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ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Feb 20 01:20 PM FEE 40.00 BY AR
RECORDED FOR RED PINE REALTY AND DEVELO

RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:
Spanish Fork City
Community Development Director
40 S. Main Street
Spanish Fork, UT 84660

MODERA SUBDIVISION DEVELOPMENT AGREEMENT

THIS MODERA SUBDIVISION DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the 10 day of February, 2024 (the "Effective Date"), by and between Spanish Fork Investments, LLC, a Utah limited liability company and Wood Springs, LLC, a Utah limited liability company (collectively, "Developer"), and Spanish Fork City, a Utah municipal corporation (hereinafter "City").

RECITALS

WHEREAS Developer owns approximately 37.34 acres of real property (the "Property") located approximately between 1200 and 1500 West on 1900 South (SR-164) in Spanish Fork, upon which it desires to construct a multifamily residential subdivision and two retail commercial parcels known as the Modera Subdivision ("Project"), the legal description of the Property being attached hereto as **Exhibit A**;

WHEREAS Developer obtained preliminary plat approval for the Modera Subdivision, a copy of which preliminary plat is attached hereto as **Exhibit B** ("Preliminary Plat") on May 17, 2022, along with updated elevations and floor plans ("Developer Plans");

WHEREAS the multifamily portion of the Property is zoned Residential District (R-4) and the two retail commercial parcels of Property are zoned General Commercial (C-2), as set forth on **Exhibit C**;

WHEREAS the Parties intend to enter into this Agreement to govern the development and partial reimbursement of public improvements to be constructed in the Project in consideration of City's approval of the Project's Preliminary Plat attached hereto, and this process will lead to the provision of municipal services in a cost-effective and efficient manner and in accordance with the Spanish Fork City General Comprehensive Plan, applicable zoning ordinances, and Development Standards of City;

WHEREAS approval of this Agreement does not grant final plat approval, final site plan approval, or approval of any building permit, or other land use activity regulated by Spanish Fork City ordinances and Developer expressly acknowledges that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats, nor does it limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement; and

WHEREAS, pursuant to Utah Code Ann. § 10-9a-102(2), City has authority and discretion to enter into development agreements regarding the uses, density, open spaces, structures, buildings, transportation, infrastructure, street and building orientation, the timing and sequencing of infrastructure improvements, and other important concerns.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereinafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement shall have that meaning given to it by the Spanish Fork City Land Use Ordinance (*Spanish Fork Municipal Code*, Title 15).

1.1 Applicant means a person or entity submitting a Development Application or a request for an Administrative Amendment.

1.2 City means Spanish Fork City.

1.3 City's Future Laws means the ordinances, policies, standards, procedures and processing fee schedules of the City which may be in effect after the Effective Date, and when a Development Application is submitted for a part of the Project which may be applicable to the Development Application depending upon the provisions of this Agreement.

1.4 City's Vested Laws means the ordinances, policies, standards, procedures and processing fee schedules of the City related to zoning, subdivisions, development, public improvements and other similar or related matters that were in effect as of the Effective Date of this Agreement, as contained in *Spanish Fork Municipal Code*, Title 15.

1.5 Construction Standards means those construction standards and building code found in the Spanish Fork Municipal Code and Spanish Fork Policies § 4.39, as such exist from time to time.

1.6 Developer means Spanish Fork Investments, LLC, a Utah limited liability company, Wood Springs, LLC, a Utah limited liability company, and their respective successors or assigns.

1.7 Development Application means an application to the City for development of a portion of the Project including a final plat, a building permit or any other permit, certificate or other authorization from the City required for development of the Project or any portion thereof.

1.8 Development Standards means those Design and Development standards set forth in Spanish Fork Municipal Code and City's adopted ordinances and policies.

1.9 Impact Fees means those fees, assessments, exactions or payments of money imposed by the City as a condition on development activity as specified in *Utah Code Ann.* § 11-36a-101, et seq.

1.10 Party means each, individually, Developer and City.

1.11 Parties means collectively Developer and City.

SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

2.1 General Rights and Responsibilities of Developer

2.1.1 Applicable Standards. The City's Development Standards and Construction Standards are the applicable standards. The version of the City's Development Standards existing as of the Effective Date and the Construction Standards, as such may be amended from time to time, shall apply.

2.1.2 Construction Plan. Developer shall provide the infrastructure improvements for each final plat and site plan consistent with the approved Modera Preliminary Plat and Developer Plans attached hereto as **Exhibit B** and with the City's adopted ordinances and Development Standards in effect as of the Effective Date and in accordance with the City's Construction Standards. Developer agrees to complete infrastructure improvements associated with the Project and set forth on each final plat and shall be reimbursed for the proportion of the infrastructure improvements

that serve a regional area and are part of the City's master plans. It is understood that Developer shall not be required to complete improvements which are not part of the City's master plans if they do not directly benefit the Project.

2.1.3 Reimbursement Procedure. The reimbursement authorized in this section shall follow City's typical policies and procedures. The City shall comply with the statutory processes and all other applicable laws, rules, and regulations governing such reimbursement. Impact fees are reimbursed on a pro-rata basis among other entities that are entitled to impact fee reimbursement in a given year, according to the reimbursement plan as set forth on Exhibit D. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make any reimbursement to the Developer until impact fees are actually collected by the City. The City shall not be obligated to pay interest on the cost to construct the public infrastructure or on the impact fees collected. Notwithstanding anything herein, no reimbursement shall be due hereunder to the Developer for any particular improvements until the Developer has dedicated to the City or made available for the use by the City of the Project and has provided the City with reasonable evidence of the Project's costs actually incurred by the Developer for such Project, as set forth herein. For all infrastructure improvements, including but not limited to, all utility improvements and state and local roadway/street and traffic improvements (e.g., 1700 West, 2000 West, 2100 West, SR-164, and Streets 1-11), if the Project is developed in phases by different Developers and on different timelines, then a Developer who pays for infrastructure improvements which benefit other Project phases or adjacent properties, may be reimbursed through pioneering agreements for those infrastructure improvements according to established procedure as outlined in the City's ordinances and Development Standards.

2.1.4 Phase of Improvements. The parties acknowledge and agree that the Project is on a large tract, and thus, pursuant to *Spanish Fork Municipal Code* § 15.4.04.090 the final plat for Phase 1, as identified on **Exhibit E**, must be recorded on or before May 17, 2024, and no more than twenty-four (24) months may elapse between the recording of each subsequent phase identified on **Exhibit E**. The City acknowledges that the Developer and any other Applicants who have purchased Parcels of the Project may submit multiple applications from time-to-time to develop Parcels or portions thereof and that the Project may be developed in phases as determined by the Developer and any other Applicants.

2.1.5 Architectural Guidelines. Building architecture shall be consistent with the Developer Plans attached as **Exhibit B**. The building architecture, which is approved by this Agreement, includes architectural style and character, massing, exterior elevations (including but not limited to, building height, recesses, projections, horizontal and vertical façade divisions, transparency, and rooflines), material types,

minimum materials percentages, colors, building floor plans (including but not limited to, unit mix, unit sizes, porches and balconies, entrances, corridors), doors and windows, and roof type. Colors, as set forth in the Developer Plans, may vary with actual colors due to variations in material and/or print colors. At Developer's option, the Developer may propose alternate color and material schemes to provide architectural variety throughout the community in all phases so long as said alternate schemes are conceptually consistent with and generally align with the approved building architecture shown in **Exhibit B**. Walls shown along State Route 164 and along the northern property boundary may be made of brick, stone, pre-cast concrete, CMU or other prefabricated masonry products. Required wrought-iron style components of the wall may be made of aluminum or other metals. Notwithstanding the foregoing, in the event of a conflict or discrepancy between the building architecture depicted in **Exhibit B** of this Agreement and the City's Development Standards, this Agreement shall control.

2.1.6 Final Plats and Site Plans. The final plats and site plans shall be consistent with the preliminary and revised preliminary plat attached hereto as **Exhibit B**. The revised preliminary site plan, which is approved by this Agreement, includes but is not limited to, streets, infrastructure, building sitting, parking lots and parking spaces, amenities, open space, and landscaping. Notwithstanding the foregoing, in the event of a conflict or discrepancy between the revised preliminary plat depicted in **Exhibit B** of this Agreement and the City's Development Standards, this Agreement shall control.

2.1.7 Power Equipment Procurement. If equipment needed for the electric power construction components of the Project is not readily available in a timely manner from the Spanish Fork Power & Light Division, then the Developer may obtain necessary equipment from another source as long as said equipment meets or exceeds the specifications of the power equipment available from Spanish Fork Power, in the sole judgment of the Spanish Fork Power & Light Division.

2.1.8 Covenants, Conditions and Restrictions. The Developer shall provide the following as requirements and covenants affecting the Project in the CC&Rs affecting the Project:

2.1.8.1 Garages. Any garages located on the Project shall be limited to vehicular storage.

2.1.8.2 Owner-Occupancy Requirement. All of the homes in Phase 3 (Modera West) shall be subdivided via a condominium plat so they may be conveyed individually. The Developer shall ensure that the CC&Rs affecting the Project require that no fewer than 50% of the condominium homes in Phase 3 (Modera West) of the Project are owner-occupied.

2.1.9 Acknowledgement of Agricultural Operations Near the Project.

The Developer shall provide the following acknowledgment in the CC&Rs: Each Owner (or lessee), by accepting a deed to a lot (or by lease), acknowledges that: (a) the Project is located in the vicinity of agricultural properties; (b) Lots within the Project may be subject to adverse noise, odors, fumes, smells and physically airborne particulates caused by the operation and maintenance of other agricultural properties; and (c) pesticides, insecticides and fertilizers may drift over and disperse upon portions of the Project from time to time as a result of crop dusting activities on neighboring agricultural properties. Use of agricultural properties is a legal use of such other properties and should be expected to continue indefinitely. Such operations may be protected by the Agricultural Operations Nuisances Act, Title 4, Chapter 44, Utah Code, as amended.

2.2 General Rights and Responsibilities of City

2.2.1 Reserved Legislative Powers. This Agreement, including Section 2.4, shall not limit the future exercise of the reasonable police powers of the City to enact ordinances, standards, or rules regulating land use, development, or zoning.

2.2.2 Compliance with City Requirements and Standards. Developer expressly acknowledges that nothing in this Agreement shall be deemed to relieve it from its obligations to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats and site plans. Notwithstanding the foregoing, in the event of a conflict or discrepancy between the terms of this Agreement and any then applicable requirements of City, this Agreement shall control.

2.2.3 Permits. Developer may apply for, and City agrees to issue permits for on-site infrastructure improvements, buildings, or other structures throughout the development of the Project concurrently with any permits issued for any offsite infrastructure improvements and without requiring that offsite infrastructure improvements be completed prior to issuing such permits or prior to on-site work commencing, as long as any bonding requirements are met by the Developer and all required infrastructure is provided that is essential to meet the requirements of a building permit or certificate occupancy under the building code and fire code. Utah Code Ann. § 10-9a-82(2)

2.2.4 City's Cooperation in Processing Development Applications. The City shall reasonably cooperate in fairly and promptly processing Development Applications properly completed and accompanied by the appropriate fees, and documents.

2.25 City and Other Governmental Agency Permits. Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Project, a Developer shall, at their expense, secure, or cause to be secured, any and all permits which may be required by the City under the City's Vested Laws or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Developer in seeking to secure such permits from other governmental entities.

2.26 City Obligations. Subject to Developer complying with the City's Vested Laws, Development Standards, Construction Standards, and the provisions of this Agreement, the City agrees to:

a. Provide standard public utility services for the Project of adequate size, capacity, pressure, flow, and quality to service the maximum residential uses and other intended commercial uses in the Project, including electrical power, culinary water, secondary irrigation, sanitary sewer, storm sewer and telecommunications, based on availability.

b. Maintain public improvements dedicated to the City, including public utilities, roads, collector street fencing, irrigation and trees along collector streets where residences are not fronting, following satisfactory completion thereof by Developer and acceptance of the same by the City.

c. Provide standard municipal services to the Project including, snow removal, police and fire protection subject to the payment of all fees and charges charged or levied therefor by the City.

d. Cooperate with Developer to obtain all required right of way, access, and encroachment permits on public roads for infrastructure improvements, along with any access permits from UDOT required for the Project.

2.27 No Additional Off-Site Infrastructure Requirements. Notwithstanding anything to the contrary in the City's Vested Laws, the City shall not, directly or indirectly, charge Developer, or any of their respective affiliates or successors, any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for any offsite infrastructure not necessary for the development contemplated by the preliminary plat or not contemplated in the Developer Plans, or subsequent updates to said Plans.

2.28 The City shall allow the commencement of vertical building improvements when the following conditions are met:

a. A new or existing fire hydrant is provided within the distance required by Construction Standards of the building being framed.

b. There is an adjacent off-site road (e.g., 2000 West, 1700 West, SR-164), or an approved on-site driving surface, capable of supporting the imposed load of a fire apparatus. The approved driving surface shall consist of compacted road base or other material, compaction, and thickness as recommended by a geotechnical engineer for the imposed load, consistent with the City's Vested Laws, the fire code, and adopted appendices. Asphalt or concrete paving of the driving surface shall not be a pre-requisite for commencing vertical improvements.

c. Any bonding requirements are met by the Developer.

d. For purposes of clarity, vertical building improvements shall mean the commencement of building framing. Furthermore, the above stated conditions shall not apply to the commencement of on-site infrastructure improvements (including but not limited to, sitework, site utilities, roads, parking lots), underground building plumbing, and concrete building footings, foundations, and slabs, which may commence construction as per Section 2.2.3.

2.3 Recording. City or Developer may cause this Agreement, or a notice concerning this Agreement, to be recorded with the Utah County Recorder.

2.4 Vested Rights. The City acknowledges and agrees that Developer has the vested right to develop and construct the Project in accordance with the provisions of the City's Vested Laws, the Development Standards as of the Effective Date, the Construction Standards, and the Developer Plans, subject to approval of a final plat or final site plan for the Project the "Applicable Laws").

2.5 City's Future Laws. Neither the City nor any agency of the City, unless otherwise required by State or Federal law, shall impose upon the Project any ordinance, resolution, rule, regulation, standard, directive, condition or other measure or City's Future Law that reduces the development rights provided by this Agreement. Without limiting the generality of the foregoing, any City's Future Law shall be deemed to conflict with this Agreement if it would accomplish any of the following results in a manner inconsistent with or more restrictive than the City's Vested Law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project:

2.5.1 limit or reduce the density of the Project authorized by this Agreement;

2.5.2 change any land uses or permitted uses of the Project;

2.5.3 limit or control the rate, timing, phasing or sequencing of approval (as set forth in the Preliminary Plat), development or construction of all or any part of the Project in any manner; or

2.5.4 apply to the Project any City's Future Laws otherwise allowed by this Agreement that is not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites with similar land use designations.

SECTION III. GENERAL PROVISIONS

3.1 Covenants Running with the Land. The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Project. All successors in interest shall succeed only to those benefits and burdens of this Agreement that pertain to the portion of the Project to which the successor holds title.

3.2 Transfer of Property. Developer shall have the right to assign or transfer all or any portion of its rights and obligations under this Agreement to any party acquiring an interest or estate in the Project or any portion thereof. Developer shall provide written notice of any proposed or completed assignment or transfer, but in no event shall the failure to provide such written notice affect the validity of such assignment or transfer, except to the extent City has acted to its detriment without knowledge of any such assignment and such assignment is the proximate cause of such detriment. In the event of an assignment, the transferee shall succeed to the portion of the rights and obligations so transferred or assigned. In the event of a transfer of the Property or any portion thereof, Developer shall obtain an assumption by the transferee of the Developer's obligations under this Agreement as to the particular phase or phases of the Project identified in the assignment and assumption and, in such an event, the transferee shall be fully substituted as Developer as to the particular portion, phase or phases of the Project identified in the assignment and assumption under this Agreement and the Developer executing this Agreement shall be released from any further obligations as to the particular phase or phases of the Project identified in the assignment and assumption with respect to this Agreement.

3.3 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and among the Parties that: (i) City and Developer hereby renounce the existence of any form of agency relationship, joint venture, or partnership between

them; and (ii) nothing contained herein shall be construed as creating any such relationship among City and Developer.

3.4 Assessment of Impact Fees. Pursuant to City ordinance and to the extent permitted by the Impact Fees Act and other applicable law, the City shall assess and collect impact fees for the Project based on the rates existing as of the date the application date for building permits and the date final plats are recorded. Notwithstanding the foregoing, in the event any law or court decision hereafter prohibits, limits or eliminates the ability of a city to assess and/or collect all or a portion of the impact fees, the City shall not be obligated to assess, collect, or reimburse impact fees, except to the extent authorized by the then-existing law and/or any applicable court decisions.

3.5 Estoppel Certificate. Upon fifteen (15) days prior written request by the Developer, the City will execute an estoppel certificate to any third party certifying that this Agreement has not been amended or altered (except as described in the certificate) and remains in full force and effect, and that such Developer is not in default of the terms of this Agreement (except as described in the certificate), and such other matters as may be reasonably requested by the Developer. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

SECTION IV. MISCELLANEOUS

4.1 Incorporation of Exhibits and Headings. All Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein. The headings to the various paragraphs and sections are for assistance in locating contract provisions but are not to be considered part of the contract provisions.

4.2 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive. Notwithstanding any other provision of this Agreement, no breach or default by any transferee succeeding to any portion of the Developer's obligations under this Agreement shall be attributable to any other transferee, nor shall a transferee's rights be canceled or diminished in any way by any breach or default by any other transferee.

4.3 Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect if the intent of the Parties can be carried out by so doing.

4.4 Construction. This Agreement has been reviewed by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

4.5 Further Assurances, Documents, and Acts - Consent. Each of the Parties agrees to cooperate in good faith with the others, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law. Notwithstanding anything herein to the contrary, and unless specifically stated otherwise, when any consent is provided hereunder by either party, such consent shall not be unreasonably withheld, conditioned, or delayed.

4.6 Assignment. Except as otherwise provided for in Section 3.2 herein, the benefits of the Agreement may not be assigned to any other party, individual, or entity without assigning the obligations under this Agreement. The rights and obligations of City under this Agreement shall not be assigned.

4.7 Governing Law, and Dispute Resolution, and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

4.7.1 Mediation; Certain Remedies. Any and all disputes arising out of or related to this Agreement or the Parties performance hereunder shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation. The Parties shall: (i) mediate in good faith; (ii) exchange all documents which either believes to be relevant and material to the issue(s) in dispute; and; (iii) engage and cooperate in such further discovery as the Parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be in Utah County. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed from an approved mediator list provided by the Utah State Bar Association with specialized knowledge of land use and municipal law. The appointment shall take place pursuant to the guidelines set forth by the Utah State Bar. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation.

4.7.2 Attorneys Fees. If any Party hereto institutes an action and is required to engage the services of counsel by reason of the default of another Party, the non-defaulting Party shall be entitled to recover its costs and reasonable attorneys' fees associated therewith. Said costs and attorneys' fees shall include, without

limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

4.8 Notices. Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by certified mail, return receipt requested. If given by certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the party to whom it is addressed. If by email, a notice is given when sent, provided that notice via another authorized means of notice is sent promptly after such email is sent. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses set forth below:

If to City, to:
Spanish Fork City
Attn: City Manager
40 S. Main St.
Spanish Fork, Utah 84660

If to Developer, to:
Spanish Fork Investments, LLC
352 River Meadow Drive
Alpine, Utah 84004

Wood Springs, LLC
407 North Main
Springville, Utah 84603

4.9 Duration; Survival of Developer's Obligations and Rights. The term of this Agreement shall commence on the date this Agreement is executed by both Parties and shall continue for a period of ten (10) years unless either terminated as provided herein or by agreement by both parties. Notwithstanding the foregoing and subject to Applicable Laws, Developer's rights, remedies, obligations, and responsibilities under this Agreement shall survive and continue beyond termination of this Agreement as to site plans that have been given final approval and have been recorded and for all offsite or other improvements that Developer was obligated to construct or make in connection with or as a condition of such final approval. Notwithstanding the foregoing, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, this Agreement shall terminate without the execution or recordation of any further document or instrument as to any phase upon

completion thereof and the City's issuance of all required occupancy permits, and shall be released from and no longer be burdened by the provisions of this Agreement.

4.10 Obligations and Rights of Mortgage Lenders. Developer may finance the Property and may execute one or more mortgages, deeds of trust, or other security arrangements with respect to the Property and may assign this Agreement to a holder of any such financial instrument without prior written notice to or consent of the City. The holder of any mortgage, deed of trust, or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Agreement by virtue of such assignment to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to the Property or such portion thereof in which it holds an interest. Any such holder who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Property, or such portion thereof, subject to all requirements and obligations of this Agreement and any pro rata claims for payments or charges against the Property, or such portion thereof, deed restrictions, or other obligations which accrue prior to the time such holder comes into possession. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, and, as would be the case in any assignment, the purchaser of the Property from the holder shall be subject to all of the terms and conditions of this Agreement, including the obligation to complete all required amenities and improvements. Additionally, nothing herein shall be so construed as to prohibit a mortgage or deed of trust holder from providing security for the standard installation of development improvements pursuant to Applicable Laws.

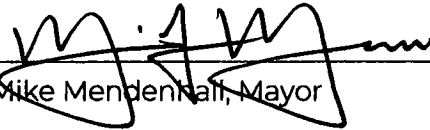
4.11 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A	Property Legal Description
Exhibit B	Modera Subdivision Preliminary Plat and Developer Plans
Exhibit C	Property Zoning
Exhibit D	Reimbursement Plan
Exhibit E	Phasing Plan

IN WITNESS WHEREOF, this Agreement has been executed by Developer, by persons duly authorized to execute the same, and by Spanish Fork City, acting by and through its City Council, as of the Effective Date.

[signatures follow]

SPANISH FORK CITY

By: 
Mike Mendenhall, Mayor


Attest:

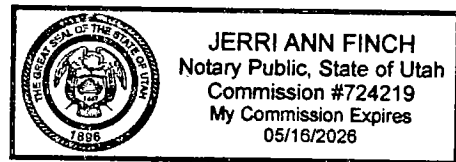

Tara Silver, City Recorder



STATE OF UTAH)
) ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 7 day of February 2024, by Mike Mendenhall, as Mayor of Spanish Fork City.

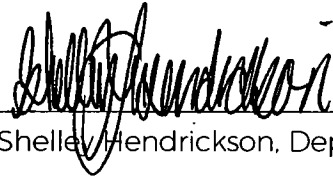

Notary Public



SPANISH FORK CITY

By: 
Mike Mendenhall, Mayor


Attest:

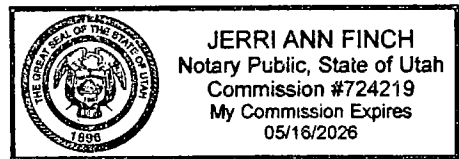

Shelley Hendrickson, Deputy City Recorder



STATE OF UTAH)
) ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 13 day of February, 2024, by Mike Mendenhall, as Mayor of Spanish Fork City.


Notary Public



DEVELOPER:

Spanish Fork Investments, LLC,
a Utah limited liability company

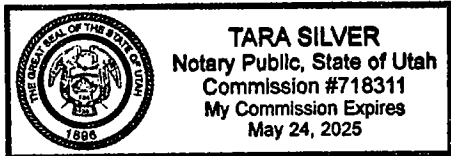
By: [Signature]
Printed Name: Garrett Seely
Its: Manager

Wood Springs, LLC,
a Utah limited liability company

By: [Signature]
Printed Name: Nickolas Simpson
Its: Member

STATE OF UTAH)
) ss.
COUNTY OF)

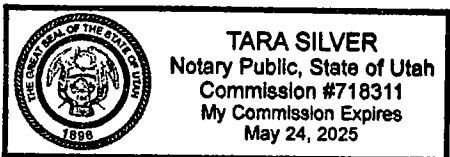
The foregoing instrument was acknowledged before me this 8 day of February, 2024 by Garrett Seely as manager of Spanish Fork Investments, LLC, a Utah limited liability company, on behalf of the limited liability company.



[Signature]
Notary Public

STATE OF UTAH)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 8 day of February, 2024 by Nickolas Simpson as Member of Wood Springs, LLC, a Utah limited liability company, on behalf of the limited liability company.



[Signature]
Notary Public

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

PARCEL 1 (Modera West):

BEGINNING AT A POINT WHICH LIES N89°31'29"E 602.63 FEET ALONG THE SECTION LINE AND NORTH 0.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N00°28'20"E 1014.83 FEET; THENCE N89°41'46"E 664.16 FEET; THENCE S00°06'54"W 1012.91 FEET; THENCE S89°32'18"W 4.91 FEET; THENCE N00°12'44"E 275.00 FEET; THENCE S89°32'13"W 621.34 FEET; THENCE S00°28'20"W 275.00 FEET; THENCE S89°32'18"W 43.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.60 ACRES.

PARCEL 2 (Modera East):

BEGINNING AT A POINT WHICH LIES N89°31'29"E 1328.24 FEET ALONG THE SECTION LINE AND NORTH 0.35 FEET FROM THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N00°00'06"W 322.82 FEET; THENCE N00°18'43"E 694.58 FEET; THENCE EAST 659.92 FEET; THENCE S00°00'55"W 326.54 FEET; THENCE N89°50'20"E 655.93 FEET; THENCE S00°11'38"E 331.13 FEET; THENCE S00°17'30"E 350.76 FEET; THENCE S89°31'53"W 1322.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.74 ACRES.

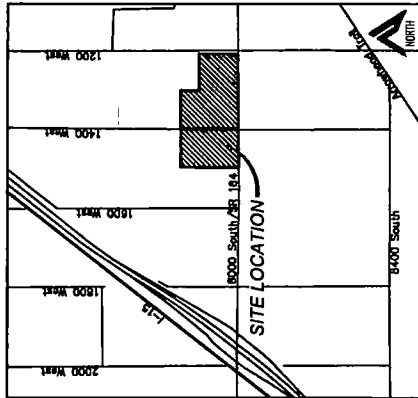
EXHIBIT B

**MODERA SUBDIVISION
PRELIMINARY PLAT AND DEVELOPER PLANS**

MODERA SUBDIVISION

A RESIDENTIAL SUBDIVISION
SPANISH FORK, UTAH
PRELIMINARY PLAN SET
JANUARY 2024

SHEET INDEX



VICINITY MAP

-SHEET INDEX-

SHEET NAME

COVER	1
OVERALL BOUNDARY	2A
OVERALL BOUNDARY	2B
OVERALL SITE PLAN	3A
OVERALL SITE PLAN	3B
OFFSITE UTILITIES	3C
OFFSITE UTILITIES	3D
EXISTING TOPOGRAPHY	4A
EXISTING TOPOGRAPHY	4B
DRAINAGE PLAN	5A
DRAINAGE PLAN	5B
FIRE ACCESS PLAN	6A
FIRE ACCESS PLAN	6B
PHASING PLAN	7
TRANSPORTATION PLAN	8A
TRANSPORTATION PLAN	8B
UDOT ACCESS PLAN	9A
UDOT ACCESS PLAN	9B
DETAIL SHEET	DT-01
DETAIL SHEET	DT-02
RINDLISBACHER & FIG TORREY RANCH	ALTA

LEGEND

(APPLICABLE TO ALL SHEETS)

◆	EXTENDING POWER POLE
◆	PROPAGATED POWER POLE
◆	EXTENDING STREET LIGHT
◆	PROPAGATED STREET LIGHT
◆	EXTENDING WATER MAIN
◆	PROPAGATED WATER MAIN
◆	EXTENDING SAN
◆	PROPAGATED SAN
◆	EXTENDING GAS
◆	PROPAGATED GAS
◆	EXTENDING SLOTTED WATER
◆	PROPAGATED SLOTTED WATER
◆	PROPERTY BOUNDARY
◆	BOUNDARY
◆	LOT LINE
◆	SECTION LINE
◆	EXISTING ROAD USE
◆	EXISTING ROAD USE
◆	EXISTING ROAD POWER
◆	EXISTING ROAD POWER
◆	EXISTING POWER LINE
◆	EXISTING POWER LINE
◆	EXISTING WATER
◆	EXISTING WATER
◆	EXISTING SAN
◆	EXISTING SAN
◆	EXISTING GAS
◆	EXISTING GAS
◆	EXISTING SLOTTED WATER
◆	EXISTING SLOTTED WATER
◆	PROPAGATED POWER LINE
◆	PROPAGATED STREET LIGHT
◆	PROPAGATED WATER MAIN
◆	PROPAGATED SAN
◆	PROPAGATED GAS
◆	PROPAGATED SLOTTED WATER

GENERAL NOTES:
1. ALL ELECTRICAL SYSTEMS SHALL CONFORM TO SPANISH FORK STANDARDS.
2. ELECTRICAL SYSTEMS TO BE INSTALLED PER SPANISH FORK CITY ELECTRICAL DESIGN AND STANDARDS. ALL ELECTRICAL SYSTEMS SHALL BE DESIGNED AND INSTALLED PER THE MOST CURRENT VERSION OF THE SPANISH FORK CITY ELECTRICAL DESIGN AND STANDARDS. ALL ELECTRICAL SYSTEMS SHALL BE DESIGNED AND INSTALLED PER THE MOST CURRENT VERSION OF THE SPANISH FORK CITY ELECTRICAL DESIGN AND STANDARDS. ALL ELECTRICAL SYSTEMS SHALL BE DESIGNED AND INSTALLED PER THE MOST CURRENT VERSION OF THE SPANISH FORK CITY ELECTRICAL DESIGN AND STANDARDS.

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1. ALL ELECTRICAL SYSTEMS SHALL CONFORM TO SPANISH FORK STANDARDS.
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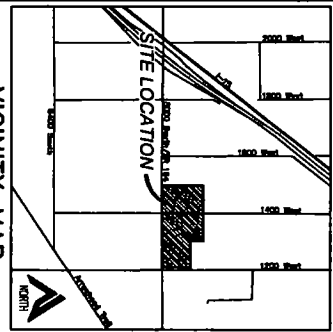
GENERAL NOTES:
1. ALL ELECTRICAL SYSTEMS SHALL CONFORM TO SPANISH FORK STANDARDS.
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ENGINEER/ARCHITECT CONTACT INFO:
ATLAS ENGINEERING LLC
1010 N. 800 W. SUITE A
SPANISH FORK, UT 84660
907.115.2642
907.115.2643

MODERA SUBDIVISION



23/2024-01-27 10:41:30 AM 2024 JANUARY 27 10:41:30 AM 2024 JANUARY 27 10:41:30 AM

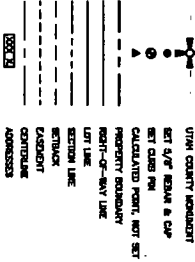


SURVEYOR'S CERTIFICATE

I, DANA T. HAIN, DO hereby certify that I, as a Professional Land Surveyor, have made a personal inspection of the site and have observed the construction of the improvements shown on this plan and that they are as shown on this plan and that they are true and correct.

LEGEND

UTAH COUNTY MONUMENT
 SET 4/7' BEAM & CAP
 SET 4/8' PIN
 CALCULATED POINT, NOT SET
 PROPERTY BOUNDARY
 RIGHT-OF-WAY LINE
 LIFT LINE
 SETTING LINE
 SETBACK
 EASEMENT
 CONTINGENT
 ADDRESS
 PROPOSED LOT NUMBERS



GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.

2. ALL CORNER POINTS ARE TO BE SET IN PERMANENTLY PLACED MONUMENTS.

3. ALL MONUMENTS ARE TO BE SET IN ACCORDANCE WITH THE SURVEYING CODE OF THE STATE OF UTAH, CHAPTER 200A, SEC. 2-200A-10, 2-200A-11, 2-200A-12, 2-200A-13, 2-200A-14, 2-200A-15, 2-200A-16, 2-200A-17, 2-200A-18, 2-200A-19, 2-200A-20, 2-200A-21, 2-200A-22, 2-200A-23, 2-200A-24, 2-200A-25, 2-200A-26, 2-200A-27, 2-200A-28, 2-200A-29, 2-200A-30.

DATA TABLE

TOTAL ACRES: 37.24

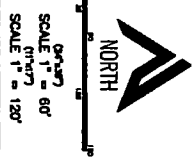
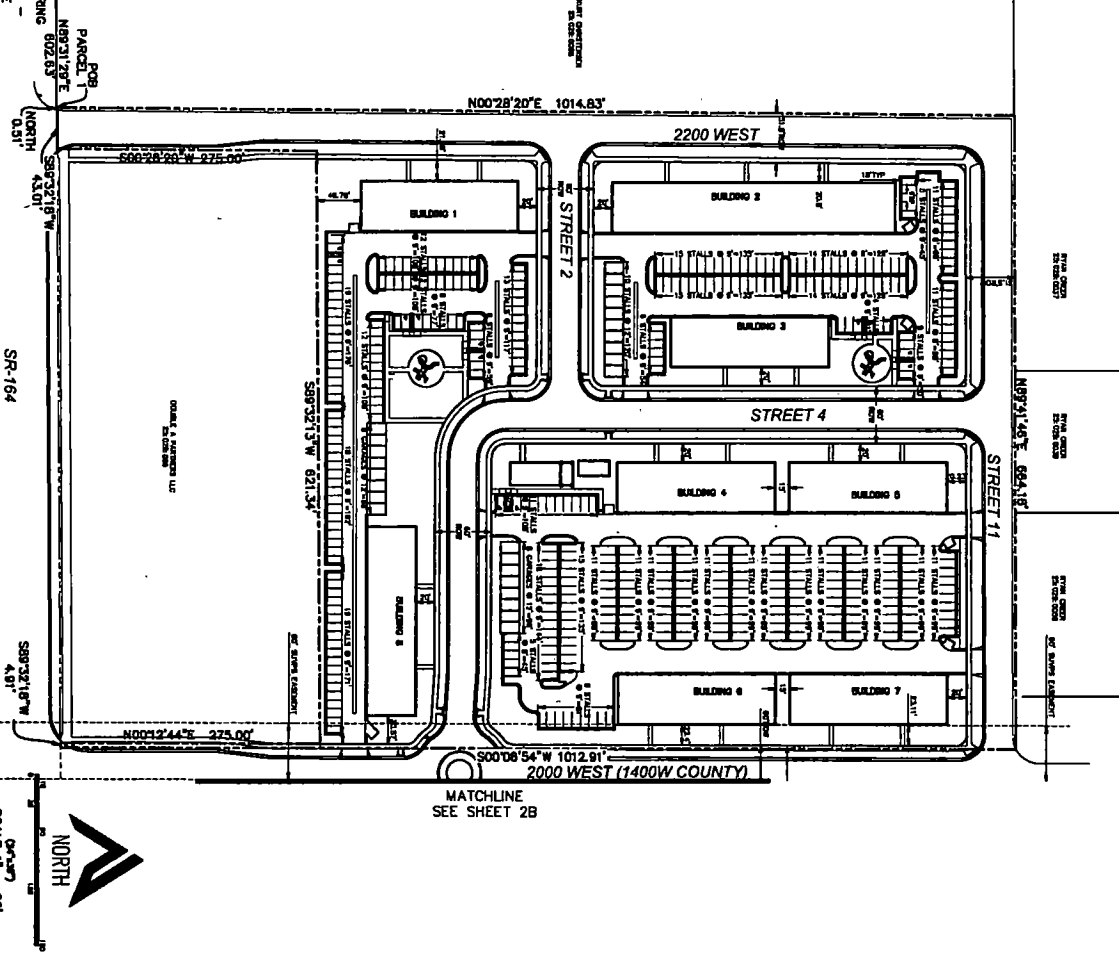
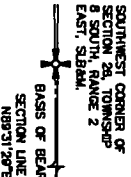
ACRES PER UNIT: .92

UNITS PER ACRES: 11.07

PARKING STALLS: 1200

DRIVEWAYS: 355

ADDRESS: SR-164



MODERA SUBDIVISION

ATLAS ENGINEERING

CIVIL · STRUCTURAL · SURVEY

PHONE 801-433-2550
 300 N. 1100 W. SUITE 101
 SPANISH FORK, UT 84603

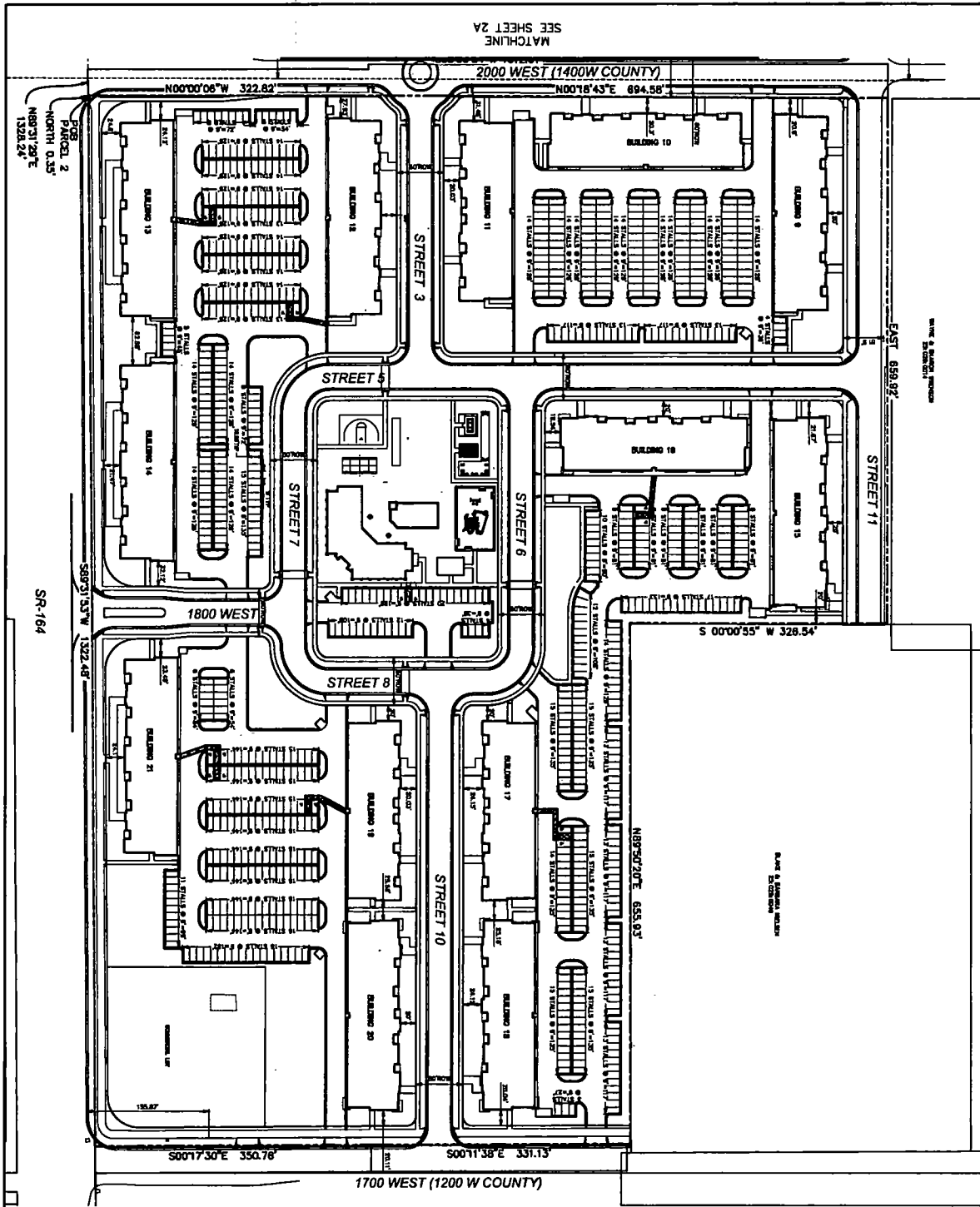
OVERALL BOUNDARY

SPANISH FORK, UTAH


NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9

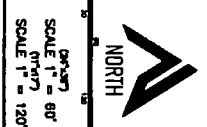
SHEET NO.

2A

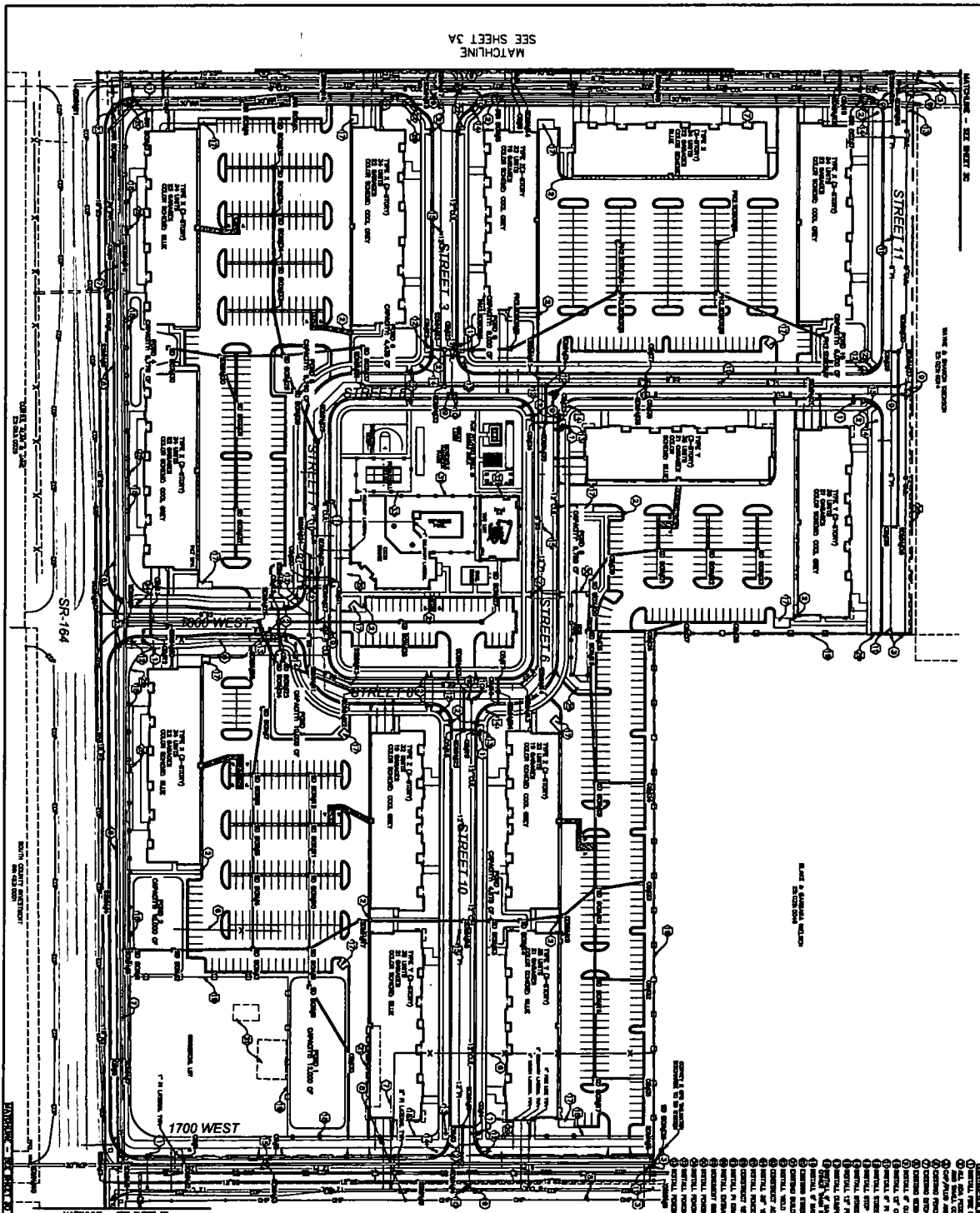


DISCLAIMER: THESE PLANS, SPECIFICATIONS, AND SCHEDULES ARE PREPARED BY ATLAS ENGINEERING FOR THE PROJECT DESCRIBED HEREIN. THE USER OF THESE PLANS, SPECIFICATIONS, AND SCHEDULES IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND RECORDS FROM THE APPROPRIATE AGENCIES. ATLAS ENGINEERING SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, OMISSIONS, OR INADEQUACIES IN THE USE OF THESE PLANS, SPECIFICATIONS, AND SCHEDULES. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED TO ATLAS ENGINEERING. THESE PLANS, SPECIFICATIONS, AND SCHEDULES ARE TO BE USED ONLY FOR THE PROJECT DESCRIBED HEREIN AND ARE NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF ATLAS ENGINEERING. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, APPROVALS, AND RECORDS FROM THE APPROPRIATE AGENCIES. ATLAS ENGINEERING SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, OMISSIONS, OR INADEQUACIES IN THE USE OF THESE PLANS, SPECIFICATIONS, AND SCHEDULES. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED TO ATLAS ENGINEERING.

 <p>MODERA SUBDIVISION ATLAS ENGINEERING CIVIL · STRUCTURAL · SURVEY</p> <p>PHONE: 405-455-0505 445 E. BOND STREET, SUITE 100 SPRINGTOWN, UT 84409</p>	<p>OVERALL BOUNDARY</p>	<p>SHEET NO.</p> <p style="font-size: 24pt; font-weight: bold;">2B</p>
	<p>SPANISH FORK, UTAH</p>	




MATCHLINE - SEE SHEET 3A



MATCHLINE - SEE SHEET 3B

NO.	DESCRIPTION
1	RETRACT FROM THE SWANSON FROM CITY EXISTING...
2	RETRACT FROM THE SWANSON FROM CITY EXISTING...
3	RETRACT FROM THE SWANSON FROM CITY EXISTING...
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50	RETRACT FROM THE SWANSON FROM CITY EXISTING...

