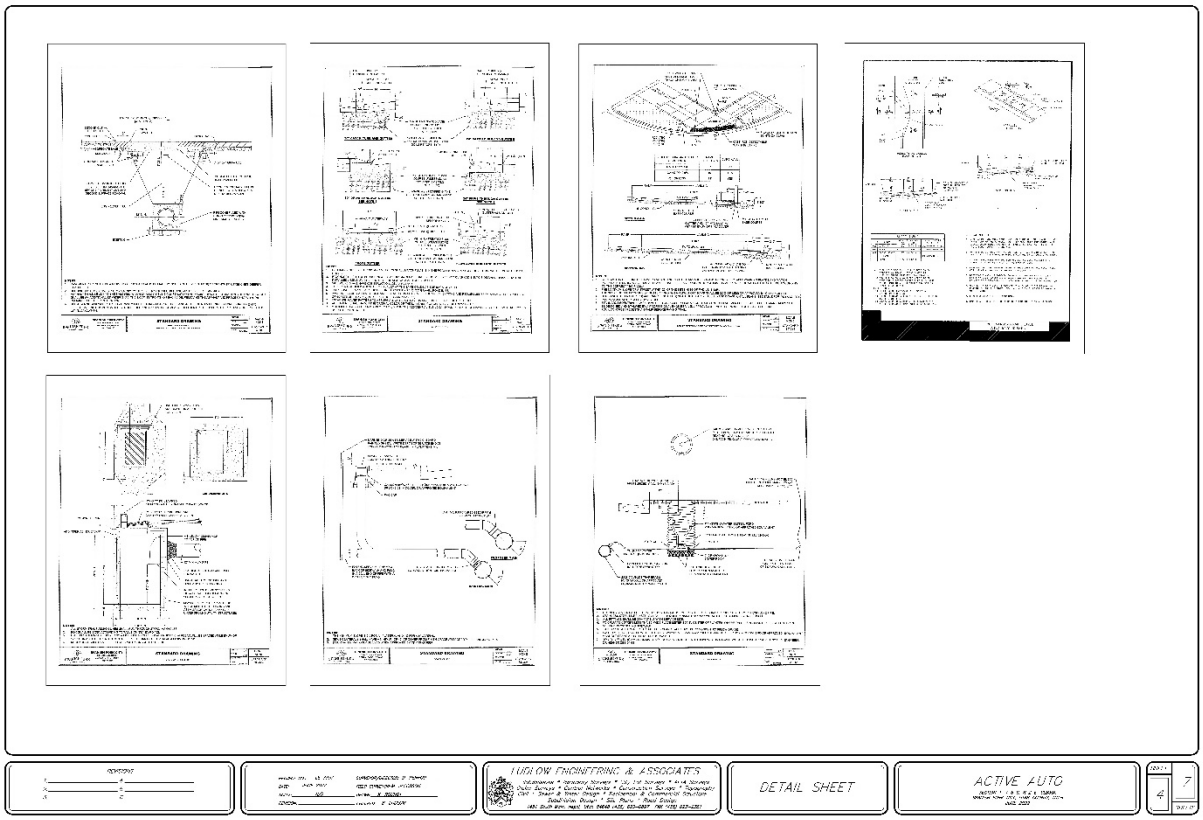
Conditions

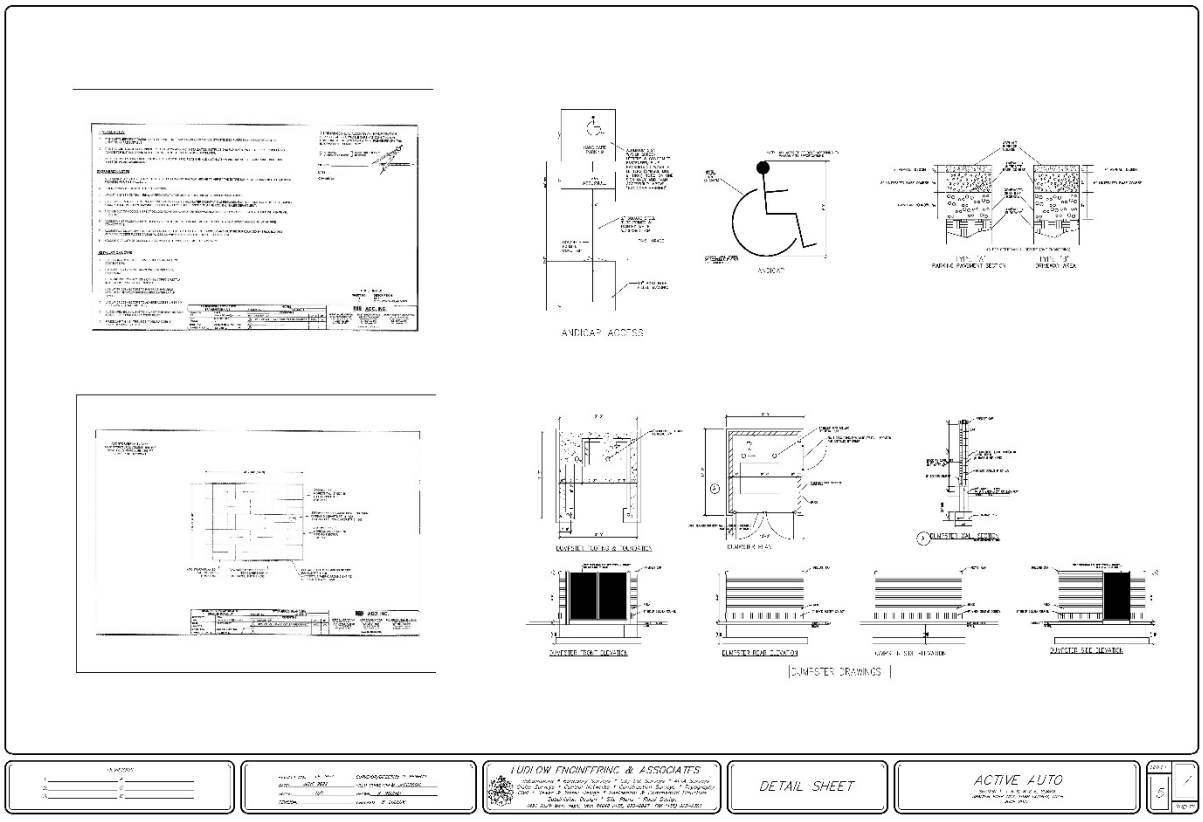
1. That the applicant meets the City's Zoning Requirements and Construction Standards.
2. That the applicant addresses any red-lines.
3. That Site Plan approval is contingent upon recordation of the Main Street Road dedication area, public utility easements and the south cross access easement.
4. That Site Plan approval is contingent upon the completion of all associated improvements.

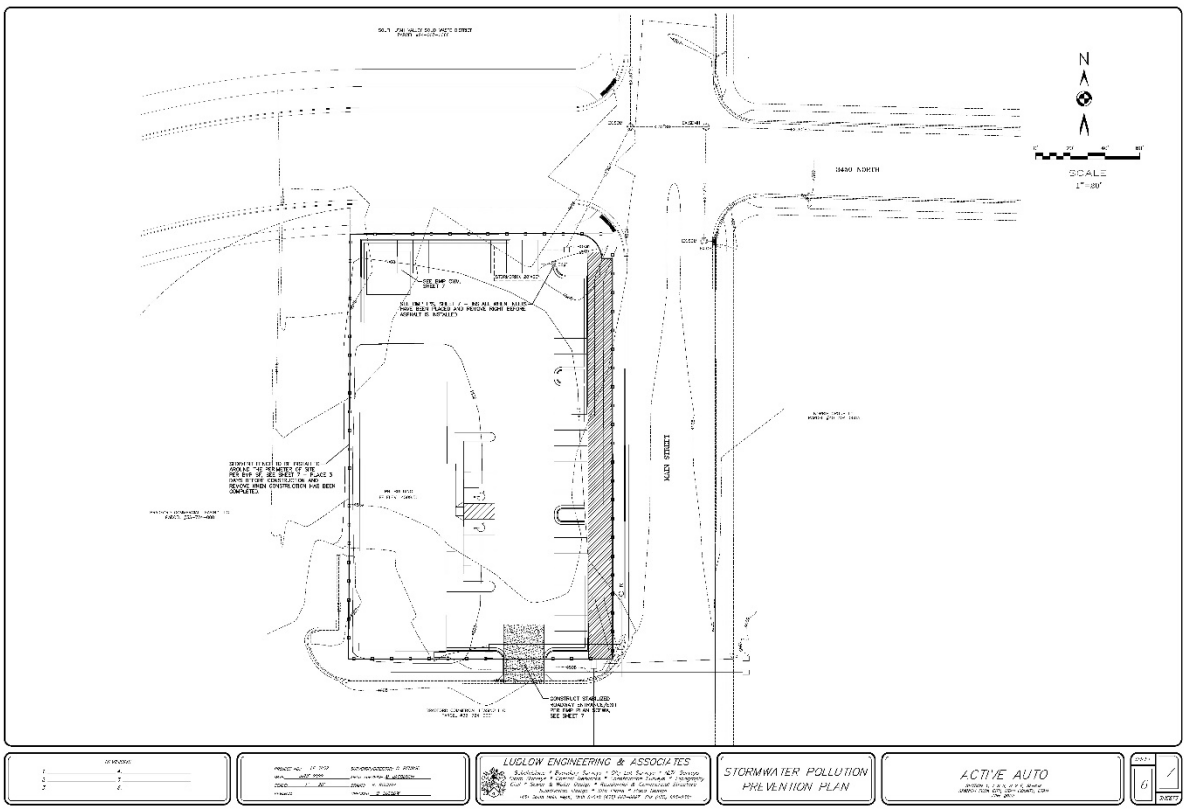

ACTIVE AUTO
5321 NORTH MAIN STREET, SPANISH FORK, UT
SHEET #
SHEET NAME
COVER SHEET
SITE PLAN
GRADING AND DRAINAGE PLAN
DETAIL SHEET
DETAIL SHEET
SWEEP PLAN
BMP'S DETS
LEGEND
DEVELOPER/OWNER
JOHN GOCHNOUR
ACTIVE AUTO
1092 S 250 E
PAYSON, UTAH
PREPARED BY
LUDLOW ENGINEERING
1257 SOUTH MAIN STREET
SUITE 1
SPANISH FORK, UTAH
brent.ludlow@hotmail.com
LUDLOW ENGINEERING & ASSOCIATES
COVER SHEET
PROJECT FOR
ACTIVE AUTO
SHEET
1
7

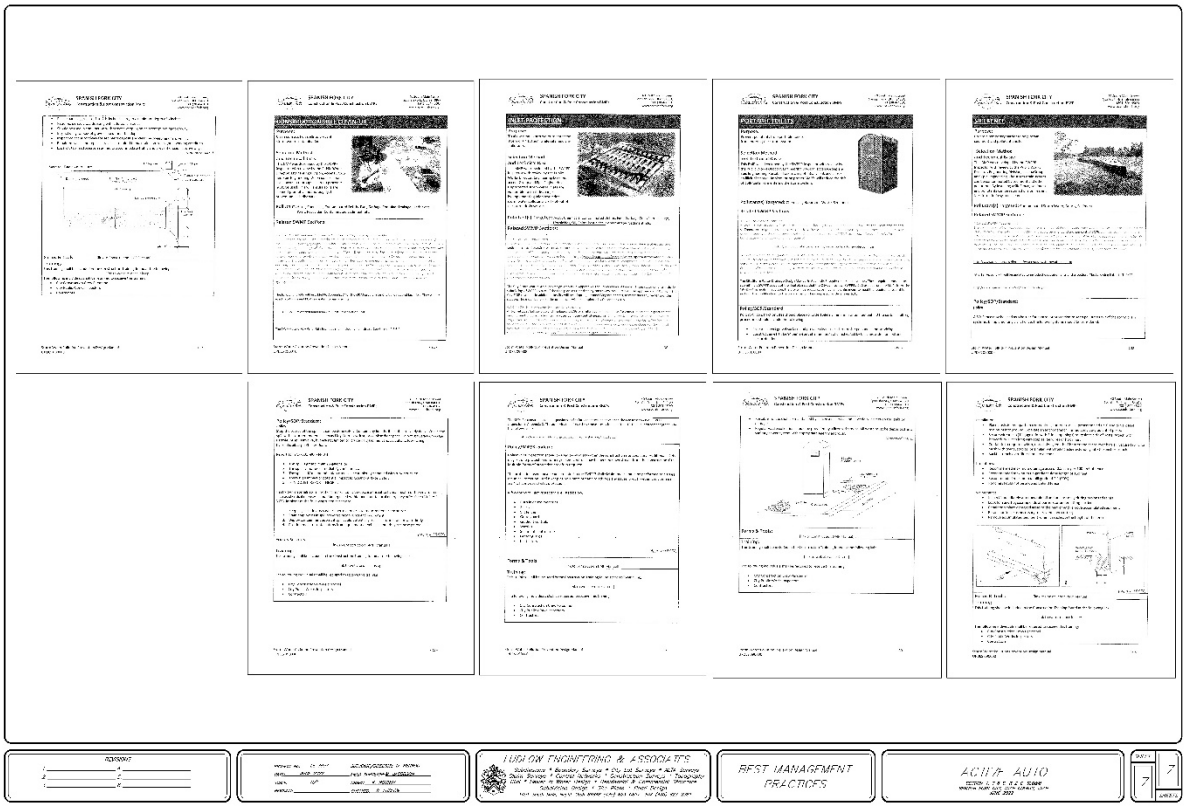

3450 SOUTH
MAIN STREET
N
SCALE
1"=20'
LUDLOW ENGINEERING & ASSOCIATES
SITE PLAN
ACTIVE AUTO
SHEET
2
7

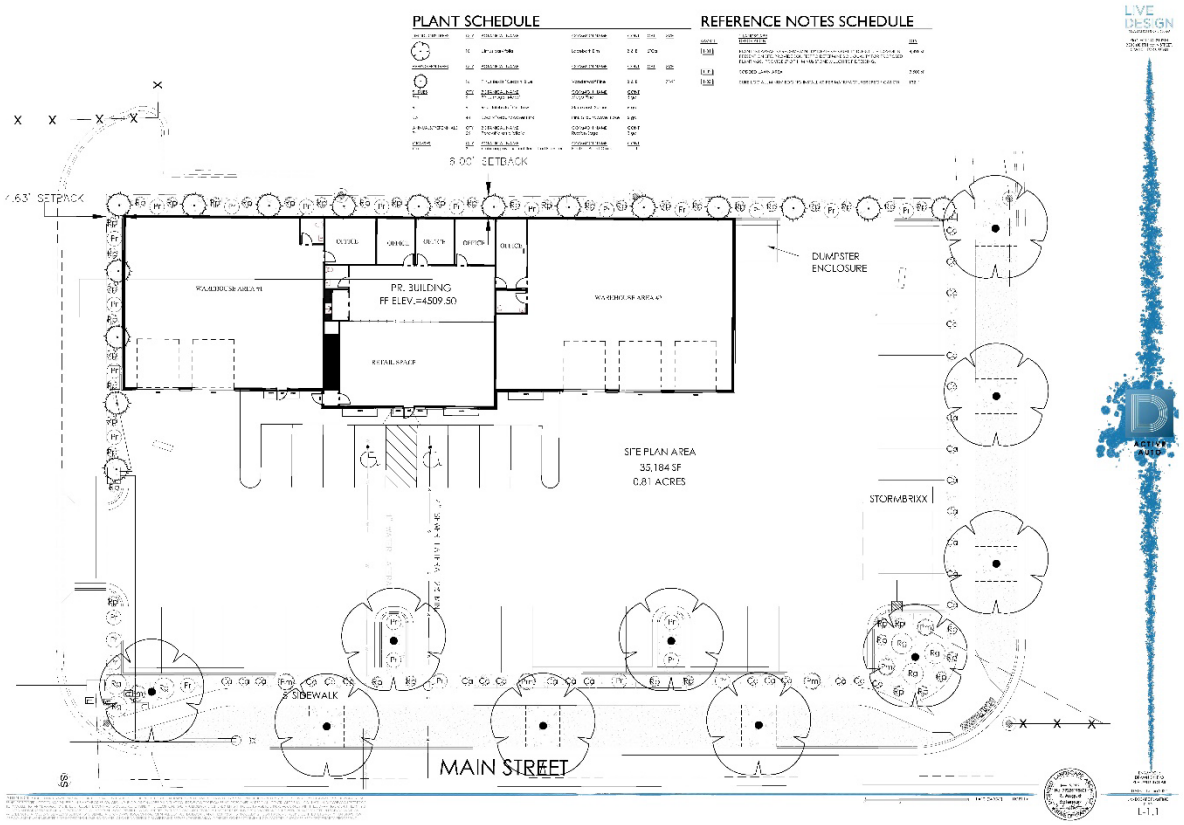

N
SCALE
1"=20'
MAIN STREET
RIGHT STREET
LUDLOW ENGINEERING & ASSOCIATES
GRADING PLAN
ACTIVE AUTO

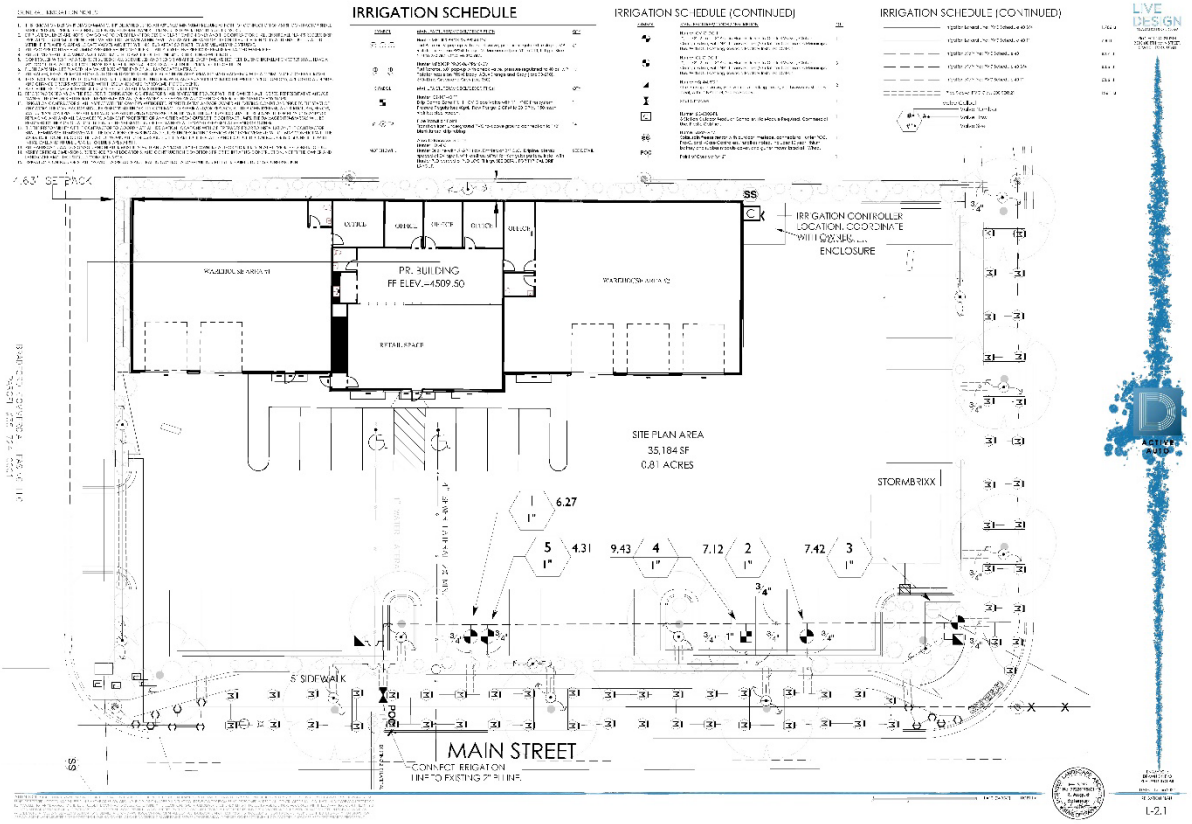

LUDLOW ENGINEERING & ASSOCIATES
DETAIL SHEET
ACTIVE AUTO

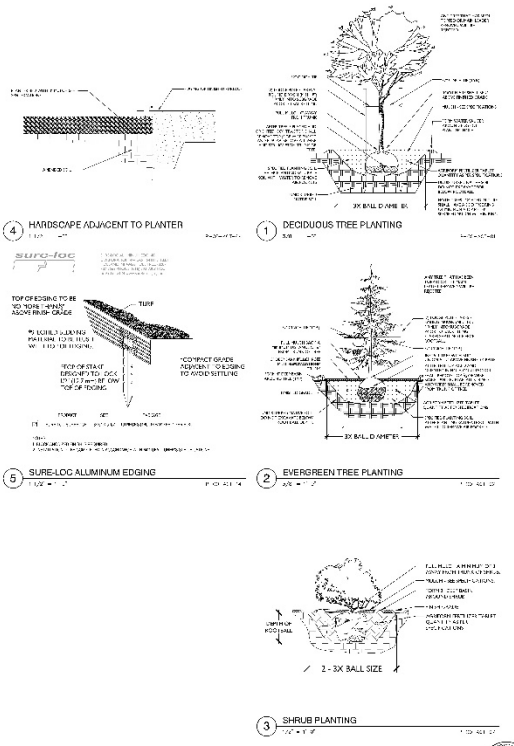

HANDICAP ACCESS
DUMPSTER DRAWINGS
LUDLOW ENGINEERING & ASSOCIATES
DETAIL SHEET
ACTIVE AUTO

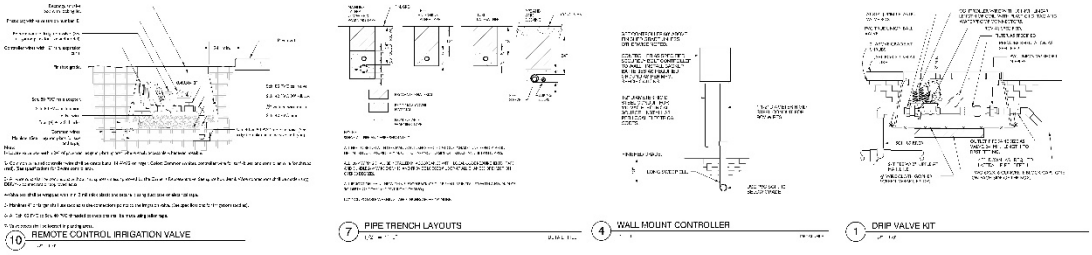

N
SCALE
1"=20'
MAIN STREET
LUDLOW ENGINEERING & ASSOCIATES
STORMWATER POLLUTION PREVENTION PLAN
ACTIVE AUTO

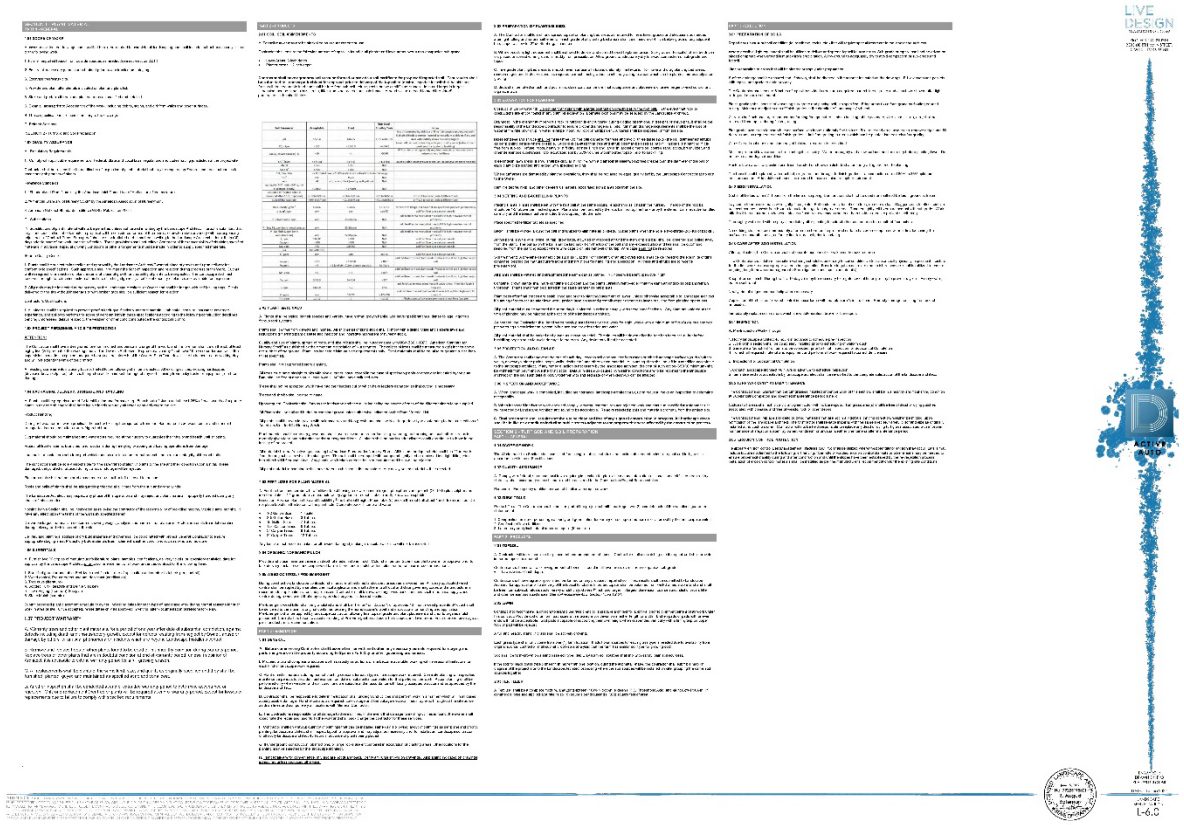

LUGIOW ENGINEERING & ASSOCIATES
BEST MANAGEMENT PRACTICES


PLANT SCHEDULE
REFERENCE NOTES SCHEDULE
8.00' SETBACK
7.63' SETBACK
PR. BUILDING
FF ELEV.=4509.50
RETAIL SPACE
WAREHOUSE AREA #1
WAREHOUSE AREA #2
DUMPSTER ENCLOSURE
SITE PLAN AREA
35,184 SF
0.81 ACRES
STORMBRIXX
5' SIDEWALK
MAIN STREET
L-1.1


IRRIGATION SCHEDULE
IRRIGATION SCHEDULE (CONTINUED)
IRRIGATION SCHEDULE (CONTINUED)
7.63' SETBACK
PR. BUILDING
FF ELEV.=4509.50
RETAIL SPACE
WAREHOUSE AREA #1
WAREHOUSE AREA #2
IRRIGATION CONTROLLER LOCATION. COORDINATE WITH CIVIL ENGINEER
ENCLOSURE
SITE PLAN AREA
35,184 SF
0.81 ACRES
STORMBRIXX
6.27
4.31
9.43
7.12
7.42
5' SIDEWALK
MAIN STREET
CONNECT IRRIGATION LINE TO EXISTING 2" P.I. LINE
L-2.1

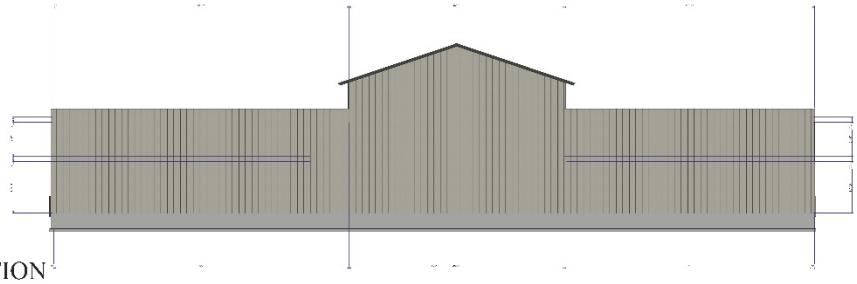

4 HARDSCAPE ADJACENT TO PLANTER
1 DECIDUOUS TREE PLANTING
sure-loc
TOP OF EDGING TO BE NO MORE THAN 1" ABOVE FINISH GRADE
TURF
*COMPACT GRADE ADJACENT EDGING TO AVOID SETTLING
5 SURE-LOC ALUMINUM EDGING
2 EVERGREEN TREE PLANTING
2 - 3X BALL SIZE
3 SHRUB PLANTING


10 REMOTE CONTROL IRRIGATION VALVE
7 PIPE TRENCH LAYOUTS
4 WALL MOUNT CONTROLLER
1 DRIP VALVE KIT
8 PIPE TRANSITION POINT
5 MANUAL ISOLATION VALVE
24V
2 QUICK COUPLING VALVE IN BOX
9 LATERAL FLUSH ASSEMBLY
6 TYPICAL DRIPLINE LAYOUT
3 TURF SPRAY FLEX ASSEMBLY





FRONT ELEVATION

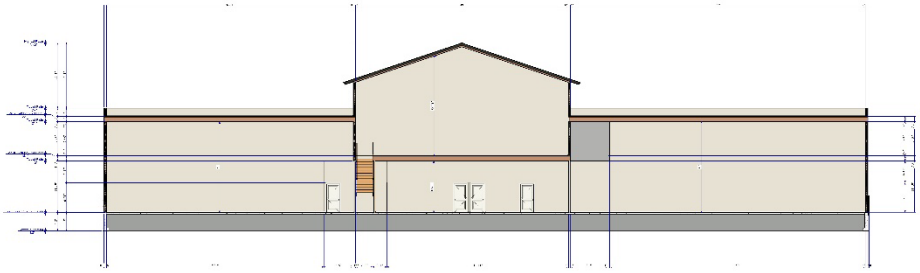


REAR ELEVATION

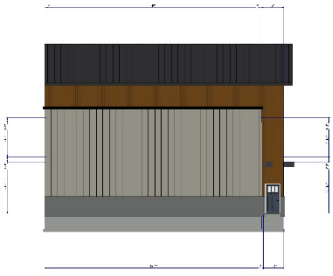
ELEVATIONS

ACTIVE AUTO Project
Spanish Fork, Utah

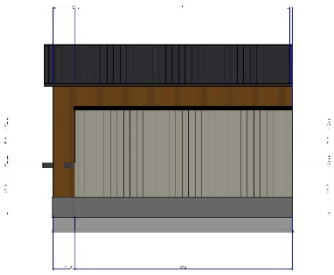
A1.4



SECTION DETAIL



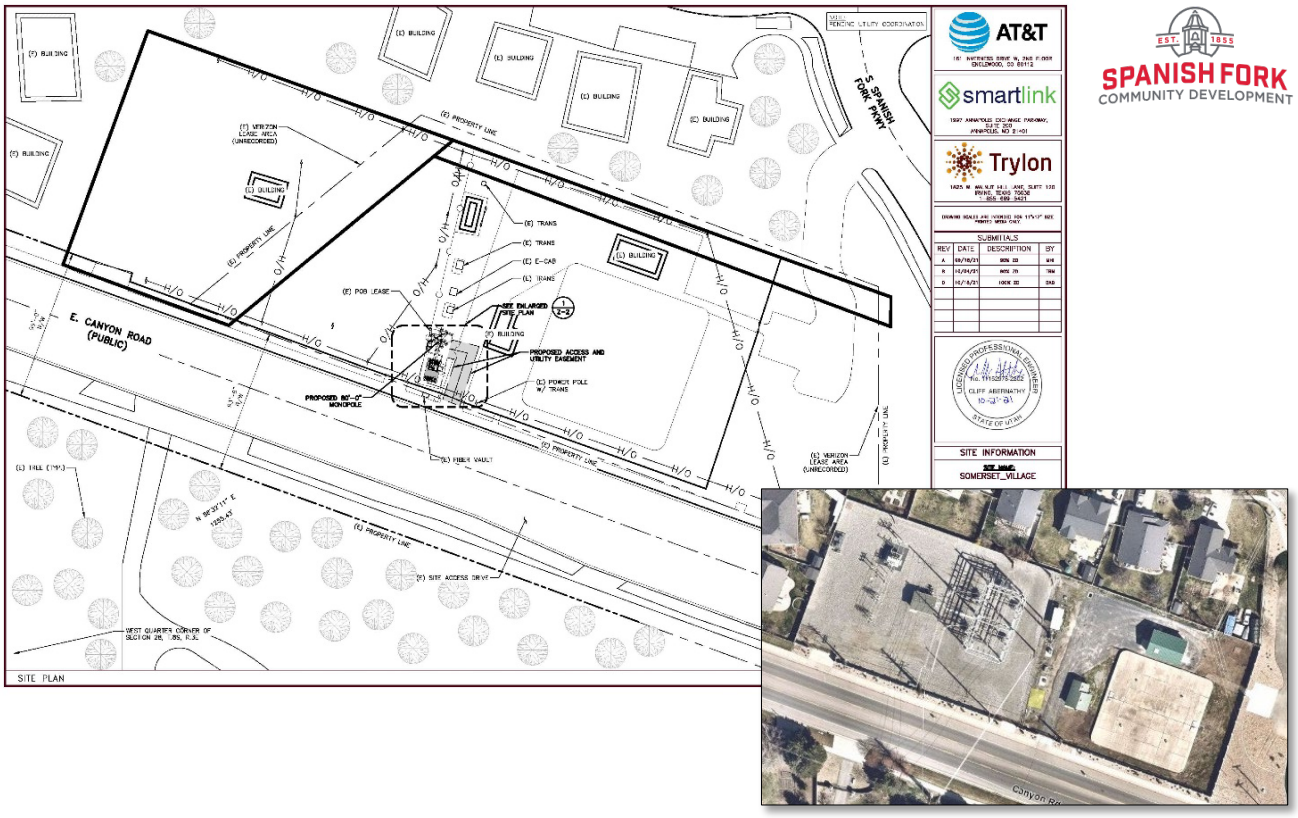
LEFT ELEVATION



RIGHT ELEVATION

ACTIVE AUTO Project
Spanish Fork, Utah

A2.0



AT&T at Hunters Crossing Conditional Use Permit Approval Request

June 22, 2022, Development Review Committee Meeting.

Located at 2505 East Canyon Road.

The subject property is zoned P-F.

The applicant has requested that a Conditional Use Permit be approved.

Key Issues

1. Existing Site.
2. Lease Agreement.
3. Height.
4. Colocation Potential.
5. Power Clearances.

Recommendation

That the proposed Conditional Use Permit be recommended for approval based on the following findings and subject to the following conditions:

Findings

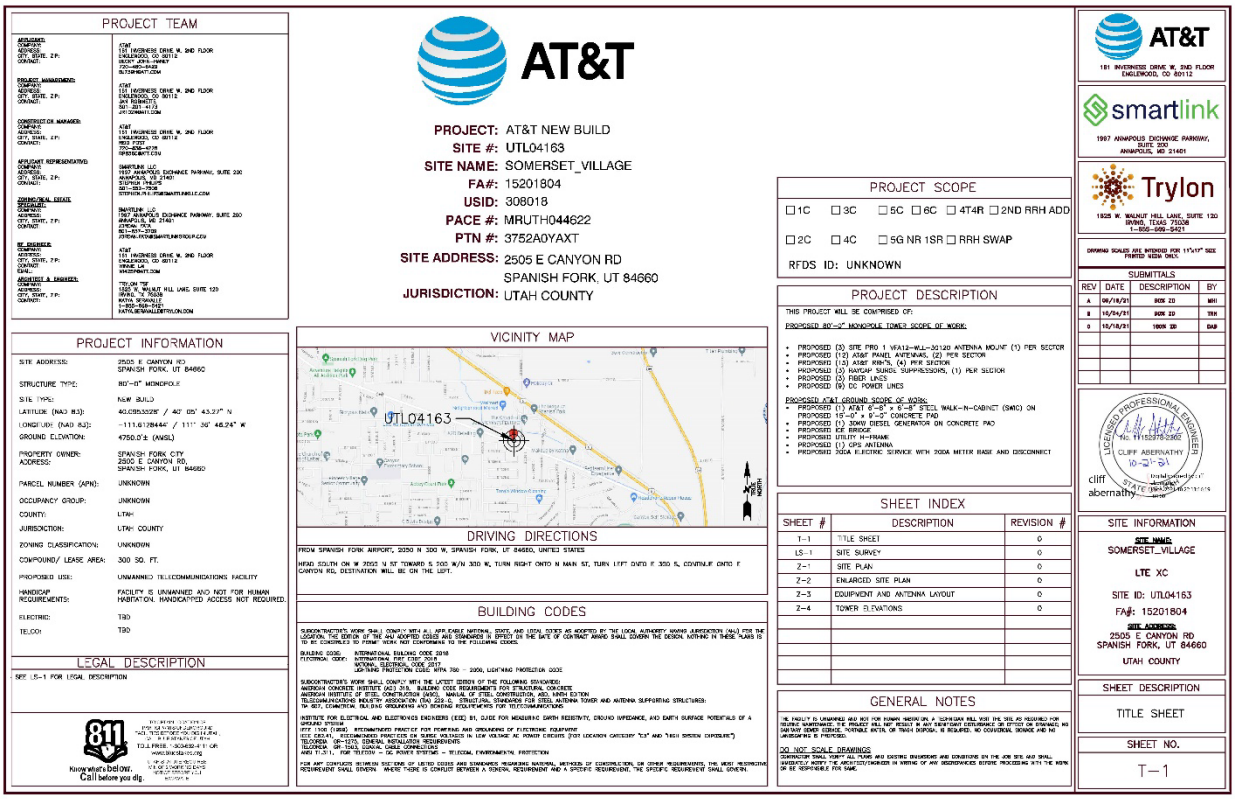
1. That the application conforms to the City's General Plan Designation and Zoning Map.

Conditions

1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant notifies the Water and Power Departments a minimum of 48 hours prior to work commencing.
3. That work hours be limited to 8 am to 6 pm.
4. That the applicant addresses any red-lines.

Exhibits

1. Site Plan.



PROJECT TEAM

APPLICANT:
COMPANY:
ADDRESS:
CITY, STATE, ZIP:
CONTACT:

AT&T
181 INVERNESS DRIVE W, 2ND FLOOR
ENGLEWOOD, CO 80112
BRENT JOHN-HARVEY
720-480-6468
BJ7339@ATT.COM

PROJECT MANAGEMENT:
COMPANY:
ADDRESS:
CITY, STATE, ZIP:
CONTACT:

AT&T
181 INVERNESS DRIVE W, 2ND FLOOR
ENGLEWOOD, CO 80112
JAKE REINERTZ
801.201.4173
JR7129@ATT.COM

CONSTRUCTION MANAGER:
COMPANY:
ADDRESS:
CITY, STATE, ZIP:
CONTACT:

AT&T
181 INVERNESS DRIVE W, 2ND FLOOR
ENGLEWOOD, CO 80112
RICK JOYCE
303.267.3139
RJ9218@ATT.COM

APPLICANT REPRESENTATIVE:
COMPANY:
ADDRESS:
CITY, STATE, ZIP:
CONTACT:

SMARTLINK, LLC
1997 ANNAPOLIS EXCHANGE PARKWAY, SUITE 200
ANNAPOLIS, MD 21401
STEPHEN TRUITT
410-562-1320
STEPHEN.TRUITT@SMARTLINKLLC.COM

COMMERCIAL ESTATE REPRESENTATIVE:
COMPANY:
ADDRESS:
CITY, STATE, ZIP:
CONTACT:

SMARTLINK, LLC
1997 ANNAPOLIS EXCHANGE PARKWAY, SUITE 200
ANNAPOLIS, MD 21401
RYAN MCGRATH
410-562-1320
RYAN.MCGRATH@SMARTLINKGROUP.COM

RF ENGINEER:
COMPANY:
ADDRESS:
CITY, STATE, ZIP:
EMAIL:

AT&T
181 INVERNESS DRIVE W, 2ND FLOOR
ENGLEWOOD, CO 80112
MIKE BOWEN
MB9218@ATT.COM

ARCHITECT & ENGINEER:
COMPANY:
ADDRESS:
CITY, STATE, ZIP:
CONTACT:

TYLON, INC
1525 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
KATHY SPRAKELES
1-800-969-5421
KATHY.SPRAKELES@TYLON.COM

AT&T

PROJECT: AT&T NEW BUILD
SITE #: UTL04163
SITE NAME: SOMERSET_VILLAGE
FA#: 15201804
USID: 308018
PACE #: MRUTH044622
PTN #: 3752A0YAXT
SITE ADDRESS: 2505 E CANYON RD
SPANISH FORK, UT 84660
JURISDICTION: UTAH COUNTY

PROJECT SCOPE

☐ 1C ☐ 3C ☐ 5C ☐ 6C ☐ 4T4R ☐ 2ND RRH ADD
☐ 2C ☐ 4C ☐ 5G NR 1SR ☐ RRH SWAP
RFDS ID: UNKNOWN

PROJECT DESCRIPTION

THIS PROJECT WILL BE COMPRISED OF:

PROPOSED 80'-0" MONOPOLE TOWER SCOPE OF WORK:

- PROPOSED (3) SITE PRO 1 VFA12-WLL-30120 ANTENNA MOUNT (1) PER SECTOR
- PROPOSED (12) AT&T PANEL ANTENNAS, (2) PER SECTOR
- PROPOSED (12) AT&T RRH'S, (4) PER SECTOR
- PROPOSED (3) RAYCAP SURGE SUPPRESSORS, (1) PER SECTOR
- PROPOSED (3) FIBER LINES
- PROPOSED (9) DC POWER LINES

PROPOSED AT&T GROUND SCOPE OF WORK:

- PROPOSED (1) AT&T 6'-8" x 6'-8" STEEL WALK-N-CABINET (SWIC) ON PROPOSED 10'-0" x 8'-0" CONCRETE PAD
- PROPOSED (1) 30KW DIESEL GENERATOR ON CONCRETE PAD
- PROPOSED ICE BRIDGE
- PROPOSED UTILITY H-FRAME
- PROPOSED (1) GPS ANTENNA
- PROPOSED 200A ELECTRIC SERVICE WITH 200A METER BASE AND DISCONNECT

SHEET INDEX

SHEET #	DESCRIPTION	REVISION #
T-1	TITLE SHEET	0
LS-1	SITE SURVEY	0
Z-1	SITE PLAN	0
Z-2	ENLARGED SITE PLAN	0
Z-3	EQUIPMENT AND ANTENNA LAYOUT	0
Z-4	TOWER ELEVATIONS	0

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON TRAFFIC, NOR SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED. NO COMMERCIAL SIGNAGE AND NO ADVERTISING IS PROPOSED.

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

PROJECT INFORMATION

SITE ADDRESS:	2505 E CANYON RD SPANISH FORK, UT 84660
STRUCTURE TYPE:	80'-0" MONOPOLE
SITE TYPE:	NEW BUILD
LATITUDE (NAD 83):	40.095332° / 40° 05' 43.27" N
LONGITUDE (NAD 83):	-111.612844° / 111° 36' 46.24" W
GROUND ELEVATION:	4750.0'± (AMSL)
PROPERTY OWNER: ADDRESS:	SPANISH FORK CITY 2500 E CANYON RD, SPANISH FORK, UT 84660
PARCEL NUMBER (APN):	UNKNOWN
OCCUPANCY GROUP:	UNKNOWN
COUNTY:	UTAH
JURISDICTION:	UTAH COUNTY
ZONING CLASSIFICATION:	UNKNOWN
COMPOUND/ LEASE AREA:	300 SQ. FT.
PROPOSED USE:	UNMANNED TELECOMMUNICATIONS FACILITY
HANDICAP REQUIREMENTS:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.
ELECTRIC:	TBD
TELCO:	TBD

LEGAL DESCRIPTION

SEE LS-1 FOR LEGAL DESCRIPTION

811 Know what's below. Call before you dig.

VICINITY MAP

DRIVING DIRECTIONS

FROM SPANISH FORK AIRPORT, 2050 N 300 W, SPANISH FORK, UT 84660, UNITED STATES

HEAD SOUTH ON W 2050 N ST TOWARD S 300 W/N 300 W, TURN RIGHT ONTO N MAIN ST, TURN LEFT ONTO E 300 S, CONTINUE ONTO E CANYON RD, DESTINATION WILL BE ON THE LEFT.

BUILDING CODES

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE MATERIAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES ARE STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE FOLLOWING CODES.

BUILDING CODE: INTERNATIONAL BUILDING CODE 2018
ELECTRICAL CODE: NATIONAL ELECTRICAL CODE 2017
LIGHTING PROTECTION CODE: NFPA 780 – 2008, LIGHTNING PROTECTION CODE

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:
AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ASD, NINTH EDITION
TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES
OR 607, CONNECTION, GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM
IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70, NATIONAL ELECTRICAL CODE (FOR LOCATION CATEGORY "EX" AND "HIGH SPEED COMPUTER")
TELCORDIA GR-1503, CORE, GENERAL INSTALLATION REQUIREMENTS
TELCORDIA GR-1503, CORE, CABLE CONNECTORS
AND TIA-311, FOR "SYSTEM – DC POWER SYSTEMS – TELECOM, ENVIRONMENTAL PROTECTION

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

AT&T
181 INVERNESS DRIVE W, 2ND FLOOR
ENGLEWOOD, CO 80112

smartlink
1997 ANNAPOLIS EXCHANGE PARKWAY, SUITE 200
ANNAPOLIS, MD 21401

Trylon
1525 W. WALNUT HILL LANE, SUITE 120
IRVING, TEXAS 75038
1-866-699-5421

DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE PRINTED MEDIA ONLY.

SUBMITTALS

REV	DATE	DESCRIPTION	BY
A	06/18/21	90% ZD	MH
B	10/04/21	90% ZD	TEK
0	10/18/21	100% ZD	DAB

LICENSED PROFESSIONAL ENGINEER
No. 11152276-2202
CLIFF ABERNATHY
10-21-21
STATE OF UTAH
cliff abernathy

SITE INFORMATION

SITE NAME:
SOMERSET_VILLAGE

LTE XC

SITE ID: UTL04163

FA#: 15201804

SITE ADDRESS:
2505 E CANYON RD
SPANISH FORK, UT 84660

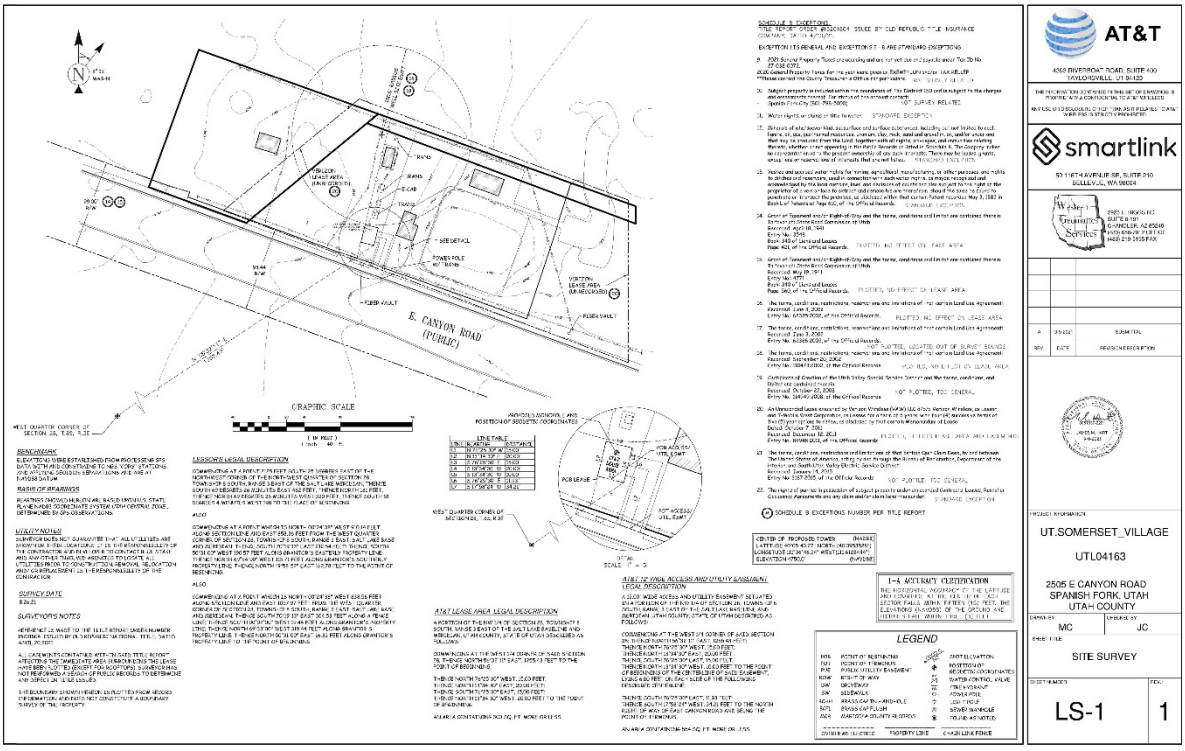
UTAH COUNTY

SHEET DESCRIPTION

TITLE SHEET

SHEET NO.

T-1



AT&T
4350 RIVERBOAT ROAD, SUITE 400
TAYLORSVILLE, UT 84120

smartlink
10 116TH AVENUE SE, SUITE 210
BELLEVUE, WA 98004

Western Engineering Services

REV	DATE	DESCRIPTION
A	7/14/22	SUBMITTAL

PROJECT INFORMATION

UT.SOMERSET_VILLAGE

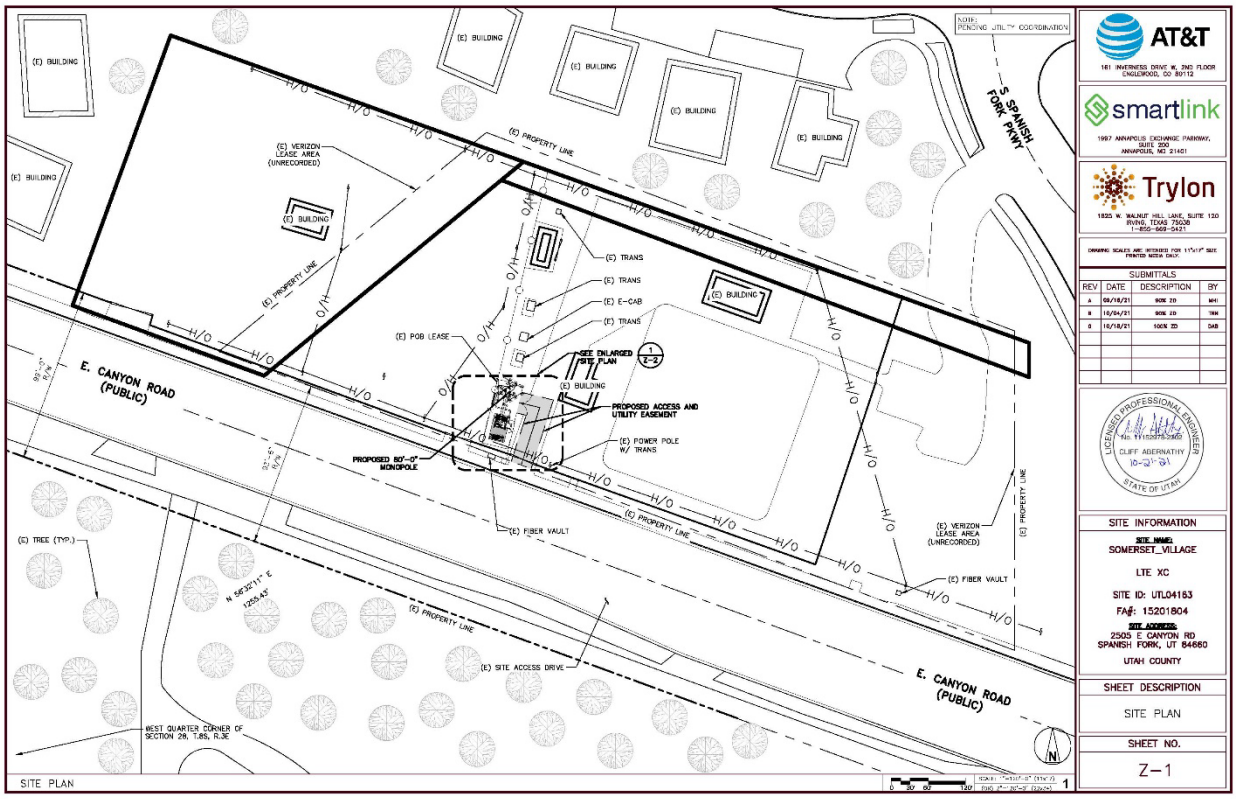
UTL04163

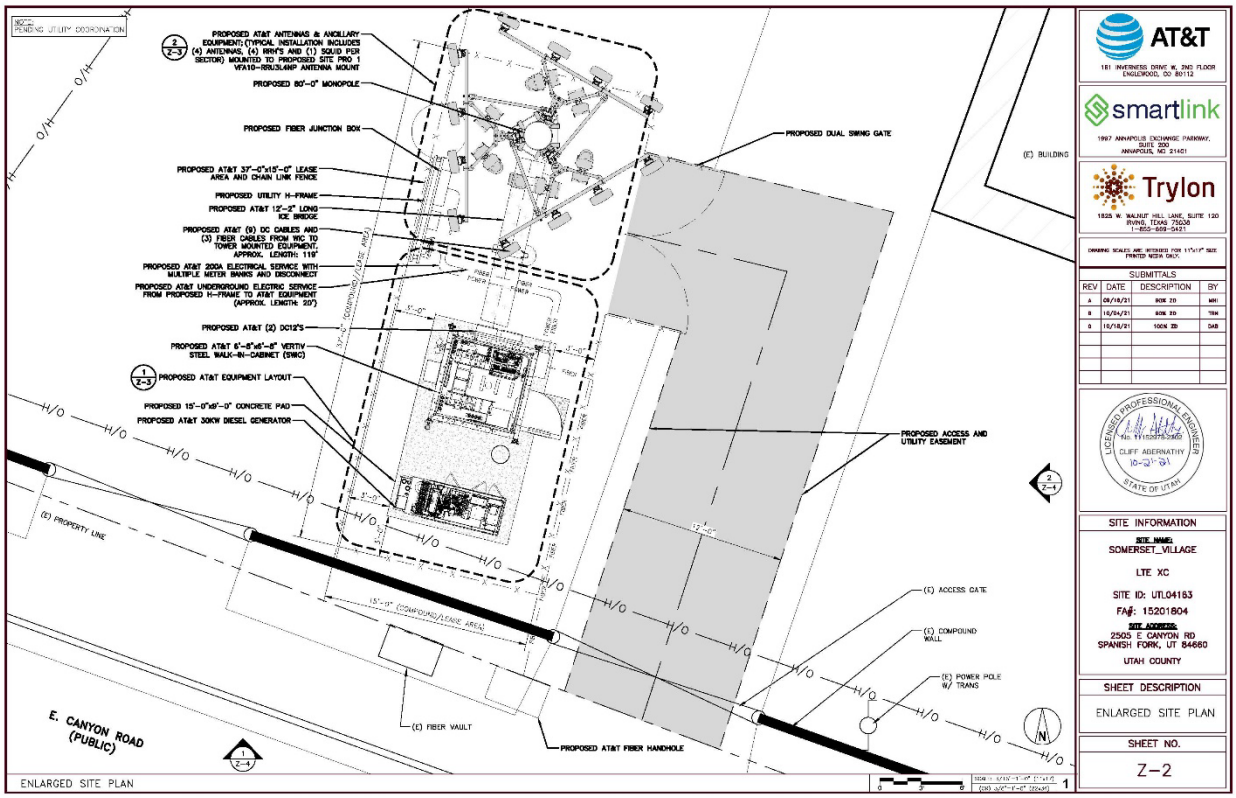
2505 E CANYON ROAD
SPANISH FORK, UTAH
UTAH COUNTY

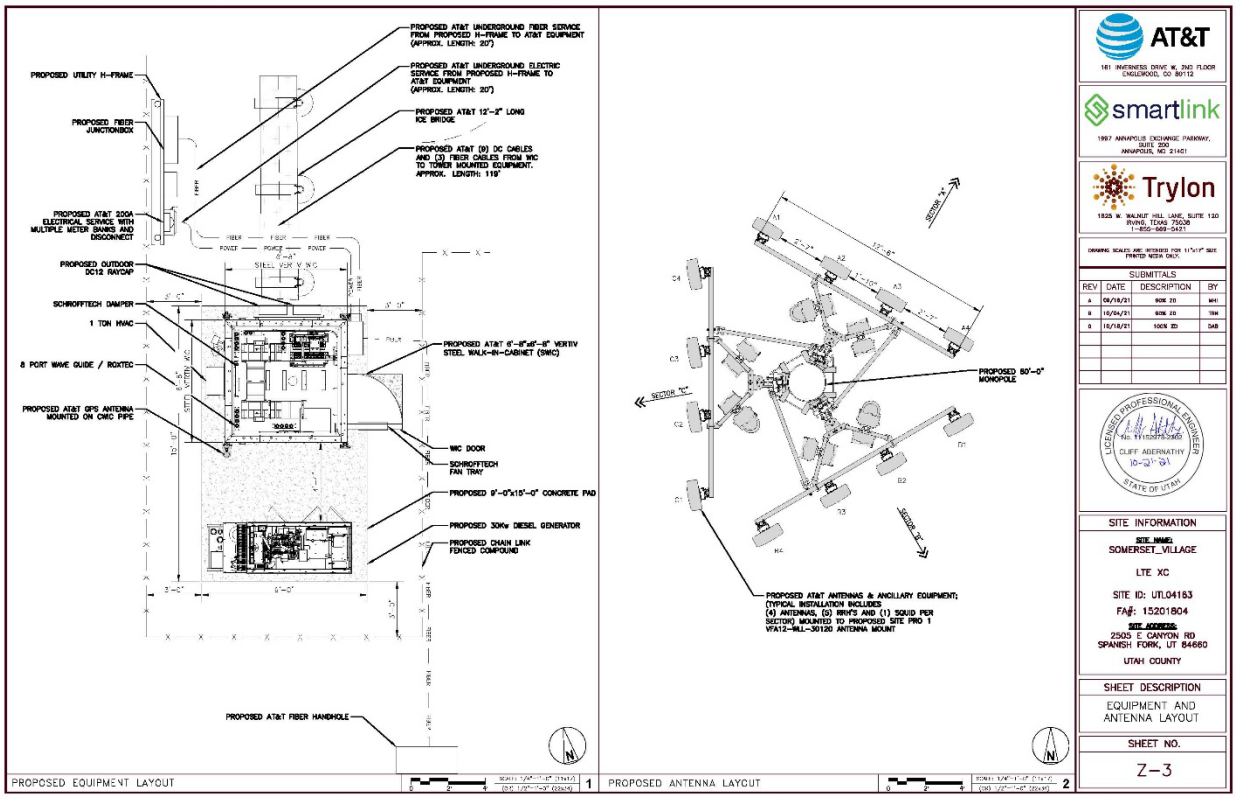
DRAWN BY:	CHECKED BY:
MC	JC

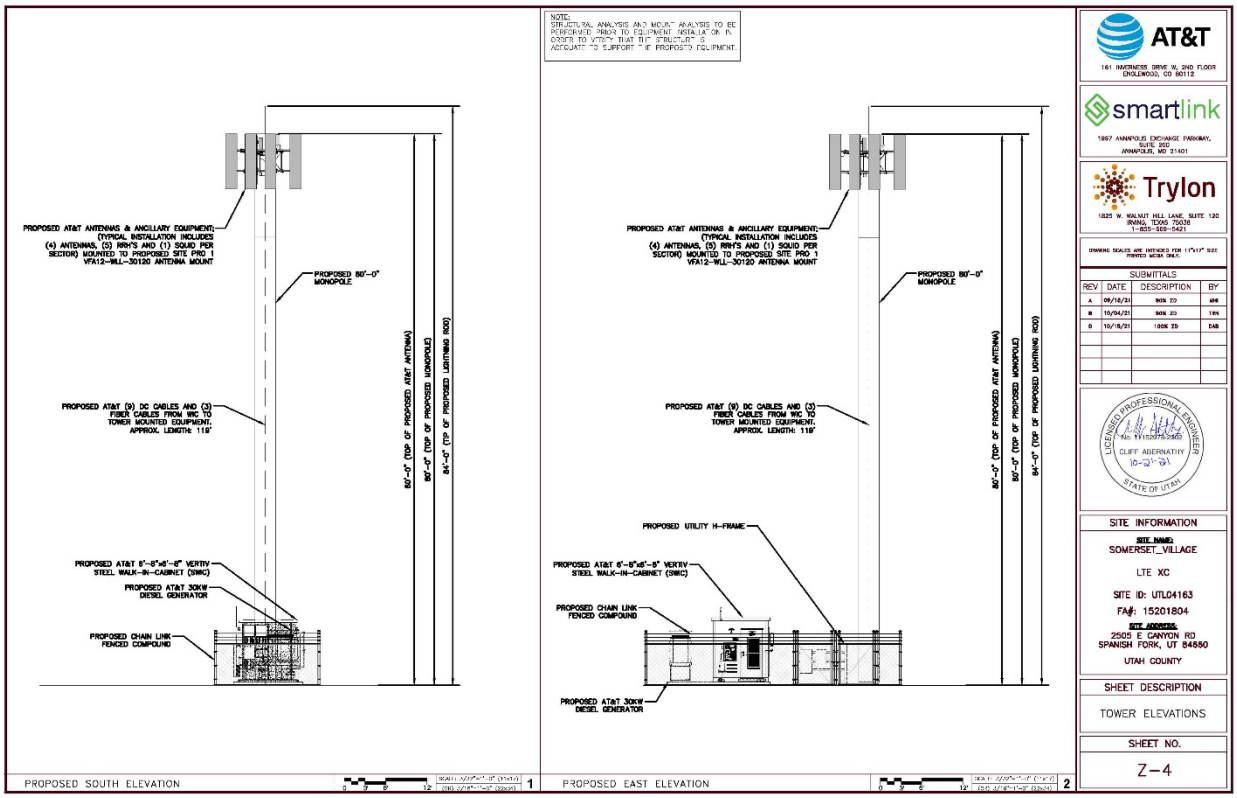
SHEET TITLE:
SITE SURVEY

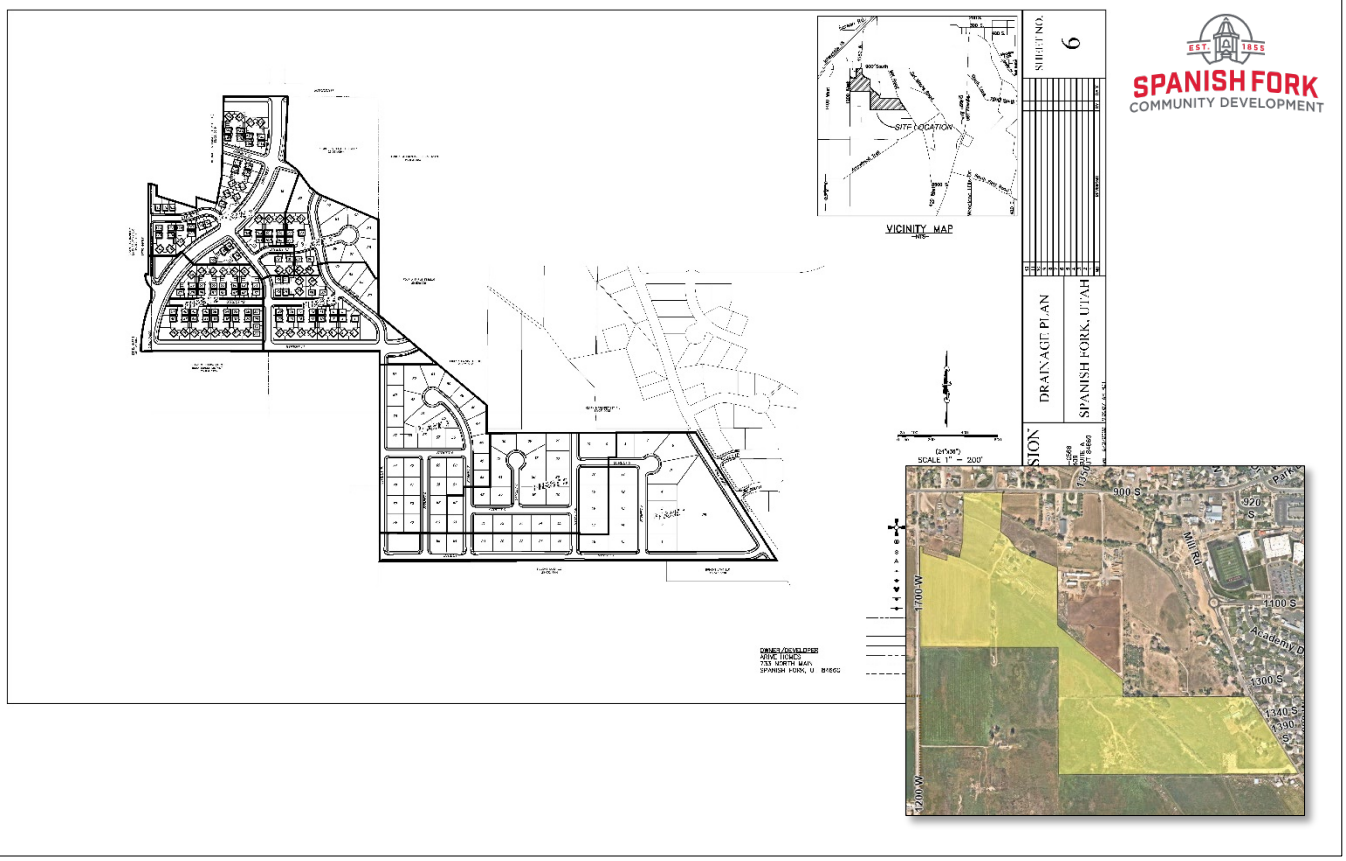
SHEET NUMBER:	REV:
LS-1	1


NOTE: PENDING UTILITY COORDINATION
(E) BUILDING
(E) VERIZON LEASE AREA (UNRECORDED)
(E) PROPERTY LINE
S SPANISH FORK PKWY
(E) TRANS
(E) E-CAB
(E) POB LEASE
SEE ENLARGED SITE PLAN
PROPOSED ACCESS AND UTILITY EASEMENT
(E) POWER POLE W/ TRANS
PROPOSED 80'-0" MONOPOLE
(E) FIBER VAULT
E. CANYON ROAD (PUBLIC)
(E) TREE (TYP.)
(E) SITE ACCESS DRIVE
WEST QUARTER CORNER OF SECTION 28, T.8S, R.3E
SITE PLAN
AT&T
181 INVERNESS DRIVE W, 2ND FLOOR ENGLEWOOD, CO 80112
smartlink
1997 ANNAPOLIS EXCHANGE PARKWAY, SUITE 200 ANNAPOLIS, MD 21401
Trylon
1825 W. WALNUT HILL LANE, SUITE 120 IRVING, TEXAS 75038 1-855-669-5421
SUBMITTALS
REV DATE DESCRIPTION BY
A 09/16/21 80% ZD MHI
B 10/04/21 90% ZD TRH
0 10/18/21 100% ZD DAB
LICENSED PROFESSIONAL ENGINEER CLIFF ABERNATHY STATE OF UTAH
SITE INFORMATION
SITE NAME: SOMERSET_VILLAGE
LTE XC
SITE ID: UT04163
FA#: 15201804
SITE ADDRESS: 2505 E CANYON RD SPANISH FORK, UT 84660
UTAH COUNTY
SHEET DESCRIPTION
SITE PLAN
SHEET NO.
Z-1


NOTE: PENDING UTILITY COORDINATION
PROPOSED AT&T ANTENNAS & ANCILLARY EQUIPMENT (TYPICAL INSTALLATION INCLUDES (4) ANTENNAS, (4) RRH'S AND (1) SQUID PER SECTOR) MOUNTED TO PROPOSED SITE PRO 1 WA10-80SLSL4AP ANTENNA MOUNT
PROPOSED 80'-0" MONOPOLE
PROPOSED FIBER JUNCTION BOX
PROPOSED AT&T 37'-0"x15'-0" LEASE AREA AND CHAIN LINK FENCE
PROPOSED UTILITY H-FRAME
PROPOSED AT&T 12'-2" LONG ICE BRIDGE
PROPOSED AT&T (9) DC CABLES AND (3) FIBER CABLES FROM WC TO TOWER MOUNTED EQUIPMENT. APPROX. LENGTH: 119'
PROPOSED AT&T 200A ELECTRICAL SERVICE WITH MULTIPLE METER BANKS AND DISCONNECT
PROPOSED AT&T UNDERGROUND ELECTRIC SERVICE FROM PROPOSED H-FRAME TO AT&T EQUIPMENT (APPROX. LENGTH: 20')
PROPOSED AT&T (2) DC12'S
PROPOSED AT&T 6'-8"x8'-8" VERTIV STEEL WALK-IN-CABINET (SWIC)
PROPOSED AT&T EQUIPMENT LAYOUT
PROPOSED 15'-0"x9'-0" CONCRETE PAD
PROPOSED AT&T 30KW DIESEL GENERATOR
PROPOSED DUAL SWING GATE
(E) BUILDING
PROPOSED ACCESS AND UTILITY EASEMENT
(E) PROPERTY LINE
(E) ACCESS GATE
(E) COMPOUND WALL
(E) POWER POLE W/ TRANS
(E) FIBER VAULT
PROPOSED AT&T FIBER HANDHOLE
E. CANYON ROAD (PUBLIC)
ENLARGED SITE PLAN
AT&T
181 INVERNESS DRIVE W, 2ND FLOOR ENGLEWOOD, CO 80112
smartlink
1997 ANNAPOLIS EXCHANGE PARKWAY, SUITE 200 ANNAPOLIS, MD 21401
Trylon
1825 W. WALNUT HILL LANE, SUITE 120 IRVING, TEXAS 75038 1-855-669-5421
SUBMITTALS
REV DATE DESCRIPTION BY
A 09/16/21 80% ZD MHI
B 10/04/21 90% ZD TRH
0 10/18/21 100% ZD DAB
LICENSED PROFESSIONAL ENGINEER CLIFF ABERNATHY STATE OF UTAH
SITE INFORMATION
SITE NAME: SOMERSET_VILLAGE
LTE XC
SITE ID: UT04163
FA#: 15201804
SITE ADDRESS: 2505 E CANYON RD SPANISH FORK, UT 84660
UTAH COUNTY
SHEET DESCRIPTION
ENLARGED SITE PLAN
SHEET NO.
Z-2


PROPOSED UTILITY H-FRAME
PROPOSED FIBER JUNCTIONBOX
PROPOSED AT&T 200A ELECTRICAL SERVICE WITH MULTIPLE METER BANKS AND DISCONNECT
PROPOSED OUTDOOR DC12 RAYCAP
SCHROFFTECH DAMPER
1 TON HVAC
8 PORT WAVE GUIDE / ROXTEC
PROPOSED AT&T GPS ANTENNA MOUNTED ON CMC PIPE
PROPOSED AT&T UNDERGROUND FIBER SERVICE FROM PROPOSED H-FRAME TO AT&T EQUIPMENT (APPROX. LENGTH: 20')
PROPOSED AT&T UNDERGROUND ELECTRIC SERVICE FROM PROPOSED H-FRAME TO AT&T EQUIPMENT (APPROX. LENGTH: 20')
PROPOSED AT&T 12'-2" LONG ICE BRIDGE
PROPOSED AT&T (9) DC CABLES AND (3) FIBER CABLES FROM WIC TO TOWER MOUNTED EQUIPMENT. APPROX. LENGTH: 119'
PROPOSED AT&T 6'-8"x8'-8" VERTIV STEEL WALK-IN-CABINET (SWIC)
WIC DOOR
SCHROFFTECH FAN TRAY
PROPOSED 9'-0"x15'-0" CONCRETE PAD
PROPOSED 30Kw DIESEL GENERATOR
PROPOSED CHAIN LINK FENCED COMPOUND
PROPOSED AT&T FIBER HANDHOLE
PROPOSED EQUIPMENT LAYOUT
1
PROPOSED 80'-0" MONOPOLE
PROPOSED AT&T ANTENNAS & ANCILLARY EQUIPMENT; (TYPICAL INSTALLATION INCLUDES (4) ANTENNAS, (5) RRH'S AND (1) SQUID PER SECTOR) MOUNTED TO PROPOSED SITE PRO 1 VFA12-WLL-30120 ANTENNA MOUNT
PROPOSED ANTENNA LAYOUT
2
AT&T
161 INVERNESS DRIVE W, 2ND FLOOR ENGLEWOOD, CO 80112
smartlink
1997 ANNAPOLIS EXCHANGE PARKWAY, SUITE 200 ANNAPOLIS, MD 21401
Trylon
1825 W. WALNUT HILL LANE, SUITE 120 IRVING, TEXAS 75038 1-855-569-5421
DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE PRINTED MEDIA ONLY.
SUBMITTALS
REV | DATE | DESCRIPTION | BY
A | 09/10/21 | 90% ZD | MH
B | 10/04/21 | 90% ZD | TRK
0 | 10/18/21 | 100% ZD | DAB
LICENSED PROFESSIONAL ENGINEER
CLIFF ABERNATHY
STATE OF UTAH
SITE INFORMATION
SITE NAME: SOMERSET_VILLAGE
LTE XC
SITE ID: UTL04163
FA#: 15201804
SITE ADDRESS: 2505 E CANYON RD SPANISH FORK, UT 84660
UTAH COUNTY
SHEET DESCRIPTION
EQUIPMENT AND ANTENNA LAYOUT
SHEET NO.
Z-3


NOTE:
STRUCTURAL ANALYSIS AND MOUNT ANALYSIS TO BE PERFORMED PRIOR TO EQUIPMENT INSTALLATION IN ORDER TO VERIFY THAT THE STRUCTURE IS ADEQUATE TO SUPPORT THE PROPOSED EQUIPMENT.
PROPOSED AT&T ANTENNAS & ANCILLARY EQUIPMENT; (TYPICAL INSTALLATION INCLUDES (4) ANTENNAS, (5) RRH'S AND (1) SQUID PER SECTOR) MOUNTED TO PROPOSED SITE PRO 1 VFA12-WLL-30120 ANTENNA MOUNT
PROPOSED 80'-0" MONOPOLE
PROPOSED AT&T (9) DC CABLES AND (3) FIBER CABLES FROM WIC TO TOWER MOUNTED EQUIPMENT. APPROX. LENGTH: 119'
80'-0" (TOP OF PROPOSED AT&T ANTENNA)
80'-0" (TOP OF PROPOSED MONOPOLE)
84'-0" (TOP OF PROPOSED LIGHTNING ROD)
PROPOSED AT&T 6'-8"x8'-8" VERTIV STEEL WALK-IN-CABINET (SWIC)
PROPOSED AT&T 30KW DIESEL GENERATOR
PROPOSED CHAIN LINK FENCED COMPOUND
PROPOSED SOUTH ELEVATION
1
PROPOSED UTILITY H-FRAME
PROPOSED EAST ELEVATION
2
AT&T
161 INVERNESS DRIVE W, 2ND FLOOR ENGLEWOOD, CO 80112
smartlink
1997 ANNAPOLIS EXCHANGE PARKWAY, SUITE 200 ANNAPOLIS, MD 21401
Trylon
1825 W. WALNUT HILL LANE, SUITE 120 IRVING, TEXAS 75038 1-855-569-5421
DRAWING SCALES ARE INTENDED FOR 11"x17" SIZE PRINTED MEDIA ONLY.
SUBMITTALS
REV | DATE | DESCRIPTION | BY
A | 09/10/21 | 90% ZD | MH
B | 10/04/21 | 90% ZD | TRK
0 | 10/18/21 | 100% ZD | DAB
LICENSED PROFESSIONAL ENGINEER
CLIFF ABERNATHY
STATE OF UTAH
SITE INFORMATION
SITE NAME: SOMERSET_VILLAGE
LTE XC
SITE ID: UTL04163
FA#: 15201804
SITE ADDRESS: 2505 E CANYON RD SPANISH FORK, UT 84660
UTAH COUNTY
SHEET DESCRIPTION
TOWER ELEVATIONS
SHEET NO.
Z-4



Leland Meadows Preliminary Plat and Zone Change Approval Request

June 22, 2022, Development Review Committee Meeting.

Located at 1550 West 900 South, including 78.3 acres.

The applicant has requested Preliminary Plat approval for a Master Planned Development that includes two hundred and forty (240) residential lots and units.

The subject property is zoned Rural Residential and the applicant has requested a change to the R-3 and R-1-15 zones.

Key Issues

1. Zoning.
2. General Plan Designations.
3. Consistency with the General Plan.
4. Utilities.
5. Access.
6. Roundabout.
7. Landscaping.

Recommendation

That the proposed Preliminary Plat and Zone Change be approved based on the following findings and subject to the following conditions:

Findings

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

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 provides a street tree plan, landscape plan and specific details for other improvements in the development.

Exhibits

1. Preliminary Plat.
2. Elevations.
3. Roundabout Plan.
4. CC&R's.

LELAND MEADOWS SUBDIVISION

A RESIDENTIAL SUBDIVISION
SPANISH FORK, UTAH
PRELIMINARY PLAN SET

-SHEET INDEX-

SHEET	SHEET NAME
1	COVER
2A	OVERALL BOUNDARY
2B	OVERALL BOUNDARY
3A	OVERALL SITE PLAN
3B	OVERALL SITE PLAN
3C	OVERALL SITE PLAN
4A	EXISTING TOPOGRAPHY
4B	EXISTING TOPOGRAPHY
5A	DRAINAGE PLAN
5B	DRAINAGE PLAN
6	PHASING PLAN
7A	ELECTRICAL PLAN
7B	ELECTRICAL PLAN
DT-01	DETAIL SHEET
DT-02	DETAIL SHEET
ROS	RECORD OF SURVEY

GENERAL NOTES:
1. ALL CONSTRUCTION WILL CONFORM TO SPANISH FORK CITY STANDARDS.
2. ELECTRICAL SYSTEM TO BE INSTALLED AS PER SPANISH FORK CITY ELECTRICAL DESIGN AND STANDARDS. ANY ELECTRICAL DESIGNS AS PER ARCHITECT/DEVELOPER DRAWING SHALL BE SUPERSEDED BY CITY DESIGN.
3. ALL ELECTRICAL IMPROVEMENTS SHALL BE INSTALLED TO THE MOST CURRENT VERSION OF THE SPANISH FORK CITY CONSTRUCTION STANDARDS.
4. IF NEWER VERSION OF STANDARDS IS RELEASED DURING PROJECT THE PROJECT SHALL BE COMPLETED USING STANDARDS VERSION THAT WERE ISSUED AT PRE-CONSTRUCTION MEETING.
5. ANY EXISTING FACILITIES AFFECTED BY THE DEVELOPMENT WILL NEED TO BE BROUGHT TO CURRENT NEC, NESC, AND CITY STANDARDS AT DEVELOPERS EXPENSE INCLUDING BUT NOT LIMITED TO UPGRADING OF METER BASE, SERVICE CONDUITS, COMMUNICATIONS SERVICES, AND LANDSCAPING RESTORATION.

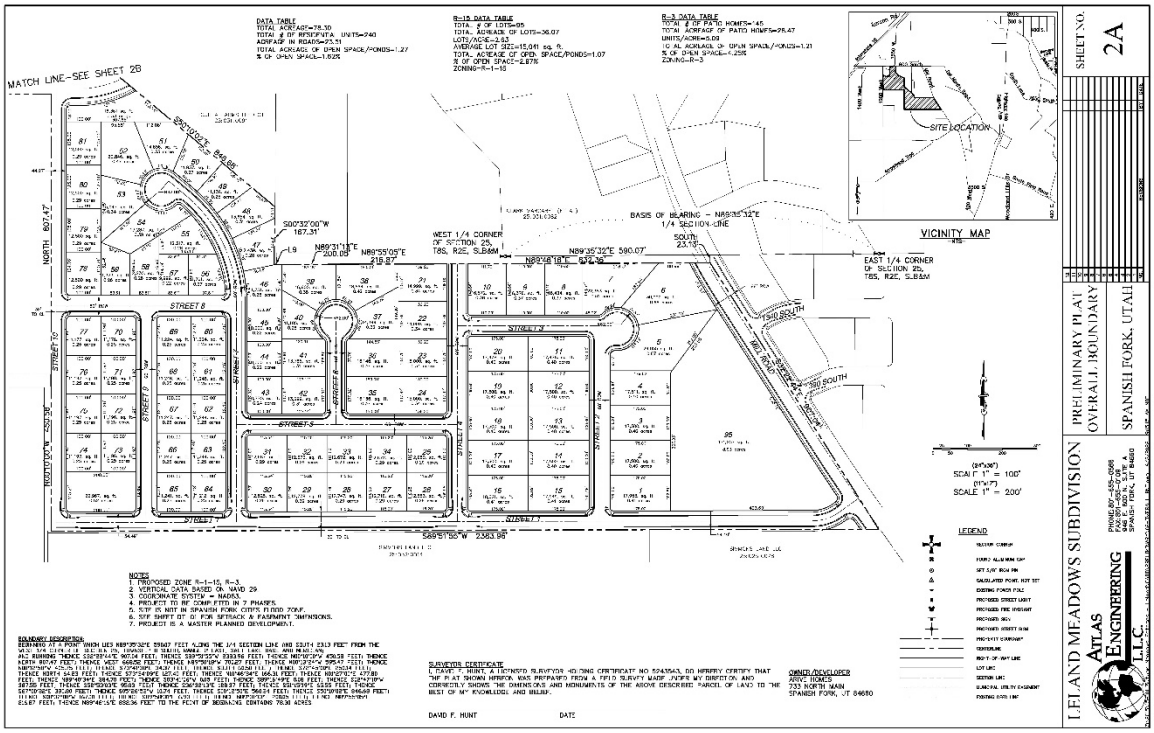


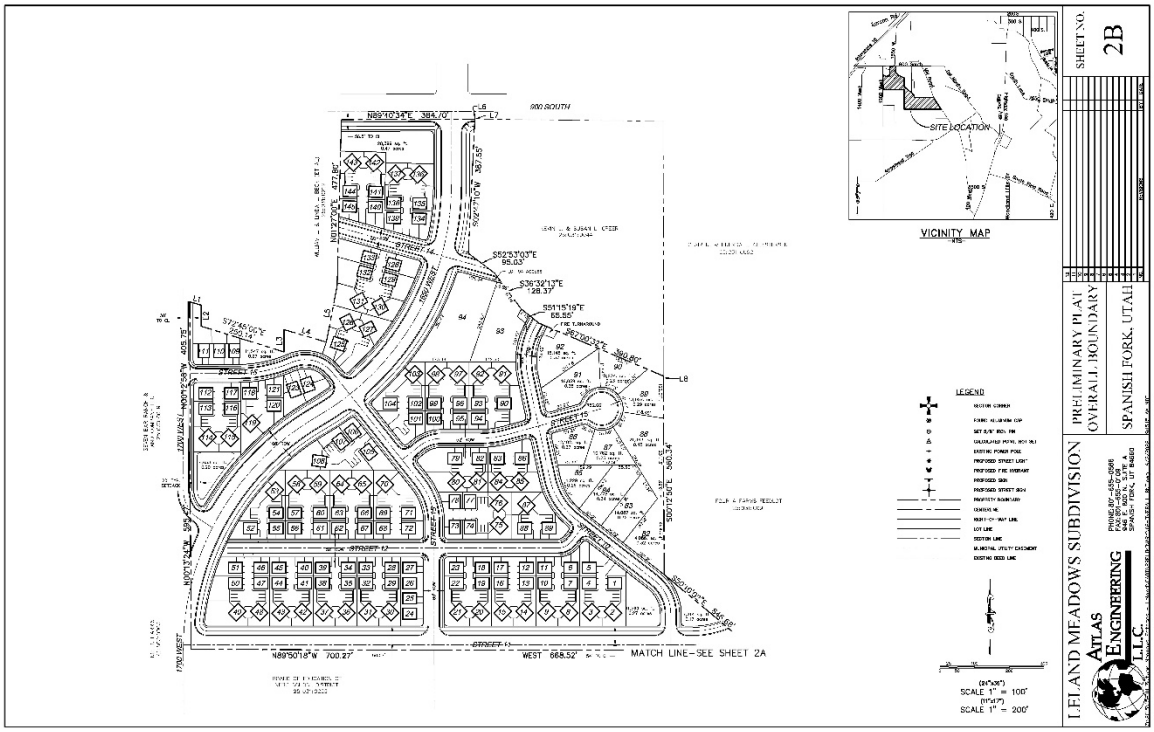
VICINITY MAP

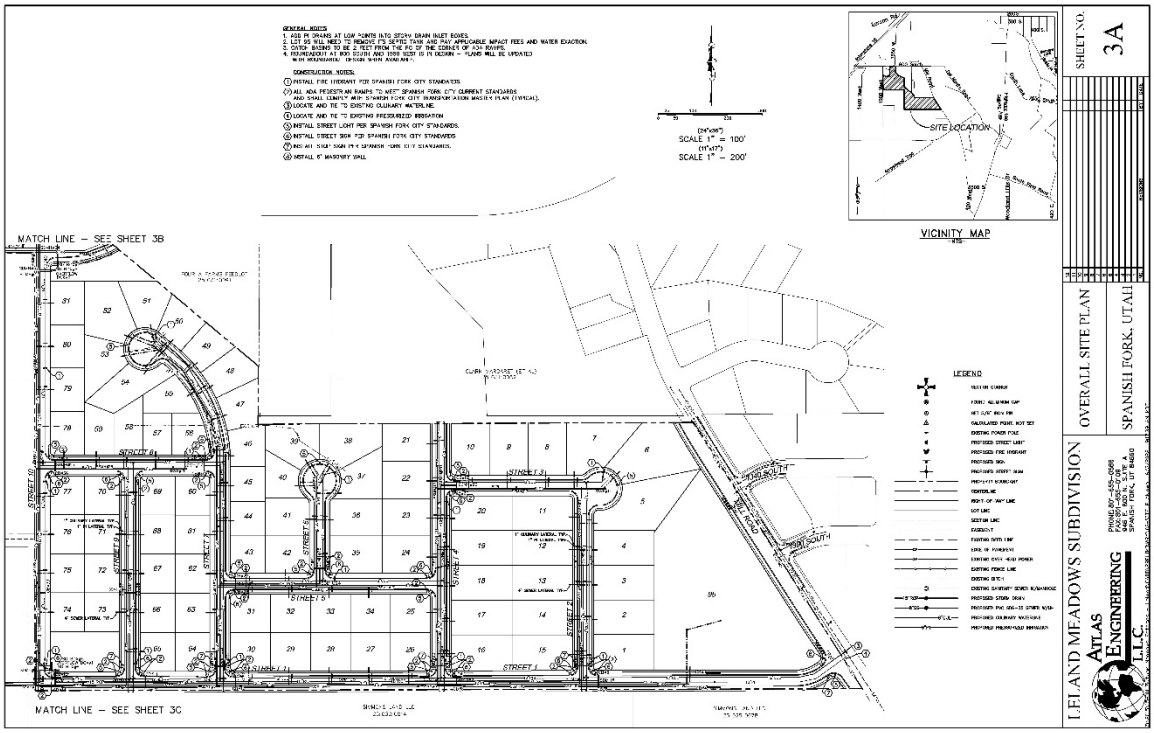
OWNER/DEVELOPER
ARIVE HOMES
733 NORTH MAIN
SPANISH FORK, UT 84660

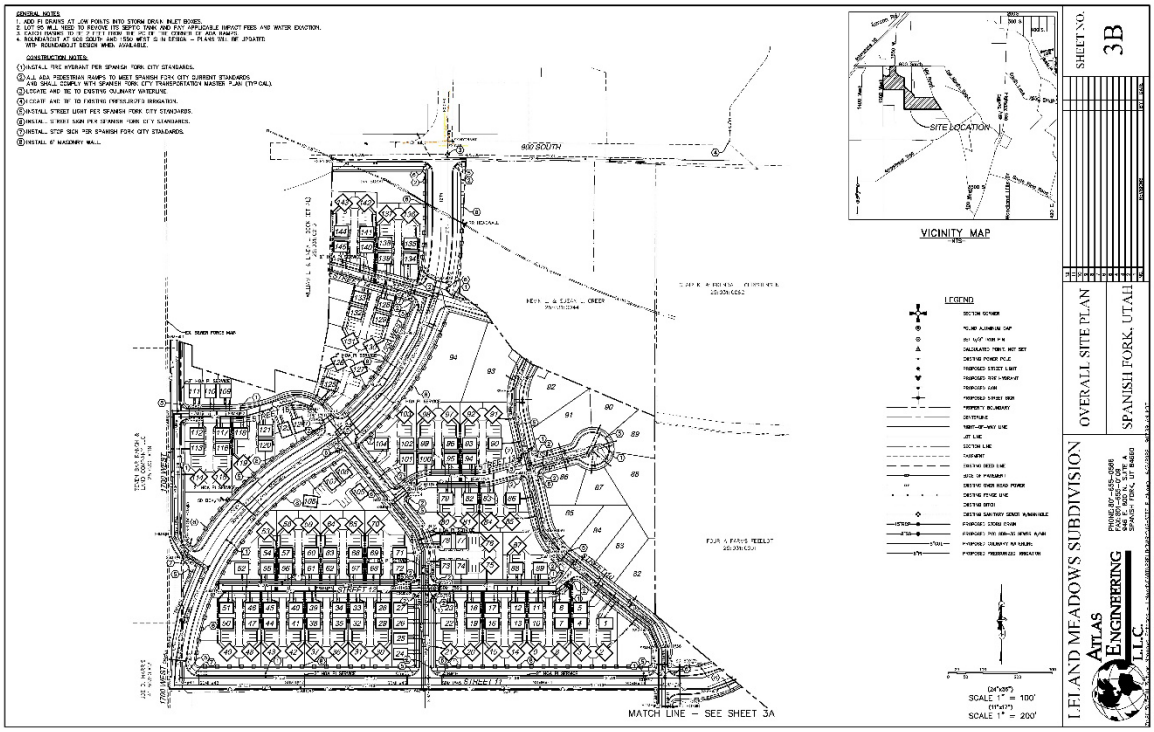
LELAND MEADOWS SUBDIVISION

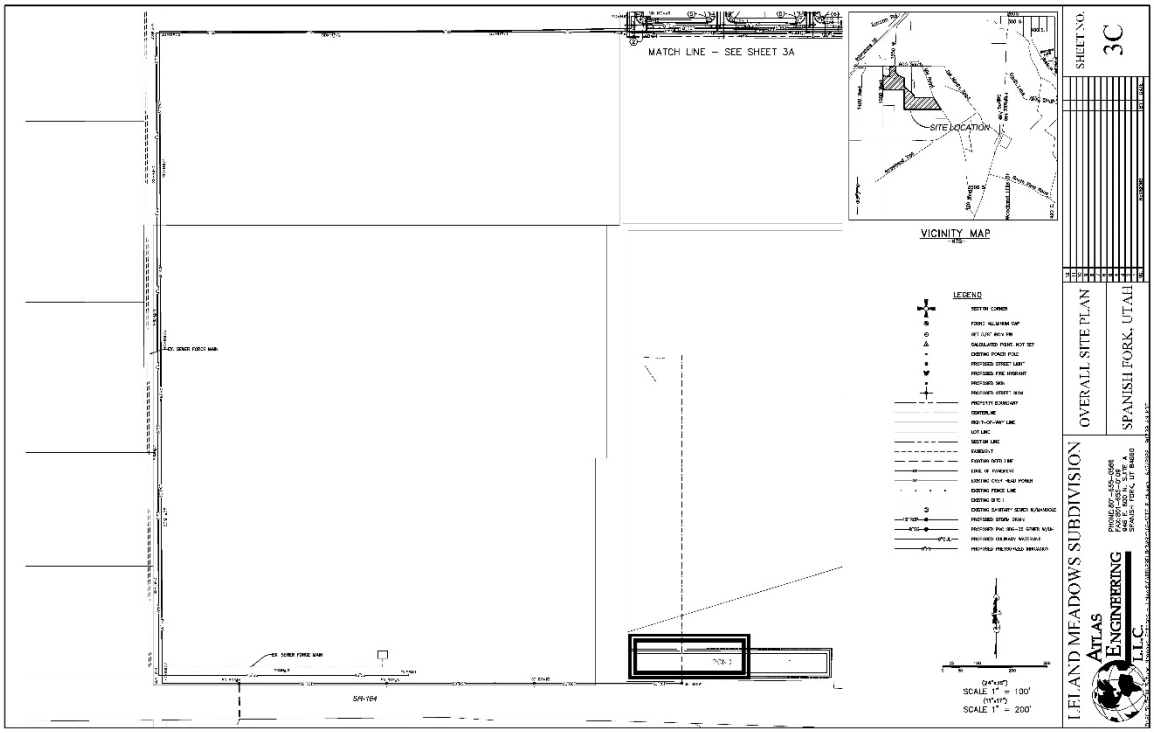
ATLAS ENGINEERING L.L.C.
PHONE: 801-655-0566
FAX: 801-655-0108
946 E 800 N SUITE A
SPANISH FORK, UT 84660

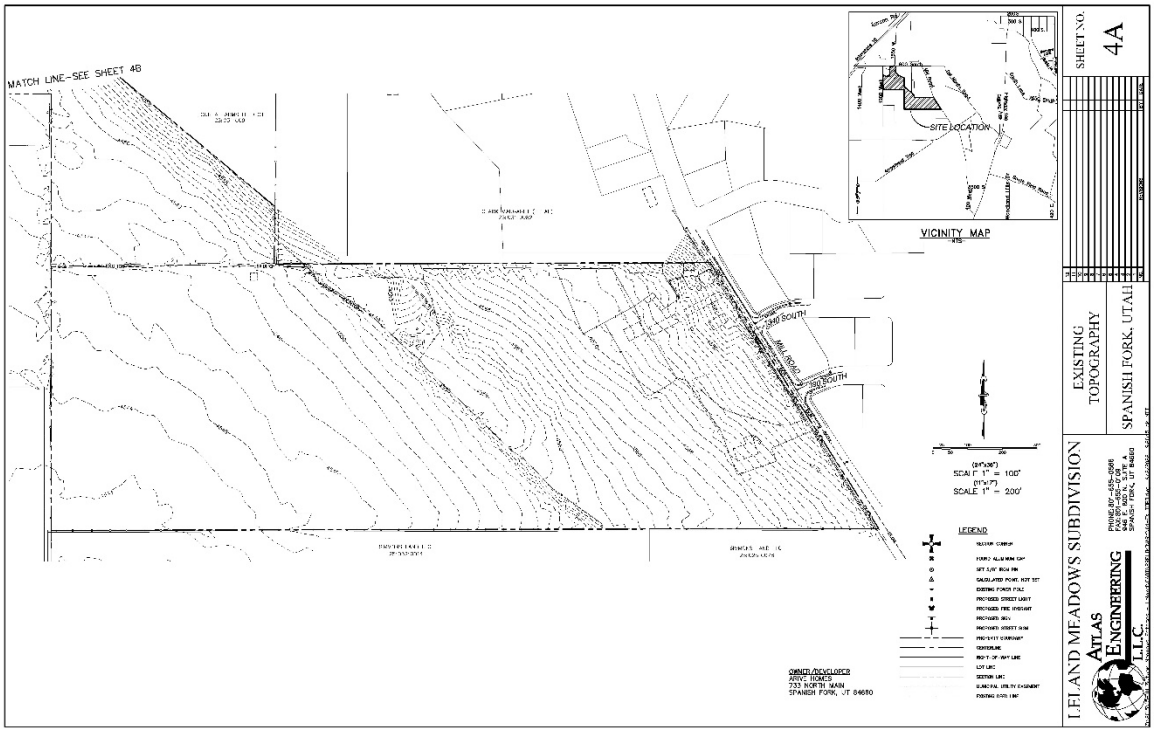


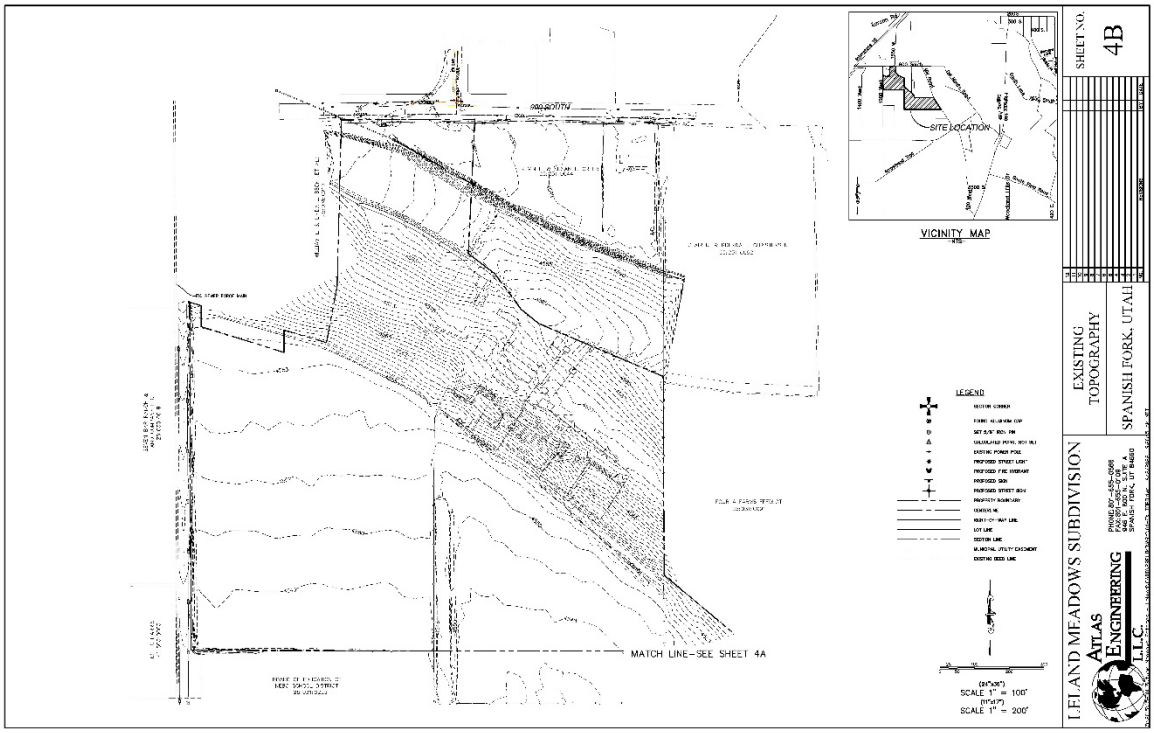

SHEET NO. 2B
PRELIMINARY PLAT
OVERALL BOUNDARY
SPANISH FORK, UTAH
I.FI.AND MEADOWS SUBDIVISION
ATLAS ENGINEERING L.L.C.
VICINITY MAP
SITE LOCATION
LEGEND
MATCH LINE-SEE SHEET 2A
SCALE 1" = 100'
SCALE 1" = 200'

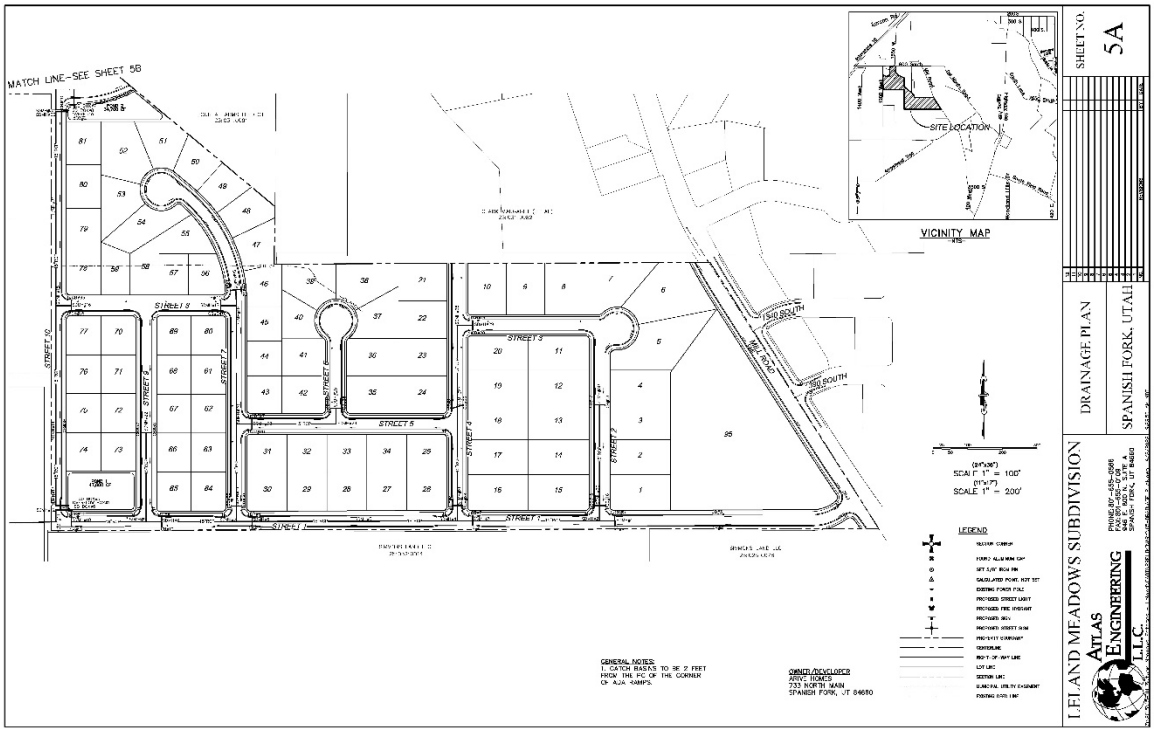

SHEET NO. 3A
OVERALL SITE PLAN
SPANISH FORK, UTAH
I.FI.AND MEADOWS SUBDIVISION
ATLAS ENGINEERING L.L.C.
VICINITY MAP
SITE LOCATION
LEGEND
MATCH LINE – SEE SHEET 3B
MATCH LINE – SEE SHEET 3C
SCALE 1" = 100'
SCALE 1" = 200'

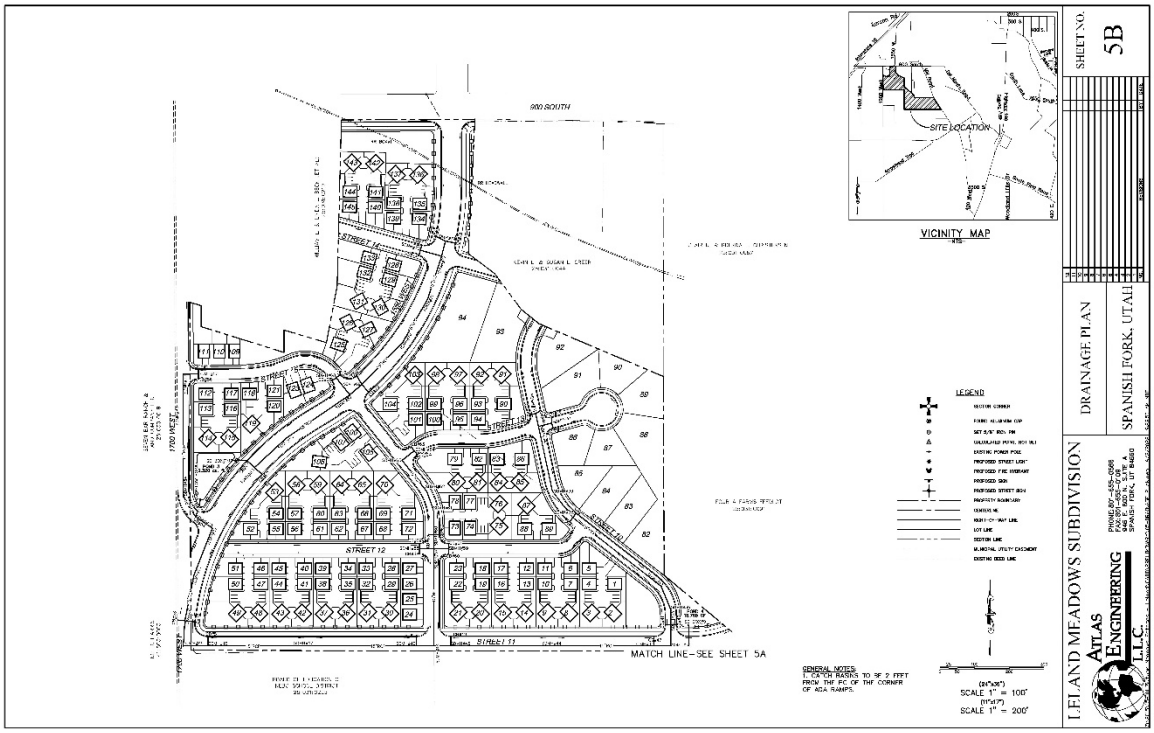

GENERAL NOTES:
CONSTRUCTION NOTES:
MATCH LINE – SEE SHEET 3A
VICINITY MAP
SITE LOCATION
LEGEND
SCALE 1" = 100'
SCALE 1" = 200'
SHEET NO. 3B
OVERALL SITE PLAN
SPANISH FORK, UTAH
I.F.L. AND MEADOWS SUBDIVISION
ATLAS ENGINEERING L.L.C.

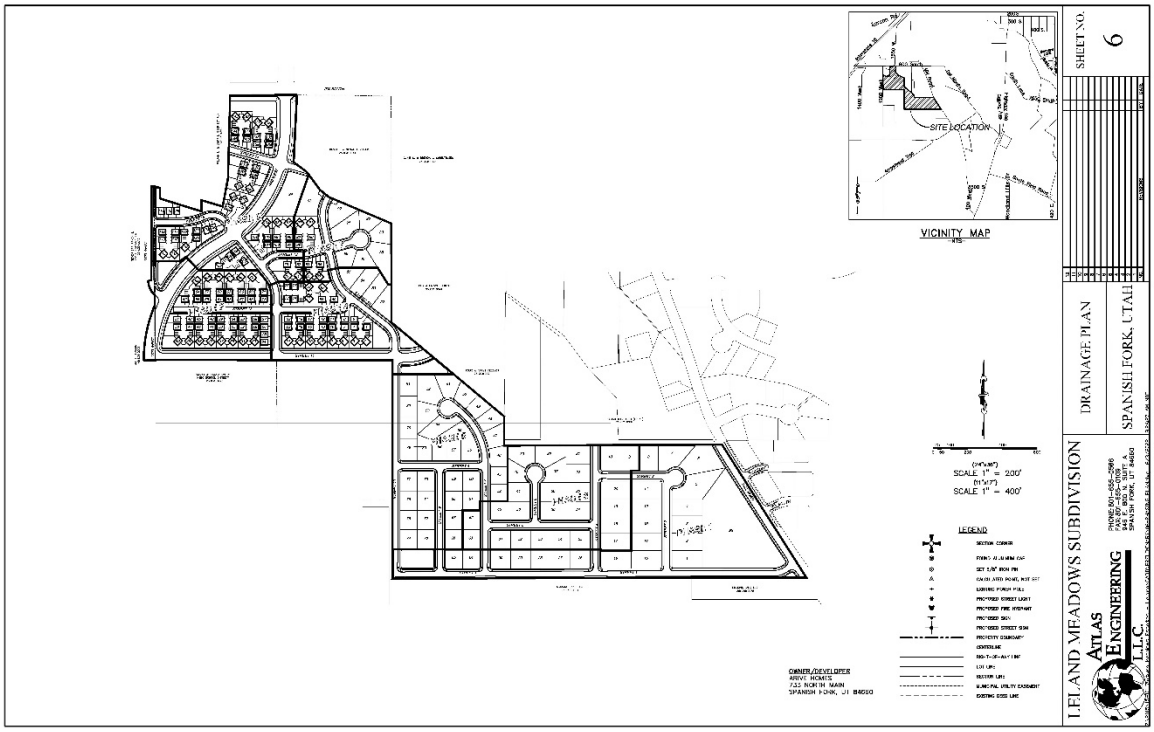

MATCH LINE – SEE SHEET 3A
VICINITY MAP
SITE LOCATION
LEGEND
SR-164
SCALE 1" = 100'
SCALE 1" = 200'
SHEET NO. 3C
OVERALL SITE PLAN
SPANISH FORK, UTAH
I.F.L. AND MEADOWS SUBDIVISION
ATLAS ENGINEERING L.L.C.

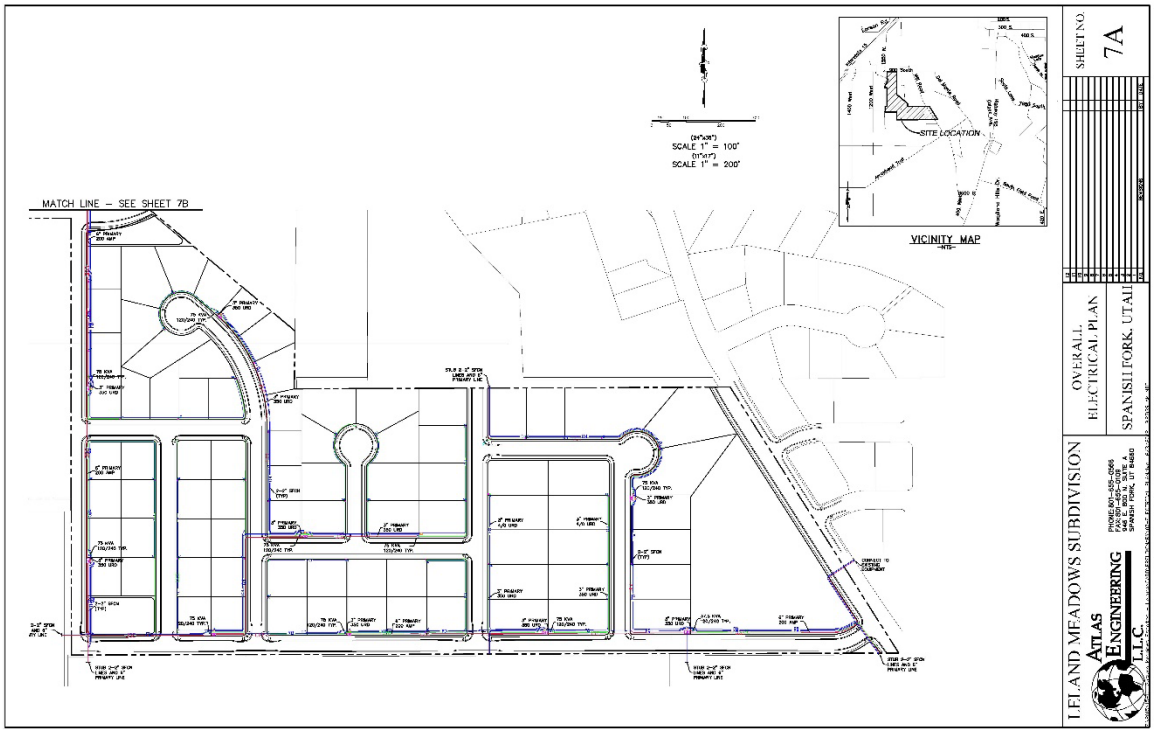

MATCH LINE-SEE SHEET 4B
SITE LOCATION
VICINITY MAP
3900 SOUTH
MAIN ROAD
LEGEND
OWNER/DEVELOPER
ARUP HOMES
733 NORTH MAIN
SPANISH FORK, UT 84660
SCALE 1" = 100'
SCALE 1" = 200'
SHEET NO.
4A
EXISTING TOPOGRAPHY
SPANISH FORK, UTAH
I.F.L.AND MEADOWS SUBDIVISION
ATLAS ENGINEERING L.L.C.