MODERA SUBDIVISION



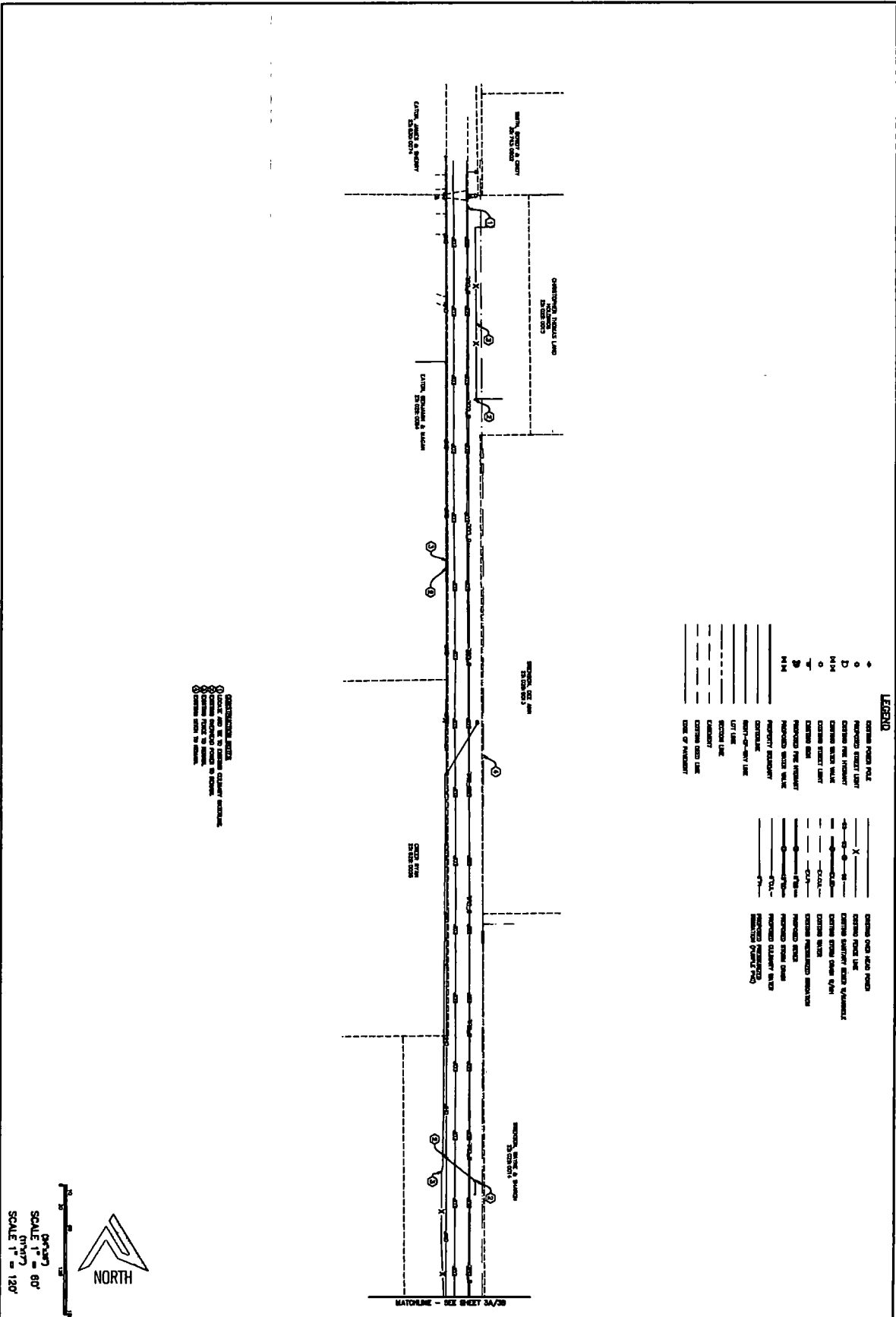
ATLAS ENGINEERING
CIVIL · STRUCTURAL · SURVEY

PHONE 801-433-0598
596 E. 620 S. SUITE 1700
SALT LAKE CITY, UT 84143

OVERALL SITE PLAN

SPANISH FORK, UTAH

SHEET NO.	3B
DATE	NOV 2024



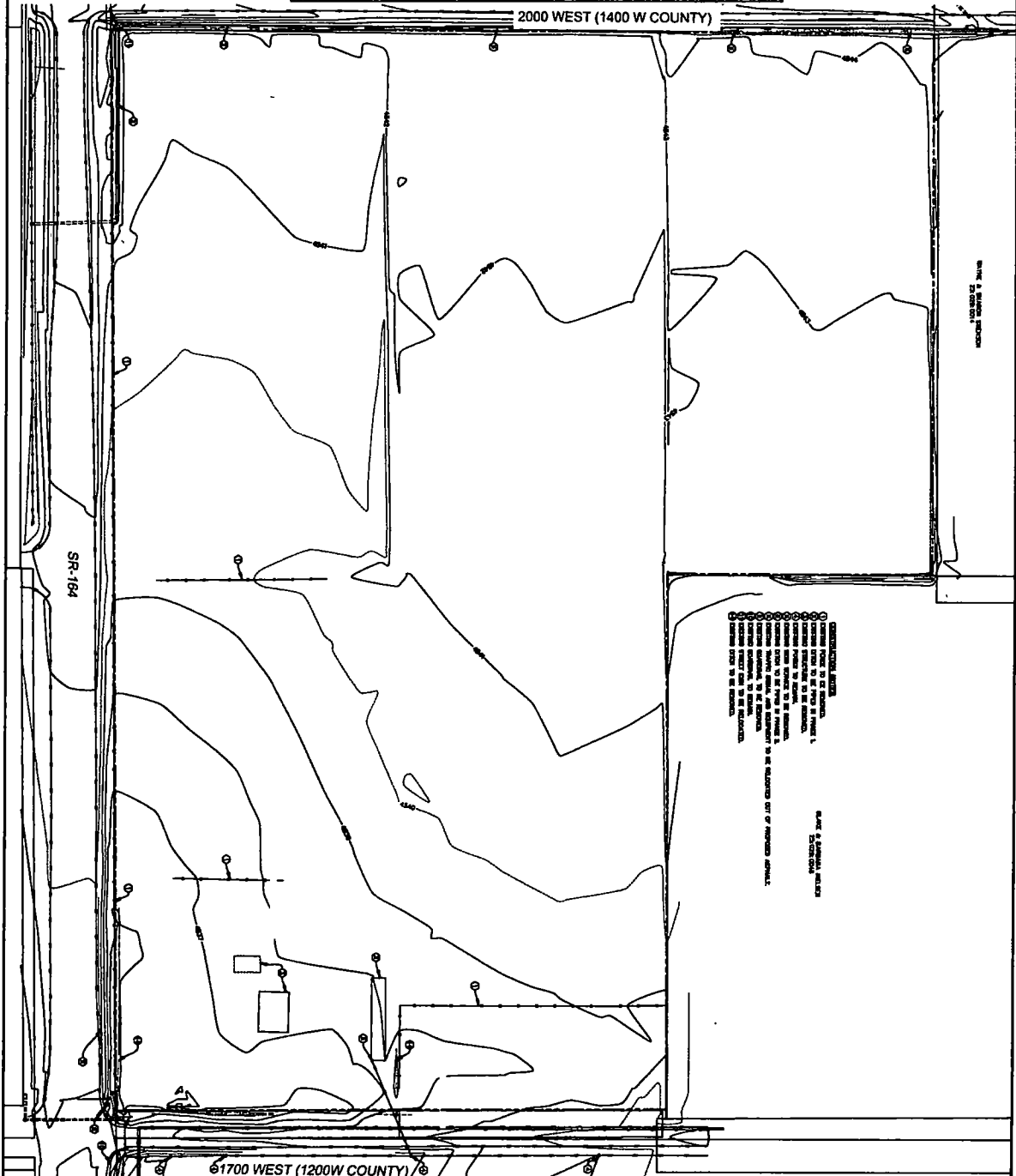
<p>MODERA SUBDIVISION</p> <p>ATLAS ENGINEERING CIVIL · STRUCTURAL · SURVEY</p> <p><small>PHONE: 435-455-6508 314 E. 800 N. SUITE A SPRINGDALE, UT 84403</small></p>	<p>OFFSITE UTILITIES</p>	<p>SHEET NO.</p> <p>3C</p>	
	<p>SPANISH FORK, UTAH</p>		

MATCHLINE
SEE SHEET 4A

LEGEND

- CANTONED PAVEMENT PALETTE
- CANTONED STREET LIGHT
- CANTONED FIRE HYDRANT
- CANTONED WALKER
- CANTONED STREET LIGHT
- CANTONED SIGN
- CANTONED PALETTE
- CANTONED STREET LIGHT
- CANTONED WALKER
- CANTONED SIGN
- CANTONED PALETTE
- CANTONED STREET LIGHT
- CANTONED WALKER
- CANTONED SIGN
- CANTONED PALETTE
- CANTONED STREET LIGHT
- CANTONED WALKER
- CANTONED SIGN
- CANTONED PALETTE
- CANTONED STREET LIGHT
- CANTONED WALKER
- CANTONED SIGN
- CANTONED PALETTE

VICINITY MAP



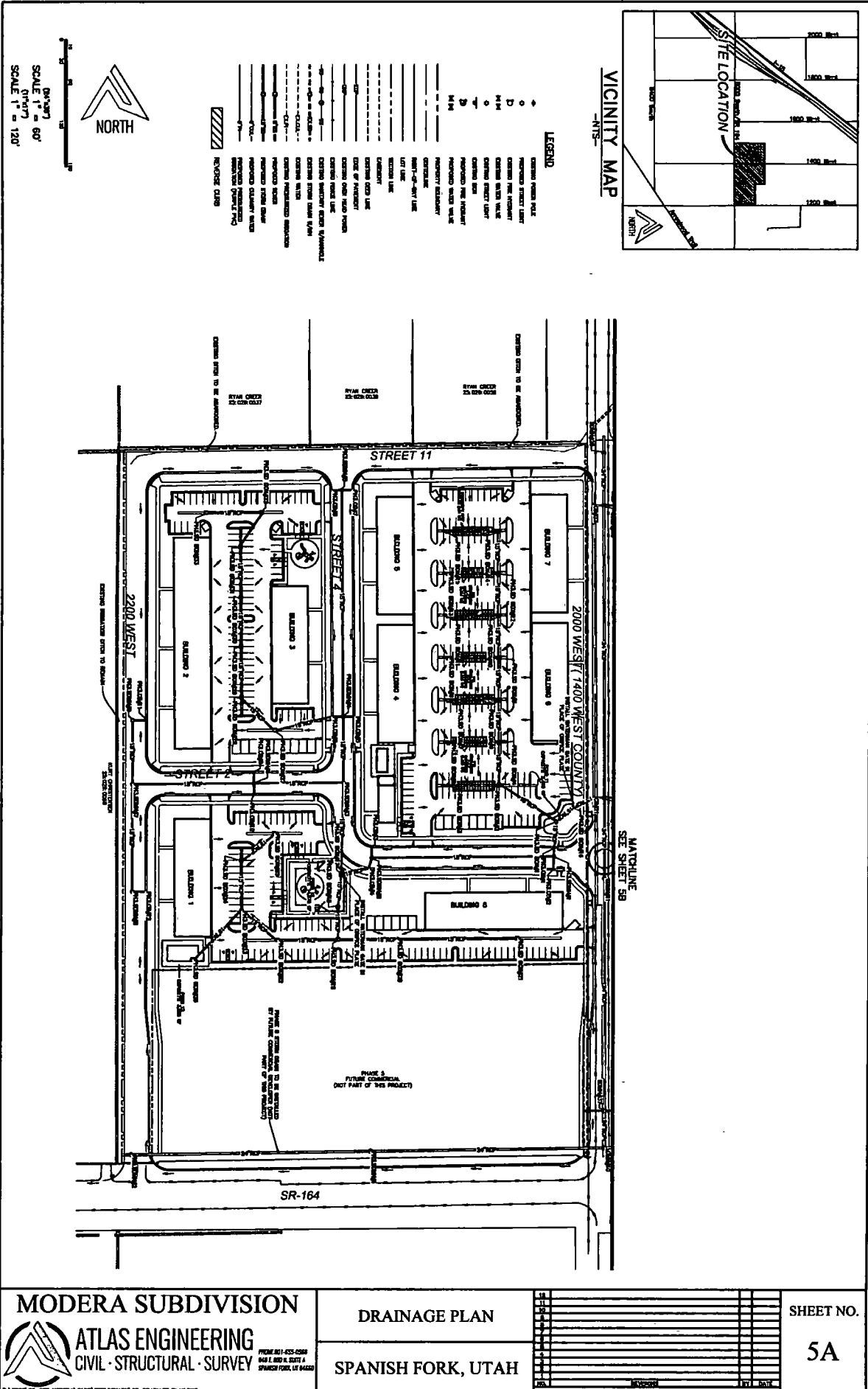
MODERA SUBDIVISION

ATLAS ENGINEERING
CIVIL · STRUCTURAL · SURVEY


PHONE 601-653-6566
510 E. BOX 11, SUITE 1
SPRINGFIELD, UT 84606

EXISTING TOPOGRAPHY
SPANISH FORK, UTAH

SHEET NO.
4B



MODERA SUBDIVISION



ATLAS ENGINEERING
 CIVIL · STRUCTURAL · SURVEY

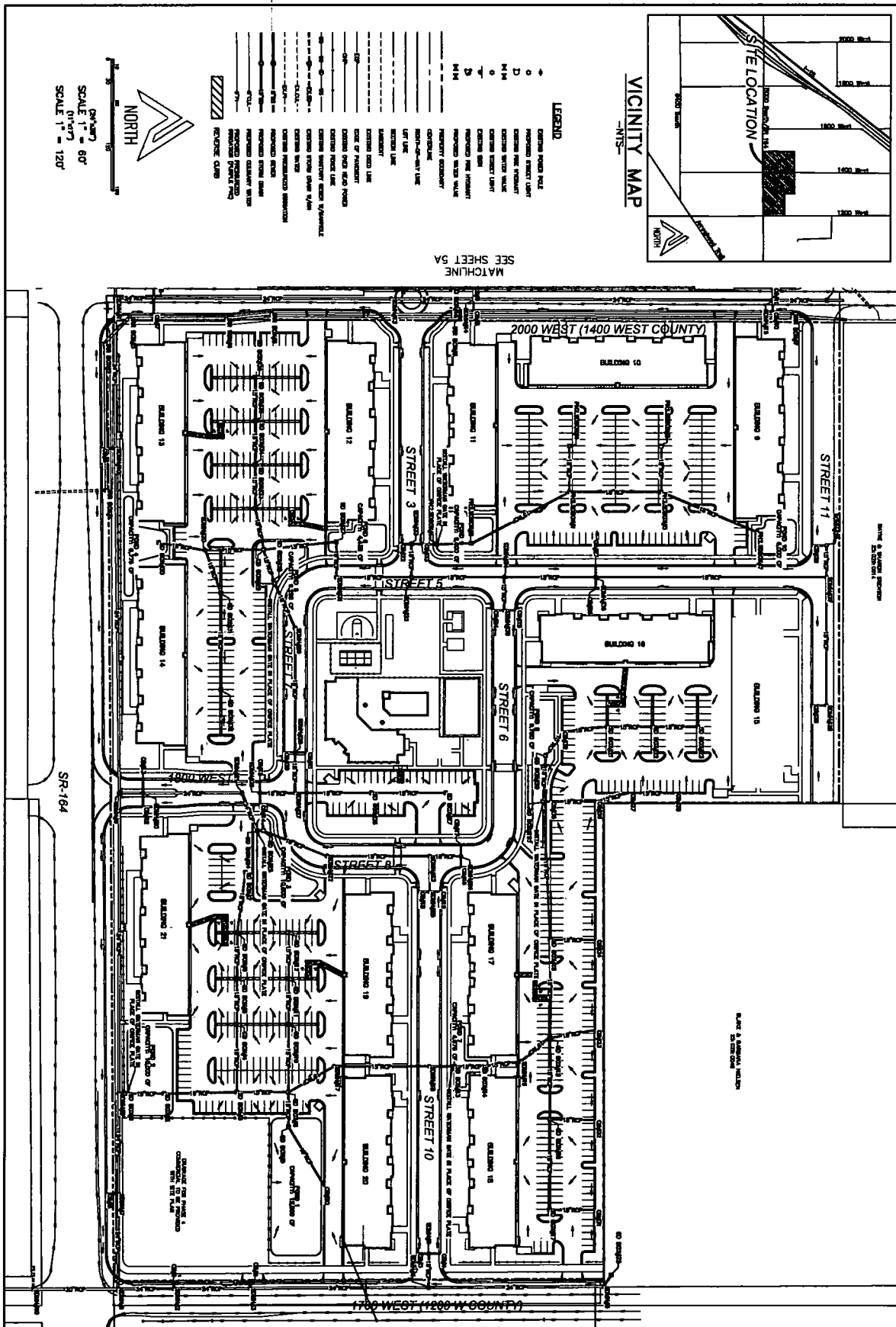
PHONE 401-455-0368
 3400 S. AND R. BLVD. SUITE 100
 SPANISH FORK, UT 84602

DRAINAGE PLAN

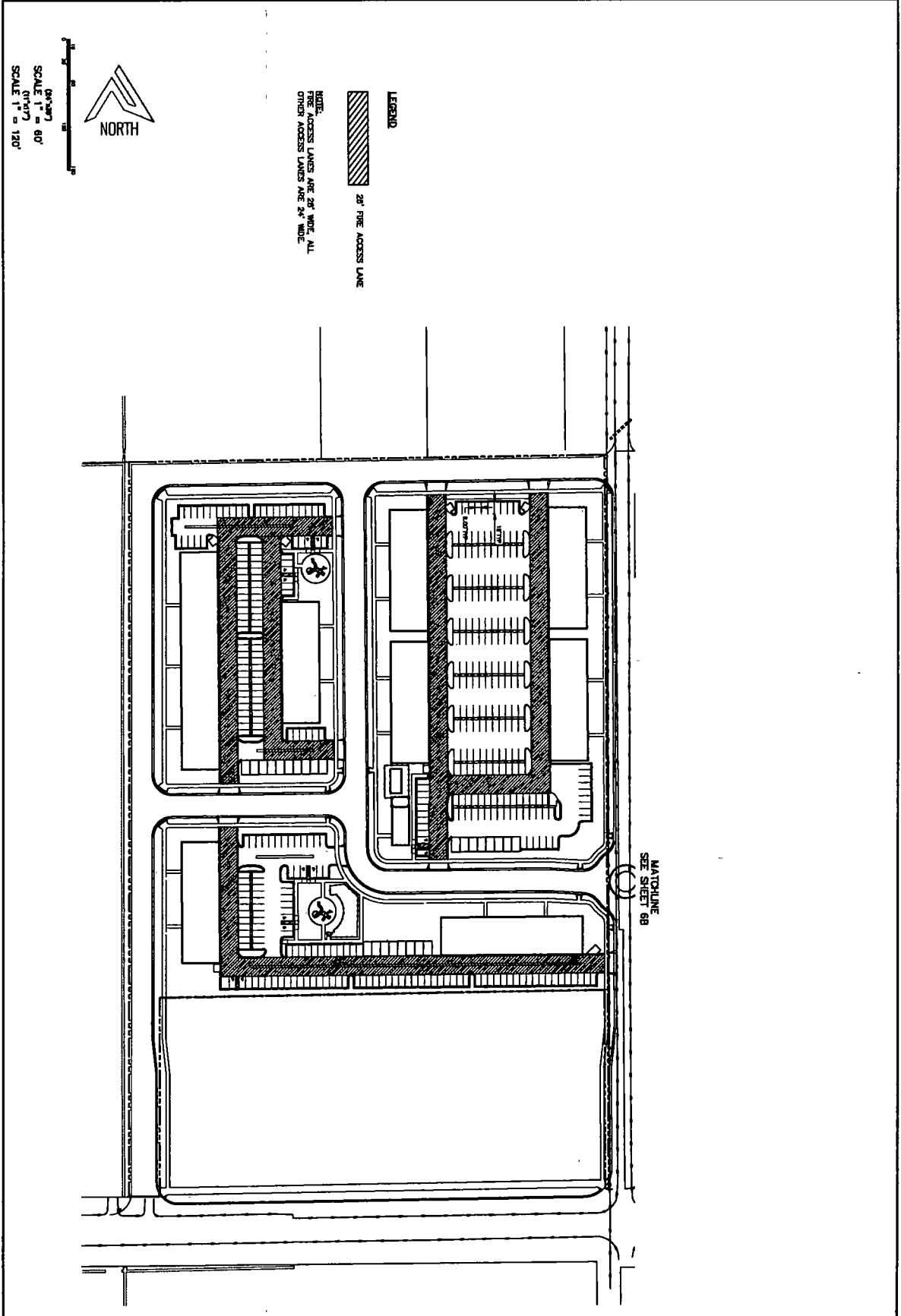
SPANISH FORK, UTAH

SHEET NO.

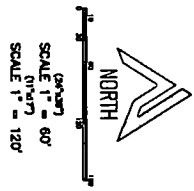
5A




<p>MODERA SUBDIVISION ATLAS ENGINEERING CIVIL · STRUCTURAL · SURVEY PHONE (801) 455-0506 248 E 800 N SUITE A SPANISH FORK, UT 84303</p>	<p>DRAINAGE PLAN</p>	<p>SHEET NO.</p> <p>5B</p>
	<p>SPANISH FORK, UTAH</p>	



<p>MODERA SUBDIVISION</p> <p>ATLAS ENGINEERING CIVIL · STRUCTURAL · SURVEY</p> <p><small>PHONE 407-855-0556 515 S. 800 W. SUITE 100 SPRINGVILLE, UT 84403</small></p>	<p>FIRE ACCESS PLAN</p>	<p>SHEET NO.</p> <p style="font-size: 2em;">6A</p>
	<p>SPANISH FORK, UTAH</p>	

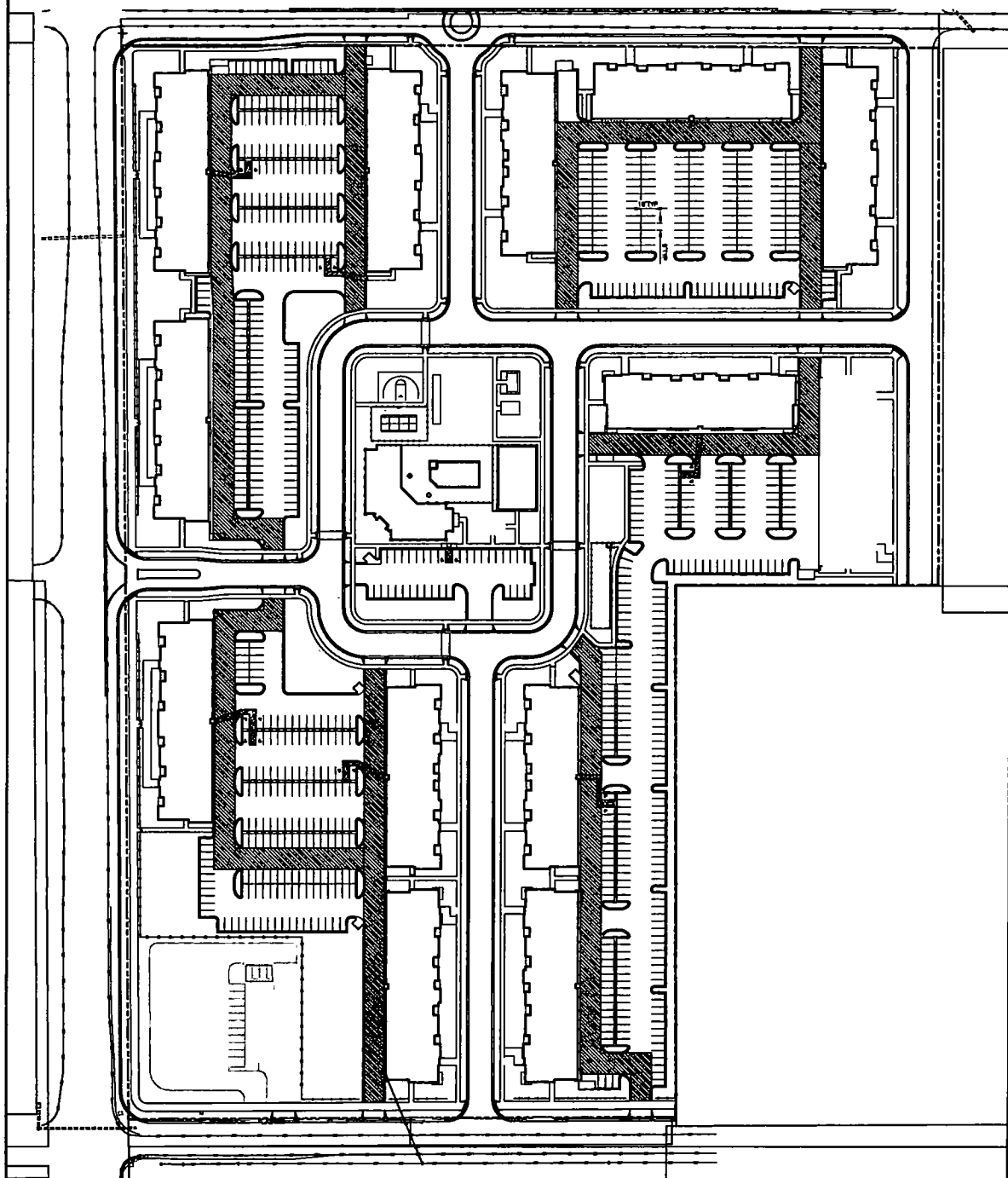



SCALE 1" = 60'
SCALE 1" = 120'

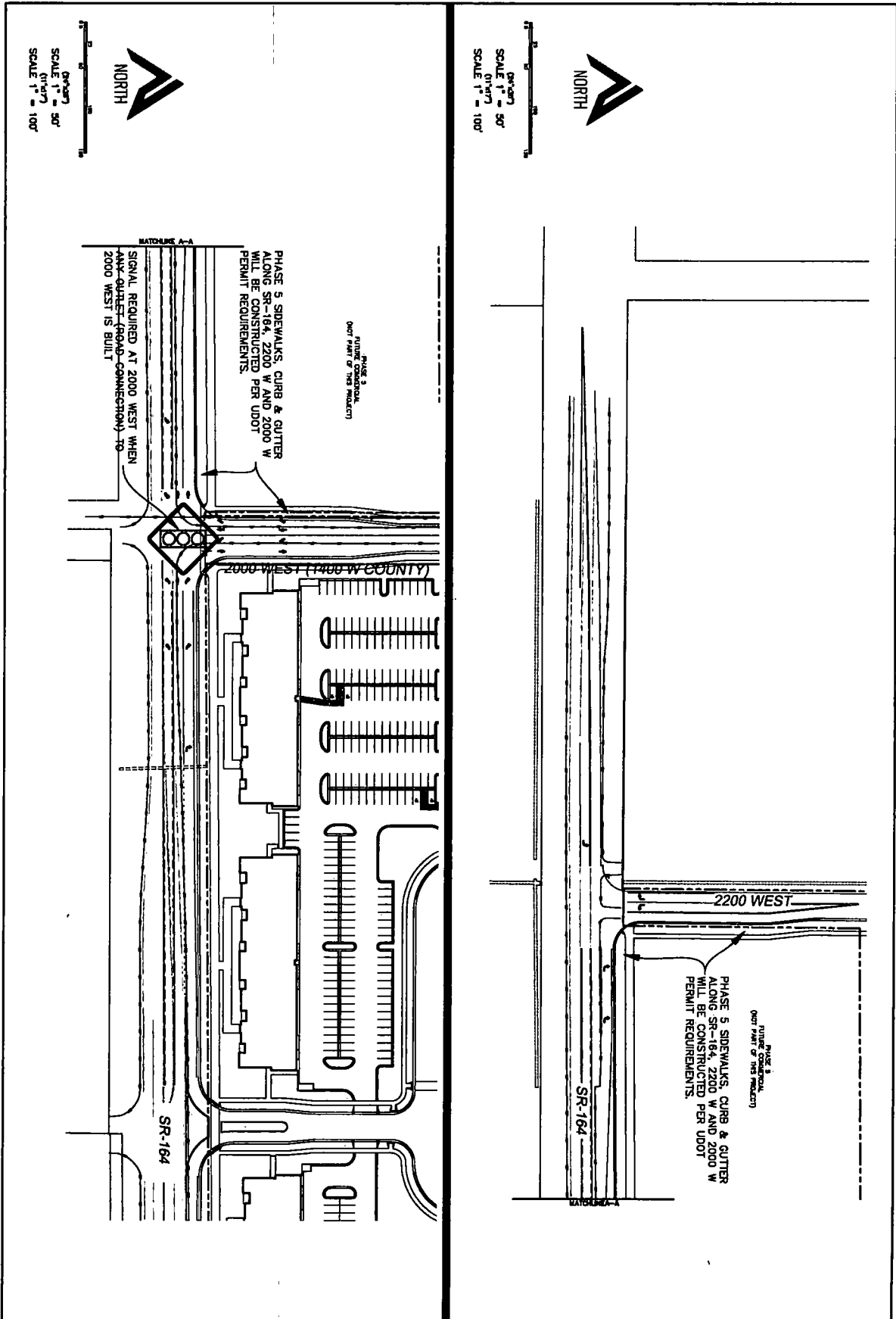
LEGEND

 20' FIRE ACCESS LANE

NOTE:
 FIRE ACCESS LINES ARE 20' WIDE. ALL OTHER ACCESS LINES ARE 24' WIDE.

MATCHLINE
SEE SHEET 6A



<p>MODERA SUBDIVISION</p>  <p>ATLAS ENGINEERING CIVIL · STRUCTURAL · SURVEY</p> <p><small>PHONE: 801-453-0556 548 E. 400 N. SUITE A SPANISH FORK, UT 84602</small></p>	<p>FIRE ACCESS PLAN</p>	<p>SHEET NO.</p> <p>6B</p>
	<p>SPANISH FORK, UTAH</p>	

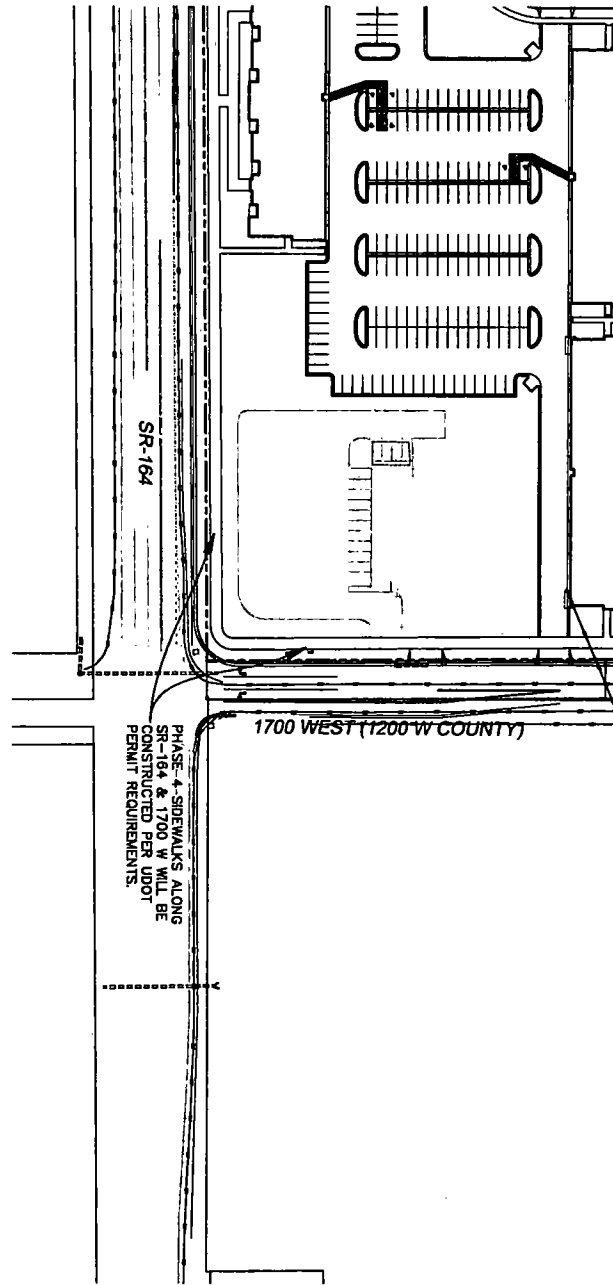
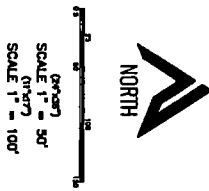


MODERA SUBDIVISION
ATLAS ENGINEERING
CIVIL · STRUCTURAL · SURVEY
PHONE 801-455-0555
BOX 6, 800 N. SUITE A
SPANISH FORK, UT 84603

TRANSPORTATION PLAN
SPANISH FORK, UTAH

NO.	DATE	BY	CHKD.

SHEET NO.
8A



MODERA SUBDIVISION



ATLAS ENGINEERING
 CIVIL · STRUCTURAL · SURVEY

PERM 001-655-0506
 515 E. 1200 S. SUITE # 2
 SPANISH FORK, UT 84305

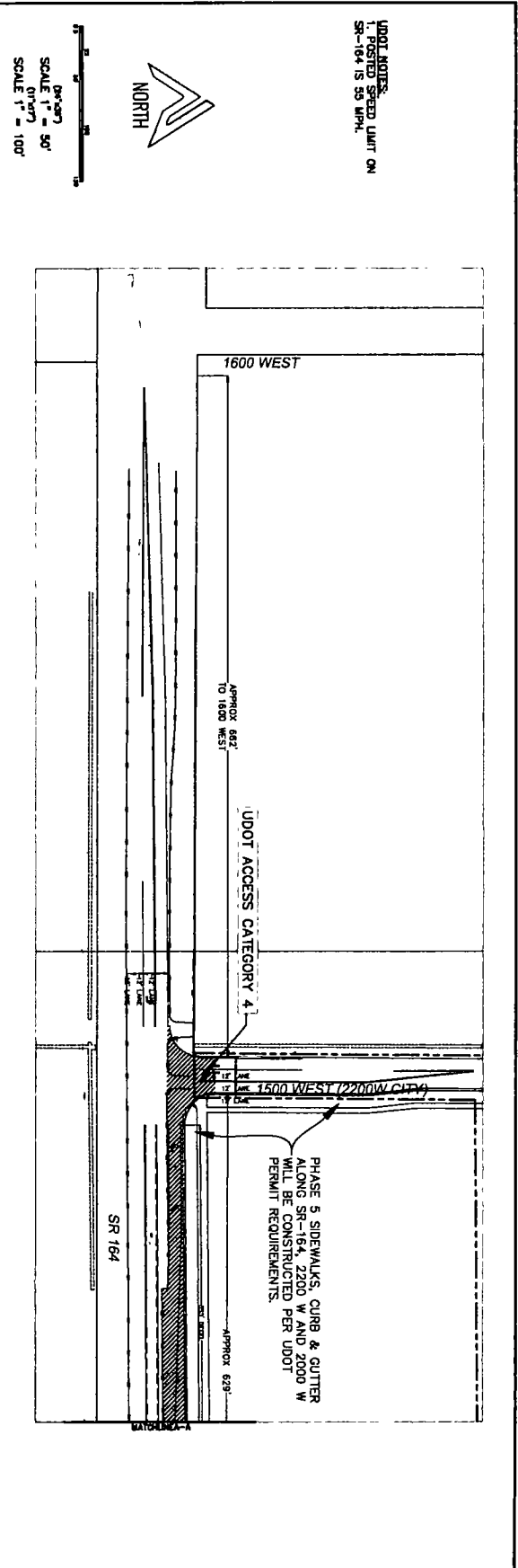
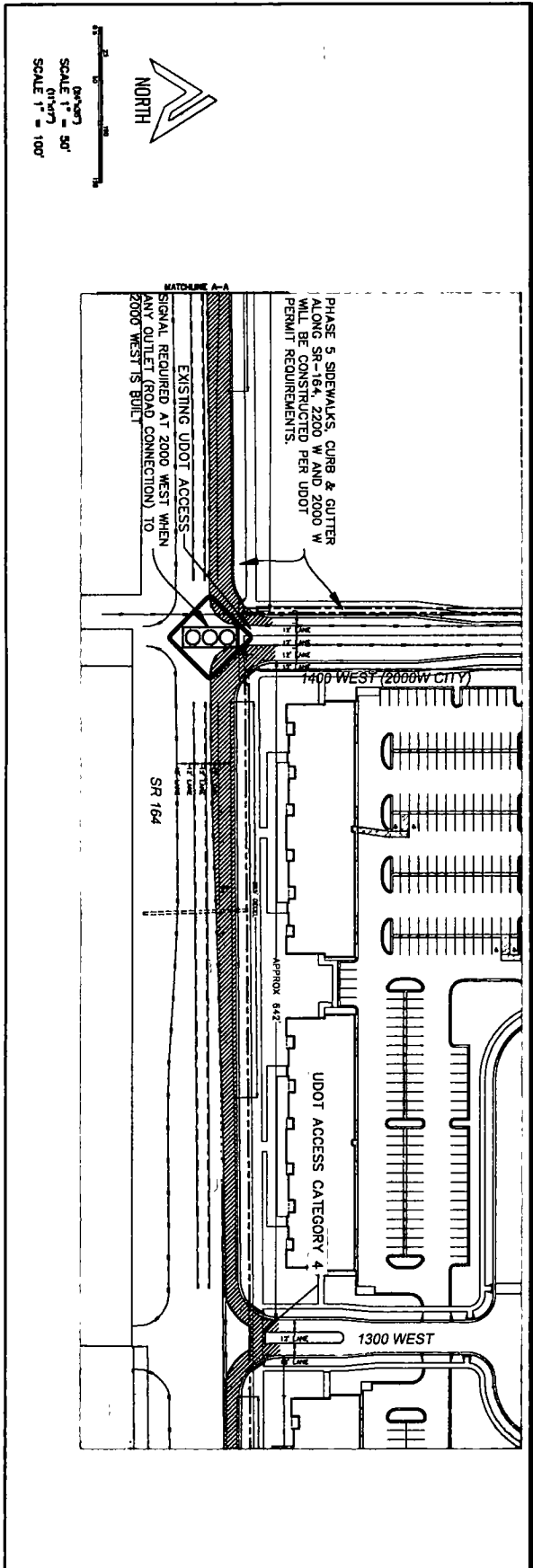
TRANSPORTATION PLAN

SPANISH FORK, UTAH

NO.	DATE	BY	CHK

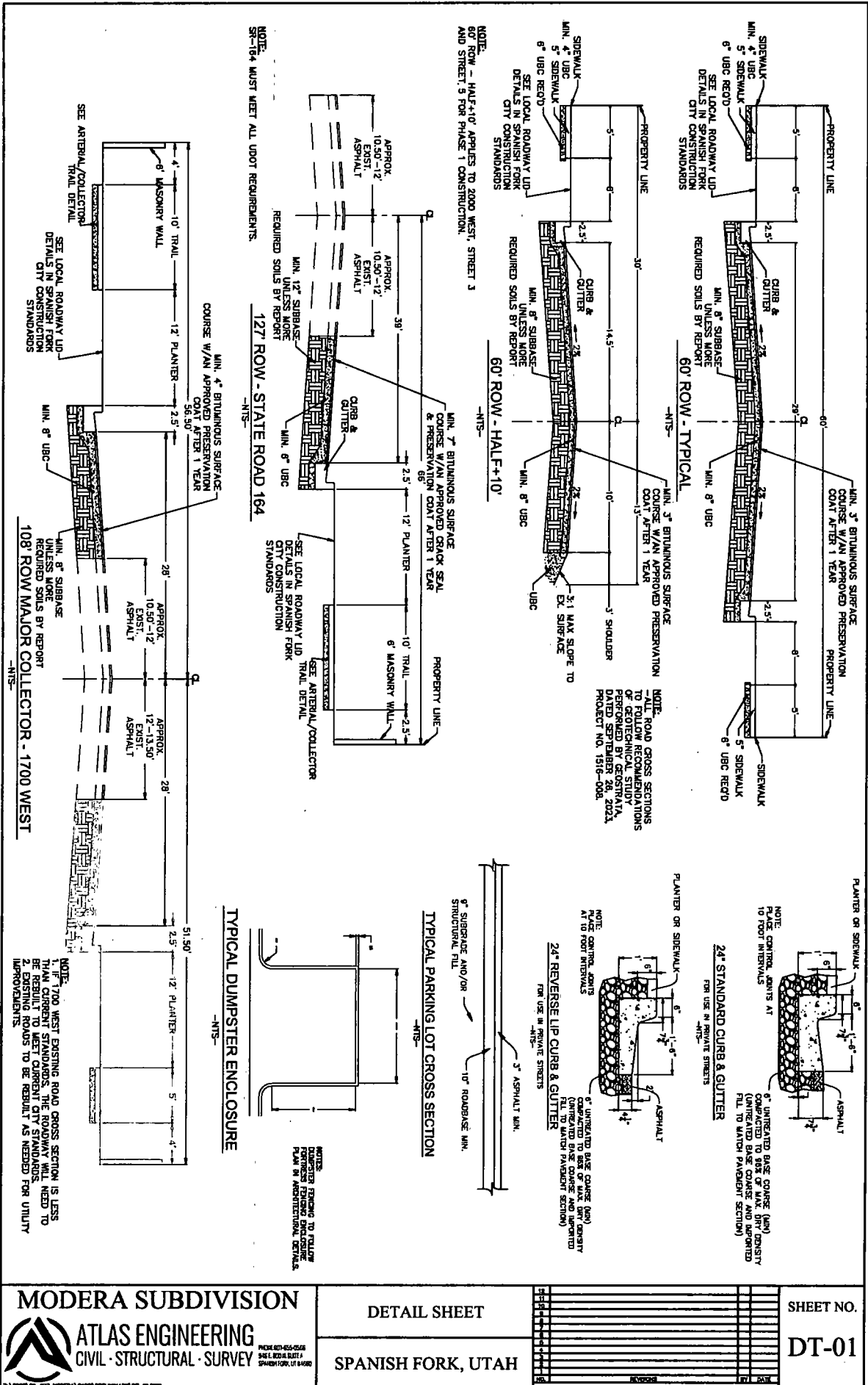
SHEET NO.

8B



UDOT NOTES:
1. POSTED SPEED LIMIT ON SR-164 IS 35 MPH.

<p>MODERA SUBDIVISION ATLAS ENGINEERING CIVIL · STRUCTURAL · SURVEY</p> <p>PHONE 801-454-0588 541 E. 800 N. SUITE 110 SPANISH FORK, UT 84303</p>	UDOT ACCESS PLAN	SHEET NO. 9A
	SPANISH FORK, UTAH	



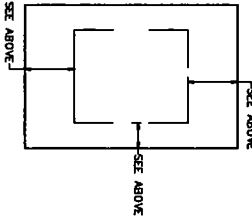
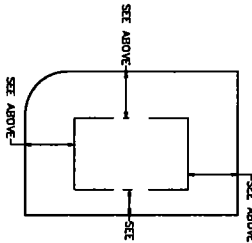
MODERA SUBDIVISION
ATLAS ENGINEERING
 CIVIL · STRUCTURAL · SURVEY
 PHONE: 407-455-0566
 FAX: 407-455-0567
 WWW.ATLAS-ENGINEERING.COM

DETAIL SHEET
 SPANISH FORK, UTAH

SHEET NO.	DT-01
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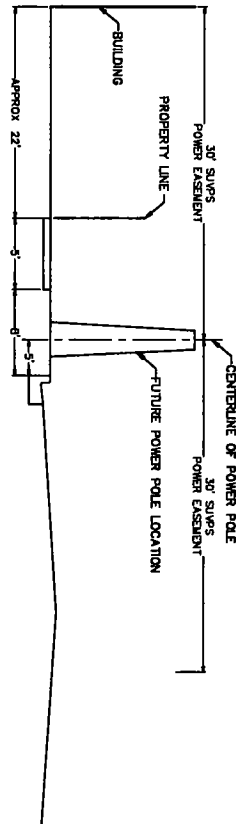
REVISIONS
 1. 11/20/23 - REVISED PER COMMENTS FROM CIVIL ENGINEER AND ARCHITECT FOR SETBACKS AND EASEMENTS.
 2. 11/20/23 - REVISED PER COMMENTS FROM CIVIL ENGINEER AND ARCHITECT FOR SETBACKS AND EASEMENTS.
 3. 11/20/23 - REVISED PER COMMENTS FROM CIVIL ENGINEER AND ARCHITECT FOR SETBACKS AND EASEMENTS.
 4. 11/20/23 - REVISED PER COMMENTS FROM CIVIL ENGINEER AND ARCHITECT FOR SETBACKS AND EASEMENTS.
 5. 11/20/23 - REVISED PER COMMENTS FROM CIVIL ENGINEER AND ARCHITECT FOR SETBACKS AND EASEMENTS.

NOTES
 1. ALL ROAD CROSS SECTIONS TO FOLLOW RECOMMENDATIONS OF GEOTECHNICAL ENGINEER PERFORMED BY GEOSPITALIA, DATED SEPTEMBER 29, 2023, PROJECT NO. 1518-008.
 2. MIN. 4" BITUMINOUS SURFACE COURSE W/AN APPROVED PRESERVATION COAT AFTER 1 YEAR.
 3. MIN. 8" SUBBASE.
 4. MIN. 6" UBC.
 5. 3:1 MAX. SLOPE TO EX. SURFACE.
 6. 5' SHOULDER.
 7. MIN. 4" UBC.



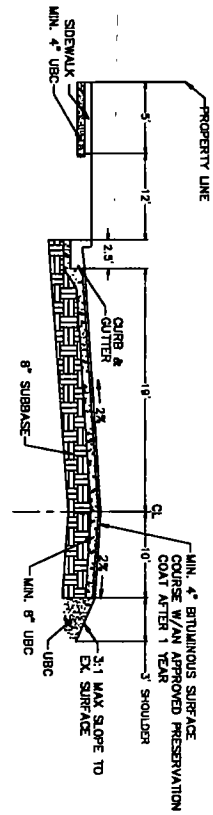
DETAIL-TYP. BUILDING SETBACK & EASEMENT

-NTS-



SUVP'S POWER EASEMENT DETAIL

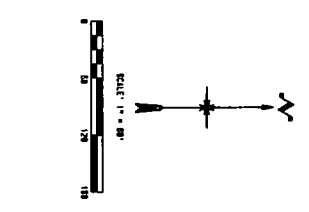
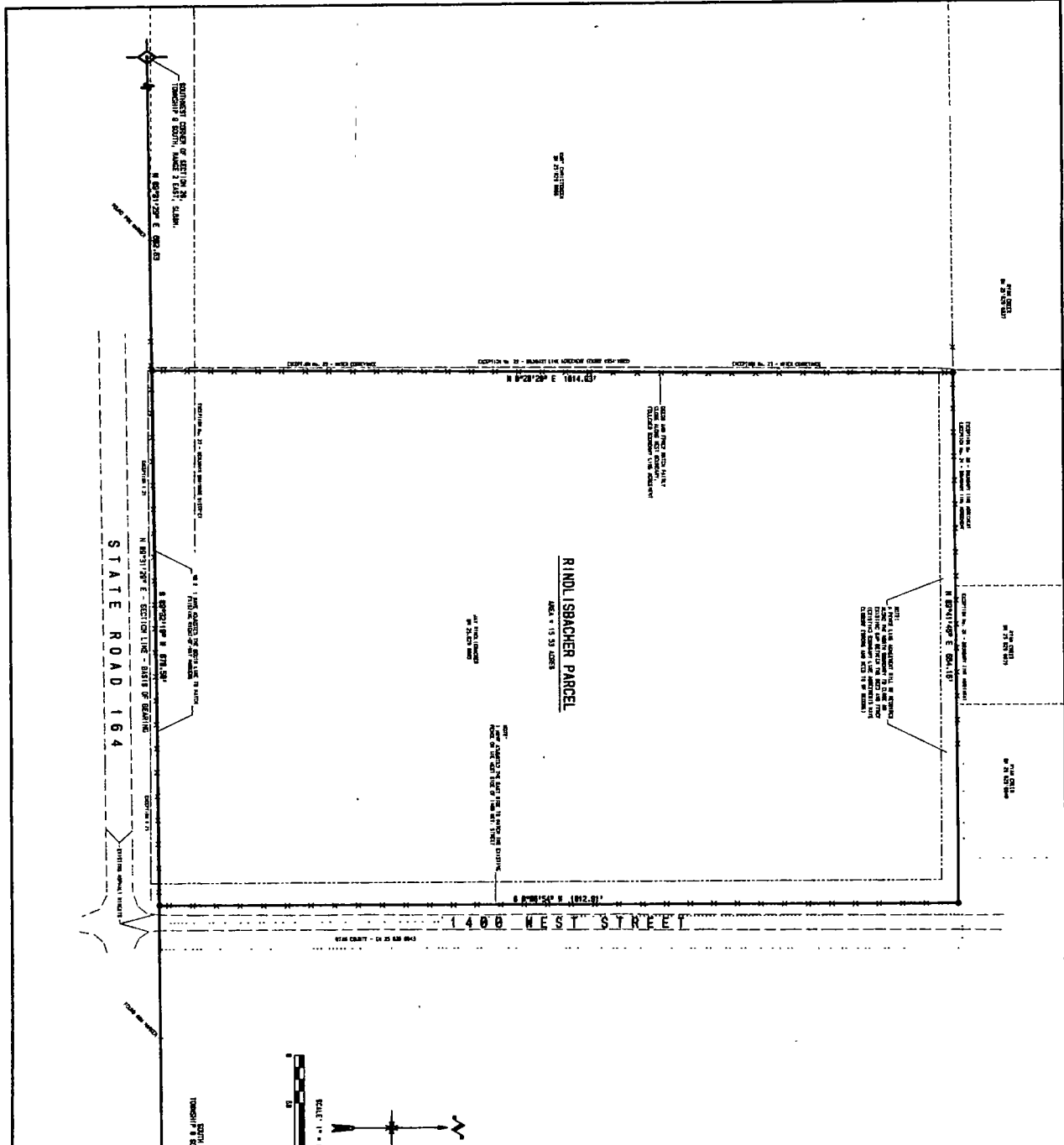
-NTS-



77' ROW - HALF+10' (2200 W & STREET 11)

-NTS-

NOTE:
 - ALL ROAD CROSS SECTIONS TO FOLLOW RECOMMENDATIONS OF GEOTECHNICAL ENGINEER PERFORMED BY GEOSPITALIA, DATED SEPTEMBER 29, 2023, PROJECT NO. 1518-008.



R. R. Rindlisbacher
 R. R. Rindlisbacher
 Professional Engineer
 License No. 10000
 State of Utah
 May 21, 2021

LEGEND:
 - - - - - 1/4 SECTION OF SETTLEMENT
 - - - - - 1/2 SECTION OF SETTLEMENT
 - - - - - 1/4 SECTION OF SETTLEMENT

GENERAL REMARKS:
 1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1956, AS AMENDED, AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF UTAH, WHICH ARE HEREBY REFERRED TO AS THE SURVEYING ACT.
 2. THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMES WITHIN THE MEANING AND INTENT OF THE SURVEYING ACT.
 3. I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE RESULTS OF MY SURVEY.
 4. I HAVE NOT BEEN AFFECTED BY ANY INTEREST IN THE LAND SURVEYED.
 5. I HAVE NOT BEEN AFFECTED BY ANY INTEREST IN THE LAND SURVEYED.
 6. I HAVE NOT BEEN AFFECTED BY ANY INTEREST IN THE LAND SURVEYED.
 7. I HAVE NOT BEEN AFFECTED BY ANY INTEREST IN THE LAND SURVEYED.
 8. I HAVE NOT BEEN AFFECTED BY ANY INTEREST IN THE LAND SURVEYED.
 9. I HAVE NOT BEEN AFFECTED BY ANY INTEREST IN THE LAND SURVEYED.
 10. I HAVE NOT BEEN AFFECTED BY ANY INTEREST IN THE LAND SURVEYED.