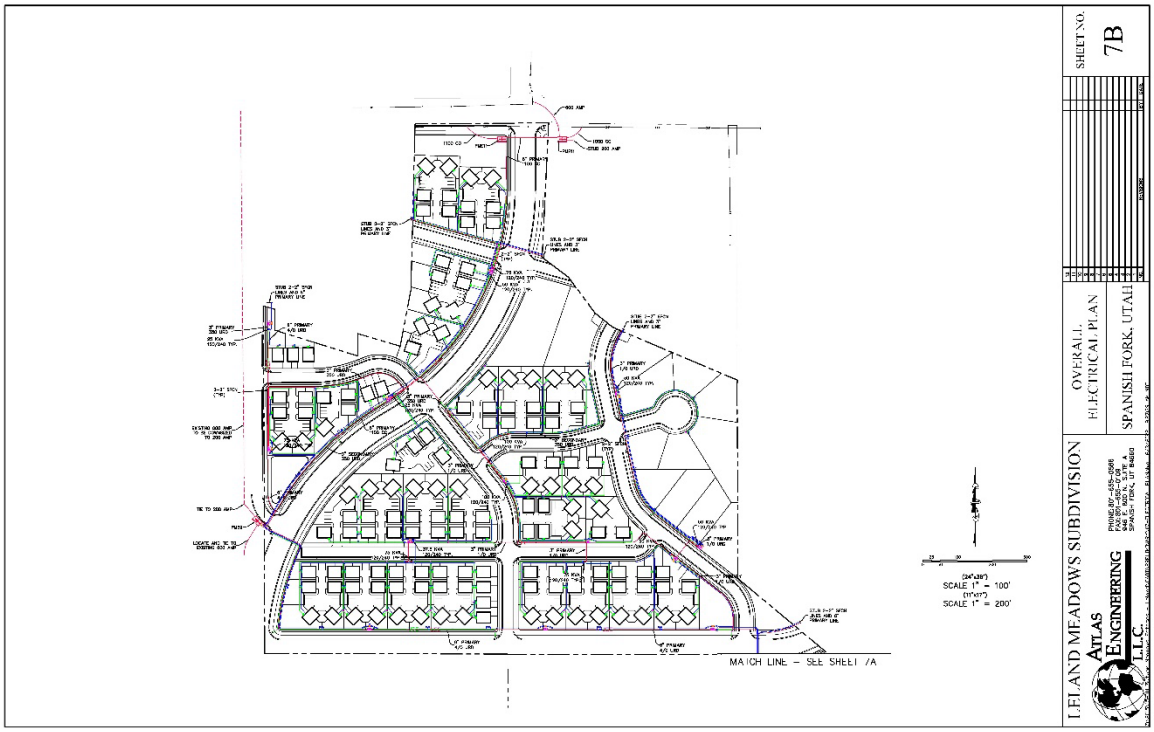

3900 SOUTH
SITE LOCATION
VICINITY MAP
LEGEND
MATCH LINE-SEE SHEET 4A
SCALE 1" = 100'
SCALE 1" = 200'
SHEET NO.
4B
EXISTING TOPOGRAPHY
SPANISH FORK, UTAH
I.F.L.AND MEADOWS SUBDIVISION
ATLAS ENGINEERING L.L.C.

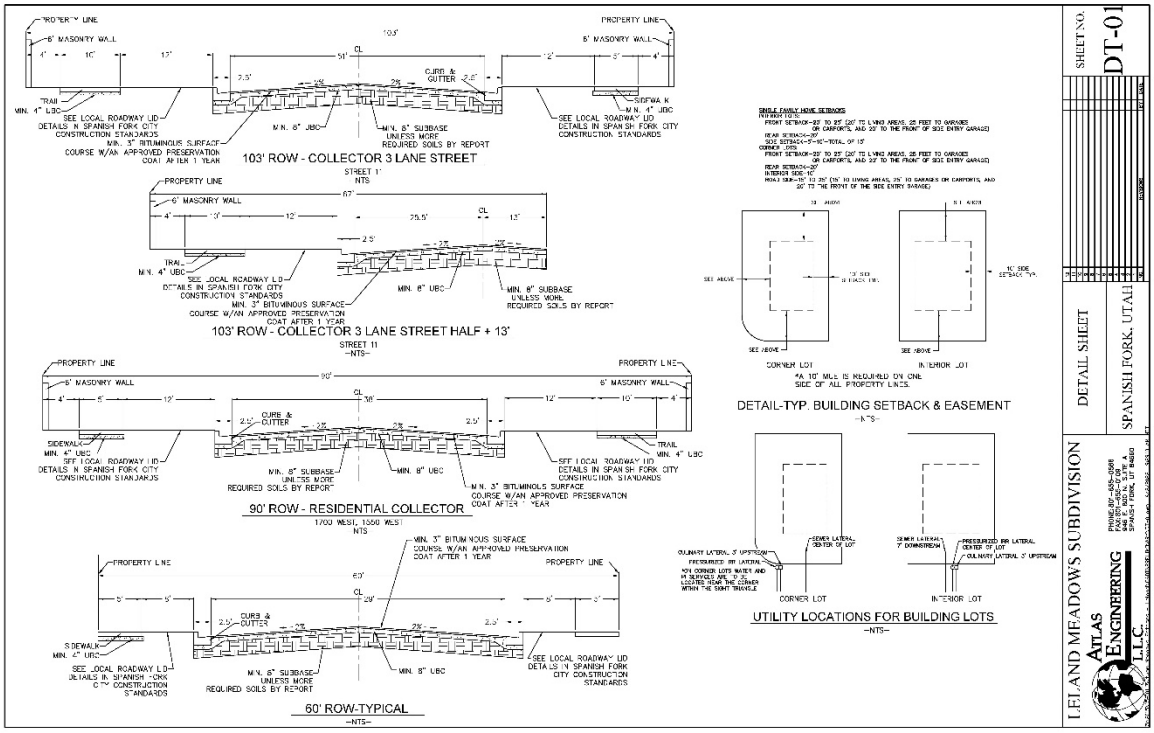

MATCH LINE-SEE SHEET 5B
SITE LOCATION
VICINITY MAP
LEGEND
GENERAL NOTES:
1. CATCH BASINS TO BE 2' FEET FROM THE PC OF THE CORNER OF ADA RAMPS.
OWNER/DEVELOPER
ARUP HOMES
733 NORTH MAIN
SPANISH FORK, UT 84660
SCALE 1" = 100'
SCALE 1" = 200'
I.ELAND MEADOWS SUBDIVISION
DRAINAGE PLAN
SPANISH FORK, UTAH
ATLAS ENGINEERING L.L.C.
SHEET NO. 5A

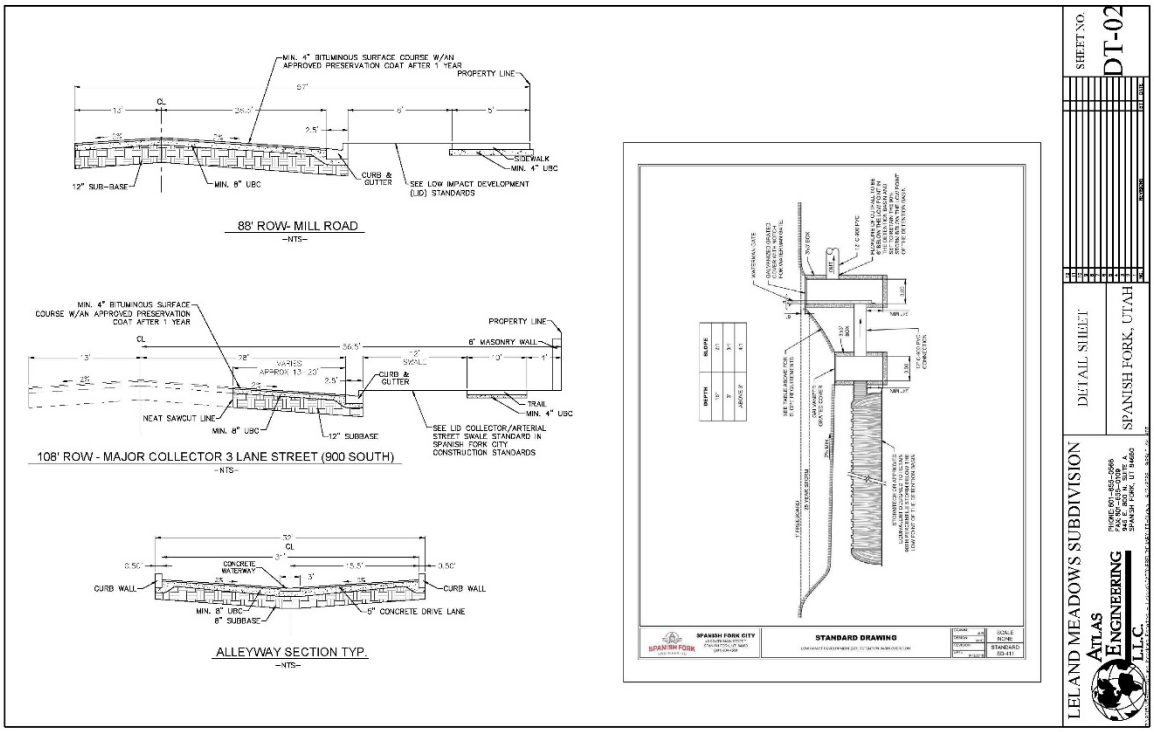

900 SOUTH
SITE LOCATION
VICINITY MAP
LEGEND
MATCH LINE-SEE SHEET 5A
GENERAL NOTES:
1. CATCH BASINS TO BE 2' FEET FROM THE PC OF THE CORNER OF ADA RAMPS.
SCALE 1" = 100'
SCALE 1" = 200'
I.ELAND MEADOWS SUBDIVISION
DRAINAGE PLAN
SPANISH FORK, UTAH
ATLAS ENGINEERING L.L.C.
SHEET NO. 5B

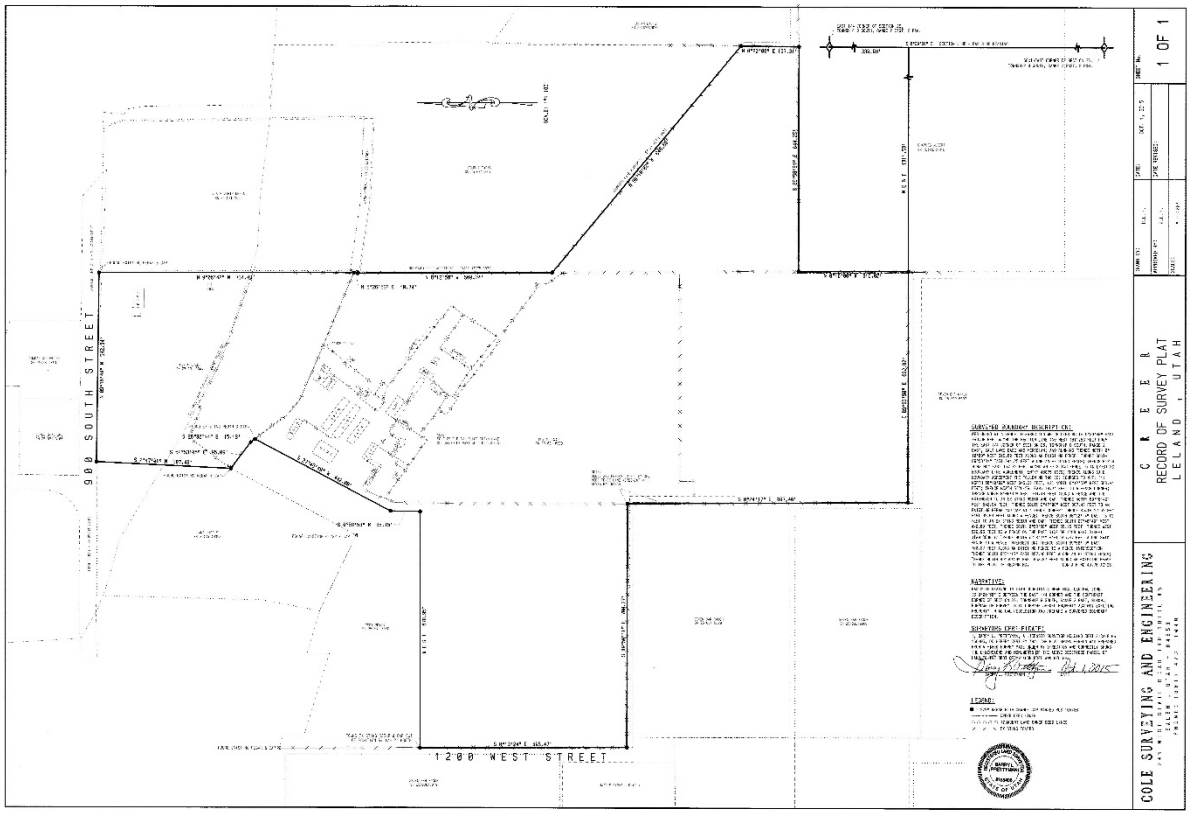

SITE LOCATION
VICINITY MAP
SCALE 1" = 200'
SCALE 1" = 400'
LEGEND
OWNER/DEVELOPER
SHEET NO. 6
DRAINAGE PLAN
SPANISH FORK, UTAH
ATLAS ENGINEERING L.L.C.
LELAND MEADOWS SUBDIVISION


MATCH LINE – SEE SHEET 7B
SCALE 1" = 100'
SCALE 1" = 200'
SITE LOCATION
VICINITY MAP
SHEET NO. 7A
OVERALL ELECTRICAL PLAN
SPANISH FORK, UTAH
ATLAS ENGINEERING L.L.C.
LELAND MEADOWS SUBDIVISION


SHEET NO.
7B
OVERALL ELECTRICAL PLAN
SPANISH FORK, UTAH
I.ELAND MEADOWS SUBDIVISION
ATLAS ENGINEERING L.L.C.
MATCH LINE – SEE SHEET 7A
SCALE 1" = 100'
SCALE 1" = 200'


SHEET NO.
DT-01
DETAIL SHEET
SPANISH FORK, UTAH
I.ELAND MEADOWS SUBDIVISION
ATLAS ENGINEERING L.L.C.
PROPERTY LINE
6' MASONRY WALL
CURB & GUTTER
SIDEWALK
TRAIL
SEE LOCAL ROADWAY I.D. DETAILS IN SPANISH FORK CITY CONSTRUCTION STANDARDS
MIN. 3" BITUMINOUS SURFACE COURSE W/AN APPROVED PRESERVATION COAT AFTER 1 YEAR
MIN. 6" SUBBASE UNLESS MORE REQUIRED SOILS BY REPORT
MIN. 8" UBC
103' ROW - COLLECTOR 3 LANE STREET
103' ROW - COLLECTOR 3 LANE STREET HALF + 13'
90' ROW - RESIDENTIAL COLLECTOR
60' ROW-TYPICAL
DETAIL-TYP. BUILDING SETBACK & EASEMENT
CORNER LOT
INTERIOR LOT
UTILITY LOCATIONS FOR BUILDING LOTS


MIN. 4" BITUMINOUS SURFACE COURSE W/AN APPROVED PRESERVATION COAT AFTER 1 YEAR
PROPERTY LINE
CL
CURB & GUTTER
SIDEWALK MIN. 4" UBC
12" SUB-BASE
MIN. 8" UBC
SEE LOW IMPACT DEVELOPMENT (LID) STANDARDS
88' ROW- MILL ROAD
-NTS-
MIN. 4" BITUMINOUS SURFACE COURSE W/AN APPROVED PRESERVATION COAT AFTER 1 YEAR
PROPERTY LINE
8' MASONRY WALL
CL
CURB & GUTTER
TRAIL
MIN. 4" UBC
NEAT SAWCUT LINE
MIN. 8" UBC
12" SUBBASE
SEE LID COLLECTOR/ARTERIAL STREET SWALE STANDARD IN SPANISH FORK CITY CONSTRUCTION STANDARDS
108' ROW - MAJOR COLLECTOR 3 LANE STREET (900 SOUTH)
-NTS-
CONCRETE WATERWAY
CURB WALL
CURB WALL
MIN. 8" UBC
8" SUBBASE
9' CONCRETE DRIVE LANE
ALLEYWAY SECTION TYP.
-NTS-
SPANISH FORK CITY
STANDARD DRAWING
SHEET NO.
DT-02
DETAIL SHEET
SPANISH FORK, UTAH
LELAND MEADOWS SUBDIVISION
ATLAS ENGINEERING L.L.C.


900 SOUTH STREET
1200 WEST STREET
C R E E R
RECORD OF SURVEY PLAT
LELAND, UTAH
COLE SURVEYING AND ENGINEERING
1 OF 1


LELAND MEADOWS MASTER PLAN
NEBO SCHOOL DISTRICT

























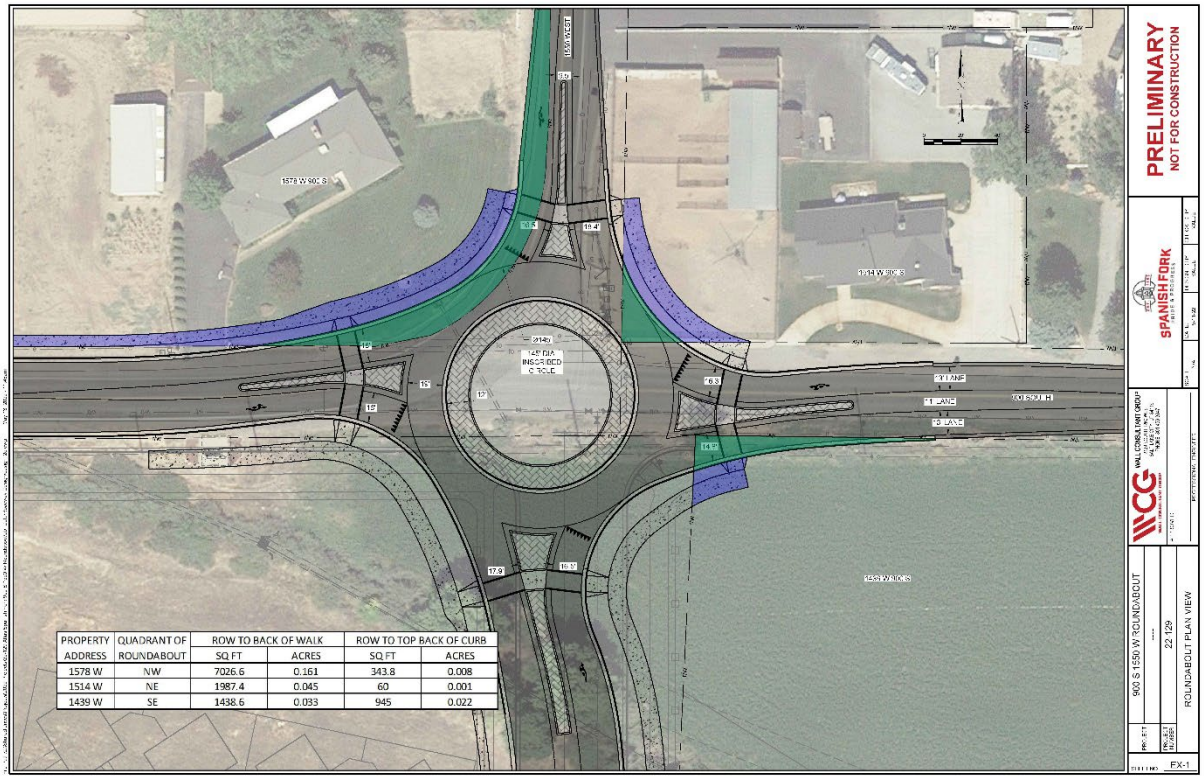


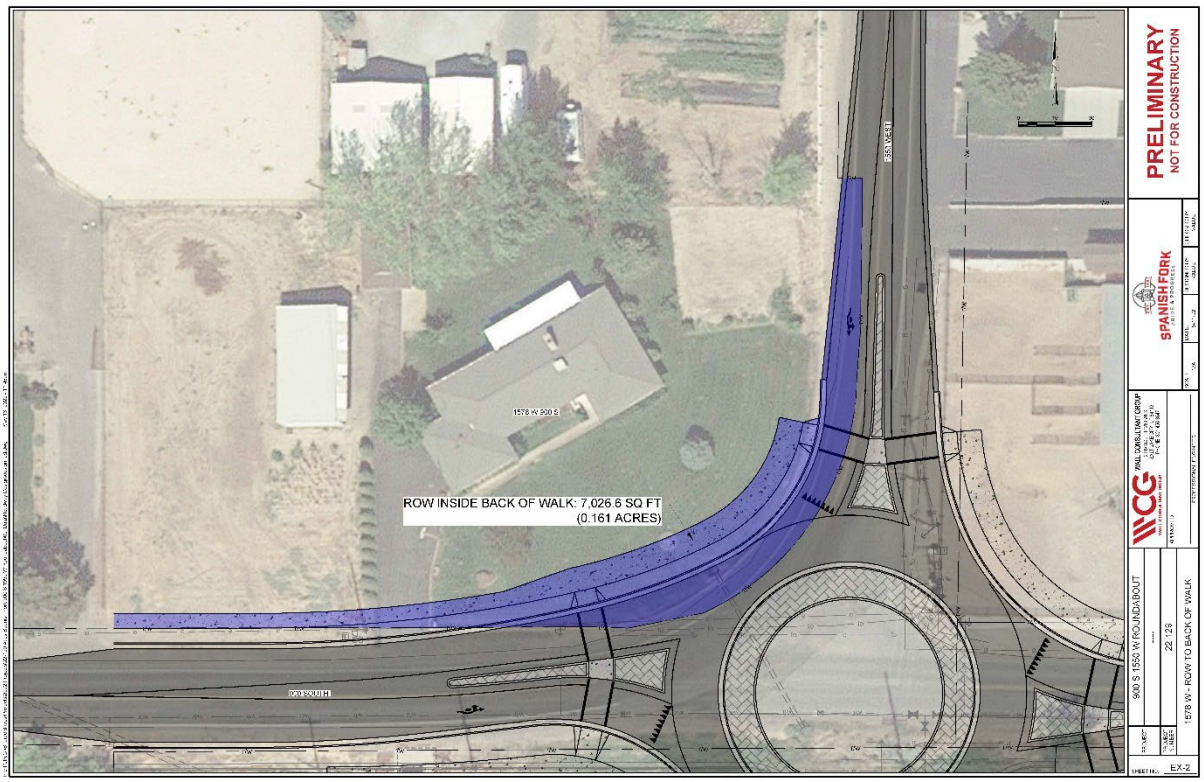


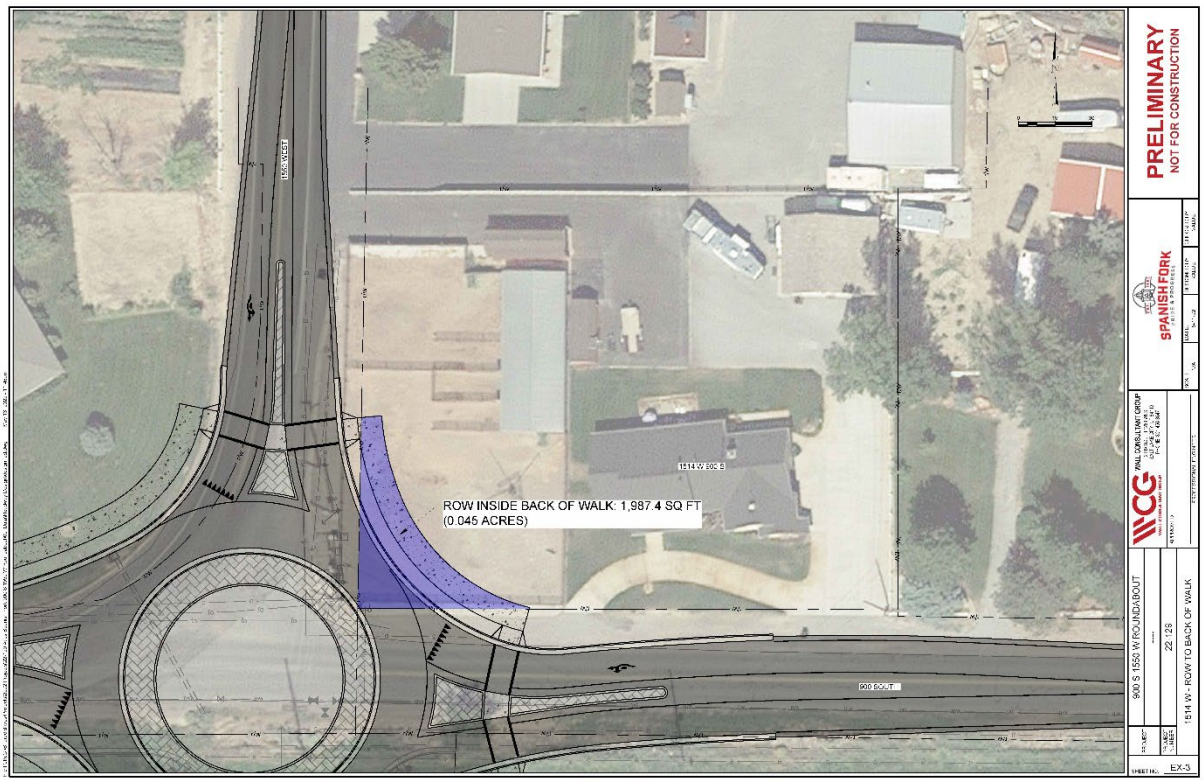


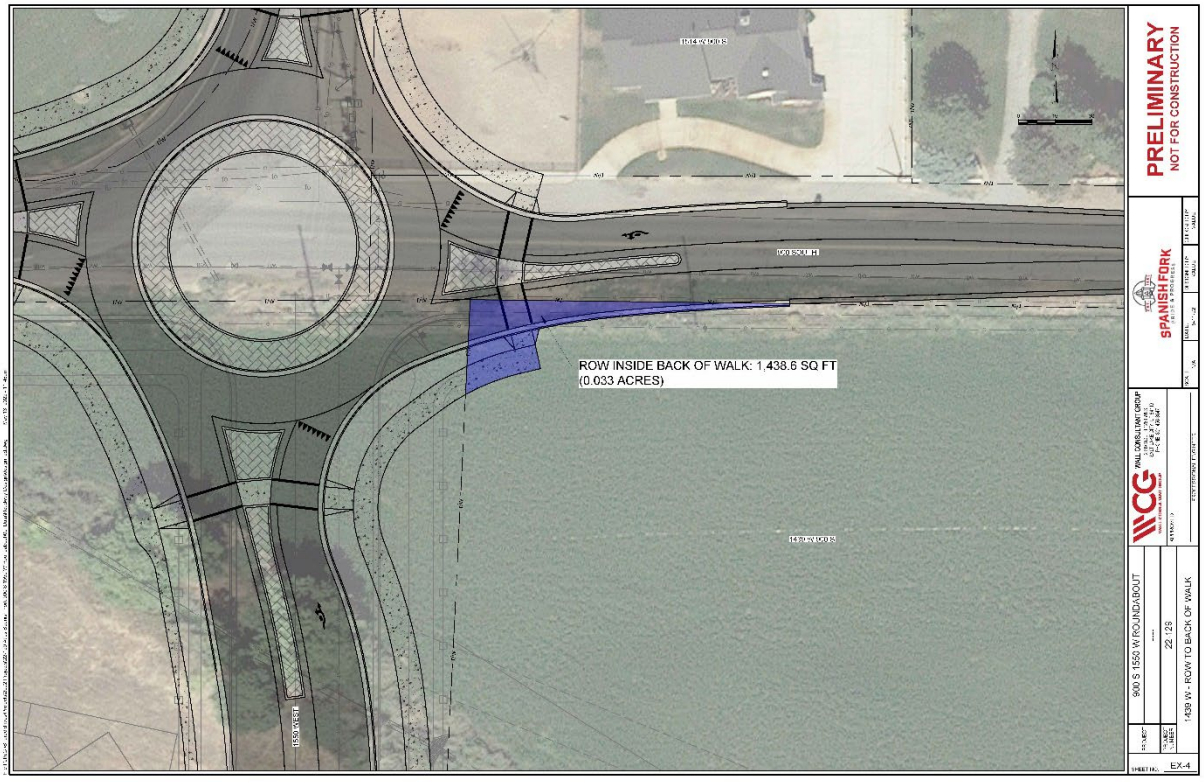


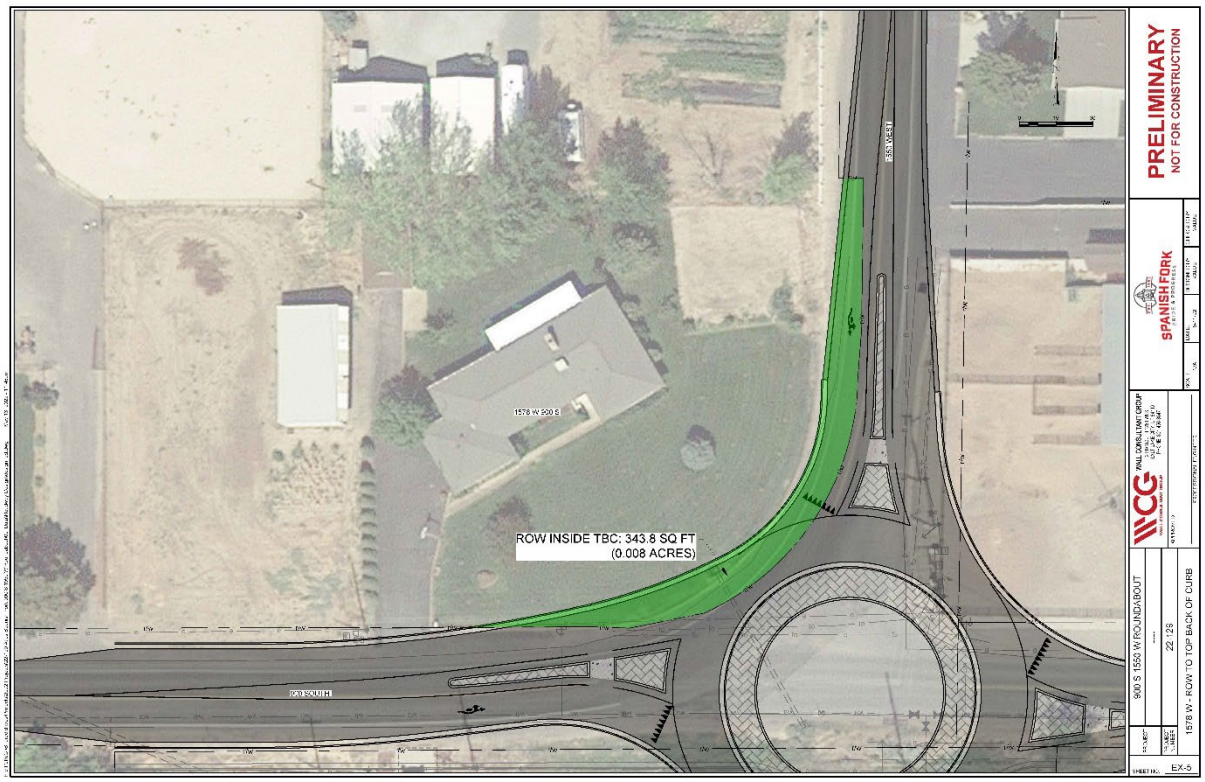


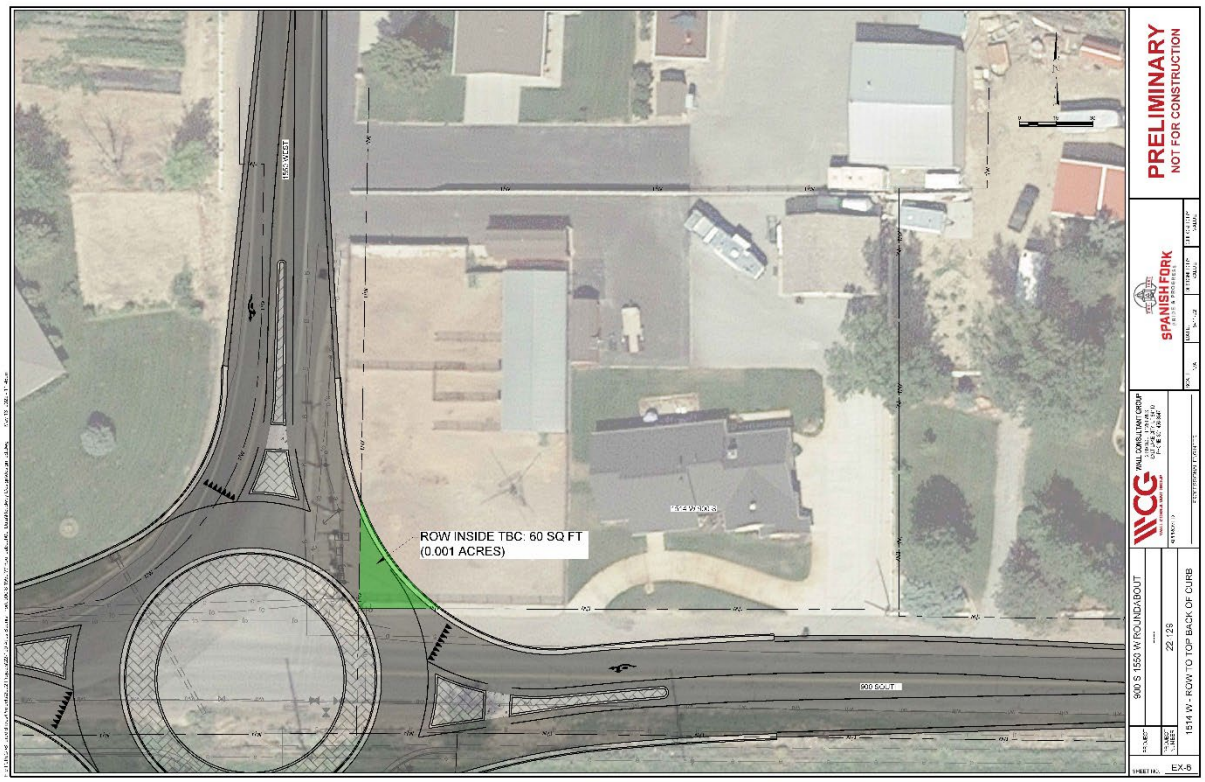

PRELIMINARY
NOT FOR CONSTRUCTION
SPANISH FORK
900 S 1550 W ROUNDABOUT
22-129
ROUNDABOUT PLAN VIEW
EX-1
1550 WEST
1578 W 900 S
1514 W 900 S
1439 W 900 S
145' DIA INSCRIBED O-TRUCK
SOUTH
1550 W 900 S
17.9
16.5'
PROPERTY ADDRESS | QUADRANT OF ROUNDABOUT | ROW TO BACK OF WALK SQ FT | ROW TO BACK OF WALK ACRES | ROW TO TOP BACK OF CURB SQ FT | ROW TO TOP BACK OF CURB ACRES
1578 W | NW | 7026.6 | 0.161 | 343.8 | 0.008
1514 W | NE | 1987.4 | 0.045 | 60 | 0.001
1439 W | SE | 1438.6 | 0.033 | 945 | 0.022

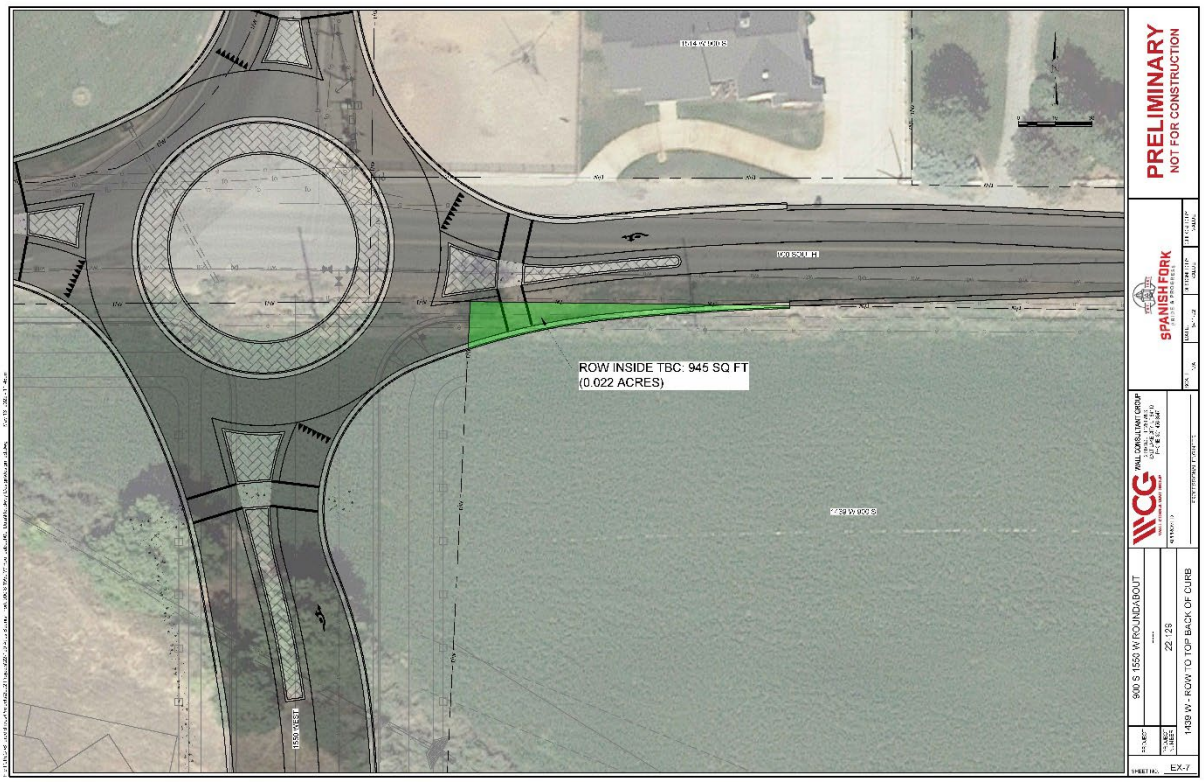

PRELIMINARY
NOT FOR CONSTRUCTION
SPANISH FORK
900 S 1550 W ROUNDABOUT
22-129
1578 W - ROW TO BACK OF WALK
EX-2
1550 WEST
1578 W 900 S
ROW INSIDE BACK OF WALK: 7,026.6 SQ FT
(0.161 ACRES)
SOUTH


ROW INSIDE BACK OF WALK: 1,987.4 SQ FT
(0.045 ACRES)
PRELIMINARY
NOT FOR CONSTRUCTION
SPANISH FORK
900 S 1556 W ROUNDABOUT
22 128
1514 W - ROW TO BACK OF WALK
EX-3


ROW INSIDE BACK OF WALK: 1,438.6 SQ FT
(0.033 ACRES)
PRELIMINARY
NOT FOR CONSTRUCTION
SPANISH FORK
900 S 1556 W ROUNDABOUT
22 128
1439 W - ROW TO BACK OF WALK
EX-4


ROW INSIDE TBC: 343.8 SQ FT
(0.008 ACRES)
1578 W 900 S
1556 W ST
900 SOUTH ST
PRELIMINARY
NOT FOR CONSTRUCTION
SPANISH FORK
900 S 1556 W ROUNDABOUT
22 129
1578 W - ROW TO TOP BACK OF CURB
EX-5


ROW INSIDE TBC: 60 SQ FT
(0.001 ACRES)
1556 W ST
1514 W DRIVE
900 SOUTH ST
PRELIMINARY
NOT FOR CONSTRUCTION
SPANISH FORK
900 S 1556 W ROUNDABOUT
22 129
1514 W - ROW TO TOP BACK OF CURB
EX-6


ROW INSIDE TBC: 945 SQ FT
(0.022 ACRES)
PRELIMINARY
NOT FOR CONSTRUCTION
SPANISH FORK
900 S 1550 W ROUNDABOUT
22-128
1439 W - ROW TO TOP BACK OF CURB
EX-7

LELAND MEADOWS HOMEOWNERS ASSOCIATION
SPANISH FORK, UTAH

DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS
FOR
LELAND MEADOWS
AN EXPANDABLE PLANNED UNIT DEVELOPMENT

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This Declaration of Protective Covenants, Conditions, & Restrictions for Leland Meadows Homeowners Association ("Declaration"), an expandable residential project, is made as of the date of its recording in the Utah County Recorder's Office by SNA-AM LLC, a Utah limited liability company ("Declarant").

SECTIONS 10.2(e), 10.15, AND 20.7 CONTAIN NOTICES THAT EVERY HOMEOWNER SHOULD REVIEW.

RECITALS

1. Declarant is the owner of fee simple title to that certain real property situated in the city of Spanish Fork, Utah County, and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

2. Declarant will create within and upon the Property (as defined below) a strictly residential complex to be known as Leland Meadows, initially made up of 107 Lots. In order to enhance and protect the value, desirability, and attractiveness of the Property, Declarant desires to establish protective covenants, conditions, and restrictions thereon. Hereafter, conveyance of title to the Property or any portion thereof will be subject to the protective covenants, conditions, and restrictions hereinafter set forth.

3. To provide efficient management for Leland Meadows and to preserve its value, desirability, and attractiveness, Declarant will incorporate a Utah nonprofit corporation called Leland Meadows Homeowners Association and Declarant delegates and assigns to such Association the powers of managing Leland Meadows, of maintaining and administering the Common Areas, of administering and enforcing all covenants, conditions, and restrictions, of collecting and disbursing funds pursuant to the assessments and charges hereinafter created and referred to and of performing such other acts as shall generally benefit Leland Meadows.

4. Declarant and/or its Nominee(s) (as defined below) shall develop and improve the Property.

5. Notwithstanding anything to the contrary herein, no provision of this Declaration shall prevent the Declarant, or a Nominee, or their successors or assigns, from doing any of the following: (1) installation and completion of Improvements; (2) using any Building or Residence owned by the Declarant or a Nominee as a model home and/or a temporary construction or sales office; and (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City or Utah County ordinances. Notwithstanding anything to the contrary herein, no provision of this Declaration shall prevent the Declarant, or its successors or assigns, from doing any of the following: (4) assignments of rights under this Declaration in whole or part; and (5) retentions of rights with respect to subsequent phases of the Project.

SUBMISSION

1. The Property described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby submitted to the Utah Community Association Act (the "Act").

2. The Property is made subject to, and shall be governed by the Act, this Declaration, and the covenants, conditions and restrictions set forth herein. The Property is also subject to the right of Spanish Fork City to access the roads within the Project for emergency vehicles, service vehicles, and for all of the utility installations up to the residential meters.

3. The Property is subject to described easements and rights of way including those depicted on the Plat. Easements and rights-of-way in favor of Spanish Fork City include any dedicated roadways and public utility easements and are depicted on the Plat, together with all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel or real property.

COVENANTS, CONDITIONS, AND RESTRICTIONS GENERALLY

NOW THEREFORE, in consideration of the Recitals above, the Declarant, in order to further preserve and maintain the integrity and of the Project, hereby covenants, agrees and declares that all of its interest as the same may from time to time appear in the Property shall be held and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of said interests in the Property, and the owners of said interests, their successors and assigns.

ARTICLE 1
DEFINITIONS

When used in this Declaration (including the "Recitals" and "Submission"), the following terms have the meaning indicated:.

1.1 "Articles" and "Bylaws" shall mean the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended. The Articles, among other things, establish the Board to manage the affairs of the Association. The Bylaws, among other things, set forth the number of persons constituting the Board, the method of the Board's selection, the Board's general powers, the method of calling a meeting of Members of the Association and the Members required to constitute a quorum for the transaction of business.

1.2 "Assessments" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in this Declaration or the Bylaws, regardless of whether said assessment is identified as a regular assessment, special assessment, capital improvement assessment, reconstruction assessment, fine, or other charge.

1.3 "Association" shall mean Leland Meadows Homeowners Association, a Utah non-profit corporation, incorporated under the laws of the State of Utah, and its successors and assigns.

1.4 "Association Rules" shall mean the rules adopted from time to time by the Association pursuant to ARTICLE 7 hereof.

1.5 "Building" shall mean any structure which (a) is permanently affixed to the land, and (b) has one or more floors and a roof.

1.6 "Board" shall mean the Board of Directors of the Association.

1.7 "Board Member" shall mean a member of the Board of Directors.

1.8 "Capital Improvement" shall mean all new improvements with a life expectancy of five (5) years or more intended to add to, enhance, or upgrade the nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.

1.9 "City" shall mean the City of Spanish Fork, Utah, a municipal corporation of the State of Utah.

1.10 "Common Areas" shall mean all real and personal property and other interests therein, together with the facilities, fixtures, and improvements located thereon, which the Association owns or otherwise holds and related improvements, including any additional such areas and facilities contained in any Expansion Property which are subsequently annexed herein. Common areas shall include, without limitation, a pond area, Association-owned roads, all easements running in favor of the Association and the improvements and fixtures situated within or upon said easements; all Common Areas and facilities specifically set forth and designated as such on the Plat or Plats of the Property; and all Common Areas as defined in the Act, whether or not expressly listed herein or on the Plat or Plats of the Property.

1.11 "Common Expenses" shall mean the actual and estimated costs of any item or items approved by the Board and incurred, or anticipated to be incurred, in connection with the Common Areas, this Declaration, the Articles or the Bylaws, or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association by this Declaration, including any reasonable reserve.

1.12 "Declarant" shall mean SNA-AM LLC and its successors and assigns.

1.13 "Design Guidelines" shall mean the design and development guidelines and application and review procedures adopted from time to time by the Architectural Review Committee ("ARC") at its sole discretion, setting forth certain architectural standards and specifications regarding the location and design of the improvements, construction materials, lighting, landscaping, signage and other matters applicable to the Lots or any portion thereof and relating to Improvements on the Property. The Design Guidelines are incorporated in this Declaration by reference.

1.14 "Expansion Property" shall mean any real property that may be added to the Project by the Declarant by recording additional Plats.

1.15 "Improvements" shall mean any object, thing or activity of any kind installed, located or occurring on the Property which changes the external appearance of any portion of the Property or any Lot or of any structure or thing affixed on the Property or any Lot, from its external appearance as it existed immediately prior to the installation, location or occurrence of the object, thing or activity. Improvements include, but are not limited to, all Buildings, structures, landscaping and lawns, exterior walkways, parking areas, drives and truck loading areas, signs, fences, poles, walls, utility lines, lighting, excavations, grading, berms, drainage facilities, repairs, alterations, painting and all other structures or objects of any type or kind installed or constructed on the Property.

1.16 "Institutional Mortgagee" shall mean a Mortgagee which is a bank, or savings and loan association or established mortgage company, or other entity charted under federal or state laws, any insurance company, any federal or state agency, or any other institution specified by the Board.

1.17 "Limited Common Areas" shall mean all property designated on the recorded Plat Map(s), or as described in this Declaration as Limited Common Area, being intended ultimately to be owned by the Association but for the exclusive use and enjoyment of one or more appurtenant Lots but fewer than all of the Lots, including but not limited to private driveways. The Board shall have authority to determine the Limited Common Area boundaries in its sole discretion if the Governing Documents are found ambiguous. If the Limited Common Areas depicted on the Plat differ in size or locations than the as built Limited Common Areas, the as built dimensions or structures installed by Declarant shall supersede anything depicted on the Plat.

1.18 "Lot" shall mean each or any individual lot as more particularly described in this Declaration, and any other lot or parcel shown on any Plat to the extent such lots or parcels are part of the Property. References in the Declaration to a specific Lot shall refer to the particular Lot as set forth in, this Declaration and, as applicable, on the Plat for such Lot.

1.19 "Member" shall mean every individual or entity who qualifies for membership in the Association pursuant to ARTICLE 2, including Declarant.

1.20 "Mortgage" shall mean any duly recorded mortgage or deed of trust encumbering a Lot.

1.21 "Mortgagee" shall mean the mortgagee or beneficiary under any Mortgage. A "First Mortgagee" shall refer to a Mortgagee whose Mortgage has priority over any other Mortgage encumbering a specific Lot.

1.22 "Nominee" shall mean any person or entity appointed by Declarant, in writing, to manage or supervise all or any portion of the development and improvement of the Property. Declarant may appoint, replace or terminate any Nominee at any time, in Declarant's sole and absolute discretion. Declarant hereby appoints Arive Homes, LLC, a Utah limited liability company, as an initial Nominee.

1.23 "Occupant" shall mean and include the Owners, their respective heirs, successors and assigns (including Mortgagees) and any person who shall be from time to time entitled to the use and occupancy of space located within the Project under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.24 "Owner" shall mean one or more persons or entities who are alone or collectively the record owner of fee simple title to a Lot, including any purchaser under an installment land sales contract, but excluding those having such interest merely as security for the performance of an obligation.

1.25 "Permittees" shall mean all Occupants and all other invitees of Occupants.

1.26 "Plat" shall mean any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots, Buildings, improvements, or Residences; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the Buildings, improvements, or Residences created by the Plat shall comprise the Project; and (d) which is filed for record in the office of the County Recorder of Utah.

1.27 "Project" shall mean all of the Property, together with all of the Residences, Buildings and other Improvements constructed thereon.

1.28 "Property" shall mean the real property described on Exhibit "A" attached hereto and incorporated herein by this reference and, subsequent to an annexation thereof pursuant to this Declaration, any real property which shall become subject to this Declaration.

1.29 "Residence" shall mean and refer to any Building situated upon a Lot in the Project which has its own principal access to the outside, is not located over or under another Residence, and is designed and intended for separate, independent residential use and occupancy. All pipes, wires, conduits, HVAC equipment, or other similar equipment or public utility lines or installation constituting part of a particular Residence or serving only that Residence shall be considered part of that Residence.

1.30 "Set Back" shall mean the distance from the property line of the Lot to the Building or improvement that is subject to the Set Back requirement provided in this Declaration, the Design Guidelines for the Project, and in any recorded final subdivision Plat affecting the Project or in the City's applicable zoning ordinance.

1.31 "Supplementary Declaration" shall mean each of those certain supplementary declarations of protective covenants, conditions and restrictions or similar instruments, if any, recorded subsequent to this Declaration, which annex any Expansion Property and thereby extend the plan of this Declaration to such additional property as provided herein.

1.32 "Turnover Date" shall mean the earlier of: (i) the date upon which none of the Residences remain owned by and not sold by the Declarant; or (ii) the date the Declarant, at its sole and absolute discretion, selects as the Turnover Date for the Property then covered by and

subject to this Declaration, evidenced by an instrument recorded in the Office of the Utah County Recorder.

1.33 "Utah Community Association Act" or the "Act" shall refer to the applicable provisions of the Community Association Act described in Utah Code 57-8a-101 et seq., as amended from time to time.

ARTICLE 2
MEMBERSHIP IN THE ASSOCIATION

2.1 Membership. Every Owner shall be a Member of the Association subject to the terms of this Declaration, the Articles, Bylaws and Association Rules. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall also be subject to the terms and provisions of the Articles and Bylaws of the Association to the extent the provisions thereof are not in conflict with the Declaration. Membership in the Association shall be appurtenant to each Lot and may not be separated from the interest of an Owner in any Lot. Ownership of a Lot shall be the sole qualification for membership in the Association; provided, however, that a Member's voting rights and privileges in the Common Areas may be regulated or suspended as provided in this Declaration, the Bylaws, or the Association Rules. Not more than one membership in the Association shall exist with respect to ownership of a single Lot.

2.2 Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such Lot and then only to the transferee or Mortgagee of such Lot. Any attempt to separate the membership in the Association from the Lot to which it is appurtenant shall be void and will not be reflected upon the books and records of the Association. In the event an Owner should fail or refuse to transfer the membership registered in such Owner's name to the transferee of such Owner's interest in such Lot, the Association shall have the right to record the transfer upon the books of the Association so that the name of the Member corresponds with the ownership of the Lot set forth in the Utah County Recorder's office.

2.3 Voting Rights. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles, Bylaws, and Association Rules. The Association shall have two (2) classes of voting membership, Class "A" and Class "B," as follows:

a. Class "A" Members shall be all Owners with the exception of Class "B" membership, if any. Class "A" Membership shall be entitled to one (1) vote for each Lot such Member owns. When more than one person owns a portion of the interest in a Lot, each such person shall be a Member, but the vote for such Lot shall be exercised as they among themselves determine. Absent any other agreement among co-Owners of a single Lot, (i) a single co-Owner appearing at an Association meeting will be entitled to cast the one vote for the Lot, and (ii) if multiple co-Owners appear at an Association meeting, each Co-Owner will have a pro rata fractional vote based upon the ownership interests of the co-Owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single Lot. The Association shall not

be required to recognize the vote or written consent of any co-Owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association.

b. The Class "B" Member shall be the Declarant. In all matters requiring a vote, the Class "B" membership shall receive one hundred (100) votes for each recorded Lot owned by Declarant and one hundred (100) votes for each acre of property owned by Declarant within the Project but not yet depicted on a recorded Plat.

2.4 Approval of Members. Unless a different percentage is otherwise provided for in this Declaration, the Articles, or the Bylaws, the vote of a majority of the voting interest shall be required to approve any matter before the Members. Votes may be taken at a meeting held pursuant to the requirements set forth in the Bylaws, or by an action by written consent. Quorum requirements for meetings of the Members shall be set forth in the Bylaws.

ARTICLE 3
COVENANT FOR ASSESSMENTS

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed or other conveyance creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: Regular Assessments, Special Assessments, and Individual Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with interest thereon provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest, late charges and costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due, and of each subsequent Owner other than a Mortgagee. Any subsequent Owner of a Lot shall be deemed to have notice of the Assessments, whether or not a lien has been recorded. No Owner may waive or otherwise escape liability for an Assessment by abandonment of the Lot. Notwithstanding the foregoing or anything to the contrary in this Declaration, an Assessment shall not be charged against Lots or Residences held by the Declarant.

3.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the comfort, health, safety, security and welfare of the Owners and to perform the duties and exercise the powers of the Association enumerated in its Articles, Bylaws, and this Declaration.

3.3 Regular Assessments. The amount and timing of payment of Regular Assessments shall be determined by the Board pursuant to the Articles and Bylaws after giving due consideration to the current maintenance, operational, and other costs and the future needs of the Association. Prior to the beginning of each fiscal year of the Association, the Board shall estimate the total Common Expenses to be incurred for the upcoming fiscal year. The Board shall then determine the amount of the Regular Assessment to be paid by each Owner. Written notice of the annual Regular Assessments shall be sent to every Owner; provided that failure to provide adequate notice does not relieve the Owner's obligation to pay the Regular Assessment in installments as established by the Board. In the event the Board shall determine that the estimate of total charges for the current year is, or will become inadequate to meet all Common Expenses

for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessment against each Owner, and the date or dates when due

3.4 Special Assessments. In addition to the Regular Assessments authorized in Section 3.3, the Association may, at the Board's discretion, levy a Special Assessment or Special Assessments from time to time to cover any unexpected expenses, operating shortfalls, major repairs, additions, or Capital Improvements. Special Assessments 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. The Board may, without a vote of the Members, approve Special Assessments except that, after the Turnover Date, the Board may not approve a Special Assessment exceeding Five-Thousand Dollars ($5,000.00) without the affirmative vote of Members holding not less than fifty-one percent (51%) of the voting power of the Members.

3.5 Rate of Assessment. All Assessments shall be fixed by the Board at a rate computed and assessed with respect to each improved Lot in the ratio that such Lot bears the total number of all improved Lots that are not exempt. All Assessments may be collected at intervals selected by the Board. For purposes of this paragraph, "improved Lots" means Lots that have a Building located thereon and that have received a certificate of occupancy. Prior to the Turnover Date, the Declarant must approve the allocation of Assessments to unimproved Lots. After the Turnover Date, the total amount of Regular Assessments shall not exceed the previous year's Regular Assessments (determined for an entire 12-month period) by more than 15% without the affirmative vote of Members holding not less than sixty-seven (67%) of the voting power of the Members. Notwithstanding the foregoing and anything contrary therein, until a Lot has been owned by an Owner other than the Declarant for the first time, the Regular Assessment applicable to such Lot shall not exceed ten percent (10%) of the Regular Assessment which would otherwise apply to such Lot.

3.6 Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the Assessments on a specified Lot have been paid, and the amount of delinquency, if any. A reasonable charge may be collected by the Board for the issuance of these certificates, such certificates shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

3.7 Exempt Property. The following portions of the Property shall be exempt from the Assessments created herein: all properties dedicated to and accepted by, or otherwise acquired by a public authority; the Common Areas; any Lots and Residences owned by the Declarant unless and until the Declarant elects in writing to pay the Assessments which election shall be subject to any limitations placed upon it by the Declarant.

3.8 Individual Assessments. The Association may levy an Individual Assessment against any Owner individually and against such Owner's Lot to reimburse the Association for costs incurred in bringing an Owner and his or her Lot into compliance with the provisions of this Declaration, the Articles, the Bylaws or Association Rules, or any other charges incurred by the Association as the direct result of such Owner's acts or omissions, together with attorney's fees,

interest and other charges related thereto which Individual Assessment may be levied by the Association after notice to the Owner and an opportunity for a hearing.

3.9 Board Discretion to Reduce or Abate. In the event the amount budgeted to meet Common Expenses for any year proves to be excessive in light of the actual Common Expenses, the Board in its sole discretion may either reduce the amount of the Regular Assessment or may abate collection of Regular Assessments as it deems appropriate.

3.10 Date of Commencement of Regular Assessments. The Regular Assessments shall commence as to all Lots within the Property (unless exempted by this Declaration) on the first day of the month following the conveyance of the first Lot within the Property by Declarant to an Owner other than Declarant. In the event the amount budgeted to meet Common Expenses for any year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may either reduce the amount of the Regular Assessment or may abate collection of Regular Assessments as it deems appropriate.