- EXEMPTIONS:**
- 10 - Easement and right-of-way from the west and conditions shown provided to show the State of Utah, existing through the Utah Water and Power Board, recorded January 8, 1961 as Entry No. 296, in Book 820, Page 250 of Official Records. (Grand exception for program project)
 - 20 - Agreement and the terms, conditions and limitations contained therein, recorded December 29, 1981, as Entry No. 17481, in Book 570, as Page 171 of County Records. (Grand exception - State of Utah Water Conservancy project consisting of 50,000 acre of conservation lands.)
 - 21 - Subdivision of Access Rights and the terms, conditions and limitations contained therein, recorded May 12, 1990, as Entry No. 4186, in Book 1081, as Page 126 of County Records. (Labeled on plat - "Storage")
 - 22 - Subdivided Access Rights and the terms, conditions and limitations contained therein, recorded as Entry No. 154, in Book 2144, as Page 255 of County Records. (Labeled on plat)
 - 23 - Easement and right-of-way from the west and conditions shown provided to show the State of Utah, recorded October 19, 2011, as Entry No. 16689, in Book 2117 of Official Records. (Labeled on plat)
 - 24 - Subdivided Access Rights and the terms, conditions and limitations contained therein, recorded November 20, 2011, as Entry No. 18000, in Book 2117 of County Records. (Labeled on plat; these easements are legal descriptions.)
 - 25 - Subdivided Access Rights and the terms, conditions and limitations contained therein, recorded November 20, 2011, as Entry No. 18001, in Book 2117 of County Records. (Labeled on plat; these easements are legal descriptions.)
 - 26 - Subdivided Access Rights and the terms, conditions and limitations contained therein, recorded November 20, 2011, as Entry No. 18002, in Book 2117 of County Records. (Labeled on plat; these easements are legal descriptions.)
 - 27 - Easement and right-of-way from the west and conditions shown provided to show the State of Utah, recorded December 9, 2011, as Entry No. 18599, in Book 2117 of Official Records. (Labeled on plat - "Storage")
 - 28 - (Grand Easement and the terms, conditions and limitations contained therein, recorded January 14, 2015, as Entry No. 3187, in Book 2117 of County Records. (Grand Easement for State of Utah Water Conservancy project))

CERTIFICATION

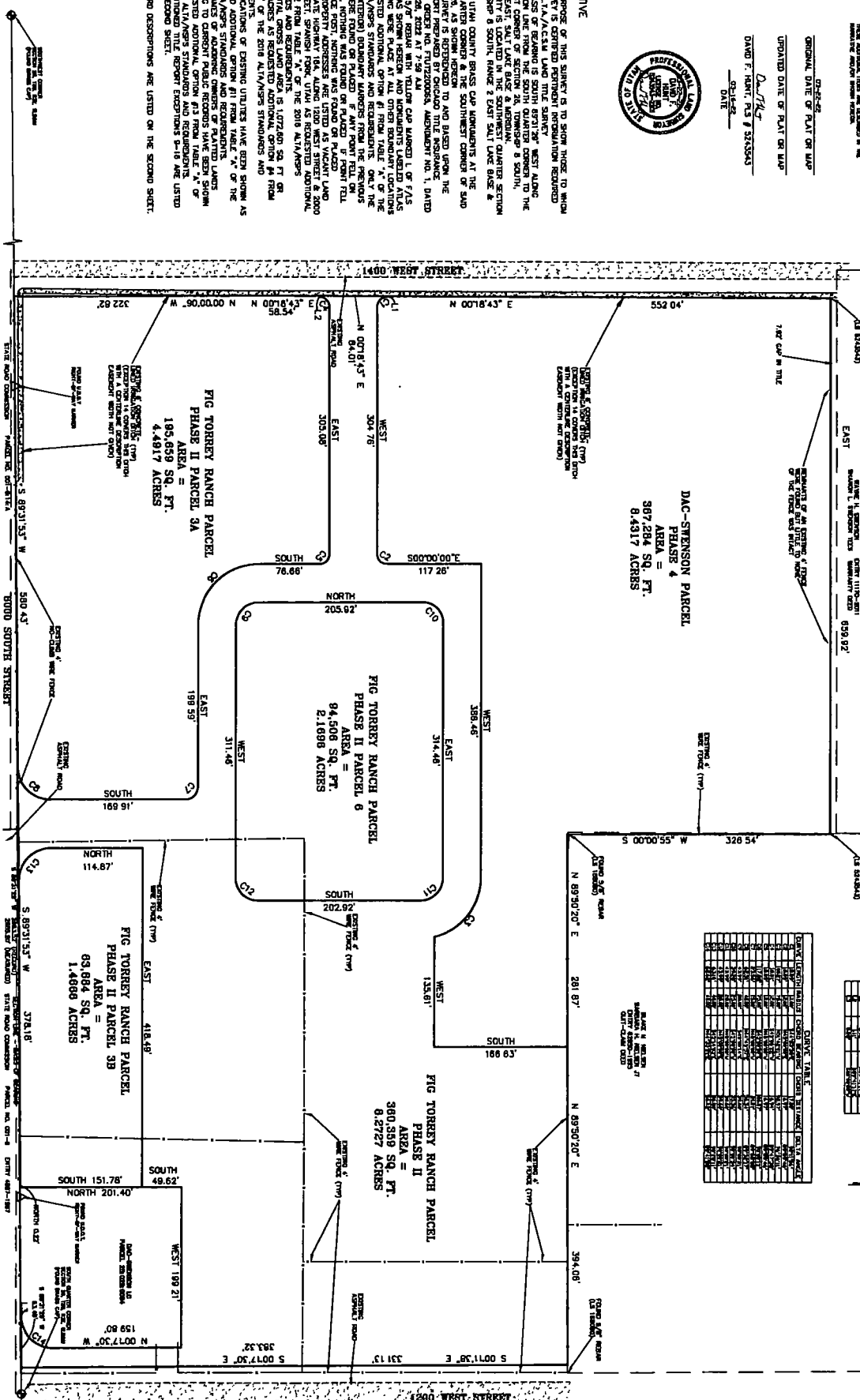
1. I, DAVID F. HUNT, JR., LICENSED LAND SURVEYOR, NO. 1582, IN THE STATE OF UTAH, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS SURVEY WAS OBTAINED BY ME OR BY A LICENSED SURVEYOR UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SAME IS TRUE AND CORRECT.

DATE OF SURVEY: 08-15-24
 ORIGINAL DATE OF PLAN OR MAP: [Blank]
 UPDATED DATE OF PLAN OR MAP: [Blank]
 SURVEYOR: DAVID F. HUNT, JR. # 1582
 DATE: 08-15-24



NARRATIVE

1. THE PURPOSE OF THIS SURVEY IS TO SHOW THE LOCATION OF THE SURVEYED EASEMENT AND TO SHOW THE LOCATION OF AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY. THE BASIS OF RECORD IS SOUTH BEARING 117° 26' 55" WEST ALONG THE EAST LINE OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASIN & MERRILL, COUNTY OF BOHEMIA, UTAH. THE SURVEYED EASEMENT IS 60 FEET WIDE AND 117 FEET LONG, BEARING 117° 26' 55" WEST ALONG THE EAST LINE OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASIN & MERRILL, COUNTY OF BOHEMIA, UTAH. THE SURVEYED EASEMENT IS 60 FEET WIDE AND 117 FEET LONG, BEARING 117° 26' 55" WEST ALONG THE EAST LINE OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASIN & MERRILL, COUNTY OF BOHEMIA, UTAH.



DATE ACQUIRED

DATE ACQUIRED	ACRES	PERCENTAGE
08/15/24	8.4317	100%

SCALE 1" = 60'
 SCALE 1" = 120'

FIG TORREY RANCH, LLC
ATLAS ENGINEERING L.L.C.
 PHONE: 801-655-0566
 FAX: 801-655-0108
 95 WEST 200 NORTH #2 SPANISH FORK, UT 84660

A.L.T.A./N.S.P.S. LAND TITLE SURVEY
SPANISH FORK, UTAH

SHEET NO. 1 OF 2

DEED OF TRUST... The deed of trust is hereby acknowledged... The parties to this deed of trust are... The deed of trust is subject to the terms and conditions set forth herein...

DEED OF TRUST

- 1. The deed of trust is hereby acknowledged... 2. The deed of trust is subject to the terms and conditions set forth herein... 3. The deed of trust is subject to the terms and conditions set forth herein...

SCHEDULE B PART 1

EXEMPTION... The deed of trust is hereby acknowledged... The parties to this deed of trust are... The deed of trust is subject to the terms and conditions set forth herein...

SCHEDULE B PART 2

EXEMPTION... The deed of trust is hereby acknowledged... The parties to this deed of trust are... The deed of trust is subject to the terms and conditions set forth herein...

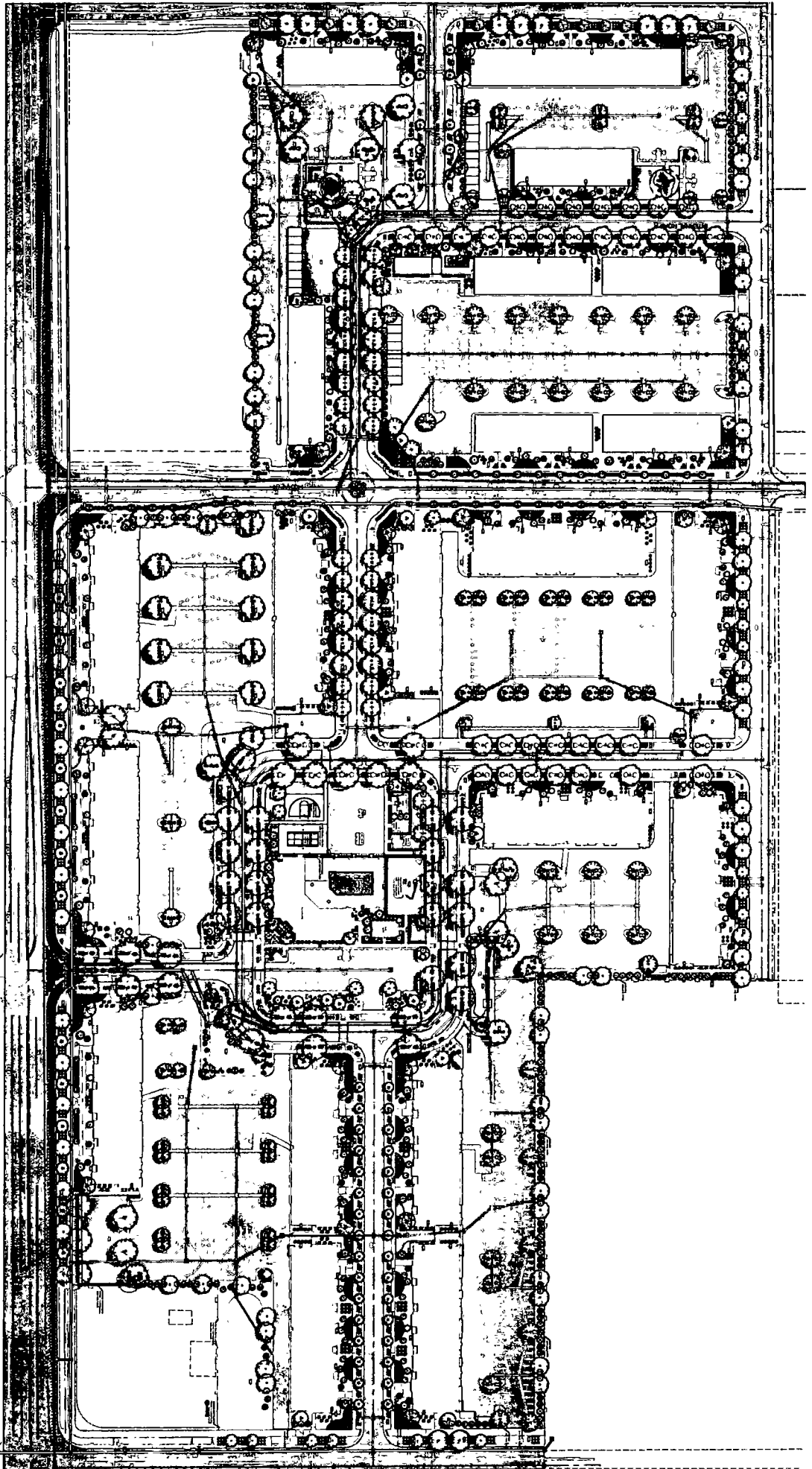
SCHEDULE B PART 3

Table with columns for 'BY' and 'DATE'. It contains a grid for recording information.

FIG TORREY RANCH, LLC
ATLAS ENGINEERING L.L.C.
PHONE: 801-655-0566
FAX: 801-655-0109
85 WEST 200 NORTH #20
SPANISH FORK, UT 84660

A.L.T.A./N.S.P.S. LAND TITLE SURVEY
SPANISH FORK, UTAH

SHEET NO.
2 OF 2



DATE: 1/19/2024
 PROJECT: UT23071
 DRAWING SCALE: 1" = 80'

BLUES SPRINGS CO. UT
 1-800-682-4111
 1000 S. 1000 W. SUITE 100
 SALT LAKE CITY, UT 84119

MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

THE INFORMATION CONTAINED ON THIS DRAWING IS THE PROPERTY OF PPKJ AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN APPROVAL OF PPKJ IS STRICTLY PROHIBITED.

PPKJ DESIGN GROUP
 1400 N. TROUBLEMAN BLVD. SUITE 102
 LEBANON, UTAH 84504 (801) 753-5444
 www.ppkjdesigngroup.com

LP-COLOR

DESIGNER: JTA
 CHECKED: JTA
 DATE: 1/19/2024

COLORILLUSTRATION
 CITY PERMIT SET

LANDSCAPE PLAN SPECIFICATIONS

- 1. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 2. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 3. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 4. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 5. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 6. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 7. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 8. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
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- 10. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 11. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 12. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
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- 14. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 15. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.

- 16. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 17. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 18. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 19. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 20. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 21. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
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- 23. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
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- 25. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 26. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
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- 28. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 29. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 30. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 31. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 32. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 33. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 34. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.
- 35. The Contractor shall provide and install all materials and labor for the construction of the landscape plan as shown on the drawings.

NO.	REVISION	DATE
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7		

1/18/2024 UT23071

BLAKE STINES OF UTAH
1800-202-4111

PLANT LEGEND

CONIFERS				DECIDUOUS TREES				PERENNIALS				ROSES				GRASSES				EVERGREEN SHRUBS				DECIDUOUS SHRUBS				GROUND COVERS			
SYMBOL	PLANT NAME	QTY	SPACING	SYMBOL	PLANT NAME	QTY	SPACING	SYMBOL	PLANT NAME	QTY	SPACING	SYMBOL	PLANT NAME	QTY	SPACING	SYMBOL	PLANT NAME	QTY	SPACING	SYMBOL	PLANT NAME	QTY	SPACING	SYMBOL	PLANT NAME	QTY	SPACING	SYMBOL	PLANT NAME	QTY	SPACING
	Blue Spruce	10	10' x 10'		White Birch	10	10' x 10'		Black-eyed Susan	10	10' x 10'		Black Rose	10	10' x 10'		Blue Grass	10	10' x 10'		Blueberry	10	10' x 10'		Blueberry	10	10' x 10'		Blueberry	10	10' x 10'
	

MODERA-OVERALL

1400 W. & HWY 164

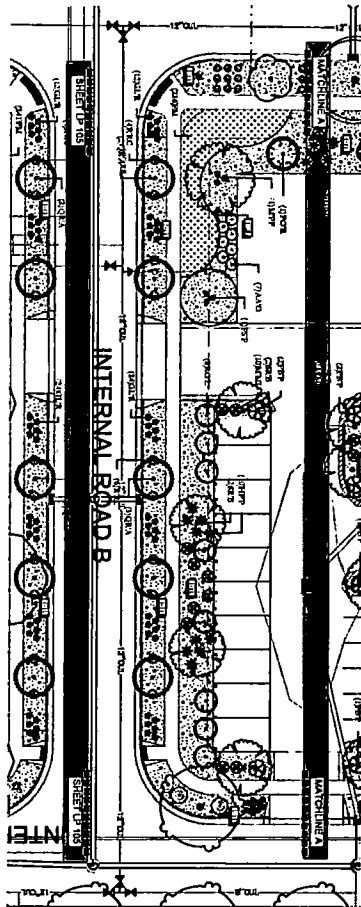
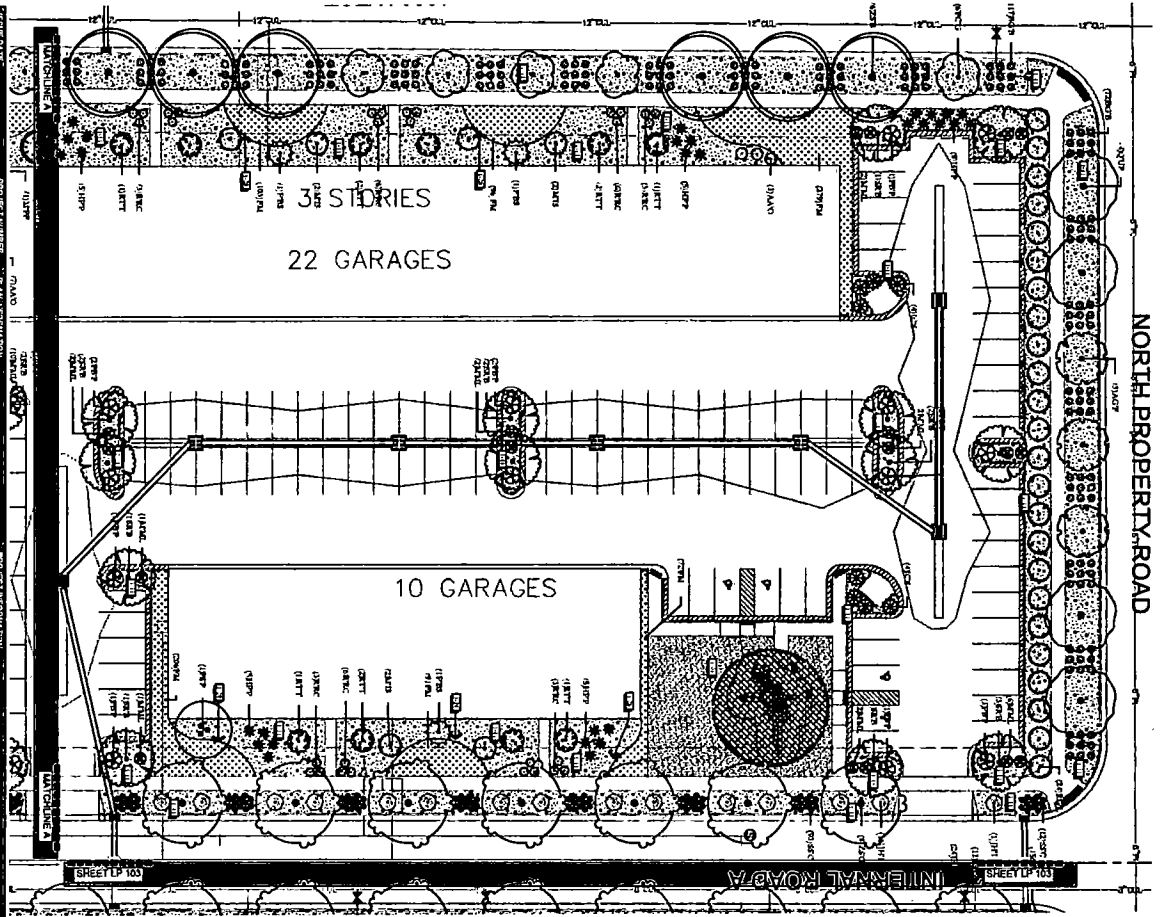
SPANISH FORK, UTAH

DESIGN GROUP

LANDSCAPE COVER

CITY PERMIT SET

LP-101



DATE: 1/18/2024
PROJECT NUMBER: UT23071

DATE: 1/18/2024
PROJECT NUMBER: UT23071

BLUE STAVES OF UTAH
1-800-882-4111

MODERA-OVERALL
1400 W. & HWY 164
SPANISH FORK, UTAH

GRAPHIC SCALE 1" = 20'

DESIGN GROUP
LANDSCAPE PLAN
CITY PERMIT SET

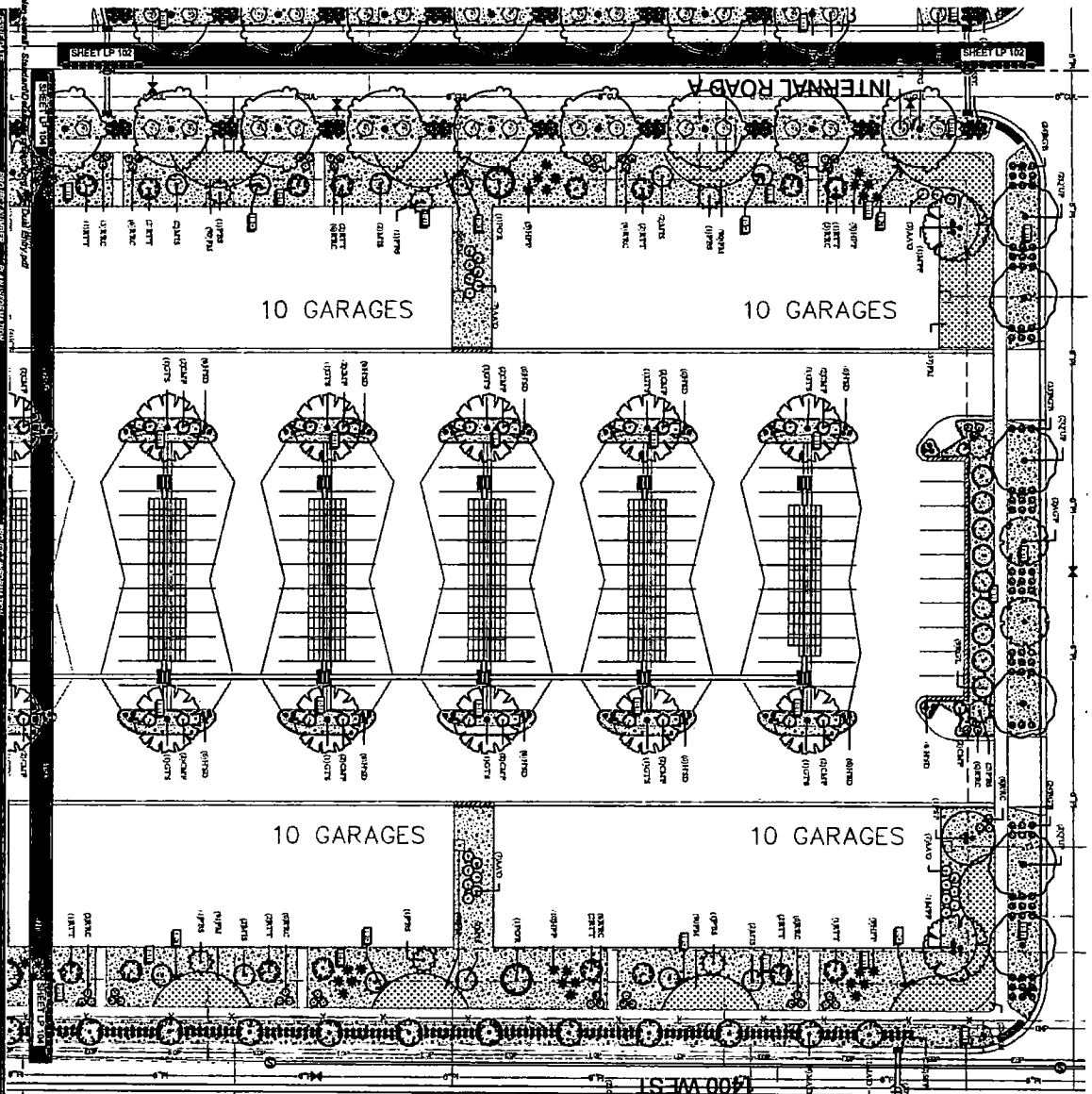
DATE: 1/18/2024
PROJECT NUMBER: UT23071

DESIGN GROUP
LANDSCAPE PLAN
CITY PERMIT SET

3450 N. TRULY BLVD. SUITE 102
LEHI, UTAH 84043 (801) 733-8444
www.designgroup.com

LANDSCAPE PLAN
CITY PERMIT SET

DATE: 1/18/2024
PROJECT NUMBER: UT23071



1/18/2024
 UTZ2071



MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

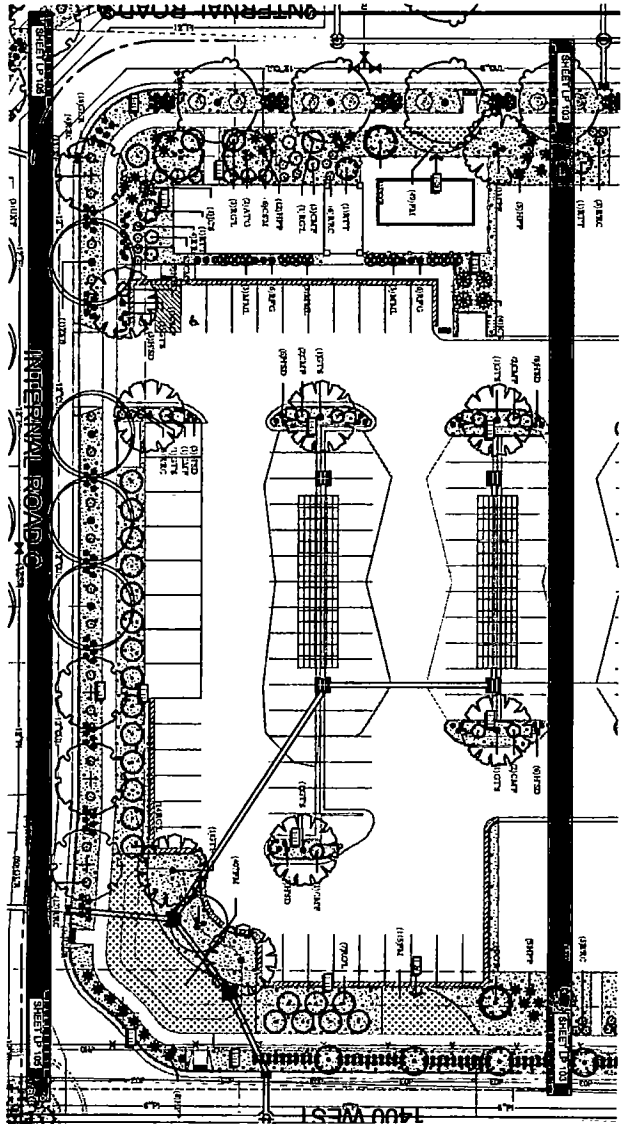
NO.	REVISION
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2	REVISED
3	REVISED
4	REVISED
5	REVISED
6	REVISED
7	REVISED

DATE: 1/18/2024
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: MODERA-OVERALL



PKJ DESIGN GROUP
 LANDSCAPE PLAN
 CITY PERMIT SET
 LP-103

DATE	JTA
BY	ACP
CHECKED	JMA
DATE	1/18/2024



DATE: 1/18/2024
 PROJECT NUMBER: UT23071
 PROJECT INFORMATION: PLANNING/CONSTRUCTION

NO.	REVISION	DATE	BY	CHKD.
1	ISSUE			
2				
3				
4				
5				
6				
7				

BLAIR STUBBS OF UTAH
 811
 1-800-522-4111
 www.blairstubbsofutah.com

GRAPHIC SCALE 1" = 20'

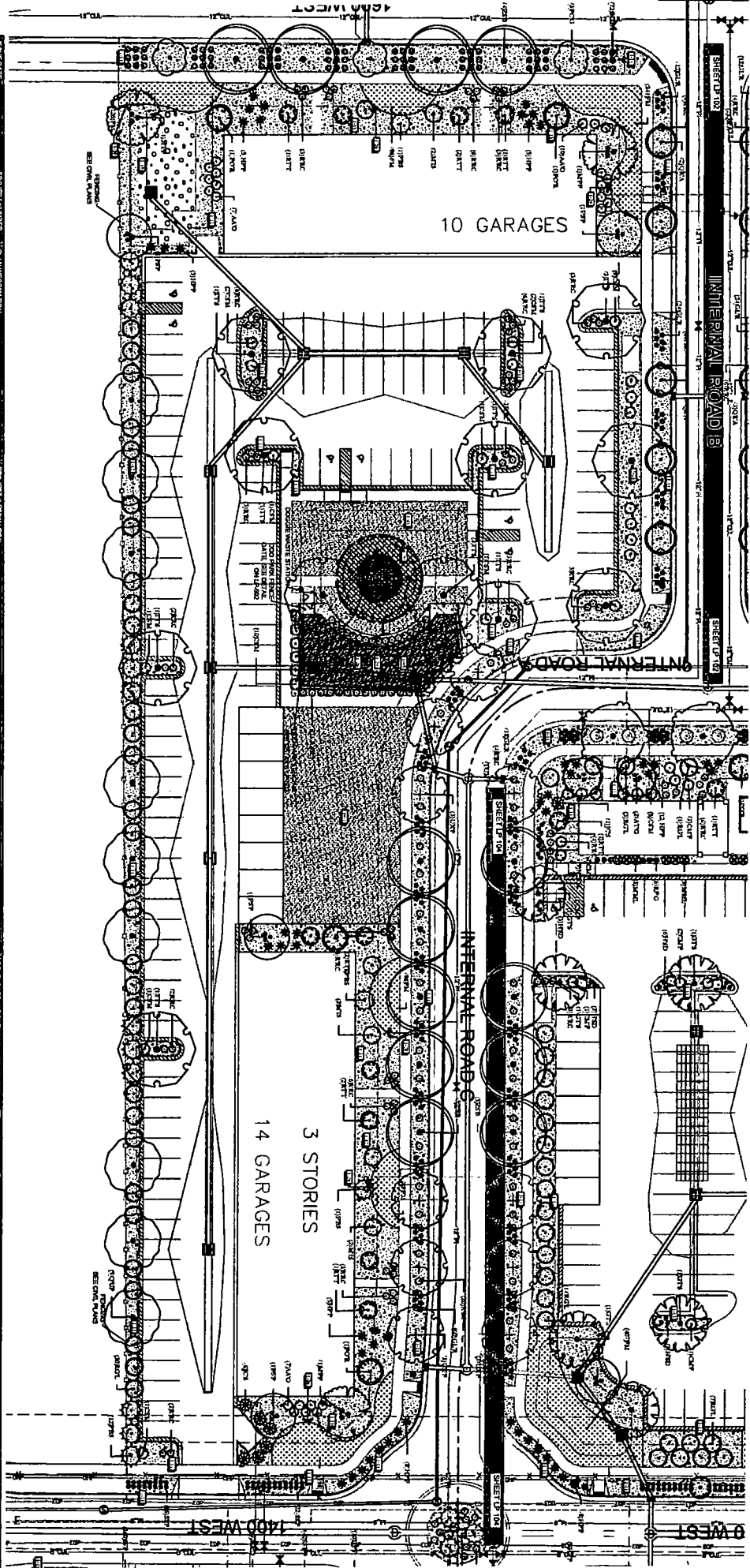
MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

DESIGNER/ARCHITECT/PLANNER
 1400 WEST & HIGHWAY 164, SPANISH FORK, UTAH

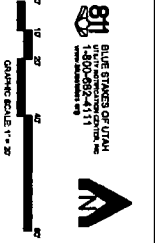
PKJ DESIGN GROUP
 1400 WEST & HIGHWAY 164, SPANISH FORK, UTAH
 1-800-522-4111
 www.pkjdesigngroup.com

LANDSCAPE PLAN
 CITY PERMIT SET
 JVA
 ACP
 JVA
 1/18/2024

LP-104



1/18/2024
 DATE
 UT23071
 PROJECT NUMBER

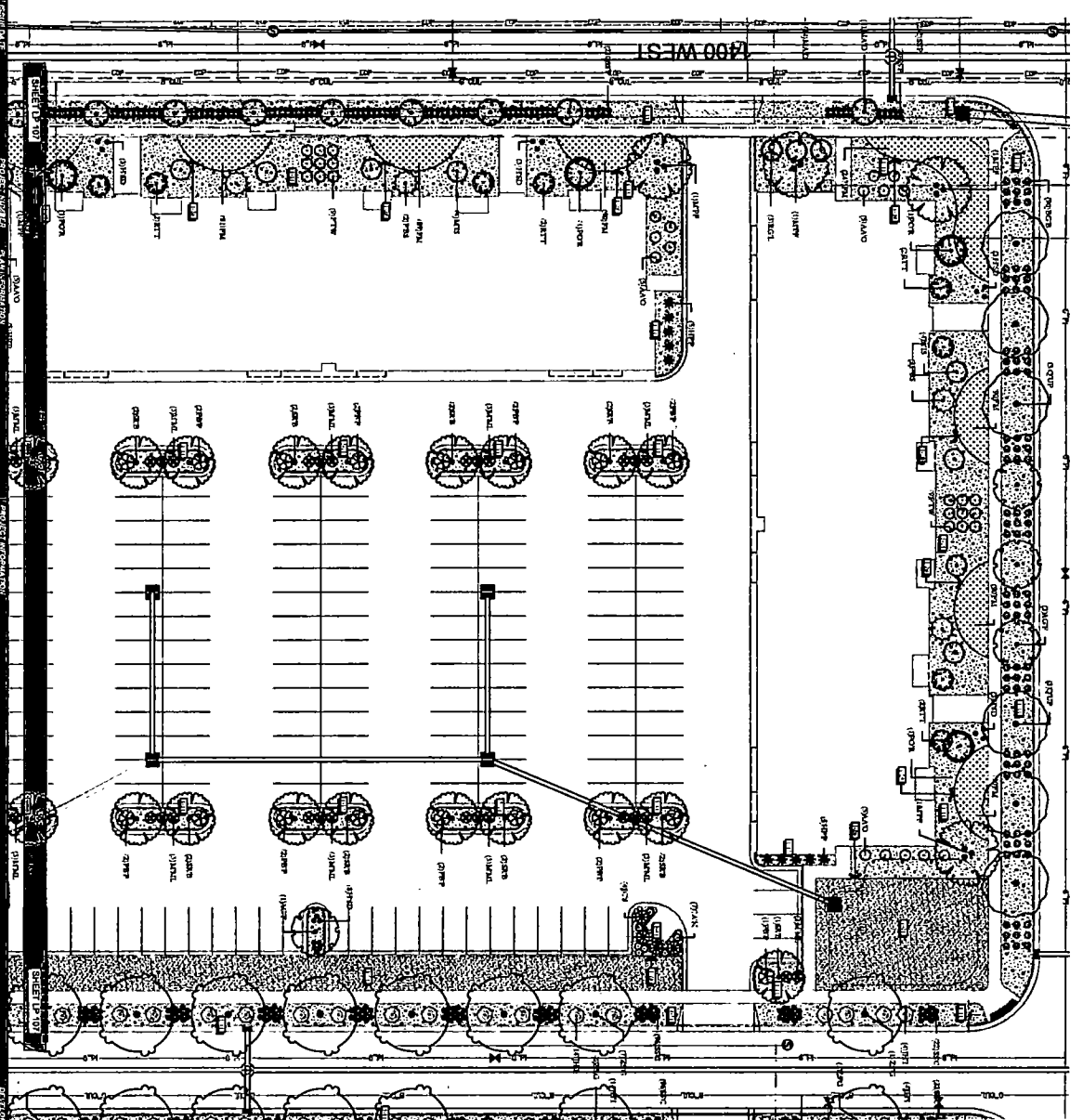


MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

DESIGN GROUP
 LANDSCAPE PLAN
 CITY PERMIT SET

PKJ DESIGN GROUP
 LANDSCAPE PLAN
 CITY PERMIT SET
 LP-105

DESIGNER: JTA
 CHECKER: ACP
 DATE: 1/18/2024



1/18/2024

UT23071

811
 BLUE STAINES OF UTAH
 1-800-492-4111
 www.bluestainsofutah.com



MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

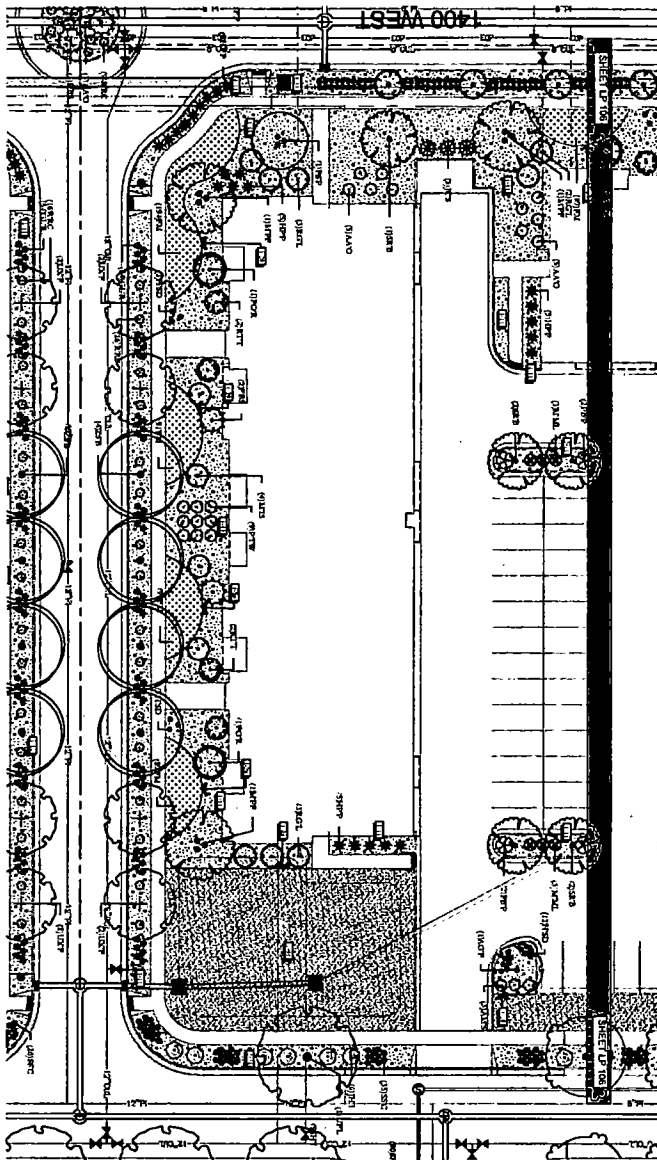
NO.	REVISION
1	ISSUE FOR PERMIT
2	ISSUE FOR PERMIT
3	ISSUE FOR PERMIT
4	ISSUE FOR PERMIT
5	ISSUE FOR PERMIT
6	ISSUE FOR PERMIT
7	ISSUE FOR PERMIT

NO CONTRACT
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LANDSCAPE ARCHITECT
 LANDSCAPE PLAN
 CITY PERMIT SET
 JTA
 ACP
 JMA
 TYPICAL

LP-106



DATE: 1/18/2024
 PROJECT NUMBER: UT23071
 CLIENT: BLUE STAGES OF UTAH
 ADDRESS: 1400 W. & HWY 164
 CITY: SPANISH FORK, UTAH

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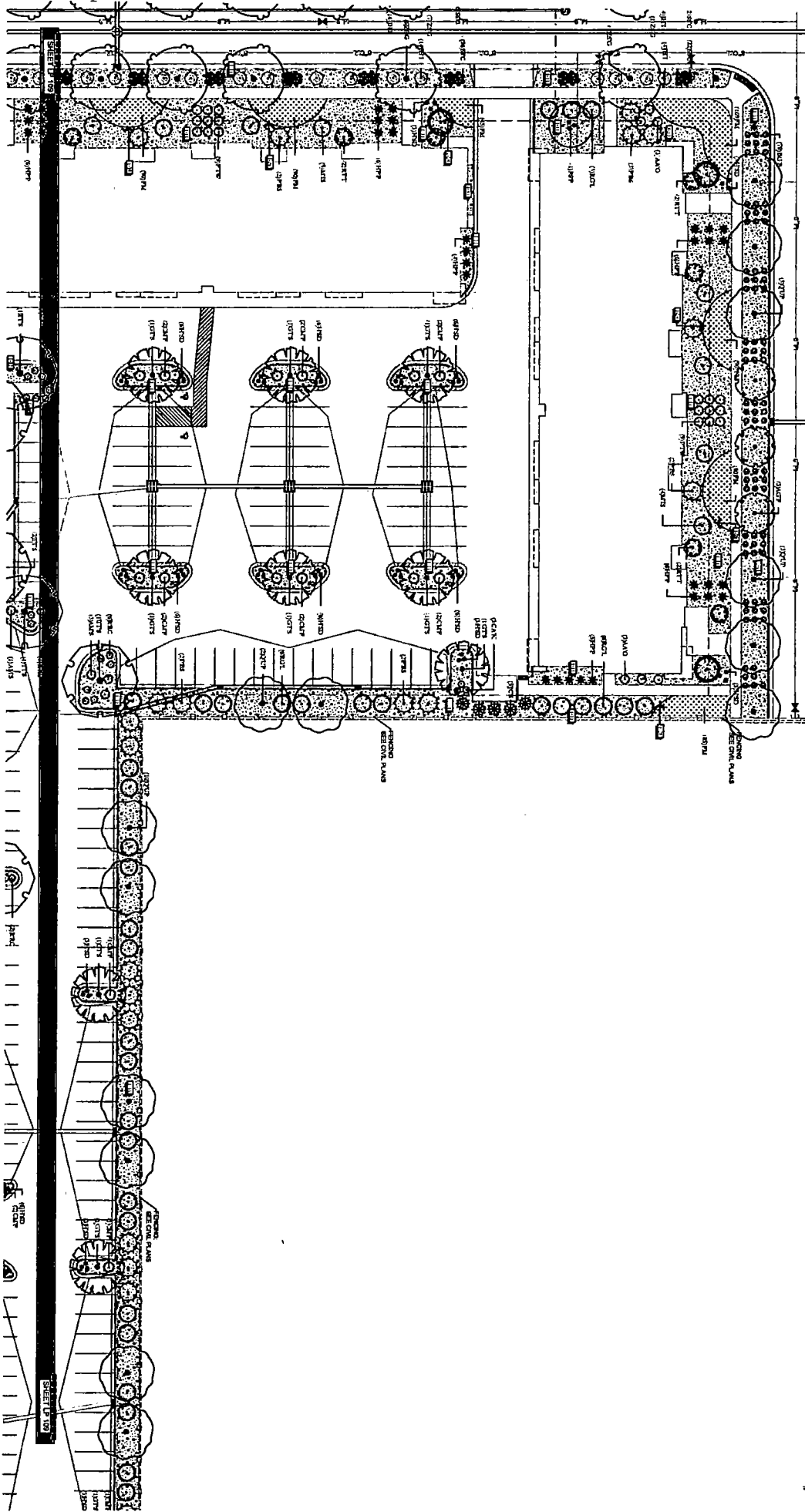
MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

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PKJ DESIGN GROUP
 3050 N. TRULICK BLVD. SUITE 102
 LEHI, UTAH 84043 (801) 755-9944
 www.pkjdesigngroup.com

LANDSCAPE PLAN
 CITY PERMIT SET
 JVA
 ACP
 MM
 DATE: 1/18/2024

LP-107

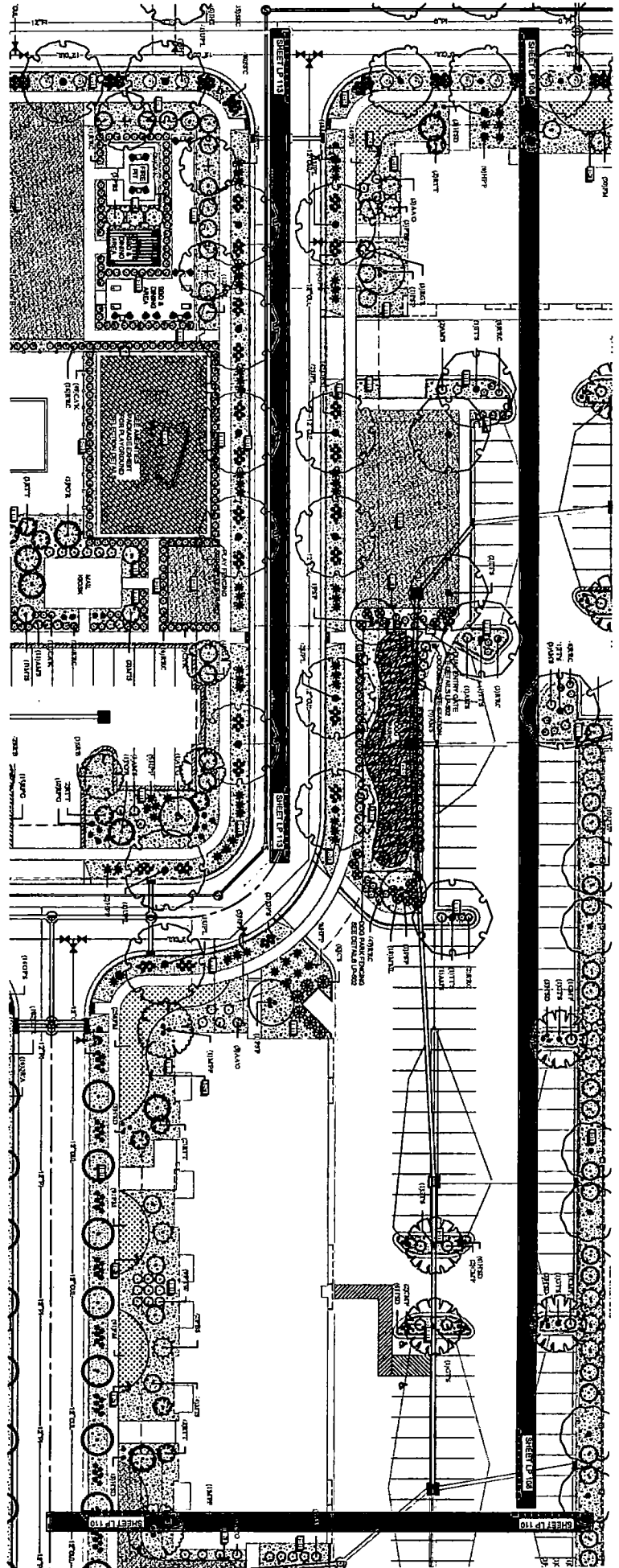


DATE: 1/18/2024
 PROJECT NUMBER: UT23071
 CLIENT: BLUE STAVES OF UTAH
 1-800-622-4111
 SCALE: 1" = 20'

MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

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PKJ DESIGN GROUP
 LANDSCAPE PLAN
 CITY PERMIT SET
 LP-108



PROJECT INFORMATION

DATE: 1/18/2024
 PROJECT: UT23071

CLIENT: BLUTE FINANCES-OPTIMUM
 1-800-282-4111
 811

SCALE: GRAPHIC SCALE 1" = 20'

PROJECT ADDRESS / PROPERTY OWNER / CLIENT:

MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

DESIGNER: PKJ DESIGN GROUP
 3450 N. TRULIP BLVD. SUITE 102
 LEHI, UTAH 84043 (801) 753-8844
 www.pkjdesigngroup.com

LANDSCAPE PLAN
 CITY PERMIT SET
 LP-109

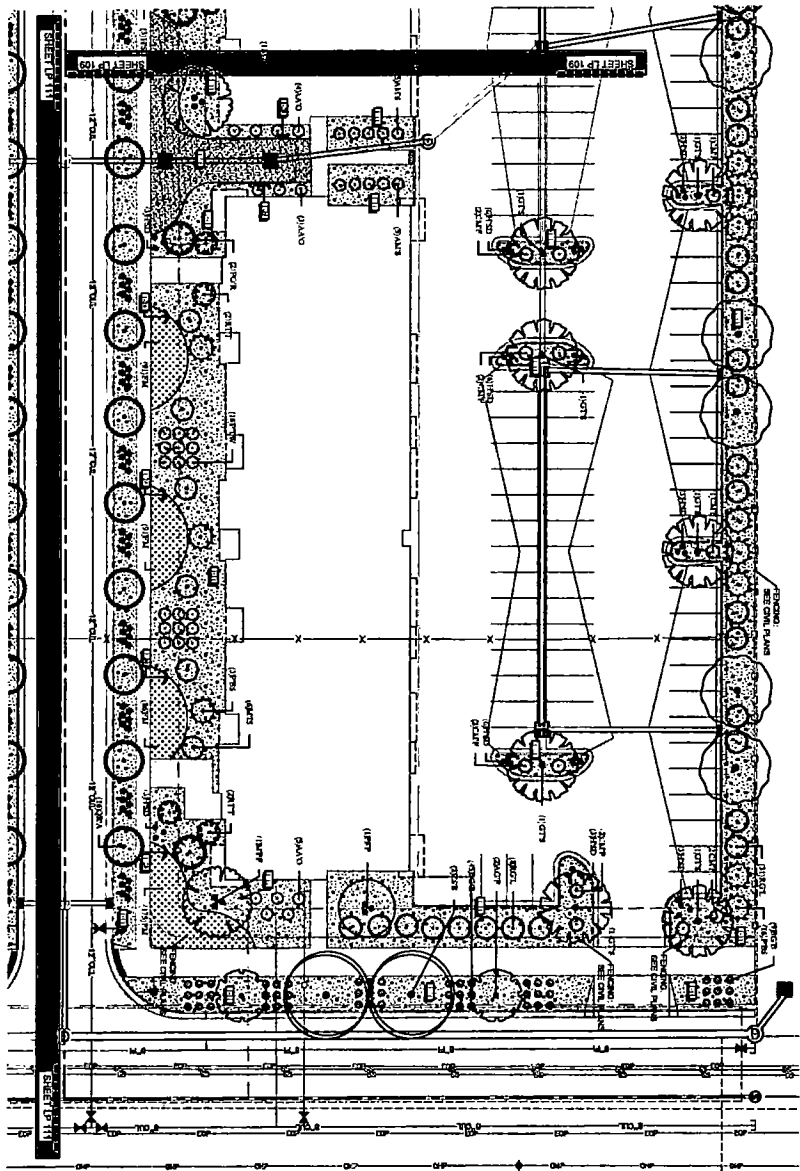
DATE: 1/18/2024
PROJECT: UT23071
SCALE: GRAPHIC SCALE 1" = 20'

REVISIONS:

NO.	REVISION	DATE
1	BOOK	20240204

DESIGNER: PKJ DESIGN GROUP
 3450 N. TRULIP BLVD. SUITE 102
 LEHI, UTAH 84043 (801) 753-8844
 www.pkjdesigngroup.com

LANDSCAPE PLAN
 CITY PERMIT SET
 LP-109



DATE: 1/18/2024
 PROJECT NUMBER: UT23071
 PROJECT ADDRESS: 1400 W. & HWY 164
 CITY: SPANISH FORK, UTAH

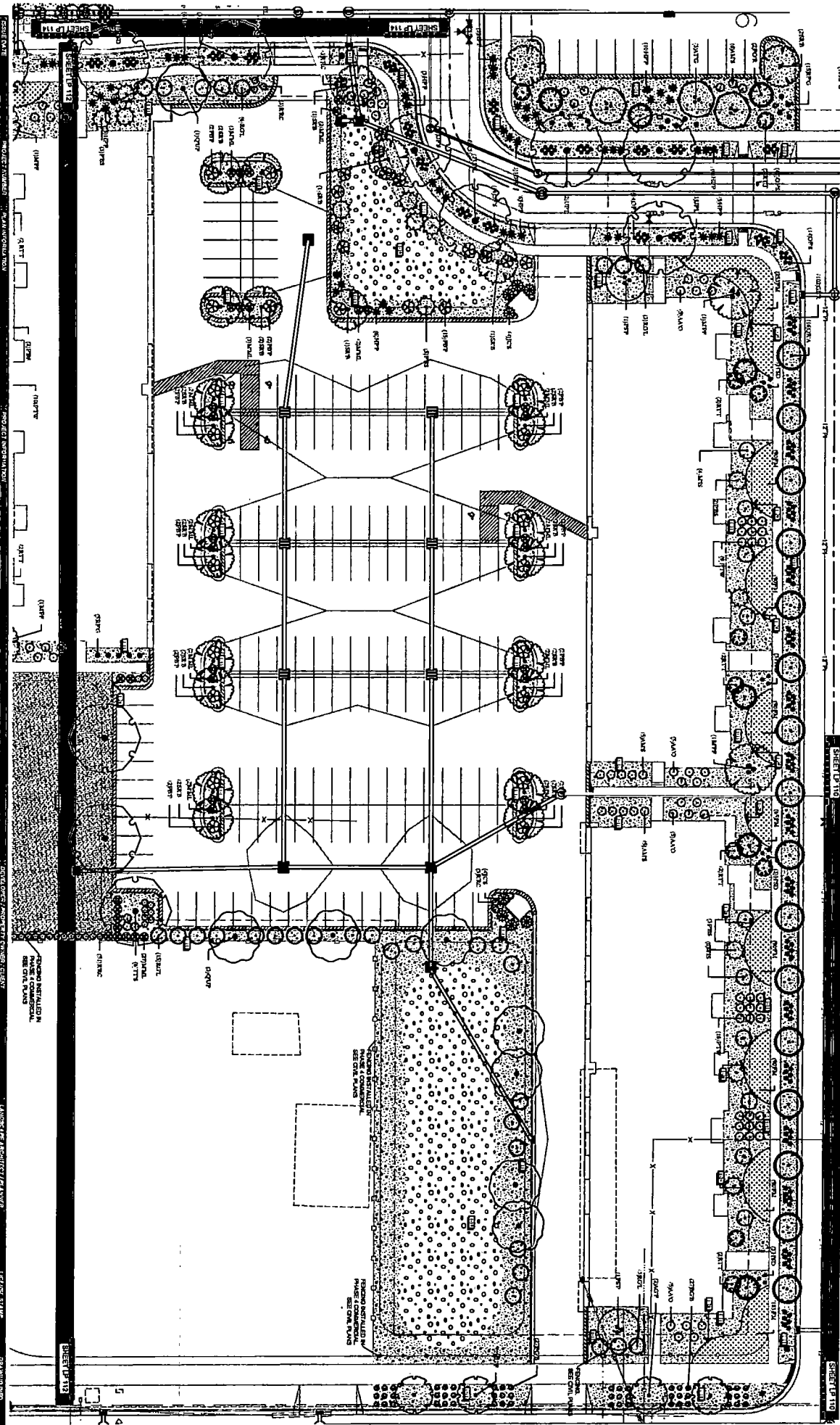
MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

DESIGNED BY: JTA
 CHECKED BY: ACP
 DATE: 1/18/2024

PKJ DESIGN GROUP
 LANDSCAPE PLAN
 CITY PERMIT SET
 LP-110

3450 N. TRULIP BLVD. SUITE 102
 LEHI, UTAH 84043 (801) 733-6644
 www.pkjdesigngroup.com

SCALE: 1" = 20'



1/18/2024
 DATE
 UT23071
 PROJECT NUMBER



NO.	REVISION
1	ISSUE
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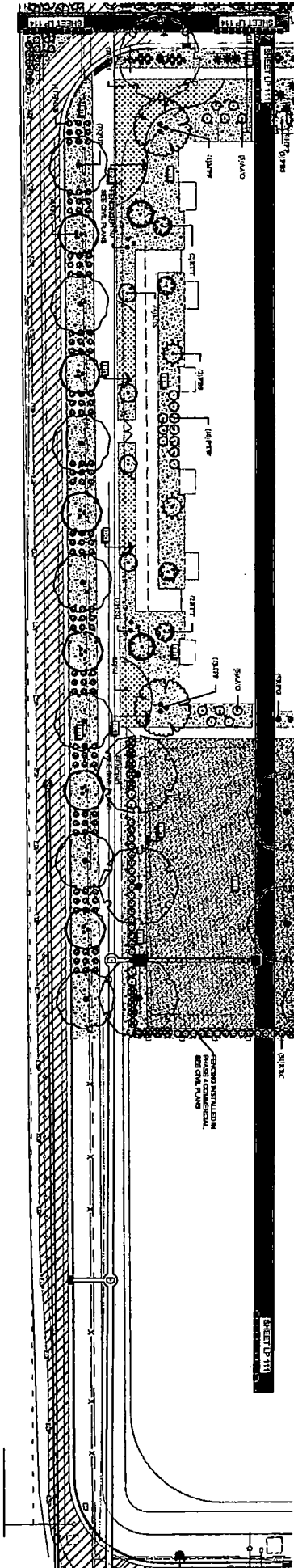
MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

DATE: 1/18/2024
 PROJECT NUMBER: UT23071
 PROJECT NAME: MODERA-OVERALL

PKJ DESIGN GROUP
 LANDSCAPE PLAN
 CITY PERMIT SET
 LP-111

DESIGNER: JVA
 CHECKED: ACP
 DATE: 01/18/2024

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PROJECT NUMBER: 1400 W. & HWY 164 PROJECT LOCATION: 1400 W. & HWY 164

DATE: 1/18/2024

PROJECT NUMBER: UT2307-1

BLUE STAKES OF UTAH
1-800-402-4111
www.bluestakesofutah.com



MODERA-OVERALL
1400 W. & HWY 164
SPANISH FORK, UTAH

NO.	DESCRIPTION	DATE
1	XXXX	XXXXXX
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THESE NOTES AND SPECIFICATIONS GOVERN OVER ALL OTHERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.