3.11 No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

3.12 Reserves. The Regular Assessments shall include reasonable amounts as determined by the Board collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Areas. After the Turnover Date, all amounts collected as reserves, whether pursuant to the preceding sentence of this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association.

3.13 Reinvestment Fee. Upon any transfer of legal title to a Lot, the parties to the transfer shall pay to the Association at closing, in addition to any other required amounts, a reinvestment fee, in an amount determined by the Board from time to time.

ARTICLE 4
NONPAYMENT OF ASSESSMENTS

4.1 Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent on said due date (the "delinquency date"). If any such Assessment is not paid within ten (10) days after the delinquency date, a late charge in an amount determined by the Board but not exceeding $50 shall be levied and the Assessment shall earn interest from the delinquency date at the rate of eighteen percent (18%) per annum.

4.2 Enforcement Rights. The Association shall have the right to take any of the following actions against one or more Owners(s) after the delinquency date:

a. The Association may bring an action to recover a money judgment against the Owner for unpaid Assessments, interests, late fees, costs, and attorney's fees.

b. The Association may foreclose the Association's lien against the Lot for the unpaid Assessments, interest, late fees, costs, and attorney's fees pursuant to Utah Code 57-8a-304.

c. The Association my, after giving notice and an opportunity to be heard in accordance with Utah Code 57-8a-309(2), terminate an Owner's right to receive utility services for which the Owner pays for as a common expense and access to and use of Common Areas.

d. Subject to Utah Code 57-8a-310, the Association may require tenants of a Lot to make future lease payments directly to the Association so long as Assessments remain unpaid for such Lot.

4.3 Other Remedies. The Association shall have all other rights and remedies available by applicable law, including the right to assess fines and suspend voting rights for any period during which any Assessment against an Owner's Lot remains unpaid.

All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Lot(s), and/or other obligees jointly and severally.

4.4 Intent. No provision of this Article shall be interpreted so as to limit in any way the rights of the Association for collection of Assessments.

4.5 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Lot, the amount of any assessment that is more than sixty (60) days past due.

4.6 Appointment of Trustee. The Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-302 to B. Scott Welker, Esq., a licensed member of the Utah State Bar, with power of sale, the Lot and all Improvements to the Lot for the purpose of securing payment of assessments under the terms of this Declaration.

ARTICLE 5
COVENANTS, CONDITIONS, AND RESTRICTIONS

5.1 Permitted Use. All Lots shall be used only for single-family residential purposes, and no more than one Residence shall be constructed on any Lot. "Single Family" shall be defined in the same manner as that term (or the comparable term) is defined in the City ordinances. No mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted.

5.2 Zoning Regulations. The lawfully enacted zoning regulations of the City and any building, fire, and health codes are in full force and effect in the Project. No Lot may be occupied and no improvements may proceed in a manner that is in violation of any statute, law or ordinance.

5.3 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

5.4 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Lot which service installations entirely within that Lot. No above-ground propane tanks may be installed on any Lot with the exception of average sized barbeque grills.

5.5 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling must be connected to the sanitary sewer system.

5.6 Nuisances Prohibited. No person shall create, maintain or permit a nuisance in, on or about the Project. For purposes of this Section a "nuisance" includes any behavior which annoys, disturbs or interferes with other residents and interferes with their right to the quiet and peaceful enjoyment of their property. The Board shall have the sole and absolute discretion and authority to determine if an activity or condition constitutes a nuisance. A nuisance includes, but is not limited to, the following:

a. The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a Lot or the Common Areas;

b. The storage of any item, property or thing that will cause any Lot or the Common Area to appear to be in an unclean or untidy condition or that will be noxious to the senses;

c. The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials that constitute an eyesore as reasonably determined by the Board;

d. The storage of any substance, thing or material upon any Lot or in the Common Areas that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

e. The creation or maintenance of any noxious or offensive condition or activity in or about any Lot or the Common Areas;

f. Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invites, particularly if the police or sheriff must be called to restore order;

g. Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the enjoyment of the Association by other residents, their guests or invitees;

h. Too much noise or traffic in, on or about any Lot or the Common Area, especially after 10:00 p.m. and before 7:00 a.m.;

i. Failing to immediately clean up feces deposited by a pet in the Common Area;

j. Allowing a pet to make continuous barking, meowing, or other animal noises.

5.7 Waste Disposal. No trash, garbage or waste material, including, but not limited to, scraps, grass, shrub or tree clippings, lumber, metals and plant waste, shall be kept, stored or allowed to accumulate on any portion of the Property except in an approved bin or contained within an enclosed structure appropriately screened from view. All trash, garbage and other waste materials shall be regularly removed from each Lot and the Property. Incineration of trash, garbage, or waste materials on the Property is prohibited.

5.8 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Areas except for service animals of Owners or their guests or invitees with disabilities and except that dogs, cats or other household pets (maximum of two) may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the dwelling of the Owner, or within confines on the premises of the Owner. Pet owners shall promptly remove and dispose of all excrement emitted by their pets. Each Owner who keeps a pet on a Lot shall indemnify and hold all other Owners and the Association harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having such pet in the Project. If a pet disturbs other Owners by barking or biting or in other ways becoming obnoxious, the Association will give notice to the Owner of such pet to cause such annoyance to be discontinued; and if such annoyance is not discontinued and corrected, the Association may revoke its permission to keep the pet in the Project and the pet shall be removed therefrom.

5.9 No Alterations. No Owner shall, without the prior written consent of the Association in each specific instance, make, or cause to be made any alteration, addition, removal, or improvement in or to the Common Areas or any part thereof, or do any act that would impair the structural soundness or integrity of the Buildings or other Improvements thereon, or jeopardize the safety or persons or property or impair any easement or hereditament appurtenant to the Project.

5.10 Exterior Antennas and Satellite Dishes. Prior, written approval from the ARC as to the location of any new satellite dishes, antennas, cables and related hardware is required. The ARC shall have authority to create and enforce additional regulations in the Design Guidelines regarding the placement of satellite dishes, outdoor antennas, and other similar appliances for the purpose of addressing legitimate safety concerns in a manner that is no more burdensome to the Owner than necessary. No satellite dishes, outdoor antennas, or other similar appliances shall be larger than one meter in width or shall extend higher than twelve (12) feet above the Owner's roofline unless expressly permitted by the ARC in writing.

5.11 No Obstructions. No Owner shall obstruct the Common Areas or any part thereof. No Owner shall store or cause to be stored in the Common Areas any property whatsoever, unless

the Board shall consent thereto in writing. The Declarant shall be exempt from the provisions of this Section.

5.12 Commercial Business. Commercial Business shall not be permitted within the Project. However, nothing in this article shall be construed to prevent (a) the Association from entering into contracts with utility providers which contracts would involve installing and maintaining equipment within the Project which may be used for providing services to parties that are not members of the Association; (b) the Declarant, or other builders, from using one or more Residences for purposes of a construction office or sales office until 100% of the Lots or Residences are sold in the Project; or (c) the use by any Owner of his or her Residence for a home occupation pursuant to City or County ordinance. Businesses, professions or trades may not allow heavy equipment or create a nuisance within the Subdivision, and may not noticeably increase the traffic flow to the Project.

5.13 Lease Restrictions. Any lease agreement shall be required to provide that the terms of such lease shall be subject in all respects to the provisions of the Declaration, the Articles, and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Any Owner who shall lease his or her Lot shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, Bylaws and Association Rules. All leases shall be in writing. No Owner shall lease less than the entire Lot except that, an Owner who occupies a Residence as his or her primary dwelling may lease an internal accessory dwelling unit within such Residence if and only to the extent permitted by the laws and ordinances of a governing municipality. As used in this section, the terms "internal accessory dwelling unit" and "primary dwelling" shall have the same meaning as provided in Utah Code § 10-9a-511.5.

5.14 Parking and Parking Garage Restrictions. The term "vehicle" shall include any and all types of automobiles, equipment, and recreations vehicles including, but not limited to: automobiles, cars, trucks, campers, motorcycles, scooters, atvs, trailers, boats, equipment, side by sides, or similar vehicles and equipment. No vehicles are to be parked or stored on the front or side streets, or lanes in the Project. No vehicles may be parked on driveways or elsewhere in the Project unless they are in running condition, properly licensed, regularly used and in compliance with City and/or County ordinances.

a. All Guest parking areas shall be used solely for Guest parking.

b. Garage doors shall remain closed except when the garage is in use.

c. All abandoned vehicles left on the Project over five (5) days, whether or not parked in a designated parking area, and vehicles otherwise parked in violation of this Declaration may be impounded or towed without further notice, and at the vehicle owner's sole expense.

No resident shall repair or restore any vehicles of any kind in, on or about any Lot or the Common Areas, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.

The Association reserves the right to adopt Rules relating to the parking of vehicles within the Project including, without limitation: (1) the right to immediately remove or cause to be removed any vehicles that are improperly parked, (2) restrictions on the time period and duration that any guest or visitor parking may be utilized; (3) restrictions or bans on vehicles without Department of Transportation compliant mufflers and exhaust systems, and (4) the assessment of fines to Owners and occupants who violate such Rules.

Vehicles violating these restrictions may be towed at the expense of the vehicle owner or the Lot Owner.

5.15 Rules and Regulations. Each Owner shall comply strictly with all Association Rules and other regulations adopted by the Association for the governance of the Lots, the Common Areas, and the Project, as such rules and regulation may be modified, amended, and construed by the Association. The Declarant shall be exempt from the provisions of this Section.

5.16 Construction Period Exemption. During the course of actual construction of any permitted structures or improvements within the Project, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent reasonably necessary to permit such construction; provided, however, that during the course of such construction, nothing shall be done which will result in a violation of any said provision, covenants, conditions or restrictions upon completion of the construction.

5.17 Subdivision and Combination of Lots. After recording of the applicable Plat, a Lot may neither be subdivided nor combined with another Lot without the consent of the Declarant. After the Turnover Date, a Lot may neither be subdivided nor combined with another Lot without the consent of sixty-seven percent (67%) of all Owners. Each Owner waives the right of partition as may be permitted under applicable law.

5.18 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than those properly supervised and contained).

5.19 Firearms, Incendiary Devises and Graffiti. The use of firearms and incendiary devices or the painting or graffiti, within the Project is prohibited. The terms firearms, including but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

5.20 Temporary Structures. No Owner or resident shall place upon any part of the Project any temporary structures including, but not limited to tents and trailers without the prior written consent of the Board of Directors.

5.21 Energy Conservation Equipment. No solar energy device, solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed within the Project without the prior written consent of the Board of Directors.

ARTICLE 6
GENERAL CONSTRUCTION REQUIREMENTS

6.1 Construction of Improvements on Each Lot. All work performed in the construction, maintenance, repair replacement, alteration or expansion of any Improvement on a Lot shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (a) access to or from any other Lot, or part thereof, to or from any of the Common Areas, (b) construction work being performed on any other Lot; or (c) the use, enjoyment or occupancy of any other Lot. Any replacement, alteration or expansion of any Improvement on a Lot shall be in compliance with all applicable laws, rules, regulations, orders and ordinances of the city, county, state and federal government, or any department or agency thereof and no such work shall cause any Improvement located on any other Lot to be in violation of any such laws, rules, regulations, orders or ordinances. All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any Improvement on a Lot shall be done in a good and workmanlike manner and in accordance with engineering standards.

6.2 Staging of Construction of Improvements. Staging for the construction, maintenance, repair, replacement, alteration or expansion of any Improvement on a Lot, including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment, shall be limited to such Lot.

6.3 Licensed Contractor. Unless the ARC gives a written waiver of approval to an Owner, no Improvement may be constructed, remodeled or altered on any Lot except by a licensed contractor, duly qualified and licensed by the appropriate governmental authorities.

6.4 Approved Builder. Prior to the Turnover Date, only contractors approved in advance by Declarant, in its sole discretion, may construct Improvement(s) upon the Lots and Residences.

6.5 Dwelling to be Constructed First. No garage, out building or other Improvement may be constructed prior to the construction of Dwelling on the Lot.

6.6 Landscaping. All areas of a Lot that are visible from the street shall be landscaped within one (1) year from the day construction of the Residence on such Lot is substantially complete. Landscaping shall comply with all City standards.

6.7 Declarant Exemption. The Declarant is exempt from the provisions of this Article.

6.8 The Declarant and its Nominees are exempt from the provisions of this Article.

ARTICLE 7
DUTIES AND POWERS OF THE ASSOCIATION

7.1 Organization of the Association. The Association has been or will be organized as a nonprofit corporation pursuant to the Utah Nonprofit Corporation Act. If, at any time, such nonprofit corporation is dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. All of the property, powers, and obligations of the nonprofit corporation existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association. To the greatest extent possible, the successor unincorporated association shall be governed by the Articles and Bylaws as if they had been drafted to constitute the governing documents of the unincorporated association. Notwithstanding the foregoing, upon dissolution of the nonprofit corporation, the Board, in its sole discretion, may re-incorporate the Association by renewing the dissolved nonprofit corporation or by incorporating a new nonprofit corporation with a name that is substantially similar to the previously dissolved nonprofit corporation and with Articles that adopt the Declaration and Bylaws and that are otherwise substantially similar to the Articles of the previously dissolved nonprofit corporation. In the event that the Board incorporates a new nonprofit corporation as described above, the new nonprofit corporation shall be a successor of the previously dissolved nonprofit corporation and all of the property, powers, and obligations of the nonprofit corporation existing immediately prior to its dissolution shall thereupon automatically vest in the new nonprofit corporation.

7.2 General Duties and Powers of the Association. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Board shall:

a. enforce the provisions of the Declaration, the Articles and the Bylaws by appropriate means and carry out the obligations of the Association hereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation for the Association Rules as provided in the Bylaws and Section 7.2 below, which shall include the establishment of a system of fines or penalties enforceable as Special Assessments;

b. acquire, maintain and otherwise manage all of the Common Areas, Common Facilities, and all improvements and landscaping thereof, and all personal property acquired by the Association, and maintain all other areas within and in the vicinity of the Property which the Association deems appropriate to maintain or is obligated to maintain;

c. pay any real and personal property taxes and other charges assessed against the Common Areas unless the same are separately assessed to the Owners;

d. obtain, for the benefit of the Common Areas, all water, gas and electric, refuse collections and other services;

e. grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Property as provided herein;

f. contract for and maintain such policy or policies of insurance as may be required

by this Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

g. delegate its powers to committees, officers, or employees as provided in the Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience in the management of condominium developments or planned unit developments to perform all or any part of the duties and responsibilities of the Association;

h. establish and maintain a working capital and contingency fund in an amount to be determined by the Board;

i. have the power of entry (including any easement necessary to exercise such power) upon any Lot where necessary in connection with construction, maintenance or repair for the benefit of the Common Areas or the Owners, including the right to maintain or repair any portion of an Owner's Lot or Residence for the benefit of the Common Areas or Owners if, after reasonable notice under the circumstances, the Owner such Lot fails to sufficiently accomplish the same;

j. at its sole discretion, provide trash pickup and disposal and snowplowing service for the benefit of the Owners and their Lots;

k. acquire real property by lease or purchase for offices or other facilities that may be necessary or convenient for the management of the Common Areas, the administration of the affairs of the Association or for the benefit of the Members;

l. at its sole discretion, contract for communication services (e.g., cable television, Internet, telephone, etc.) for the benefit of the Owners who have subscribed for the service; and

m. have the power to establish in cooperation with the City a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right to convey or lease, with or without the payment of monetary consideration, all or any portion of the Common Areas to said district.

n. for the purposes of this paragraph, the term "Easement Property" shall mean the property owned by the Utah Transit Authority over which the Association is the holder of an easement. The Association shall be solely responsible for all construction, maintenance, repair, and replacement of any and all roadway improvements on the Easement Property, including without limitation, snow and ice removal, weed control, paving, repaving, sealing, stripping, concrete work, and all other work thereon. All such construction, maintenance, repair and replacement shall be done in a good and workmanlike manner, consistent with other roadway improvements within the Project.

7.3 Association Rules. The Board shall also have the power pursuant to the procedures set forth in the Bylaws to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "Association Rules"). The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of the Common Areas; provided, however, that the Association Rules may not discriminate among

Owners and shall not be inconsistent with this Declaration, the Articles, or Bylaws. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be delivered to each Owner in the same manner established in this Declaration for the delivering of notices. Upon such delivery, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. The Association Rules, as adopted, amended or repealed, shall be available at the principal office of the Association to each Owner and Mortgagee upon request. In the event of any conflict between any such Association Rules and any other provisions of this Declaration, the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency. Prior to the Turnover Date, Declarant shall be exempt from the rule making procedure required by Utah Code § 57-8a- 217.

7.4 Delegation of Powers. The Association shall have the right according to law, to delegate any of its powers under this Declaration, the Articles and Bylaws; provided, however, no such delegation, whether to a professional management company, committee or otherwise shall relieve the Association of its obligation to perform such delegated duty.

7.5 Schedule of Fines and Penalties. The Association has the authority, from time to time, to set forth in the Association Rules a schedule of fines and penalties for violations of the Association's governing documents.

7.6 Statement of Account & Payoff Information. Upon a written request from an Owner that the Association provide the Owner with a statement of his or her account, the Association may charge a fee, as allowed by the Act. In addition, when a request is made to the Association to provide payoff information needed in connection with the financing, refinancing, or closing of an Owner's sale of his or her Lot, the Association may charge a fee as allowed by the Act.

ARTICLE 8
INDEMNIFICATION

8.1. Indemnification. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he is or was a Board Member or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by an order or settlement, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

8.2. Insurance. The Association shall purchase and maintain insurance on behalf of any

person who is or was a Board Member, officer, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VIII.

8.3. Settlement by the Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE 9
ARCHITECTURAL REVIEW COMMITTEE AND DESIGN GUIDELINES

9.1 Prior to the Turnover Date, the Declarant shall serve as the Architectural Review Committee (the "ARC") unless it delegates the responsibilities of the ARC, which it shall have the authority to do. After the Turnover Date, the Board shall serve as the ARC unless it delegates the responsibilities of the ARC, which it shall have the authority to do. The ARC may prepare or adopt and promulgate the Design Guidelines. The ARC shall have the sole and full authority to prepare and to amend the Design Guidelines, subject to approval of the City (if applicable). The ARC shall make copies of the Design Guidelines available, upon request, to Owners, builders and developers who seek to engage in development of or construction upon any portion of the Project, and such Owners, builders and developers shall conduct their operations strictly in accordance therewith.

9.2 Any material construction, alteration, modification, removal or destruction, within the Project, including the location of all improvements but excluding improvements confined to the interior of a Residence and only visible therein, must be approved in writing by the ARC prior to the commencement of the same. No person commencing such construction, alteration, modification, removal or destruction prior to receipt of such written approval shall acquire any vested rights in any such improvement. A majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining member or members of the ARC. All decisions rendered by the ARC must be by written instrument setting forth the action taken by the members consenting thereto. A majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining member or members of the ARC. All decisions rendered by the ARC must be by written instrument setting forth the action taken by the members consenting thereto.

9.3 The ARC may, at its sole discretion, deny any proposal (including design options chosen in a design center) if the ARC finds the proposal would be inappropriate for the particular Lot or Residence or incompatible with the Design Guidelines. Considerations such as siding, shape, size, color, design, height, solar access or other effects on the enjoyment of other Lots, Residences, or common area, and any other factors which the ARC reasonably believes to be relevant, may be taken into consideration by the ARC in determining whether or not to approve

any proposal.

9.4 Approval or disapproval by the ARC of any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent, waiver or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.

9.5 The ARC's approval of any proposal shall automatically be revoked within three (3) months after issuance unless construction or other work relating to the proposal has been commenced or the Owner has applied for and received an extension of time from the ARC.

9.6 The ARC may inspect from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformation with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice of noncompliance shall specify the particulars of noncompliance and shall require the owner to remedy the noncompliance by a specific date. The ARC shall have authority to record a document giving notice of the noncompliance with recorder's office in the county where the Lot is located.

9.7 The ARC shall not be liable to any Owner, occupant, builder or other person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the member has in accordance with the actual knowledge possessed by him or her, acted in good faith. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Owner.

9.8 The ARC shall consist of no less than three (3) persons. All members of the ARC shall be appointed or removed, from time to time, by the Nominee(s) until the earlier of the following occurs: (i) neither the Declarant nor any Nominee owns any Lot in the Project; (ii) in a written instrument delivered to the Nominee(s), Declarant grants itself authority to appoint or remove some or all members of the ARC; or (iii) in a written and recorded instrument, Declarant terminates all Nominees and surrenders its right to appoint and remove the members of the ARC. Upon expiration of the Nominees' right and the Declarant's right to appoint and remove the members of the ARC, the members of the ARC shall be appointed or removed by the affirmative vote of the majority of the Owners.

9.9 Notwithstanding anything to the contrary herein, neither Declarant nor any Nominee shall need to submit or receive any approval from the ARC for any purpose.

9.10 As long as either the Declarant or any Nominee owns a Lot in the Project, this Article shall not be amended without the written consent of both the Declarant and such Nominee(s).

ARTICLE 10
REPAIR AND MAINTENANCE

10.1 Association Duties. The Association shall have no obligation to maintain or repair public streets. Without limiting the generality of the statement of duties and powers contained in this Declaration, the Association shall have the duty to accomplish the following upon the Lots, Common Areas or other land within and about the Project in such a manner and at such times as the Board shall prescribe and shall have a right of entry sufficient to accomplish the same:

a. maintain, repair, and replace the Common Areas in a clean, safe, and attractive condition at all times, and maintain all other areas within and in the vicinity of the Property which the Association deems appropriate to maintain or is obligated to maintain;

b. work with the appropriate public utility to facilitate maintenance of any utility easements located within the Common Areas;

10.2 Owner Duties. Every Owner shall, subject to Section 10.3:

a. repair, replace, maintain, paint, and re-finish all portions of such Owner's Lot, Residence, and Improvements thereto in a clean, safe, and attractive condition at all times, and in compliance with this Declaration and the Design Guidelines;

b. keep such Owner's Lot free from weeds, trash, and debris, and keep all lighting clean and functional.

10.3 ARC Approval Required for Certain Modifications and Alterations. Notwithstanding anything to the contrary herein, an owner shall not do any of the following without prior written consent from the ARC:

a. undertake any structural modification, structural alterations, or structural installations to his or her Residence;

b. replace exterior building surfaces or any part thereof including roofs; or

10.4 cause any outbuildings to be placed or erected on his or her Lot.

10.5 Standards for Maintenance and Construction.

a. Maintenance of the exterior of Buildings and Improvements shall be accomplished in accordance with the Design Guidelines.

b. Throughout any period of construction upon a Lot, the Owner of such Lot shall keep the Lot and all streets used by construction equipment or trucks in clean and safe condition, shall remove daily all trash, rubbish, debris, mud and dirt therefrom, shall take all measures necessary or appropriate to control dust, blowing sand and erosion, whether by wind or water, on the Lot and shall so conduct all such construction so as not to interfere with free and ready access to existing Buildings and neighboring Lots.

10.6 Declarant Exemption. The Declarant and its Nominee(s) are exempt from the provisions of this Article.

10.7 Right of Association to Maintain and Install. In the event that the need for any exterior maintenance or repair of a Residence or the Improvements thereto is caused through the willful or negligent acts of the Owner or the Owner's Occupants or Permittees, the cost of such exterior maintenance or repair shall be assessed against the Owner and his or her Lot as hereinafter set forth.

a. Upon finding by the Board that the need for exterior maintenance or repair was caused by the willful negligent acts of the Owner or the Owner's Occupants or Permittees, the Board shall give notice of its finding to the responsible Owner which shall briefly describe the maintenance or repair needed and the willful or negligent acts and set a date for hearing before the Board or a committee selected by the Board for such purpose.

b. Such hearing shall be held not less than ten (10) nor more than thirty (30) days from the date of said notice.

c. Such hearing shall be conducted according to such reasonable rules and procedures as the Board shall adopt and which shall provide the Owner with the right to present oral and written evidence and to confront and cross-examine adverse witnesses. If the Board or any committee renders a decision against the responsible Owner, it shall further set a date by which the deficiency is to be corrected by the responsible Owner. A decision of a committee may be appealed to the Board, but a decision of the Board shall be final.

d. If, after a hearing as described herein, the Board reaches a decision that the need for exterior maintenance or repair was caused by the willful or negligent acts of the Owner, its Occupants or Permittees, the Owner does not sufficiently correct the deficiency on or before the date set by the Board, and the Association then pays for such maintenance or repair, such amount shall be a Special Assessment to the affected Owner and Lot.

e. The Declarant shall be exempt from the provisions of this Section.

10.8 Competing Provisions. The provisions of this Article shall be interpreted to clarify and expand upon any maintenance provisions contained in an applicable Plat or any other Association governing documents. If any provisions of a Plat conflict with any provisions in this Article, the provisions of this Article shall prevail.

ARTICLE 11
INSURANCE

11.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by applicable law subject to reasonable availability. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone

policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

11.2 Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas (including Limited Common Areas) except that the policy may exclude items normally excluded from such insurance policies.

a. At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.

b. The blanket policy shall be in an amount not less than one-hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

c. The maximum deductible the Association will carry on its blanket policy of property insurance is ten thousand dollars ($10,000).

d. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association, and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and, if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Residences. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner

e. Notice to Owners Regarding Deductible Obligations. **IF ANY OWNER SUFFERS A LOSS, RESULTING FROM A SINGLE EVENT OR OCCURRENCE, THAT IS COVERED BY THE ASSOCIATION'S PROPERTY INSURANCE POLICY, SUCH OWNER WILL BE RESPONSIBLE TO PAY ALL OR PART OF THE ASSOCIATION'S PROPERTY INSURANCE DEDUCTIBLE PURSUANT TO UTAH CODE § 57-8A-405(7). THE ASSOCIATION WILL PROVIDE NOTICE TO THE OWNERS OF ANY CHANGE IN THE AMOUNT OF THE DEDUCTIBLE.**

11.3 Flood Insurance. If any part of the property insured by the Association comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, a policy of flood insurance shall be maintained. If the property insured by the Association is not situated in a Special Flood Hazard Area, The Association may nonetheless, if approved by a majority of

Owners, purchase flood insurance to cover floods not otherwise covered by blanket property insurance.

11.4 Earthquake Insurance. The Association may, if approved by a majority of Owners, purchase earthquake insurance to cover earthquakes not otherwise covered by blanket property insurance.

11.5 Association's Right to Not Tender Claims that are Under the Deductible. If a "covered loss" occurs pursuant to Utah Code § 57-8a-405(7) and, in the exercise of its business judgment, the Board of Directors determines that a claim for such loss is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

11.6 Comprehensive General Liability (CGL). The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area, or membership in the Association. The coverage limits under such policy shall not be less than one million dollars ($1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

11.7 Workers Compensation Insurance. In the event that the Association hires any employees, it shall, at that time, obtain worker's compensation insurance in compliance with Utah state law with employers liability limits of $1,000,000.

11.8 Directors and Officers Insurance. The Association shall obtain Directors and Officers liability insurance with a minimum limit of $1,000,000 protecting the Board of Directors, the Officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy shall:

a. include coverage for volunteers and employees;

b. include coverage for monetary and non-monetary claims;

c. provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims;

d. provide coverage for defamation; and

e. provide coverage enhancements including: 'Definition of insureds' which will include the association or corporation, past and present directors, trustees, officers, volunteers,

committee members employees and property manager.

In the Board's sole discretion, the Directors and Officers Insurance policy may provide coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any similar policy maintained by the manager or its employees.

11.9 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain a fidelity bond and insurance covering the theft or embezzlement of funds that shall:

a. Provide coverage for an amount of not less than the sum of three months regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and

b. Provide coverage for theft or embezzlement of funds by:

(i) Officers, Board of Directors, or Members of the Association;
(ii) Employees and volunteers of the Association;
(iii) Any manager of the Association; and
(iv) Officers, directors and employees of any manager of the Association

11.10 Business Auto Insurance. In the event that the Association acquires any vehicle in the Association's name, it shall, at that time, obtain business auto insurance with minimum limits of $1,000,000 combined single limits for liability plus applicable no fault coverage and uninsured/underinsured limits of $1,000,000. In the sole discretion of the Board, the Association may also obtain physical damage insurance.

11.11 Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Lender.

11.12 Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

11.13 Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

11.14 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

11.15 Owners' Individual Coverage. **EACH OWNER SHOULD PURCHASE INDIVIDUAL PROPERTY AND/OR EXTENDED COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INDEPENDENT INSURANCE AGENT.**

ARTICLE 12
DESTRUCTION OF IMPROVEMENTS

In the event of partial or total destruction of Improvements upon the Common Areas, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as practical. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be insufficient to accomplish such repair or restoration, a Reconstruction Assessment may be levied by the Association to provide the necessary funds or such reconstruction, over and above the amount of any insurance proceeds available for such purpose. In the event any excess insurance proceeds remain, the Board shall distribute pro rata such excess funds to the Members, subject to the prior rights of Mortgagees whose interest may be protected by insurance policies carried by the Association. The rights of an Owner and the Mortgagee of his or her Lot as to such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Lot. All amounts collected as Reconstruction Assessments shall only be used for the purposes set forth in this Article and shall be deposited by the Board in a separate bank account to be held in trust for such purposes. Such funds shall not be commingled with any other funds of the Association.

ARTICLE 13
EMINENT DOMAIN

The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Common Areas, the Members hereby appoint the Board and such persons as the Board may delegate to represent all of the Members in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemner in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a taking of less than all of the Common Areas, the rules as to restoration and replacement of the Common Areas and the improvements thereon shall apply as in the case of destruction of the improvements upon the Common Areas. In the event of a total taking, the Board shall distribute pro rata any award to the Members. The rights of an Owner and the Mortgagee of such Owner's Lot as to such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Lot.

ARTICLE 14
RIGHTS TO THE COMMON AREAS

14.1 Members' Right of Enjoyment. There is hereby reserved and established for the benefit of each Owner and such Owner's Occupants and Permittees a nonexclusive easement for use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the interest required to be an Owner to every Lot, subject to the following provisions:

a. The right of the Association to establish reasonable rules and regulations pertaining to the use of the Common Areas.

b. The right of the Association subject to the approval rights of Mortgagees pursuant to ARTICLE 17 hereof, to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility or other entity for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer, including, without limitation, the conveyance, lease or other transfer of any portion of the Common Areas to a special tax assessment district or to the City, shall be effective unless approved by Members holding not less than sixty-seven percent (67%) of the voting power of the Members.

c. The right of the Association to establish, in cooperation with the City, a special assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right of the Association to convey, lease or otherwise transfer, subject to the provisions of subsections 13.1(b) above, all or any portion of the Common Areas to said district.

14.2 Waiver of Use. No member may exempt such Member from personal liability for Assessments duly levied by the Association, nor release the Lot owned by such Member from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas or the abandonment of his or her Lot.

14.3 Conveyance. The Common Areas designated in each final subdivision Plat recorded by Declarant with regard to the Property shall be deemed conveyed by Declarant to the Association concurrently with the recording thereof.

ARTICLE 15
EASEMENTS AND LICENSES

15.1 Owners' Rights and Duties: Utilities and Communication Lines. The rights and duties of the Owners with respect to water, sewer, electricity, gas, telephone, cable television lines and drainage facilities shall be governed by the following:

a. Wherever sanitary sewer, water, electricity, gas, telephone and communication lines or drainage facilities are installed within the Property, there is hereby reserved and established for the benefit of the Owners of any Lot served by said lines or facilities a nonexclusive easement for the full extent necessary therefore, to enter upon the Lots owned by others, in or upon said lines of facilities, or any portion thereof, to repair, replace and generally maintain said lines and facilities as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Lot caused by such entry as promptly as possible after completion of work thereon;

b. Wherever sanitary sewer, water, electricity, gas, telephone or communication lines or drainage facilities are installed within the Property, which lines or facilities serve more than one (1) Lot, the Owner of each Lot served by said lines or facilities shall be entitled to the full use and enjoyment of such portions of said lines or facilities which service such Owner's Lot; and

c. The foregoing provisions of this Section shall not be deemed to give any Owner

the right to connect to any utility line or facility without first complying with all the requirements of the utility company providing the service in question, including without limitation, the payment of all required connection fees and related charges.

15.2 Reservation of Access and Utilities. Easements over the Property for the installations and maintenance of electric, telephone, communication lines, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded subdivision maps of the Property are hereby reserved and established for the benefit of each Owner and their respective successors and assigns. Declarant, for the benefit of Declarant and its Nominee(s), hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Declarant as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

15.3 Common Area Easements. The following nonexclusive easements are hereby reserved and established for the benefit of each Owner and the Occupants and Permittees of each Owner:

a. Nonexclusive easements over, upon, across and between each Lot for the purpose of pedestrian traffic between each Lot and (1) each other Lot which is contiguous thereto; (2) the public streets and alleys now or hereafter abutting or located on any portion of the Property; (3) the Common Areas; (4) the parking areas now and hereafter located on each Lot; (5) over and across the Common Areas located on each Lot; limited, however, to those portions of each Lot which are improved by the Owner thereof from time to time for pedestrian walkways and made available by such Owner for general use, as such portions may be reduced, increased or relocated from time to time by each such Owner.

b. Nonexclusive easements for the purpose of vehicular traffic over, upon, across and between each Lot and (1) the public streets and alleys now and hereafter abutting any portion of the Property; and (2) the Common Areas; limited, however, to those portions of the Property which are improved by the Owner thereof from time to time for vehicular access ways as such portions may be relocated from time to time by such Owner.

c. Nonexclusive easements over, upon, across and between the access points and driving lanes from time to time established on each Lot for the purpose of providing ingress,

egress, and access to (1) the easements hereby created; (2) the public streets and alleys now and hereafter abutting any portion of the Property; and (3) the Common Areas.

d. Nonexclusive easements in and to the parking areas from time to time located on each Lot for access to and use for vehicular parking purposes.

15.4 Easements for Encroachments. If any part of the Common Areas as improved by Declarant now or hereafter encroaches upon any Lot or Residence or if any structure constructed by Declarant on any Residence now or hereafter encroaches upon any other Lot or Residence or upon any portion of the Common Area, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Lot or Residence shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Lot or Residence or upon any portion of the Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

15.5 Easements for Construction and Development Activities. . Declarant, for the benefit of Declarant and its Nominee(s), reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of Residences and Improvements; (b) to maintain sales or leasing offices, management offices and models throughout the Project and to maintain one or more advertising signs on the Common Area with respect to the sales of Residences, or other property in the Project or within any undeveloped land, (c) improvement of the Common Area and construction, installation and maintenance thereon of roadways, walkways, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners, and (d) construction, installation and maintenance on lands within, adjacent to, or serving the Property of roadways, walkways, and other facilities, planned for dedication to appropriate governmental authorities.

15.6 Income Generated from Service Providers. Declarant, as owner of the real property at the time it is annexed into the Project through recordation of a plat, which includes the dedication of certain utility easements to the City, County or Association, may negotiate terms with service providers that desire to install infrastructure to provide services to Owners in the Project. Any income gained from these Bulk Service Agreement with Bulk Providers by Declarant may be retained by the Declarant. "Bulk Provider" shall mean any 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 Residences within the Project pursuant to a Bulk Service Agreement. "Bulk Service Agreement" shall mean any agreement between the Association or any Declarant on one hand and a Bulk Provider on the other hand 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 Residences within the Project.

ARTICLE 16
NATURE OF EASEMENTS, LICENSES, AND RIGHTS GRANTED

16.1 Easements Appurtenant. Each and all of the easements, licenses, and rights granted or created herein are appurtenances to the affected portions of the Property and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements, licenses, and rights, the particular areas of the Property which are benefitted by such easements shall constitute the dominant estate, and the particular areas of the Property which are burdened by such easements and rights shall constitute the servient estate.

16.2 Nature and Effect of Easements. Each and all of the easements, covenants, restrictions and provisions contained in this Declaration:

f. are made for the direct, mutual and reciprocal benefit of the Owners, Occupants and Permittees of the respective Lots;

g. create mutual equitable servitudes upon each Lot in favor of the other Lots;

h. constitute covenants running with the land; and

i. shall bind every person or entity having any fee, leasehold or other interest in any portion of the Property at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction or provision is to be performed on such portion.

ARTICLE 17
RIGHTS OF LENDERS

17.1 Filing Notice; Notices and Approvals. A mortgagee shall not be entitled to receive any notice which this Declaration requires the Association to deliver to Mortgagees unless and until such Mortgagee, or its mortgage servicing contractor, has delivered to the Board a written notice stating that such Mortgagee is the holder of a mortgage encumbering a Lot within the Property. Such notice shall state whether such mortgagee is a First Mortgagee. If the approval of any percentage of Mortgagees is required pursuant to this Declaration, it shall be deemed to mean the vote or approval of the percentage of only those mortgagees which have delivered such notice to the Board. Notwithstanding the foregoing, if any right of a Mortgagee under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section, a Mortgagee must also make such request, either in a separate writing delivered to the Association or in the notice provided above in this Section, in order to be entitled to such right. Except as provided in this Section, a Mortgagee's rights pursuant to this Declaration, including, without limitation, the priority of the lien of Mortgages over the lien of Assessments levied by the Association hereunder shall not be affected by the failure to deliver a notice to the Board. Any notice or request delivered to the Board by a Mortgagee shall remain effective without any further action by such Mortgagee for so long as the facts set forth in such a notice or request remain unchanged.

17.2 Priority of Mortgage Lien. No breach of the covenants, conditions, or restrictions

herein contained nor the enforcement of any lien provisions herein, shall affect, impair, defeat or render invalid the lien or charge of any Mortgage made in good faith and for value encumbering any Lot, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot, except as otherwise provided in this Article.

17.3 Relationship with Assessments Liens.

a. The lien provided for in ARTICLE 3 hereof for the payment of Assessments shall be subordinate to the lien of any Mortgage which is recorded prior to the date any such Assessment becomes due.

b. If any Lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a Mortgage, the foreclosure of the lien of said Mortgage, the acceptance of a deed in lieu of foreclosure of the Mortgage, or sale under a power of sale included in such Mortgage (such events being hereinafter referred to as "Events of foreclosure") shall not operate to affect or impair the lien hereof, except that any persons who obtain an interest through any of the Events of Foreclosure, and their successors in interest, shall take title free of the lien hereof or any personal obligation for said charges as shall have accrued up to the time of any of the Events of Foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the Events of Foreclosure.

c. Any Mortgagee who obtains title to a Lot by reason of any of the Events of Foreclosure, or any purchaser at a private or judicial foreclosure sale shall take title to such Lot free of any lien or claim for unpaid Assessments against such Lot which accrue prior to the time such Mortgagee or purchaser takes title to the Lot, except for liens or claims for a share of such Assessments resulting from a reallocation of such Assessments to all Lots within the Property.

d. Nothing in this Section shall be construed to release any Owner from his or her obligation to pay for any Assessment levied pursuant to this Declaration.

ARTICLE 18
DECLARANT RIGHTS

18.1 Expansion

a. Right to Expand. There is hereby granted unto Declarant, and Declarant hereby reserves, the absolute right and option to expand the Project at any time (within the limits herein prescribed) and from time to time by adding to the Project all or a portion of the Expansion Property. The Buildings on the Expansion Property are required to be substantially similar to those constructed upon the Property.

b. Annexation without Approval and Pursuant to General Plan. All or any part of the Expansion Property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association without the approval, consent or vote of the Association or its Members or any other persons or parties, provided that a Supplementary Declaration covering the portion of said Expansion Property may be annexed to and become subject to this Declaration and

subject to the jurisdiction of the Association without the approval, consent or vote of the Association or its Members or any other persons or parties, provided that a Supplementary Declaration covering the portion of said Expansion Property sought to be annexed, shall be executed by the then Owner or Owners thereof, consented to by Declarant, and recorded; provided, however, no Supplementary Declaration shall be so executed and recorded pursuant to this Section subsequent to the Turnover Date. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter said annexed real property shall be part of the Property and all of the Owners of Units in said annexed real property shall automatically be Members of the Association.

c. Supplementary Declaration. The annexations authorized under section 18.2 may be made by recording a Supplementary Declaration of Protective Covenants, Conditions and Restrictions, or similar instrument, with respect to the Expansion Property which shall extend the plan of this Declaration to such property. Such Supplementary Declaration contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property unless such Supplementary Declaration is approved in the manner required herein for an amendment to this Declaration.

d. No Obligation to Expand. This Declaration is not intended, and shall not be construed so as, to impose upon Declarant an obligation respecting, or to restrict Declarant in any way with regard to: (i) the addition to the Project of any of the Expansion Property.

e. Owners' Obligations Concerning Expansion of Project. Each Owner, by acquiring his or her interest in the Project, agrees not to inhibit or oppose Declarant's future development of the Expansion Property (whether or not added to the Project) and the obtaining of necessary approvals therefore. Without limiting the scope of the immediately foregoing sentence, no Owner, directly or indirectly, shall oppose such development in public meetings, by petition, or by legal actions.

18.2 Appointment of Board and Officers. Prior to the Turnover Date, the Declarant has the right to appoint all of the members of the Board and the officers of the Association. Prior to the Turnover Date, if the Declarant does not appoint a Board, the Declarant shall be vested with all powers that would otherwise be held by the Board and any provision herein referring to the Board shall be deemed as referring to the Declarant. Notwithstanding anything to the contrary in this Declaration, Declarant may (but is not required to) exercise its discretionary termination of control in whole or in part as to any portion of the Project at its sole election and determination. In doing so as to a portion of the Project, it does not waive any reversionary or remaining control as to all other portions of the Project, the control of which is not expressly terminated by Declarant.

18.3 Additional Declarant Rights. In addition to the foregoing, the Declarant Rights include, without limitation, the exclusive right to do the following:

a. install and complete Improvements;

b. use any Residence owned by the Declarant as a model home, or for the placement of a temporary construction or sales office;

c. install and maintain signs incidental to sales or construction which are in compliance with applicable City or County ordinances;

d. assign Declarant's rights under this Declaration in whole or part;

e. use easements through the Common Areas as set forth herein;

f. dedicate the roads and streets within the Project for and to public use, grant road easements with respect thereto, and allow such streets or roads to be used by owners of adjacent land;

g. convert any part of the Project to a different regime of residential ownership;

h. create or designate additional Common Area or Limited Common Area within the Project;

i. withdraw land from the Project for up to fifteen (15) years from the date this Declaration is recorded in the office of the County Recorder;

j. set all assessments for the Association including annual, special, and individual assessments;

k. set all fines and fees for the Association including but not limited to collection fees, reinvestment fees, architectural review fees, and fines for violations of Association Rules;

l. amend the Declaration, Bylaws, Plat, and Rules of the Association without approval from any Members;

m. cast all votes on behalf of all Owners for the conveyance or modification of Common Area as may be required by Utah law; and

n. exert any right allowed to the Board or the Association pursuant to the Act and this Declaration.

18.4 pursuant to Utah Code § 57-8a-211(10), Utah Code § 57-8a-211(2) through (9), shall not apply or have any effect during the Period of Declarant Control, and the Declarant shall have no duty whatsoever to obtain a Reserve Analysis, or to fund any Reserve Fund during the Period of Declarant Control.

18.5 Unless expressly and specifically bound by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents.

ARTICLE 19
AMENDMENTS

19.1 Manner of Amending. This Declaration may be amended as follows:

a. As long as either the Declarant or any Nominee owns any Lot or Lots in the Project, this Declaration may only be amended, altered or modified by an amending document approved and signed by the Declarant and no other Owners will be required to approve such amendment, alteration or modification; and

b. Subject to Section 10.5, after the Declarant and its Nominee(s) no longer own any Lot in the Project, this Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of no less than sixty-seven percent (67%) of the Owners.

c. Notwithstanding anything to the contrary herein, if an Article of this Declaration contains a more restrictive amendment provision relating to that Article, the more restrictive provision shall control.

19.2 Consent to Amend. If an Owner consents to the Amendment of this Declaration or the Association 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.

19.3 Acceptance of Deed. By acceptance of a deed of conveyance to a Lot or Residence each Owner thereby gives its full, irrevocable and unqualified consent on behalf of itself, its mortgagees, and its successors-in-title to the amendment of this Declaration in the manner provided in this Article.

ARTICLE 20
ASSOCIATION LITIGATION

20.1 Certain Litigation Requiring Consent. In recognition of the expenses and disruption associated with litigation, except as otherwise provided by this Article, the Association shall not commence a judicial or administrative proceeding without the approval of the Declarant for so long as the Members govern the Association and thereafter only upon the approval of Owners representing at least 75% of the total vote of the Association.

20.2 Actions Arising Out Of an Alleged Defect. Neither the Association nor any Owner shall institute an action against any person which arises out of an alleged defect in the development of the Project until: (i) Declarant, Nominee(s), and the person(s) who physically constructed the portion of the Project in which the alleged defect exists have been notified and given a reasonable time and opportunity in which to inspect, assess, correct, or redesign any alleged defect or other portions of the Project (provided, however, that the terms of this Article shall not create an obligation of any person to effect a repair of an alleged defect); (ii) the Association or Owner(s) have pursued their remedies under any express warranty covering all or any portion of the alleged defect; (iii) the Declarant, Nominee(s), and the affected contractor(s) have been given the

opportunity to be heard at a meeting of the Association regarding the alleged defect; and (iv) all proposed parties to the action have been given a reasonable opportunity to mediate any dispute or disagreement relating to the alleged defect, and have either participated or refused to participate in such mediation.

20.3 Compensation of Legal Counsel. No action affected by this Article shall be conducted utilizing legal counsel who are compensated on a contingency fee or similar means of compensation in which litigation costs and attorneys' fees are not paid on a current basis or are paid out of the settlement or judgment amount recovered by the Association in such action.

20.4 Application and Amendment of this Article. This Article shall not apply to: (i) any action brought by the Association, ARC, Declarant, or any Nominee to enforce the provisions of this Declaration, the Articles, Bylaws, or Association Rules; (ii) the collection of assessments; (iii) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of an express contract with the Association or its manager for services or supplies; (v) any action brought by an Owner against another Owner to enforce the provisions of this Declaration, the Articles, Bylaws, or Association Rules; or (vi) counterclaims brought by the Association, ARC, Declarant, or any Nominee in proceedings instituted against them collectively or individually.

20.5 Repurchase Option for Construction Defect Claims. In the event any Owner shall commence action against Declarant, any Nominee, or their assigns, successors, subsidiaries, related construction entities, or other entities established by Declarant or any Nominee, or any members of Declarant or any Nominee, in relation to the construction of any Residence, or in relation to any alleged construction defects, Declarant and its Nominee(s) shall each have the option, but not the obligation, to purchase the related Residence and Lot on the following terms and conditions:

a. The purchase price shall be an amount equal to the sum of the following, less any sums paid to such Owner under any homeowner's warranty, in connection with any alleged defect:

(i) The purchase price paid by the original Owner of the Residence and Lot when originally purchased from Declarant or a Nominee; plus
(ii) The agreed upon reasonable value of any improvements made to the Residence by anyone other than Declarant or a Nominee; plus
(iii) The Owner's reasonable moving costs; plus
(iv) Any reasonable closing costs incurred by the Owner in connection with the purchase of a replacement primary residence within ninety (90) days after closing of repurchase provided for herein;

b. Close of escrow shall occur not later than forty-five (45) days after written notice from Declarant to the Owner of Declarant's intent to exercise the option herein;

c. Title shall be conveyed to Declarant, or its assignee, free and clear of all monetary liens and other encumbrances other than non-delinquent real estate taxes;

d. Exercise of the repurchase option as provided for herein above shall constitute full and final satisfaction of all claims relating to the subject Residence and Lot, and the Owner shall promptly execute and deliver any notice of dismissal or other document necessary or appropriate to evidence such satisfaction;

e. Declarant may freely assign its option and purchase rights set forth in this Article; and

f. If any provisions of this subsection conflict with any enforceable provisions of a real estate purchase contract between Declarant or a Nominee and the current Owner of a Residence, the enforceable provisions of such real estate purchase contract shall prevail as to such Owner.

20.6 This Article shall not be amended without the written consent of both the Declarant and any Nominee(s).

ARTICLE 21
GENERAL PROVISIONS

21.1 Enforcement. The Association, ARC, Declarant, any Nominee, or any Owner shall each have the right to enforce by proceedings at law or in equity, all restrictions, conditions, and covenants now or hereafter imposed by the provisions of this Declaration and the Design Guidelines or any amendment thereof, including the right to prevent the violation of any such restrictions, conditions, or covenants and the right to recover damages for such violation; provided, however, that the Association shall have the exclusive right to enforce assessment liens. The Association or any Member shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles, Bylaws, or Association Rules, and any amendments thereto. Failure by the Association, ARC, Declarant, any Nominee, or any Owner to enforce any covenant, condition, or restriction herein contained, or the Articles, Bylaws, or Association Rules shall not be deemed a waiver of such right on any such future breach of the same covenant, condition or restriction.

21.2 Severability. Notwithstanding invalidation of any one of these covenants, conditions or restrictions by judgment or court order, all other provisions hereof shall remain in full force and effect.

21.3 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of residential units on the Property and for the maintenance of the Property and the Common Areas. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

21.4 Singular Includes Plural. Whenever the context of this Declaration requires, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine and neuter.

21.5 Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenants, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association, ARC, Declarant, any Nominee, or any Owner. Such remedy shall be deemed cumulative and not exclusive.

21.6 No Representations and Warranties. **EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THAT: (A) NEITHER THE ARC, NOR DECLARANT, NOR ANY NOMINEE HAS MADE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, RELATED TO THE PROJECT; AND (B) SUCH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, RELATIVE TO THE PROJECT INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

21.7 Attorneys' Fees. The Association, ARC, Declarant, and the Nominee(s) shall be entitled to recover all reasonable attorney fees and costs incurred as a result of any Owner's or Occupant's breach or violation of this Declaration or the Design Guidelines and/or incurred in enforcing this Declaration and/or the Design Guidelines.

21.8 Effect of Declaration. This Declaration is made with the intent to establish a general scheme for the use, occupancy and enjoyment of the Property and each and every Lot and portion thereof. Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portions of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

21.9 Non-liability of Officials. To the fullest extent permitted by law, neither the Declarant, the ARC, any Nominee, the Board, any committee of the Association, nor any member of such Board or committee shall be liable to any Member or the Association 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, omission, error, negligence or the like made in good faith within which such entity or persons reasonably believed to be the scope of their duties.

IN WITNESS WHEREOF, the Declarant has adopted this Declaration of Covenants, Conditions, and Restrictions for Leland Meadows on the _____ day of _____, 20___.

SNA-AM LLC
A UTAH LIMITED LIABILITY COMPANY

BY: _____
Name:
Title:

STATE OF UTAH)
) SS:
COUNTY OF UTAH)

On the _____ day of _____, 20___, the foregoing did execute this document who by me being duly sworn, did represent that he/she is the Managing Member of SNA LLC, a Utah limited liability company.

_____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

LELAND MEADOWS

EXHIBIT B
Bylaws

BYLAWS
OF
LELAND MEADOWS HOMEOWNERS ASSOCIAION
SPANISH FORK, UTAH

THESE BYLAWS OF LELAND MEADOWS HOMEOWNERS ASSOCIATION are effective upon recording in the Utah County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act.

RECITALS

1. Capitalized terms in these Bylaws are defined in Article I of THE DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS, FOR LELAND MEADOWS ("Declaration").

2. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Lot Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I
DEFINITIONS

Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have the same meanings when used in these Bylaws.

ARTICLE II
APPLICATION

All present and future Lot Owners, tenants, or any other persons who may use the facilities at Leland Meadows in any manner are subject to these Bylaws. The mere acquisition or rental of any of the Lots or parts thereof, or the mere act of occupancy or use of any said Lots or part thereof or the Common Areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons. These Bylaws govern the management of the business and the conduct of the affairs of the Association II except as otherwise provided by statute, the Declaration, or the Articles of Incorporation. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall govern.

ARTICLES III
MEMBERS

3.1 Annual Meetings. In the discretion of the Board of Directors, the annual meeting of the Members shall be held each year in January, or in the anniversary month of the Turnover Date, or on another day and at a time established by the Board of Directors. The purpose of the annual meeting is to elect Board Members and transact such other business as may come before the meeting. If the election of Board Members cannot be held at the annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held either at a special meeting of the Members to be convened as soon thereafter as may be convenient or at the next annual meeting of the Members. The Board of Directors may from time to time by resolution change the date and time for the annual meeting of the Members.

3.2 Special Meetings. Special meetings of the Members may be called by a majority of the Board of Directors, the President, or upon the written request of Members holding not less than 25% of the voting interests of the Association. Any written request for a special meeting presented by the Members shall be delivered to the President and shall include the original signature of each Member affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within 20 days of receipt of the request. In case of failure to call such meeting within twenty (20) days after such request, such members may call the same. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association.

3.3 Place of Meetings. The Board of Directors may designate any place in Utah County, State of Utah reasonably convenient for the Members of the Association as the place of meeting for any annual or special meeting called by the Board of Directors. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association, which shall be the home of the current president. A waiver of notice signed by all of the members of the Association may designate any place, within the State of Utah, as the place for holding such meeting.

3.4 Notice of Meetings of the Members. The Board of Directors shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Members. Such written or printed notice shall be delivered to each Member of record entitled to vote at such meeting not more than sixty (60) nor less than 15 days prior to the meeting. Such notice may be emailed, hand-delivered, or mailed. If emailed, such notice shall be deemed delivered when sent to the Member's email address registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at the Member's address registered with the Association, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current email address and mailing address for purposes of notice hereunder. Such registered email and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Lot address shall be deemed to be the Member's registered address. An Owner may opt out of receiving notices from the Association via email by giving written notice to the President or manager that he/she will not accept notices by way of email.

3.5 Qualified Voters. A Member shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she has fully paid his or her share of any Assessments (together with any interest and/or late fees) prior to the commencement of the meeting.

3.6 Record Date for Notice Purposes. Upon purchasing a Unit in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Board may designate a record date, which shall be no more than sixty (60) and no less than ten (10) days prior to the meeting. If

no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting.

3.7 Quorum. At any meeting of the Members, the Members present in person or by proxy shall constitute a quorum for the transaction of business.

3.8 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member or by the Member's attorney when duly authorized in writing. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Lot or the Members' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall be dated, set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Such instrument shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting. The notice of meeting and/or the proxy form provided with any notice of meeting may also provide a deadline to return proxies, after which time further proxies will not be received.

3.9 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such Member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. The Association shall have two (2) classes of voting membership, Class “A” and Class “B,” as follows:

a. Class “A” Members shall be all Owners with the exception of Class "B" membership, if any. Class “A” Membership shall be entitled to one (1) vote for each Lot such Member owns. When more than one person owns a portion of the interest in a Lot, each such person shall be a Member, but the vote for such Lot shall be exercised as they among themselves determine. Absent any other agreement among co-Owners of a single Lot, (i) a single co-Owner appearing at an Association meeting will be entitled to cast the one vote for the Lot, and (ii) if multiple co-Owners appear at an Association meeting, each Co-Owner will have a pro rata fractional vote based upon the ownership interests of the co-Owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single Lot. The Association shall not be required to recognize the vote or written consent of any co-Owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association.

b. The Class “B” Member shall be the Declarant. In all matters requiring a vote, the Class "B" membership shall receive one hundred (100) votes for each recorded Lot owned by Declarant and one hundred (100) votes for each acre of property owned by Declarant within the Project but not yet depicted on a recorded Plat.

3.10 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Members present, and in the decision and votes of the Board of Directors or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Board of Directors. The presence of a Lot Owner in person at any meeting of the Lot Owners shall be deemed a waiver on any notice requirements.

3.11 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Members such that the vote would have passed if all of Association Members had been in attendance at a regularly called meeting. In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballot must set forth each proposed action and provide the option of voting for or against each proposed action with the requisite number of members approving the action that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted. The ballot must specify the period during which the Association shall accept written ballots for counting. Following this period, the Association shall provide notice of whether such action was or was not approved. An Owner may revoke a prior consent if the revocation is provided to the Board in writing and is received by the Board prior to the effectiveness of the action taken, as provided for in this Section.