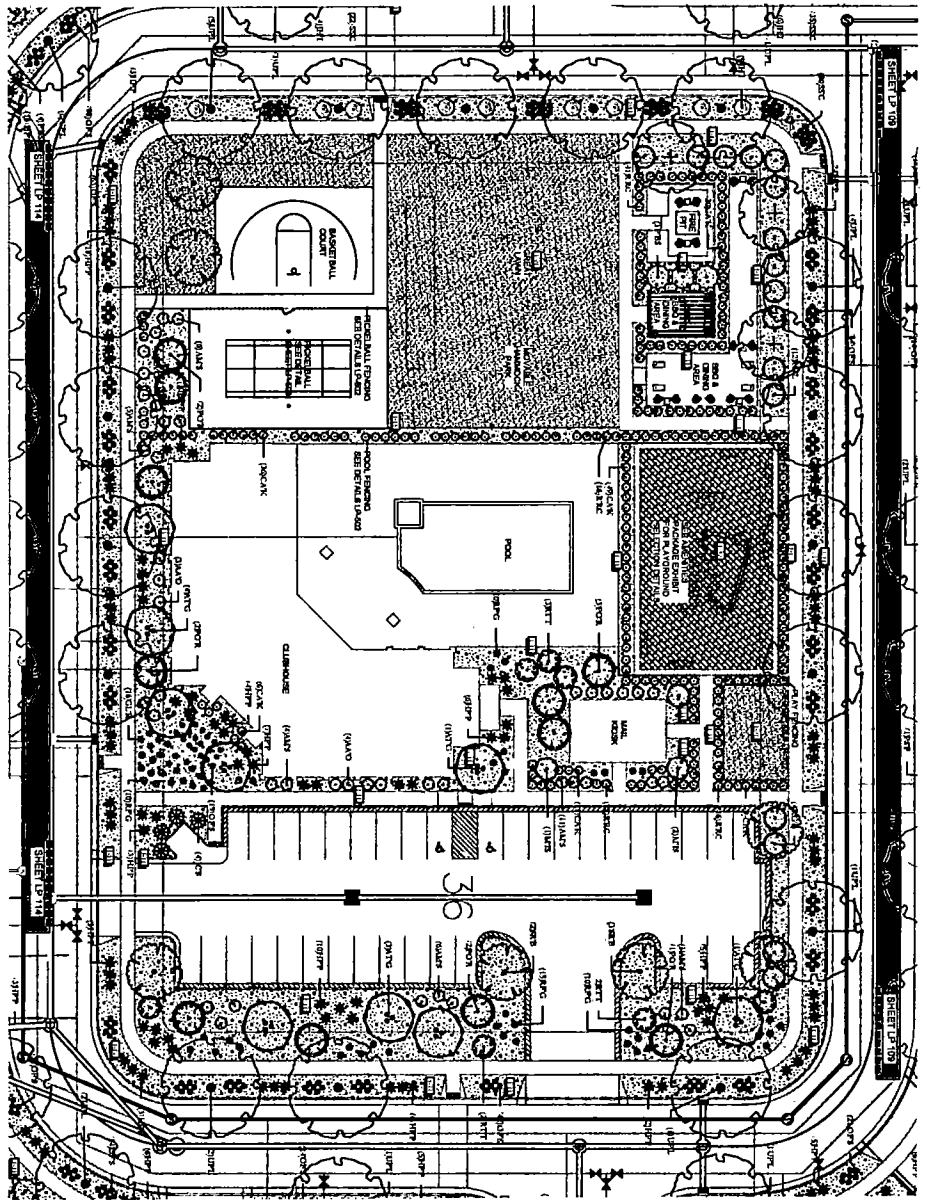


PKJ DESIGN GROUP
3650 N. TRILLIUM BLVD. SUITE 102
LEHI, UTAH 84043 (801) 733-6644
www.pkjdesigngroup.com



LANDSCAPE PLAN
CITY PERMIT SET
DATE: JTA
BY: ACP
CHECKED: JMA
DATE: 1/18/2024

LP-112



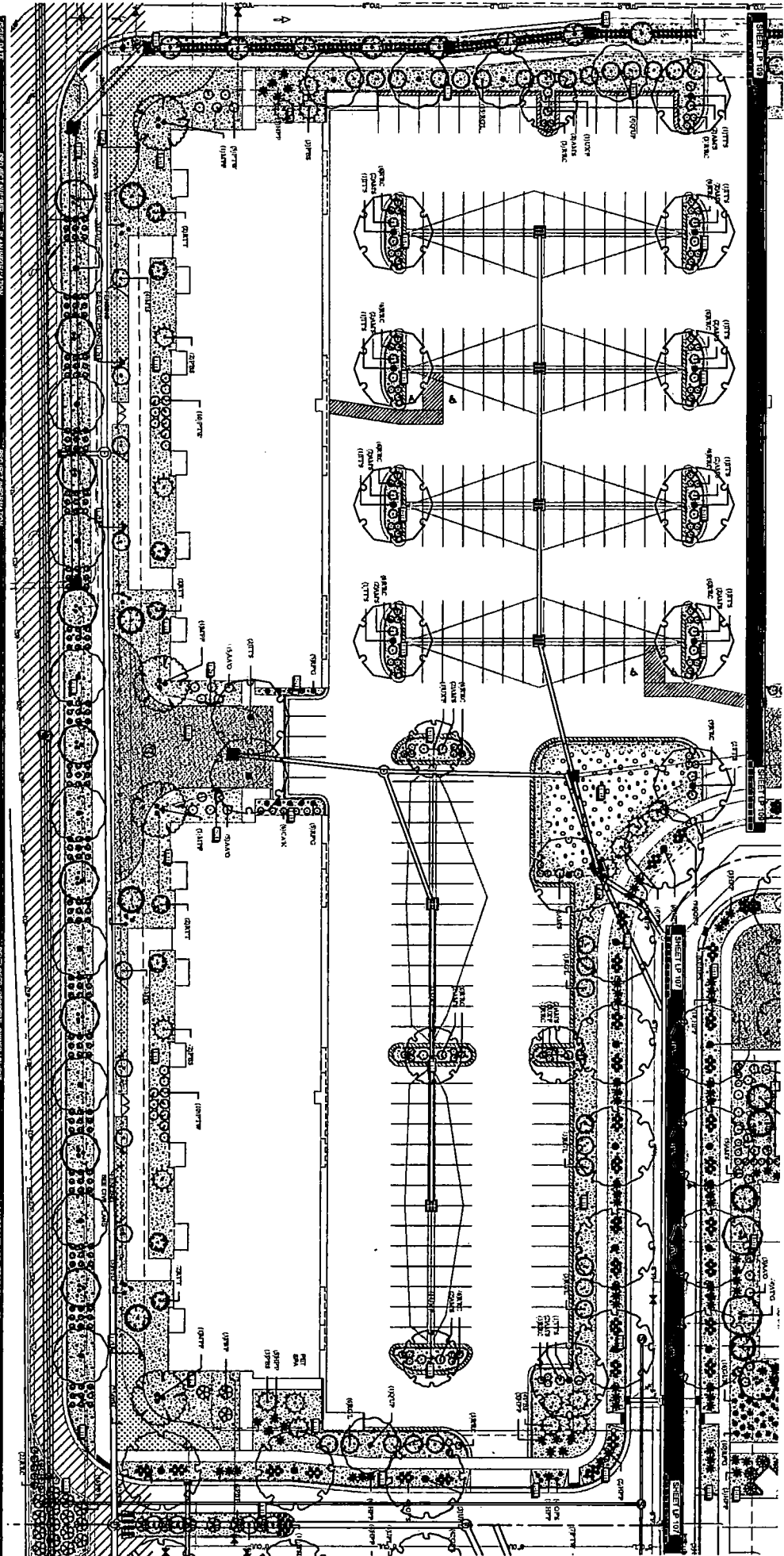
1/18/2024
 PROJECT NUMBER: UT2307-1
 PROJECT INFORMATION: MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

DATE: 1/18/2024
 DRAWN BY: JVA
 CHECKED BY: JVA
 PROJECT: MODERA-OVERALL
 SHEET: LP-113

MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

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PKJ DESIGN GROUP
 LANDSCAPE PLAN
 CITY PERMIT SET
 JVA
 ACP
 JVA
 1/18/2024
 LP-113



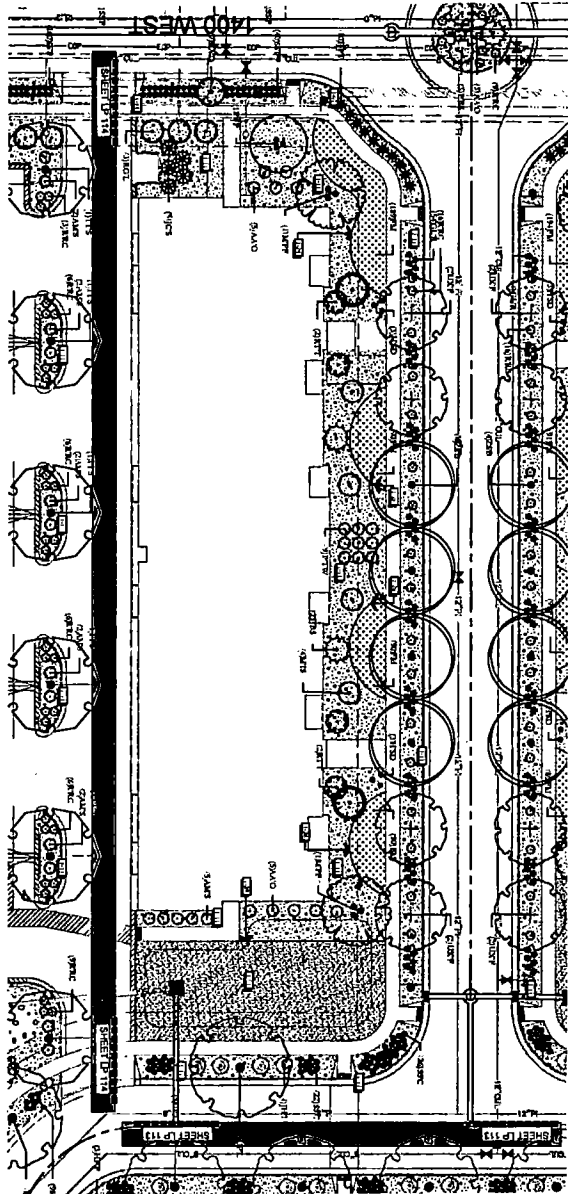
DATE: 1/18/2024
 PROJECT NUMBER: UT23071
 PROJECT NAME: MODERA-OVERALL
 CLIENT: BUREAU OF LAND MANAGEMENT
 SCALE: 1" = 20'

MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

DESIGNER: [Signature]
 CHECKED: [Signature]
 APPROVED: [Signature]

PKJ DESIGN GROUP
 LANDSCAPE PLAN
 CITY PERMIT SET
 LP-114

3450 N. TROVATI BLVD. SUITE 102
 LEHI, UTAH 84043 (801) 733-8444
 www.pkjdesigngroup.com



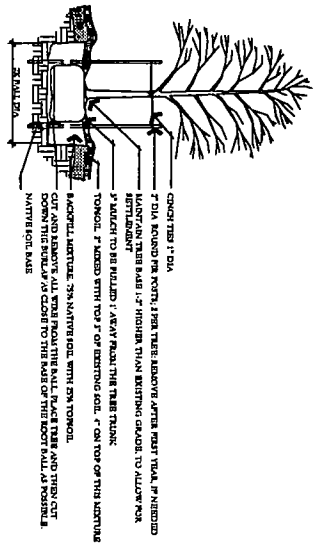
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 PROJECT NUMBER: UT23071
 PROJECT LOCATION: MODERA-OVERALL
 CLIENT: JTA
 ARCHITECT: ACP
 LANDSCAPE ARCHITECT: JMA
 DATE: 20230804
 BLUE PRINTS OF UTM
 1-800-882-4111
 811
 GRAPHIC SCALE 1" = 20'

MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

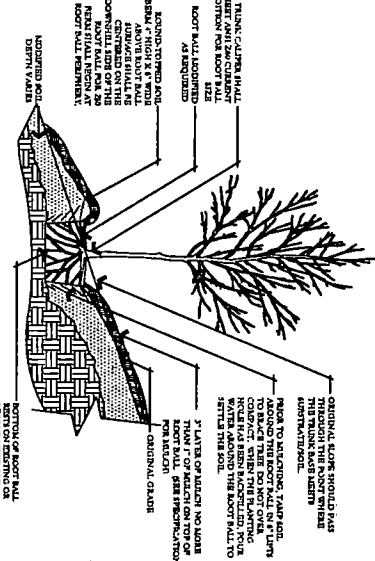
NOT TO SCALE
 THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
 THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 THE LANDSCAPE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED.
 THIS PLAN IS THE PROPERTY OF THE LANDSCAPE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED WITHOUT WRITTEN PERMISSION.

PKJ DESIGN GROUP
 LANDSCAPE PLAN
 CITY PERMIT SET
 LP-115

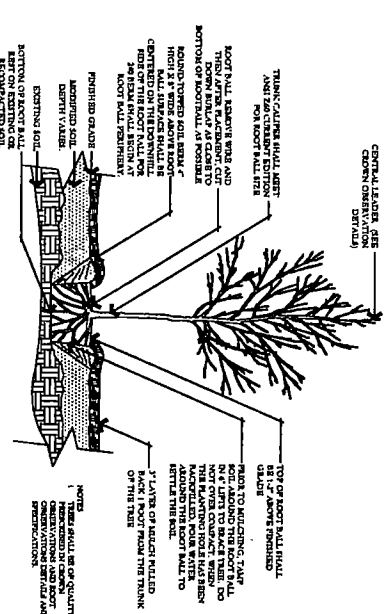
1400 N. TROBRIAN BLVD. SUITE 102
 LEHI, UTAH 84043 (801) 733-8844
 www.pkjdesigngroup.com



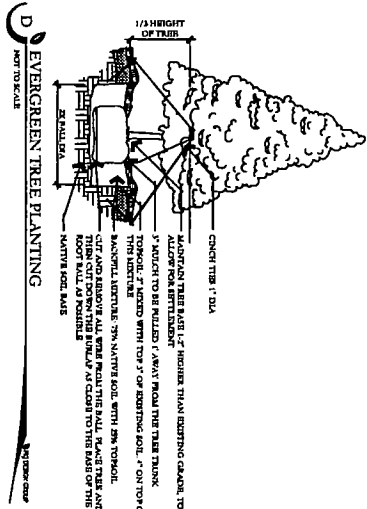
A DECIDUOUS TREE PLANTING
NOT TO SCALE



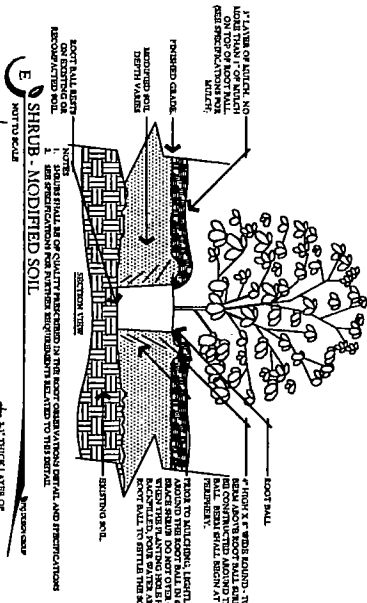
B TREE ON SLOPE 5% (20:1) TO 50% (2:1)
NOT TO SCALE



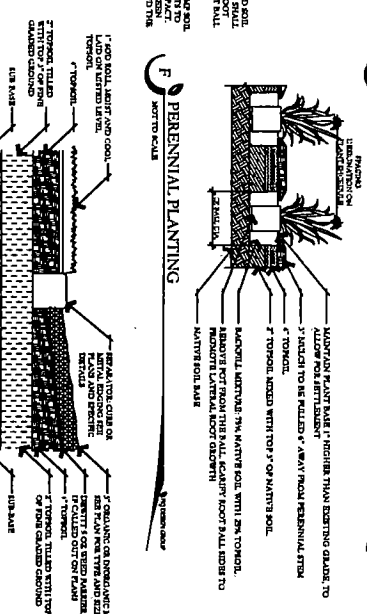
C TREE W/ BRN (EXISTING SOIL MODIFIED)
NOT TO SCALE



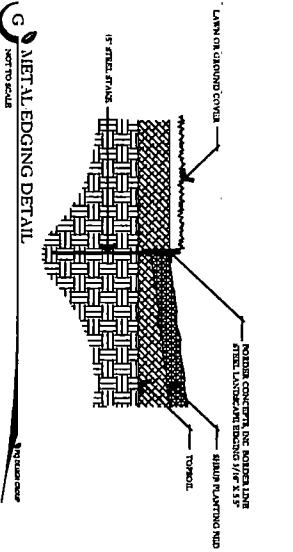
D EVERGREEN TREE PLANTING
NOT TO SCALE



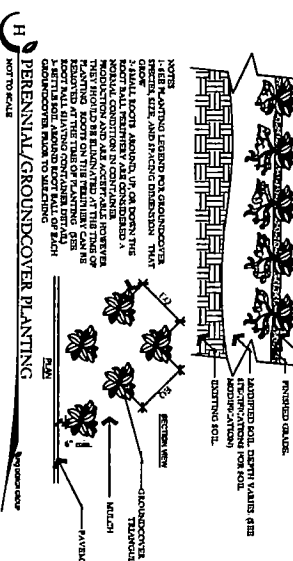
E SHRUB - MODIFIED SOIL
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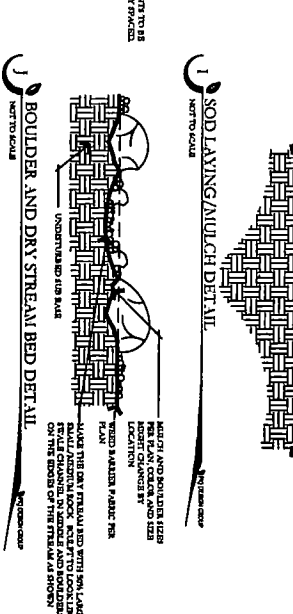
F PERENNIAL PLANTING
NOT TO SCALE



G ALBERTA EDGING DETAIL
NOT TO SCALE



H PERENNIAL/GROUNDCOVER PLANTING
NOT TO SCALE



I BOULDER AND DRY STREAM BED DETAIL
NOT TO SCALE

PROJECT NUMBER: R-144-000-000-000

DATE: 1/18/2024

UTZ3071

DATE: 20230304

BLUE STAINES OF UTM
1-800-622-4111

MODERA-OVERALL
1400 W. & HWY 164
SPANISH FORK, UTAH

DESIGN GROUP LANDSCAPE DETAILS CITY PERMIT SET

PKJ LANDSCAPE DESIGN

3450 N. TRILLIUM BLVD. SUITE 102
LEHI, UTAH 84043 (801) 733-9344
www.pkjdesign.com

DATE: 1/18/2024

SCALE: AS SHOWN

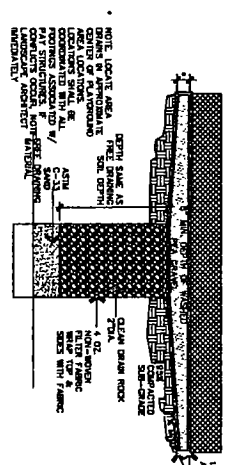
PROJECT: MODERA-OVERALL

DATE: 20230304

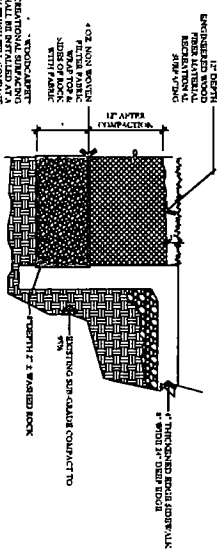
UTZ3071

DATE: 20230304

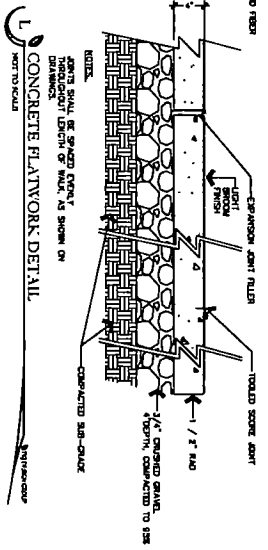
BLUE STAINES OF UTM
1-800-622-4111



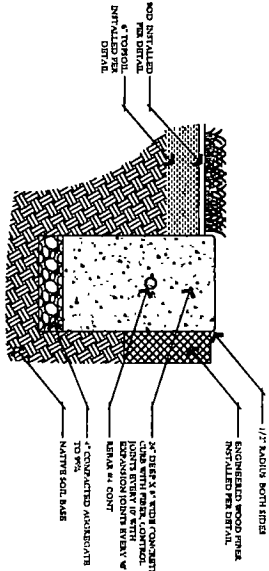
K ANEA DRAIN DETAIL
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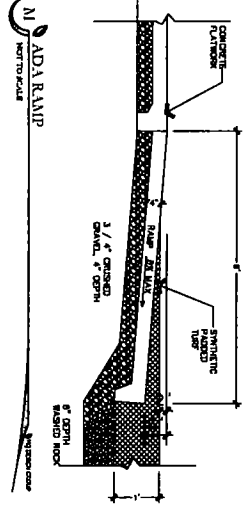
N ENGINEERED WOOD FIBER SAFETY SURFACING
NOT TO SCALE



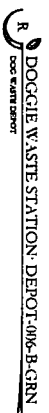
L CONCRETE FLATWORK DETAIL
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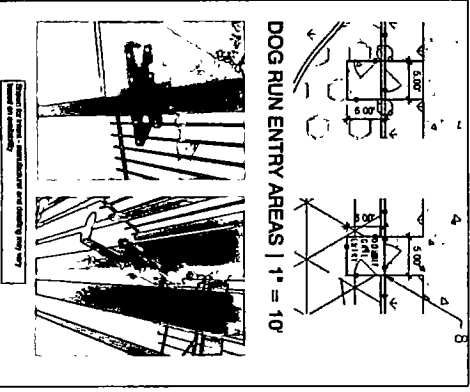
O PLAYGROUND EDGING
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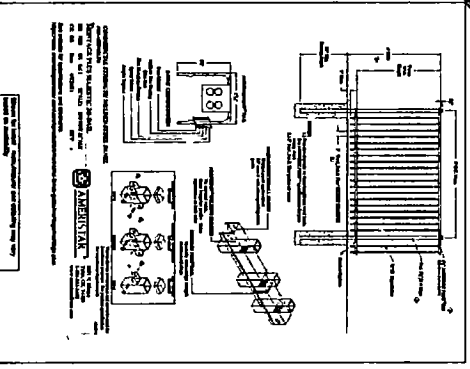
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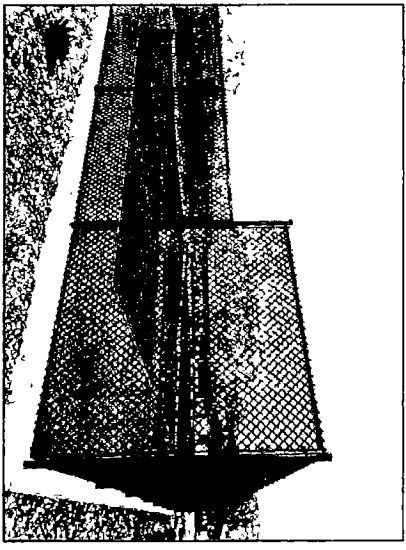
R DOOGIE WASTE STATION: DEPOT-1096-B-GRN
DOG WASTE DEPOT



P DOG PARK GATE
NOT TO SCALE



Q POOL AND DOG PARK FENCING
NOT TO SCALE



S 6\"/>

NO.	REVISION	DATE
1	ISSUE	2/20/24
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3		
4		
5		
6		
7		

MODERA-OVERALL
1400 W. & HWY 164
SPANISH FORK, UTAH

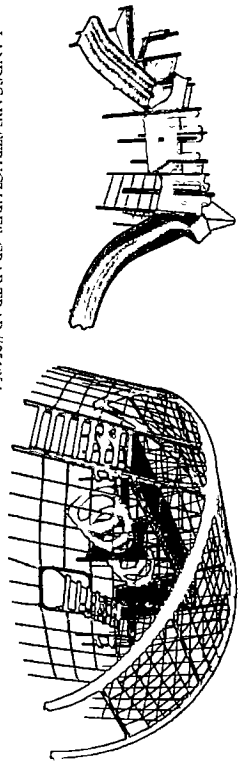
PROJECT LOCATION
3650 N. TRULIPER BLVD SUITE 102
LEHI, UTAH 84043 (801) 753-8944
www.ppkjgroup.com

PKJ DESIGN GROUP
LANDSCAPE ARCHITECTS
CITY PERMIT SET

JTA
AGP
JNA
UNBORN

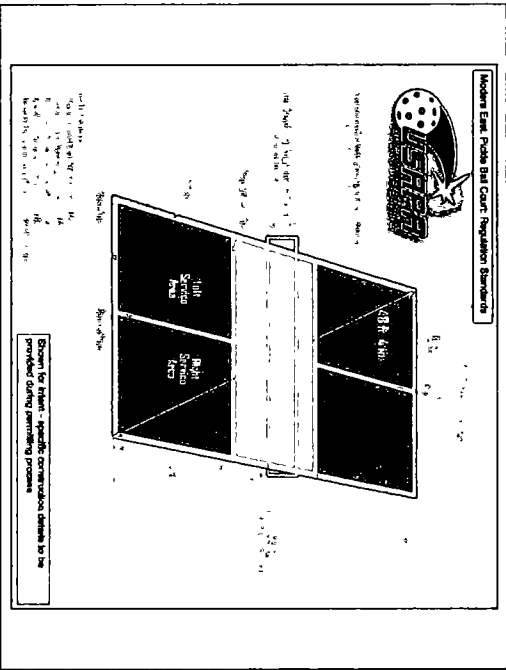
LP-502

MODERA WEST: SPECIFIC AMENITIES



LANDSCAPE STRUCTURES CRAB TRAP #251054
LAND DESIGN 302 #126145

MODERA EAST: SPECIFIC AMENITIES
REFER TO DEVELOPMENT AMENITIES EXHIBIT



PICKERBALL DETAILS

DATE	1/18/2024	UT23071
REVISION	BOOK	DATE
1		8th
2		1-800-552-4111
3		www.pellacorp.com
4		
5		

MODERA-OVERALL
1400 W. & HWY 164
SPANISH FORK, UTAH

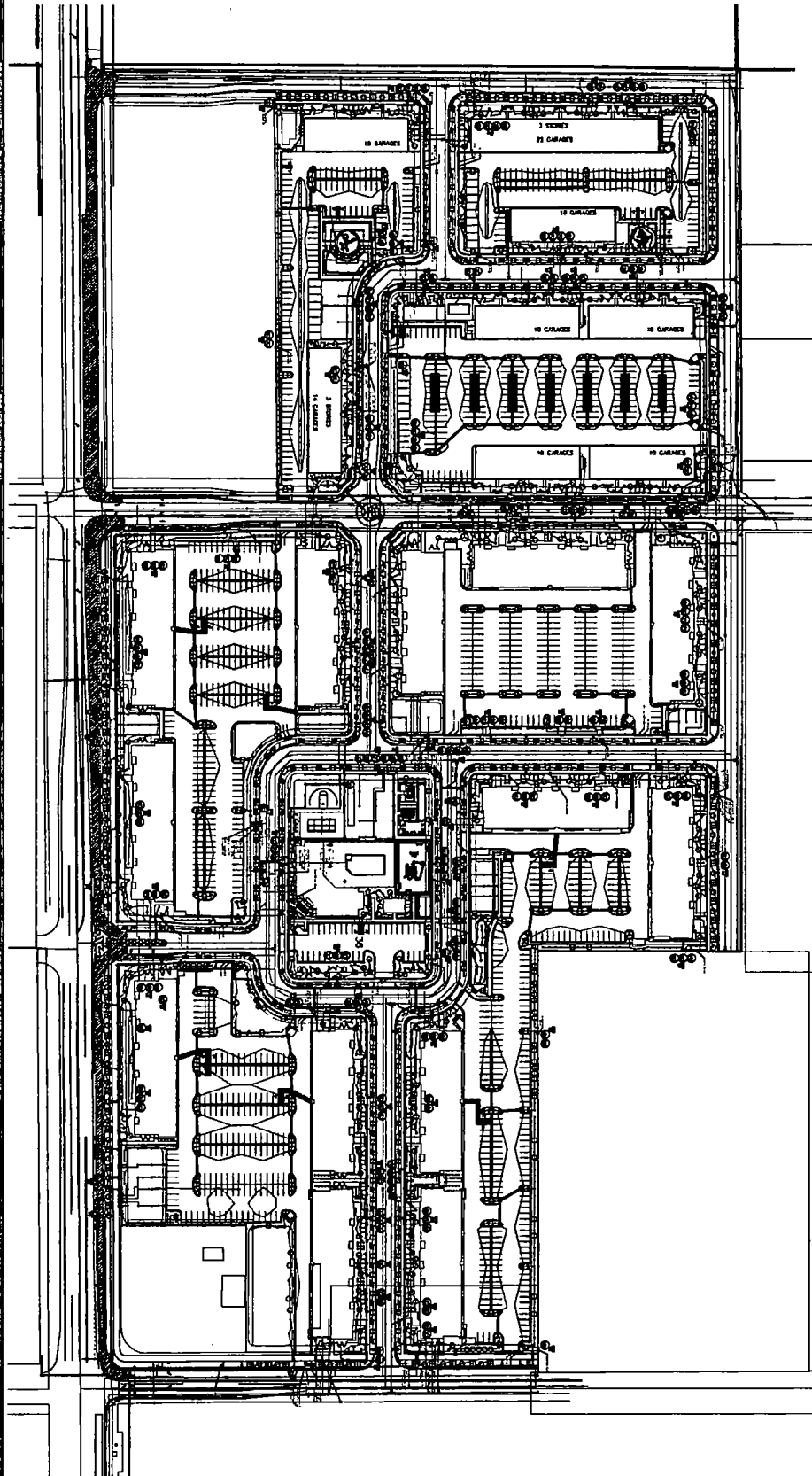
NOT TO SCALE
THIS DRAWING IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING.

PKJ DESIGN GROUP
3601 N. TULLOCH BLVD, SUITE 102
LEHI, UTAH 84043 (801) 753-5944
www.pkjdesigngroup.com

PLAN GROUP/DIVIDUALS
CITY PERMIT SET

DATE	JTA
BY	ACP
CHECKED	JJA
DATE	1/18/2024

LP-503



SHEET INDEX

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93	94	95	96
97	98	99	100

DATE: 1/18/2024
 PROJECT NUMBER: UT23071
 PROJECT LOCATION: MODERA-OVERALL
 DRAWING DATE: 20240118
 BLUE STAVES OF UTAH
 1-800-882-4111
 1000 WEST 100 SOUTH, SUITE 100
 SALT LAKE CITY, UT 84119
 DRAWING SCALE: 1" = 80'

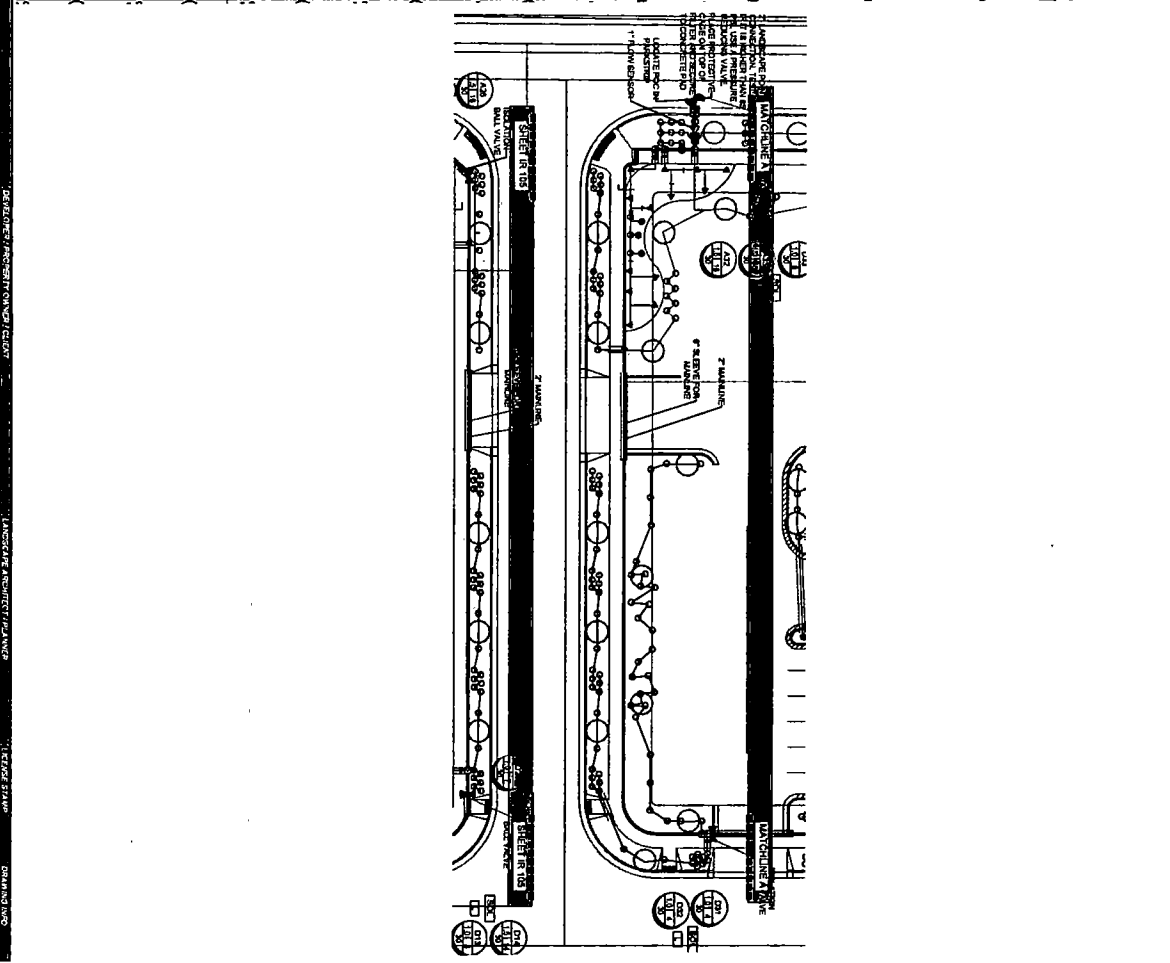
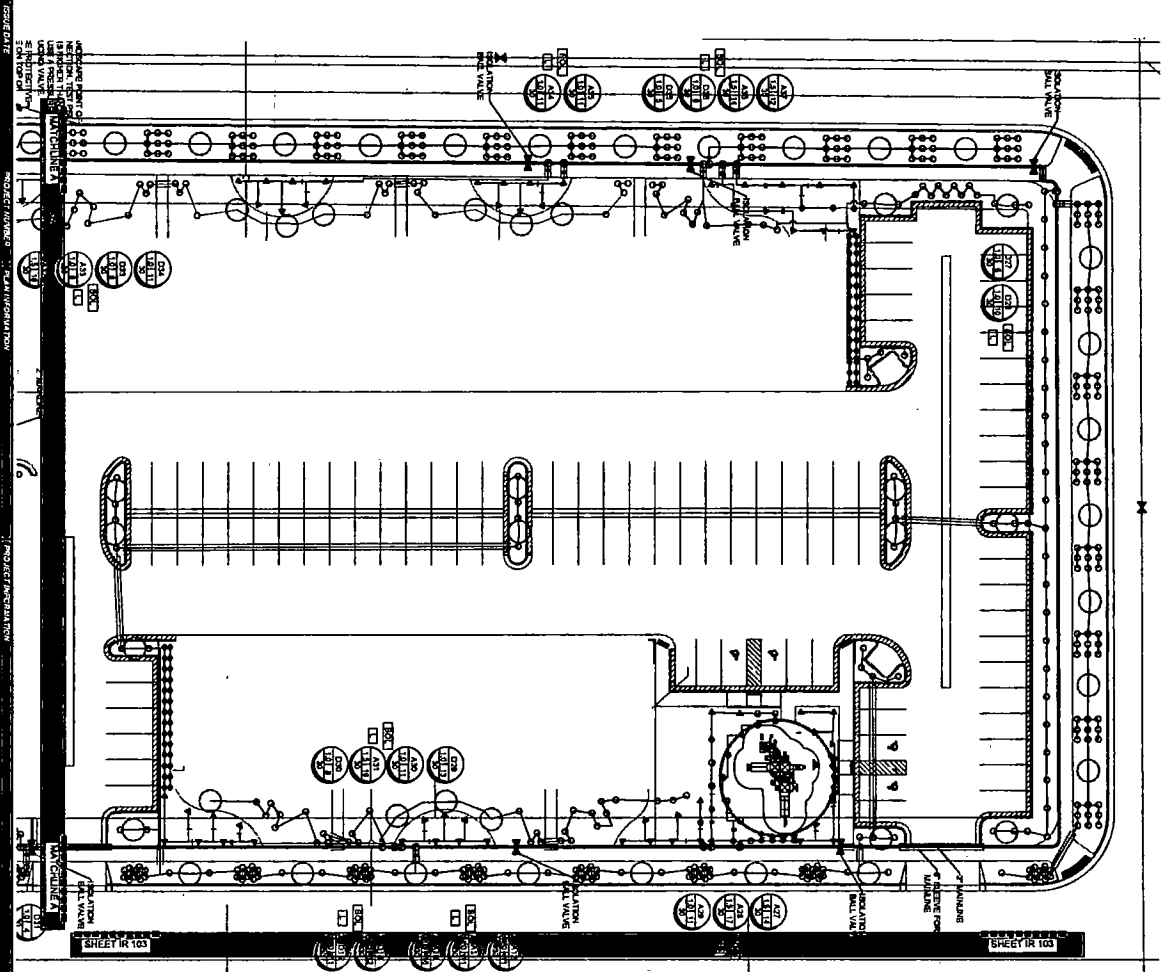
MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

DESIGNER: J. COOPER
 CHECKER: J. COOPER
 DATE: 1/18/2024
 PROJECT: MODERA-OVERALL
 SHEET: IRRIGATION OVERALL PLAN
 CITY PERMIT SET

PKJ DESIGN GROUP
 3450 N. TULLOCH BLVD, SUITE 102
 LEHI, UTAH 84043 (801) 733-5444
 www.pkjdesigngroup.com

IRRIGATION OVERALL PLAN
 CITY PERMIT SET
 IR-100

DATE: 1/18/2024
 PROJECT: MODERA-OVERALL
 SHEET: IRRIGATION OVERALL PLAN
 CITY PERMIT SET



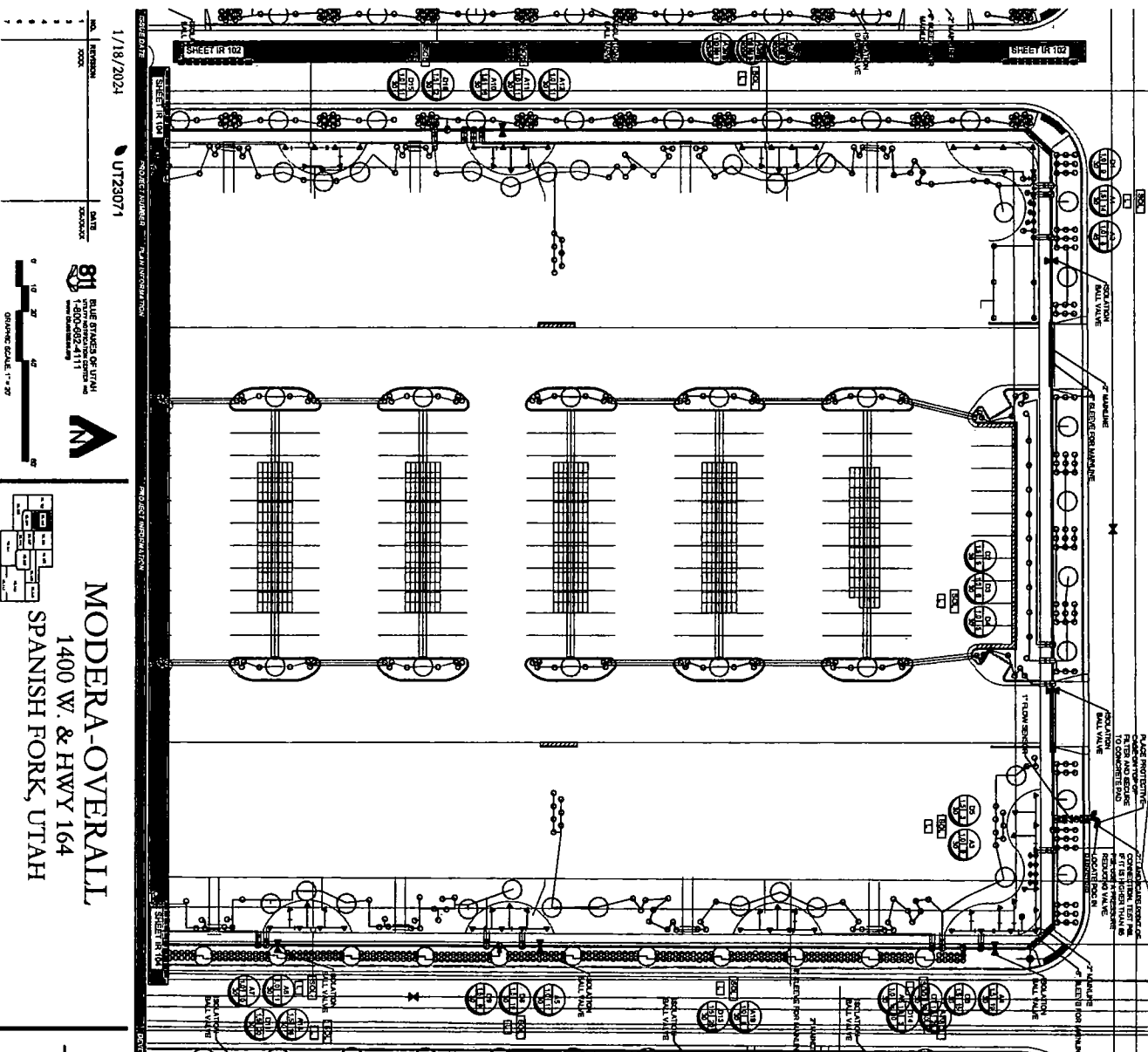
1/18/2024
 DATE
 20240000
 DATE
 20240000
 811 BLUE SPRINGS OPTIMA
 1-800-482-4111
 1" = 20'
 GRAPHIC SCALE: 1" = 20'

MODERA-OVERRAIL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

DESIGNER'S RESPONSIBILITY
 THE DESIGNER'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE IRRIGATION SYSTEM AS SHOWN ON THESE PLANS. THE DESIGNER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT OR THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED BY THE CLIENT AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE DESIGNER'S LIABILITY IS LIMITED TO THE DESIGN OF THE IRRIGATION SYSTEM AS SHOWN ON THESE PLANS.

PKJ DESIGN GROUP
 IRRIGATION PLAN
 CITY PERMIT SET
 IR-102

DESIGNED BY	JTA
CHECKED BY	ACP
PROJECT MANAGER	JMA
DATE	1/18/2024



1/18/2024
 DATE
 811 BLUE PRINTS OF UTAH
 1-800-682-4111
 DESIGN GROUP
 MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

PROJECT NUMBER: U723071
 PROJECT LOCATION: MODERA OVERALL
 PROJECT OWNER: INDEPENDENT OWNER

DESIGNER: PKJ DESIGN GROUP
 3460 N. TWINBROOK BLVD, SUITE 102
 LEHI, UTAH 84043 (801) 733-6644
 www.pkjdesigngroup.com

PKJ DESIGN GROUP
 IRRIGATION PLAN
 CITY PERMIT SET
 JVA
 ACP
 JMA
 DATE: 1/18/2024

IRRIGATION LEGEND

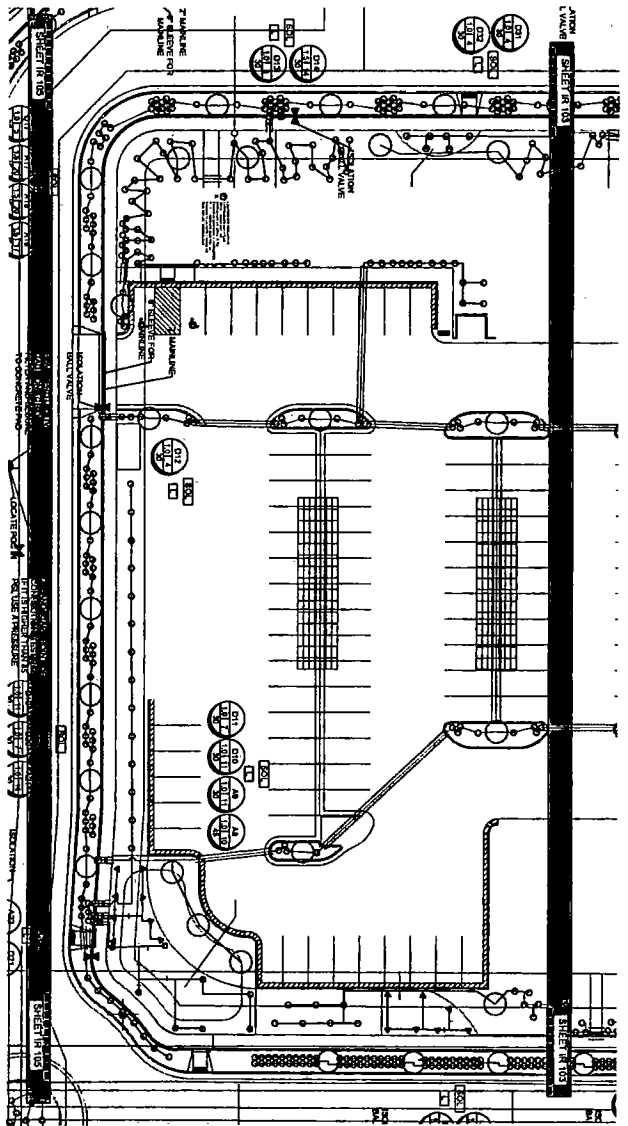
- DRIP ZONE
- VALVE
- PIPING
- CONCRETE PAD
- ...

DRIP ZONE

DRIP ZONE	PIPING	VALVE	CONCRETE PAD
1	1/2" PEX	1/2" PEX	4' x 4'
2	1/2" PEX	1/2" PEX	4' x 4'
3	1/2" PEX	1/2" PEX	4' x 4'
4	1/2" PEX	1/2" PEX	4' x 4'
5	1/2" PEX	1/2" PEX	4' x 4'
6	1/2" PEX	1/2" PEX	4' x 4'
7	1/2" PEX	1/2" PEX	4' x 4'
8	1/2" PEX	1/2" PEX	4' x 4'
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47	1/2" PEX	1/2" PEX	4' x 4'
48	1/2" PEX	1/2" PEX	4' x 4'
49	1/2" PEX	1/2" PEX	4' x 4'
50	1/2" PEX	1/2" PEX	4' x 4'

IRRIGATION NOTES

1. ALL PIPING SHALL BE 1/2" PEX UNLESS OTHERWISE NOTED.
2. ALL VALVES SHALL BE 1/2" PEX UNLESS OTHERWISE NOTED.
3. ALL CONCRETE PADS SHALL BE 4' x 4' UNLESS OTHERWISE NOTED.
4. ALL DRIP ZONES SHALL BE 1/2" PEX UNLESS OTHERWISE NOTED.
5. ALL PIPING SHALL BE INSTALLED AT A MINIMUM OF 6" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED.
6. ALL VALVES SHALL BE INSTALLED AT A MINIMUM OF 6" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED.
7. ALL CONCRETE PADS SHALL BE INSTALLED AT A MINIMUM OF 6" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED.
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49. ALL PIPING SHALL BE INSTALLED AT A MINIMUM OF 6" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED.
50. ALL VALVES SHALL BE INSTALLED AT A MINIMUM OF 6" BELOW FINISHED GRADE UNLESS OTHERWISE NOTED.



PROJECT NAME: MODERA OVERALL
PROJECT ADDRESS: 1400 W. & HWY 164

DATE: 1/18/2024
REVISION: 0001
DESIGNER: BLUE BRANES OF UTAH
 1-800-262-4111
 3100 SOUTH UNIVERSITY AVENUE SUITE 100 WEST VALLEY CITY, UT 84119



MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

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PKI DESIGN GROUP
 3450 N. TRULOCK BLVD SUITE 102
 LEHI, UTAH 84043 (801) 733-9544
 www.pkiengineering.com

IRIGATION PLAN
 CITY PERMIT SET
 JTA
 ACP
 JMA
 DATE: 1/18/2024
 PROJECT: 10413

IRRIGATION LEGEND

PIPING: 1/2" PIPING (FOR VALVES, RISERS, AND VALVE CONNECTIONS)

VALVES: VALVE (SYMBOLS FOR VALVES)

RISERS: RISER (SYMBOLS FOR RISERS)

EMITTER LINES: EMITTER LINE (SYMBOLS FOR EMITTER LINES)

HEADS: HEAD (SYMBOLS FOR HEADS)

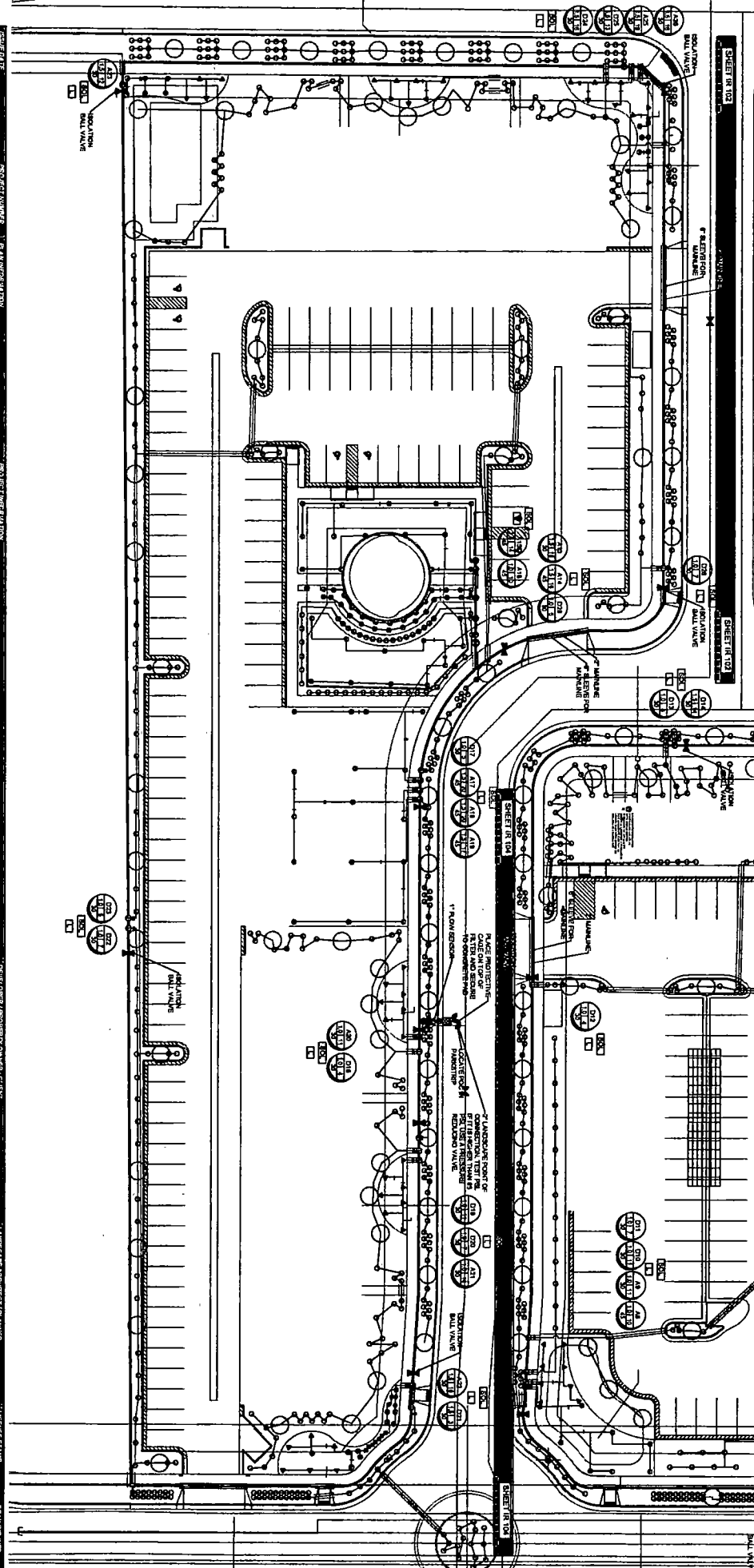
DRIP ZONE: DRIP ZONE (SYMBOLS FOR DRIP ZONES)

NO SYMBOL: NO SYMBOL (SYMBOLS FOR NO SYMBOL)

IRRIGATION NOTES

1. THE IRRIGATION SYSTEM IS DESIGNED TO BE A DRAINAGE-FREE SYSTEM...
2. ALL VALVES SHALL BE 1/2" PIPING...
3. ALL RISERS SHALL BE 1/2" PIPING...
4. ALL EMITTER LINES SHALL BE 1/2" PIPING...
5. ALL HEADS SHALL BE 1/2" PIPING...

DRIP ZONE	TYPE	PIPING	VALVE	RISER	EMITTER LINE	HEAD
DRIP ZONE 1	TYPE 1	PIPING 1	VALVE 1	RISER 1	EMITTER LINE 1	HEAD 1
DRIP ZONE 2	TYPE 2	PIPING 2	VALVE 2	RISER 2	EMITTER LINE 2	HEAD 2



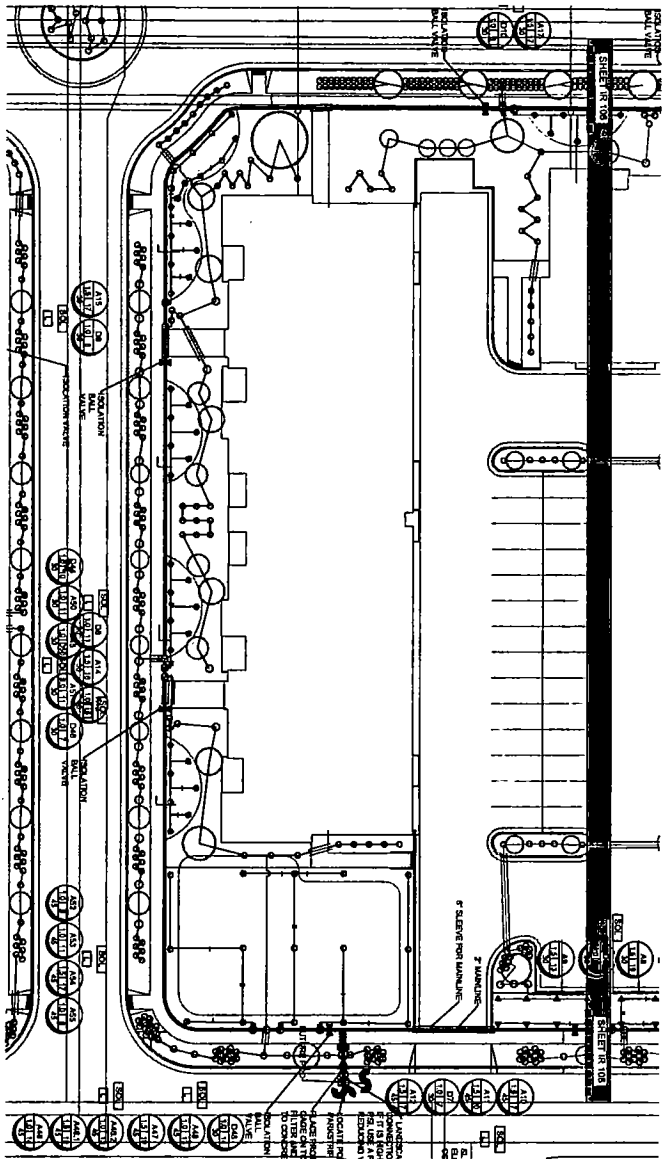
DATE: 1/18/2024
 PROJECT NUMBER: UT23071
 PROJECT NAME: PLAIN WOODS ADDITION

811 BLUE STAINLESS STEEL
 1-800-882-4117
 MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

DESIGNED AND PREPARED BY: SHAWN, CLIENT
 CHECKED BY: JVA
 DRAWING NO: IR-105

PKJ DESIGN GROUP
 3450 N. TRILUMPH BLVD, SUITE 102
 LEHI, UTAH 84043 (801) 733-9844
 www.pkjdesigngroup.com

IR-105
 CITY PERMIT SET



IRRIGATION LEGEND



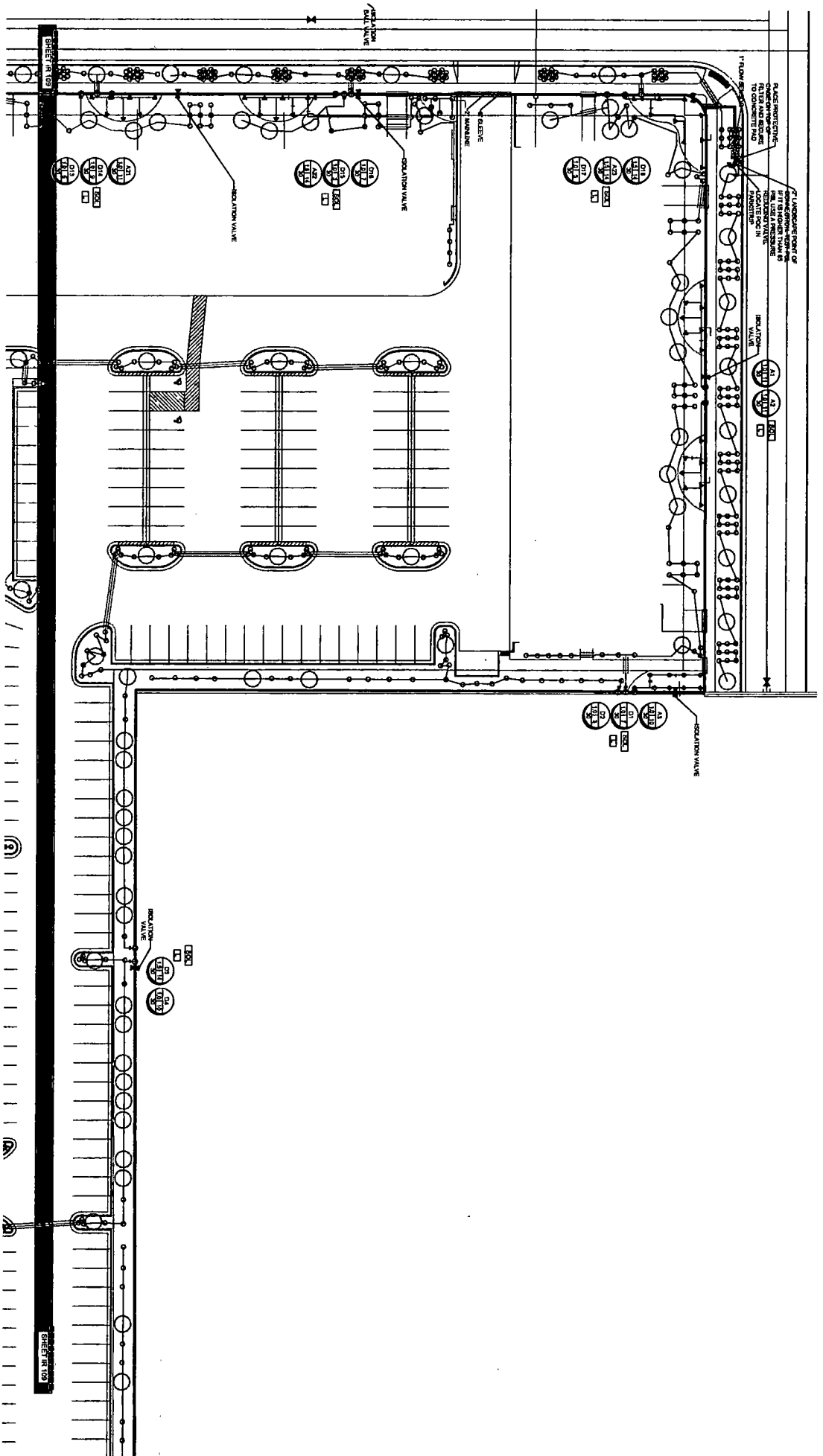
Table with 2 columns: TYPE and DESCRIPTION. It lists various irrigation components such as 'VALVE', 'EMITTER', 'SLAB VALVE', and 'AIR VALVE' with their respective symbols and descriptions.

IRRIGATION NOTES
1. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE SUFFICIENT WATER TO ALL PLANTS AND TREES...
2. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE SUFFICIENT WATER TO ALL PLANTS AND TREES...

Project information including: DATE: 1/18/2024, PROJECT NUMBER: UT23071, CLIENT: BLUE SPRINGS OF UTAH, and contact information: 1-800-852-4111.

Project name and address: MODERA-OVERALL, 1400 W. & HWY 164, SPANISH FORK, UTAH. Includes a small site map showing the project location.

Professional seal and design information for PKJ DESIGN GROUP, IRRIGATION PLAN, CITY PERMIT SET, IR-107. Includes the company logo and contact details.



DATE: 1/18/2024
 PROJECT: MODERA-OVERALL
 SHEET: UT23071
 SCALE: GRAPHIC SCALE 1" = 20'

BLAKE BRUNES OF UTAH
 1400 W. & HWY 164
 SPANISH FORK, UTAH

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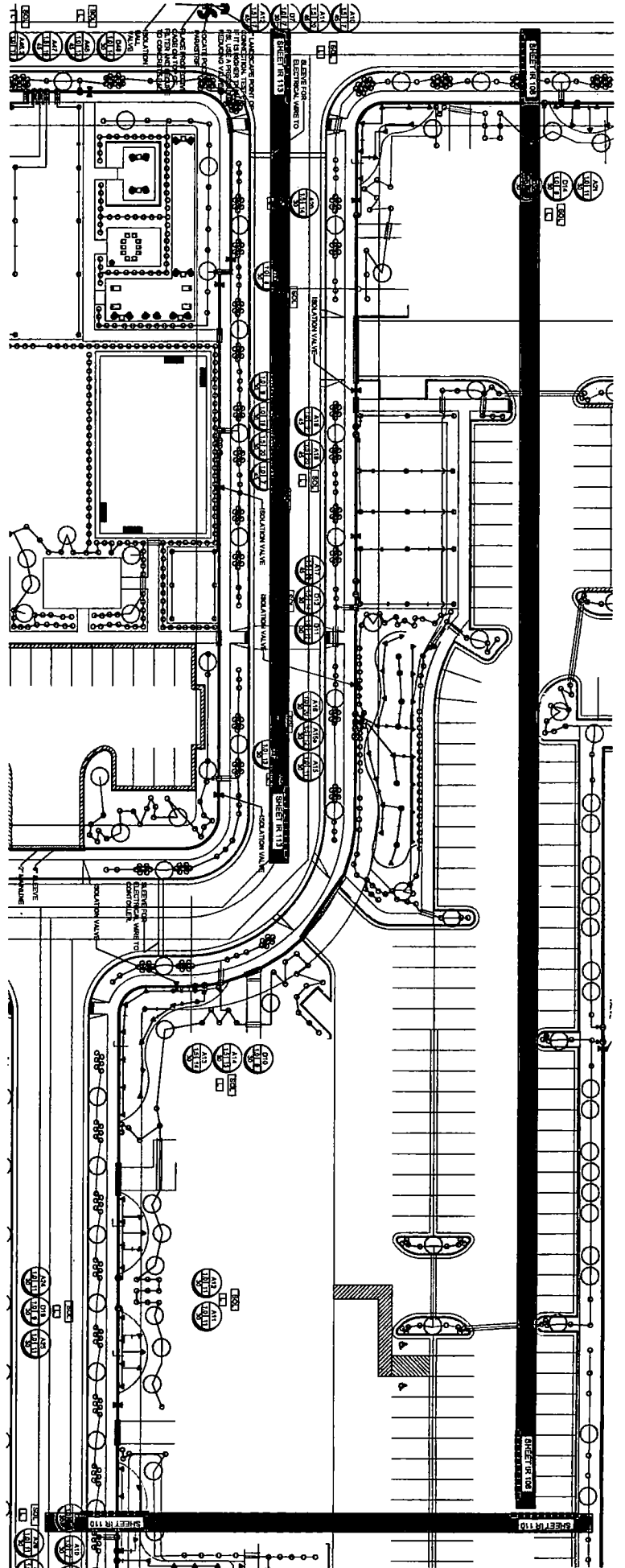
PKJ DESIGN GROUP
 1400 W. & HWY 164
 SPANISH FORK, UTAH 84303
 WWW.PKJDESIGNGROUP.COM

IRRIGATION PLAN
 CITY PERMIT SET

JTA
 ADP
 JMA
 JTB

DRIVING TOP

IR-108



DATE: 1/18/2024
PROJECT NUMBER: U723071
PROJECT NAME: PLAIN HILLSIDE HOME

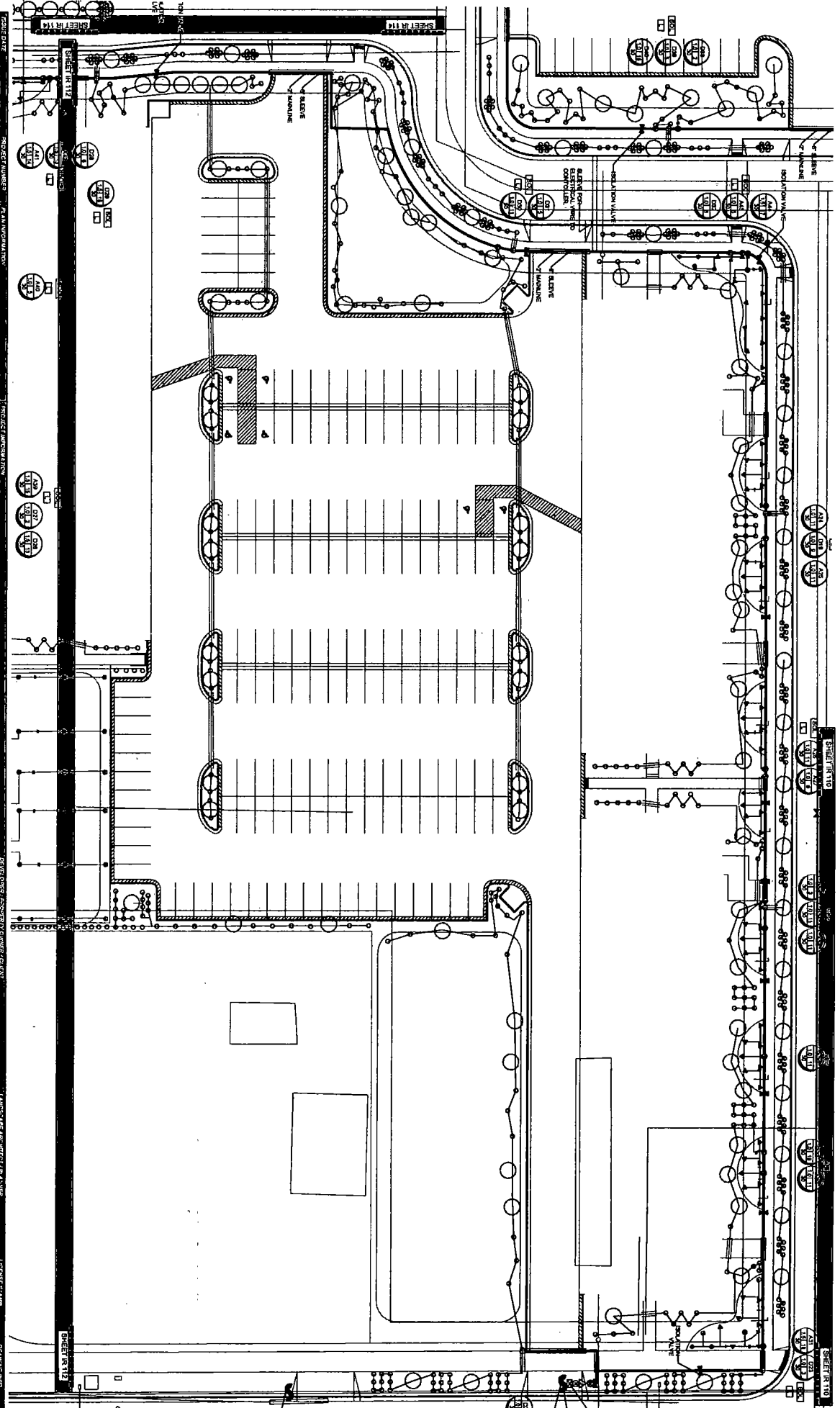
DATE: 1/18/2024
PROJECT NAME: MODERA-OVERALL
ADDRESS: 1400 W. & HWY 164
CITY: SPANISH FORK, UTAH

SCALE: 1" = 20'

DESIGNER: PKI DESIGN GROUP
PROJECT MANAGER: JIA
DESIGNER: ACP
PROJECT MANAGER: JIA
DATE: 1/18/2024

IRRIGATION PLAN
CITY PERMIT SET
JR-109

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1/18/2024
 DATE
 UT23071
 PROJECT NUMBER

BLUE STAKES OF UTAH
 1-800-662-4111
 1000 W. 1000 S. SUITE 100
 SALT LAKE CITY, UT 84119

GRAPHIC SCALE 1" = 20'

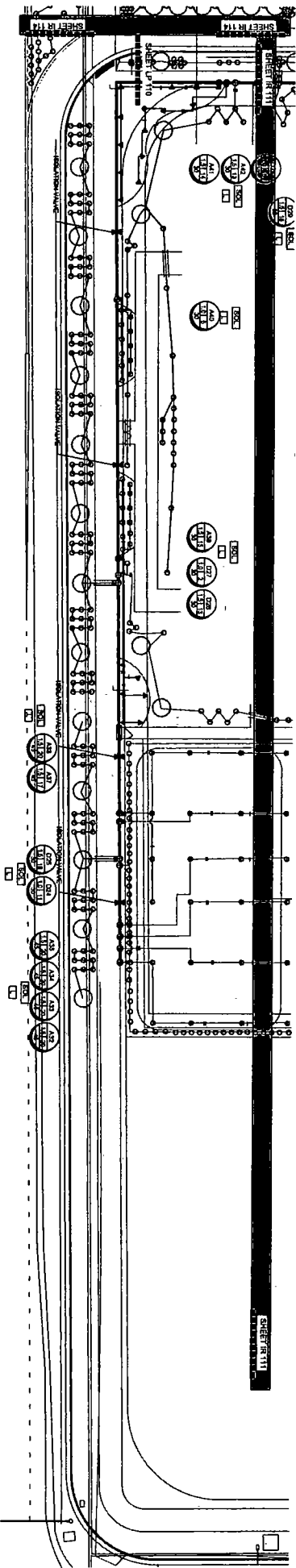
MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

THE DOCUMENTS AND THE SEAL AND SIGNATURE OF THE ENGINEER ARE THE SOLE AUTHORITY FOR THE DESIGN AND CONSTRUCTION OF THE IRRIGATION SYSTEM. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE IRRIGATION SYSTEM AND DOES NOT EXTEND TO THE OPERATION AND MAINTENANCE OF THE SYSTEM. THE USER OF THIS SYSTEM SHALL BE RESPONSIBLE FOR THE PROPER OPERATION AND MAINTENANCE OF THE SYSTEM.

PKJ DESIGN GROUP
 3650 N. TERRACE BLVD. SUITE 102
 LEHI, UTAH 84043 (801) 733-5444
 www.pkjdesigngroup.com

IRRIGATION PLAN
 CITY PERMIT SET
 IR-111

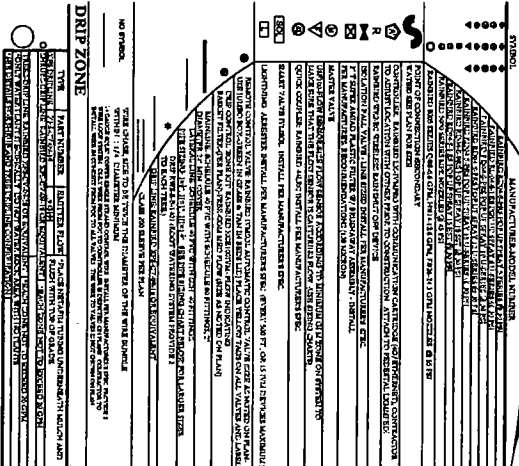
JIA
 ACP
 PROJECT JIA
 1/18/2024



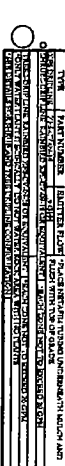
IRRIGATION NOTES

- 1. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION OF ANY PART OF THE SYSTEM.
- 2. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE DESIGNER AND IS TO BE KEPT CONFIDENTIAL AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC, MECHANICAL, PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.
- 3. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE DESIGNER AND IS TO BE KEPT CONFIDENTIAL AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC, MECHANICAL, PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.
- 4. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE DESIGNER AND IS TO BE KEPT CONFIDENTIAL AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC, MECHANICAL, PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.
- 5. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE DESIGNER AND IS TO BE KEPT CONFIDENTIAL AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC, MECHANICAL, PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.

IRRIGATION LEGEND



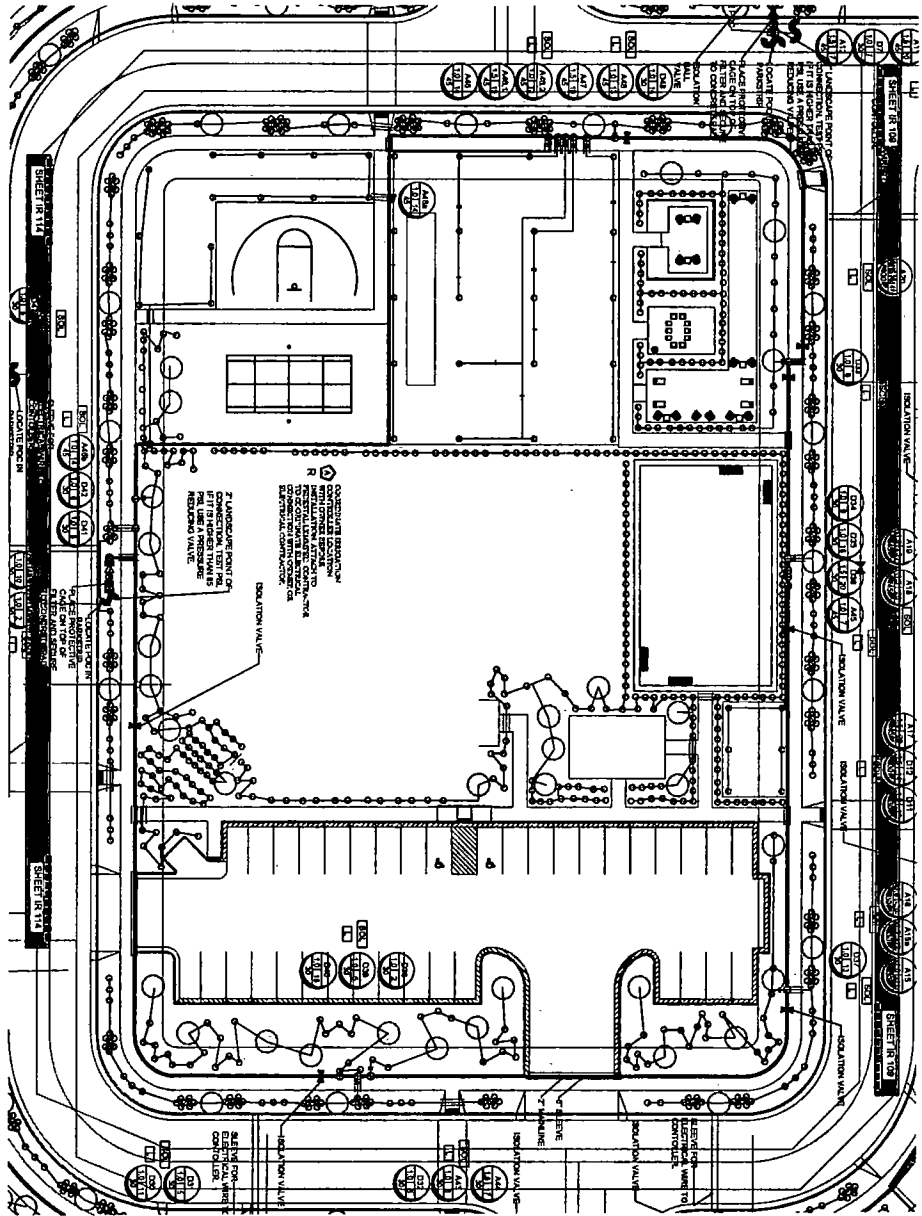
DRAIN ZONE



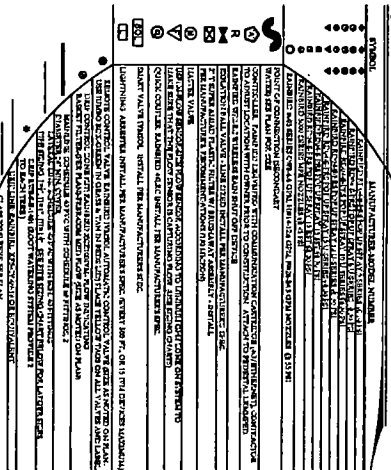
DATE: 1/18/2024
 PROJECT NUMBER: UT23071
 CLIENT: BLUE SPACES OF UTAH
 PROJECT: 1-800-882-4111
 811 UTAH DESIGN SERVICES INC. 1-800-882-4111
 PLAIN GROUND, UTAH
 PROJECT NUMBER: 2024-00000000

MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

PKJ DESIGN GROUP
 3801 TRIBBLE BLVD, SUITE 102
 LEHI, UTAH 84043 (801) 753-9544
 www.pkjdesigngroup.com
 IRRIGATION PLAN
 CITY PERMIT SET
 DATE: 1/18/2024
 DRAWN BY: JVA
 CHECKED BY: JVA
 PROJECT: UT23071

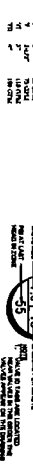


IRRIGATION LEGEND



IRRIGATION NOTES

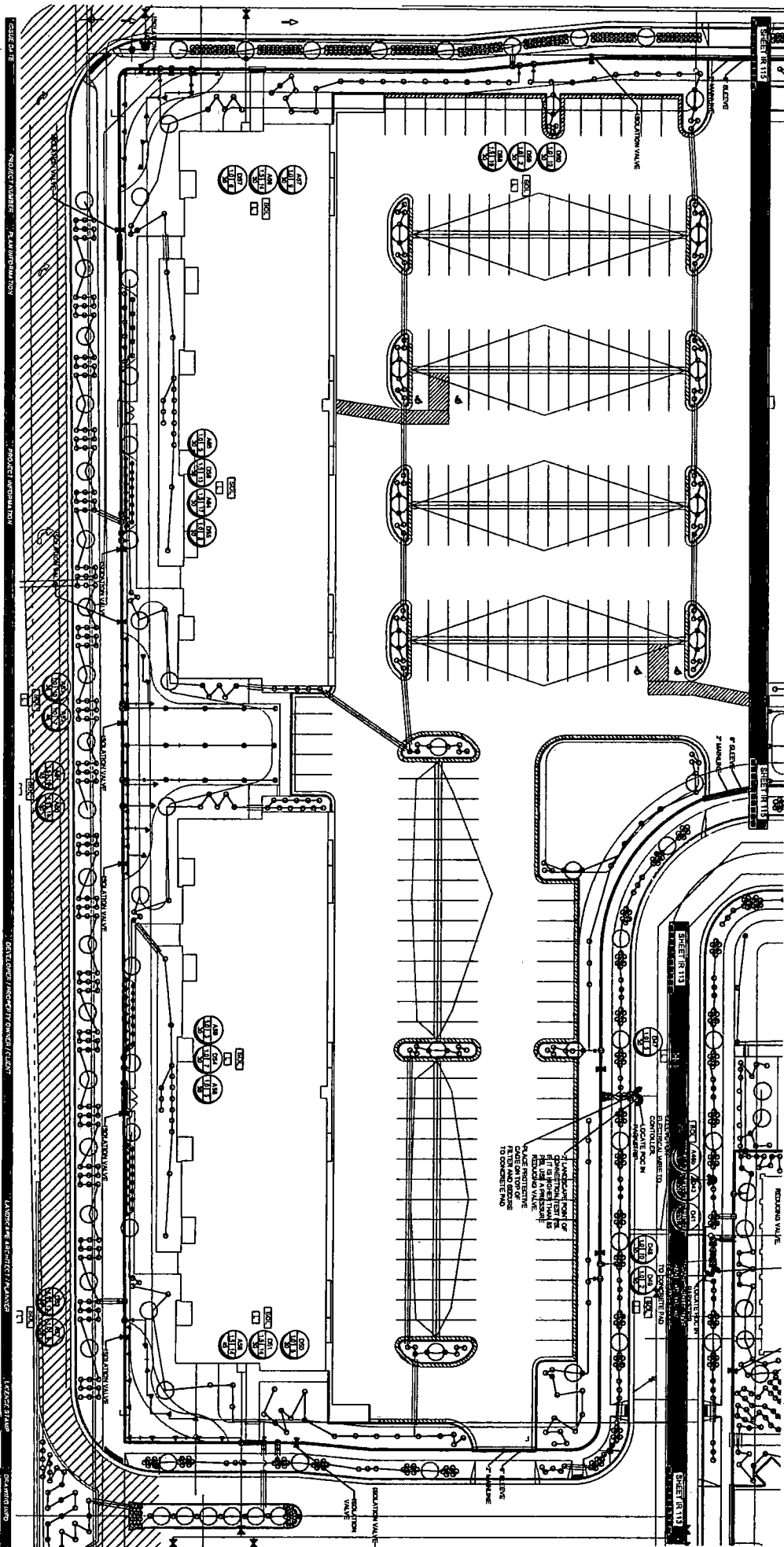
1. THE DESIGNER HAS BASED THE IRRIGATION DESIGN ON THE INFORMATION PROVIDED BY THE CLIENT AND THE IRRIGATION CONTRACTOR. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED.
2. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE SUFFICIENT WATER TO ALL PLANTS AND AREAS TO BE IRRIGATED.
3. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A PRESSURE OF 50 PSI.
4. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A FLOW RATE OF 10 GPM.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER TEMPERATURE OF 50°F.
6. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER QUALITY OF 100 GPM.
7. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER SOURCE OF 100 GPM.
8. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER SOURCE OF 100 GPM.
9. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER SOURCE OF 100 GPM.
10. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER SOURCE OF 100 GPM.



1/18/2024
 PROJECT NUMBER: U723071
 DATE: 1/18/2024
 PROJECT: MODERA-OVERALL
 811 BLUE PRINTS OF UTAH
 1-800-482-4111
 DRAWING SCALE: 1" = 20'

MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

PKJ DESIGN GROUP
 IRRIGATION PLAN
 CITY PERMIT SET
 3601 N. HIGHLAND, SUITE 102
 LEHI, UTAH 84043 (801) 755-5944
 WWW.PKJDESIGN.COM
 JTA
 ACP
 JMA
 IR-113



1/18/2024
 DATE
 UT23071
 PROJECT NUMBER

1
 2
 3
 4
 5
 6
 7

NO. REVISION
 DATE
 BY
 CHECKED

BLUE STAPLES OF UTAH
 1-800-862-4111
 www.bluestaples.com

GRAPHIC SCALE 1" = 20'

MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

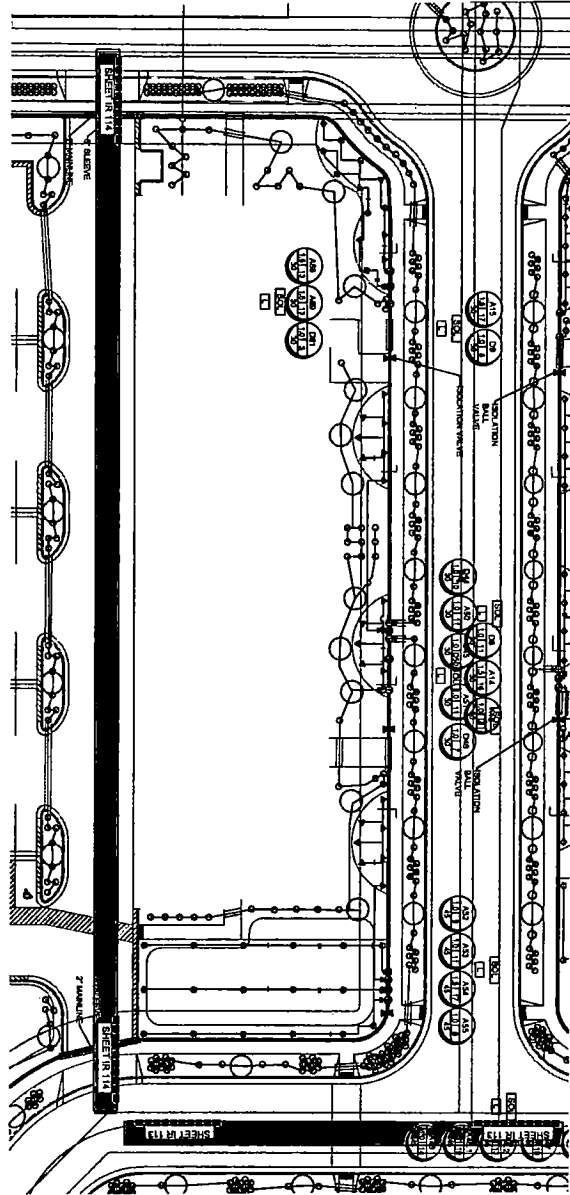
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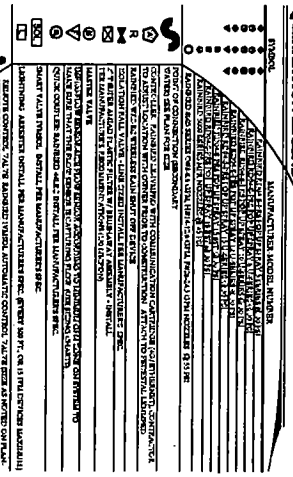
IRRIGATION PLAN
 CITY PERMIT SET

JVA
 ACP
 JVA
 JVA

PKI-114



IRRIGATION LEGEND



DRIP ZONE

TYPE	WATT NUMBER	UNITED IN	VALVE NUMBER	ZONE NUMBER
1	101	101	101	101
2	102	102	102	102
3	103	103	103	103
4	104	104	104	104
5	105	105	105	105
6	106	106	106	106
7	107	107	107	107
8	108	108	108	108
9	109	109	109	109
10	110	110	110	110

IRRIGATION NOTES

1. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED TO PROVIDE SUFFICIENT WATER TO ALL PLANTS AND TREES IN THE LANDSCAPE.
2. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A PRESSURE OF 50 PSI.
3. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A FLOW RATE OF 10 GPM.
4. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A DURATION OF 30 MINUTES.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A FREQUENCY OF 2 TIMES PER WEEK.
6. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A COST OF \$10 PER SQUARE FOOT.
7. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A MAINTENANCE COST OF \$5 PER YEAR.
8. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER CONSUMPTION RATE OF 100 GALLONS PER SQUARE FOOT PER YEAR.
9. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER EFFICIENCY RATE OF 90%.
10. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER QUALITY INDEX OF 80.
11. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER TEMPERATURE INDEX OF 70.
12. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER PHOSPHORUS INDEX OF 60.
13. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER NITROGEN INDEX OF 50.
14. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER POTENTIAL INDEX OF 40.
15. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER SALINITY INDEX OF 30.
16. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER TOXICITY INDEX OF 20.
17. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER OXYGEN INDEX OF 10.
18. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER CARBON DIOXIDE INDEX OF 0.
19. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER SULFIDE INDEX OF 0.
20. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO OPERATE AT A WATER AMMONIA INDEX OF 0.