ARTICLE IV
BOARD OF DIRECTORS

4.1. General Powers. The property, affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors may exercise all of the powers of the Association, whether derived from the Act, the Declaration or these Bylaws, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Members. The Board of Directors shall, among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, provide the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Project and its administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all members at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with generally accepted accounting principles. The Board of Directors may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

4.2. Number, Tenure, and Qualifications. The Board of Directors shall be composed of three (3) persons. Prior to the Turnover Date, the Declarant shall appoint the members of the Board of Directors. After the Turnover Date, each member of the Board of Directors shall be an Owner or an Owners' spouse or significant other that resides with Owner in the Residence. After the Turnover Date, only one member of a single household can be a member of the Board at any one time except that, if there are insufficient Owners or Owners' spouses or significant others that are willing to serve on the Board, then other residents within the Project may serve on the Board. In order to create staggered terms among Board Members, the first Board of Directors to be elected on or after the Turnover Date shall include one Board Member who holds his or her position for

one (1) year, one Board Member who holds his or her position for two (2) years, and one Board Member who holds his or her position for three (3) years. Thereafter, each Board Member elected at an Annual Meeting shall hold his or her position for three (3) years or until his or her successor shall have been chosen and qualified, or until his or her death, or until his or her resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs.

4.3. Advisory Board Members. Prior to the Turnover Date, the Declarant and/or Board may identify an owner or owners to be advisory members of the Board and participate in Board meetings and activities. Advisory members shall not vote

4.4. Regular Meetings. The Board of Directors shall hold regular meetings at least annually, at the discretion of the Board of Directors. The Board of Directors may designate any place in Utah County, Utah as the place of meeting for any regular meeting called by the Board of Directors. Meetings may also be held with Board Members appearing telephonically so long as any Board Member appearing telephonically consents to such appearance. If no designation is made, the place of the meeting shall be at the clubhouse located in the Project.

4.5. Special Meetings. Special meetings of the Board of Directors may be called by the President, Vice President, or a majority of the Board Members on at least five (5) days prior notice to each Board Member. Each Member of the Board of Directors shall provide an email address to the other Board Members and agrees to accept notice of all meetings of the Board via said email address. The person or persons authorized to call special meetings of the Board of Directors may fix any place, within Utah County, as the place for holding the meeting. Notice shall be given personally, by regular U.S. Mail at such Board Member's registered address, by email, or by telephone. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Board Member may waive notice of a meeting.

4.6. Notice to Owners of Meetings of the Board of Directors. The Board of Directors shall cause written notice of the date, time, and place for all meetings of the Board of Directors to be sent via email to each Owner who has requested such notice. Such written notice shall be delivered no less than 48 hours prior to the meeting except that, when a meeting is called to address an emergency and each member of the Board of Directors receives less than 48-hours' notice of the meeting, such Owners shall receive notice equal to that received by the members of the Board of Directors. Notice to Owners under this Section 4.5 shall be sent via email and shall be deemed delivered when sent to the Owner's email address registered with the Association. Such registered email may be changed from time to time by notice in writing to the Association. If members of the Board of Directors may attend the meeting by electronic means, notice to the Owners shall include information necessary to allow the Owner to attend by electronic means. For the purposes of this Section 4.5, a meeting of the Board of Directors shall mean a gathering of the Board of Directors, whether in person or by electronic means, at which the Board can take binding action.

4.7. Meetings of the Board of Directors Open to Owners. Each meeting of the Board of Directors shall be open to each Owner except that the Board of Directors may close a meeting to consult with an attorney for the purpose of obtaining legal advice; discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; discuss a personnel matter; discuss a matter relating to contract negotiation, including review of a bid or proposal; discuss a

matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or discuss a delinquent assessment or fine. At each meeting of the Board of Directors, each Owner shall be provided a reasonable opportunity to offer comments; the Board of Directors may limit comments of the Owners to a specific time period during the meeting. For the purposes of this Section 4.6, a meeting of the Board of Directors shall mean a gathering of the Board of Directors, whether in person or by electronic means, at which the Board can take binding action.

4.8. Quorum and Manner of Action. A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided to the Board Members shall be the act of the Board of Directors. The Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

4.9. Compensation. No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore.

4.10. Resignation and Removal. A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Board Member may be removed at any time, with or without cause, at a special meeting of the Members duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association. A Board Member may also be removed by the affirmative vote of a majority of the other Board Members if he or she, in any twelve (12) month period, misses either three (3) consecutive or seventy-five percent (75%) of the regularly scheduled Board of Directors meetings.

4.11. Vacancies and Newly Created Board Memberships.

a. Before the Turnover Date, the Declarant shall appoint a new Board member to fill any vacancy in the Board.

b. After the Turnover Date, the following provisions shall apply: If vacancies shall occur in the Board of Directors by reason of the death, resignation, disqualification, or removal of a Board Member as provided in Section 4.9, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board of Directors occurring by reason of removal of a Board Member by the Members may be filled by election by the Members at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his or her predecessor.

4.12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Board Member may waive notice of such meeting and such waiver shall be deemed equivalent to the

giving of such notice. Attendance by a Board Member at any meeting thereof shall be a waiver of notice by that Board Member of the time, place, and purpose thereof.

4.13. Adjournment. The Board of Directors may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.14. Nomination and Election of Board Members after the Turnover Date. After the Turnover Date, nomination for election to the Board of Directors shall be made by the Members of the Association by petition filed with the secretary of the Association prior to or at the Annual Meeting. Nominations may also be made from the floor at the annual meeting of Members. Members of the Board shall be elected either by a voice vote or by secret written ballot. Association Members or their proxies shall vote in accordance with the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. No two Board Members shall be related by blood or marriage nor shall any Board Member share joint ownership in a Unit with another Board Member.

4.15. Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board. Further, a manager or Director may set forth a reasonable deadline for a response to a proposed action, whereby a non-response becomes an affirmative vote by the non-responsive Director.

ARTICLE V
OFFICERS

5.1. Officers. The officers of the Association shall be a President, a Secretary, and a Treasurer, and such other officers as may from time to time be appointed by the Board of Directors. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

5.2. Election Tenure and Qualifications. The initial officers shall be determined by the Declarant. Thereafter, the officers of the Association shall be chosen by the Board of Directors, from among the Board of Directors, annually at the first regular meeting of the Board of Directors following the annual meeting of the Members. Officers shall serve for a term equal to their term as a Director. In the event of failure to choose officers at such regular meeting of the Board of Directors, officers may be chosen at any regular or special meeting of the Board of Directors. Each such officer (whether chosen at a regular meeting of the Board of Directors or otherwise) shall hold such office at least until the next ensuing regular meeting of the Board of Directors and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. The President, Vice President (if any), Secretary, and

Treasurer may be, but are not required to be, Board Members of the Association.

5.3. Subordinate Officers. The Board of Directors may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine. Subordinate officers need not be Board Members of the Association.

5.4. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Board Member or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board of Directors at any time, with or without cause.

5.5. Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Directors at any regular or special meeting.

5.6. The President. The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Directors and at meetings of the Members. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board of Directors. Prior to the Turnover Date, the President may delegate some or all of his or her powers and authority to another officer of the Association.

5.7. The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board of Directors may require such person to keep. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act.

5.8. The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Members and at any meeting of the Board of Directors. The Treasurer shall perform such other duties as required by the Board of Directors. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant these Bylaws.

5.9. Compensation. No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board of Directors.

ARTICLE VI
COMMITTEES

6.1. Designation of Committees. The Board of Directors may from time to time by resolution designate committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers ("Committee" for purposes of this Article). The membership of each such Committee designated hereunder shall include at least one (1) Board Member ("Committee Member" for purposes of this Article). No Committee Member shall receive compensation for services rendered to the Association as a Committee Member; provided, however, that the Committee Member may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent that such expenses are approved by the Board of Directors. A Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board of Directors in a written resolution. The Board of Directors may terminate any Committee at any time.

6.2. Proceeding of Committees. Each Committee designated hereunder by the Board of Directors may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such Committee may from time to time determine. Each such Committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Directors.

6.3. Quorum and Manner of Acting. At each meeting of any Committee designated hereunder by the Board of Directors, the presence of Committee Members constituting at least a majority of the authorized membership of such Committee, but in no event less than two (2) Committee Members, shall constitute a quorum for the transaction of business, and the act of a majority of the Committee Members present at any meeting at which a quorum is present shall be the act of such Committee. Any Committee Members designated by the Board of Directors hereunder shall act only as a Committee, and the individual Committee Members thereof shall have no powers as such. A Committee may exercise the authority granted by the Board of Directors.

6.4. Resignation and Removal. Any Committee Member designated hereunder by the Board of Directors may resign at any time by delivering a written resignation to the President, the Board of Directors, or the presiding officer of such Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Directors may at any time, with or without cause, remove any Committee Member designated by it thereunder.

6.5. Vacancies. If any vacancy shall occur in any Committee designated by the Board of Directors due to disqualification, death, resignation, removal, or otherwise, the remaining Committee Members shall, until the filling of such vacancy by the Board of Directors, constitute the then total authorized membership of the Committee and, provided that two (2) or more Committee Members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Directors.

ARTICLE VIII
RECORDS, AUDITS, AND FISCAL YEAR

The Association shall maintain within the State of Utah all documents, information, and other records of the Association in accordance with the Declaration, these Bylaws, and the Utah Revised Nonprofit Corporation Act in the manner prescribed by a resolution adopted by the Board of Directors.

8.1. General Records. The Board of Directors or managing agent for the Association shall keep records of the actions of the Board of Directors and managing agent or manager; minutes of the meetings of the Board of Directors; minutes of the Member meetings of the Association, and financial records of the receipts and expenditures affecting the Property.

8.2 Financial Reports and Audits.

a. An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be made available by the Board of Directors to all Owners and to all First Mortgagees of Lots who have requested notice of certain matters from the Association in accordance with this Declaration ("Eligible Mortgagee" for purposes of this Article).

b. From time to time the Board of Directors, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners. At any reasonable time, any Owner may, at such Owner's own expense, cause an audit or inspection to be made of the books and records of the Association.

8.3 Inspection of Records by Owners. Except as provided in Section 8.4 below, all records of the Association shall be reasonably available for examination by an Owner and any Eligible Mortgagee of a Lot pursuant to Rules adopted by resolution of the Board of Directors. The Board, by resolution, may adopt reasonable Rules governing the frequency, time, location, notice and manner of examination and duplication of Association Records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred in relation to furnishing the information. It is a violation of these Bylaws for an Owner to obtain Association records by means of a records request made in bad faith or for an improper purpose. It is further a violation of these Bylaws for an Owner to obtain records by request and then to use such records in a manner that is inconsistent with his or her stated purpose for obtaining such records.

8.4 Records Not Subject to Inspection. Prior to inspection from an Owner or a third party, the Association may redact from Association records social security numbers, bank account numbers, or any communication subject to attorney-client privilege

8.5 Investment. Association funds may only be deposited into institutions that are federally insured. The Board may deposit Association funds into savings accounts, money market

accounts, or purchase certificates of deposits. Other investment options that may pose additional risks must be approved by at least 51% of the total membership prior to the investment.

ARTICLE IX
RULES AND REGULATIONS

9.1. Establishment of Rules and Regulations. The Board of Directors shall have the authority to adopt and establish by resolution such Project management and operational Rules and Regulations as it may deem necessary for the maintenance, operation, management, and control of the Project.

9.2. Amendment. The Board of Directors may from time to time, by resolution, alter, amend, and repeal such Rules and Regulations.

9.3. Enforcement. Owners shall use their best efforts to see that the Rules and Regulations are strictly observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such Rules and Regulations shall apply and be binding upon all Lot Owners of the Project.

9.4. Copies of Rules. After the Turnover Date, copies of all Rules and Regulations and resolutions newly adopted by the Board of Directors shall be sent to all Lot Owners at least ten (10) days prior to the effective date thereof.

ARTICLE X
AMENDMENTS

10.1 Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, at all times on or prior to the Turnover Date, these Bylaws may be amended, altered or modified by an amending document approved and signed by the Declarant. No other Members will be required to approve such amendment

10.2 Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, after the Turnover Date, these Bylaws may be amended, modified, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of not less than sixty-seven percent (67%) of the total votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (a) the amended, modified, repealed, or new bylaws, (b) the number of votes cast in favor of such action, and (c) the total votes of the Association, shall have been executed and verified by the current president of the Association and recorded in the office of the County Recorder of Utah County.

ARTICLE XI
MISCELLANEOUS PROVISIONS

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

11.2. Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

11.3. Conflicts. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

EXECUTED this ____ day of _____, 20___.

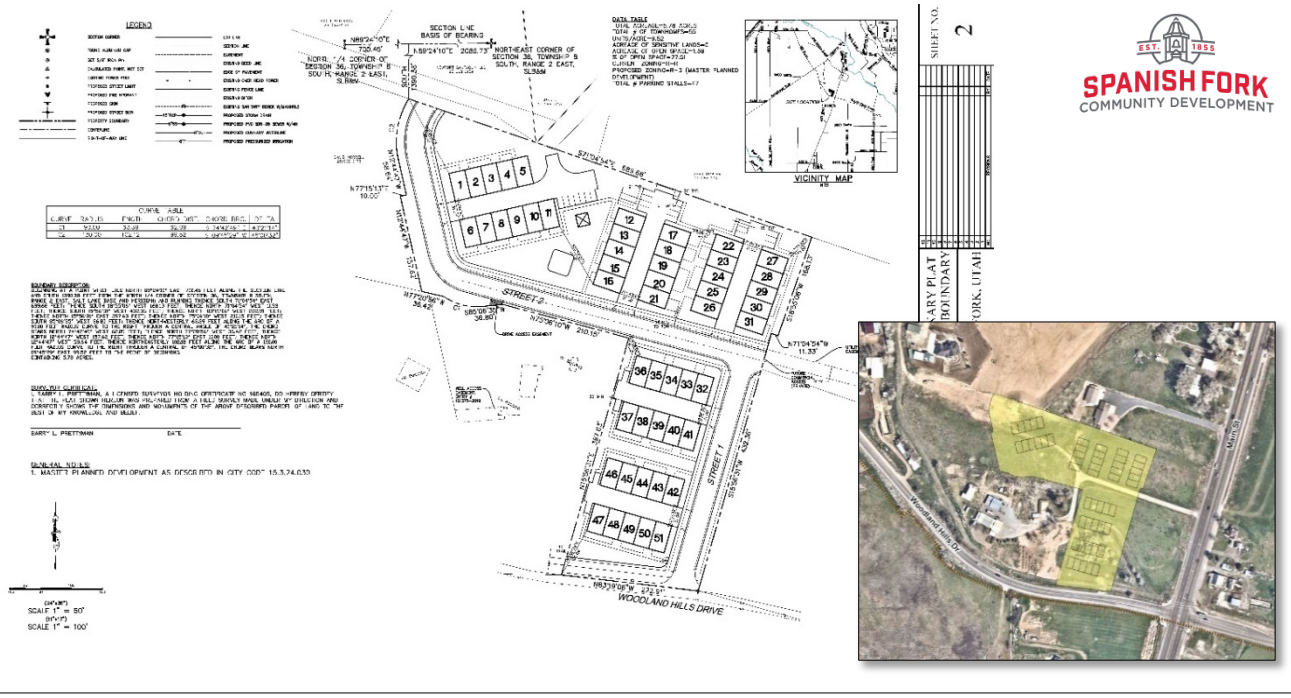
SNA-AM LLC
A UTAH LIMITED LIABILITY COMPANY

BY: _____
Name:
Title:

STATE OF UTAH)
) SS:
COUNTY OF UTAH)

On the _____ day of _____, 20___, the foregoing did execute this document who by me being duly sworn, did represent that he/she is the Managing Member of SNA-AM LLC, a Utah limited liability company.

_____
Notary Public



Juniper Ridge Preliminary Plat and Zone Change Approval Request

June 22, 2022, Development Review Committee Meeting.

Located at 350 West Woodland Hills Drive, including 5.78 acres.

The applicant has requested Preliminary Plat approval for a Master Planned Development that includes fifty-one (51) residential townhome units.

The subject property is zoned Rural Residential and the applicant has requested a change to the R-3 zone.

Key Issues

1. Zoning.
2. Density.
3. General Plan Designation.
4. Building Elevations.
5. Setbacks.
6. Phasing.
7. Parking.
8. Utilities.
9. Access.
10. Landscaping and walls.

Recommendation

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

Findings

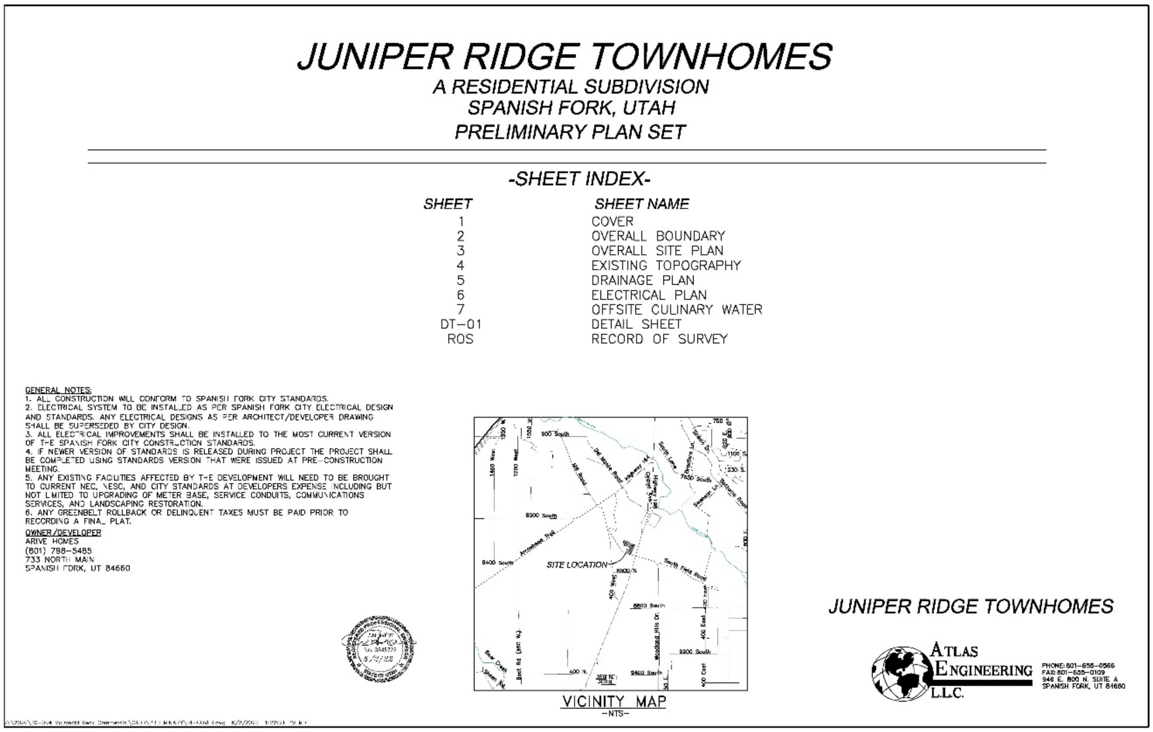
1. That the application conforms to the City's General Plan Designation and Zoning Map.

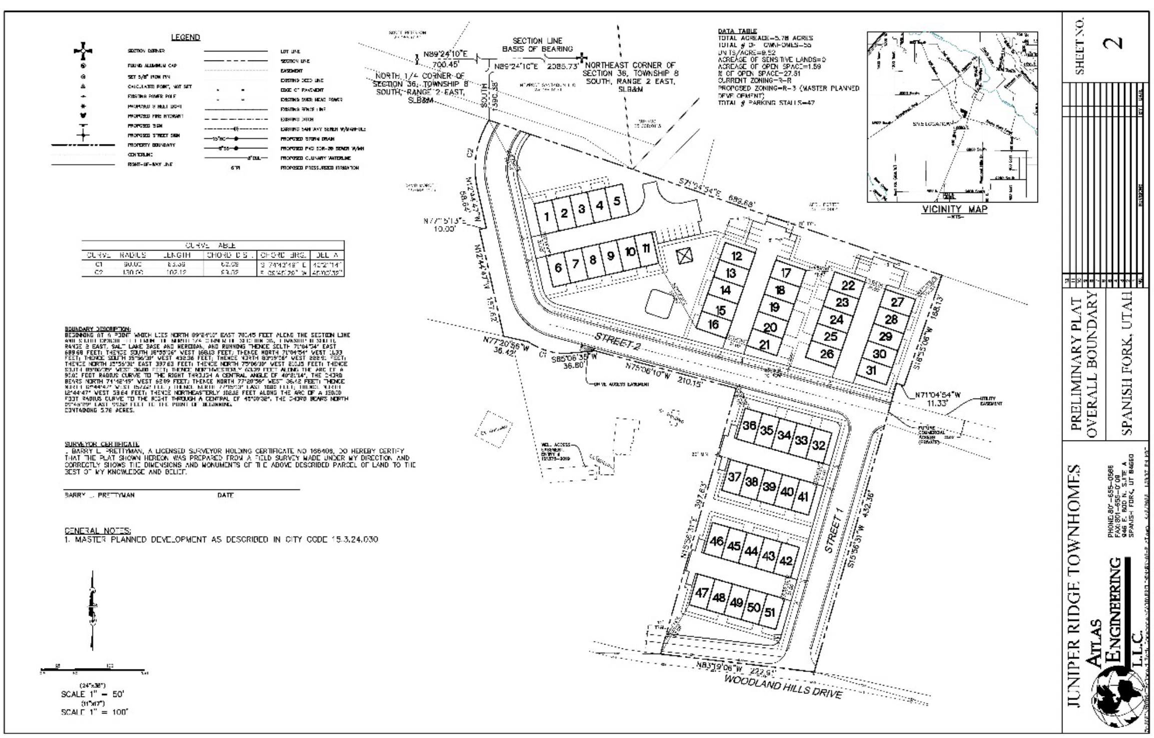
Conditions

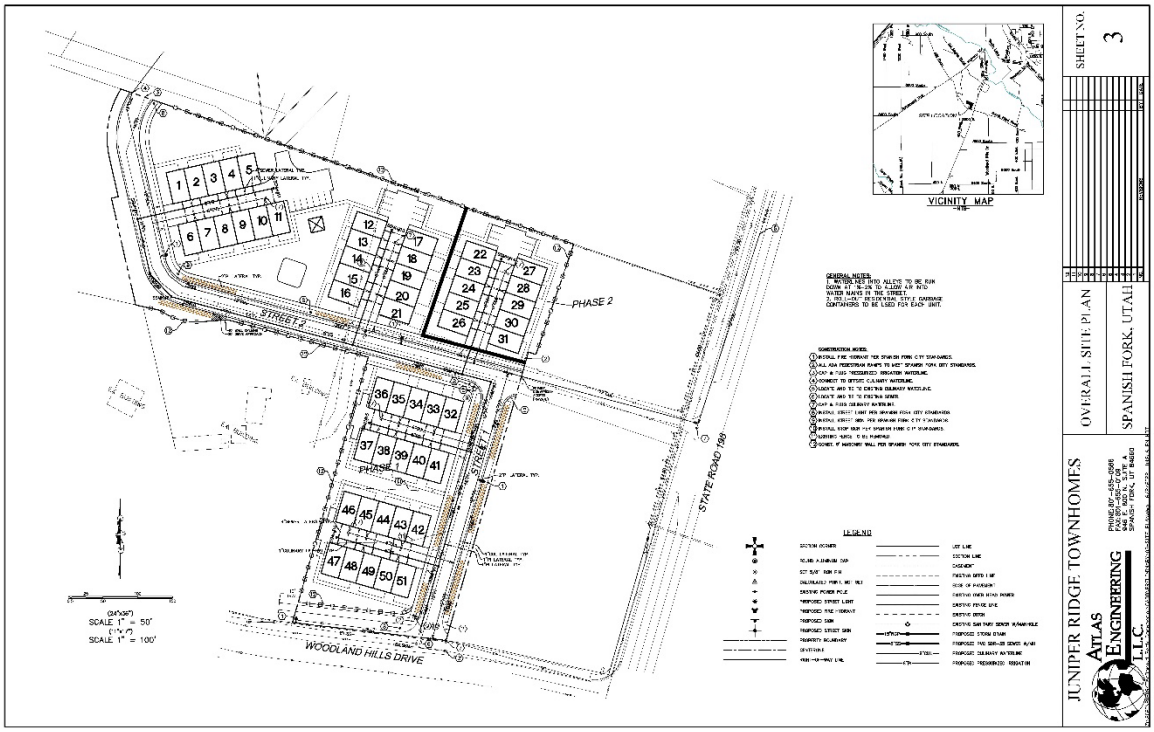
1. That the applicant meets the City's Zoning requirements and Construction Standards.
2. That the applicant addresses any red-lines.
3. That the applicant provides a street tree plan, landscape plan and specific details for other improvements in the development.

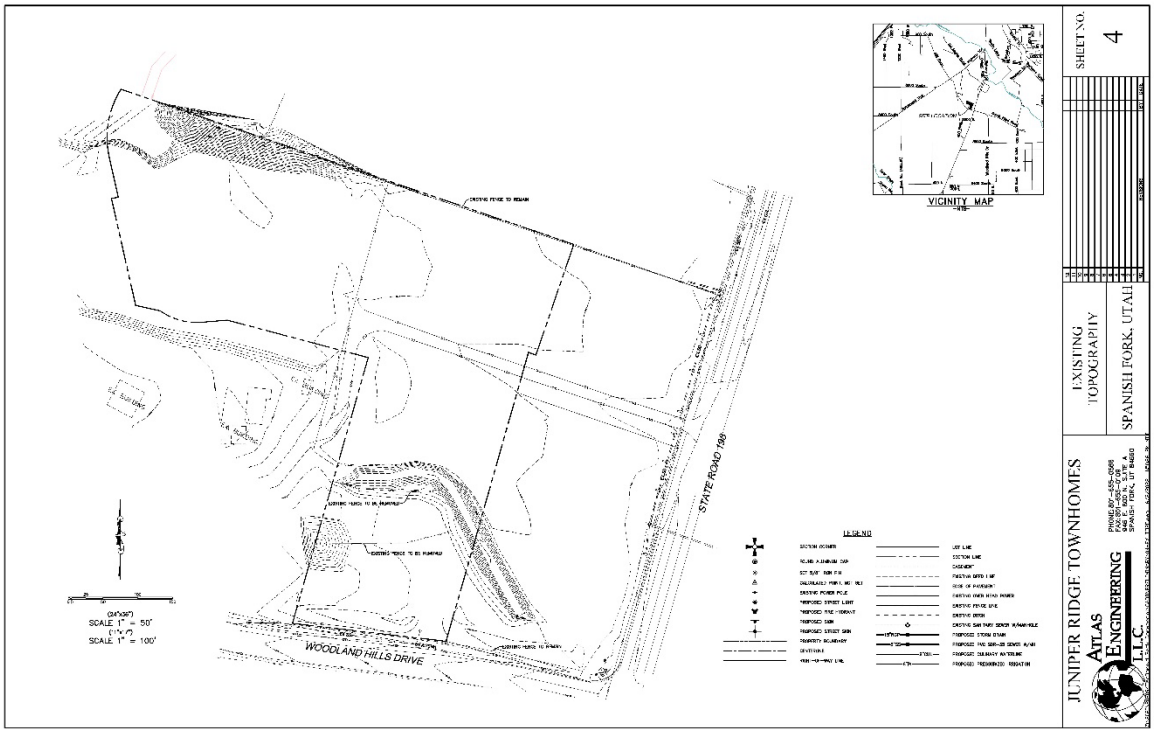
Exhibits

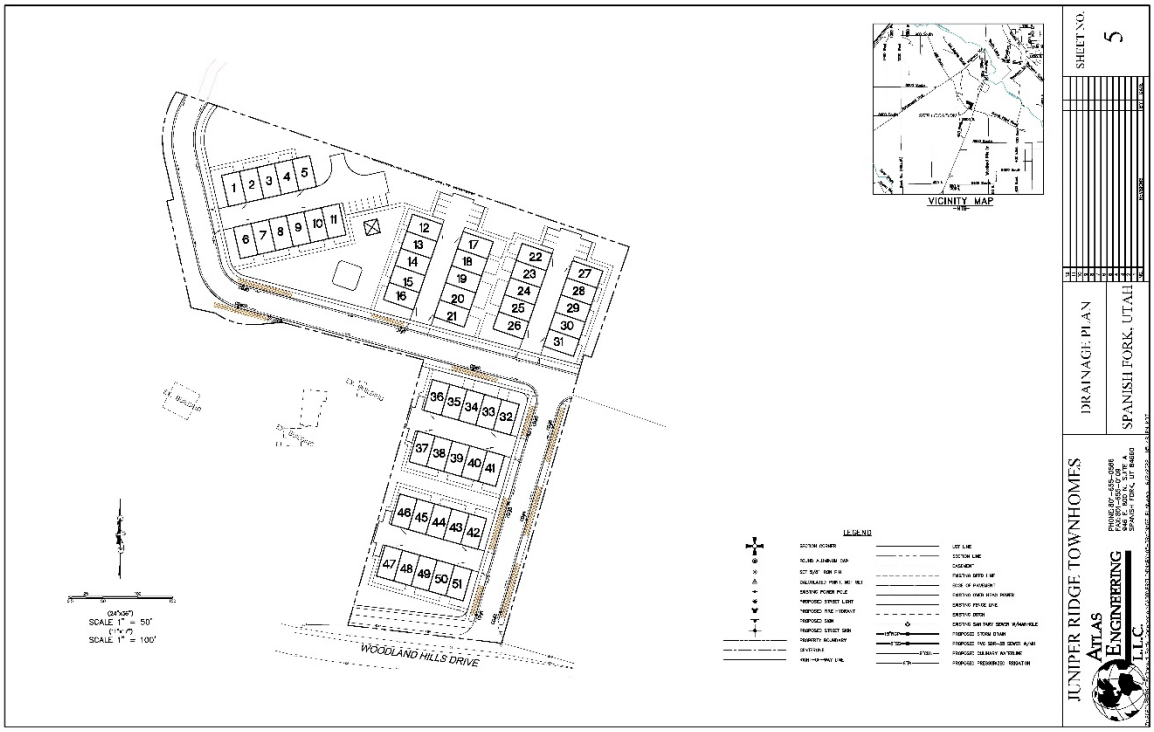
1. Preliminary Plat.
2. Presentation.
3. Amenities.
4. CC&R's

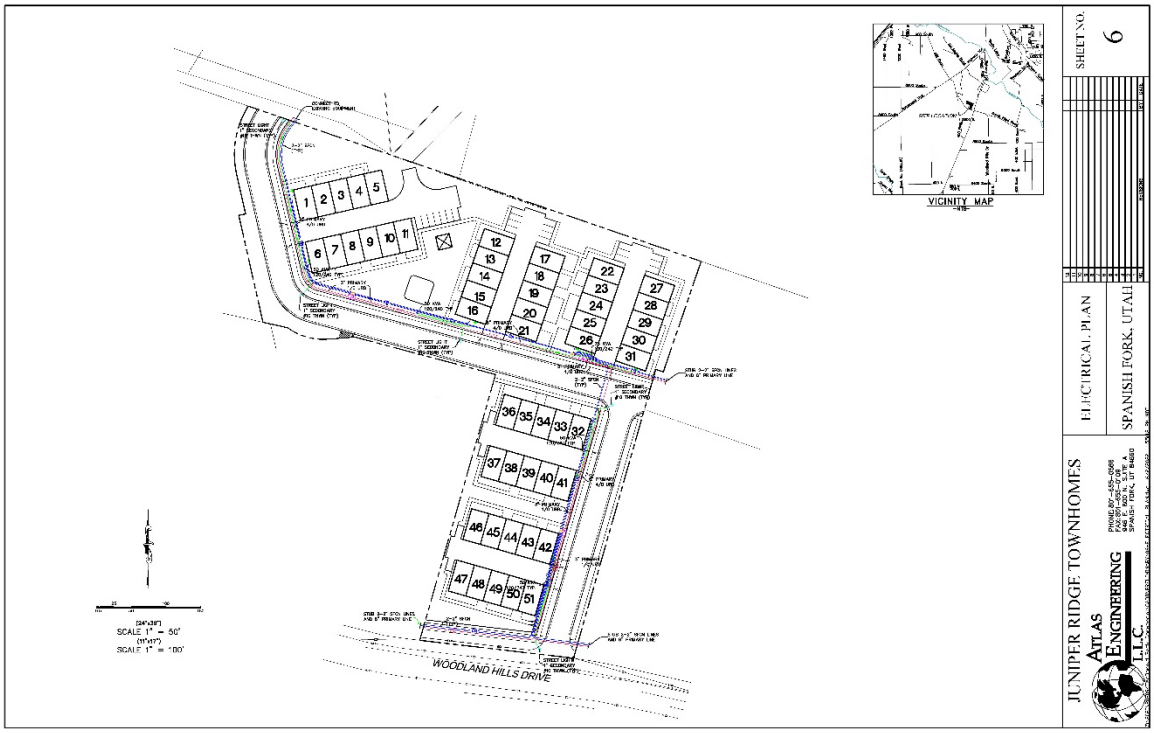

JUNIPER RIDGE TOWNHOMES
A RESIDENTIAL SUBDIVISION
SPANISH FORK, UTAH
PRELIMINARY PLAN SET
-SHEET INDEX-
SHEET SHEET NAME
1 COVER
2 OVERALL BOUNDARY
3 OVERALL SITE PLAN
4 EXISTING TOPOGRAPHY
5 DRAINAGE PLAN
6 ELECTRICAL PLAN
7 OFFSITE CULINARY WATER
DT-01 DETAIL SHEET
ROS RECORD OF SURVEY
GENERAL NOTES:
1. ALL CONSTRUCTION WILL CONFORM TO SPANISH FORK CITY STANDARDS.
2. ELECTRICAL SYSTEM TO BE INSTALLED AS PER SPANISH FORK CITY ELECTRICAL DESIGN AND STANDARDS. ANY ELECTRICAL DESIGNS AS PER ARCHITECT/DEVELOPER DRAWING SHALL BE SUPERSEDED BY CITY DESIGN.
3. ALL ELECTRICAL IMPROVEMENTS SHALL BE INSTALLED TO THE MOST CURRENT VERSION OF THE SPANISH FORK CITY CONSTRUCTION STANDARDS.
4. IF NEWER VERSION OF STANDARDS IS RELEASED DURING PROJECT THE PROJECT SHALL BE COMPLETED USING STANDARDS VERSION THAT WERE ISSUED AT PRE-CONSTRUCTION MEETING.
5. ANY EXISTING FACILITIES AFFECTED BY THE DEVELOPMENT WILL NEED TO BE BROUGHT TO CURRENT NEC, NESC, AND CITY STANDARDS AT DEVELOPERS EXPENSE INCLUDING BUT NOT LIMITED TO UPGRADING OF METER BASE, SERVICE CONDUITS, COMMUNICATIONS SERVICES, AND LANDSCAPING RESTORATION.
6. ANY GREENBELT ROLLBACK OR DELINQUENT TAXES MUST BE PAID PRIOR TO RECORDING A FINAL PLAT.
OWNER/DEVELOPER
ARIVE HOMES
(801) 798-5485
733 NORTH MAIN
SPANISH FORK, UT 84660
SITE LOCATION
VICINITY MAP
-NTS-
JUNIPER RIDGE TOWNHOMES
ATLAS ENGINEERING L.L.C.

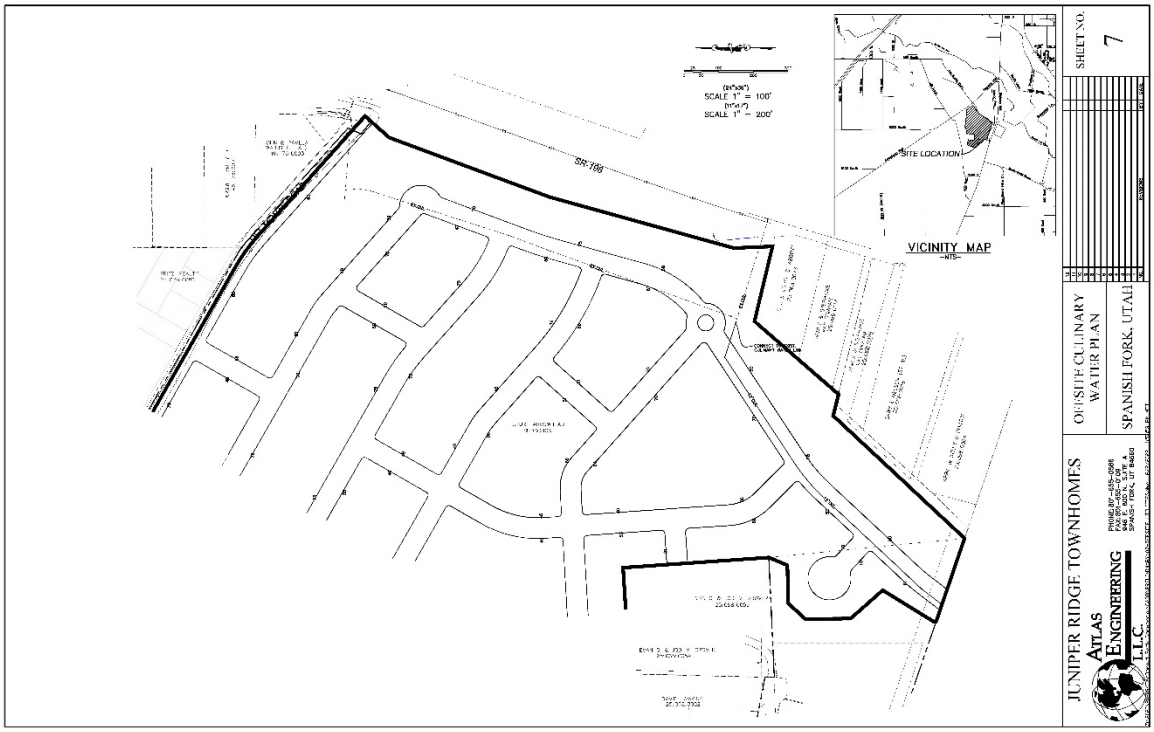

LEGEND
CURVE TABLE
SECTION LINE BASIS OF BEARING
N89°24'10"E 700.45'
N89°24'10"E 2085.73'
NORTH 1/4 CORNER OF SECTION 36, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SLB&M
NORTHEAST CORNER OF SECTION 36, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SLB&M
DATA TABLE
STREET 2
STREET 1
WOODLAND HILLS DRIVE
BOUNDARY DESCRIPTION
SURVEYOR CERTIFICATE
BARRY L. PRETTYMAN DATE
GENERAL NOTES:
1. MASTER PLANNED DEVELOPMENT AS DESCRIBED IN CITY CODE 15.3.24.030
SCALE 1" = 50'
SCALE 1" = 100'
VICINITY MAP
-NTS-
SHEET NO.
2
PRELIMINARY PLAT OVERALL BOUNDARY
SPANISH FORK, UTAH
JUNIPER RIDGE TOWNHOMES
ATLAS ENGINEERING L.L.C.

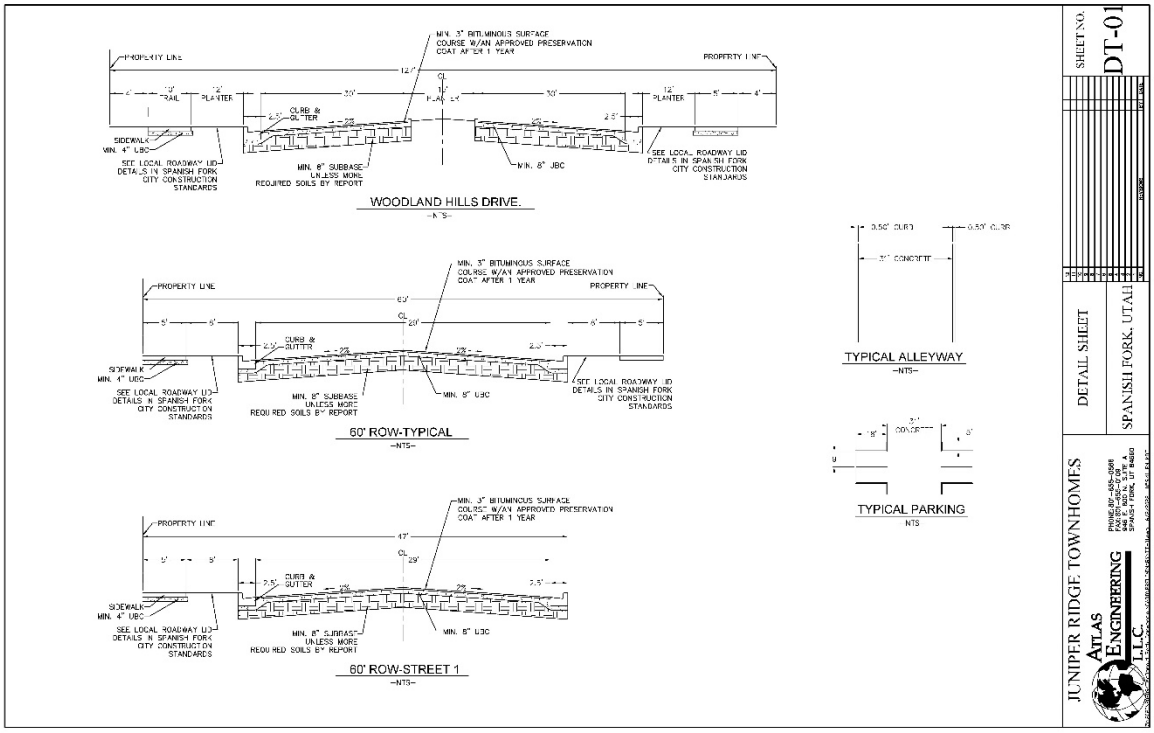

JUNIPER RIDGE TOWNHOMES
OVERALL SITE PLAN
SPANISH FORK, UTAH
SHEET NO. 3
ATLAS ENGINEERING L.L.C.
VICINITY MAP
PHASE 1
PHASE 2
STREET 1
STATE ROAD 198
WOODLAND HILLS DRIVE
SCALE 1" = 50'
SCALE 1" = 100'

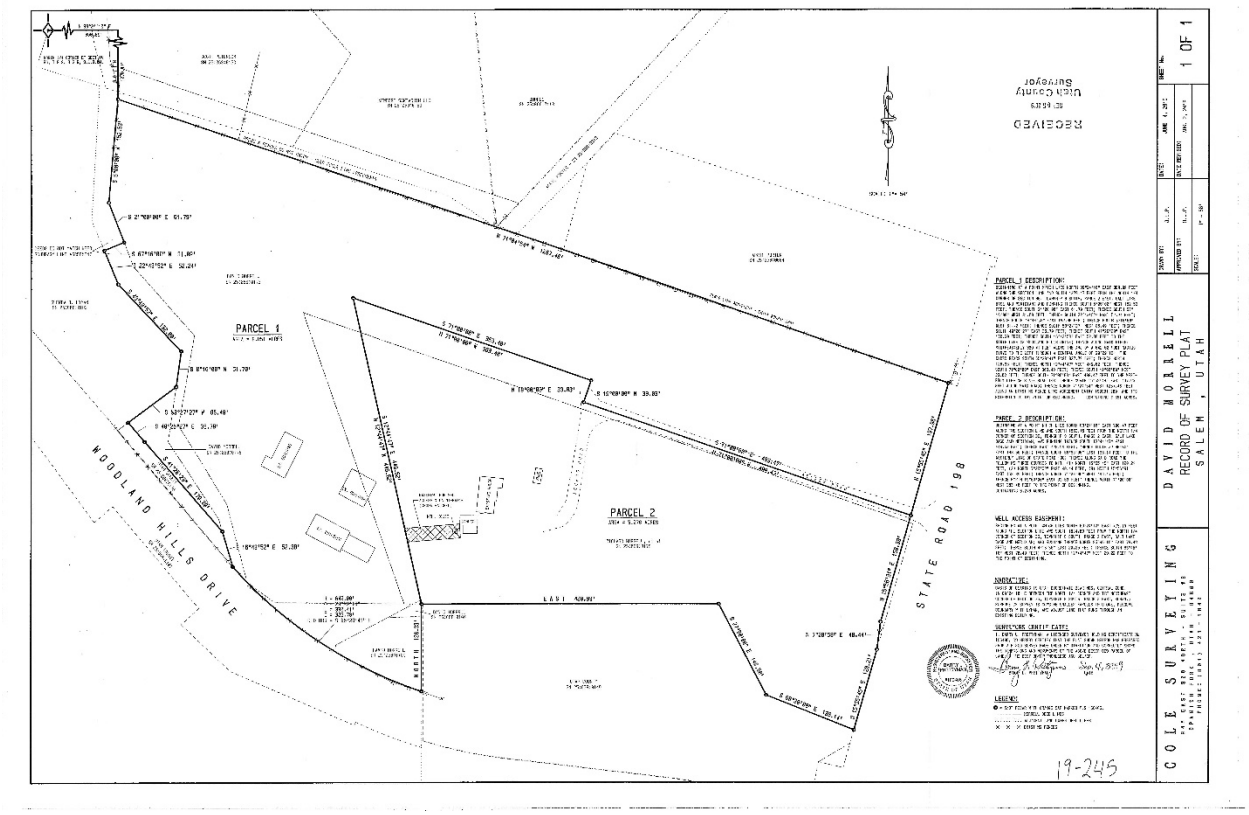

JUNIPER RIDGE TOWNHOMES
EXISTING TOPOGRAPHY
SPANISH FORK, UTAH
SHEET NO. 4
ATLAS ENGINEERING L.L.C.
VICINITY MAP
STATE ROAD 198
WOODLAND HILLS DRIVE
SCALE 1" = 50'
SCALE 1" = 100'


VICINITY MAP
WOODLAND HILLS DRIVE
LEGEND
SCALE 1" = 50'
SCALE 1" = 100'
JUNIPER RIDGE TOWNHOMES
ATLAS ENGINEERING L.L.C.
DRAINAGE PLAN
SPANISH FORK, UTAH
SHEET NO. 5


VICINITY MAP
WOODLAND HILLS DRIVE
SCALE 1" = 50'
SCALE 1" = 100'
JUNIPER RIDGE TOWNHOMES
ATLAS ENGINEERING L.L.C.
ELECTRICAL PLAN
SPANISH FORK, UTAH
SHEET NO. 6


SR-198
SITE LOCATION
VICINITY MAP
-NTS-
SCALE 1" = 100'
SCALE 1" = 200'
SHEET NO.
7
OFFSITE CULINARY WATER PLAN
SPANISH FORK, UTAH
JUNIPER RIDGE TOWNHOMES
ATLAS ENGINEERING L.L.C.


PROPERTY LINE
MIN. 3" BITUMINOUS SURFACE COURSE W/AN APPROVED PRESERVATION COAT AFTER 1 YEAR
SIDEWALK MIN. 4" UBC
SEE LOCAL ROADWAY UID DETAILS IN SPANISH FORK CITY CONSTRUCTION STANDARDS
CURB & GUTTER
MIN. 8" SUBBASE UNLESS MORE REQUIRED SOILS BY REPORT
MIN. 8" UBC
WOODLAND HILLS DRIVE.
-N.T.S-
60' ROW-TYPICAL
-NTS-
60' ROW-STREET 1
-NTS-
TYPICAL ALLEYWAY
-NTS-
TYPICAL PARKING
NTS
SHEET NO.
DT-01
DETAIL SHEET
SPANISH FORK, UTAH
JUNIPER RIDGE TOWNHOMES
ATLAS ENGINEERING L.L.C.


PARCEL 1
PARCEL 2
WOODLAND HILLS DRIVE
STATE ROAD 198
RECEIVED
Utah County
Surveyor
DAVID MORRELL
RECORD OF SURVEY PLAT
SALEM, UTAH
COLE SURVEYING
1 OF 1
19-245

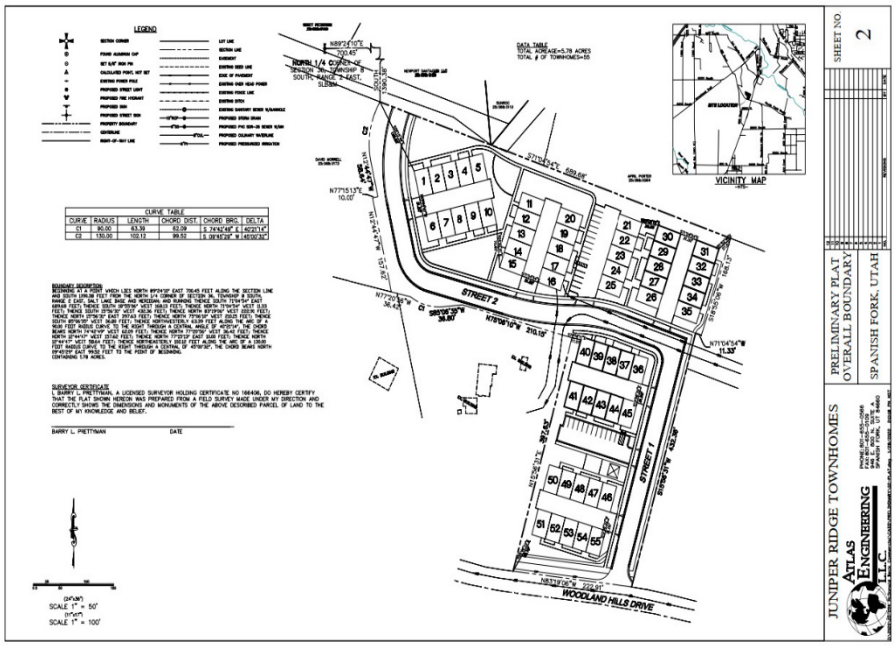
Juniper Ridge Townhomes

arivehomes®



June 22, 2022

- Proposed Plat Map



- Floorplans







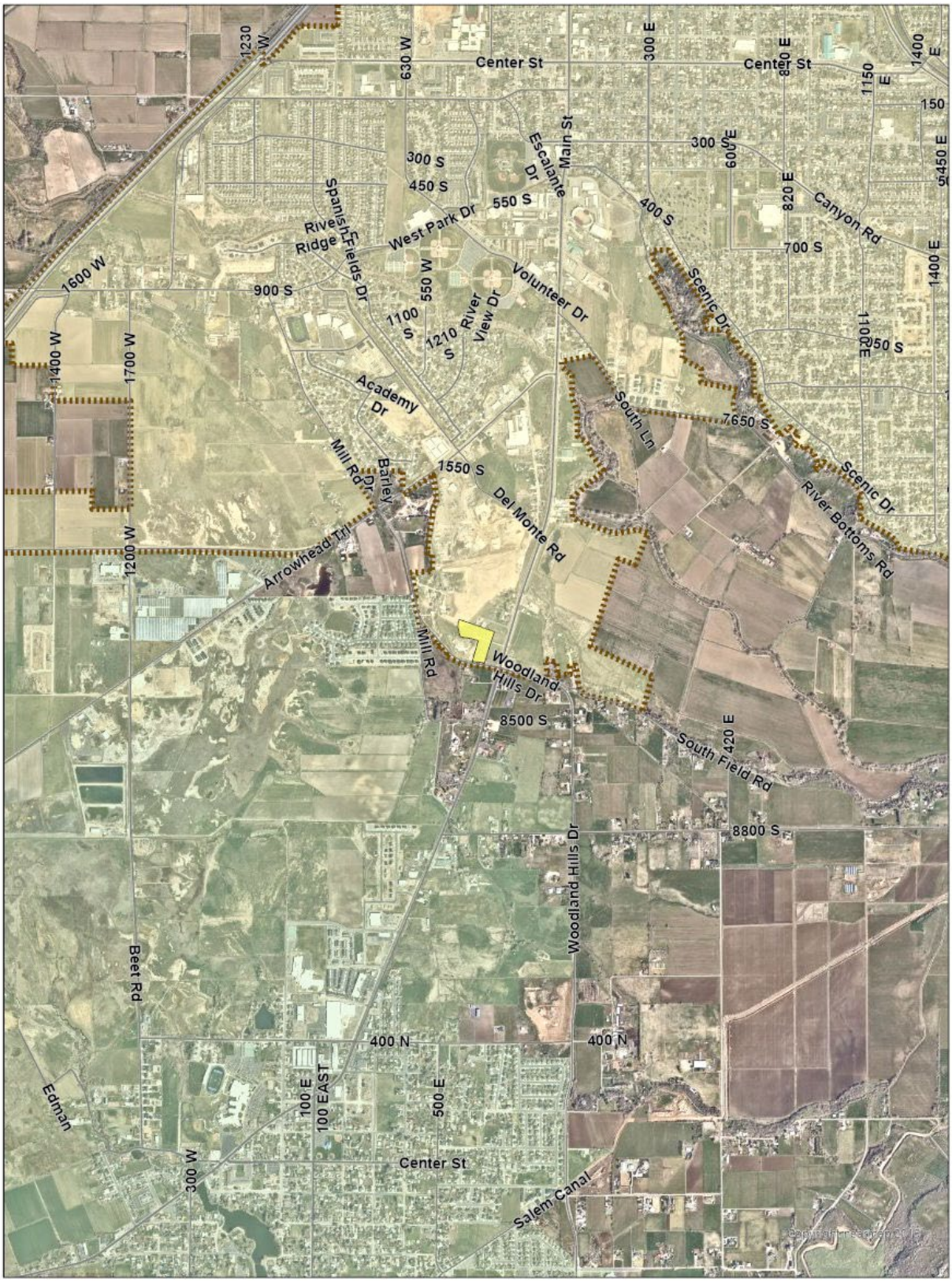









Quail Run Rd
Main St
Woodland Hills Dr
SR-198

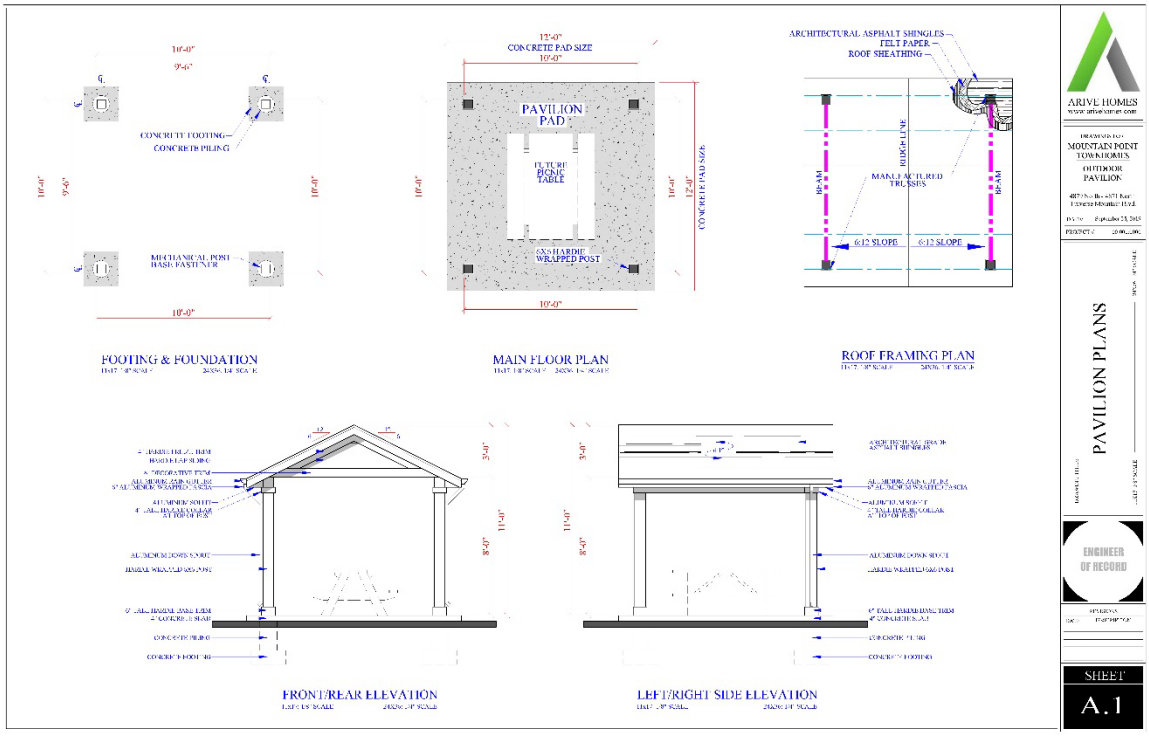

1230 W
630 W
Center St
300 E
Center St
850 E
1150 E
1400 E
150
300 S
450 S
Escalante Dr
Main St
550 S
West Park Dr
Spanish Fields Dr
Ridge
300 S
600 E
820 E
Canyon Rd
400 S
700 S
1400 E
1600 W
900 S
550 W
Volunteer Dr
Scenic Dr
1100 S
1210 S
River View Dr
1100 E
1400 W
1700 W
Academy Dr
South Ln
7650 S
Scenic Dr
Mill Rd Dr
Barley
1550 S
Del Monte Rd
River Bottoms Rd
1200 W
Arrowhead Trl
Mill Rd
Woodland Hills Dr
8500 S
420 E
South Field Rd
8800 S
Woodland Hills Dr
Beet Rd
400 N
400 N
100 E
100 EAST
500 E
Edman
300 W
Center St
Salem Canal


Main St
Woodland Hills Dr
SR-198


Exhibit A
Juniper Ridge
Zone Change
1in = 100 ft
Juniper Ridge Zone Change
Print Date: 2/1/2022
Spanish Fork City GIS
40 South Main St
Spanish Fork, UT 84660
GIS Phone Numbers:
(801) 804-4571 (Administrator)
(801) 804-4570 (Intern)
(801) 804-4572 (Intern)
From: R-R
To: R-3
Main St
Woodland Hills Dr





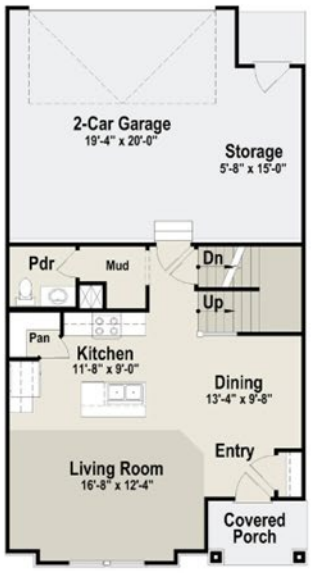

10'-0"
9'-6"
CONCRETE FOOTING
CONCRETE PILING
MECHANICAL POST BASE FASTENER
10'-0"
FOOTING & FOUNDATION
12'-0"
CONCRETE PAD SIZE
10'-0"
PAVILION PAD
FUTURE PICNIC TABLE
6X6 HARDIE WRAPPED POST
10'-0"
CONCRETE PAD SIZE
MAIN FLOOR PLAN
ARCHITECTURAL ASPHALT SHINGLES
FELT PAPER
ROOF SHEATHING
RIDGE LINE
MANUFACTURED TRUSSES
BEAM
BEAM
6:12 SLOPE
6:12 SLOPE
ROOF FRAMING PLAN
FRONT/REAR ELEVATION
LEFT/RIGHT SIDE ELEVATION
ARIVE HOMES
www.arivehomes.com
MOUNTAIN POINT TOWNHOMES
OUTDOOR PAVILION
PAVILION PLANS
ENGINEER OF RECORD
SHEET
A.1

townhomes

rear load **townhome**



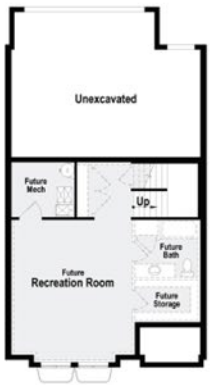
main **floor**



second **floor**



basement
(unfinished)



square **footage**

main: 667
second: 1096
basement: 677
total finished: 1763

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RENAISSANCE PLACE TOWNHOMES OWNERS' ASSOCIATION
SPANISH FORK, UTAH

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS
FOR
RENAISSANCE PLACE
AN EXPANDABLE PLANNED UNIT DEVELOPMENT

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This Declaration of Protective Covenants, Conditions, & Restrictions for Renaissance Place Townhomes Owners' Association, an expandable residential project, is made as of the date of the recording in the Utah County Recorder's Office by Renaissance Place Town Homes, LLC, a Utah limited liability company ("Declarant").