DATE: 1/18/2024
 PROJECT NUMBER: UT23071
 PROJECT ADDRESS: 1400 W. & HWY 164
 PROJECT CITY/STATE: SPANISH FORK, UTAH

DATE: 1/18/2024
 PROJECT NUMBER: UT23071
 PROJECT ADDRESS: 1400 W. & HWY 164
 PROJECT CITY/STATE: SPANISH FORK, UTAH

DATE: 1/18/2024
 PROJECT NUMBER: UT23071
 PROJECT ADDRESS: 1400 W. & HWY 164
 PROJECT CITY/STATE: SPANISH FORK, UTAH

MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

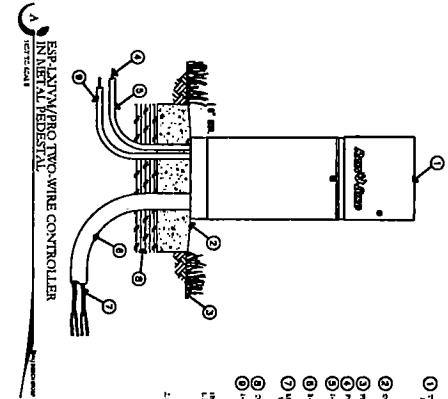
DESIGN GROUP
 1400 N. TRINIDAD BLVD. SUITE 102
 UEN JORDAN, UT 84095
 www.designgroup.com

IR-115

DESIGN GROUP
 1400 N. TRINIDAD BLVD. SUITE 102
 UEN JORDAN, UT 84095
 www.designgroup.com

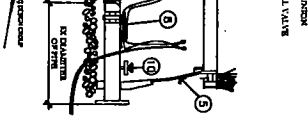
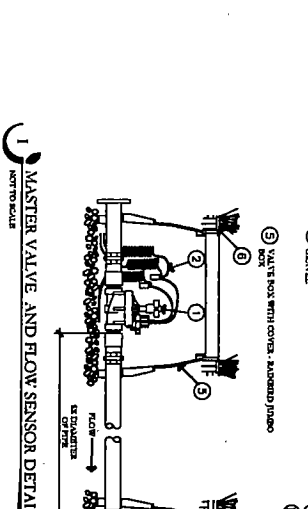
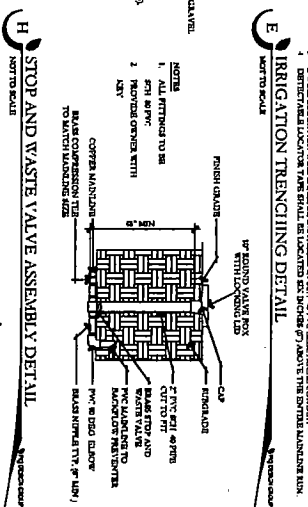
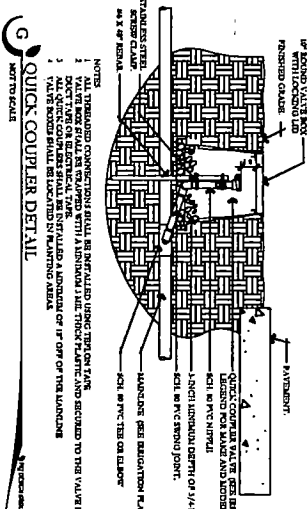
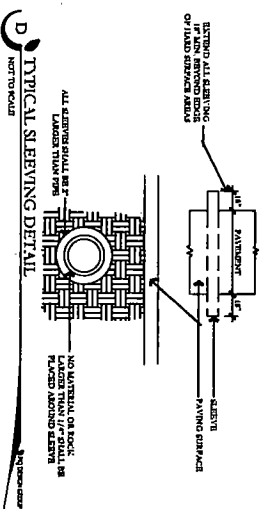
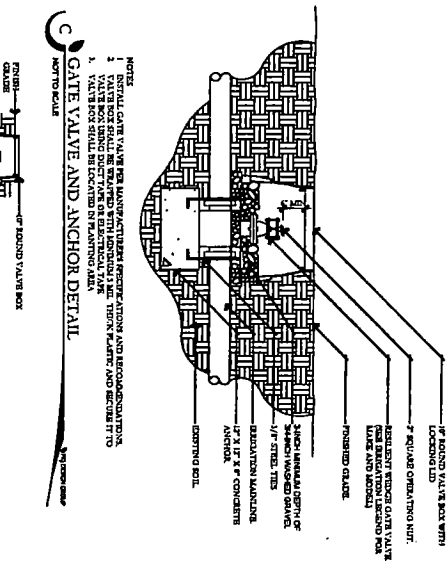
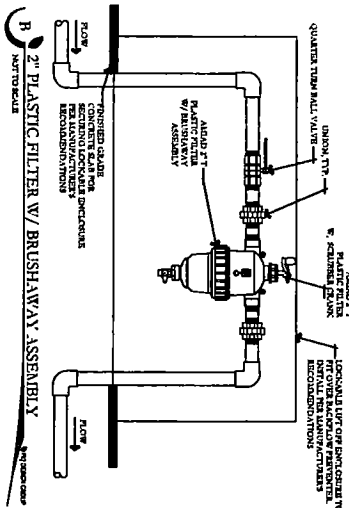
IR-115

DESIGN GROUP
 1400 N. TRINIDAD BLVD. SUITE 102
 UEN JORDAN, UT 84095
 www.designgroup.com



NET SPECIFICATIONS

ITEM	DESCRIPTION	QUANTITY	UNIT
1	ESP-LIN/PRO TWO-WIRE CONTROLLER	1	EA
2	ESP-LIN/PRO TWO-WIRE CONTROLLER CAP	1	EA
3	ESP-LIN/PRO TWO-WIRE CONTROLLER BASE	1	EA
4	ESP-LIN/PRO TWO-WIRE CONTROLLER HOUSING	1	EA
5	ESP-LIN/PRO TWO-WIRE CONTROLLER COVER	1	EA
6	ESP-LIN/PRO TWO-WIRE CONTROLLER BASE	1	EA
7	ESP-LIN/PRO TWO-WIRE CONTROLLER BASE	1	EA



REVISIONS

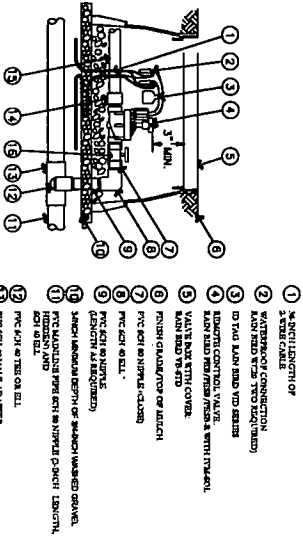
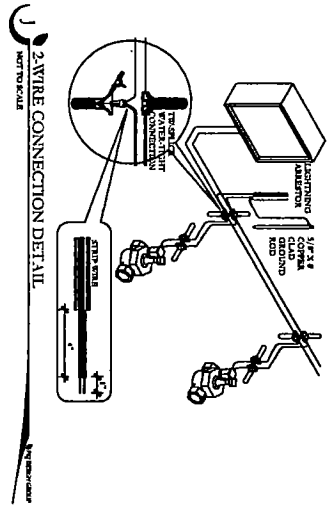
NO.	REVISION	DATE	BY	CHKD
1				
2				
3				
4				
5				
6				
7				

1/18/2024
 UT2307-1
 BLUE STAINES OF UTAH
 1-800-402-4111
 811

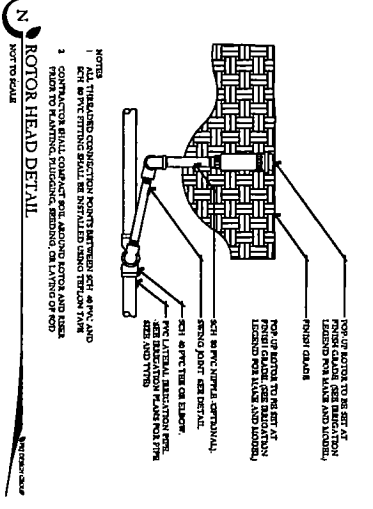
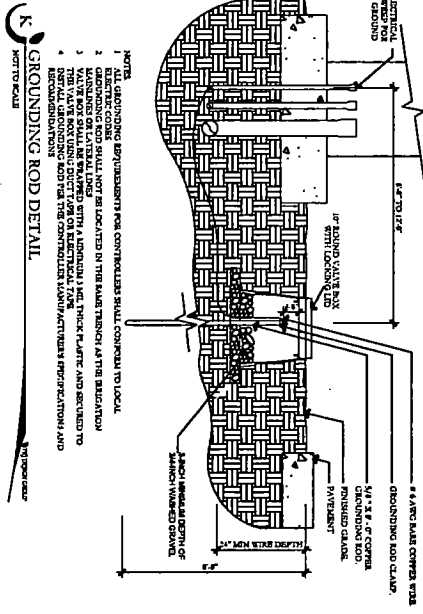
MODERA-OVERAILL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

PKJ DESIGN GROUP
 IRRIGATION DETAILS
 CITY PERMIT SET
 3401 N. FREEMAN BLVD. SUITE 102
 LEB, UTAH 84403 (801) 733-5944
 www.pkjdesigngroup.com

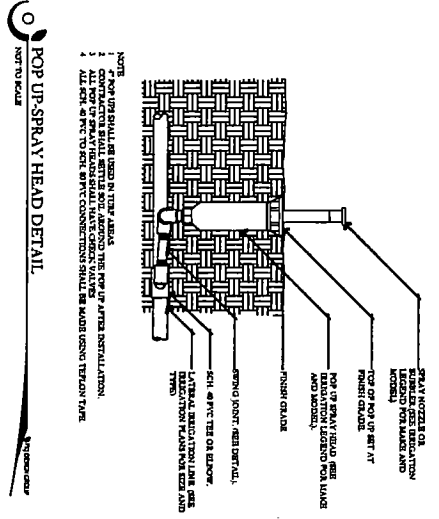
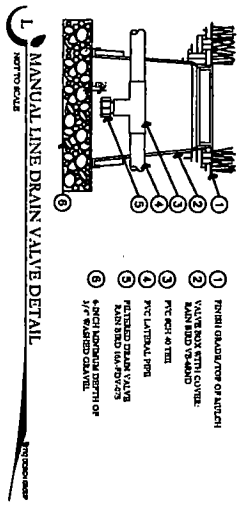
IR-501



M ELECTRIC REMOTE CONTROL VALVE
 PER OR PESH SERIES WITH IVM-SOL
 NOT TO SCALE



N ROTOR HEAD DETAIL
 NOT TO SCALE



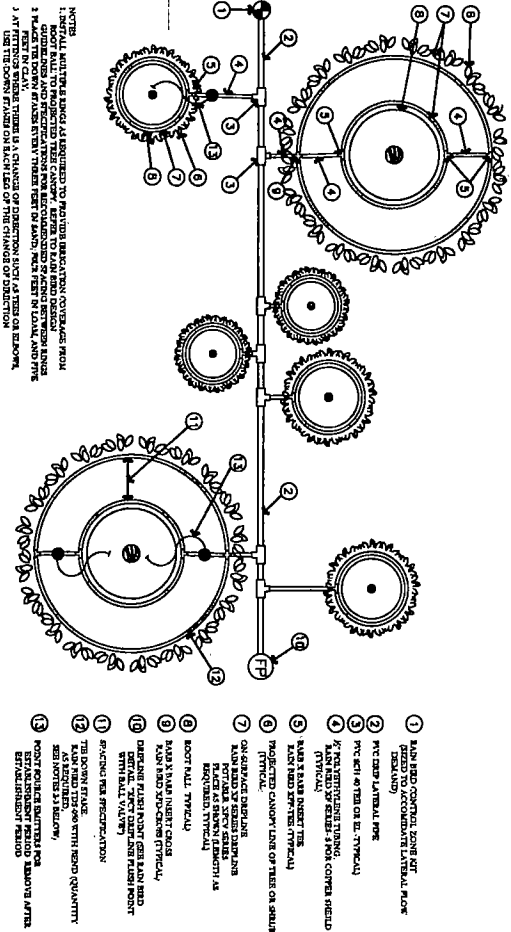
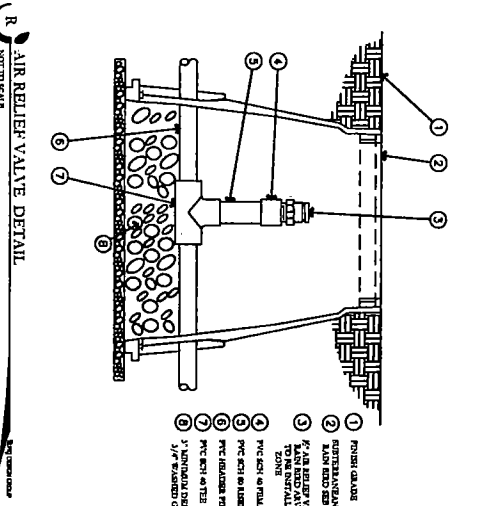
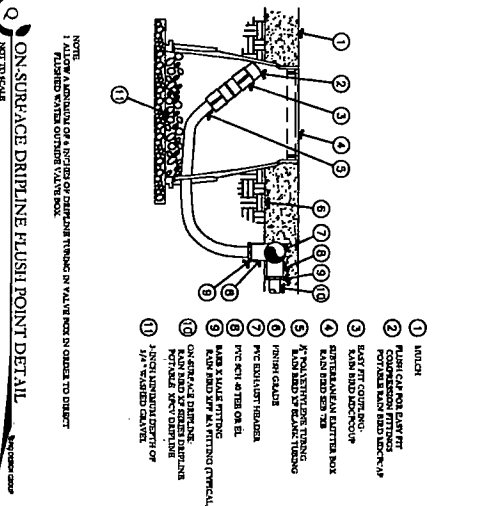
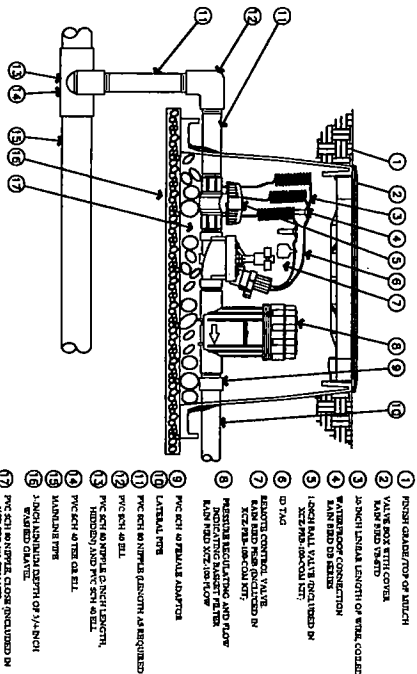
O POP UP SPRAY HEAD DETAIL
 NOT TO SCALE

NO.	REVISION	DATE
1	ISSUE	03/20/24
2		
3		
4		
5		
6		
7		

PROJECT NUMBER: U1723071
 PROJECT LOCATION: MODERA-OVERALL
 1400 W. & HWY 164
 SPANISH FORK, UTAH

DESIGNER: PPKJ
 3450 N. TRIUMPH BLVD. SUITE 102
 LEHI, UTAH 84043 (801) 753-8444
 www.ppkjgroup.com

DESIGN GROUP IRRIGATION DETAILS
 CITY PERMIT SET
 IR-502



PROJECT NUMBER: U723071
DATE: 1/18/2024
BLUE STAINES OF UTAH
1-800-662-4117
1000 E. SOUTH AVENUE, SUITE 100
SALT LAKE CITY, UT 84143

MODERA-OVERALL
1400 W. & HWY 164
SPANISH FORK, UTAH

DESIGN NOTES:
1. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE UTAH IRRIGATION SYSTEMS ACT (UCA 17-2-101) AND THE UTAH IRRIGATION SYSTEMS REGULATIONS (R17-2-101).

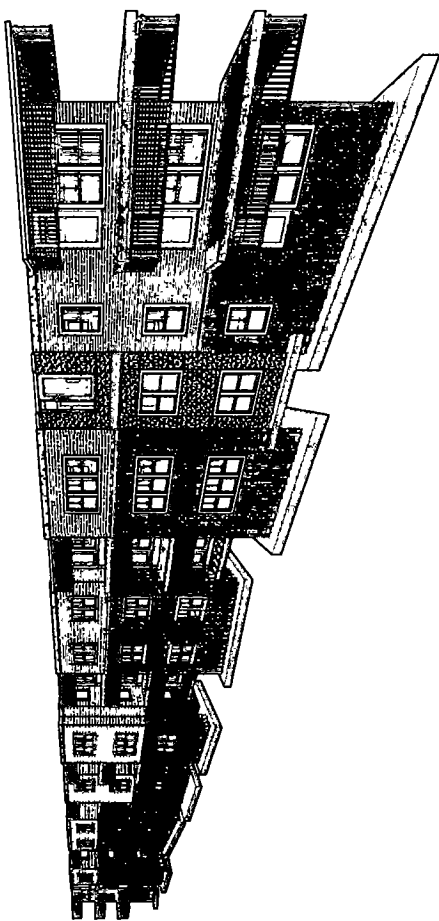
PKJ DESIGN GROUP
3450 N. TRIMBLE BLVD. SUITE 102
LEHI, UTAH 84043 (801) 733-9844
www.pkjdesigngroup.com

IRRIGATION DETAILS
CITY PERMIT SET

JTA
ACP
JMA
1/18/2024

MODERA APARTMENTS

PHASE 1 & 2



PROJECT TEAM

<p>Architect: Architecture Builders Inc 10000 Northway Blvd Suite 100 Dallas, TX 75243 Phone: (972) 502-3627 jrbarn@architecture.com</p>	<p>Developer: DPHORSTON 10000 Northway Blvd Suite 100 Dallas, TX 75243 Phone: (972) 502-3627 jrbarn@architecture.com</p>	<p>Structural Engineer: HNTB 10000 Northway Blvd Suite 100 Dallas, TX 75243 Phone: (972) 502-3627 jrbarn@architecture.com</p>	<p>MEP Engineer: HNTB 10000 Northway Blvd Suite 100 Dallas, TX 75243 Phone: (972) 502-3627 jrbarn@architecture.com</p>
<p>Owner: Special Fork Investments, LLC 10000 Northway Blvd Suite 100 Dallas, TX 75243 Phone: (972) 502-3627 jrbarn@architecture.com</p>	<p>Interior Designer: HNTB 10000 Northway Blvd Suite 100 Dallas, TX 75243 Phone: (972) 502-3627 jrbarn@architecture.com</p>	<p>MEP Engineer: HNTB 10000 Northway Blvd Suite 100 Dallas, TX 75243 Phone: (972) 502-3627 jrbarn@architecture.com</p>	<p>MEP Engineer: HNTB 10000 Northway Blvd Suite 100 Dallas, TX 75243 Phone: (972) 502-3627 jrbarn@architecture.com</p>

BUILDING X UNIT TABULATION						
UNIT	REQ	BATH	UNIT TYPE	SQ/FT (REQ)	NET SQ/FT	UNIT TOTAL
APT 101	1/1			520	520 SF	1
APT 102	1/1			520	520 SF	1
APT 103	2/2			1000	1000 SF	1
APT 104	2/2			1000	1000 SF	1
APT 105	3/2			1200	1200 SF	1
TOTAL						5

BUILDING Y UNIT TABULATION						
UNIT	REQ	BATH	UNIT TYPE	SQ/FT (REQ)	NET SQ/FT	UNIT TOTAL
APT 201	1/1			520	520 SF	1
APT 202	1/1			520	520 SF	1
APT 203	2/2			1000	1000 SF	1
APT 204	2/2			1000	1000 SF	1
APT 205	3/2			1200	1200 SF	1
TOTAL						5

BUILDING Z UNIT TABULATION						
UNIT	REQ	BATH	UNIT TYPE	SQ/FT (REQ)	NET SQ/FT	UNIT TOTAL
APT 301	1/1			520	520 SF	1
APT 302	1/1			520	520 SF	1
APT 303	2/2			1000	1000 SF	1
APT 304	2/2			1000	1000 SF	1
APT 305	3/2			1200	1200 SF	1
TOTAL						5

BUILDING X 34 UNIT TABULATION						
UNIT	REQ	BATH	UNIT TYPE	SQ/FT (REQ)	NET SQ/FT	UNIT TOTAL
APT 401	1/1			520	520 SF	1
APT 402	1/1			520	520 SF	1
APT 403	2/2			1000	1000 SF	1
APT 404	2/2			1000	1000 SF	1
APT 405	3/2			1200	1200 SF	1
TOTAL						5

BUILDING Y 35 UNIT TABULATION						
UNIT	REQ	BATH	UNIT TYPE	SQ/FT (REQ)	NET SQ/FT	UNIT TOTAL
APT 501	1/1			520	520 SF	1
APT 502	1/1			520	520 SF	1
APT 503	2/2			1000	1000 SF	1
APT 504	2/2			1000	1000 SF	1
APT 505	3/2			1200	1200 SF	1
TOTAL						5

BUILDING Z 32 UNIT TABULATION						
UNIT	REQ	BATH	UNIT TYPE	SQ/FT (REQ)	NET SQ/FT	UNIT TOTAL
APT 601	1/1			520	520 SF	1
APT 602	1/1			520	520 SF	1
APT 603	2/2			1000	1000 SF	1
APT 604	2/2			1000	1000 SF	1
APT 605	3/2			1200	1200 SF	1
TOTAL						5

<p>Architect: Architecture Builders Inc 10000 Northway Blvd Suite 100 Dallas, TX 75243 Phone: (972) 502-3627 jrbarn@architecture.com</p>	<p>Developer: DPHORSTON 10000 Northway Blvd Suite 100 Dallas, TX 75243 Phone: (972) 502-3627 jrbarn@architecture.com</p>	<p>Structural Engineer: HNTB 10000 Northway Blvd Suite 100 Dallas, TX 75243 Phone: (972) 502-3627 jrbarn@architecture.com</p>	<p>MEP Engineer: HNTB 10000 Northway Blvd Suite 100 Dallas, TX 75243 Phone: (972) 502-3627 jrbarn@architecture.com</p>
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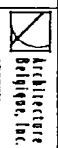
PROJECT NAME
 Project Address
 City, State

DEVELOPER
 PLANS

DATE
 March 23, 2022

Sheet No
 Cover Sheet

Sheet Number
 C



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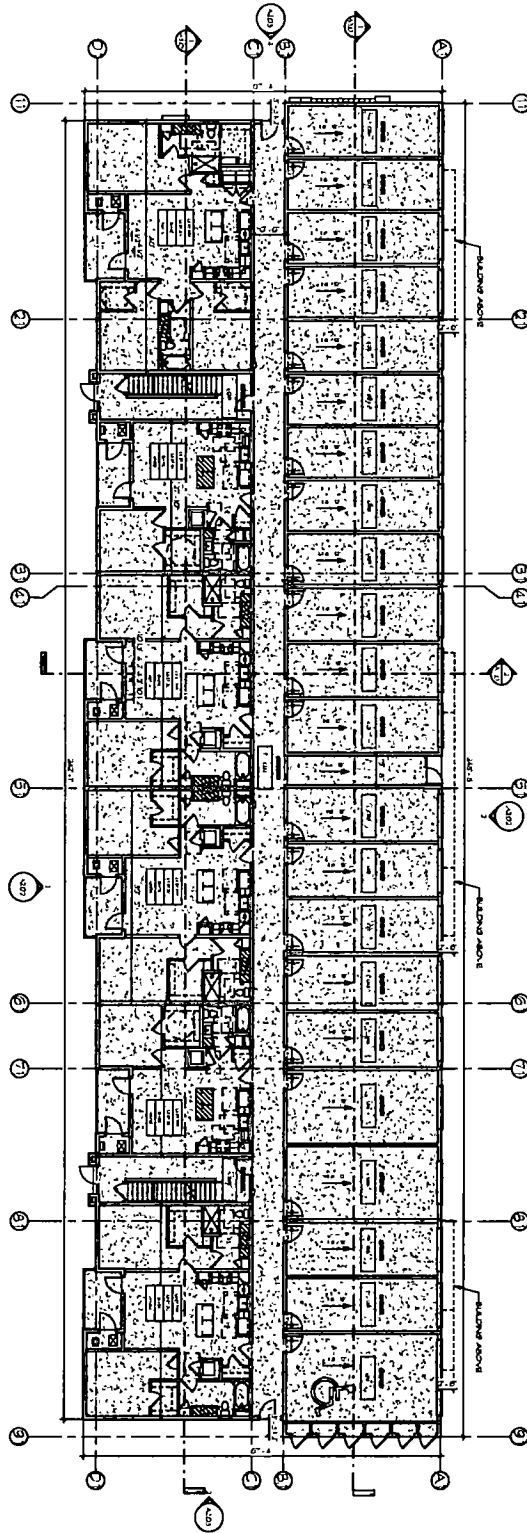
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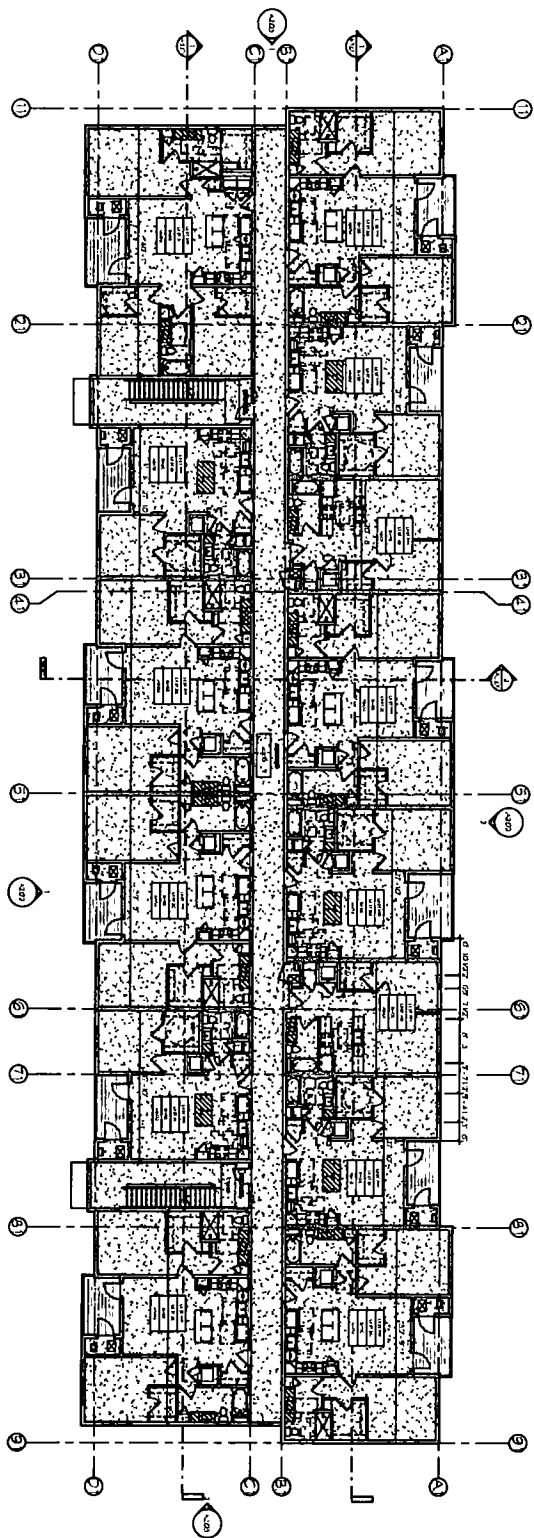
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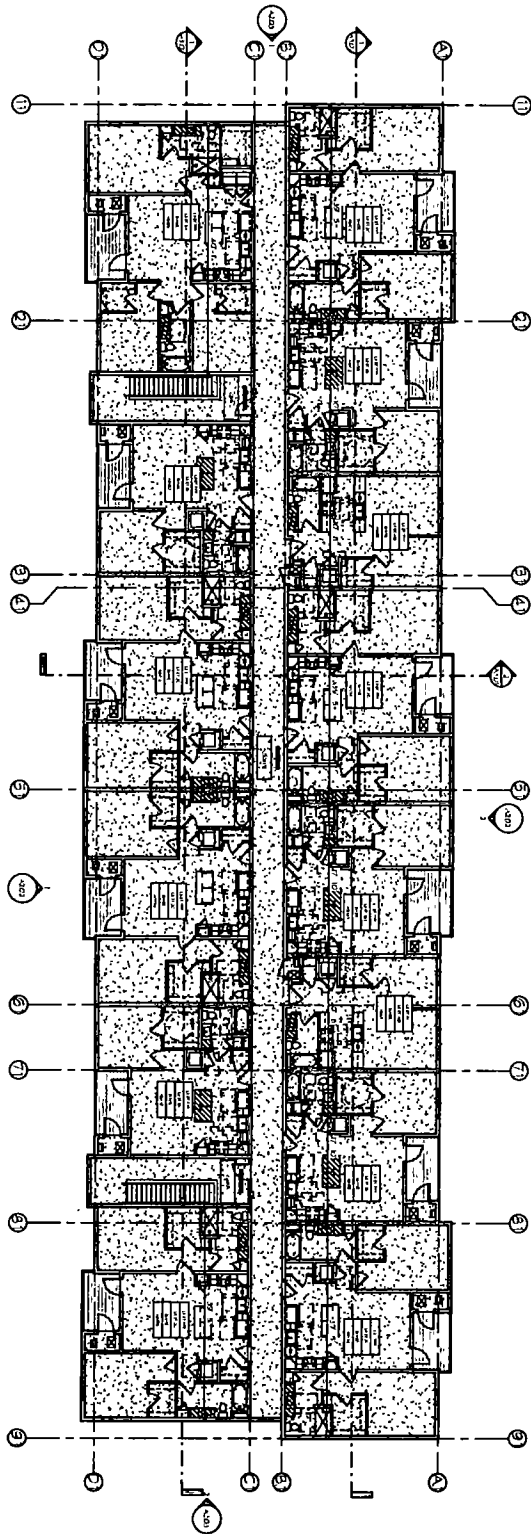
1 BUILDING X - LEVEL 1 FLOOR PLAN
A101 Scale: 3/32" = 1'-0"

Architect Designer, Inc. 1234 Main Street Anytown, USA (555) 123-4567		
PROJECT NAME Project Address City, State		
DEVELOPER PLANS		
DATE March 23, 2022		
PROJECT NUMBER A101		
OWNER Building X - Overall Floor Plan Level 1		
REVISIONS		
NO.	DESCRIPTION	DATE



1. BUILDING X - LEVEL 2 FLOOR PLAN
 A102 SCALE 3/32"=1'-0"

 Architect Bedford, Inc. 10413 7043 Kellen Road Irvine, CA 92618 949.453.2222 www.architectbedford.com	DATE: 03/23/2022 TIME: 10:00 AM DRAWN BY: J. Smith CHECKED BY: M. Jones SCALE: 3/32"=1'-0"	PROJECT NAME Project Address City, State	DEVELOPER PLANS	DESIGNER/ARCHITECT Architect Bedford, Inc. 7043 Kellen Road Irvine, CA 92618 949.453.2222 www.architectbedford.com	ENGINEER/ENGINEER Smith Engineering, Inc. 1234 Main Street City, State 12345 555.555.5555	CONTRACTOR Building Systems, Inc. 5678 Oak Drive City, State 67890 777.777.7777	SPECIALTY CONTRACTORS Electrical: ABC Electric Mechanical: XYZ HVAC Plumbing: DEF Plumbing Fire: GHI Fire Protection Security: JKL Security Systems Other: MNO Other Services	SHEET TITLE Building X - Overall Floor Plan Level 2 Sheet Number A102
	DATE: March 23, 2022 TIME: 10:00 AM DRAWN BY: J. Smith CHECKED BY: M. Jones SCALE: 3/32"=1'-0"	PROJECT NAME Project Address City, State	DEVELOPER PLANS	DESIGNER/ARCHITECT Architect Bedford, Inc. 7043 Kellen Road Irvine, CA 92618 949.453.2222 www.architectbedford.com	ENGINEER/ENGINEER Smith Engineering, Inc. 1234 Main Street City, State 12345 555.555.5555	CONTRACTOR Building Systems, Inc. 5678 Oak Drive City, State 67890 777.777.7777	SPECIALTY CONTRACTORS Electrical: ABC Electric Mechanical: XYZ HVAC Plumbing: DEF Plumbing Fire: GHI Fire Protection Security: JKL Security Systems Other: MNO Other Services	SHEET TITLE Building X - Overall Floor Plan Level 2 Sheet Number A102



1 BUILDING X - LEVEL 3 FLOOR PLAN
 SCALE: 3/32" = 1'-0"
 A.03



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 Redesign, Inc.
 7844 S. W. 11th Street
 Miami, FL 33155
 (305) 555-1111
 www.architectureredesign.com

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 Charles H. Hines
 CHAIRMAN

MANAGING PARTNER
 Robert A. Hines
 MANAGING PARTNER

REGISTERED ARCHITECTS
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 Robert Hines
 Robert Hines

REGISTERED ARCHITECTS
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REGISTERED ARCHITECTS
 Robert A. Hines
 Robert Hines
 Robert Hines

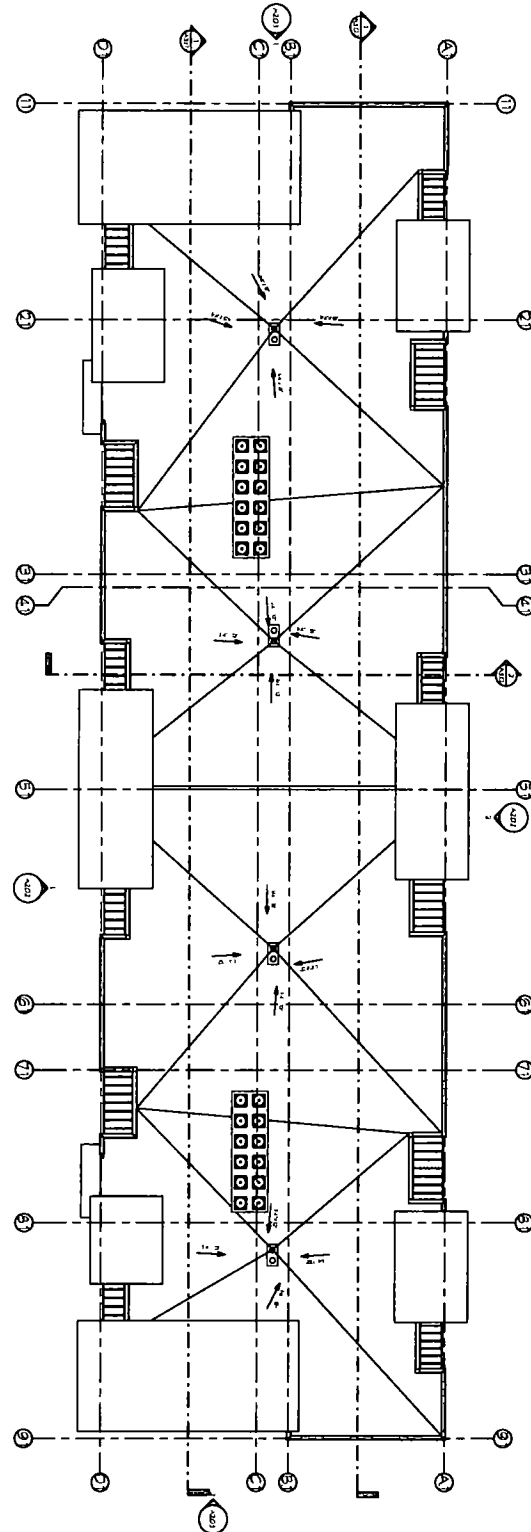
PROJECT NAME
 Project Address
 City, State

DATE
 March 23 2022

NO.	DESCRIPTION	DATE

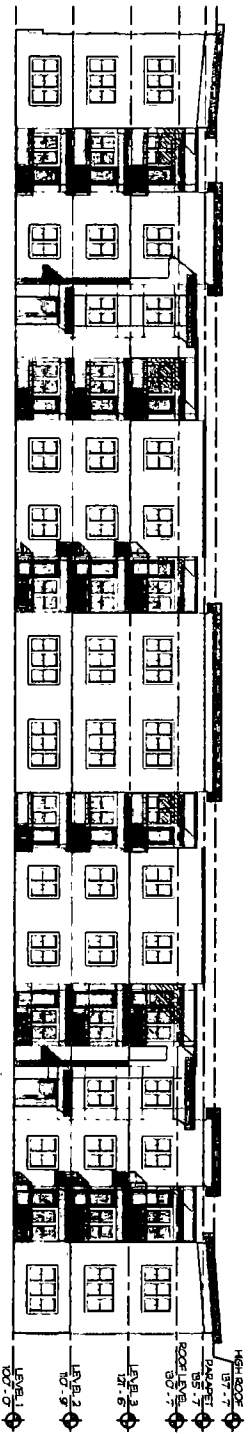
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 Building X - Overall
 Floor Plan Level 3

Sheet Number
 A.03

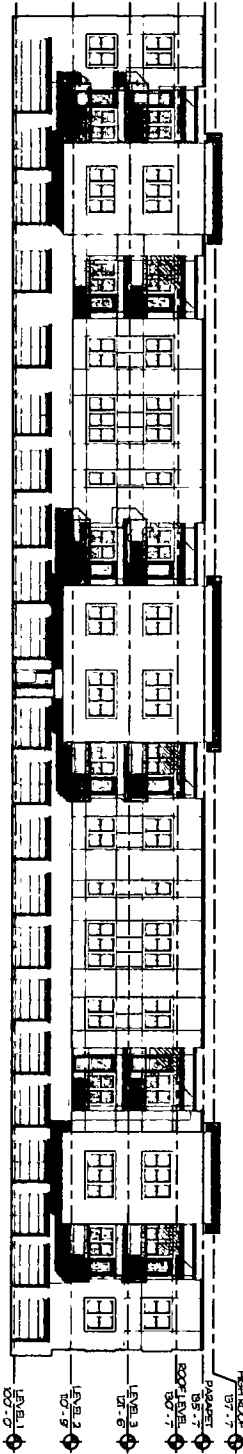


1 BUILDING X - ROOF PLAN
A104 SCALE 3/32"=1'-0"

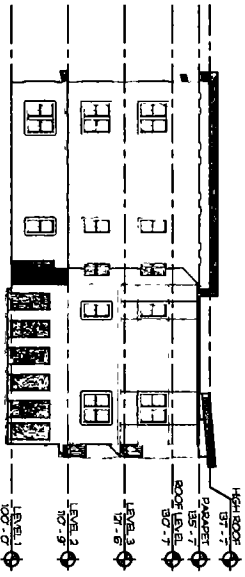
<p>Architect Belgique, Inc.</p> <p>7643... 1744... 1744... 1744...</p>	<p>DATE March 23, 2022</p>	<p>PROJECT NAME Project Address City, State</p>	<p>DEVELOPER PLANS</p>	<p>DATE March 23, 2022</p>	<p>Sheet Title Building X - Roof Plan</p>	<p>Sheet Number A104</p>
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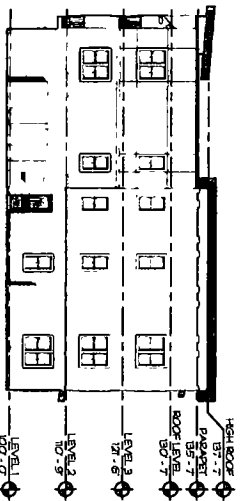
FRONT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



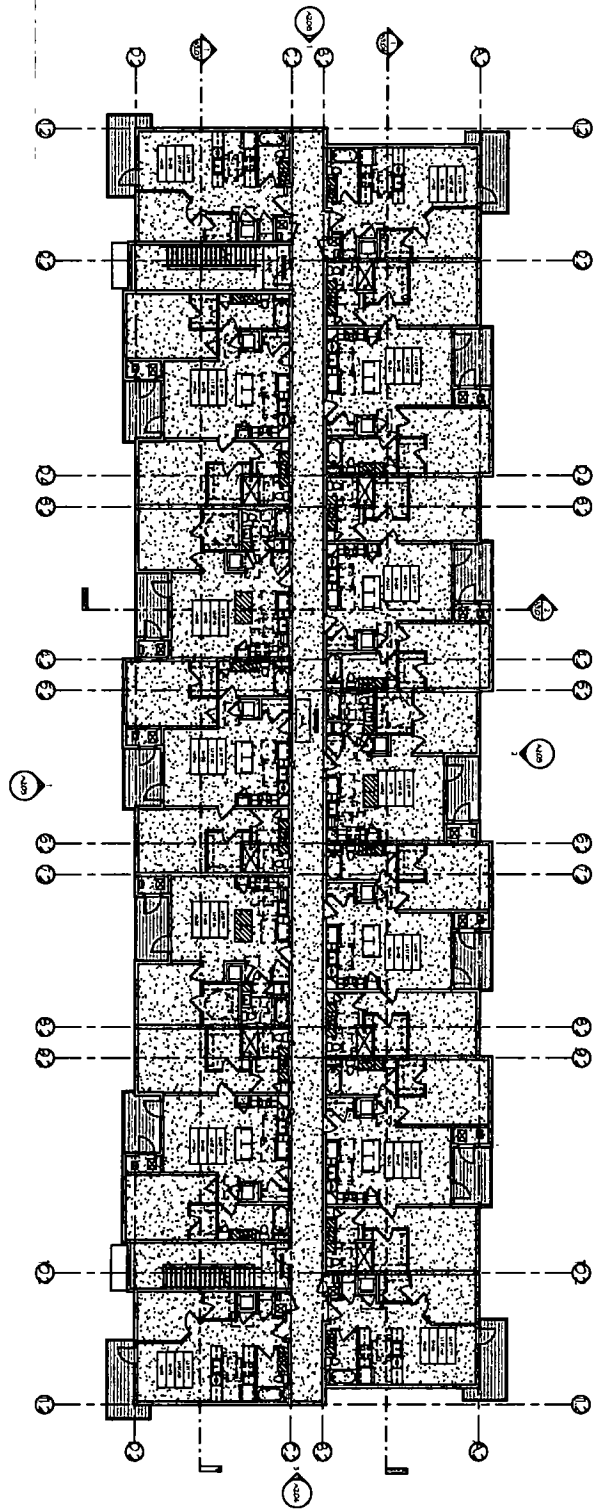
LEFT ELEVATION

MATERIAL LEGEND

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[Symbol]	VERTICAL FINISH

COLORS ARE FOR REFERENCE ONLY PLEASE SEE PRODUCT SPECS FOR EXACT COLORS

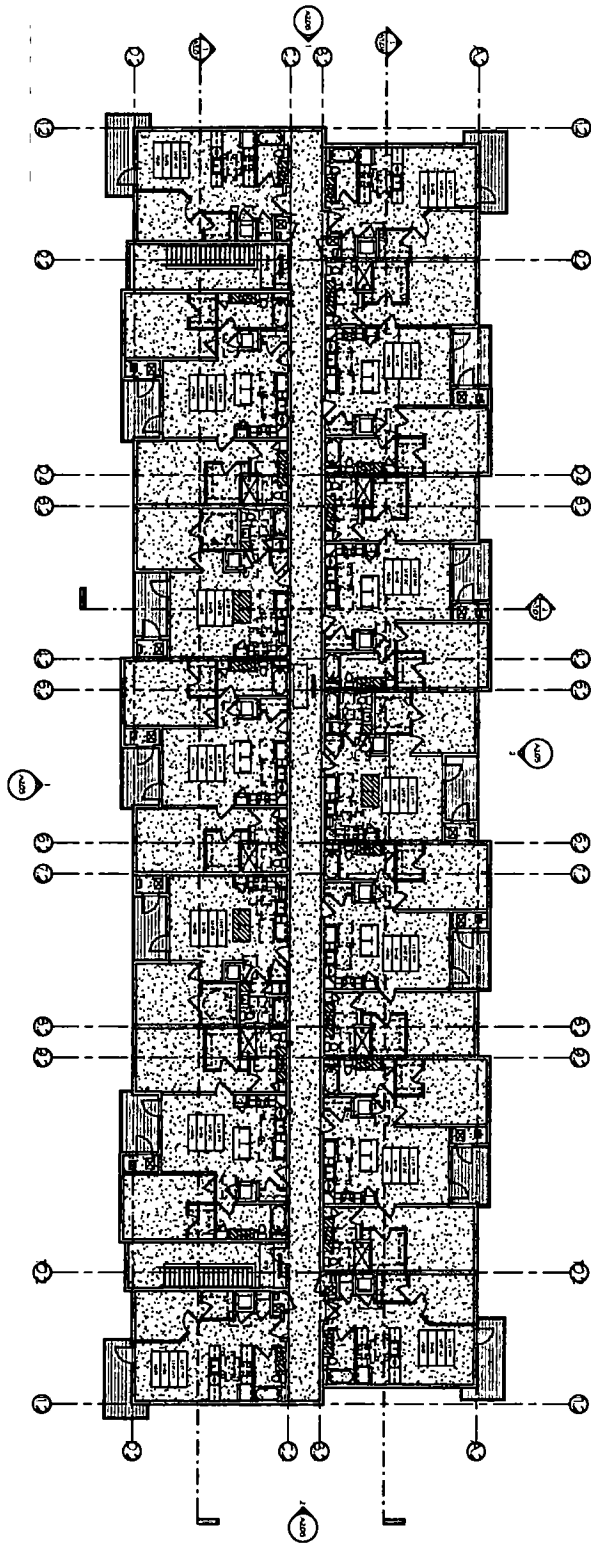
<p>Architects 7545 N. 19th Street, Suite 200 Phoenix, AZ 85020 Phone: (602) 998-1111 Fax: (602) 998-1112</p>	<p>DATE March 23, 2022</p>	<p>PROJECT NAME Project Address City, State</p>	<p>DEVELOPER PLANS</p>
	<p>OWNER Building X - Elevations</p>	<p>SCALE As Shown</p>	<p>DESIGNER City, State, Country</p>



BUILDING Y - LEVEL 2 FLOOR PLAN

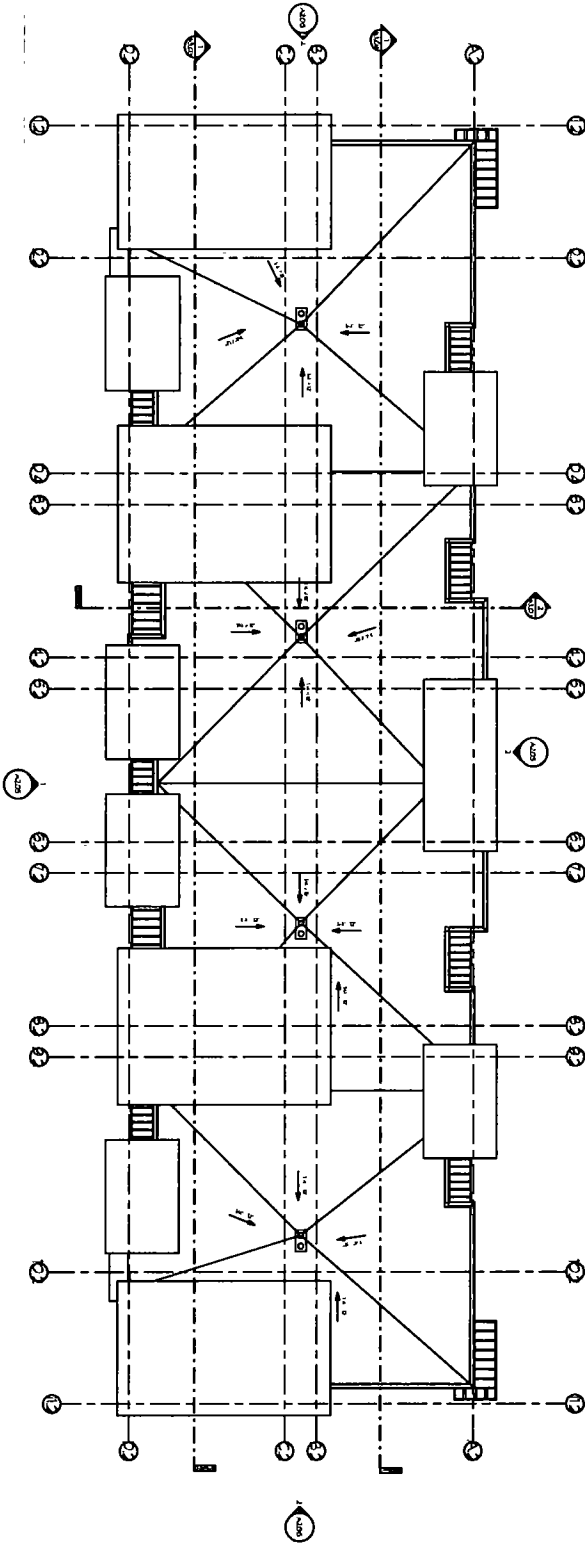
REV 3/23/20
A1,06

<p>Architect 3333 RIVERSIDE ROAD FARMERSVILLE, OHIO 43024 PH: 614.891.1100 WWW.AECOM.COM</p> <p>PROJECT MANAGER Karin H. McDevitt Senior Manager 614.891.1100 karin.mcdevitt@ecm.com</p> <p>DESIGN MANAGER Gregory J. Starnes Senior Manager 614.891.1100 greg.starnes@ecm.com</p> <p>PROJECT ARCHITECT James E. Starnes Senior Architect 614.891.1100 james.starnes@ecm.com</p> <p>PROJECT ENGINEER Jill M. Starnes Senior Engineer 614.891.1100 jill.starnes@ecm.com</p> <p>PROJECT DESIGNER Michael J. Starnes Senior Designer 614.891.1100 michael.starnes@ecm.com</p>	<p>Architect Belgium, Inc.</p>
	<p>DEVELOPER PLANS</p>
	<p>PROJECT NAME Project Address City, State</p>
<p>Date March 23, 2022</p>	<p>Sheet Title Building Y - Overall Floor Plan Level 2</p>
<p>Sheet Number A1,06</p>	



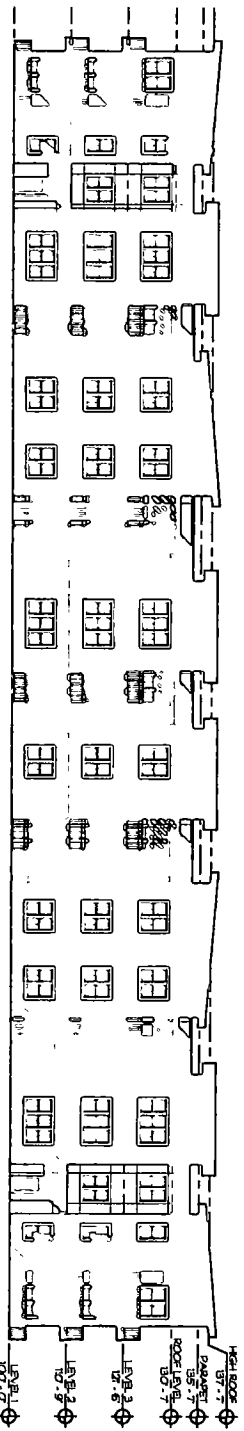
1
A1.07 BUILDING Y - LEVEL 3 FLOOR PLAN
SCALE 3/32"=1'-0"

<p>Architecture Religion, Inc. 1000 N. 10th Street, Suite 100 Phoenix, AZ 85004 Phone: 602.495.1000 Fax: 602.495.1001 Website: www.archreligion.com</p>	<p>PROJECT NAME Project Address City, State</p>	<p>DEVELOPER PLANS</p>	<p>DATE March 23, 2022</p>	<p>Sheet Number A1.07</p> <p>Building Y - Overall Floor Plan Level 3</p>
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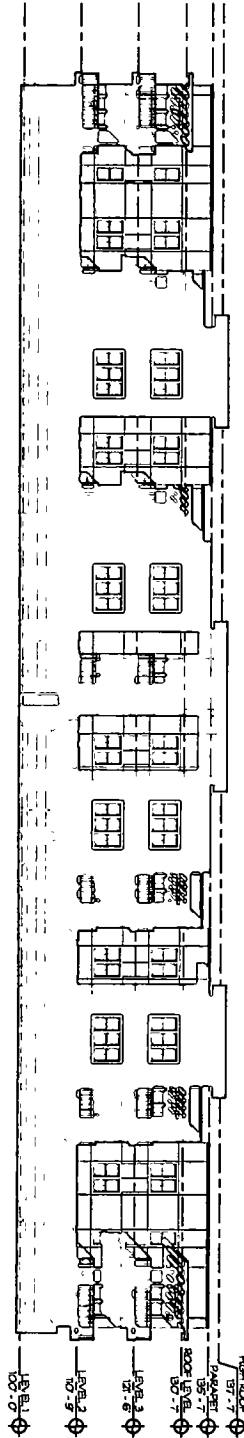


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 A108 BUILDING Y - ROOF PLAN
 SCALE 3/32"=1'-0"

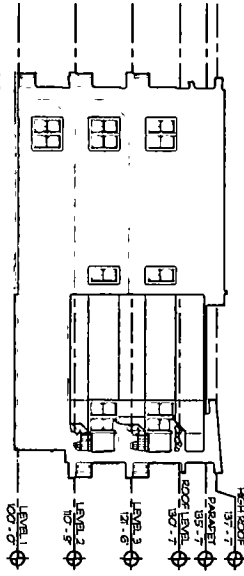
<p>Architect Seigneur, Inc. <small>2750 STATE ST.</small> <small>PHILADELPHIA, PA 19104</small> <small>TEL: 215.575.1000</small> <small>FAX: 215.575.1001</small> <small>WWW.SEIGNOUR.COM</small></p>	<p>Principal Architect <small>PA</small> Chris Seigneur <small>PA</small> Andrew J. Calkins <small>PA</small> John J. D'Amico <small>PA</small> Michael J. D'Amico <small>PA</small> Robert J. D'Amico</p>	<p>Principal Engineer <small>PE</small> Christopher J. Calkins <small>PE</small> John J. D'Amico <small>PE</small> Michael J. D'Amico <small>PE</small> Robert J. D'Amico</p>	<p>Professional Engineer <small>PE</small> Christopher J. Calkins <small>PE</small> John J. D'Amico <small>PE</small> Michael J. D'Amico <small>PE</small> Robert J. D'Amico</p>	<p>Professional Engineer <small>PE</small> Christopher J. Calkins <small>PE</small> John J. D'Amico <small>PE</small> Michael J. D'Amico <small>PE</small> Robert J. D'Amico</p>	<p>Professional Engineer <small>PE</small> Christopher J. Calkins <small>PE</small> John J. D'Amico <small>PE</small> Michael J. D'Amico <small>PE</small> Robert J. D'Amico</p>	<p>Professional Engineer <small>PE</small> Christopher J. Calkins <small>PE</small> John J. D'Amico <small>PE</small> Michael J. D'Amico <small>PE</small> Robert J. D'Amico</p>	<p>Professional Engineer <small>PE</small> Christopher J. Calkins <small>PE</small> John J. D'Amico <small>PE</small> Michael J. D'Amico <small>PE</small> Robert J. D'Amico</p>	<p>Professional Engineer <small>PE</small> Christopher J. Calkins <small>PE</small> John J. D'Amico <small>PE</small> Michael J. D'Amico <small>PE</small> Robert J. D'Amico</p>	<p>Professional Engineer <small>PE</small> Christopher J. Calkins <small>PE</small> John J. D'Amico <small>PE</small> Michael J. D'Amico <small>PE</small> Robert J. D'Amico</p>	<p>Professional Engineer <small>PE</small> Christopher J. Calkins <small>PE</small> John J. D'Amico <small>PE</small> Michael J. D'Amico <small>PE</small> Robert J. D'Amico</p>	<p>Professional Engineer <small>PE</small> Christopher J. Calkins <small>PE</small> John J. D'Amico <small>PE</small> Michael J. D'Amico <small>PE</small> Robert J. D'Amico</p>	<p>Professional Engineer <small>PE</small> Christopher J. Calkins <small>PE</small> John J. D'Amico <small>PE</small> Michael J. D'Amico <small>PE</small> Robert J. D'Amico</p>	<p>Professional Engineer <small>PE</small> Christopher J. Calkins <small>PE</small> John J. D'Amico <small>PE</small> Michael J. D'Amico <small>PE</small> Robert J. D'Amico</p>	<p>Professional Engineer <small>PE</small> Christopher J. Calkins <small>PE</small> John J. D'Amico <small>PE</small> Michael J. D'Amico <small>PE</small> Robert J. D'Amico</p>	<p>Professional Engineer <small>PE</small> Christopher J. Calkins <small>PE</small> John J. D'Amico <small>PE</small> Michael J. D'Amico <small>PE</small> Robert J. D'Amico</p>	<p>Professional Engineer <small>PE</small> Christopher J. Calkins <small>PE</small> John J. D'Amico <small>PE</small> Michael J. D'Amico <small>PE</small> Robert J. D'Amico</p>	<p>Professional Engineer <small>PE</small> Christopher J. Calkins <small>PE</small> John J. D'Amico <small>PE</small> Michael J. D'Amico <small>PE</small> Robert J. D'Amico</p>
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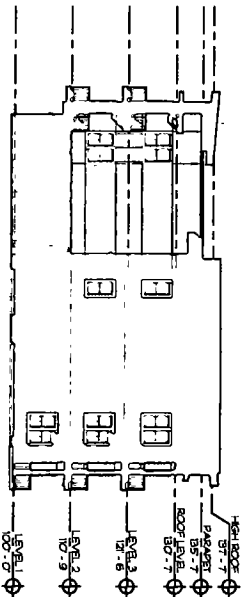
FRONT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



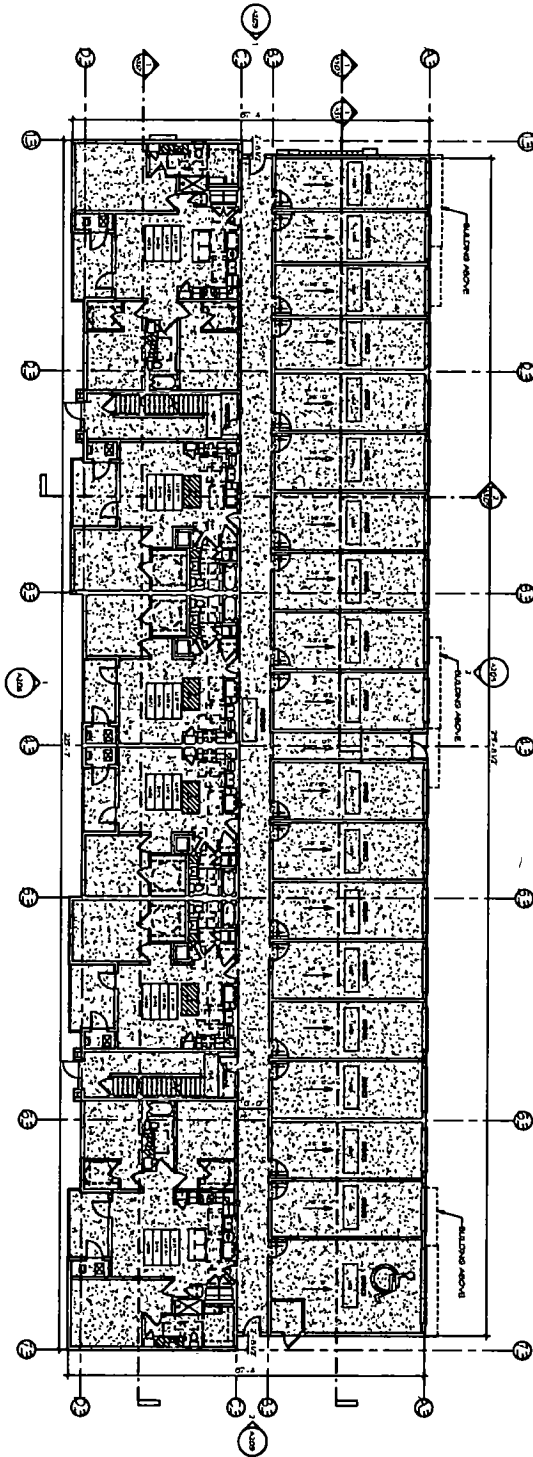
LEFT ELEVATION

MATERIAL LEGEND

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[Symbol]	ROOFING
[Symbol]	VEGETATION

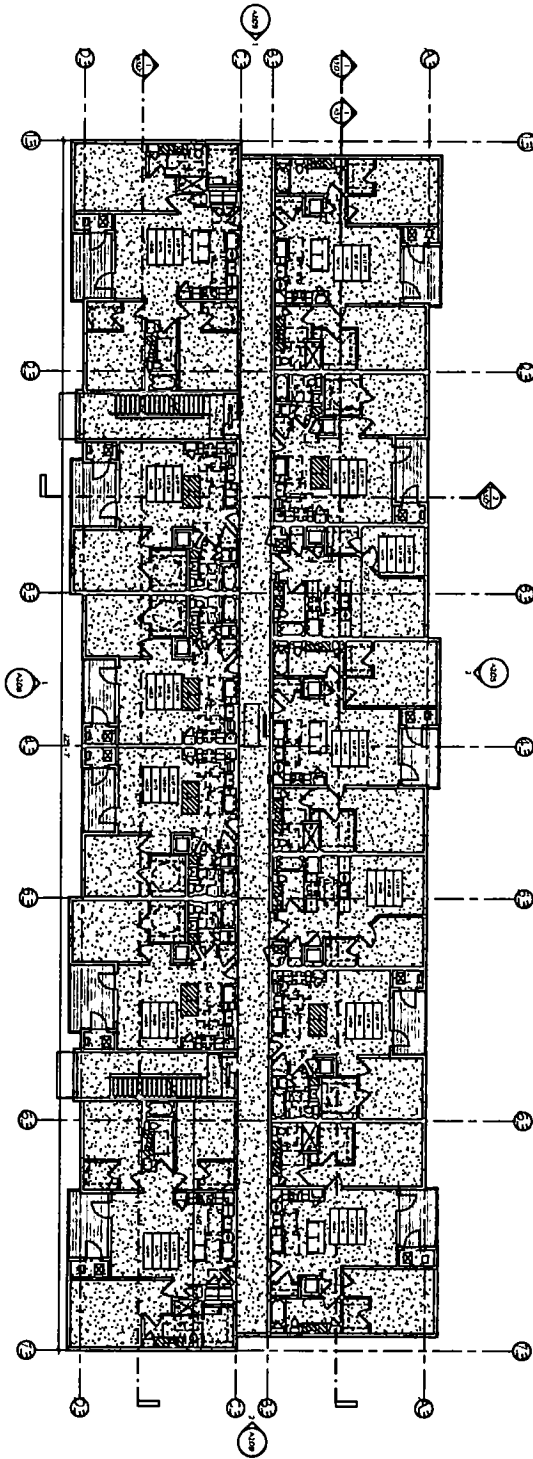
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<p>Architect Belgique, Inc.</p> <p>1000 BELLEVILLE AVENUE SUITE 1000 NEWTON, MASSACHUSETTS 02459 TEL: 617.552.1234 WWW.BELGIE.COM</p>	<p>DATE: March 23, 2022</p> <p>PROJECT NAME: Project Address City, State</p>	<p>DEVELOPER PLANS</p>	<p>UNDESIGNED/UNBUILT</p> <p>Copyright © 2022 Belgique, Inc. All Rights Reserved.</p>	<p>THIS DRAWING IS THE PROPERTY OF BELGIE, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF BELGIE, INC.</p>	<p>PROJECT LOCATION: [Address]</p> <p>OWNER: [Name]</p> <p>DESIGNED BY: [Name]</p> <p>DRAWN BY: [Name]</p>	<p>Sheet Title</p>	<p>Sheet Number</p>
						<p>A2.04</p>	<p>Building Y - Elevations</p>



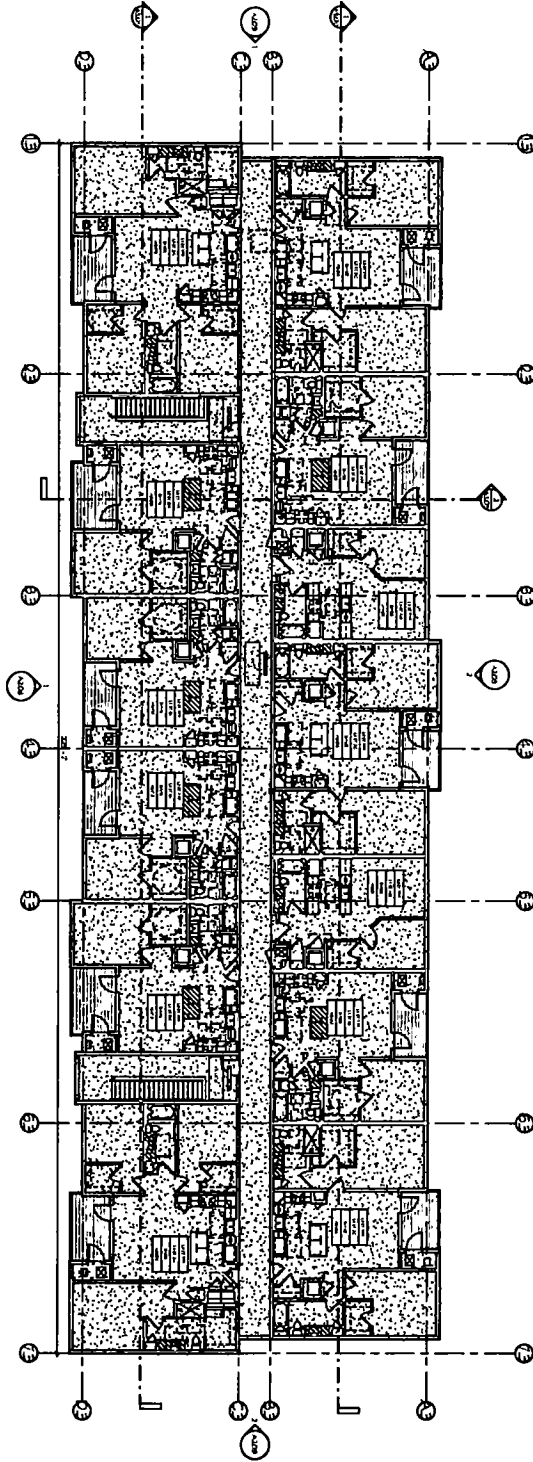
1 BUILDING Z - LEVEL 1 FLOOR PLAN
 A1.09 Scale 3/27+1/2

Sheet Title Building Z - Overall Floor Plan Level 1 Sheet Number A1.09	Date March 23, 2022	PROJECT NAME Project Address City, State	DEVELOPER PLANS	ARCHITECT Architecture Podgiger, Inc. 11455 E. 16th Avenue Suite 1000 Denver, CO 80231 Phone: 303.755.1111 Fax: 303.755.1112 Email: info@podgiger.com Website: www.podgiger.com	ENGINEER Structural Engineering City of Denver License No. 100000000000000	REGISTERED PROFESSIONAL ENGINEER Mechanical Engineering License No. 100000000000000	REGISTERED PROFESSIONAL ENGINEER Electrical Engineering License No. 100000000000000	REGISTERED PROFESSIONAL ENGINEER Civil Engineering License No. 100000000000000	REGISTERED PROFESSIONAL ENGINEER Fire Protection Engineering License No. 100000000000000	REGISTERED PROFESSIONAL ENGINEER Environmental Engineering License No. 100000000000000
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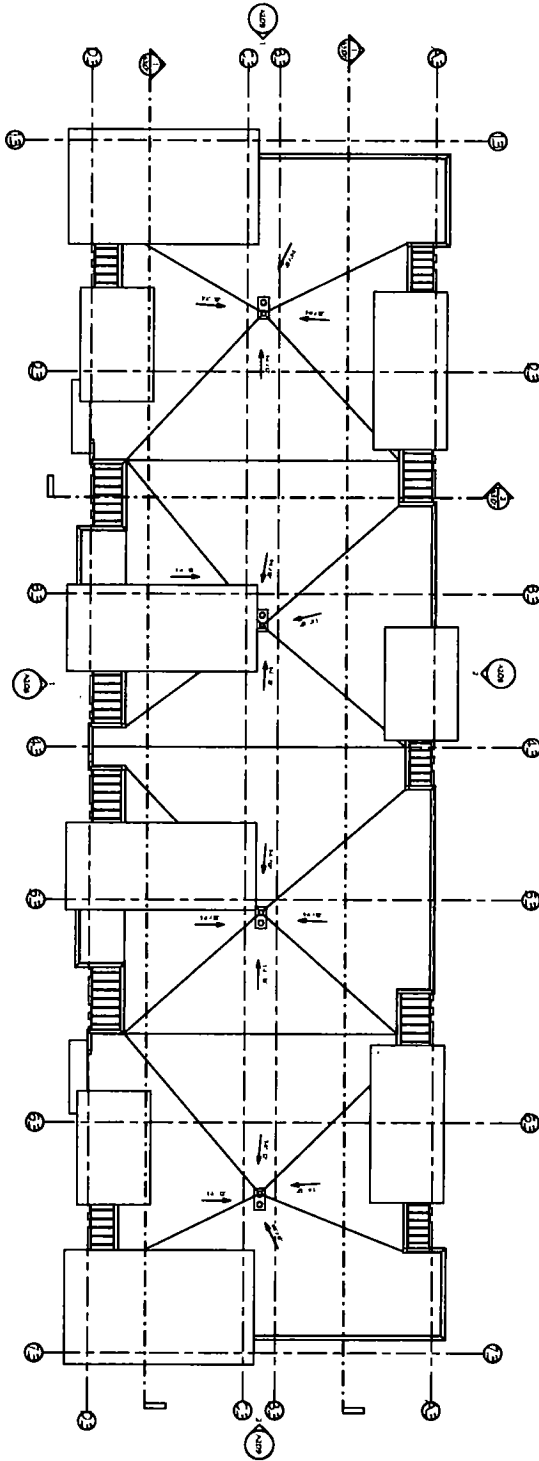
1 BUILDING Z - LEVEL 2 FLOOR PLAN
 A110 Rev. 3/27/10

Architectural Solutions, Inc.	PROJECT NAME Project Address City, State
	DEVELOPER PLANS
DATE: 03/23/2022 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT NO: [Number]	DATE: March 23, 2022
SHEET NO: A110 SHEET TITLE: Building Z - Overall Floor Plan Level 2	SHEET NUMBER: A110



1 BUILDING Z - LEVEL 3 FLOOR PLAN
 A111 SCALE 3/32" = 1'-0"

 Architecture Bellogne, Inc. 4545 W. 10th St. Tulsa, OK 74119 (918) 438-1100 www.bellogne.com	DATE March 25, 2022	PROJECT NAME Project Address City, State	DEVELOPER PLANS	DESIGNED BY [Name]	CHECKED BY [Name]	DATE [Date]	NO. [Number]	REV. [Number]
	REVISIONS [Table with 3 columns: No., Description, Date]	SCALE Building Z - Overall Floor Plan Level 3 A111						



1 BUILDING Z - ROOF PLAN
SCALE 3/32" = 1'-0"

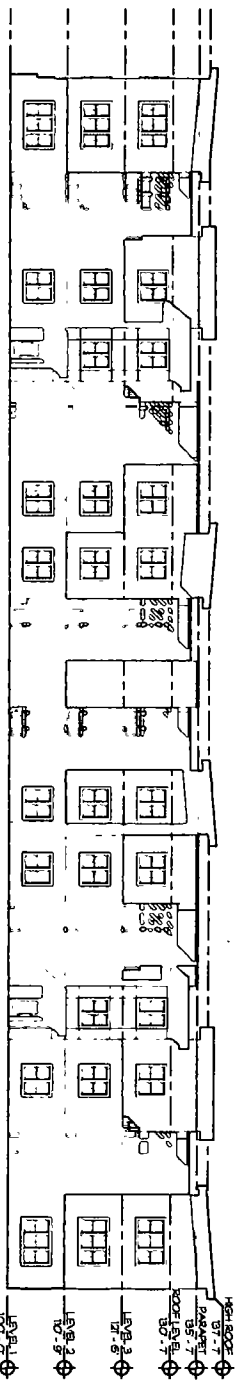
<p>Architecture Design, Inc.</p>	<p>REGISTERED ARCHITECTS 7000 W. CENTRAL EXPRESSWAY SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 WWW.ARCHITECTUREDESIGN.COM</p>	<p>REGISTERED PROFESSIONAL ENGINEERS 1400 N. WASHINGTON STREET SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 WWW.ARCHITECTUREDESIGN.COM</p>	<p>REGISTERED PROFESSIONAL ENGINEERS 1400 N. WASHINGTON STREET SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 WWW.ARCHITECTUREDESIGN.COM</p>	<p>REGISTERED PROFESSIONAL ENGINEERS 1400 N. WASHINGTON STREET SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 WWW.ARCHITECTUREDESIGN.COM</p>	<p>REGISTERED PROFESSIONAL ENGINEERS 1400 N. WASHINGTON STREET SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 WWW.ARCHITECTUREDESIGN.COM</p>	<p>REGISTERED PROFESSIONAL ENGINEERS 1400 N. WASHINGTON STREET SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 WWW.ARCHITECTUREDESIGN.COM</p>	<p>REGISTERED PROFESSIONAL ENGINEERS 1400 N. WASHINGTON STREET SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 WWW.ARCHITECTUREDESIGN.COM</p>	<p>REGISTERED PROFESSIONAL ENGINEERS 1400 N. WASHINGTON STREET SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 WWW.ARCHITECTUREDESIGN.COM</p>	<p>REGISTERED PROFESSIONAL ENGINEERS 1400 N. WASHINGTON STREET SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 WWW.ARCHITECTUREDESIGN.COM</p>	<p>REGISTERED PROFESSIONAL ENGINEERS 1400 N. WASHINGTON STREET SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 WWW.ARCHITECTUREDESIGN.COM</p>	<p>REGISTERED PROFESSIONAL ENGINEERS 1400 N. WASHINGTON STREET SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 WWW.ARCHITECTUREDESIGN.COM</p>	<p>REGISTERED PROFESSIONAL ENGINEERS 1400 N. WASHINGTON STREET SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 WWW.ARCHITECTUREDESIGN.COM</p>	<p>REGISTERED PROFESSIONAL ENGINEERS 1400 N. WASHINGTON STREET SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 WWW.ARCHITECTUREDESIGN.COM</p>	<p>REGISTERED PROFESSIONAL ENGINEERS 1400 N. WASHINGTON STREET SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 WWW.ARCHITECTUREDESIGN.COM</p>	<p>REGISTERED PROFESSIONAL ENGINEERS 1400 N. WASHINGTON STREET SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 WWW.ARCHITECTUREDESIGN.COM</p>	<p>Sheet Number A112</p>
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PROJECT NAME
Project Address
City, State

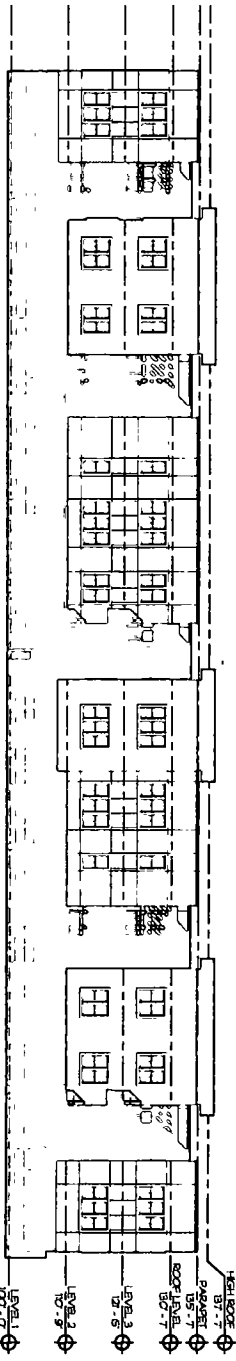
DEVELOPER
PLANS

Date
March 23, 2022

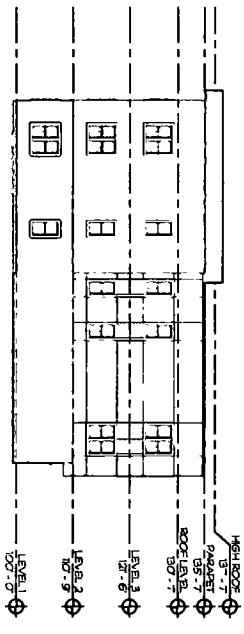
Sheet Title
Building Z - Roof
Plan



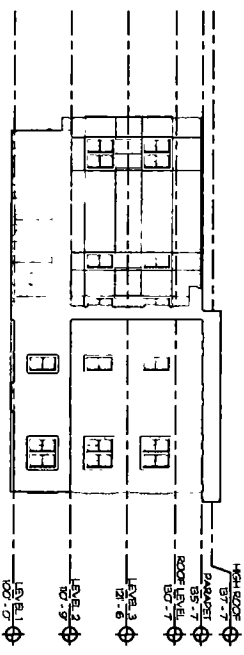
FRONT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



LEFT ELEVATION

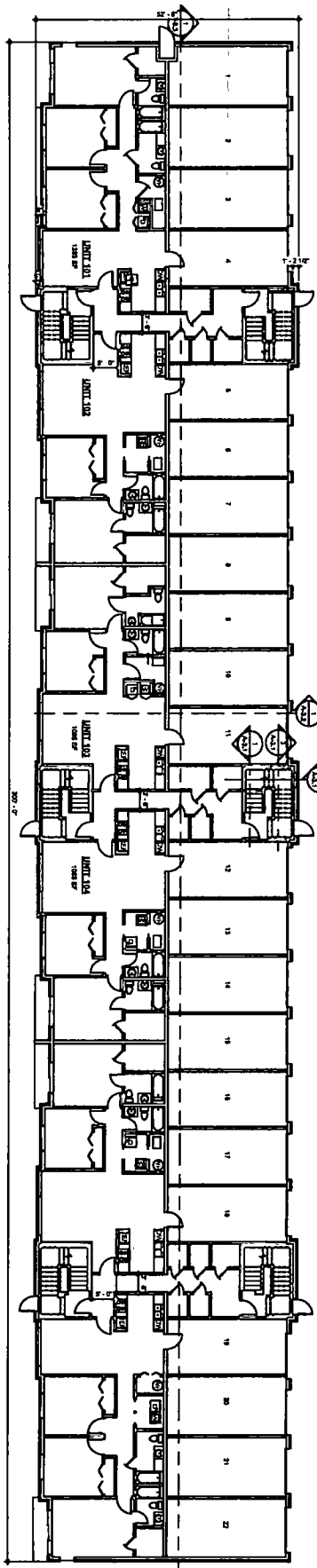
MATERIAL LEGEND

	BRICK
	HORIZONTAL GRAND LIME
	VERTICAL LIME

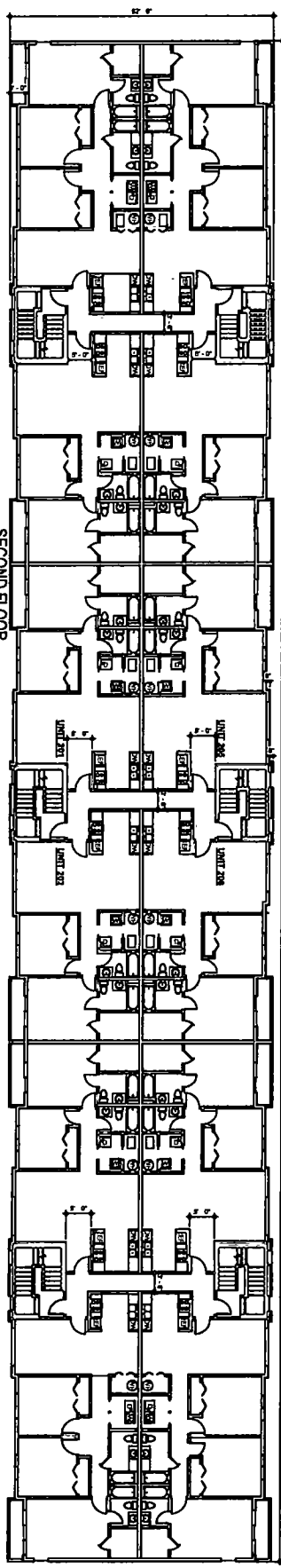
CALLING ARE FOR RESONANCE ONLY IN CASE SEE PROJECT SPECS FOR EXACT COLORS.

 Architectural Intelligence, Inc. 3845 SW 10th Street, Suite 200 Fort Lauderdale, FL 33309 Phone: 954.574.8427 Fax: 954.574.8428 Email: info@ai-intel.com Website: www.ai-intel.com	PROJECT NAME Project Address City, State
	DEVELOPER PLANS
DATE March 23, 2022	SHEET NO. A2.07

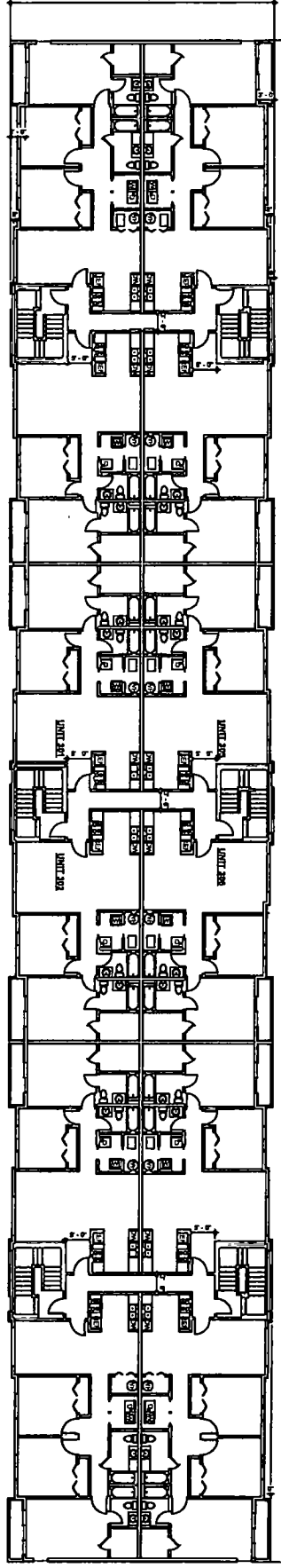
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MAIN FLOOR
SCALE 1" = 10'-0"



SECOND FLOOR
SCALE 1" = 10'-0"

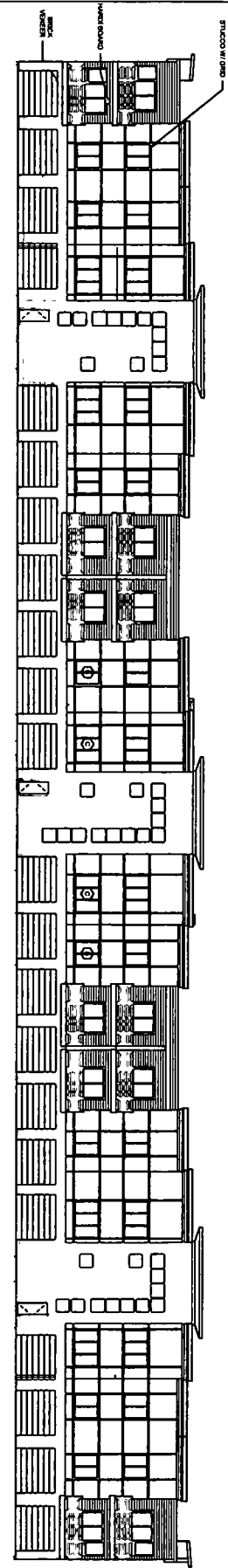


THIRD FLOOR
SCALE 1" = 10'-0"

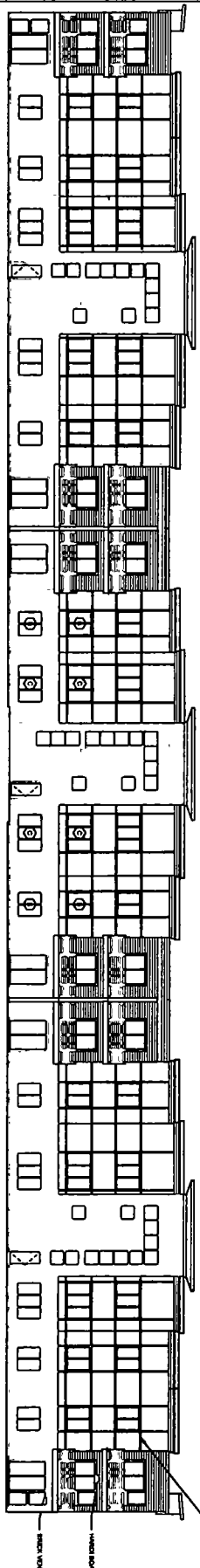
- SEE SHEET A-1 FOR ROOM SCHEDULE
- SEE SHEET A-1 FOR WINDOW SCHEDULE
- SEE SHEET A-4 FOR WALL TYPE DETAILS

SHEET NO. A-1.1 DATE MAY 13, 2024	A NEW 30 PLEX AT MODERA (3 BEDROOM UNITS AT ENDS) 1200 W 8000 S SPANISH FORK, UT	PRELIMINARY NOT FOR CONSTRUCTION	ARCHITECTURAL COALITION 99 South State Road Suite 100, Salt Lake City, UT 84143 361-491-0275	REVISIONS 1 2 3
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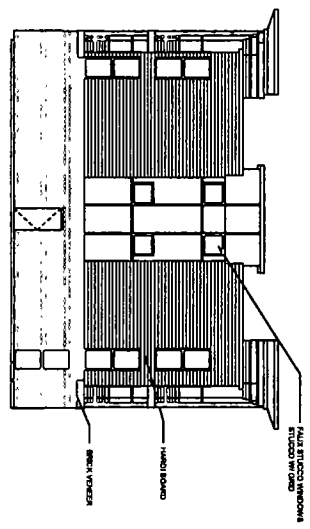
12/20/2023 10:16:02 AMK\Drawings 2022\2022-020 New Modera\MOCEMA - 30 PLEX (3 BJKMS) Y11 city comments.rvt



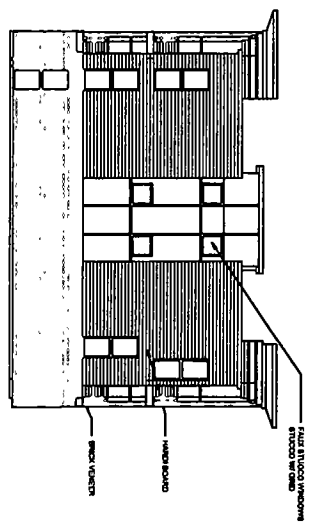
NORTH ELEVATION
SCALE 1" = 10'-0"



SOUTH ELEVATION
SCALE 1" = 10'-0"



WEST ELEVATION
SCALE 1/8" = 1'-0"

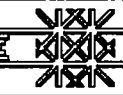


EAST ELEVATION
SCALE 1/8" = 1'-0"

DATE
A-2.1

A NEW 30 PLEX AT MODERA
(3 BEDROOM UNITS AT ENDS)
1200 W 8000 S SPANISH FORK, UT

PRELIMINARY
CONSTRUCTION



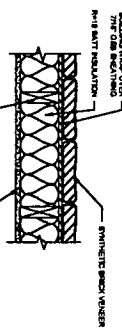
ARCHITECTURAL COALITION

99 South 500 West Salt Lake City, UT 84653 313.461.491-492-6275

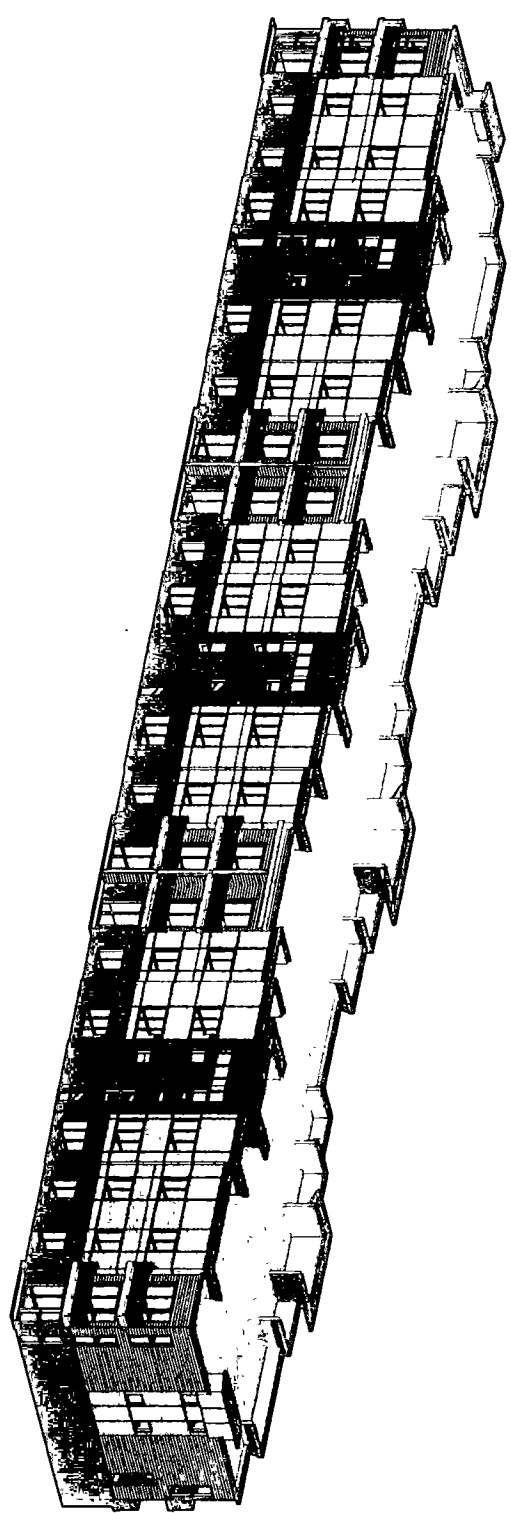
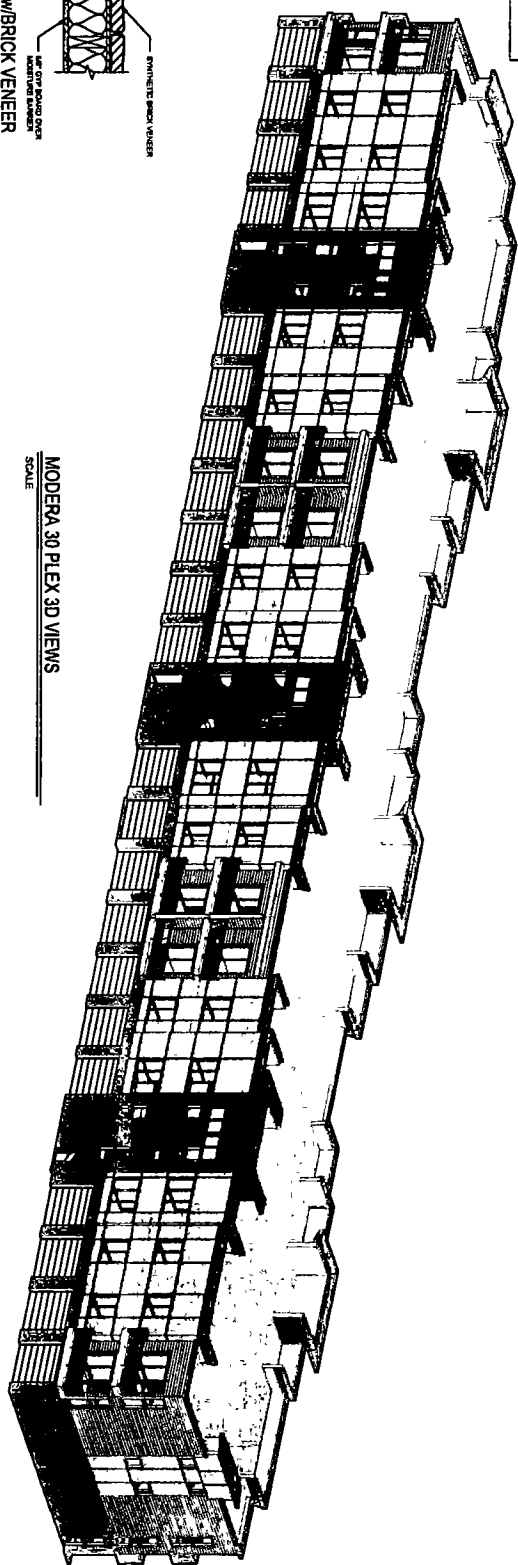
REVISIONS
DATE

12/20/2023 10:16:20 AMK:\Drawings\2022\2022-020 New Modera\MOLENA - 30 PLEX + 3 BJKMS) YII city comments.rvt

1 EXTERIOR 2x6 WALL W/BRICK VENER
SCALE 1/2" = 1'-0"



MATERIAL LEGEND	
[Color swatch]	BRICK VENER BURBANK (S.W. 8310)
[Color swatch]	4" STUCCO GRID MORTAR (S.W. 9580)
[Color swatch]	HARDIE BOARD & ASPHTE GUILD GREY (S.W. 9581)
[Color swatch]	PARAPET TRIM CHARCOAL (S.W. 3083)
[Color swatch]	WINDOW TRIM CHARCOAL SILVER (S.W. 782)
[Color swatch]	2" STUCCO TRANSITION & BALCONY FASCIA SILVERPLATE (S.W. 778)

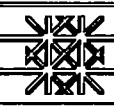


MODERA 30 PLEX 3D VIEWS
SCALE

SHEET NO.
A-2.5
DATE
FABR 11/23

A NEW 30 PLEX AT MODERA
(3 BEDROOM UNITS AT ENDS)
1200 W 8000 S SPANISH FORK, UT

PRELIMINARY
NOT FOR
CONSTRUCTION



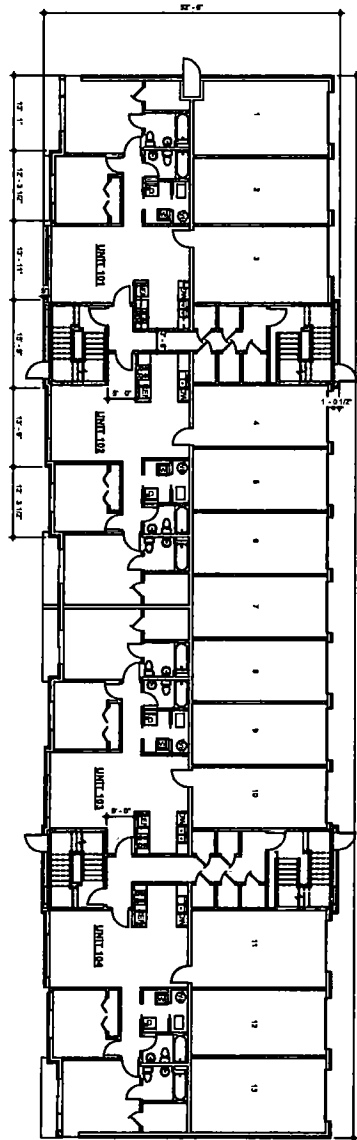
ARCHITECTURAL COALITION

99' So Ut Sta e Road Sur ignalls, UT 84653 901-491-0275

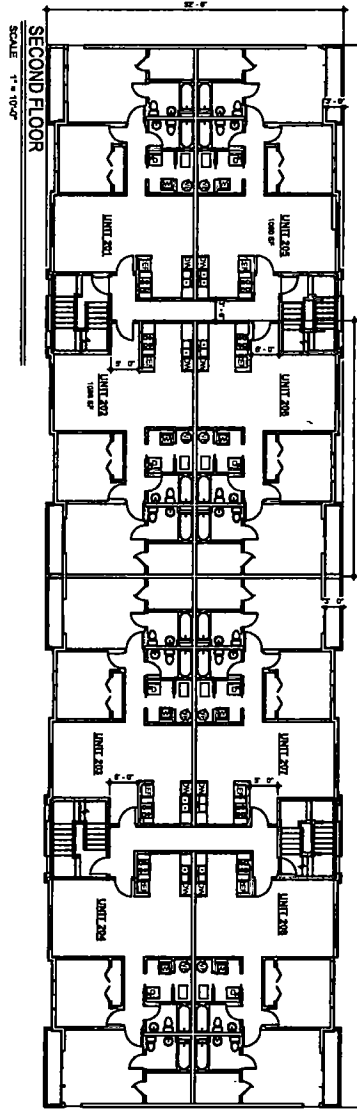
REVISIONS
DATE

12/28/2023 8:48:13 AM K:\Drawings 2022\2022-02J New Modera\MODEKA - 2s P.CX adjusted 2 YLR.v

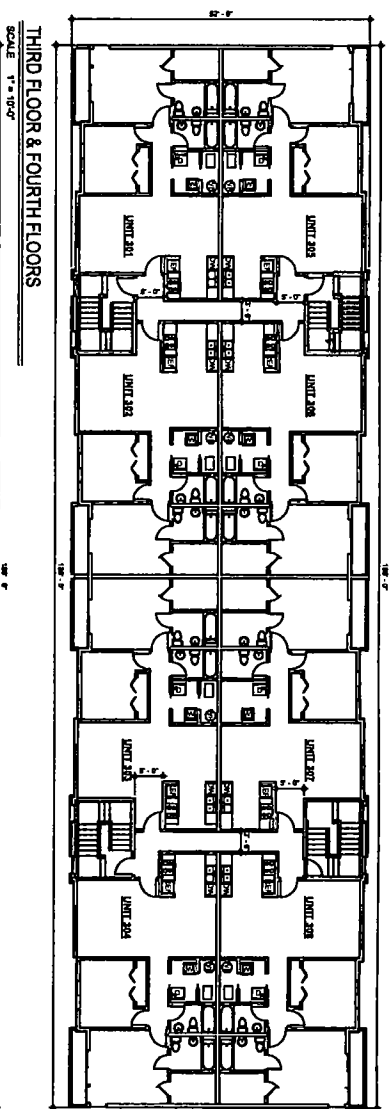
MAIN FLOOR
SCALE 1" = 10'-0"



SECOND FLOOR
SCALE 1" = 10'-0"



THIRD FLOOR & FOURTH FLOORS
SCALE 1" = 10'-0"



- SEE SHEET A-1 FOR ROOM SCHEDULE
- SEE SHEET A-1 FOR WINDOW SCHEDULE
- SEE SHEET A-1 FOR WALL TYPE DETAILS

SHEET NO. A-1.1
DATE

A NEW 28 PLEX AT MODERA
(ALL 2 BEDROOM UNITS)
1200 W 8000 S SPANISH FORK, UT

PRELIMINARY
NOT FOR CONSTRUCTION

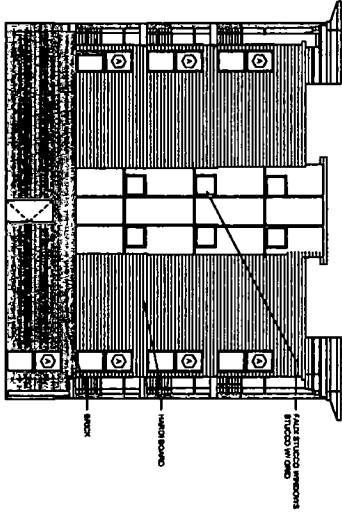


ARCHITECTURAL COALITION
98' South State Road Salt Lake, UT 84633 P: 801-491-0275

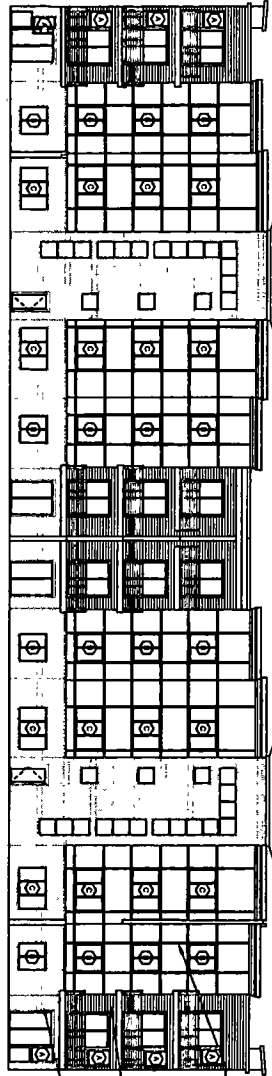
REVISIONS
DATE

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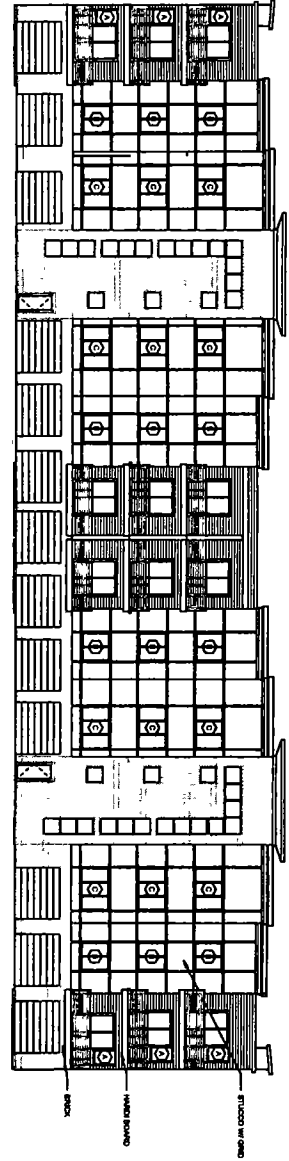
WEST ELEVATION
SCALE: 1/8" = 1'-0"



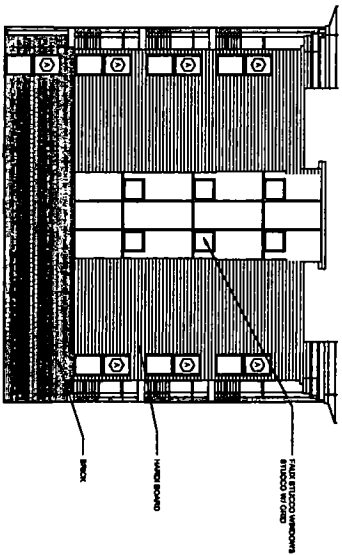
SOUTH ELEVATION
SCALE: 1" = 10'-0"



NORTH ELEVATION
SCALE: 1" = 10'-0"









EAST ELEVATION
SCALE: 1/8" = 1'-0"

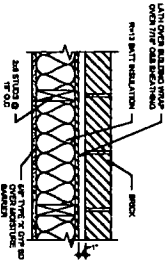


SHEET NO. A-2.1 DATE 12/28/23	A NEW 28 PLEX AT MODERA (ALL 2 BEDROOM UNITS) 1200 W 6000 S SPANISH FORK, UT	PRELIMINARY NOT FOR CONSTRUCTION	ARCHITECTURAL COALITION 95' So 1st St & 1st St S, Salt Lake, UT 84653 P: 801-491-6275	REVISIONS DATE
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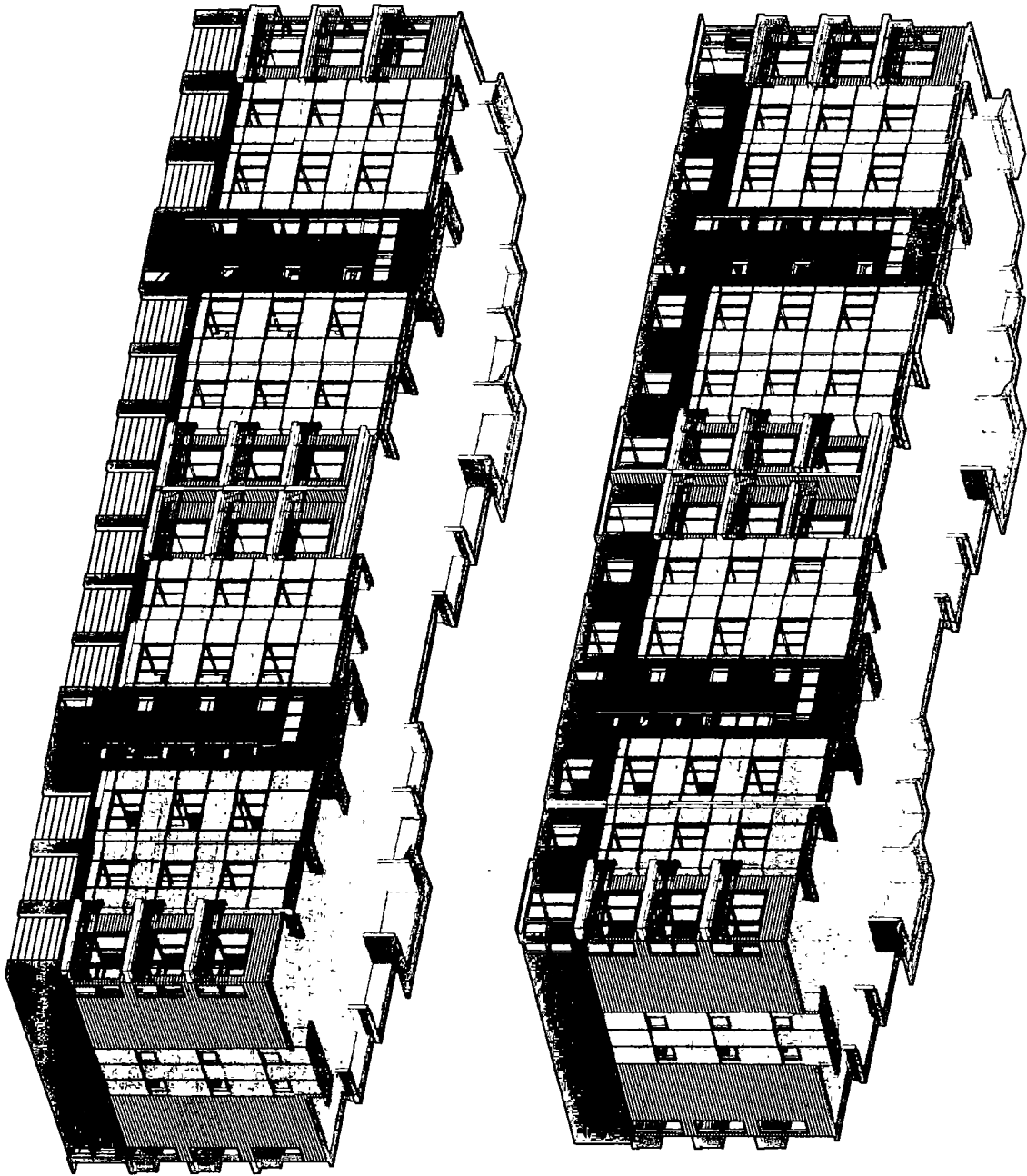
12/20/2023 8:40:33 AM K:\Drawings 2022\2022-02J New Modera\MODERA - 23 PLEX adjusted 2 Y11.rvt