RECITALS

1. Declarant is the owner of fee simple title to that certain real property situated in the city of Spanish Fork, Utah County, and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property").

2. Declarant will create within and upon the Property a strictly residential complex to be known as Renaissance Place, initially made up of 35 Lots. In order to do so, Declarant desires to establish protective covenants and conditions and restrictions upon the Property, which will constitute a general scheme for the improvement, development and management of said Property, and for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and enhancing the quality of the environment within Renaissance Place.

3. To provide efficient management for Renaissance Place and to preserve its value, desirability, and attractiveness, Declarant will incorporate a Utah nonprofit corporation called Renaissance Place Townhomes Owners' Association and Declarant delegates and assigns to such Association the powers of managing Renaissance Place, of maintaining and administering the Common Areas and Facilities, of administering and enforcing all covenants, conditions, and restrictions, of collecting and disbursing funds pursuant to the assessments and charges hereinafter created and referred to and of performing such other acts as shall generally benefit Renaissance Place.

4. Declarant will hereafter hold and convey title to all of the property subject to the protective covenants, conditions and restrictions hereinafter set forth.

5. Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of Improvements; (2) use of any Residence owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City or County ordinances; (4) assignment of Declarant's rights under this Declaration in whole or part; and (5) retention of Declarant's rights with respect to subsequent phases of the Project. This Declaration shall be binding upon the Declarant, as well as its successors in interest, and may be enforced by the Declarant or the Association. A supplemental declaration, with such modifications or supplemental provisions as may be deemed appropriate by Declarant on a phase-by-phase basis, may be recorded to address differences in the circumstances affecting any Lots to be constructed after the initial phase.

SUBMISSION

1. The Property described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby submitted to the Utah Community Association Act (the "Act").

2. The Property is made subject to, and shall be governed by the Act, this Declaration, and the covenants, conditions and restrictions set forth herein. The Property is also subject to the right of Spanish Fork City to access the roads within the Project for emergency vehicles, service vehicles, and for all of the utility installations up to the residential meters.

3. The Property is subject to described easements and rights of way including those depicted on the Plat. Easements and rights-of-way in favor of Spanish Fork City include any dedicated roadways and public utility easements and are depicted on the Plat, together with all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel or real property.

COVENANTS, CONDITIONS, AND RESTRICTIONS GENERALLY

NOW THEREFORE, in consideration of the Recitals above, the Declarant, in order to further preserve and maintain the integrity and of the Project, hereby covenants, agrees and declares that all of its interest as the same may from time to time appear in the Property shall be held and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of said interests in the Property, and the owners of said interests, their successors and assigns.

ARTICLE 1
DEFINITIONS

When used in this Declaration (including the "Recitals" and "Submission"), the following terms have the meaning indicated. Capitalized terms are defined in this Article. Terms that are applicable to a single section are defined in that section. Any term used in this Declaration which is defined by the Act, to the extent permitted by the context of this Declaration, has the meaning given by the Act. This Declaration incorporates all terms defined in the Act under Utah Code Ann. § 57-8a-102.

1.1 "Articles" and "Bylaws" shall mean the Articles of Incorporation and Bylaws of the Association as the same may from time to time be duly amended. The Articles, among other things, establish the Board to manage the affairs of the Association. The Bylaws, among other things, set forth the number of persons constituting the Board, the method of the Board's selection, the Board's general powers, the method of calling a meeting of Members of the Association and the Members required to constitute a quorum for the transaction of business.

1.2 "Assessments" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in this Declaration or the Bylaws, regardless of

whether said assessment is identified as a regular assessment, special assessment, capital improvement assessment, reconstruction assessment, fine, or other charge.

1.3 "Association" shall mean Renaissance Place Townhomes Owners' Association, a Utah non-profit corporation, incorporated under the laws of the State of Utah, and its successors and assigns.

1.4 "Association Rules" shall mean the rules adopted from time to time by the Association pursuant to ARTICLE 7 hereof.

1.5 "Building" shall mean any structure which (a) is permanently affixed to the land, and (b) has one or more floors and a roof.

1.6 "Board" shall mean the Board of Directors of the Association.

1.7 "Capital Improvement" shall mean all new improvements with a life expectancy of five (5) years or more intended to add to, enhance, or upgrade the nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.

1.8 "City" shall mean the City of Spanish Fork, Utah, a municipal corporation of the State of Utah.

1.9 "Common Areas" or "Common Areas and Facilities" shall mean and refer to:

(a) all real and personal property and easements and other interests therein, together with the facilities, fixtures, and improvements located thereon, which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners and related improvements, including any additional such areas and facilities contained in any Expansion Property which are subsequently annexed herein. Common areas shall include, without limitation, all parts of each Lot which are from time to time devoted primarily to sidewalks, incidental and interior roadways, service roads, approaches, exits, entrances, walkways, parks, open spaces, paths, trails, slopes, and other similar areas;

(b) all parts of the Project normally in common use or necessary or convenient to its use, existence maintenance, safety, or management, including all property rights, improvements, fixtures and personal property which are from time to time devoted primarily for the common use and benefit of the Owners and situated upon public property or the private property of the Owners, including, without limitation all easements running in favor of the Association and the improvements, fixtures situated within or upon said easements, landscaping, irrigation systems and associated pumps and hardware, street lighting systems, project identification, directional and street signs, and street fixtures;

(c) all Common Areas and Facilities specifically set forth and designated as such on the Plat or Plats of the Property;

(d) all Common Areas and Facilities as defined in the Act, whether or not expressly listed herein or on the Plat or Plats of the Property.

1.10 "Common Expenses" shall mean the actual and estimated costs of:

(a) maintenance, management, operation, repair, and replacement of the Common Areas and Facilities, and all other areas within the Property and outside of the Property which are maintained by the Association, including, without limitation, the landscaped areas, the roadways, the sidewalks and the parking areas, etc., as provided in this Declaration or pursuant to agreement with the City or other governmental agency or authority;

(b) unpaid Special, Reconstruction and Capital Improvement Assessments;

(c) costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;

(d) the costs of utilities, trash pickup and disposal, gardening and other services benefiting the Owners and their Lots to the extent such services are paid for by the Association;

(e) the costs of fire, casualty, liability, workmen's compensation and other insurance covering the Common Areas and Facilities;

(f) the costs of any other insurance obtained by the Association;

(g) reasonable reserves as deemed appropriate by the Board;

(h) the costs of bonding the members of the Board, any professional managing agent: or any other person handling he funds of the Association;

(i) taxes paid by the Association

(j) amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas and Facilities or portions thereof;

(k) the costs of any other item or items approved by the Board and incurred in connection with the Common Areas and Facilities, this Declaration, the Articles or the Bylaws, or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association by this Declaration.

1.11 "Declarant" shall mean Renaissance Place Town Homes, LLC, a Utah limited liability company, and its successors and assigns.

1.12 "Design Guidelines" shall mean the guidelines adopted from time to time by Declarant at its sole discretion or, after the Turnover Date, by the Board at its sole discretion, setting forth certain architectural standards and specifications regarding the location and design of the improvements, construction materials, lighting, landscaping, signage and other matters relating to Improvements on the Association Property. The Design Guidelines are incorporated in this Declaration by reference.

1.13 "Expansion Property" shall mean real property that may be added to the Project by the Declarant by recording additional Plats.

1.14 "Improvements" shall mean any object, thing or activity of any kind installed, located or occurring on the Property which changes the external appearance of any portion of the Property or any Lot or of any structure or thing affixed on the Property or any Lot, from its external appearance as it existed immediately prior to the installation, location or occurrence of the object, thing or activity. Improvements include, but are not limited to, all Buildings, structures, landscaping and lawns, exterior walkways, parking areas, drives and truck loading areas, signs, fences, poles, walls, utility lines, lighting, excavations, grading, berms, drainage facilities, repairs, alterations, painting and all other structures or objects of any type or kind installed or constructed on the Property.

1.15 "Institutional Mortgagee" shall mean a Mortgagee which is a bank, or savings and loan association or established mortgage company, or other entity charted under federal or state laws, any insurance company, any federal or state agency, or any other institution specified by the Board.

1.16 "Limited Common Areas" shall mean all property designated on the recorded Plat Map(s), or as described in this Declaration as Limited Common Area, being intended ultimately to be owned by the Association but for the exclusive use and enjoyment of one or more appurtenant Lots but fewer than all of the Lots, including but not limited to: private driveways and private patio/deck areas, as depicted on the Plat.

1.17 "Lot" shall mean each or any individual lot as more particularly described in this Declaration, and any other lot or parcel shown on any Plat to the extent such lots or parcels are part of the Property. References in the Declaration to a specific Lot shall refer to the particular Lot as set forth in, this Declaration and, as applicable, on the Plat for such Lot.

1.18 "Member" shall mean every individual or entity who qualifies for membership in the Association pursuant to ARTICLE 2, including Declarant.

1.19 "Mortgage" shall mean any duly recorded mortgage or deed of trust encumbering a Lot.

1.20 "Mortgagee" shall mean the mortgagee or beneficiary under any Mortgage. A "First Mortgagee" shall refer to a Mortgagee whose Mortgage has priority over any other Mortgage encumbering a specific Lot.

1.21 "Occupant" shall mean and include the Declarant, the Owners, their respective heirs, successors and assigns (including Mortgagees) and any person who shall be from time to time entitled to the use and occupancy of space located within the Project under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.22 "Owner" shall mean one or more persons or entities who are alone or collectively the record owner of fee simple title to a Lot, including Declarant, and the purchaser under an installment land sales contract, but excluding those having such interest merely as security for the performance of an obligation.

1.23 "Party Wall" shall mean and refer to a wall that forms part of a Residence and is located on or adjacent to a boundary line between two adjoining Lots, which wall may be separated by a sound board between two adjoining Residences.

1.24 "Permittees" shall mean all Occupants and all other invitees of Occupants.

1.25 "Plat" shall mean any subdivision plat, any plat of a planned unit development, or any plat or map similar to any of the foregoing: (a) which covers the Property; (b) which describes or creates one or more Lots, Buildings, improvements, or Residences; (c) on which or in an instrument recorded in conjunction therewith there is expressed the intent that the Buildings, improvements, or Residences created by the Plat shall comprise the Project; and (d) which is filed for record in the office of the County Recorder of Utah. Recorded prior to this Declaration is a subdivision plat for Renaissance Place recorded in Utah County as entry number 79751-2019, creating separately numbered Lots, Buildings, improvements, or Residences and an amendment to such Plat recorded in Utah County as entry number 139134-2019. Said subdivision plats each constitutes a Plat.

1.26 "Project" shall mean all of the Property, together with all of the Buildings and other Improvements constructed thereon.

1.27 "Property" shall mean the real property described on Exhibit "A" attached hereto and incorporated herein by this reference and, subsequent to the annexation thereof pursuant to this Declaration, any real property which shall become subject to this Declaration.

1.28 "Residence" shall mean and refer to any Residence situated upon a Lot in the Project which has its own principal access to the outside, is not located over or under another Residence, is separated from any adjoining Residences by one or more Party Walls, and is designed and intended for separate, independent residential use and occupancy. All pipes, wires, conduits, or other public utility lines or installation constituting part of a particular Residence or serving only that Residence shall be considered part of the Residence. All roofs and other exterior surfaces constituting part of a particular Residence or serving only that Residence shall be considered part of the Residence. All parts of each Residence are owned by the Lot Owner and are not Common Areas or Limited Common Areas.

1.29 "Set Back" shall mean the distance from the property line of the Lot to the Building or improvement that is subject to the Set Back requirement provided in this Declaration, the Design Guidelines for the Project, and in any recorded final subdivision Plat affecting the Project or in the City's applicable zoning ordinance.

1.30 "Supplementary Declaration" shall mean each of those certain supplementary declarations of protective covenants, conditions and restrictions or similar instruments, if any, recorded subsequent to this Declaration, which annex portions of the Expansion Property and thereby extend the plan of this Declaration to such additional property as provided herein.

1.31 "Turnover Date" shall mean the earlier of: (i) the date upon which none of the Residences remain owned by and not sold by the Declarant; or (ii) the date the Declarant, at its sole and absolute discretion, selects as the Turnover Date for the Property then covered by and subject to this Declaration, evidenced by an instrument recorded in the Office of the Utah County Recorder.

1.32 "Utah Community Association Act" or the "Act" shall refer to the applicable provisions of the Community Association Act described in Utah Code 57-8a-101 et seq., as amended from time to time.

ARTICLE 2
MEMBERSHIP IN THE ASSOCIATION

2.1 Membership. Every Owner shall be a Member of the Association subject to the terms of this Declaration, the Articles, Bylaws and Association Rules. The terms and provisions set forth in this Declaration, which are binding upon all Owners, are not exclusive, as Owners shall also be subject to the terms and provisions of the Articles and Bylaws of the Association to the extent the provisions thereof are not in conflict with the Declaration. Membership in the Association shall be appurtenant to each Lot and may not be separated from the interest of an Owner in any Lot. Ownership of a Lot shall be the sole qualification for membership in the Association; provided, however, that a Member's voting rights and privileges in the Common Areas and Facilities may be regulated or suspended as provided in this Declaration, the Bylaws, or the Association Rules. Not more than one membership in the Association shall exist with respect to ownership of a single Lot.

2.2 Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such Lot and then only to the transferee or Mortgagee of such Lot. Any attempt to separate the membership in the Association from the Lot to which it is appurtenant shall be void and will not be reflected upon the books and records of the Association. In the event an Owner should fail or refuse to transfer the membership registered in such Owner's name to the transferee of such Owner's interest in such Lot, the Association shall have the right to record the transfer upon the books of the Association so that the name of the Member corresponds with the ownership of the Lot set forth in the Utah County Recorder's office.

2.3 Voting Rights. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles, Bylaws, and Association Rules. The Association shall have two (2) classes of voting membership, Class "A" and Class "B," as follows:

a. Class "A" Members shall be all Owners with the exception of Class "B" membership, if any. Class "A" Membership shall be entitled to one (1) vote for each Lot such Member owns. When more than one person owns a portion of the interest in a Lot, each such person shall be a Member, but the vote for such Lot shall be exercised as they among themselves determine. Absent any other agreement among co-Owners of a single Lot, (i) a single co-Owner appearing at an Association meeting will be entitled to cast the one vote for the Lot, and (ii) if multiple co-Owners appear at an Association meeting, each Co-Owner will have a pro rata fractional vote based upon the ownership interests of the co-Owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single Lot. The Association shall not be required to recognize the vote or written consent of any co-Owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association.

b. The Class "B" Member shall be the Declarant. In all matters requiring a vote, the Class "B" membership shall receive one hundred (100) votes for each recorded Lot owned by Declarant and one hundred (100) votes for each acre of property owned by Declarant within the Project but not yet depicted on a recorded Plat.

2.4 Approval of Members. Unless a different percentage is otherwise provided for in this Declaration, the Articles, or the Bylaws, the vote of a majority of the voting interest shall be required to approve any matter before the Members. Votes may be taken at a meeting held pursuant to the requirements set forth in the Bylaws, or by an action by written consent. Quorum requirements for meetings of the Members shall be set forth in the Bylaws.

2.5 Declarant's Control of Association Prior to Turnover Date. Prior to the Turnover Date, the Declarant has the right to appoint all of the members of the Board and the officers of the Association. Notwithstanding anything to the contrary in this Declaration, Declarant may (but is not required to) exercise its discretionary termination of control in whole or in part as to any portion of the Project at its sole election and determination. In doing so as to a portion of the Project, it does not waive any reversionary or remaining control as to all other portions of the Project, the control of which is not expressly terminated by Declarant.

ARTICLE 3
COVENANT FOR ASSESSMENTS

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed or other conveyance creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: Regular Assessments, Special Assessments, Capital Improvement Assessments and Reconstruction Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with interest thereon provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment,

together with such interest, late charges and costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due, and of each subsequent Owner other than a Mortgagee. Any subsequent Owner of a Lot shall be deemed to have notice of the Assessments, whether or not a lien has been recorded. No Owner may waive or otherwise escape liability for an Assessment by abandonment of the Lot. Notwithstanding the foregoing or anything to the contrary in this Declaration, an Assessment shall not be charged to the Declarant for Lots or Residences held by the Declarant that have not yet received a certificate of occupancy from the City.

3.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the comfort, health, safety, security and welfare of the Owners and to perform the duties and exercise the powers of the Association enumerated in its Articles, Bylaws, and this Declaration.

3.3 Regular Assessments. The amount and timing of payment of Regular Assessments shall be determined by the Board pursuant to the Articles and Bylaws after giving due consideration to the current maintenance, operational, and other costs and the future needs of the Association. Prior to the beginning of each fiscal year of the Association, the Board shall estimate the total Common Expenses to be incurred for the upcoming fiscal year. The Board shall then determine the amount of the Regular Assessment to be paid by each Owner. Written notice of the annual Regular Assessments shall be sent to every Owner; provided that failure to provide adequate notice does not relieve the Owner's obligation to pay the Regular Assessment in installments as established by the Board. In the event the Board shall determine that the estimate of total charges for the current year is, or will become inadequate to meet all Common Expenses for any reason, it shall immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessment against each Owner, and the date or dates when due

3.4 Capital Improvement Assessments. In addition to the Regular Assessments, the Association may levy in any fiscal year, a Capital Improvement Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a described Capital Improvement upon the Common Areas and Facilities to the extent the same is not covered by the provision affecting Reconstruction Assessments herein, including the necessary fixtures and personal property related thereto. All amounts collected as Capital Improvement Assessments may only be used for capital improvements and shall be deposited by the Board in a separate bank account to be held in trust for such purposes. Said funds shall not be commingled with any other funds of the Association. Notwithstanding the foregoing, after the Turnover Date, the Board shall not levy a Capital Improvement Assessment of $5,000 or more nor undertake any Capital Improvement of the Common Areas and Facilities requiring a cost of $5,000.00 or more without the affirmative vote of Members holding not less than fifty-one percent (51%) of the voting power of the Members.

3.5 Rate of Assessment. All Assessments shall be fixed by the Board at a rate computed and assessed with respect to each improved Lot in the ratio that such Lot bears the total number of all improved Lots. All Assessments may be collected at intervals selected by the Board. For purposes of this paragraph, "improved Lots" means Lots that have a Building located thereon and that have received a certificate of occupancy. Prior to the Turnover Date, the Declarant must

approve the allocation of Assessments to unimproved Lots. After the Turnover Date, the total amount of Regular Assessments shall not exceed the previous year's Regular Assessments (determined for an entire 12-month period) by more than 15% without the affirmative vote of Members holding not less than sixty-seven (67%) of the voting power of the Members. Notwithstanding the foregoing and anything contrary therein, until a Lot has been owned by an Owner other than the Declarant for the first time, the Regular Assessment applicable to such Lot shall not exceed ten percent (10%) of the Regular Assessment which would otherwise apply to such Lot.

3.6 Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the Assessments on a specified Lot have been paid, and the amount of delinquency, if any. A reasonable charge may be collected by the Board for the issuance of these certificates, such certificates shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

3.7 Exempt Property. The following portions of the Property shall be exempt from the Assessments created herein: all properties dedicated to and accepted by, or otherwise acquired by a public authority; the Common Areas and Facilities; any Lots and Residences owned by the Declarant that have not received a certificate of occupancy from the City.

3.8 Special Assessments. In addition to the Regular Assessments authorized herein, the Association may levy a Special Assessment or Special Assessments from time to time. Special Assessments 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. Prior to the Turnover Date, the Board may levy a Special Assessment without prior approval of the Members. After the Turnover Date, a Special Assessment may not be levied without the affirmative vote of Members holding not less than fifty-one percent (51%) of the voting power of the Members.

3.9 Individual Assessments. The Association may levy an Individual Assessment against any owner individually and against such Owner's Lot to reimburse the Association for costs incurred in bringing an Owner and his or her Lot into compliance with the provisions of this Declaration, the Articles, the Bylaws or Association Rules, or any other charges incurred by the Association as the direct result of such Owner's acts or omissions, together with attorney's fees, interest and other charges related thereto which Individual Assessment may be levied by the Association after notice to the Owner and an opportunity for a hearing.

3.10 Board Discretion to Reduce or Abate. In the event the amount budgeted to meet Common Expenses for any year proves to be excessive in light of the actual Common Expenses, the Board in its sole discretion may either reduce the amount of the Regular Assessment or may abate collection of Regular Assessments as it deems appropriate.

3.11 Date of Commencement of Regular Assessments. The Regular Assessments shall commence as to all Lots within the Property (unless exempted by this Declaration) on the first day of the month following the conveyance of the first Lot within the Property by Declarant to an Owner other than Declarant. In the event the amount budgeted to meet Common Expenses for any

year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may either reduce the amount of the Regular Assessment or may abate collection of Regular Assessments as it deems appropriate.

3.12 No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

3.13 Reserves. The Regular Assessments shall include reasonable amounts as determined by the Board collected as reserves for the future periodic maintenance, repair or replacement of all or a portion of the Common Areas and Facilities. After the Turnover Date, all amounts collected as reserves, whether pursuant to the preceding sentence of this Section or otherwise, shall be deposited by the Board in a separate bank account to be held in trust for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association.

3.14 Reinvestment Fee. Upon any transfer of legal title to a Lot, the parties to the transfer shall pay to the Association at closing, in addition to any other required amounts, a reinvestment fee, in an amount determined by the Board from time to time.

ARTICLE 4
NONPAYMENT OF ASSESSMENTS

4.1 Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent on said due date (the "delinquency date"). If any such Assessment is not paid within ten (10) days after the delinquency date, a late charge in an amount determined by the Board but not exceeding $50 shall be levied and the Assessment shall earn interest from the delinquency date at the rate of eighteen percent (18%) per annum.

4.2 Enforcement Rights. The Association shall have the right to take any of the following actions against one or more Owners(s) after the delinquency date:

a. The Association may bring an action to recover a money judgment against the Owner for unpaid Assessments, interests, late fees, costs, and attorney's fees.

b. The Association may foreclose the Association's lien against the Lot for the unpaid Assessments, interest, late fees, costs, and attorney's fees pursuant to Utah Code 57-8a-304.

c. The Association my, after giving notice and an opportunity to be heard in accordance with Utah Code 57-8a-309(2), terminate an Owner's right to receive utility services for which the Owner pays for as a common expense and access to and use of Common Areas and Facilities.

d. Subject to Utah Code 57-8a-310, the Association may require tenants of a Lot to make future lease payments directly to the Association so long as Assessments remain unpaid for such Lot.

4.3 Other Remedies. The Association shall have all other rights and remedies available by applicable law, including the right to assess fines and suspend voting rights for any period during which any Assessment against an Owner's Lot remains unpaid.

All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Lot(s), and/or other obligees jointly and severally.

4.4 Intent. No provision of this Article shall be interpreted so as to limit in any way the rights of the Association for collection of Assessments.

4.5 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Lot, the amount of any assessment that is more than sixty (60) days past due.

4.6 Appointment of Trustee. The Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-302 to B. Scott Welker, Esq., a licensed member of the Utah State Bar, with power of sale, the Lot and all Improvements to the Lot for the purpose of securing payment of assessments under the terms of this Declaration.

ARTICLE 5
COVENANTS, CONDITIONS, AND RESTRICTIONS

5.1 Permitted Use. All Lots shall be used only for single-family residential purposes, and no more than one Residence shall be constructed on any Lot. "Single Family" shall mean one household of persons related to each other by blood, marriage, adoption, legal guardianship/foster relationship, or one group of not more than three unrelated persons in a two-bedroom Dwelling and not more than four unrelated persons in a three-bedroom Dwelling. No mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted.

5.2 Zoning Regulations. The lawfully enacted zoning regulations of the City and/or County, and any building, fire, and health codes are in full force and effect in the Project. No Lot may be occupied in a manner that is in violation of any statute, law or ordinance.

5.3 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City and/or County.

5.4 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Lot which service installations entirely within that Lot. No above-ground propane tanks may be installed on any Lot with the exception of average sized barbeque grills.

5.5 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling must be connected to the sanitary sewer system.

5.6 Emissions/Discharge, Etc. To maintain a degree of protection of the investment which Owners in the Project make, the following are prohibited within the Project:

a. Emission of smoke, fumes, odors, gases, vapors, steam, dust, sweepings, dirt, cinders, or other particles or substances into the atmosphere which may be detrimental to the health, safety, welfare, or comfort of any Owner or any other person outside of the Unit of orientation, to the condition of any other portion of the Property, or to any vegetation within the Property.

b. Discharge of harmful materials into any drainage canal or other waterway which may adversely affect the health, safety, welfare or comfort of any Owner or other person outside of the Unit of orientation or the condition of any portion of the Property.

c. Discharge of glare or heat, subsonic or ultrasonic sounds, or atomic, electromagnetic, microwave, ultra-violet, laser or other radiation which may be detrimental to the health, safety, welfare, or comfort of any Owner or any other person outside of the Unit of orientation, to the condition of any other portion of the Property, or to any vegetation within the Property.

d. Recurrent or continuous emission of sound or noise from any Unit which may be heard without instruments outside of the Unit of orientation and which may adversely affect the welfare or comfort of any Owner or other person outside of the Unit of orientation.

e. Recurrent or continuous ground vibrations perceptible without instruments at any point exterior to the Unit of orientation.

f. Physical hazard by reason of fire, radiation, explosion or other similar cause to either the Property or the surrounding area.

g. Persisting unsightly condition (as determined by the Board in its sole discretion) on or in any Unit which is visible from any street or any other portion of the Property.

h. Unreasonable risk of fire or explosion that increases the casualty insurance premiums for improvements on adjacent Units.

i. Violation of any applicable statute, ordinance, rule, regulation, permit or other validly imposed requirement of any governmental body.

5.7 Waste Disposal. No trash, garbage or waste material, including, but not limited to, scraps, grass, shrub or tree clippings, lumber, metals and plant waste, shall be kept, stored or allowed to accumulate on any portion of the Property except in an approved bin or contained within an enclosed structure appropriately screened from view. All trash, garbage and other waste

materials shall be regularly removed from each Lot and the Property. Incineration of trash, garbage, or waste materials on the Property is prohibited; provided, however, that the Association is permitted to burn weeds.

5.8 Hazardous Materials.

a. Restriction on Hazardous Materials. Any Hazardous Materials brought upon, kept, used, generated, stored, treated, disposed of or released in or about any Lot, or soils or groundwater of the same, by any Owner of such Lot, any Occupant or Permittee of such Owner, or any party acting on behalf of any of them and in a manner which does not comply with applicable Environmental Regulations shall be referred to herein as a "Hazardous Condition." In the event any Hazardous Condition occurs on a Lot, the Owner of such Lot shall promptly take all actions at its sole expense as are reasonably necessary to correct said violation to the satisfaction of the regulating entity.

b. Indemnity. If an Owner of a Lot breaches the obligations stated in Section 5.4(a) above or if a Hazardous Condition exists at any time, the Owner of such Lot shall indemnify, defend and hold the Owners of each other Lot within the Property harmless from any and all claims, judgments, damages, penalties, fines, costs, expenses liabilities or losses, including, without limitation, (1) diminution in value of the Property, (2) damages for the loss or restriction on use of usable space or of any amenity of the Property, (3) sums paid in settlement of, payment of, or in order to comply with any claims, suits, actions, judgments, proceedings, or investigations, (4) costs, expenses, reasonable attorneys' fees, consultant fees, expert fees and incidental costs incurred in connection with any of the above or any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental or quasi-governmental entity. The obligations contained in this ARTICLE 5 shall survive the termination of this Declaration.

5.9 Restrictions on Signs. Unless otherwise established by resolution of the Board in Association Rules or another written instrument, the following regulations regarding signs apply: No signs or advertising devices of any nature, including without limitation, commercial, political, informational, or directional signs or devices, shall be erected or maintained on any Lot or other part of the Project, without the prior inspection and written approval of the Board, except as may be necessary temporarily to caution or warn of danger. If the Board consents to the erection of any such signs or devices, the same shall be removed promptly at the request of the Board. The Declarant shall be exempt from the provisions of this Section and shall be authorized to erect signs on Common Area or other property owned by the Declarant.

5.10 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Areas except for service animals of Owners or their guests or invitees with disabilities and except that dogs, cats or other household pets (maximum of two) may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control. "Control" for the above purposes shall only mean on a leash or lead, within a vehicle, within the Dwelling of the Owner, or within confines on the premises of the Owner. Pet owners shall promptly remove and dispose of all excrement emitted by their pets. Each Owner who keeps a pet on a Lot shall indemnify and hold all other Owners and the Association harmless against any loss or liability of any kind or character whatsoever arising

from or as a result of having such pet in the Project. If a pet disturbs other Owners by barking or biting or in other ways becoming obnoxious, the Association will give notice to the Owner of such pet to cause such annoyance to be discontinued; and if such annoyance is not discontinued and corrected, the Association may revoke its permission to keep the pet in the Project and the pet shall be removed therefrom.

5.11 No Alterations. No Owner shall, without the prior written consent of the Association in each specific instance, make, or cause to be made any alteration, addition, removal, or improvement in or to the Common Areas or any part thereof, or do any act that would impair the structural soundness or integrity of the Buildings or other Improvements thereon, or jeopardize the safety or persons or property or impair any easement or hereditament appurtenant to the Project.

5.12 Exterior Antennas and Satellite Dishes. Prior, written approval from the Board as to the location of any new satellite dishes, antennas, cables and related hardware is required. The Board shall have authority to create and enforce Association Rules regulating the placement of satellite dishes, outdoor antennas, and other similar appliances for the purpose of addressing legitimate safety concerns in a manner that is no more burdensome to the Owner than necessary. No satellite dishes, outdoor antennas, or other similar appliances shall be larger than one meter in width or shall extend higher than twelve (12) feet above the Owner's roofline unless expressly permitted by resolution of the Board in Association Rules or in another written instrument. The Declarant shall be exempt from the provisions of this Section.

5.13 No Obstructions. No Owner shall obstruct the Common Areas or any part thereof. No Owner shall store or cause to be stored in the Common Areas any property whatsoever, unless the Board shall consent thereto in writing. The Declarant shall be exempt from the provisions of this Section.

5.14 Prohibition of Damage and Certain Activities. Except with the prior written consent of the Association, nothing shall be done or kept on any Lot, in the Common Areas, or in any other part of the Project that would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept on any Lot that would increase the rate of insurance on the Project or any part thereof over that which the Association, but for such activity, would pay. Nothing shall be done or kept on any Lot or in the Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or any part thereof shall be committed by an Owner or guest of any Owner, and each Owner shall indemnify and hold harmless the Association and the other Owners from and against all loss resulting from any such damage or waste caused by such Owner or by the guests, tenants, licensee, or invitees of such Owner.

5.15 Commercial Business. Commercial Business shall not be permitted within the Project. However, nothing in this article shall be construed to prevent (a) the Association from entering into contracts with utility providers which contracts would involve installing and maintaining equipment within the Project which may be used for providing services to parties that are not members of the Association; (b) the Declarant, or other builders, from using one or more Residences for purposes of a construction office or sales office until 100% of the Lots or Residences are sold in the Project; or (c) the use by any Owner of his or her Residence for a home

occupation pursuant to City or County ordinance. Businesses, professions or trades may not require heavy equipment or create a nuisance within the Subdivision, and may not noticeably increase the traffic flow to the Project.

5.16 No Lease for Transient or Hotel Purposes. The Lots are to be used for residential housing purposes only. No Owner shall be permitted to lease a Lot for transient or hotel purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers, or for an initial term of less than thirty (30) days. No Owner shall lease less than the entire Lot. Any lease agreement shall be required to provide that the terms of such lease shall be subject in all respects to the provisions of the Declaration, the Articles, and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Any Owner who shall lease his or her Lot shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, Bylaws and Association Rules. All leases shall be in writing. No Residence shall be subjected to time interval ownership.

5.17 Parking and Parking Garage Restrictions. The term "vehicle" shall include any and all types of automobiles, equipment, and recreations vehicles including, but not limited to: automobiles, cars, trucks, campers, motorcycles, scooters, atvs, trailers, boats, equipment, side by sides, or similar vehicles and equipment. No vehicles are to be parked or stored on the front or side streets, or lanes in the Project. No vehicles may be parked on driveways or elsewhere in the Project unless they are in running condition, properly licensed, regularly used and in compliance with City and/or County ordinances.

a. All Guest parking areas shall be used solely for Guest parking.

b. Garage doors shall remain closed except when the garage is in use.

c. All abandoned vehicles left on the Project over five (5) days, whether or not parked in a designated parking area, and vehicles otherwise parked in violation of this Declaration may be impounded or towed without further notice, and at the vehicle owner's sole expense.

Due to safety concerns, any vehicle that is too big to be parked in a garage or driveway (i.e. vehicles cannot extend or overhang onto the sidewalk) cannot be parked in the Project. Vehicles violating these restriction may be fined or towed at vehicle owners or Owner's expense.

No resident shall repair or restore any vehicles of any kind in, on or about any Lot or the Common Areas, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.

The Association reserves the right to adopt Rules relating to the parking of vehicles within the Project including, without limitation: (1) the right to immediately remove or cause to be removed any vehicles that are improperly parked, (2) restrictions on the time period and duration that any guest or visitor parking may be utilized; (3) restrictions or bans on vehicles without Department of Transportation compliant mufflers and exhaust systems, and (4) the assessment of fines to Owners and occupants who violate such Rules.

5.18 Rules and Regulations. Each Owner shall comply strictly with all Association Rules and other regulations adopted by the Association for the governance of the Lots, the Common Areas, and the Project, as such rules and regulation may be modified, amended, and construed by the Association.

5.19 Construction Period Exemption. During the course of actual construction of any permitted structures or improvements within the Project, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent reasonably necessary to permit such construction; provided, however, that during the course of such construction, nothing shall be done which will result in a violation of any said provision, covenants, conditions or restrictions upon completion of the construction.

5.20 Subdivision and Combination of Lots. After recording of the applicable Plat, a Lot may neither be subdivided nor combined with another Lot without the consent of the Declarant. After the Turnover Date, a Lot may neither be subdivided nor combined with another Lot without the consent of sixty-seven percent (67%) of all Owners. Each Owner waives the right of partition as may be permitted under applicable law.

5.21 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot or the Project, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots. No Owner or occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

5.22 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than property supervised and contained).

5.23 Firearms, Incendiary Devises and Graffiti. The use of firearms and incendiary devices or the painting or graffiti, within the Project is prohibited. The terms firearms, including but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

5.24 Temporary Structures. No Owner or resident shall place upon any part of the Project any temporary structures including, but not limited to tents and trailers without the prior written consent of the Board of Directors.

5.25 Energy Conservation Equipment. No solar energy device, solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed within the Project without the prior written consent of the Board of Directors.

5.26 Long Term Storm Water Management Plan. The Association is subject to a Long-Term Storm Water Management Plan ("*Water Management Plan*"), dated November 26, 2019, entered into between the Association and City for the management of storm water. The

Association is responsible for implementing and abiding by the standard operating procedures within the Water Management Plan. Likewise, Owners should be familiar with the Water Management Plan and shall not engage in any conduct that is in violation of the Water Management Plan.

ARTICLE 6
GENERAL CONSTRUCTION REQUIREMENTS

6.1 Construction of Improvements on Each Lot. All work performed in the construction, maintenance, repair replacement, alteration or expansion of any Improvement on a Lot shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (a) access to or from any other Lot, or part thereof, to or from any of the Common Areas and Facilities, (b) construction work being performed on any other Lot; or (c) the use, enjoyment or occupancy of any other Lot. Any replacement, alteration or expansion of any Improvement on a Lot shall be in compliance with all applicable laws, rules, regulations, orders and ordinances of the city, county, state and federal government, or any department or agency thereof and no such work shall cause any Improvement located on any other Lot to be in violation of any such laws, rules, regulations, orders or ordinances. All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any Improvement on a Lot shall be done in a good and workmanlike manner and in accordance with engineering standards.

6.2 Staging of Construction of Improvements. Staging for the construction, maintenance, repair, replacement, alteration or expansion of any Improvement on a Lot, including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment, shall be limited to such Lot.

6.3 Licensed Contractor. Unless the Architectural Review Board gives a written waiver of approval to an Owner, no Improvement may be constructed, remodeled or altered on any Lot except by a licensed contractor, duly qualified and licensed by the appropriate governmental authorities.

6.4 Approved Builder. Prior to the Turnover Date, only contractors approved in advance by Declarant, in its sole discretion, may construct Improvement(s) upon the Lots and Residences.

6.5 Dwelling to be Constructed First. No garage, out building or other Improvement may be constructed prior to the construction of Dwelling on the Lot.

6.6 Declarant Exemption. The Declarant is exempt from the provisions of this Article.

ARTICLE 7
DUTIES AND POWERS OF THE ASSOCIATION

7.1 Organization of the Association. The Association has been or will be organized as a nonprofit corporation pursuant to the Utah Nonprofit Corporation Act. If, at any time, such nonprofit corporation is dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. All of the property, powers, and obligations of the nonprofit corporation existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association. To the greatest extent possible, the successor unincorporated association shall be governed by the Articles and Bylaws as if they had been drafted to constitute the governing documents of the unincorporated association. Notwithstanding the foregoing, upon dissolution of the nonprofit corporation, the Board, in its sole discretion, may re-incorporate the Association by renewing the dissolved nonprofit corporation or by incorporating a new nonprofit corporation with a name that is substantially similar to the previously dissolved nonprofit corporation and with Articles that adopt the Declaration and Bylaws and that are otherwise substantially similar to the Articles of the previously dissolved nonprofit corporation. In the event that the Board incorporates a new nonprofit corporation as described above, the new nonprofit corporation shall be a successor of the previously dissolved nonprofit corporation and all of the property, powers, and obligations of the nonprofit corporation existing immediately prior to its dissolution shall thereupon automatically vest in the new nonprofit corporation.

7.2 General Duties and Powers of the Association. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Board shall:

a. enforce the provisions of the Declaration, the Articles and the Bylaws by appropriate means and carry out the obligations of the Association hereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation for the Association Rules as provided in the Bylaws and Section 7.2 below, which shall include the establishment of a system of fines or penalties enforceable as Special Assessments;

b. acquire, maintain and otherwise manage all of the Common Areas, Common Facilities, and all improvements and landscaping thereof, and all personal property acquired by the Association, and maintain all other areas within and in the vicinity of the Property which the Association deems appropriate to maintain or is obligated to maintain, including, without limitation, the landscaped areas, the roadways, the sidewalks and the parking areas, as provided in this Declaration or pursuant to agreement with the City or other governmental agency or authority;

c. pay any real and personal property taxes and other charges assessed against the Common Areas and Facilities unless the same are separately assessed to the Owners;

d. obtain, for the benefit of the Common Areas and Facilities, all water, gas and electric, refuse collections and other services;

e. grant easements where necessary for utilities and sewer facilities over the Common Areas and Facilities to serve the Property as provided herein;

f. contract for and maintain such policy or policies of insurance as may be required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its Members;

g. delegate its powers to committees, officers, or employees as provided in the Bylaws, employ a manager or other persons and contract with independent contractors or managing agents who have professional experience in the management of condominium developments or planned unit developments to perform all or any part of the duties and responsibilities of the Association;

h. establish and maintain a working capital and contingency fund in an amount to be determined by the Board;

i. have the power of entry upon any Lot where necessary in connection with construction, maintenance or repair for the benefit of the Common Areas and Facilities, or the Owners;

j. at its sole discretion, provide trash pickup and disposal and snowplowing service for the benefit of the Owners and their Lots;

k. acquire real property by lease or purchase for offices or other facilities that may be necessary or convenient for the management of the Common Areas and Facilities, the administration of the affairs of the Association or for the benefit of the Members;

l. at its sole discretion, contract for communication services (e.g., cable television, Internet, telephone, etc.) for the benefit of the Owners who have subscribed for the service; and

m. have the power to establish in cooperation with the City a special tax assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right to convey or lease, with or without the payment of monetary consideration, all or any portion of the Common Areas and Facilities to said district.

n. for the purposes of this paragraph, the term "Easement Property" shall mean the property owned by the Utah Transit Authority over which the Association is the holder of an easement. The Association shall be solely responsible for all construction, maintenance, repair, and replacement of any and all roadway improvements on the Easement Property, including without limitation, snow and ice removal, weed control, paving, repaving, sealing, stripping, concrete work, and all other work thereon. All such construction, maintenance, repair and replacement shall be done in a good and workmanlike manner, consistent with other roadway improvements within the Project.

7.3 Association Rules. The Board shall also have the power pursuant to the procedures set forth in the Bylaws to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "Association Rules"). The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of the

Common Areas and Facilities; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles, or Bylaws. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be delivered to each Owner in the same manner established in this Declaration for the delivering of notices. Upon such delivery, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. The Association Rules, as adopted, amended or repealed, shall be available at the principal office of the Association to each Owner and Mortgagee upon request. In the event of any conflict between any such Association Rules and any other provisions of this Declaration, the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency. Prior to the Turnover Date, Declarant shall be exempt from the rule making procedure required by Utah Code § 57-8a- 217.

7.4 Delegation of Powers. The Association shall have the right according to law, to delegate any of its powers under this Declaration, the Articles and Bylaws; provided, however, no such delegation, whether to a professional management company, committee or otherwise shall relieve the Association of its obligation to perform such delegated duty.

7.5 Schedule of Fines and Penalties. The Association has the authority, from time to time, to set forth in the Association Rules a schedule of fines and penalties for violations of the Association's governing documents.

7.6 Statement of Account & Payoff Information. Upon a written request from an Owner that the Association provide the Owner with a statement of his or her account, the Association may charge a fee, as allowed by the Act. In addition, when a request is made to the Association to provide payoff information needed in connection with the financing, refinancing, or closing of an Owner's sale of his or her Lot, the Association may charge a fee as allowed by the Act.

ARTICLE 8
INDEMNIFICATION

8.1. Indemnification. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he is or was a Board Member or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by an order or settlement, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

8.2. Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VIII.

8.3. Settlement by the Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE 9
REPAIR AND MAINTENANCE

9.1 Maintenance by Association. Without limiting the generality of the statement of duties and powers contained in this Declaration, the Association shall have the duty to accomplish the following upon the Lots, Common Areas and Facilities or other land within and about the Project in such a manner and at such times as the Board shall prescribe and shall have a right of entry sufficient to allow accomplishment of the same:

a. maintain, repair, and replace the Common Areas and Facilities in a clean, safe, and attractive condition at all times, and maintain all other areas within and in the vicinity of the Property which the Association deems appropriate to maintain or is obligated to maintain;

b. maintain, repair, and replace any Association-owned roadways, the common walkways, the driveways, and the parking areas (other than parking garages appurtenant to a Residence), including snow removal of the sidewalks and driveways;

c. maintain in a clean, safe, and attractive condition all landscaping whether or not on an Owner's Lot but excluding any landscaping within a Lot's Limited-Common-Area backyard or back patio;

d. maintain, repair and replace the perimeter fencing around the Project. The Association shall maintain, repair and replace any originally installed privacy fences separating the Units. However, if an Owner, after receiving the required written permission from the Association, installs additional 6-feet-tall white vinyl privacy fencing to enclose the patio area, such Owner or future owner shall be responsible for maintenance, repair and replacement of any fencing enclosing the patio area, including the originally installed privacy fences separating the Units;

e. maintain all drainage facilities and easements which constitute Common Areas and Facilities in accordance with the requirements of any applicable flood control district;

f. work with the appropriate public utility to maintain any utility easements located

within the Common Areas and Facilities;

g. maintain the public rights-of-way within the Project; and maintain all other areas, facilities, equipment, services or aesthetic components of whatsoever nature.

h. The Association shall have no obligation to maintain or repair public streets.

i. The Association shall have the authority but not the obligation to repair and replace roofs, gutters, downspouts, and exterior building surfaces of any Residence if, in the sole discretion of the Board, deemed reasonably necessary in order to maintain uniformity, provide the most convenient means for undertaking a project that affects multiple Residences, or settle a dispute among Owners regarding the division of responsibility. The Association shall give thirty (30) days' written notice to the Owners of the Residences that are to undergo such repairs or replacements prior to commencement of the same. If the Association pays for the repairs or replacements, such amount shall be assessed equally to the Owners of the Residences that directly benefited from the repairs or replacements. Notwithstanding the foregoing, if a repair or replacement described herein was reasonably necessary because of the willful or negligence conduct of an Owner or his or her occupant, such Owner shall be solely responsible for the expenses thereof.

9.2 Maintenance by Owner. Every Owner shall:

a. subject to Section 9.3, repair, replace, maintain, paint, and re-finish all portions of such Owner's Lot, Residence, and Improvements thereto including, without limitation, any exteriors, roofs, plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, and appliances in and connected to the Residence in a clean, safe, and attractive condition at all times, and in compliance with this Declaration, the Articles, Bylaws and the Association Rules;

b. keep such Owner's Lot and Limited Common Areas free from trash and debris, and keep all lighting clean and functional;

c. notwithstanding the foregoing and anything contrary therein, no Owner shall be responsible for the maintenance of landscaping on such Owner's Lot except for any landscaping in a Limited-Common-Area back yard or back patio.

9.3 Association Approval Required for Certain Modifications and Alterations. Notwithstanding anything to the contrary herein, an owner shall not do any of the following without prior written consent from the Board:

a. undertake any structural modification, structural alterations, or structural installations to the outside of his or her Residence;

b. replace his or her roof or exterior building surfaces or any part thereof;

c. cause any outbuildings to be placed or erected on the Common Areas and Facilities;

The consent required by this Section shall be in addition to any consent an Owner is required to obtain pursuant to any other section herein. Without limitation, the Board may deny a request for written consent hereunder so that the Association may repair or replace roofs, gutters, downspouts, or exterior building surfaces at issue and assess the appropriate party for the associated expenses as provided in this Declaration.

9.4 Architectural Review Committee and Design Guidelines.

a. The Board shall serve as the Architectural Review Committee (the "ARC") unless it delegates the responsibilities of the ARC, which it shall have the authority to do. The ARC shall prepare or adopt and promulgate on behalf of the Association, design and development guidelines, and application and review procedures, applicable to the Association Properties or any portion thereof (the "Design Guidelines"). The guidelines and procedures shall be those of the Association, and the ARC shall have the sole and full authority to prepare and to amend the same, subject to approval of the City (if applicable). The Association shall make copies of the guidelines and procedures available, upon request, to Owners, builders and developers who seek to engage in development of or construction upon any portion of the Association Properties, and such Owners, builders and developers shall conduct their operations strictly in accordance therewith.

b. Any construction, alteration, modification, removal or destruction, within the Project, including the location of all improvements, must be approved in writing by the ARC prior to the commencement of the same. No person commencing such construction, alteration, modification, removal or destruction prior to receipt of such written approval shall acquire any vested rights in any such improvement. A majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining member or members of the ARC. All decisions rendered by the ARC must be by written instrument setting forth the action taken by the members consenting thereto.

c. The ARC may, at its sole discretion, withhold approval of any proposal if the ARC finds the proposal would be inappropriate for the particular Lot or Residence or incompatible with the Design Guidelines. Considerations such as siding, shape, size, color, design, height, solar access or other effects on the enjoyment of other Lots, Residences, or Common Area, and any other factors which the ARC reasonably believes to be relevant, may be taken into consideration by the ARC in determining whether or not to approve any proposal.

d. Approval or disapproval by the ARC of any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent, waiver or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.

e. Any Owner adversely impacted by action of the ARC may appeal such action to the Board. If, however, the ARC's duties are being carried out by the Board, then no such right to appeal shall exist.

f. All appeals and hearings shall be conducted in accordance with procedures set forth

by the Board by resolution.

g. The ARC's approval of any proposal shall automatically be revoked within three (3) months after issuance unless construction or other work relating to the proposal has been commenced or the Owner has applied for and received an extension of time from the ARC.

h. The ARC may inspect from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformation with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice of noncompliance shall specify the particulars of noncompliance and shall require the owner to remedy the noncompliance by a specific date. The ARC shall have authority to record a document giving notice of the noncompliance with recorder's office in the county where the Lot is located. Any Owner who receives a notice of noncompliance may appeal the notice in accordance with the appeals procedure set forth by the Board.

i. Neither the Board nor the ARC shall be liable to any Owner, occupant, builder or other person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the member has in accordance with the actual knowledge possessed by him or her, acted in good faith. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Owner.

j. Notwithstanding anything to the contrary herein, prior to the Turnover Date, Declarant need not submit or receive any approval from the ARC.

9.5 Standards for Maintenance and Construction.

a. Maintenance of the exterior of Buildings and Improvements shall be accomplished in accordance with the Design Guidelines.

b. Throughout any period of construction upon a Lot, the Owner of such Lot shall keep the Lot and all streets used by construction equipment or trucks in clean and safe condition, shall remove daily all trash, rubbish, debris, mud and dirt therefrom, shall take all measures necessary or appropriate to control dust, blowing sand and erosion, whether by wind or water, on the Lot and shall so conduct all such construction so as not to interfere with free and ready access to existing Buildings and neighboring Lots.

c. The Declarant shall be exempt from the provisions of this Section.

9.6 Right of Association to Maintain and Install. In the event that the need for any exterior maintenance or repair of a Residence or the Improvements thereto is caused through the willful or negligent acts of the Owner or the Owner's Occupants or Permittees, the cost of such exterior maintenance or repair shall be assessed against the Owner and his or her Lot as hereinafter set forth.

a. Upon finding by the Board that the need for exterior maintenance or repair was caused by the willful negligent acts of the Owner or the Owner's Occupants or Permittees, the Board shall give notice of its finding to the responsible Owner which shall briefly describe the maintenance or repair needed and the willful or negligent acts and set a date for hearing before the Board or a committee selected by the Board for such purpose.

b. Such hearing shall be held not less than ten (10) nor more than thirty (30) days from the date of said notice.

c. Such hearing shall be conducted according to such reasonable rules and procedures as the Board shall adopt and which shall provide the Owner with the right to present oral and written evidence and to confront and cross-examine adverse witnesses. If the Board or any committee renders a decision against the responsible Owner, it shall further set a date by which the deficiency is to be corrected by the responsible Owner. A decision of a committee may be appealed to the Board, but a decision of the Board shall be final.

d. If, after a hearing as described herein, the Board reaches a decision that the need for exterior maintenance or repair was caused by the willful or negligent acts of the Owner, its Occupants or Permittees, the Owner does not sufficiently correct the deficiency on or before the date set by the Board, and the Association then pays for such maintenance or repair, such amount shall be a Special Assessment to the affected Owner and Lot.

e. The Declarant shall be exempt from the provisions of this Section.

9.7 Competing Provisions. The provisions of this Article shall be interpreted to clarify and expand upon any maintenance provisions contained in an applicable Plat or any other Association governing documents. If any provisions of a Plat conflict with any provisions in this Article, the provisions of this Article shall prevail.

ARTICLE 10
INSURANCE

10.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by applicable law subject to reasonable availability. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

As used in this Article:

(1) "Covered Loss" means a loss, resulting from a single event or occurrence that is covered by the Association's property insurance policy.
(2) "Residence Damage" means damage to any Residence or a combination of Residences.

(3) "Residence Damage Percentage" means the percentage of total damage resulting in a covered loss that is attributable to each Residence damaged.

10.2 Property Insurance.

a. Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas and, to the extent the Project contains Residences or structures that share Party Walls, blanket insurance on all attached Residences (including fixtures and building service equipment) is required.

(i) At a minimum, any required blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.

(ii) Any blanket policy shall be in an amount not less than one-hundred percent (100%) of current replacement cost of all property covered by such policy (including the Residences if applicable) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

(iii) A blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; or (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one-hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

(iv) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available (ii) "Equipment Breakdown," if the Subdivision has central heating or cooling or other equipment or other applicable fixtures, equipment, or installations, which shall provide that the insurer's minimum liability per accident at least equals the lesser of one million dollars ($1,000,000) or the insurable value of the building containing the equipment.

(v) The maximum deductible the Association will carry on its blanket policy of property insurance is ten thousand dollars ($10,000).

b. Owner Responsibility for Payment of 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:

(i) The Association's policy provides primary insurance coverage;

(ii) The Owner is responsible for the Association's policy deductible;
(iii) The Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible;
(iv) An Owner who owns a Residence and has suffered Residence Damage as part of Covered Loss is responsible for an amount calculated by applying the Residence Damage Percentage for that Residence to the amount of the deductible under the Association's property insurance policy; and
(v) If an Owner does not pay the amount required under this Article within 30 days after substantial completion of the repairs to, as applicable, the Residence or the appurtenant to the Residence, the Association may levy an assessment against the Owner for that amount.

c. Flood Insurance. If any part of the property insured by the Association comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, a policy of flood insurance shall be maintained. If the property insured by the Association is not situated in a Special Flood Hazard Area, The Association may nonetheless, if approved by a majority of Owners, purchase flood insurance to cover floods not otherwise covered by blanket property insurance.

d. Earthquake Insurance. The Association may, if approved by a majority of Owners, purchase earthquake insurance to cover earthquakes not otherwise covered by blanket property insurance.

e. Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

f. Notice Requirement for Deductible. The Association shall provide notice to each Owner of the Owner's obligation for the Association's policy deductible and of any change in the amount of the deductible.

10.3 Comprehensive General Liability (CGL). The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area, or membership in the Association. The coverage limits under such policy shall not be less than one million dollars ($1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

10.4 Workers Compensation Insurance. In the event that the Association hires any employees, it shall, at that time, obtain worker's compensation insurance in compliance with Utah state law with employers liability limits of $1,000,000.

10.5 Directors and Officers Insurance. The Association shall obtain Directors and Officers liability insurance with a minimum limit of $1,000,000 protecting the Board of Directors, the Officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy shall:

a. include coverage for volunteers and employees;

b. include coverage for monetary and non-monetary claims;

c. provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims;

d. provide coverage for defamation; and

e. provide coverage enhancements including: 'Definition of insureds' which will include the association or corporation, past and present directors, trustees, officers, volunteers, committee members employees and property manager.

In the Board's sole discretion, the Directors and Officers Insurance policy may provide coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any similar policy maintained by the manager or its employees.

10.6 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain a fidelity bond and insurance covering the theft or embezzlement of funds that shall:

a. Provide coverage for an amount of not less than the sum of three months regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and

b. Provide coverage for theft or embezzlement of funds by:

(i) Officers, Board of Directors, or Members of the Association;
(ii) Employees and volunteers of the Association;
(iii) Any manager of the Association; and
(iv) Officers, directors and employees of any manager of the Association

10.7 Business Auto Insurance. In the event that the Association acquires any vehicle in the Association's name, it shall, at that time, obtain business auto insurance with minimum limits of $1,000,000 combined single limits for liability plus applicable no fault coverage and uninsured/underinsured limits of $1,000,000. In the sole discretion of the Board, the Association may also obtain physical damage insurance.

10.8 Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Lender.

10.9 Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

10.10 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable the Association, and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and, if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Residences. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

10.11 Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

10.12 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

10.13 Owners' Individual Coverage. **EACH OWNER SHOULD PURCHASE INDIVIDUAL PROPERTY AND/OR EXTENDED COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INDEPENDENT INSURANCE AGENT.**

ARTICLE 11
DESTRUCTION OF IMPROVEMENTS

In the event of partial or total destruction of Improvements upon the Common Areas and Facilities, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as practical. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be insufficient to accomplish such repair or restoration, a Reconstruction Assessment may be levied by the Association to provide the necessary funds or such reconstruction, over and above the amount of any insurance proceeds available for such

purpose. In the event any excess insurance proceeds remain, the Board shall distribute pro rata such excess funds to the Members, subject to the prior rights of Mortgagees whose interest may be protected by insurance policies carried by the Association. The rights of an Owner and the Mortgagee of his or her Lot as to such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Lot. All amounts collected as Reconstruction Assessments shall only be used for the purposes set forth in this Article and shall be deposited by the Board in a separate bank account to be held in trust for such purposes. Such funds shall not be commingled with any other funds of the Association.

ARTICLE 12
EMINENT DOMAIN

The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Common Areas and Facilities, the Members hereby appoint the Board and such persons as the Board may delegate to represent all of the Members in connection with the taking. The Board shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemner in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a taking of less than all of the Common Areas and Facilities, the rules as to restoration and replacement of the Common Areas and Facilities and the improvements thereon shall apply as in the case of destruction of the improvements upon the Common Areas and Facilities. In the event of a total taking, the Board shall distribute pro rata any award to the Members. The rights of an Owner and the Mortgagee of such Owner's Lot as to such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Lot.

ARTICLE 13
RIGHTS TO THE COMMON AREAS AND FACILITIES

13.1 Members' Right of Enjoyment. There is hereby reserved and established for the benefit of each Owner and such Owner's Occupants and Permittees a nonexclusive easement for use and enjoyment in and to the Common Areas and Facilities and such right shall be appurtenant to and shall pass with the interest required to be an Owner to every Lot, subject to the following provisions:

a. The right of the Association to establish reasonable rules and regulations pertaining to the use of the Common Areas and Facilities.

b. The right of the Association subject to the approval rights of Mortgagees pursuant to ARTICLE 15 hereof, to dedicate or transfer all or any part of the Common Areas and Facilities to any public agency, authority or utility or other entity for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer, including, without limitation, the conveyance, lease or other transfer of any portion of the Common Areas and Facilities to a special tax assessment district or to the City, shall be effective unless approved by Members holding not less than sixty-seven percent (67%) of the voting power of the Members.

c. The right of the Association to establish, in cooperation with the City, a special assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right of the Association to convey, lease or otherwise transfer, subject to the provisions of subsections 13.1(b) above, all or any portion of the Common Areas and Facilities to said district.

13.2 Waiver of Use. No member may exempt such Member from personal liability for Assessments duly levied by the Association, nor release the Lot owned by such Member from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas and Facilities or the abandonment of his or her Lot.

13.3 Conveyance. The Common Areas and Facilities designated in each final subdivision Plat recorded by Declarant with regard to the Property shall be deemed conveyed by Declarant to the Association concurrently with the recording thereof.

ARTICLE 14
EASEMENTS AND LICENSES

14.1 Owners' Rights and Duties: Utilities and Communication Lines. The rights and duties of the Owners with respect to water, sewer, electricity, gas, telephone, cable television lines and drainage facilities shall be governed by the following:

a. Wherever sanitary sewer, water, electricity, gas, telephone and communication lines or drainage facilities are installed within the Property, there is hereby reserved and established for the benefit of the Owners of any Lot served by said lines or facilities a nonexclusive easement for the full extent necessary therefore, to enter upon the Lots owned by others, in or upon said lines of facilities, or any portion thereof, to repair, replace and generally maintain said lines and facilities as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Lot caused by such entry as promptly as possible after completion of work thereon.

b. Wherever sanitary sewer, water, electricity, gas, telephone or communication lines or drainage facilities are installed within the Property, which lines or facilities serve more than one (1) Lot, the Owner of each Lot served by said lines or facilities shall be entitled to the full use and enjoyment of such portions of said lines or facilities which service such Owner's Lot.

c. The foregoing provisions of this Section shall not be deemed to give any Owner the right to connect to any utility line or facility without first complying with all the requirements of the utility company providing the service in question, including without limitation, the payment of all required connection fees and related charges.

14.2 Reservation of Access and Utilities. Easements over the Property for the installations and maintenance of electric, telephone, communication lines, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded subdivision maps of the Property are hereby reserved and established for the benefit of each Owner and their respective successors and

assigns. Declarant hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

14.3 Common Area Easements. The following nonexclusive easements are hereby reserved and established for the benefit of each Owner and the Occupants and Permittees of each Owner:

a. Nonexclusive easements over, upon, across and between each Lot for the purpose of pedestrian traffic between each Lot and (1) each other Lot which is contiguous thereto; (2) the public streets and alleys now or hereafter abutting or located on any portion of the Property; (3) the Common Areas and Facilities; (4) the parking areas now and hereafter located on each Lot; (5) over and across the Common Areas located on each Lot; limited, however, to those portions of each Lot which are improved by the Owner thereof from time to time for pedestrian walkways and made available by such Owner for general use, as such portions may be reduced, increased or relocated from time to time by each such Owner.

b. Nonexclusive easements for the purpose of vehicular traffic over, upon, across and between each Lot and (1) the public streets and alleys now and hereafter abutting any portion of the Property; and (2) the Common Areas and Facilities; limited, however, to those portions of the Property which are improved by the Owner thereof from time to time for vehicular access ways as such portions may be relocated from time to time by such Owner.

c. Nonexclusive easements over, upon, across and between the access points and driving lanes from time to time established on each Lot for the purpose of providing ingress, egress, and access to (1) the easements hereby created; (2) the public streets and alleys now and hereafter abutting any portion of the Property; and (3) the Common Areas and Facilities.

d. Nonexclusive easements in and to the parking areas from time to time located on each Lot for access to and use for vehicular parking purposes.

14.4 Maintenance of Exteriors. A nonexclusive easement and right of way on, over, across, through, above, and under each Lot, Residence and Building for the maintenance, repair, and replacement of the exteriors of each Residence and Building and any landscaping located on

any Owner's Lot as provided herein is reserved and granted to the Association.

14.5 Easements for Encroachments. If any part of the Common Areas as improved by Declarant now or hereafter encroaches upon any Lot or Residence or if any structure constructed by Declarant on any Residence now or hereafter encroaches upon any other Lot or Residence or upon any portion of the Common Area, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Lot or Residence shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Lot or Residence or upon any portion of the Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

14.6 Easements for Construction and Development Activities. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for the (a) construction of Residences, (b) to maintain sales or leasing offices, management offices and models throughout the Project and to maintain one or more advertising signs on the Common Area with respect to the sales of Residences, or other property in the Project or within any undeveloped land, (c) improvement of the Common Area and construction, installation and maintenance thereon of roadways, walkways, buildings, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners, and (d) construction, installation and maintenance on lands within, adjacent to, or serving the Property of roadways, walkways, and other facilities, planned for dedication to appropriate governmental authorities.

14.7 Income Generated from Service Providers. Declarant, as owner of the real property at the time it is annexed into the Project through recordation of a plat, which includes the dedication of certain utility easements to the City, County or Association, may negotiate terms with service providers that desire to install infrastructure to provide services to Owners in the Project. Prior to the Turnover Date, any income gained from these Bulk Service Agreement with Bulk Providers by Declarant may be retained by the Declarant. For purposes of this Section, a "Bulk Provider" shall mean 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 Residences within the Project pursuant to a Bulk Service Agreement; a "Bulk Service Agreement" shall mean 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 Residences within the Project.

ARTICLE 15
NATURE OF EASEMENTS, LICENSES, AND RIGHTS GRANTED

15.1 Easements Appurtenant. Each and all of the easements, licenses, and rights granted or created herein are appurtenances to the affected portions of the Property and none of the

easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements, licenses, and rights, the particular areas of the Property which are benefitted by such easements shall constitute the dominant estate, and the particular areas of the Property which are burdened by such easements and rights shall constitute the servient estate.

15.2 Nature and Effect of Easements. Each and all of the easements, covenants, restrictions and provisions contained in this Declaration:

f. are made for the direct, mutual and reciprocal benefit of the Owners, Occupants and Permittees of the respective Lots;

g. create mutual equitable servitudes upon each Lot in favor of the other Lots;

h. constitute covenants running with the land; and

i. shall bind every person or entity having any fee, leasehold or other interest in any portion of the Property at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction or provision is to be performed on such portion.

ARTICLE 16
RIGHTS OF LENDERS

16.1 Filing Notice; Notices and Approvals. A mortgagee shall not be entitled to receive any notice which this Declaration requires the Association to deliver to Mortgagees unless and until such Mortgagee, or its mortgage servicing contractor, has delivered to the Board a written notice stating that such Mortgagee is the holder of a mortgage encumbering a Lot within the Property. Such notice shall state whether such mortgagee is a First Mortgagee. If the approval of any percentage of Mortgagees is required pursuant to this Declaration, it shall be deemed to mean the vote or approval of the percentage of only those mortgagees which have delivered such notice to the Board. Notwithstanding the foregoing, if any right of a Mortgagee under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section, a Mortgagee must also make such request, either in a separate writing delivered to the Association or in the notice provided above in this Section, in order to be entitled to such right. Except as provided in this Section, a Mortgagee's rights pursuant to this Declaration, including, without limitation, the priority of the lien of Mortgages over the lien of Assessments levied by the Association hereunder shall not be affected by the failure to deliver a notice to the Board. Any notice or request delivered to the Board by a Mortgagee shall remain effective without any further action by such Mortgagee for so long as the facts set forth in such a notice or request remain unchanged.

16.2 Priority of Mortgage Lien. No breach of the covenants, conditions, or restrictions herein contained nor the enforcement of any lien provisions herein, shall affect, impair, defeat or render invalid the lien or charge of any Mortgage made in good faith and for value encumbering any Lot, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to a Lot, except as otherwise provided in this Article.

16.3 Relationship with Assessments Liens.

a. The lien provided for in ARTICLE 3 hereof for the payment of Assessments shall be subordinate to the lien of any Mortgage which is recorded prior to the date any such Assessment becomes due.

b. If any Lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a Mortgage, the foreclosure of the lien of said Mortgage, the acceptance of a deed in lieu of foreclosure of the Mortgage, or sale under a power of sale included in such Mortgage (such events being hereinafter referred to as "Events of foreclosure") shall not operate to affect or impair the lien hereof, except that any persons who obtain an interest through any of the Events of Foreclosure, and their successors in interest, shall take title free of the lien hereof or any personal obligation for said charges as shall have accrued up to the time of any of the Events of Foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the Events of Foreclosure.

c. Any Mortgagee who obtains title to a Lot by reason of any of the Events of Foreclosure, or any purchaser at a private or judicial foreclosure sale shall take title to such Lot free of any lien or claim for unpaid Assessments against such Lot which accrue prior to the time such Mortgagee or purchaser takes title to the Lot, except for liens or claims for a share of such Assessments resulting from a reallocation of such Assessments to all Lots within the Property.

d. Nothing in this Section shall be construed to release any Owner from his or her obligation to pay for any Assessment levied pursuant to this Declaration.

ARTICLE 17
PARTY WALLS

17.1 Boundary Line between Residences. The boundary line between two (2) Residences shall be deemed to be the center line of the airspace between the exterior walls of the two (2) Residences which abut such airspace (the "Party Walls") or, if there is no airspace, where the Party Walls abut, notwithstanding the fact that the common boundary line for the Residences may not be located precisely upon said center line of the Party Walls. The Owner of each Residence from time to time shall have the full rights of ownership, use and occupancy of such Residence and the Owner of a Residence shall not have any right, title or interest in any part of the other Residences located primarily adjacent to such unit.

17.2 Limitation on Alterations to Party Walls. No Owner of a Residence shall have the right, except with the prior written consent of the adjacent Owner, to (i) make any alteration or additions to any Party Wall or any part thereof, except non-structural, interior alterations made within the Residence of such Owner's unit, or (ii) take any action which would adversely affect the structural integrity or sound transmission prevention qualities of the Party Walls.

17.3 Exterior of Party Walls – Colors and Materials. The exterior portions of any Party Wall visible outside a Residence shall be of the same color and/or materials as the exterior walls thereof.

17.4 State Law Governs. If inconsistent with the provisions of this Article, the laws of the State of Utah regarding party walls shall prevail.

ARTICLE 18
EXPANSION RIGHTS AND SUBMISSION

18.1 Right to Expand. There is hereby granted unto Declarant, and Declarant hereby reserves, the absolute right and option to expand the Project at any time (within the limits herein prescribed) and from time to time by adding to the Project all or a portion of the Expansion Property. The Buildings on the Expansion Property are required to be substantially similar to those constructed upon the Property.

18.2 Annexation without Approval and Pursuant to General Plan. All or any part of the Expansion Property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association without the approval, consent or vote of the Association or its Members or any other persons or parties, provided that a Supplementary Declaration covering the portion of said Expansion Property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association without the approval, consent or vote of the Association or its Members or any other persons or parties, provided that a Supplementary Declaration covering the portion of said Expansion Property sought to be annexed, shall be executed by the then Owner or Owners thereof, consented to by Declarant, and recorded; provided, however, no Supplementary Declaration shall be so executed and recorded pursuant to this Section subsequent to the Turnover Date. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter said annexed real property shall be part of the Property and all of the Owners of Units in said annexed real property shall automatically be Members of the Association.

18.3 Supplementary Declaration. The annexations authorized under section 18.2 may be made by recording a Supplementary Declaration of Protective Covenants, Conditions and Restrictions, or similar instrument, with respect to the Expansion Property which shall extend the plan of this Declaration to such property. Such Supplementary Declaration contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property unless such Supplementary Declaration is approved in the manner required herein for an amendment to this Declaration.

18.4 No Obligation to Expand. This Declaration is not intended, and shall not be construed so as, to impose upon Declarant an obligation respecting, or to restrict Declarant in any way with regard to: (i) the addition to the Project of any of the Expansion Property.

18.5 Owners' Obligations Concerning Expansion of Project. Each Owner, by acquiring his or her interest in the Project, agrees not to inhibit or oppose Declarant's future development of the Expansion Property (whether or not added to the Project) and the obtaining of necessary approvals therefore. Without limiting the scope of the immediately foregoing sentence, no Owner, directly or indirectly, shall oppose such development in public meetings, by petition, or by legal actions.

ARTICLE 19
AMENDMENTS

19.1 Manner of Amending. This Declaration may be amended as follows:

b. At all times on or prior to the Turnover Date, this Declaration may be amended, altered or modified by a Supplementary Declaration or by another amending document approved and signed by the Declarant. No other Members will be required to approve such amendment

c. After the Turnover Date, this Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of voting Members representing sixty-seven percent (67%) of the total votes of the Association. However, 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.

19.2 Consent to Amend. If an Owner consents to the Amendment of this Declaration or the Association 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.

19.3 Mortgagee's Rights. No amendment may impair the validity or priority of the lien of any Mortgage held by any Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

19.4 Acceptance of Deed. By acceptance of a deed of conveyance to a Lot or Residence each Owner thereby gives its full, irrevocable and unqualified consent on behalf of itself, its mortgagees, and its successors-in-title to the amendment of this Declaration in the manner provided in this Article.

19.5 Certain Amendments Requiring Consent. No amendment of this Declaration changing the allocation of assessments with regard to Declarant or Declarant Related Entities shall be valid without the consent of the Declarant.

ARTICLE 20
ASSOCIATION LITIGATION

20.1 Certain Litigation Requiring Consent. In recognition of the expenses and disruption associated with litigation, except as otherwise provided by this Article, the Association shall not commence a judicial or administrative proceeding without the approval of

the Declarant for so long as the Members govern the Association and thereafter only upon the approval of Owners representing at least 75% of the total vote of the Association.

20.2 Actions Arising Out Of an Alleged Defect. Neither the Association nor any Owner shall institute an action against any person which arises out of an alleged defect in the development of the Subdivision until: (i) Declarant and the person(s) who physically constructed the portion of the subdivision in which the alleged defect exists have been notified and given a reasonable time and opportunity in which to inspect, assess, correct, or redesign any alleged defect or other portions of the Subdivision (provided, however, that the terms of this Article shall not create an obligation of any person to effect a repair of an alleged defect); (ii) the Association or Owner(s) have pursued their remedies under any express warranty covering all or any portion of the alleged defect; (iii) the Declarant and the affected contractor(s) have been given the opportunity to be heard at a meeting of the Association regarding the alleged defect; and (iv) all proposed parties to the action have been given a reasonable opportunity to mediate any dispute or disagreement relating to the alleged defect, and have either participated or refused to participate in such mediation.

20.3 Compensation of Legal Counsel. No action affected by this Article shall be conducted utilizing legal counsel who are compensated on a contingency fee or similar means of compensation in which litigation costs and attorneys' fees are not paid on a current basis or are paid out of the settlement or judgment amount recovered by the Association in such action.

20.4 Application and Amendment of this Article. This Article shall not apply to: (i) actions brought by the Association to enforce the Governing Documents (including, without limitation, the foreclosure of liens); (ii) the collection of assessments; (iii) proceedings involving challenges to ad valorem taxation; (iv) counterclaims brought by the Association in proceedings instituted against it; or, (v) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of an express contract with the Association or its manager for services or supplies. This Article shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

20.5 Repurchase Option for Construction Defect Claims. In the event any Owner shall commence action against Declarant or its assigns, successors, subsidiaries, related construction entities, or other entities established by Declarant, or Declarant's members, for the purpose of constructing Residences on the Lot (collectively "Declarant") in connection with any alleged construction defects in such Owner's Residence or Lot, Declarant shall have the option, but not the obligation, to purchase such Residence or Lot on the following terms and conditions:

(a) The purchase price shall be an amount equal to the sum of the following, less any sums paid to such Owner under any homeowner's warranty, in connection with the alleged defect:

(i) The purchase price paid by the original Owner of the Residence & Lot when originally purchased from Declarant;

(ii) The agreed upon value of any improvements made to the Residence by anyone other than Declarant;

(iii) The Owner's reasonable moving costs; and

(iv) Any closing costs incurred by the Owner in connection with the purchase of another primary residence within ninety (90) days after closing of repurchase provided for herein.

(b) Close of escrow shall occur not later than forty-five (45) days after written notice from Declarant to the Owner of Declarant's intent to exercise the option herein.

(c) Title shall be conveyed to Declarant free and clear of all monetary liens and other encumbrances other than non-delinquent real estate taxes.

(d) Exercise of the repurchase option as provided for herein above shall constitute full and final satisfaction of all claims relating to the subject Residence and Lot. The Owner shall promptly execute and deliver any notice of dismissal or other document necessary or appropriate to evidence such satisfaction.

(e) Declarant's option to repurchase granted herein with respect to any particular Residence and Lot shall automatically terminate upon the expiration of the last applicable statute of limitations applicable to any construction or warranty claim governing such Residence and Lot including all applicable tolling periods.

(f) If any provisions of this subsection conflict with any enforceable provisions of a real estate purchase contract between Declarant and the current Owner of a Residence, the enforceable provisions of such real estate purchase contract shall prevail as to such Owner.

20.6 Amendment Requires Consent of Declarant. Notwithstanding any other provision of this Declaration, this Article and its subsections may not be amended except with the prior written consent of the Declarant.

ARTICLE 21
GENERAL PROVISIONS

21.1 Enforcement. Either the Association or any Owner shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations, and the right to recover damages for such violation; provided, however, that the Association shall have the exclusive right to enforce assessment liens. The Association or any Member shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles, Bylaws, or Association Rules, and any amendments thereto. Failure by the Association, Declarant, or by any Member to enforce any covenant, condition, or restriction

herein contained, or the Articles and the Bylaws, in any certain instance or on any particular occasion, shall not be deemed a waiver of such right on any such future breach of the same covenant, condition or restriction.

21.2 Not a Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

21.3 Severability. Notwithstanding invalidation of any one of these covenants, conditions or restrictions by judgment or court order, all other provisions hereof shall remain in full force and effect.

21.4 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of residential units on the Property and for the maintenance of the Property and the Common Areas and Facilities. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

21.5 Singular Includes Plural. Whenever the context of this Declaration requires, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine and neuter.

21.6 Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenants, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association or any Member. Such remedy shall be deemed cumulative and not exclusive.

21.7 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE SUBDIVISION THAT THE DECLARANT, ASSOCIATION, AND THE BOARD OF DIRECTORS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE SUBDIVISION AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SUBDIVISION.

21.8 Attorneys' Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected by special or individual assessment against the subject Owner(s) or Lot(s).

21.9 Notices. Any notice to be given to an Owner or Mortgagee or mortgage servicing contractor under the provisions of this Declaration shall be in writing and may be delivered as follows:

a. Notice to an Owner shall be deemed to have been properly delivered when delivered personally, sent by fax or email, or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice or, if no such address shall have been furnished, then to the street address of such Owner's Lot. Any notice sent by fax or email shall be deemed delivered the earlier of twenty-four (24) hours after being sent or confirmed receipt. Any notice deposited in the mail shall be deemed delivered the earlier of forty-eight (48) hours after such deposit or upon confirmed receipt. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners, on behalf of all co-Owners, and shall be deemed delivered on all such co-Owners.

b. Notice to a Mortgagee or its mortgage servicing contractor shall be deemed to have been properly delivered when placed in the first class United States mail, postage prepaid, to the address furnished to the Association by such Mortgagee or such contractor for the purposes of notice.

21.10 Effect of Declaration. This Declaration is made with the intent to establish a general scheme for the use, occupancy and enjoyment of the Property and each and every Lot and portion thereof. Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

21.11 Personal Covenant. To the extent the acceptance of a conveyance of a Lot creates a personal covenant between the Owner of such Lot and the Association or other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

21.12 Non-liability of Officials. To the fullest extent permitted by law, neither the Declarant, the Board, nor any other committee of the Association or any member of such Board or committee shall be liable to any Member or the Association 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, omission, error, negligence or the like made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

IN WITNESS WHEREOF, the Declarant has adopted this Declaration of Covenants, Conditions, and Restrictions for Renaissance Place on the 15 day of January, 2020.

RENAISSANCE PLACE TOWN HOMES, LLC
A UTAH LIMITED LIABILITY COMPANY

By: DMD 2019, LLC
a Utah Limited Liability Company
Its Member

BY: _____
Name: Dave Scoville
Title: Managing Member of DMD 2019, LLC

STATE OF UTAH)
) SS:
COUNTY OF UTAH)

On the 15 day of January, 2020, the foregoing did execute this document who by me being duly sworn, did represent that he/she is the Managing Member of DMD 2019, LLC, a Utah limited liability company.

_____
Notary Public

BETHANNIE ANDERSON
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 693568
COMM. EXP. 03-19-2021

EXHIBIT A
LEGAL DESCRIPTION

RENAISSANCE PLACE TOWNHOMES

BEGINNING AT A POINT WHICH LIES S01°09'19"W 1523.00 FEET AND EAST 347.12 FEET FROM THE NORTHWEST CORNER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S00°01'14"E 45.15 FEET; THENCE S01°45'00"W 232.49 FEET; THENCE S89°34'10"E 648.70 FEET; THENCE S88°30'45"E 26.05 FEET; THENCE NORTH 281.78 FEET; THENCE N89°53'18"W 667.64 FEET TO THE POINT OF BEGINNING.
CONTAINS 4.30 ACRES OF LAND.

EXHIBIT B
Bylaws

BYLAWS
OF
RENAISSANCE PLACE TOWNHOMES OWNERS' ASSOCIAION
UTAH COUNTY, UTAH

THESE BYLAWS OF RENAISSANCE PLACE TOWNHOMES OWNERS' ASSOCIATION are effective upon recording in the Utah County Recorder's Office pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act.

RECITALS

1. Capitalized terms in these Bylaws are defined in Article I of THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS, FOR RENAISSANCE PLACE ("Declaration").

2. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Lot Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I
DEFINITIONS

Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have the same meanings when used in these Bylaws.

1.1 "Board Member" means a member of the Board of Directors.

ARTICLE II
APPLICATION

All present and future Lot Owners, tenants, or any other persons who may use the facilities at Renaissance Place in any manner are subject to these Bylaws. The mere acquisition or rental of any of the Lots or parts thereof, or the mere act of occupancy or use of any said Lots or part thereof or the Common Areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons. These Bylaws govern the management of the business and the conduct of the affairs of the Association II except as otherwise provided by statute, the Declaration, or the Articles of Incorporation. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall govern.

ARTICLES III
MEMBERS

3.1 Annual Meetings. The annual meeting of the Members shall be held each year in January on a day and at a time established by the Board of Directors. The purpose of the annual meeting is to elect Board Members and transact such other business as may come before the meeting. If the election of Board Members cannot be held at the annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held either at a special meeting of the Members to be convened as soon thereafter as may be convenient or at the next annual meeting of the Members. The Board of Directors may from time to time by resolution change the date and time for the annual meeting of the Members.

3.2 Special Meetings. Special meetings of the Members may be called by a majority of the Board of Directors, the President, or upon the written request of Members holding not less than 25% of the voting interests of the Association. Any written request for a special meeting presented by the Members shall be delivered to the President and shall include the original signature of each Member affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within 20 days of receipt of the request. In case of failure to call such meeting within twenty (20) days after such request, such members may call the same. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association.

3.3 Place of Meetings. The Board of Directors may designate any place in Utah County, State of Utah reasonably convenient for the Members of the Association as the place of meeting for any annual or special meeting called by the Board of Directors. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association, which shall be the home of the current president. A waiver of notice signed by all of the members of the Association may designate any place, within the State of Utah, as the place for holding such meeting.

3.4 Notice of Meetings of the Members. The Board of Directors shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Members. Such written or printed notice shall be delivered to each Member of record entitled to vote at such meeting not more than sixty (60) nor less than 15 days prior to the meeting. Such notice may be emailed, hand-delivered, or mailed. If emailed, such notice shall be deemed delivered when sent to the Member's email address registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at the Member's address registered with the Association, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current email address and mailing address for purposes of notice hereunder. Such registered email and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Lot address shall be deemed to be the Member's registered address. An Owner may opt out of receiving notices from the Association via email by giving written notice to the President or manager that he/she will not accept notices by way of email.

3.5 Qualified Voters. A Member shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she has fully paid his or her share of any Assessments (together with any interest and/or late fees) prior to the commencement of the meeting.

3.6 Record Date for Notice Purposes. Upon purchasing a Unit in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Board may designate a record date, which shall be no more than sixty (60) and no less than ten (10) days prior to the meeting. If

no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting.

3.7 Quorum. At any meeting of the Members, the presence of Members and holders of proxies entitled to cast more than fifty percent (50%) of the voting interests of the Association shall constitute a quorum for the transaction of business. If however, such quorum shall not be present or represented at any meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting and reschedule for a time no earlier than twenty-four (24) hours, nor later than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an oral announcement at the meeting to be rescheduled. The presence of Members and holders of proxies entitled to cast more than ten percent (10%) of the voting interests of the Association shall constitute a quorum for the transaction of business at the rescheduled meeting.

3.8 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member or by the Member's attorney when duly authorized in writing. If a Lot is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Lot or the Members' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall be dated, set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Such instrument shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting. The notice of meeting and/or the proxy form provided with any notice of meeting may also provide a deadline to return proxies, after which time further proxies will not be received.

3.9 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such Member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. The Association shall have two (2) classes of voting membership, Class "A" and Class "B," as follows:

a. Class "A" Members shall be all Owners with the exception of Class "B" membership, if any. Class "A" Membership shall be entitled to one (1) vote for each Lot such Member owns. When more than one person owns a portion of the interest in a Lot, each such person shall be a Member, but the vote for such Lot shall be exercised as they among themselves determine. Absent any other agreement among co-Owners of a single Lot, (i) a single co-Owner appearing at an Association meeting will be entitled to cast the one vote for the Lot, and (ii) if multiple co-Owners appear at an Association meeting, each Co-Owner will have a pro rata fractional vote based upon the ownership interests of the co-Owners appearing at such meeting. In no event shall more than one vote be cast with respect to any single Lot. The Association shall not

be required to recognize the vote or written consent of any co-Owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association.

b. The Class "B" Member shall be the Declarant. In all matters requiring a vote, the Class "B" membership shall receive one hundred (100) votes for each recorded Lot owned by Declarant and one hundred (100) votes for each acre of property owned by Declarant within the Project but not yet depicted on a recorded Plat.

3.10 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Members present, and in the decision and votes of the Board of Directors or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Board of Directors. The presence of a Lot Owner in person at any meeting of the Lot Owners shall be deemed a waiver on any notice requirements.

3.11 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Members such that the vote would have passed if all of Association Members had been in attendance at a regularly called meeting. In addition, the Board may obtain approvals and conduct business through mail or email/electronic ballots. The ballot must set forth each proposed action and provide the option of voting for or against each proposed action with the requisite number of members approving the action that would be necessary to authorize or take the action at a meeting at which all members entitled to vote on the action were present and voted. The ballot must specify the period during which the Association shall accept written ballots for counting. Following this period, the Association shall provide notice of whether such action was or was not approved. An Owner may revoke a prior consent if the revocation is provided to the Board in writing and is received by the Board prior to the effectiveness of the action taken, as provided for in this Section.

ARTICLE IV
BOARD OF DIRECTORS

4.1. General Powers. The property, affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors may exercise all of the powers of the Association, whether derived from the Act, the Declaration or these Bylaws, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Members. The Board of Directors shall, among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, provide the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Project and its administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all members at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with generally accepted accounting principles. The Board of Directors may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

4.2. Number, Tenure, and Qualifications. The Board of Directors shall be composed of three (3) persons. Prior to the Turnover Date, the Declarant shall appoint the members of the Board of Directors. After the Turnover Date, each member of the Board of Directors shall be an Owner or an Owners' spouse or significant other that resides with Owner in the Residence. After the Turnover Date, only one member of a single household can be a member of the Board at any one time except that, if there are insufficient Owners or Owners' spouses or significant others that are willing to serve on the Board, then other residents within the Project may serve on the Board. Each Board Member shall hold his or her position for two (2) years or until his or her successor shall have been chosen and qualified, or until his or her death, or until his or her resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs.

4.3. Advisory Board Members. Prior to the Turnover Date, the Declarant and/or Board may identify an owner or owners to be advisory members of the Board and participate in Board meetings and activities. Advisory members shall not vote

4.4. Regular Meetings. The Board of Directors shall hold regular meetings at least annually, at the discretion of the Board of Directors. The Board of Directors may designate any place in Utah County, Utah as the place of meeting for any regular meeting called by the Board of Directors. Meetings may also be held with Board Members appearing telephonically so long as any Board Member appearing telephonically consents to such appearance. If no designation is made, the place of the meeting shall be at the clubhouse located in the Project.

4.5. Special Meetings. Special meetings of the Board of Directors may be called by the President, Vice President, or a majority of the Board Members on at least five (5) days prior notice to each Board Member. Each Member of the Board of Directors shall provide an email address to the other Board Members and agrees to accept notice of all meetings of the Board via said email address. The person or persons authorized to call special meetings of the Board of Directors may fix any place, within Utah County, as the place for holding the meeting. Notice shall be given personally, by regular U.S. Mail at such Board Member's registered address, by email, or by telephone. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Board Member may waive notice of a meeting.

4.6. Notice to Owners of Meetings of the Board of Directors. The Board of Directors shall cause written notice of the date, time, and place for all meetings of the Board of Directors to be sent via email to each Owner who has requested such notice. Such written notice shall be delivered no less than 48 hours prior to the meeting except that, when a meeting is called to address an emergency and each member of the Board of Directors receives less than 48-hours' notice of the meeting, such Owners shall receive notice equal to that received by the members of the Board of Directors. Notice to Owners under this Section 4.5 shall be sent via email and shall be deemed delivered when sent to the Owner's email address registered with the Association. Such registered email may be changed from time to time by notice in writing to the Association. If members of the Board of Directors may attend the meeting by electronic means, notice to the Owners shall include information necessary to allow the Owner to attend by electronic means. For the purposes of this Section 4.5, a meeting of the Board of Directors shall mean a gathering of the Board of Directors, whether in person or by electronic means, at which the Board can take binding action.

4.7. Meetings of the Board of Directors Open to Owners. Each meeting of the Board of

Directors shall be open to each Owner except that the Board of Directors may close a meeting to consult with an attorney for the purpose of obtaining legal advice; discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; discuss a personnel matter; discuss a matter relating to contract negotiation, including review of a bid or proposal; discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or discuss a delinquent assessment or fine. At each meeting of the Board of Directors, each Owner shall be provided a reasonable opportunity to offer comments; the Board of Directors may limit comments of the Owners to a specific time period during the meeting. For the purposes of this Section 4.6, a meeting of the Board of Directors shall mean a gathering of the Board of Directors, whether in person or by electronic means, at which the Board can take binding action.

4.8. Quorum and Manner of Action. A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided to the Board Members shall be the act of the Board of Directors. The Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

4.9. Compensation. No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore.

4.10. Resignation and Removal. A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Board Member may be removed at any time, with or without cause, at a special meeting of the Members duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the voting interests of the Association. A Board Member may also be removed by the affirmative vote of a majority of the other Board Members if he or she, in any twelve (12) month period, misses either three (3) consecutive or seventy-five percent (75%) of the regularly scheduled Board of Directors meetings.

4.11. Vacancies and Newly Created Board Memberships.

a. Before the Turnover Date, the Declarant shall appoint a new Board member to fill any vacancy in the Board.

b. After the Turnover Date, the following provisions shall apply: If vacancies shall occur in the Board of Directors by reason of the death, resignation, disqualification, or removal of a Board Member as provided in Section 4.9, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board of Directors occurring by reason of removal of a Board Member by the Members may be filled by election by the Members at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his or her predecessor.

4.12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Board Member may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member at any meeting thereof shall be a waiver of notice by that Board Member of the time, place, and purpose thereof.

4.13. Adjournment. The Board of Directors may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.14. Nomination and Election of Board Members after the Turnover Date. After the Turnover Date, nomination for election to the Board of Directors shall be made by the Members of the Association by petition filed with the secretary of the Association prior to or at the Annual Meeting. Nominations may also be made from the floor at the annual meeting of Members. Members of the Board shall be elected either by a voice vote or by secret written ballot. Association Members or their proxies shall vote in accordance with the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. No two Board Members shall be related by blood or marriage nor shall any Board Member share joint ownership in a Unit with another Board Member.

4.15. Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board. Further, a manager or Director may set forth a reasonable deadline for a response to a proposed action, whereby a non-response becomes an affirmative vote by the non-responsive Director.

ARTICLE V
OFFICERS

5.1. Officers. The officers of the Association shall be a President, a Secretary, and a Treasurer, and such other officers as may from time to time be appointed by the Board of Directors. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

5.2. Election Tenure and Qualifications. The initial officers shall be determined by the Declarant. Thereafter, the officers of the Association shall be chosen by the Board of Directors annually at the first regular meeting of the Board of Directors following the annual meeting of the Members. Officers who are also members of the Board of Directors shall serve for a term equal to their term as a Director. Officers who are not also members of the Board shall serve for a term determined by the Board. In the event of failure to choose officers at such regular meeting of the Board of Directors, officers may be chosen at any regular or special meeting of the Board of Directors. Each such officer (whether chosen at a regular meeting of the Board of Directors or otherwise) shall hold such office at least until the next ensuing regular meeting of the Board of Directors and until a successor has been chosen and qualified, or until such officer's death, or until

resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. The President, Vice President (if any), Secretary, and Treasurer may be, but are not required to be, Board Members of the Association.

5.3. Subordinate Officers. The Board of Directors may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine. Subordinate officers need not be Board Members of the Association.

5.4. Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Board Member or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board of Directors at any time, with or without cause.

5.5. Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Directors at any regular or special meeting.

5.6. The President. The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Directors and at meetings of the Members. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board of Directors. Prior to the Turnover Date, the President may delegate some or all of his or her powers and authority to another officer of the Association.

5.7. The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board of Directors may require such person to keep. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act.

5.8. The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Members and at any meeting of the Board of Directors. The Treasurer shall perform such other duties as required by the Board of Directors. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant these Bylaws.

5.9. Compensation. No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board of Directors.

ARTICLE VI
COMMITTEES

6.1. Designation of Committees. The Board of Directors may from time to time by resolution designate committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers ("Committee" for purposes of this Article). The membership of each such Committee designated hereunder shall include at least one (1) Board Member ("Committee Member" for purposes of this Article). No Committee Member shall receive compensation for services rendered to the Association as a Committee Member; provided, however, that the Committee Member may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent that such expenses are approved by the Board of Directors. A Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board of Directors in a written resolution. The Board of Directors may terminate any Committee at any time.

6.2. Proceeding of Committees. Each Committee designated hereunder by the Board of Directors may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such Committee may from time to time determine. Each such Committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Directors.

6.3. Quorum and Manner of Acting. At each meeting of any Committee designated hereunder by the Board of Directors, the presence of Committee Members constituting at least a majority of the authorized membership of such Committee, but in no event less than two (2) Committee Members, shall constitute a quorum for the transaction of business, and the act of a majority of the Committee Members present at any meeting at which a quorum is present shall be the act of such Committee. Any Committee Members designated by the Board of Directors hereunder shall act only as a Committee, and the individual Committee Members thereof shall have no powers as such. A Committee may exercise the authority granted by the Board of Directors.

6.4. Resignation and Removal. Any Committee Member designated hereunder by the Board of Directors may resign at any time by delivering a written resignation to the President, the Board of Directors, or the presiding officer of such Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Directors may at any time, with or without cause, remove any Committee Member designated by it thereunder.

6.5. Vacancies. If any vacancy shall occur in any Committee designated by the Board of Directors due to disqualification, death, resignation, removal, or otherwise, the remaining Committee Members shall, until the filling of such vacancy by the Board of Directors, constitute the then total authorized membership of the Committee and, provided that two (2) or more Committee Members are remaining, may continue to act. Such vacancy may be filled at any

meeting of the Board of Directors.

ARTICLE VII
RECORDS, AUDITS, AND FISCAL YEAR

The Association shall maintain within the State of Utah all documents, information, and other records of the Association in accordance with the Declaration, these Bylaws, and the Utah Revised Nonprofit Corporation Act in the manner prescribed by a resolution adopted by the Board of Directors.

7.1. General Records. The Board of Directors or managing agent for the Association shall keep records of the actions of the Board of Directors and managing agent or manager; minutes of the meetings of the Board of Directors; minutes of the Member meetings of the Association, and financial records of the receipts and expenditures affecting the Property.

7.2. Financial Reports and Audits.

a. An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be made available by the Board of Directors to all Owners and to all First Mortgagees of Lots who have requested notice of certain matters from the Association in accordance with this Declaration ("Eligible Mortgagee" for purposes of this Article).

b. From time to time the Board of Directors, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners. At any reasonable time, any Owner may, at such Owner's own expense, cause an audit or inspection to be made of the books and records of the Association.

7.3. Inspection of Records by Owners. Except as provided in Section 8.4 below, all records of the Association shall be reasonably available for examination by an Owner and any Eligible Mortgagee of a Lot pursuant to Rules adopted by resolution of the Board of Directors. The Board, by resolution, may adopt reasonable Rules governing the frequency, time, location, notice and manner of examination and duplication of Association Records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred in relation to furnishing the information. It is a violation of these Bylaws for an Owner to obtain Association records by means of a records request made in bad faith or for an improper purpose. It is further a violation of these Bylaws for an Owner to obtain records by request and then to use such records in a manner that is inconsistent with his or her stated purpose for obtaining such records.

7.4. Records Not Subject to Inspection. Prior to inspection from an Owner or a third party, the Association may redact from Association records social security numbers, bank account numbers, or any communication subject to attorney-client privilege

7.5. Investment. Association funds may only be deposited into institutions that are federally insured. The Board may deposit Association funds into savings accounts, money market accounts, or purchase certificates of deposits. Other investment options that may pose additional risks must be approved by at least 51% of the total membership prior to the investment.

ARTICLE VIII
RULES AND REGULATIONS

8.1. Establishment of Rules and Regulations. The Board of Directors shall have the authority to adopt and establish by resolution such Project management and operational Rules and Regulations as it may deem necessary for the maintenance, operation, management, and control of the Project.

8.2. Amendment. The Board of Directors may from time to time, by resolution, alter, amend, and repeal such Rules and Regulations.

8.3. Enforcement. Owners shall use their best efforts to see that the Rules and Regulations are strictly observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such Rules and Regulations shall apply and be binding upon all Lot Owners of the Project.

8.4. Copies of Rules. After the Turnover Date, copies of all Rules and Regulations and resolutions newly adopted by the Board of Directors shall be sent to all Lot Owners at least ten (10) days prior to the effective date thereof.

ARTICLE IX
AMENDMENTS

9.1 Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, at all times on or prior to the Turnover Date, these Bylaws may be amended, altered or modified by an amending document approved and signed by the Declarant. No other Members will be required to approve such amendment

9.2 Except as otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, after the Turnover Date, these Bylaws may be amended, modified, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of not less than sixty-seven percent (67%) of the total votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (a) the amended, modified, repealed, or new bylaws, (b) the number of votes cast in favor of such action, and (c) the total votes of the Association, shall have been executed and verified by the current president of the Association and recorded in the office of the County Recorder of Utah County.

ARTICLE X
MISCELLANEOUS PROVISIONS

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

10.2. Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

10.3. Conflicts. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

EXECUTED this 15 day of January, 2020.

RENAISSANCE PLACE TOWN HOMES, LLC
A UTAH LIMITED LIABILITY COMPANY

By: DMD 2019, LLC
a Utah Limited Liability Company
Its Member

BY: _____
Name: Dave Scoville
Title: Managing Member of DMD 2019, LLC

STATE OF UTAH)
) SS:
COUNTY OF UTAH)

On the 15 day of January, 2020, the foregoing did execute this document who by me being duly sworn, did represent that he/she is the Managing Member of DMD 2019, LLC, a Utah limited liability company.

_____
Notary Public

BETHANNIE ANDERSON
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 693568
COMM. EXP. 03-19-2021

ORDINANCE NO. __

ROLL CALL

VOTING	YES	NO	ABSENT	ABSTAIN
MIKE MENDENHALL Mayor *(votes only in case of tie)*				
CHAD ARGYLE *Councilmember*				
STACY BECK *Councilmember*				
BRANDON B. GORDON *Councilmember*				
SHANE MARSHALL *Councilmember*				
KEVIN OYLER *Councilmember*				

I MOVE this ordinance be adopted: Councilmember _____

I SECOND the foregoing motion: Councilmember _____

ORDINANCE No. __

ORDINANCE ADOPTING TITLE 15, PART 3, CHAPTER 28, OF THE SPANISH FORK MUNICIPAL CODE PERTAINING TO AGRICULTURE PROTECTION AREAS

WHEREAS Spanish Fork City ("City") recognizes the importance of preserving agricultural property where appropriate;

WHEREAS Title 17, Chapter 41, of the Utah Code allows the City Council, as the legislative body, to create agriculture protection areas;

WHEREAS the Utah Court of Appeals has held that the local legislative body has discretion whether to "approve, modify and approve, or reject"

proposed agriculture protection areas, *Farley v. Utah County*, 2019 UT App 45, 440 P.3d 856 (Utah Ct. App. 2019); and

WHEREAS the City Council finds that the proposed ordinance will further the public health, safety, and general welfare of Spanish Fork residents by allowing the creation of agriculture protection areas in appropriate areas while allowing for the exclusion of certain areas master planned for parks, road or utility corridors, and areas of commercial importance;

NOW, THEREFORE, be it ordained by the Spanish Fork City Council as follows:

Section 1. Amendment of Municipal Code. The Spanish Fork Municipal Code is hereby amended as shown in Exhibit A, attached hereto and incorporated herein, to enact a new chapter, 15.3.28, Agriculture Protection Areas.

Section 2. Effective Date**.** This ordinance shall be effective twenty days after passage and publication.

DATED: _____, 2022.

_____
MIKE MENDENHALL, Mayor

ATTEST:

_____
Tara Silver, City Recorder

EXHIBIT A

AMENDMENT OF THE MUNICIPAL CODE

PART 3 COMPREHENSIVE ZONING ORDINANCE
15.3.04 Purpose And Applicability
15.3.08 Administration
15.3.12 Zoning Districts
15.3.16 Zoning District Regulations
15.3.20 Overlay District Regulations
15.3.24 General Development Standards
15.3.28 Agriculture Protection Areas

15.3.28 Agriculture Protection Areas

15.3.28.010 Definitions
15.3.28.020 Proposal for Creation of Agriculture Protection Area
15.3.28.030 Area Requirements
15.3.28.040 Notice Requirements
15.3.28.050 Review of Proposal
15.3.28.060 Public Hearing
15.3.28.070 Evaluation Criteria
15.3.28.080 Adding Land to an Agriculture Protection Area
15.3.28.090 Removing Land from an Agriculture Protection Area
15.3.28.100 Review of Agriculture Protection Areas

15.3.28.010 Definitions

For the purposes of this Chapter, the following words and phrases shall have the meanings respectively ascribed to them below:

"Advisory Board" means the Utah County Agriculture Protection Area Advisory Board.

"Agriculture production" means production for commercial purposes of crops, livestock, and livestock products.

"Agriculture production" includes the processing or retail marketing of any crops, livestock, and livestock products when more than 50% of the processed or merchandised products are produced by the farm operator.

"Agriculture protection area" means a geographic area within Spanish Fork City created under the authority of Chapter 41, Title 17, Utah Code Annotated, 1953 as amended, and of this Chapter, that is granted the specific legal protections contained in Chapter 41, Title 17, Utah Code Annotated, 1953 as amended.

"Contiguous" means touching along a common side or so close in proximity as to be separated only by the width of a road, canal, railroad track, easement, or similar right-of-way.

"Crops, livestock, and livestock products" includes: (1) land devoted to the raising of useful plants and animals with a reasonable expectation of profit, including: (A) forages and sod crops; (B) grains and feed crops; (C) livestock as defined in Subsection 59-2-102(20), Utah Code Annotated, 1953, as amended; (D) trees and fruits; or (E) vegetables, nursery, floral and ornamental stock; or (2) land devoted to and meeting the requirements and qualifications for payments or other compensation under a crop-land retirement program with an agency of the state or federal government.

"Planning Commission" means the Spanish Fork Planning Commission.

"Political subdivision" means a county, city, town, school district, or special district.

"Proposal sponsors" means the owners of land in agricultural production who are sponsoring the proposal for creating an agriculture protection area.

"State agency" means each department, commission, board, council, agency, institution, officer, corporation, fund, division, office, committee, authority, laboratory, library, unit, bureau, panel, or other administrative unit of the state.

"Unincorporated" means not within a city or town.

15.3.28.020 Proposal for Creation of Agriculture Protection Area

A. A proposal to create an agriculture protection area or an amendment to an existing agriculture protection area within Spanish Fork City may be filed with the City Council by completing the standard forms adopted by the City Council and by filing said forms in the Community Development office.

B.

1. To be accepted for processing by the City Council, a proposal under Subsection (A) shall be signed by a majority in number of all owners of real property and the owners of a majority of the land area in agricultural production within the proposed agriculture protection area.
2. For the purpose of Subsection (B)(1), the owners of real property shall be determined by the records of the County Recorder.
3. The Community Development Director or designee shall accept and process such forms only if they are properly completed and accompanied by the filing fee. The filing fee is set forth in the adopted Fee Schedule.
4. The proposal shall contain the following information:
    a. the boundaries of the land proposed to become part of an agriculture protection area;
    b. any limits on the types of agriculture production to be allowed within the agriculture protection area; and
    c. for each parcel of land:

(1) the names of the owners of record of the land proposed to be included within the agriculture protection area;
(2) the tax parcel number or account number identifying each parcel; and
(3) the number of acres of each parcel.

d. An agriculture protection area may include within its boundaries land used for a roadway, dwelling site, park, or other nonagricultural use, if that land constitutes a minority of the total acreage within the agriculture protection area.

15.3.28.030 Area Requirements

In accordance with Section 17-41-301, Utah Code Annotated, 1953, as amended, the minimum number of contiguous acres that must be included in an agriculture protection area within the City is hereby established as forty (40) acres. Creation of an agriculture protection area shall not impair the ability of land within the area to obtain the benefits of Title 59, Chapter 2, Part 5, Farmland Assessment Act. The eligibility of land for the benefits of Title 59, Chapter 2, Part 5, Farmland Assessment Act, shall be determined exclusively by the provisions of that act, notwithstanding the land's location within an agriculture protection area.

15.3.28.040 Notice Requirements

A. The City Council or staff shall provide notice of the proposal for an agriculture protection area within the City by:
   1. Posting notice on the Utah Public Notice Website created in Section 63A-16-601 of the Utah Code, as amended;
   2. Posting notice at five public places, within or near the proposed agriculture protection area; and
   3. Mailing written notice to each owner of land within 1,000 feet of the land proposed for inclusion within the agriculture protection area.

B. The notice shall contain:
   1. A statement that a proposal for the creation of an agriculture protection area has been filed with the City Council;
   2. A statement that the proposal will be open to public inspection in the office of the City Council;
   3. A statement that any person or entity affected by establishment of the area may, within 15 days of the date of the notice, file with the City Council written objections to the proposal or a written request to modify the proposal to exclude land from or add land to the proposed agriculture protection area;
   4. A statement that the City Council will submit the proposal to the Advisory Board and to the Planning Commission for review and recommendations; and
   5. A statement that the City Council will hold a public hearing to discuss and hear public comment on:
      a. the proposal to create the agriculture protection area;
      b. the recommendations of the Advisory Board and Planning Commission; and

c. any requests for modification of the proposal and any objections to the proposal; and

6. A statement indicating the date, time, and place of the public hearing.

C. A person wishing to modify the proposal for the creation of the agriculture protection area, within 15 days after the date of the notice, shall file a written request for modification of the proposal, which identifies specifically the land that should be added to or removed from the proposal.

D. Any person wishing to object to the proposal for the creation of the agriculture protection area, within 15 days after the date of the notice, shall file a written objection to the creation of the agriculture protection area.

15.3.28.050 Review of Proposal

A. After 15 days from the date of the notice, the City Council shall refer the proposal and any objections and proposed modifications to the proposal to the Advisory Board and Planning Commission for their review, comments, and recommendations.

B. Within 45 days after receipt of the proposal, the Planning Commission shall submit a written report to the City Council that:
   1. analyzes and evaluates the effect of the creation of the proposed area on the City's planning policies and objectives;
   2. analyzes and evaluates the proposal by applying the criteria contained in Section 15.3.28.070, Evaluation Criteria.
   3. recommends any modifications to the land to be included in the proposed agriculture protection area;
   4. analyzes and evaluates any objections to the proposal; and
   5. includes a recommendation to the City Council either to accept, accept and modify, or reject the proposal.

C. Within 45 days after receipt of the proposal, the Advisory Board shall submit a written report to the City Council that:
   1. recommends any modifications to the land to be included in the proposed agriculture protection area;
   2. analyzes and evaluates the proposal by applying the criteria contained in Section 15.3.28.070, Evaluation Criteria;
   3. analyzes and evaluates any objections to the proposal; and
   4. includes a recommendation to the City Council either to accept, accept and modify, or reject the proposal.

D. The City Council shall consider a failure of the Planning Commission or Advisory Board to submit a written report within the 45 days under Subsections (b) and (c) as a recommendation of that committee to approve the proposal as submitted.

15.3.28.060 Public Hearing

A. After receipt of the written reports from the Advisory Board and Planning Commission, or after the 45 days has expired, whichever is earlier, the City Council shall:
   1. Schedule a public hearing;

2. Provide notice of the public hearing by:
    a. Posting notice on the Utah Public Notice Website created in Section 63A-16-601 of the Utah Code, as amended; and
    b. Posting notice at five public places, within or near the proposed agriculture protection area; and
    c. Mailing written notice to each owner of land within 1,000 feet of the land proposed for inclusion within the agriculture protection area; and
3. Ensure that the notice includes:
    a. the time, date, and place of the public hearing on the proposal;
    b. a description of the proposed agriculture protection area;
    c. any proposed modifications to the proposed agriculture protection area;
    d. a summary of the recommendations of the Advisory Board and Planning Commission; and
    e. a statement that interested persons may appear at the public hearing and speak in favor of or against the proposal, any proposed modifications to the proposal, or the recommendations of the Advisory Board and Planning Commission.

B. The City Council shall:
    1. convene the public hearing at the time, date, and place specified in the notice; and
    2. take verbal or written testimony from interested persons.
C. Within 120 days of the submission of the proposal, the City Council shall approve, modify and approve, or reject the proposal.
D. The creation of an agriculture protection area is effective at the earlier of:
    1. the City Council's approval of a proposal or modified proposal; or
    2. 120 days after submission of a proposal complying with this chapter, if the City Council has failed to approve or reject the proposal within that time.
E. To give constructive notice of the existence of the agriculture protection area to all persons who have, may acquire, or may seek to acquire an interest in land in or adjacent to the agriculture protection area, within 10 days of the creation of an agriculture protection area, the City Council shall file an executed document containing a legal description of the agriculture protection area with:
    1. the County Recorder; and
    2. the Planning Commission.
F. Within ten days of the recording of the agriculture protection area, the City Council or designee shall send written notification to the Commissioner of Agriculture and Food that the agriculture protection area has been created, and include in the notification the following:
    1. the number of landowners owning land within the agriculture protection area;
    2. the total acreage of the area;
    3. the date of approval of the area; and
    4. the date of recording.

G. Failure by the City Council or designee to record the notice required under Subsection (e) does not invalidate the creation of an agriculture protection area.
H. The City Council may consider the cost of recording notice under Subsection (E), the cost of sending notification under Subsection (F), and all other estimated costs in establishing a fee under Subsection 15.3.28.020, Proposal for Creation of Agriculture Protection Area.

15.3.28.070 Evaluation Criteria

In evaluating a proposal and in determining whether or not to create or recommend the creation of an agriculture protection area, the Advisory Board, Planning Commission, and City Council shall apply the following criteria:

A. Whether or not the land is currently being used for agriculture production;
B. Whether or not the land is zoned for agriculture use;
C. Whether or not the land is viable for agricultural production;
D. The extent and nature of existing or proposed farm improvements;
E. Anticipated trends in agricultural and technological conditions; and
F. Whether the land contains land planned by the City or another political subdivision or state agency for a roadway, park, utility corridor, or commercial development as determined by the official maps of the City or other political subdivision or state agency. Such areas may be excluded from the agriculture protection area.

15.3.28.080 Adding Land to an Agriculture Protection Area

A. Any owner may add land to an existing agriculture protection area within the City by:
    1. Filing a proposal with the City Council through the Community Development Department; and
    2. Obtaining the approval of the City Council for the addition of the land to the area.
B. The City Council shall comply with the provisions for creating an agriculture protection area in determining whether or not to accept the proposal.

15.3.28.090 Removing Land from an Agriculture Protection Area

A. An owner may remove land from an agriculture protection area within the City by filing a petition for removal of the land from the agriculture protection area with the City Council through the Community Development Department.
B. The City Council:
    1. Shall grant the petition for removal of land from an agriculture protection area even if removal of the land would result in an agriculture protection area of less than the number of acres established by the City Council as the minimum under Section 15.3.28.030, Area Requirements;
    2. To give constructive notice of the removal to all persons who have, may acquire, or may seek to acquire an interest in land in or adjacent to the agriculture protection area and the land removed from the agriculture protection area, shall file a legal description of the revised boundaries of the agriculture protection area with the County Recorder and the Planning Commission; and

3. May not charge a fee in connection with a petition to remove land from an agriculture protection area.

C. The remaining land in the agriculture protection area is still an agriculture protection area.

15.3.28.100 Review of Agriculture Protection Areas

A. For the purposes of this Section, the term "calendar year" means the period from January 1 to December 31, inclusive.

B. The City Council shall perform an initial review of any agriculture protection area created under the authority of this Chapter in the 20th calendar year after it is created to determine whether the agriculture protection area should be continued, modified, or terminated.

C. To assist the City Council in its review, the City Council may:
   1. request the Planning Commission and Advisory Board to submit recommendations about whether the agriculture protection area should be continued, modified, or terminated;
   2. at least 120 days before the end of the 20th calendar year, hold a public hearing to discuss whether the agriculture protection area should be continued, modified, or terminated;
   3. give notice of the hearing using the same procedure required by Section 15.3.28.040 Notice Requirements; and
   4. after the public hearing, continue, modify, or terminate the agriculture protection area.

D. If the City Council modifies or terminates the agriculture protection area, it shall file an executed document containing the legal description of the agriculture protection area with the County Recorder.

E. If the City Council determines after that initial review that the agricultural protection area should be continued or otherwise fails to affirmatively continue, modify, or terminate the agriculture protection area in the 20th calendar year, then the agriculture protection area is considered to be reauthorized for another 20 years.

PROPOSED - DRAFT

TITLE 15 LAND USE

PART 5 ENVIRONMENTAL PROTECTION

15.5.04 General

Proposed 15.5.04.010 Purpose
Proposed 15.5.04.020 Environmental Authority
Proposed 15.5.04.030 Definitions
Proposed 15.5.04.040 Environmental Compliance
Proposed 15.5.04.050 Inspections and Enforcement
Proposed 15.5.04.060: Asbestos and Lead
Proposed 15.5.04.070: Diverting or Discharging of Groundwater

15.5.08 Phase I Environmental Site Assessments
Proposed 15.5.08.010 Phase I Environmental Assessment
Proposed 15.5.08.020 When a Phase I ESA is Required
Proposed 15.5.08.030 National Environmental Policy Act (NEPA)
Proposed 15.5.08.040 City Oversight

15.5.12 Phase II Environmental Site Investigation
Proposed 15.5.12.010 Phase II Environmental Site Investigation
Proposed 15.5.12.020 Constituents of Concern
Proposed 15.5.12.030 City Oversight
Proposed 15.5.12.040 Contaminant Release Reporting

15.5.16 Remediation and Mitigation
Proposed 15.5.16.010 Remediation and Mitigation
Proposed 15.5.16.020 City Oversight

15.5.20 Fees
Proposed 15.5.20.010 Costs
Proposed 15.5.20.020 Financial Assurance
Proposed 15.5.20.030 Responsible Party

15.5.04 General

15.5.04.010 Purpose

The purpose of Title 15 Part 5 of the Spanish Fork City Municipal Code is to protect life, human health and the environment of Spanish Fork City.

Municipal code *15.4.04.030 "Endangering Health Or Property Prohibited*", is reprinted here for convenience.

No subdivision shall be developed in the City which, in the opinion of the City Council, is incompatible to the health or well-being of the citizens of Spanish Fork and the future lot owners when the subdivision is completed.

Proposed 15.5.04.020 Environmental Authority

The Utah Department of Environmental Quality and the Environmental Health Division of the Utah County Health Department is authorized to prescribe such rules and regulations as it may deem necessary for the

protection of life, human health and the environment. Unless a matter is otherwise governed by a specific environmental ordinance adopted by Spanish Fork City, the rules and regulations of Utah County Health department shall be the environmental ordinances of Spanish Fork City. For the matters not governed by Spanish Fork City or Utah County, then the rules and regulations of the Utah Department of Environmental Quality and the United States Environmental Protection Agency shall be the environmental ordinances of Spanish Fork City or whichever rule is the more stringent, as allowed by federal and state law.

Proposed 15.5.04.030 Definitions

"Adjoining Properties": as defined by ASTM 1527-21 or current; specifically, any real *property* or *properties* the border of which is contiguous or partially contiguous with that of the *subject property*, or that would be contiguous or partially contiguous with that of the *subject property* but for a street, road, or other public thoroughfare separating them.

"Constituents of Concern": a wide array of biological, chemical and radioactive contaminants and compounds in any physical state which are regulated and listed with county, state and federal agencies.

"Environmental Professional": A person who meets the criteria and qualifications as set forth pursuant to 40 CFR 312.00, and as reprinted in Appendix X2 of the ASTM Standard E1527-21. Also a person who meets the criteria and qualifications for conducting environmental work beyond the Phase I Environmental Site Assessments as set forth by Utah Department of Environmental Quality and the United States Environmental Protection Agency.

"Hazardous Waste or Hazardous Substance": a constituent of concern, chemical, waste or contaminant in any form such as gas, vapor, liquid, fluid, solid, water or soil which is regulated or listed by the Utah County Health Department, the Utah Department of Environmental Quality, or the United States Environmental Protection Agency. A hazardous waste includes petroleum, petroleum by-products and other chemicals and biological hazards by definition.

Municipal code 8.36.010 is reprinted here for convenience

A. *It shall be unlawful for any person or entity to release, discharge, deposit, or cause to be released, discharged, or deposited any hazardous substance, material or waste upon or into any property or facility within the City or into any of the airways, watercourses, pipelines, or other means of conduit which may flow into the City.*
B. *"Hazardous Substance, Materials, or Waste" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human or animal health and safety or to the environment if released into the work place or environment.*
C. *"Hazardous Substance, Materials, or Waste" shall also include any substance declared hazardous by the Public Safety Director in an effort to protect the health and safety of the residents of the city.*

(Ord. No. 10-93, Enacted 12/15/1993)

Municipal code *8.36.020 Hazardous Materials Cleanup; Recovery Of The Costs, is reprinted here for convenience.*

A. *The city is authorized, but not required, to clean up or to abate the effects of any hazardous material, substance, or waste unlawfully released, discharged, or deposited upon or into any property, or facilities within the city, or into any of the airways, watercourses, pipelines or other means of conduit which flow into the city. The following described persons or entities shall be jointly and severally liable to the city for the payment of all costs incurred by the city as a result of such cleanup or abatement activity;*

1. *The person, persons, entity or entities whose negligent or willful act or omission proximately caused such release, discharge, or deposit;*
2. *The persons, persons, entity or entities who own or had custody or control of the hazardous material, substance or waste at the time of such release, discharge, or deposit, without regard to fault or proximate cause; and*
3. *The person, persons, entity or entities, who own or had custody or control of the container which held such hazardous material, substance or waste at the time or immediately prior to such release, discharge, or deposit, without regard to fault or proximate cause.*

B. In the event that any person undertakes, either voluntarily or upon order of a city official, to clean up or to abate the effects of any hazardous material, substance, or waste unlawfully released, discharged, or deposited upon or into property or facilities within the city, or into the airways, watercourses, pipelines, or other means of conduit which flow into the city, the city may take such action as is necessary to supervise or to verify the adequacy of the cleanup or abatement. Persons described in subsection (A) of this section shall be liable to the city for all costs incurred as a result of such supervision or verification.

C. For purposes of this section, costs incurred by the city shall include, but shall not necessarily be limited to, the following: actual labor costs of city personnel, including benefits and administrative overhead; costs of the equipment operation; costs of any contract labor and materials.

D. The remedies provided for by this section shall be in addition to any other remedies provided by law.

E. The authority to recover costs under this section shall not include actual fire suppression services which are normally or usually provided by the fire department of the city.

(Ord. No. 10-93, Enacted 12/15/1993)

"Legally defensible": a report and/or work product which has the ability to withstand a legal challenge to the appropriateness of the examination for the purpose for which it is used. Data collection and laboratory analysis must follow the State of Utah DEQ and US EPA guidelines for proper quality assurance and quality control to ensure legally defensible data.

"**Phase I Environmental Site Assessment or Phase I ESA**": a Phase I Environmental Site Assessment is a comprehensive non-invasive inquiry of on-site and off-site environmental factors and land use encumbrances which may impact a target property or which has impacted a target property. A Phase I Environmental Site Assessment is an inquiry which seeks to identify recognized environmental conditions according to ASTM E1527-21. A Phase I Environmental Site Assessment is further defined by ASTM E1527-21 or current, up-to-date ASTM International Standards. A Phase I Environmental Site Assessment is an inquiry which also meets the standards of the federal All Appropriate Inquiry (AAI) standards, pursuant to the Final Rule at 40 CFR Part 312. A Phase I successfully provides for the defense of innocent landowners, contiguous property owners and Bona Fide Prospective Purchasers (BFPP) against the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

"Phase II Environmental Site Investigation": an invasive study or inquiry of the target property and/or surrounding properties which is conducted after the Phase I Environmental Site Assessment has been completed or when environmental issues are suspected. A Phase II Investigation usually includes but is not limited the collection and analysis of vapor, soil, water and solids samples. Sampling may include but is not limited to vapors, subsurface soil, groundwater, surface waters and impoundments, landfills, above ground materials and soils, and hazardous wastes. A Phase II may include studies necessary to further characterize issues at a property including but not limited to wetlands, potential archaeological and historical sites, endangered species or hazardous materials inventory.

"NEPA": National Environmental Policy Act; or specifically, regulations governing federal agencies and their actions.

"Property or Site": any parcel of land and/or the infrastructure associated with the parcel of land which requires or may require studies, inquires, remediation, mitigation, or other environmental management.

"Remediation or Mitigation": any actions taken to clean up or mitigate a property after contaminants or hazardous wastes have been identified on the property.

"Responsible Party": the party, parties, entities and/or individuals who are responsible for the environmental issues associated with the land to be developed.

"User": A user of the Phase I ESA is defined by the ASTM E1527-21 as, "*the party seeking to use Practice E1527 to complete an environmental site assessment of the subject property*." A user, according to ASTM E1527-21 "…*may include, without limitation, a potential purchaser of the subject property, a potential tenant of subject property, an owner of the subject property, a lender or a property manager*."

Proposed 15.5.04.040 Environmental Compliance

A. All entities conducting business in Spanish Fork City are expected and required to follow all local, county, state and federal environmental laws, standards and regulations. All residents of the City are expected and required to follow all local, county, state and federal environmental laws, standard, and regulations.
    1. All professionals conducting work in Spanish Fork City shall be appropriately certified for the work being conducted.
    2. All groundwater, environmental, and engineering firms shall carry adequate professional insurance

Proposed 15.5.04.050 Inspections and Enforcement

A. Spanish Fork City or an environmental professional appointed by the City may inspect all work products pursuant to the provisions of Part 5 for adequate compliance.

Proposed 15.5.04.060: Asbestos and Lead

A. Spanish Fork City adheres to the Utah County and Utah Division of Air Quality standards and rules for asbestos and lead inspections and abatement. An asbestos and lead inspection or survey is required prior to the demolition of any infrastructure.
B. A final permit shall be not be issued until such time that all of the requirements of Title 15 Part 5 have been met.

Proposed 15.5.04.070: Diverting or Discharging of Groundwater

A. Contaminated groundwater or groundwater suspected of contamination may not be dewatered, diverted or discharged without proper testing, permitting, and treatment. The terms groundwater and water table are used interchangeably in this provision.
    1. The groundwater contaminant plume must be properly characterized with an adequate number of groundwater samples prior to dewatering, pumping, diverting or discharging groundwater.
    2. This section does not supersede routine environmental investigations.

15.5.08 Phase I Environmental Site Assessments
Proposed 15.5.08.010 Phase I Environmental Assessment

A. A Phase I Environmental Site Assessment is an inquiry conducted by an environmental professional pursuant to the federal All Appropriate Inquiries (AAI) and ASTM International Standard E1527-21 or the most current, up to date ASTM International and AAI standards.

B. Spanish Fork City requires the assessment of non-ASTM issues as defined by ASTM E1527-21, including but not limited to;

1. Business Environmental Risk (BERs) as defined in ASTM E1527-21.
2. Wetlands
3. Asbestos
4. Lead
5. Wells and groundwater
6. Paleontology and archaeology
7. Historic structures
8. Threatened and Endangered species
9. Ecological resources
10. Indoor air quality or industrial hygiene
11. Drinking water
12. Mold
13. Radon
14. Emerging contaminants or controlled substances
15. Waste vehicle tires

C. Spanish Fork City requires additional inquiries into agricultural, ranch and farm land environmental issues. In addition to the routine ASTM questionnaire, Spanish Fork City requires additional interrogatories regarding agricultural environmental issues and may include but are not limited to:

1. Pesticide mixing stations
2. Banned or outdated pesticides
3. Inventory of agrichemicals
4. Veterinarian supplies
5. Improper storage of agrichemicals
6. Feedlots
7. Effluent ponds
8. Methane issues
9. Livestock Dipping Vats, and pesticides particularly toxaphene
10. Suspected or Lost wells
11. Locate current and former buildings both at FARM HQ and outbuildings
12. Historical Building issues
13. Old or abandoned cemeteries
14. Asbestos and lead in old buildings
15. Wetland acreages
16. Well inventory and water rights.
17. Well water quality data
18. Nitrate in groundwater
19. Heating oil tanks
20. Waste oil tanks
21. Drums
22. Hidden landfills
23. Above ground petroleum storage tanks
24. Dairy
25. Septic Tank/leach field status
26. Underground tanks
27. Repair shops
28. Drains
29. Wash stations
30. Waste drums, tanks and other debris discarded on lands
31. Cisterns
32. Hazardous wastes
33. Waste vehicle tires

D. Whereas the current ASTM Standard E1527-21 does not require recommendations in the Phase I ESA; however, generally, the City desires a recommendations section in the Phase I ESA report.

1. If no additional work or investigations are necessary or recommended, then it should be so stated in the report.

E. Spanish Fork City may from time to time request to be added as a *User* of the Phase I Environmental Site Assessment depending on the circumstances and shall be determined on a case by case basis by the City and the appointed environmental professional.

F. A Phase I ESA may be used within one (1) year prior to the transaction associated with the property with the proviso that certain components are updated within 180 days prior to the date of the transaction. Components requiring upgrading according to ASTM E1527-21 are:
   1. Interviews
   2. Searches for land title encumbrances
   3. Reviews of regulatory databases
   4. Visual inspections of the subject property and adjoining properties
   5. Declaration of the environmental professional responsible for the assessment or update.

G. All final Phase I Environmental Site Assessment reports will be written such that they are legally defensible.

Proposed 15.5.08.020 When a Phase I ESA is Required

A. A Phase I Environmental Site Assessment is required by the City;
   1. Prior to any new developments or expansions of an existing development.
   2. At the request of the City.
   3. At the request of other government agency.
   4. Prior to the acquisition or annexation of any land and/or infrastructure by the City.
   5. Any time land or infrastructures are suspected to have environmental issues as determined by an environmental professional including the City appointed environmental professional.
   6. Any time land or infrastructures could be impacted by on-site or off site environmental threats as determined by an environmental professional.
   7. Any time the City suspects future residents and/or workers could be negatively impacted by development.
   8. Any time a Phase I ESA is recommend by the appointed environmental professional.

Proposed 15.5.08.030 National Environmental Policy Act (NEPA)

A. The usage of federal monies, lands or other assets of the federal government in any given transaction can potentially trigger regulations pursuant to NEPA. Typically, the applicability of NEPA is discovered prior to or concurrently with the Phase I Environmental Investigation. Findings prior to or concurrently with the Phase I ESA may result in the NEPA review and regulatory process.

Proposed 15.5.08.040 City Oversight

A. All Phase I ESA reports are to be reviewed by a third party environmental professional as appointed by the City prior to final approval of the report by Spanish Fork City. Additional site work or revisions of the report may be required.

Proposed 15.5.12 Phase II Environmental Site Investigations

Proposed 15.5.12.010: Phase II Environmental Site Investigation

A. A Phase II Environmental Site Investigation is conducted upon the identification of potential environmental issues, potential recognized environmental conditions, or upon the identification of recognized environmental conditions.
    1. A Phase II Environmental Site Investigation may or may not necessarily be conducted subsequent to a Phase I ESA.
B. A Phase II Environmental Site Investigation work plan must be submitted to the City for review and approval.
C. Spanish Fork City adheres to industry best practices and standards and to the rules for site investigations pursuant to those set forth by the Department of Environmental Quality and the US Environmental Protection Agency.
D. For sites regulated pursuant to the Division of Environmental Response and Remediation (DERR) petroleum underground storage tank (PST) and above ground storage tank programs (APST), Spanish Fork City adheres to the standards and rules of DERR.
    1. The Environmental Professional shall be a certified Groundwater and Soil Sampler.
    2. Sample results shall be compared to DERR Initial Screening Levels for residential usage or Tier 1 criteria where approved by DERR and the appointed environmental professional.
    3. Samples will be collected according to the June 1, 2021 Utah Petroleum storage Tank Environmental Media Sampling Handbook or current.
E. For sites unrelated pursuant to the DERR tank programs, then Phase II investigations will be conducted pursuant to the standards, rules and practices of Utah DEQ and the US Environmental Protection Agency. Screening level standards are as follows;
    1. Groundwater results will be compared to US EPA Maximum Contaminant Levels (MCLs).
    2. Soil samples shall be compared to US EPA Regional Screening Levels (RSLs).
    3. For those chemicals for which groundwater MCLs are not provided, then groundwater results are compared to the tap water screening levels under the US EPA RSLs for the residential usage exposure scenario.
    4. US EPA RSL guidelines for cumulative risk exposure to multiple contaminants when each individual contaminant may be under the RSLs.
    5. Vapors shall be compared to the US EPA Vapor Intrusion Screening Level guidance and standards.
    6. Releases from heating oil tanks, agricultural tanks, small tanks and other unregulated tanks will be regulated by the Division of Water Quality or the DERR by virtue of the written Memorandum of Understanding between the two agencies.
F. All final Phase II investigations and reports will be written such that they are legally defensible.
G. Collect samples for analysis of semi-volatile organic compounds and total petroleum hydrocarbon fractionation at non-UST sites. Include polycyclic aromatic hydrocarbons (PAHs) in the analyses at non-UST sites.
H. Address vapor intrusion.
I. Collect samples for additional analyses appropriate to the location and history of location.
J. Collect sufficient samples to demonstrate land usage is safe for residential or industrial usage.
K. A Health and Safety Plan (HASP) shall be written and posted on site at all times during the investigation.
L. All Occupational Safety and Health Agency (OSHA) regulations shall be followed during Phase II Investigations.

Proposed 15.5.12.020 Constituents of Concern

A. In addition to the sampling and analysis for the wide array of constituents of concern required for adequate characterization of any plume at any given parcel, a Phase II Environmental Site Investigation must also include the following additional analyses:
    1. Hexavalent chromium when samples for hazardous metals are collected and analyzed.
    2. Semi-volatile compounds including polycyclic aromatic hydrocarbons when any petroleum contamination is suspected.
    3. Total petroleum hydrocarbon fractionation when any petroleum contamination is suspected.

Proposed 15.5.12.030 City Oversight

A. The City may take such action as necessary to supervise, verify, or inspect any Phase II investigation work to confirm work is conducted adequately to protect human health and the environment. All work may be reviewed by a third party environmental professional as appointed by the City.

Proposed 15.5.12.040 Contaminant Release Reporting

B. All contaminant release reporting to the appropriate agencies must follow county, state and federal laws.

Proposed 15.5.16 Remediation and Mitigation
Proposed 15.5.16.010 Remediation and Mitigation

C. Remediation and Mitigation is required;
    1. When requested by the City.
    2. Prior to development.
    3. Where appropriate as determined by the City, in some circumstances, remediation may occur concurrently with development work if pre-approved by the City.
    4. When residential screening levels have not been achieved in a residential exposure risk scenario.
    5. When commercial screening levels have not been achieved in a commercial exposure risk scenario.
    6. When residential screening levels have not been achieved on commercial sites where adjoining properties are residential in usage.
    7. When required pursuant to any jurisdictional government agency.
    8. Human health and the environment may be affected as determined by the City's appointed environmental professional.

D. A remedial action plan (RAP) or corrective action plan (CAP) must be approved by the City.

E. Vapor intrusion into existing and future structures must be addressed pursuant to Utah DEQ and US EPA guidelines.
    1. Excavation and removal of subsurface debris and contaminants does not necessarily eliminate vapor hazards.
    2. Systems which mitigate vapor intrusion is routinely incorporated into building construction plans.
    3. Groundwater can be a source of vapors for vapor intrusion into buildings.

F. Sites regulated pursuant to Utah DERR PST program shall be investigated and remediated pursuant to the DEQ PST corrective action program;
    1. Remediation is typically conducted by a State Certified PST Consultant.

2. Sampling is typically conducted by State Certified Groundwater and Soil Sampler.

G. All other sites not regulated under the PST program shall be investigated and remediated pursuant to Utah DEQ and US EPA rules and guidelines. Under such circumstances, screening levels are as follows;
    1. US EPA Maximum Contaminant Levels (MCLs) for groundwater.
    2. US EPA Regional Screening Levels (RSLs) for residential exposure risk scenarios.
    3. US EPA RSLs for industrial/commercial risk scenarios.
    4. US EPA RSL guidelines for cumulative risk exposure to multiple contaminants when each individual contaminant concentration may be below the RSLs.
H. Remedial Actions are to be properly and legally conducted pursuant to all local, county, state and federal environmental laws.
I. All final remedial and mitigation reports shall be legally defensible and are subject to review and approval by the City's appointed environmental professional.
J. A Health and Safety Plan (HASP) shall be written and posted on site at all times during the investigation.
K. All Occupational Safety and Health Agency (OSHA) regulations shall be followed during remedial actions.

Proposed 15.5.16.020 City Oversight

A. The City may take such action as necessary to supervise, verify, or inspect any remedial action and mitigation work to confirm work is conducted adequately to protect human health and the environment. All work may be reviewed by a third party environmental professional as appointed by the City.

Proposed 15.5.20 Fees
Proposed 15.5.20.010 Costs

A. The responsible party to Municipal Code Title 15 Part 5 shall be liable to the City for all costs incurred as a result of supervision or verification.
B. For purposes of this section, costs incurred by the city shall include, but shall not necessarily be limited to, the following: actual labor costs of city personnel, including benefits and administrative overhead; costs of the equipment operation; costs of any contract labor and materials.
C. The remedies provided for by this section shall be in addition to any other remedies provided by law.

Proposed 15.5.20.020 Financial Assurance

A. The City requires financial assurance from the responsible party that sufficient funds are available for the completion of any investigation and/or remedial action plan in its entirety.

Proposed 15.5.20.030 Responsible Party

A. Development or other work cannot proceed until Spanish Fork City has a written commitment from the responsible party for reimbursing Spanish Fork City for environmental costs and fees and for providing financial assurances.



40 South Main Street
Spanish Fork City, Utah 84660
(801) 804-4550

Construction Standards

Chapter 4.39.10. General Provisions

4.39.10.020. Definitions.

E. City Engineer. The City Engineer for Spanish Fork City or authorized representative. ~~person appointed by the City to be the City Engineer.~~

4.39.20.030. Street Improvements

A. Driveway and Intersection Location. Driveways and street intersection locations shall be designed according to Spanish Fork City Transportation Master Plan. No driveways shall be constructed within the following distances from an adjoining street. These distances are from Top Back Curb(TBC) to the edge of driveway for accesses:
   1. Along Local Streets:
      a. 34' from an adjoining local street,
      b. 100' from adjoining collector/arterial (approach),
      c. 120' from adjoining collector/arterial (departure).
   2. Curb cuts shall only be allowed for driveways. Driveways shall be a minimum of 3 feet from any above grade utility box or hydrant. All accesses and streets onto collectors and arterials must be approved by the City Engineer or his/her designee.
   3. No street intersection shall be allowed within 250 feet from the railroad right-of-way.
   4. No access shall be allowed within 250 feet unless authorized and approved by the Development Review Committee. Any access approved within 250 feet of the railroad right-of-way shall require a railroad crossing diagnostic be completed and approved by both Union Pacific Railroad and UDOT.

G. Pedestrian Ramps. Pedestrian ramps shall be placed at all corners of intersections and at all other locations of regular pedestrian traffic across roads as determined by the City Engineer or his/her designee. All ramps shall conform to the requirements of the Americans with Disabilities Act and City standards. Utility access fixtures shall not be located within 2 feet of the closest edge of a pedestrian ramp. Concrete aprons for fire hydrants, electrical boxes & etc. shall extend to ramps or driveways to eliminate landscape strips between utility aprons and ramps/driveways. Storm inlet boxes are not allowed within the pedestrian ramp.

4.39.20.040. Utility Improvements

G. Abandoned Utility Service. Abandoned water services shall be disconnected at the main. Saddle and corp stop shall be removed and a Romac Industries stainless steel repair clamp (Style SS1) shall be installed. Unneeded sewer services shall have a cleanout at property

line with a water tight plug on the private property side of the cleanout wye.

4.39.25.080. Sanitary Sewer

E. Video Inspection. Contractor shall clean all sanitary sewer lines prior to video inspection. The City shall ~~and~~ video inspect all sanitary sewer main lines prior to paving. Cost to video inspect shall be deducted from inspection fee.~~Cost for video inspection shall be paid as p The City must approve the video inspection company. The video inspection company must use NASSCO PACP standards. Videos and a location map shall be uploaded to the link provided by the Wastewater Division. Video Identification shall match manhole ID's and pipe ID's of approved plans or shall be labeled with address names on manhole ID and pipe ID. The video process must be performed no later than 4 hours after the cleaning of the sewer main.~~

4.39.25.090. Storm, Land and Groundwater Drains

C. Video Inspection. Contractor shall clean all storm, land and groundwater drains lines prior to video inspection. The City shall video inspect all sanitary storm, land and groundwater drains lines prior to paving. Cost to video inspect shall be deducted from inspection fee.~~Contractor shall clean and then video inspect all storm, land and groundwater drain lines before paving. The City must approve the video inspection company.~~

Cleaning shall be done using a high pressure jet cleaning machine, producing a minimum of 800 psi. Debris shall not be permitted to enter the City storm drain system.

~~Video inspection shall clearly show any debris, broken pipe, misaligned pipe, displaced pipe and defective joints for all sections of the main line. All defects and their location shall be detailed on a separate video log report. Videos and location map shall be uploaded to the link provided by the City at the Pre-construction meeting.~~

~~Log reports shall be submitted on the City video form or an approved equivalent. Log reports must be submitted with an 11x17 copy of the plans. All manholes in the log report must reference the labeled manholes numbers on the plans. Each manhole must also have a street address clearly shown on the log report~~.

D. Underground Storm Water Chamber Inspection. Chambers must be free of any debris. A City Inspector shall be present and require a fire hydrant be opened for a minimum of 5 minutes with the water directed

to the lowest storm water inlet connected to the chambers and adjacent planter strips. Voids, sinkholes, debris filled chambers or inspection ports will not be accepted. It will be the contractor's responsibility to resolve all punch list items.

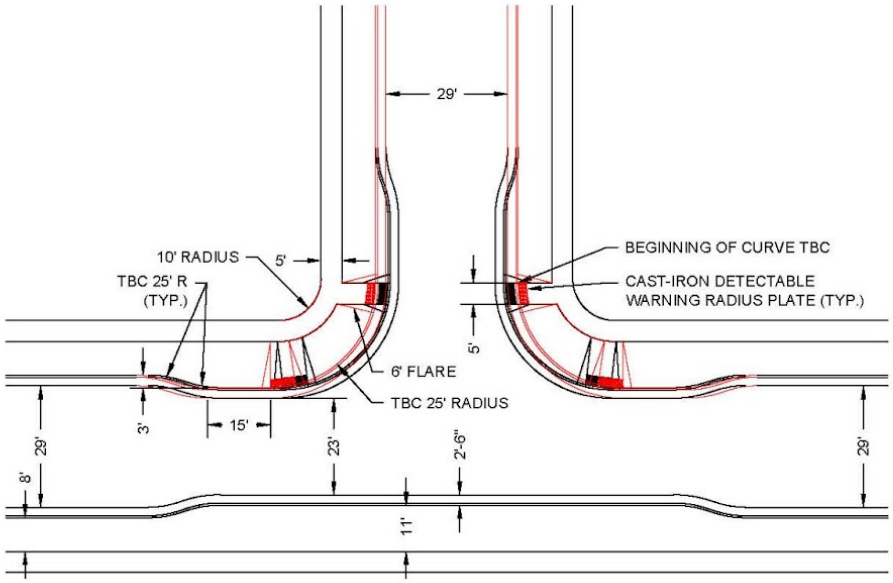
Main line determined to be defective by the City Engineer or his/her designee shall be remedied by the Contractor. Contractor shall then clean and video inspect the main lines again.

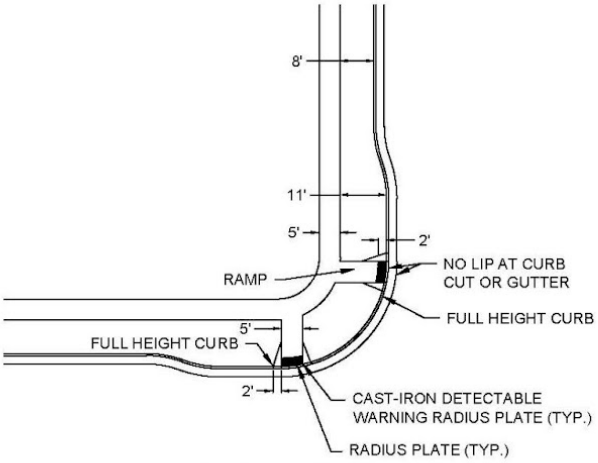
4.39.50.010. General

M. Manhole Lining. Pre-cast polymer manholes shall be used, or manholes shall be lined using an epoxy coating or polyurea coating at force main tie into gravity sewer and the immediate downstream manhole.

4.39.50.030. Services

B. Clean-outs. There shall be no bend in a service line between the main line and the property line clean-out. A clean-out shall be installed on all service lines located at the property line according to Standard drawings. Cleanouts shall be installed every 75 feet on all service lines.





CORNER DETAIL

NOTES:

1. RAMPS SHALL HAVE A 1:12 MAXIMUM SLOPE, WITH A MAXIMUM 2% CROSS SLOPE. ALL OTHER SIDEWALK SHALL HAVE A 1:48 MAXIMUM CROSS SLOPE.
2. CONTRACTOR SHALL INSTALL CAST-IRON DETECTABLE WARNING RADIUS PLATES. PLATES SHALL BE AN EAST JORDAN IRON WORKS OR APPROVED EQUIVALENT. DETECTABLE WARNING PLATES SHALL CONSIST OF RAISED TRUNCATED DOMES WITH A DIAMETER OF NOMINAL 0.9", A HEIGHT OF NOMINAL 0.2" AND A CENTER-TO-CENTER SPACING OF NOMINAL 2.35".
3. LOCATE DETECTABLE WARNING SURFACE SO THE CORNERS NEAREST THE STREET ARE WITHIN 1" OF THE BACK OF CURB.
4. CONCRETE SHALL BE 5" THICK THROUGHOUT RAMP.
5. RAMP THAT IS TO BE POURED NEXT TO A CURB, SHALL HAVE #4 REBAR SHALL BE DOWELED 6" INTO CURB AND 12" INTO RAMP. REBAR SHALL BE INSTALLED A MINIMUM OF 2" FROM TOP OF CURB 24" O.C.
6. CURB FLARE SHALL HAVE A 1:4 MAXIMUM SLOPE. MODIFICATIONS TO THIS STANDARD MUST BE APPROVED BY THE CITY.
7. REDUCED WIDTH INTERSECTION TO BE USED WITH LOCAL TO LOCAL ROADS. NOT TO BE USED WITH COLLECTOR/ ARTERIAL ROADS.
8. UTILITY ACCESS FIXTURES SHALL NOT BE LOCATED WITHIN 2 FEET OF THE CLOSEST EDGE OF A PEDESTRIAN RAMP. STORM INLET BOXES ARE NOT ALLOWED WITHIN THE PEDESTRIAN RAMP.

SPANISH FORK ENGINEERING

SPANISH FORK CITY
40 SOUTH MAIN STREET
SPANISH FORK, UT 84660
(801) 804-4550

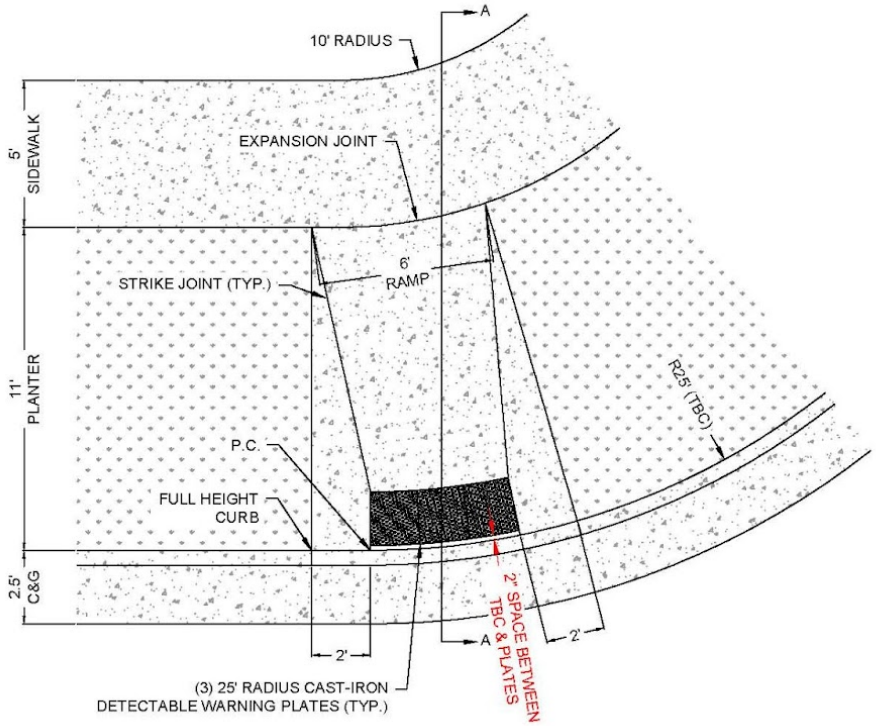
STANDARD DRAWING

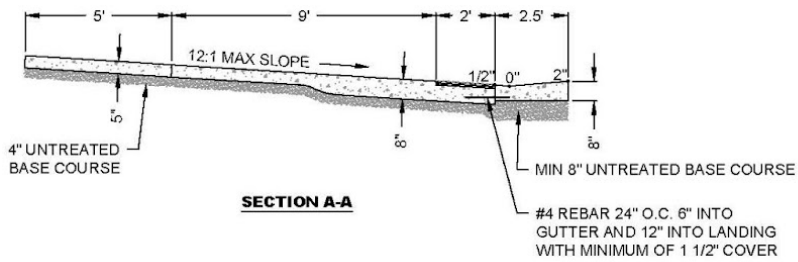
REDUCED WIDTH INTERSECTION (LOCAL TO LOCAL)

DRAWN:	JLR
DESIGN:	MHC
REVISION:	
DATE:	1/18/2022

SCALE NONE

STANDARD ST-515



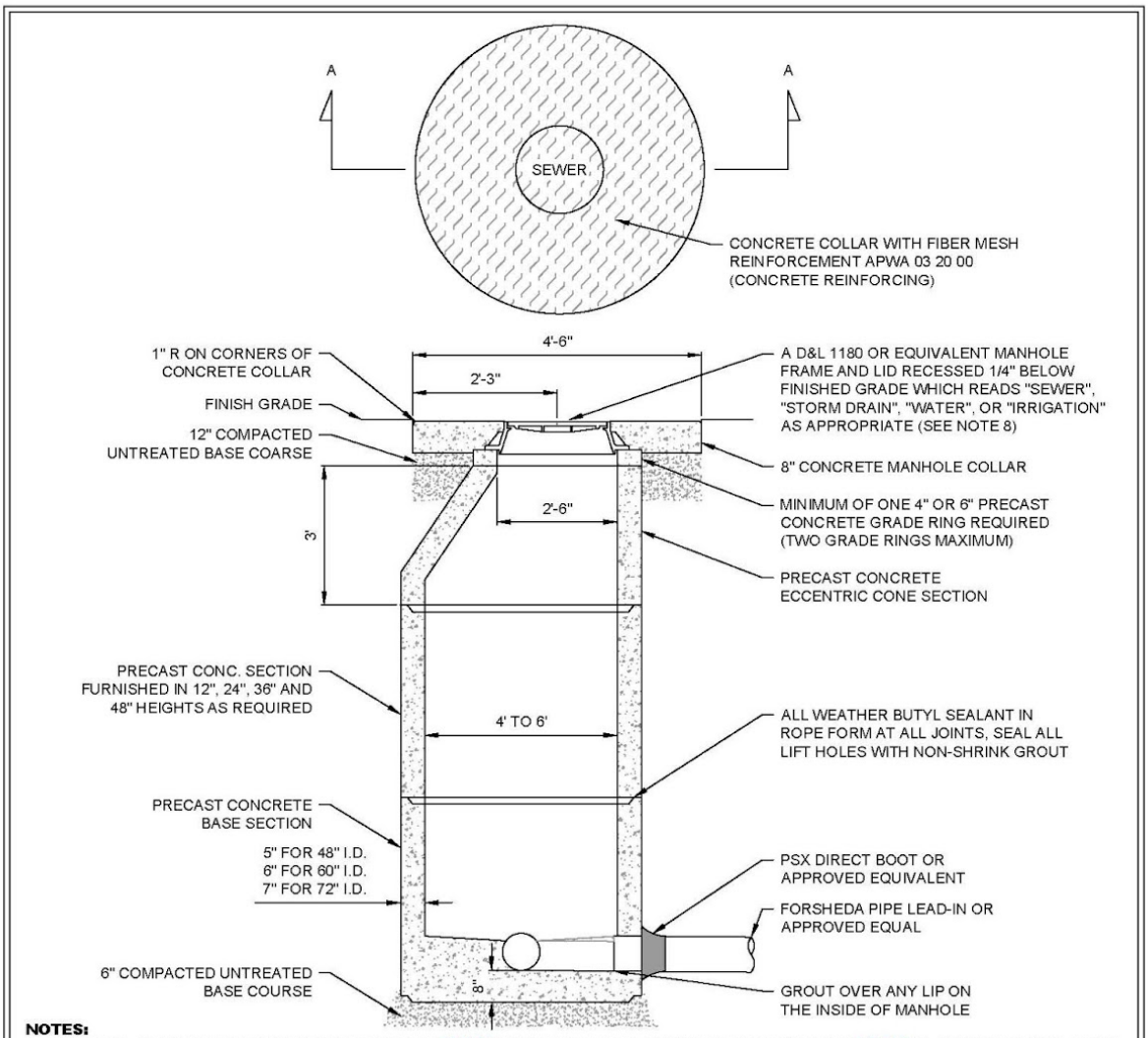


SECTION A-A

NOTES:

1. RAMPS SHALL HAVE A 1:12 MAXIMUM SLOPE, WITH A MAXIMUM 2% CROSS SLOPE. ALL OTHER SIDEWALK AND LANDING SHALL HAVE A 1:48 MAXIMUM SLOPE.
2. CONTRACTOR SHALL INSTALL PAVERS ACCORDING TO THE STANDARDS FOR CAST-IRON DETECTABLE WARNING PLATES AND MATCH PATTERN IN THIS DRAWING. RADIAL PLATES SHALL BE A EAST JORDAN IRON WORKS OR APPROVED EQUIVALENT AND SHALL BE ACCORDING TO THE CORRECT TBC RADIUS.
3. CONCRETE SHALL BE 7 INCHES THICK THROUGHOUT RAMP.
4. IF CONCRETE IS TO BE POURED NEXT TO A CURB, #4 REBAR SHALL BE DOWELED 6" INTO CURB AND 12" INTO SIDEWALK. REBAR SHALL BE INSTALLED A MINIMUM OF 1 1/2" FROM TOP OF THE SIDEWALK AND CURB 24" O.C.
5. MODIFICATIONS TO THIS STANDARD MUST BE APPROVED BY THE CITY.
6. DETECTABLE WARNINGS SHALL CONSIST OF RAISED TRUNCATED DOMES WITH A DIAMETER OF NOMINAL 0.9 IN, A HEIGHT OF NOMINAL 0.2 IN AND A CENTER-TO-CENTER SPACING OF NOMINAL 2.35 IN.
8. UTILITY ACCESS FIXTURES SHALL NOT BE LOCATED WITHIN 2 FEET OF THE CLOSEST EDGE OF A PEDESTRIAN RAMP. STORM INLET BOXES ARE NOT ALLOWED WITHIN THE PEDESTRIAN RAMP.

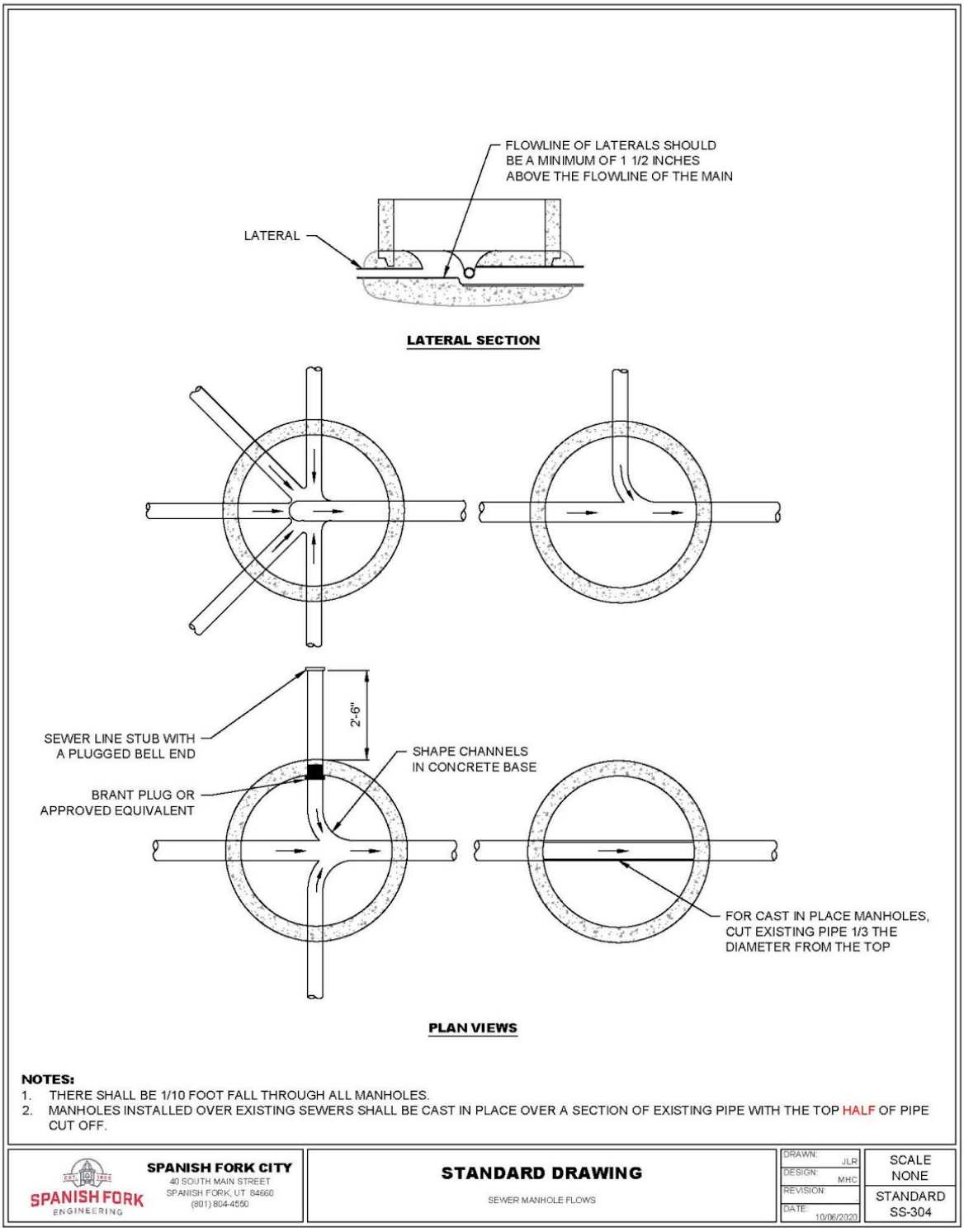
SPANISH FORK ENGINEERING **SPANISH FORK CITY** 40 SOUTH MAIN STREET SPANISH FORK, UT 84660 (801) 804-4550	**STANDARD DRAWING** REDUCED WIDTH RAMP DESIGN	DRAWN: JLR DESIGN: MHC REVISION: DATE: 10/6/2020	SCALE NONE STANDARD ST-521

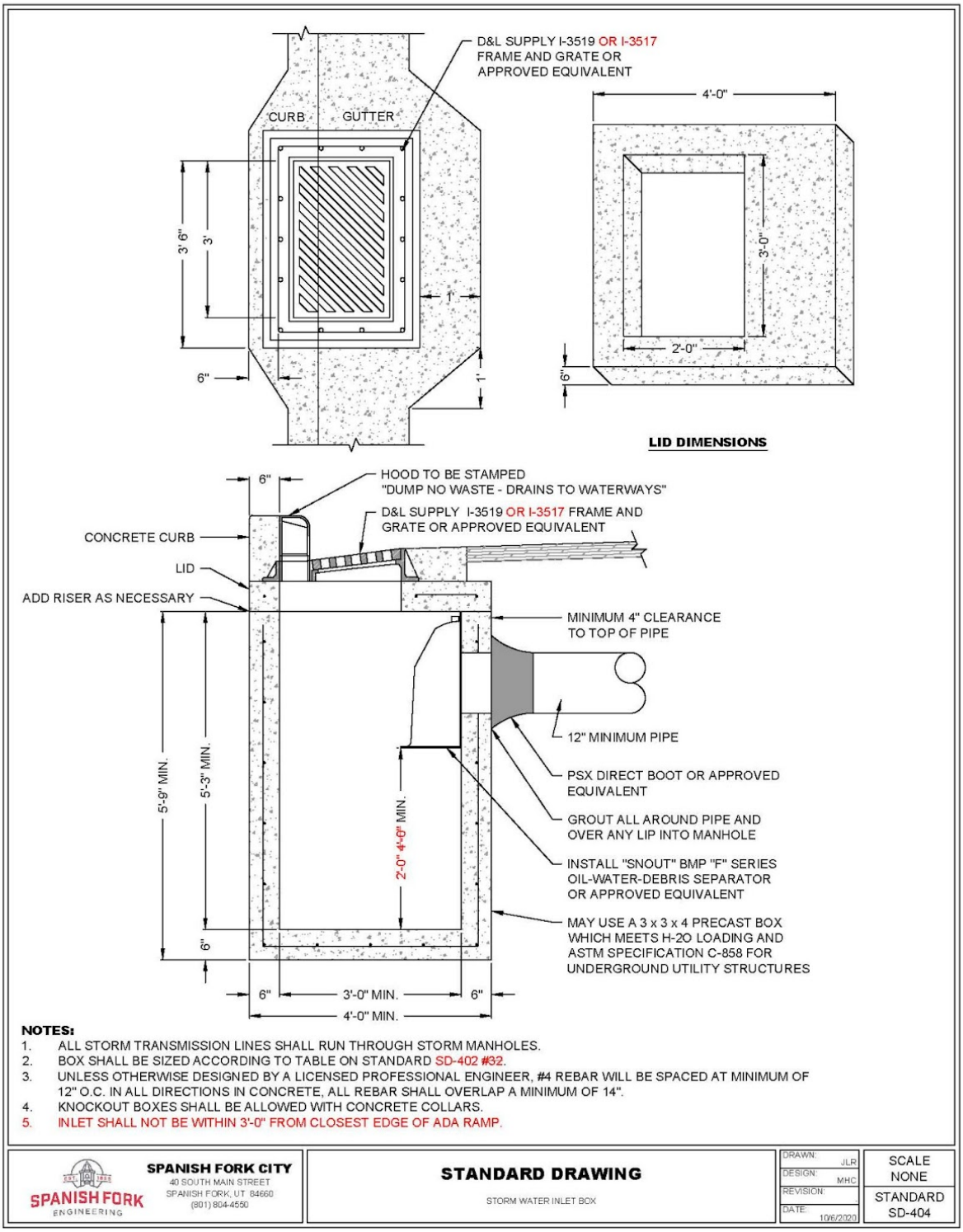


NOTES:

1. USE 4' I.D. MANHOLES FOR MAIN LINES LESS THEN 15" ~~18"~~ IN DIAMETER; 5' I.D. MANHOLES FOR MAIN LINES 15" ~~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 ALL~~ 90 DEGREES OR GREATER MANHOLES.
   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
   f. A ONE (1) FOOT DROP.

SPANISH FORK CITY 40 SOUTH MAIN STREET SPANISH FORK, UT 84660 (801) 804-4550	**STANDARD DRAWING** SEWER MANHOLE	DRAWN: JLR DESIGN: MHC REVISION: DATE: 1/18/2022	SCALE NONE STANDARD SS-301


FLOWLINE OF LATERALS SHOULD
BE A MINIMUM OF 1 1/2 INCHES
ABOVE THE FLOWLINE OF THE MAIN
LATERAL
LATERAL SECTION
2'-6"
SEWER LINE STUB WITH
A PLUGGED BELL END
BRANT PLUG OR
APPROVED EQUIVALENT
SHAPE CHANNELS
IN CONCRETE BASE
FOR CAST IN PLACE MANHOLES,
CUT EXISTING PIPE 1/3 THE
DIAMETER FROM THE TOP
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 HALF OF PIPE CUT OFF.
SPANISH FORK ENGINEERING
SPANISH FORK CITY
40 SOUTH MAIN STREET
SPANISH FORK, UT 84660
(801) 804-4550
STANDARD DRAWING
SEWER MANHOLE FLOWS
DRAWN: JLR
DESIGN: MHC
REVISION:
DATE: 10/06/2020
SCALE
NONE
STANDARD
SS-304


D&L SUPPLY I-3519 OR I-3517
FRAME AND GRATE OR
APPROVED EQUIVALENT
CURB
GUTTER
3' 6"
3'
1'
6"
1'
4'-0"
3'-0"
2'-0"
6"
LID DIMENSIONS
6"
HOOD TO BE STAMPED
"DUMP NO WASTE - DRAINS TO WATERWAYS"
D&L SUPPLY I-3519 OR I-3517 FRAME AND
GRATE OR APPROVED EQUIVALENT
CONCRETE CURB
LID
ADD RISER AS NECESSARY
MINIMUM 4" CLEARANCE
TO TOP OF PIPE
12" MINIMUM PIPE
PSX DIRECT BOOT OR APPROVED
EQUIVALENT
GROUT ALL AROUND PIPE AND
OVER ANY LIP INTO MANHOLE
INSTALL "SNOUT" BMP "F" SERIES
OIL-WATER-DEBRIS SEPARATOR
OR APPROVED EQUIVALENT
MAY USE A 3 x 3 x 4 PRECAST BOX
WHICH MEETS H-20 LOADING AND
ASTM SPECIFICATION C-858 FOR
UNDERGROUND UTILITY STRUCTURES
5'-9" MIN.
5'-3" MIN.
2'-0" 4'-0" MIN.
6"
6"
3'-0" MIN.
6"
4'-0" MIN.
NOTES:
1. ALL STORM TRANSMISSION LINES SHALL RUN THROUGH STORM MANHOLES.
2. BOX SHALL BE SIZED ACCORDING TO TABLE ON STANDARD SD-402 #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".
4. KNOCKOUT BOXES SHALL BE ALLOWED WITH CONCRETE COLLARS.
5. INLET SHALL NOT BE WITHIN 3'-0" FROM CLOSEST EDGE OF ADA RAMP.
SPANISH FORK ENGINEERING
SPANISH FORK CITY
40 SOUTH MAIN STREET
SPANISH FORK, UT 84660
(801) 804-4550
STANDARD DRAWING
STORM WATER INLET BOX
DRAWN: JLR
DESIGN: MHC
REVISION:
DATE: 10/6/2020
SCALE
NONE
STANDARD
SD-404

Memo

To: Development Review Committee

From: Chris Thompson, P.E., Public Works Director/City Engineer

Date: May 26, 2022

Re: Transportation Master Plan

Staff Report

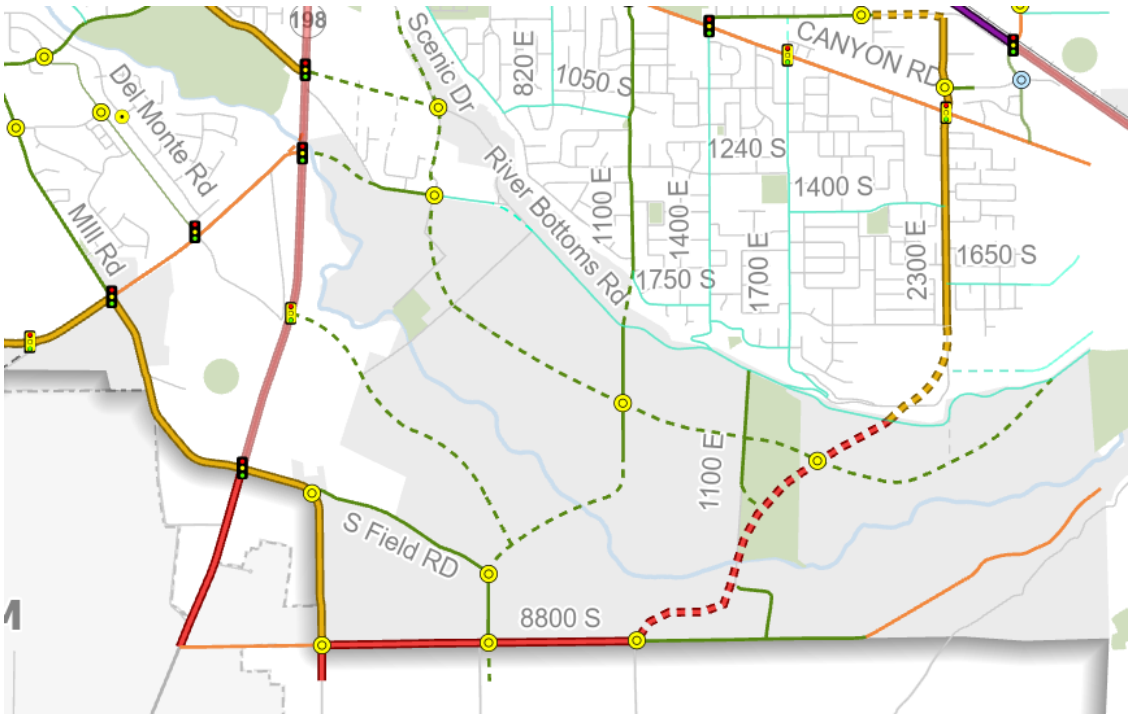
Proposed Effective Date: July 1, 2022

Proposed Changes

- Realign roads in River Bottoms to reflect feasibility

Attached: Figures showing existing plans and proposed changes

River Bottoms Roads Alignment (**Before**)



River Bottoms Roads Alignment (**After**)