MATERIAL LEGEND	
	BRICK BURKMAN/ (S.W. 8310)
	4x4 STUCCO GRID MORTAR (S.W. 9580)
	HARDIE BOARD & ASPHING GAULT GREY (S.W. 8961)
	PARQUET TILE CHANDLER (S.W. 3083)
	HERRINGBONE TILE MONOPOL SILVER (S.W. 7833)
	7" STUCCO TRANSITION & BALCONY FACIA SILVERPLATE (S.W. 7949)

EXTERIOR 2x6 WALL w/BRICK
SCALE 1/12" = 1'-0"

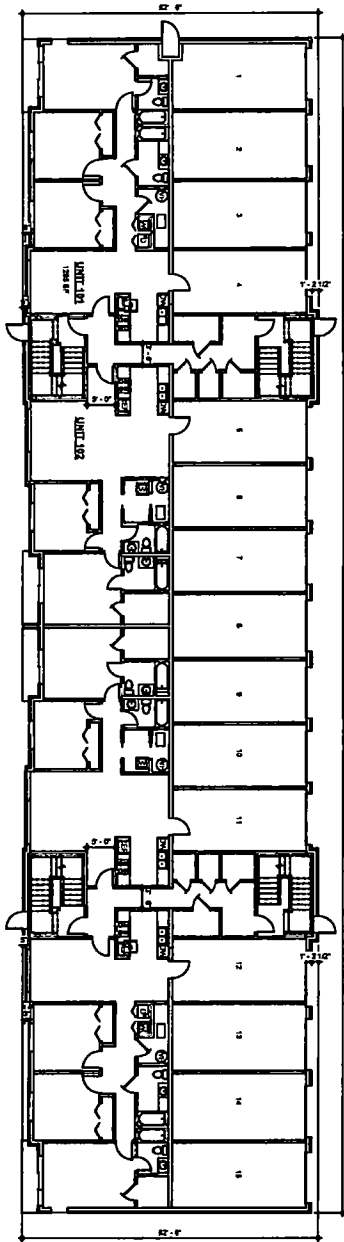


MODERA 28 PLEX 3D VIEWS
SCALE



SHEET NO. A-2.5 DATE 12/20/23	A NEW 28 PLEX AT MODERA (ALL 2 BEDROOM UNITS)			 ARCHITECTURAL COALITION	99' S on 1/4 Sec 8, R. 14 S., T. 13 N., R. 14 E., S. 1/4, UT 84653 201-491-0275
	1200 W 6000 S SPANISH FORK, UT	12/20/23			

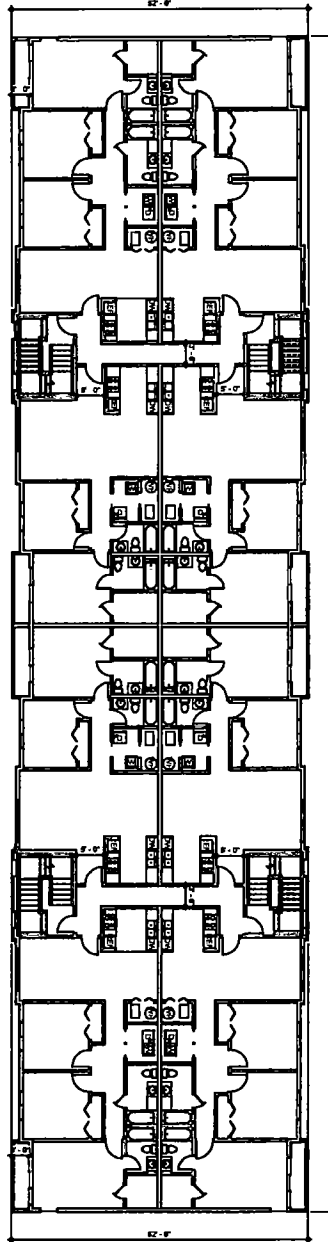
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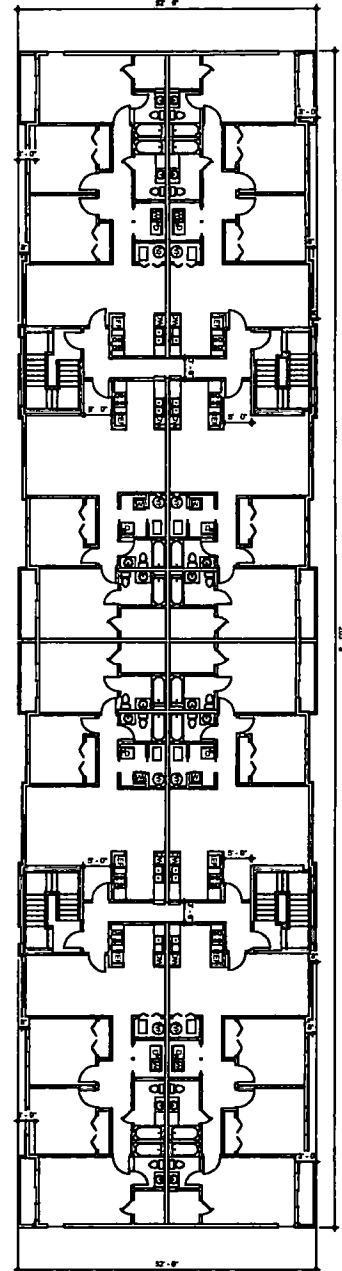
MAIN FLOOR
SCALE 1" = 10'-0"



- SEE SHEET A-1 FOR ROOM SCHEDULE
- SEE SHEET A-1 FOR WINDOW SCHEDULE
- SEE SHEET A-1 FOR WALL TYPE DETAILS



SECOND FLOOR
SCALE 1" = 10'-0"



THIRD FLOOR
SCALE 1" = 10'-0"

SHEET NO.
A-1.1
DATE
1/25/24

A NEW 20 PLEX AT MODERA
(3 BEDROOM UNITS AT ENDS)

1200 W 8000 S

SPANISH FORK, UT

CONSTRUCTION
SCHEDULE
GENERAL NOTES

PREPARED FOR
CONSTRUCTION

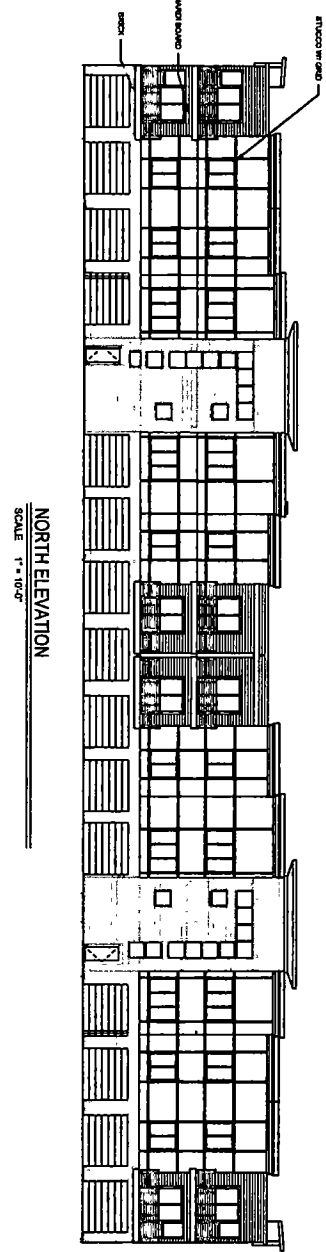
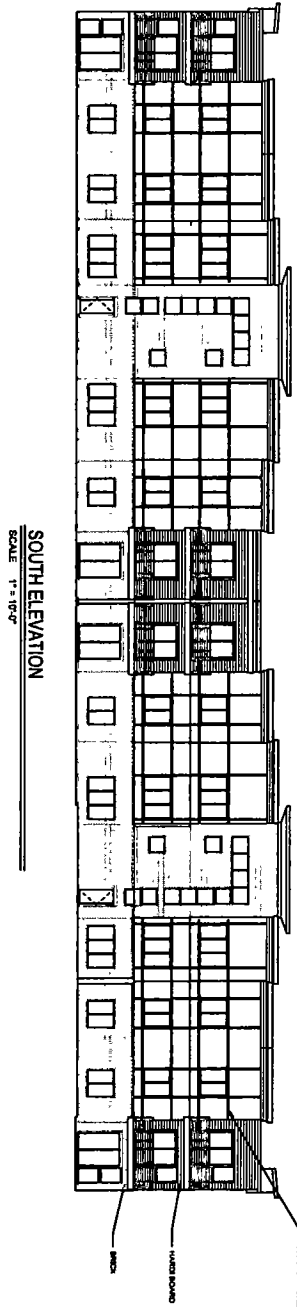
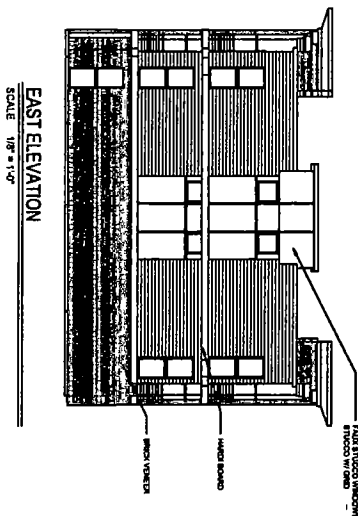
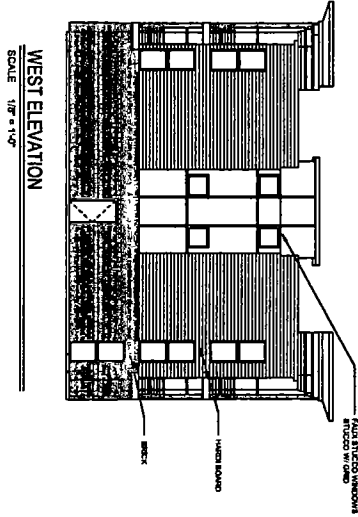


ARCHITECTURAL COALITION

99' South State Road Springville, UT 84633 TEL: 801-491-0275

REVISIONS
DATE

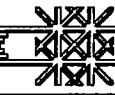
1/25/2024 1:25:39 PM K:\Drawings 2024\2024-C09 Modera 20plex\MODE-A - 20 PLEX.rvt



SHEET NO.
A-2.1
 DATE
 1/25/24

A NEW 20 PLEX AT MODERA
 (3 BEDROOM UNITS AT ENDS)
 1200 W 8000 S SPANISH FORK, UT

PRELIMINARY
 NOT FOR
 CONSTRUCTION



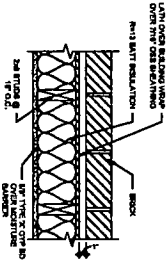
ARCHITECTURAL COALITION

99' So. of State Road S of Ogden, UT 84653 P: 301-491-0275

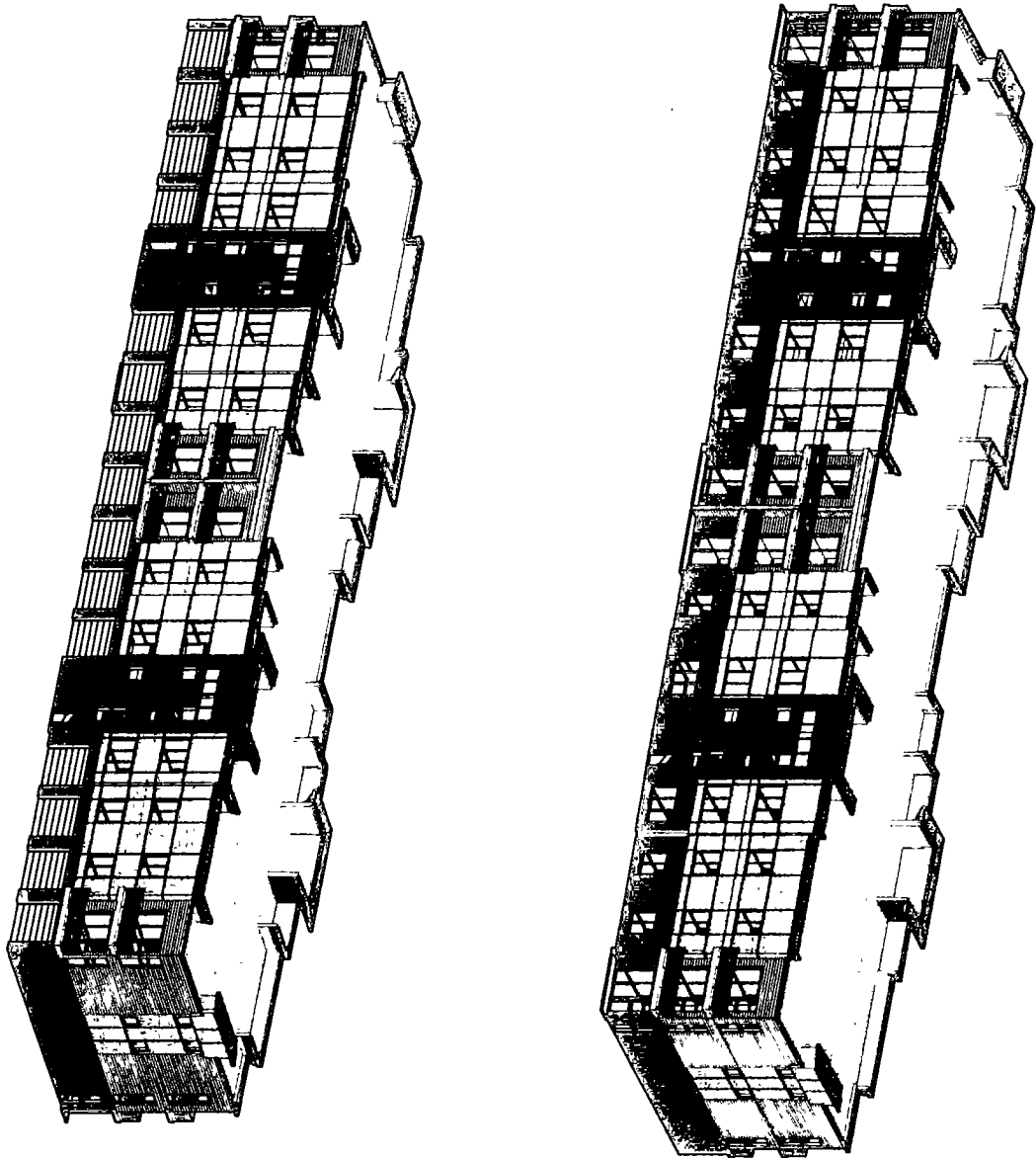
REVISIONS
 DATE

1/25/2024 1:25:52 PM K:\Drawings\2024\2024-C09 Modera 2plex\MUUC-A - 20 PLEX.rvt

1 EXTERIOR 2x6 WALL W/BRICK
SCALE 1/2" = 1'-0"



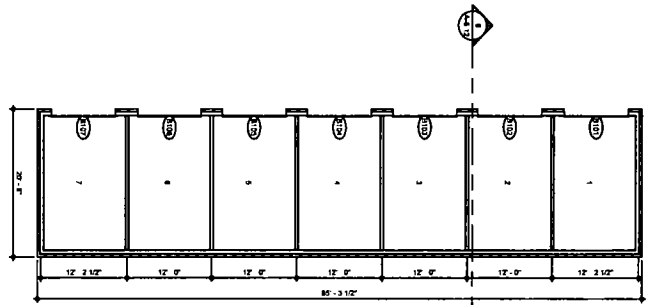
MATERIAL LEGEND	
	BRICK BURMANBY (S W 6310)
	4\"/>
	HARDIE BOARD 5\"/>
	PARQUET TRIM CHARCOAL (S.W. 3063)
	WINDOW TRIM METALLIC SILVER (S W 7959)
	5\"/>



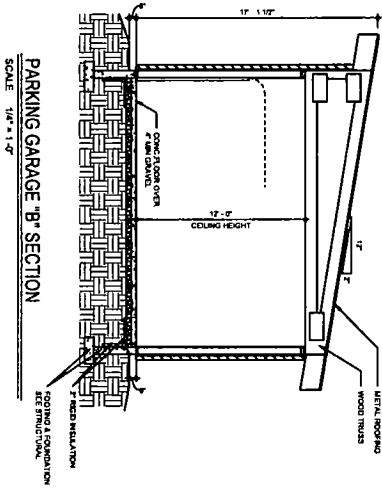
MODERA 30 PLEX 3D VIEWS
SCALE

SHEET NO. A-2.5 DATE Jenna King	A NEW 20 PLEX AT MODERA (3 BEDROOM UNITS AT ENDS)		PRELIMINARY NOT FOR CONSTRUCTION	ARCHITECTURAL COALITION 99' South 5th W Road Saratoga UT 84655 P 801-491-0275	REVISIONS DATE
	1200 W 8000 S SPANISH FORK, UT				

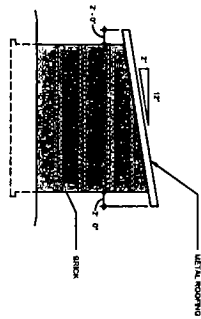
12/28/2023 8:57 05 AM K:\Drawings\2022\2022-027 New Modera parking garage\MU00K- - 3J PLEX (3 BD+M3) Parking garage



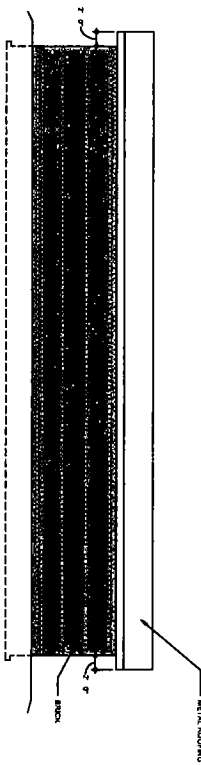
PARKING GARAGE 'B' FLOOR PLAN
SCALE 1/8" = 1'-0"



PARKING GARAGE 'B' SECTION
SCALE 1/4" = 1'-0"



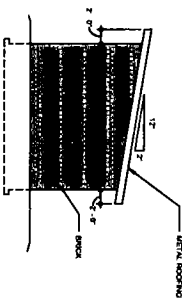
PARKING GARAGE 'B' NORTH ELEVATION
SCALE 1/8" = 1'-0"



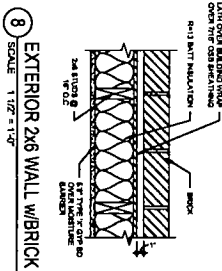
PARKING GARAGE 'B' EAST ELEVATION
SCALE 1/8" = 1'-0"



PARKING GARAGE 'B' WEST ELEVATION
SCALE 1/8" = 1'-0"



PARKING GARAGE 'B' SOUTH ELEVATION
SCALE 1/8" = 1'-0"



8 EXTERIOR 2x6 WALL W/BRICK
SCALE 1/32" = 1'-0"

MATERIAL LEGEND	
	BRICK VENEER BURGUNDY (S.W. 4310)
	PARQUET TILE CHARCOAL (S.W. 3083)

NOTE: THE BRICK COLOR AND TILE COLOR ARE TO BE MATCHED TO THE COLOR AND TYPE USED ON ADJACENT RESIDENTIAL BUILDINGS.

REVISIONS
DATE

ARCHITECTURAL COALITION

99 South State Road Springville, UT 84653 • 801-491-0275

PRELIMINARY
FOR TOP-GRADE
CONSTRUCTION

A NEW 30 PLEX AT MODERA
(3 BEDROOM UNITS AT ENDS)

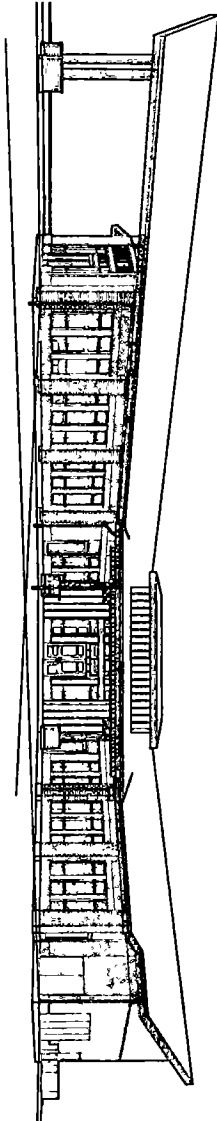
1200 W 8000 S SPANISH FORK, UT

SHEET NO.
A-6.12

DATE
12/28/23

MODERA APARTMENTS

PHASE 1 & 2

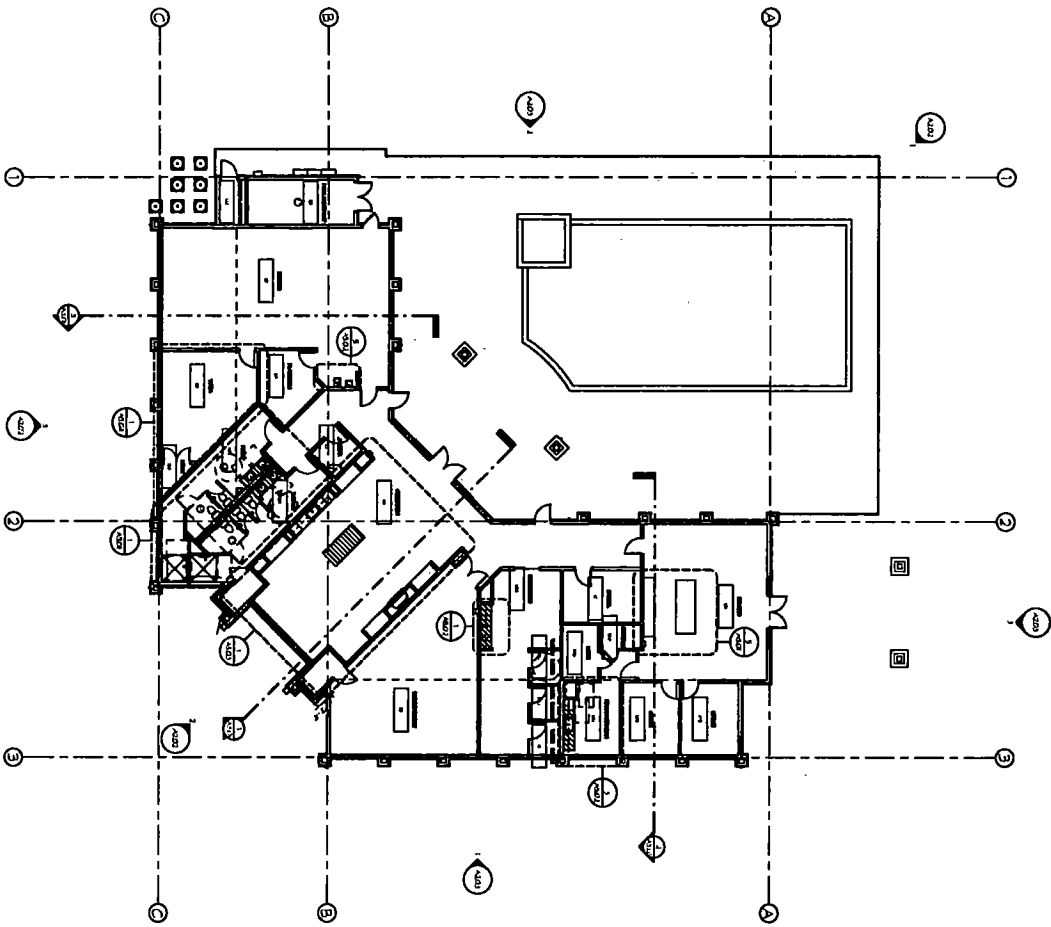


BUILDING TABULATION	
DATE	02/19/24
SCALE	1/8" = 1'-0"
PROJECT NO.	24-00000000
DATE	02/19/24
SCALE	1/8" = 1'-0"
PROJECT NO.	24-00000000

PROJECT TEAM

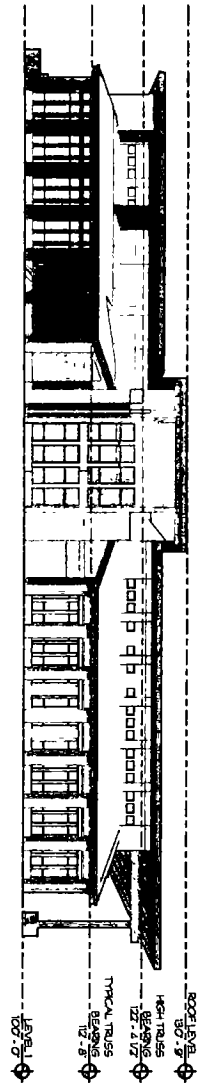
<p>Developer DBI Homes Center: Jennifer Thibaut Phone: (817) 504-3627 jthibaut@dbihomes.com</p>		<p>Architect Architects: The Hubbs Center: Doug Hubbs Phone: (817) 561-1333 dhubbs@architectshubbs.com</p>	<p>Architect Architects: The Hubbs Center: Doug Hubbs Phone: (817) 561-1333 dhubbs@architectshubbs.com</p>	<p>Owner Specialized Risk Management, LLC Contact: Steven Schaefer Phone: (817) 561-1333 gschaefers@specializedrisk.com</p>	<p>Architect Architects: The Hubbs Center: Doug Hubbs Phone: (817) 561-1333 dhubbs@architectshubbs.com</p>	<p>Architect Architects: The Hubbs Center: Doug Hubbs Phone: (817) 561-1333 dhubbs@architectshubbs.com</p>
<p>Architect Architects: The Hubbs Center: Doug Hubbs Phone: (817) 561-1333 dhubbs@architectshubbs.com</p>		<p>Architect Architects: The Hubbs Center: Doug Hubbs Phone: (817) 561-1333 dhubbs@architectshubbs.com</p>	<p>Architect Architects: The Hubbs Center: Doug Hubbs Phone: (817) 561-1333 dhubbs@architectshubbs.com</p>	<p>Architect Architects: The Hubbs Center: Doug Hubbs Phone: (817) 561-1333 dhubbs@architectshubbs.com</p>	<p>Architect Architects: The Hubbs Center: Doug Hubbs Phone: (817) 561-1333 dhubbs@architectshubbs.com</p>	<p>Architect Architects: The Hubbs Center: Doug Hubbs Phone: (817) 561-1333 dhubbs@architectshubbs.com</p>

<p><input checked="" type="checkbox"/> Architect Architect: Belknap, Inc. 7845 24th Street, Suite 200 Dallas, TX 75241 Phone: (972) 440-1000 Fax: (972) 440-1001 www.belknap.com</p>	<p>DEVELOPER DBI Homes 1000 West Street Dallas, TX 75201 Phone: (817) 504-3627 www.dbihomes.com</p>	<p>DATE March 23, 2022</p>	<p>PROJECT Modera - Clubhouse Project Address City, State</p>	<p>COVER SHEET Cover Sheet Sheet Number C</p>
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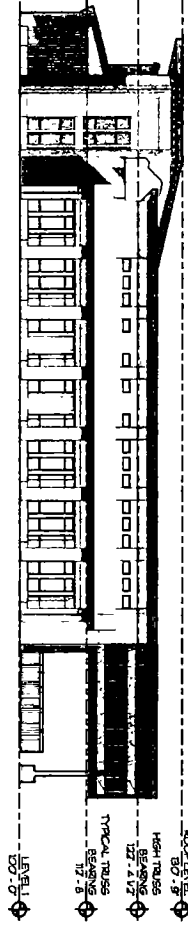


1 LEVEL 1 FLOOR PLAN
 Scale: 3/8" = 1'-0"

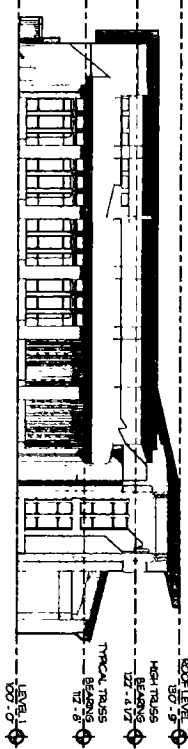
<p>Architect Architecture Belgrave, Inc. 401-840-1133 7040 N. West River Road Phoenix, AZ 85021 www.architecturebelgrave.com</p>	<p>Project Architect Chris Anderson, AIA 401-840-1133</p>	<p>Project Architect Chris Anderson, AIA 401-840-1133</p>	<p>DATE 03/23/2022 10:00 AM</p>	<p>PROJECT Modera - Clubhouse Project Address City, State</p>	<p>DEVELOPER PLANS</p>	<table border="1"> <thead> <tr> <th>No.</th> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	Description	Date																											
No.	Description	Date																																		
<p>Sheet Title Level 1 Floor Plan</p>		<p>Date March 23, 2022</p>		<p>Sheet Number AI/01</p>																																



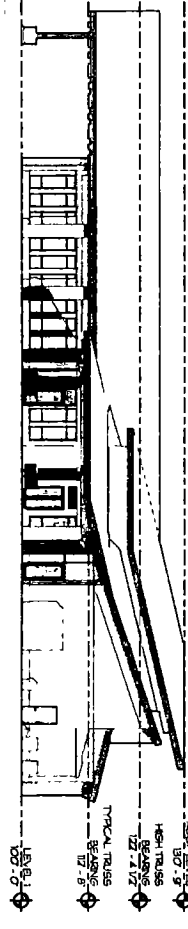
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A2.01 SCALE 3/32"=1'-0"



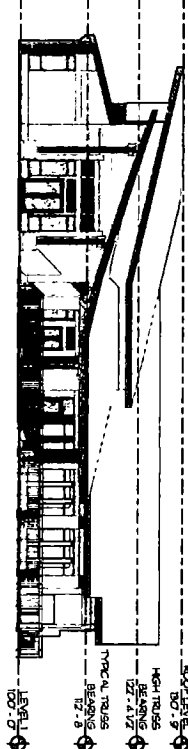
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A2.01 SCALE 3/32"=1'-0"



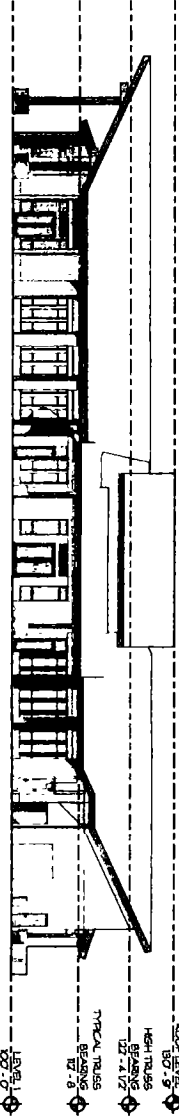
3 EAST ELEVATION
A2.01 SCALE 3/32"=1'-0"



4 SOUTH ELEVATION
A2.01 SCALE 3/32"=1'-0"



5 WEST ELEVATION
A2.01 SCALE 3/32"=1'-0"



6 SOUTHEAST ELEVATION
A2.01 SCALE 3/32"=1'-0"

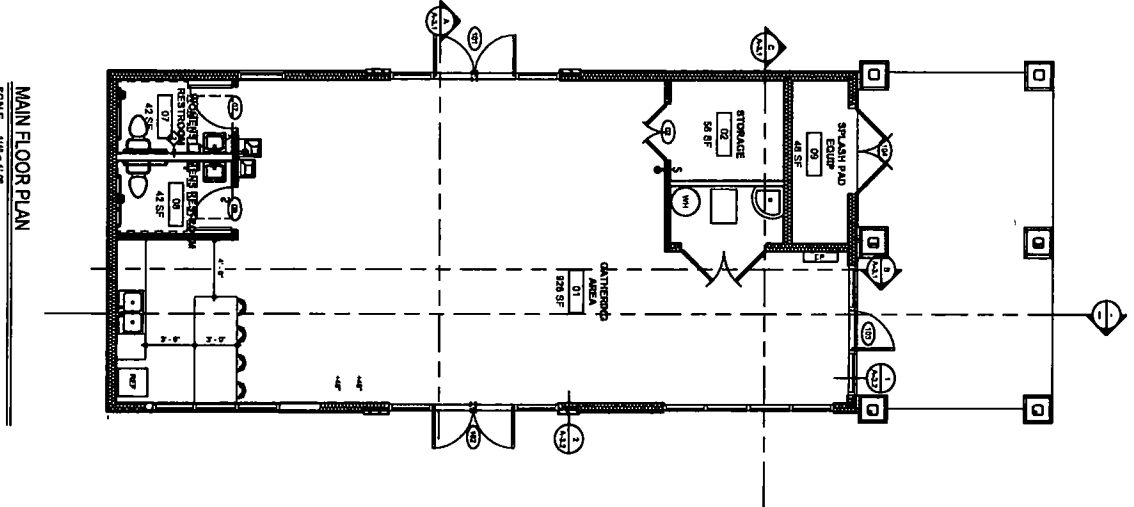
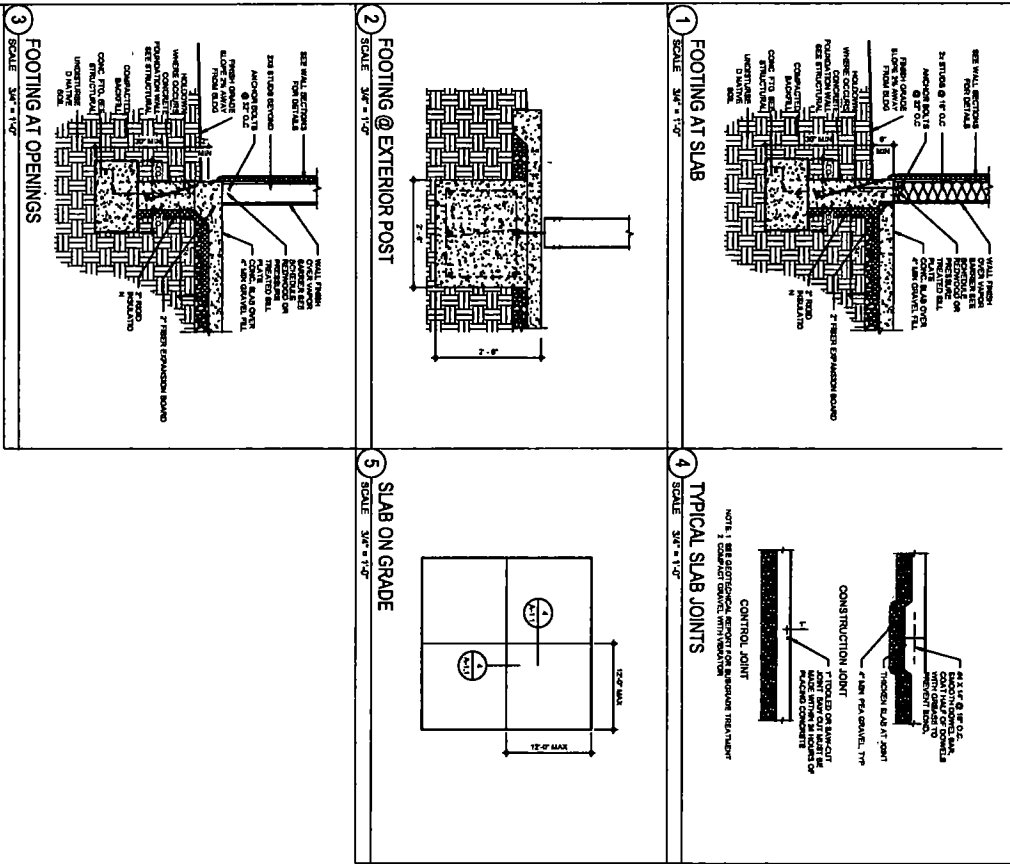
MATERIAL LEGEND

[Symbol]	VERTICAL LINEN
[Symbol]	WOOD PANEL ON NO. 10 LUMBER
[Symbol]	ALUMINUM
[Symbol]	GLASS

COLOURS ARE FOR REFERENCE ONLY
PLEASE SEE PRODUCT SPECS FOR EXACT COLOURS

<p>Architect Belglobe, Inc.</p> <p>1000 BELGLOBE BLVD SUITE 100 MILL VALLEY, CA 94541 925-938-8888 www.belglobe.com</p> <p>DATE PREPARED March 23, 2022</p> <p>PROJECT Modera - Clubhouse City, State</p> <p>DEVELOPER PLANS</p> <p>DESIGNED BY Belglobe, Inc.</p> <p>DATE March 23, 2022</p> <p>SCALE 3/32"=1'-0"</p> <p>PROJECT NO. A2.01</p>	<p>DATE March 23, 2022</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DESCRIPTION	DATE												
	NO.	DESCRIPTION	DATE														
<p>Sheet Title Building Elevations</p> <p>Sheet Number A2.01</p>																	

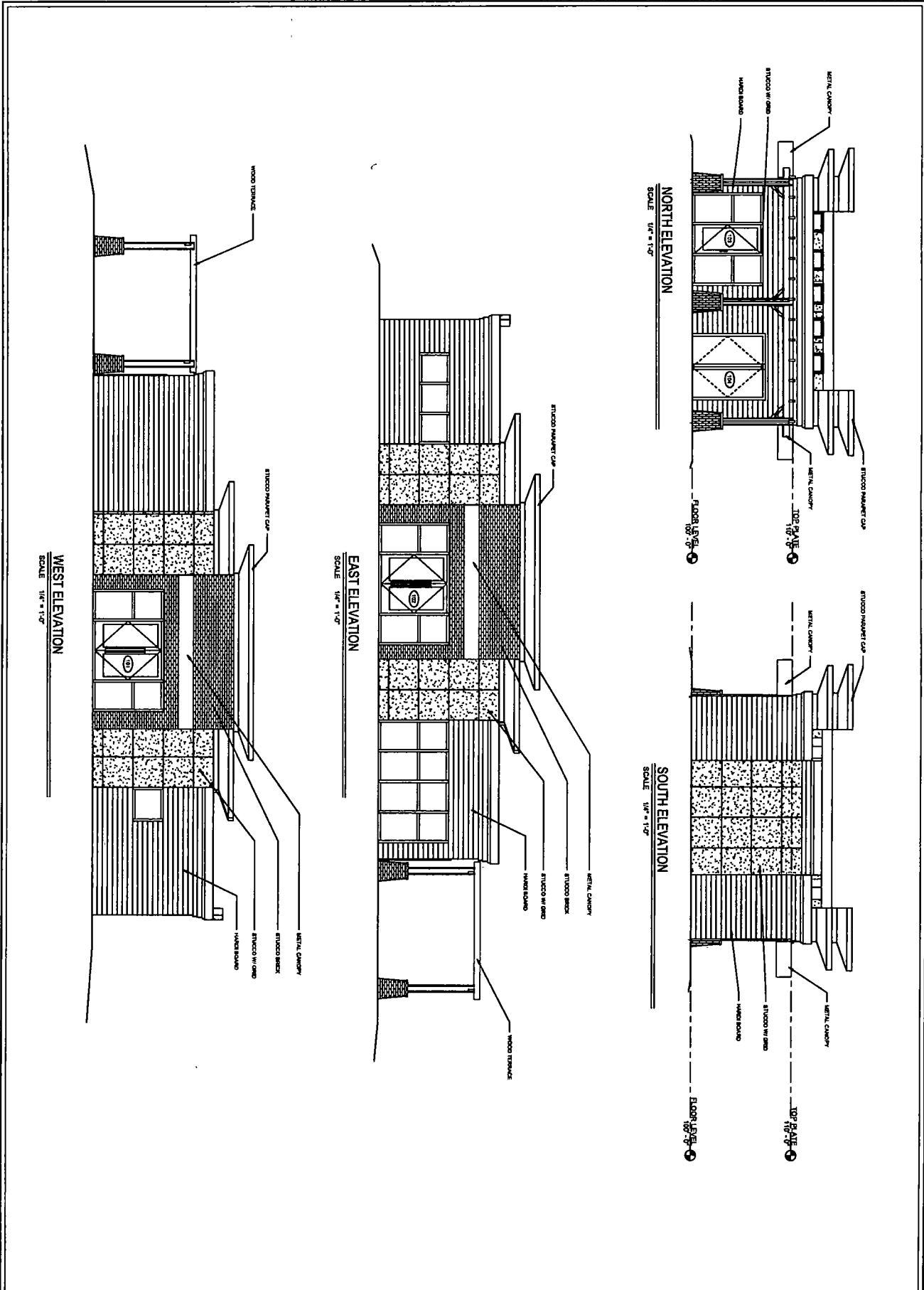
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
○ ○ ○
 SEE SHEET A-1 FOR DOOR SCHEDULE
 SEE SHEET A-1 FOR WINDOW SCHEDULE
 SEE SHEET A-1 FOR WALL TYPE DETAILS

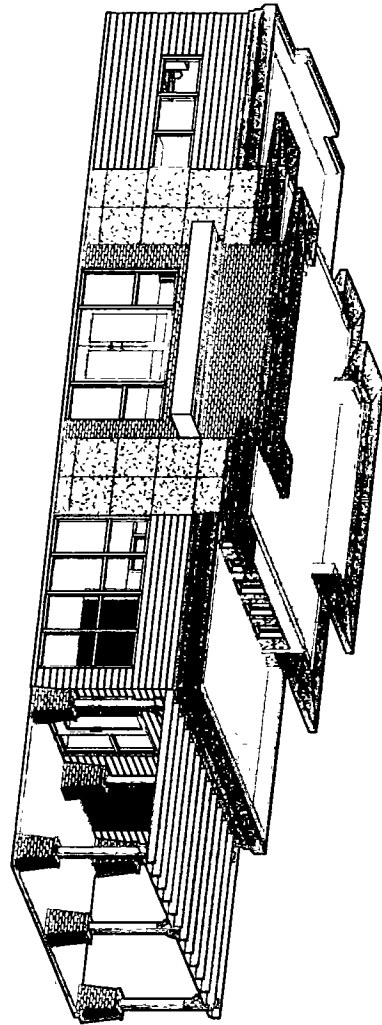
MODERA CLUB HOUSE	GARRET SEALEY	ARCHITECTURAL COALITION
1200 W 6000 S	SPANISH FORK, UT	1931 South State Road S., Inglewood, UT 84533 ☎ 501-491-0275
SHEET NO. A-1.1	DATE 3/3/2023	REVISIONS DATE

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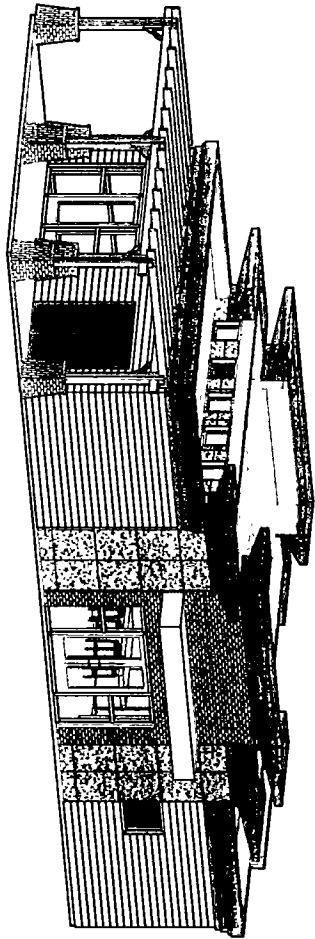


<p>SHEET NO. A-2.1 DATE 2/23/2023</p>	<p>MODERA CLUB HOUSE GARRET SEALEY 1200 W 6000 S SPANISH FORK, UT</p>	<p>ARCHITECTURAL COALITION</p>	<p>1991 South State Road Springville, UT 84653 Tel. 507-491-0275</p>	<p>REVISIONS</p>
---	---	--------------------------------	--	------------------

MATERIAL LEGEND	
	STUCCO BRICK BURBANKY (S.W. 6310)
	4" STUCCO GRID NIGHT OWL (S.W. 9890)
	HAZARD BOARD & ASPHRE GULF GRESY (S.W. 9581)
	PANORAMA CHROMAL (S.W. 3083)
	WINDOW TRIM MONOMIAL SILVER (S.W. 7883)
	8" STUCCO TRANSITION & BALCONY PANEL SILVERPLATE (S.W. 7840)



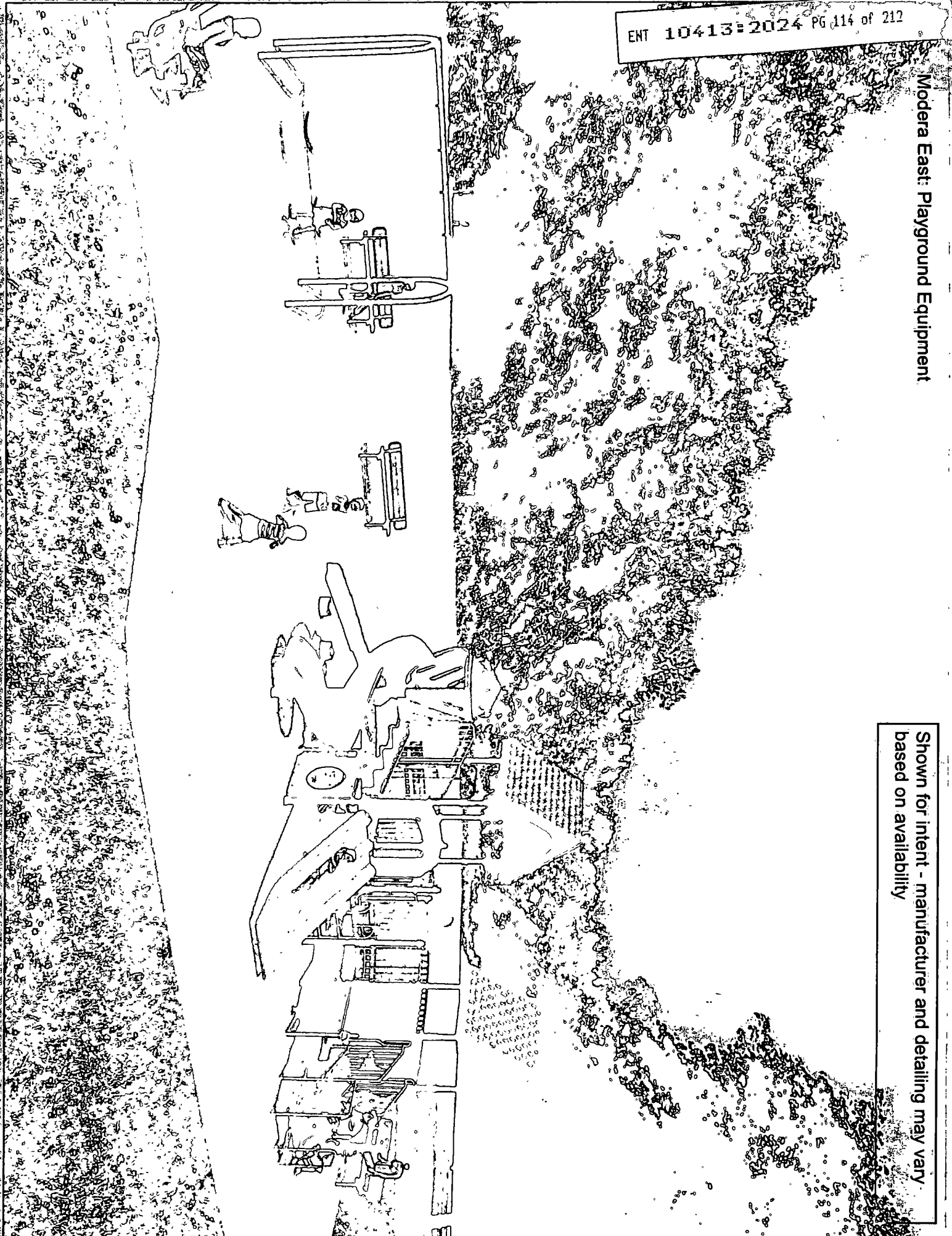
BIRDSEYE VIEW - PARKING
SCALE



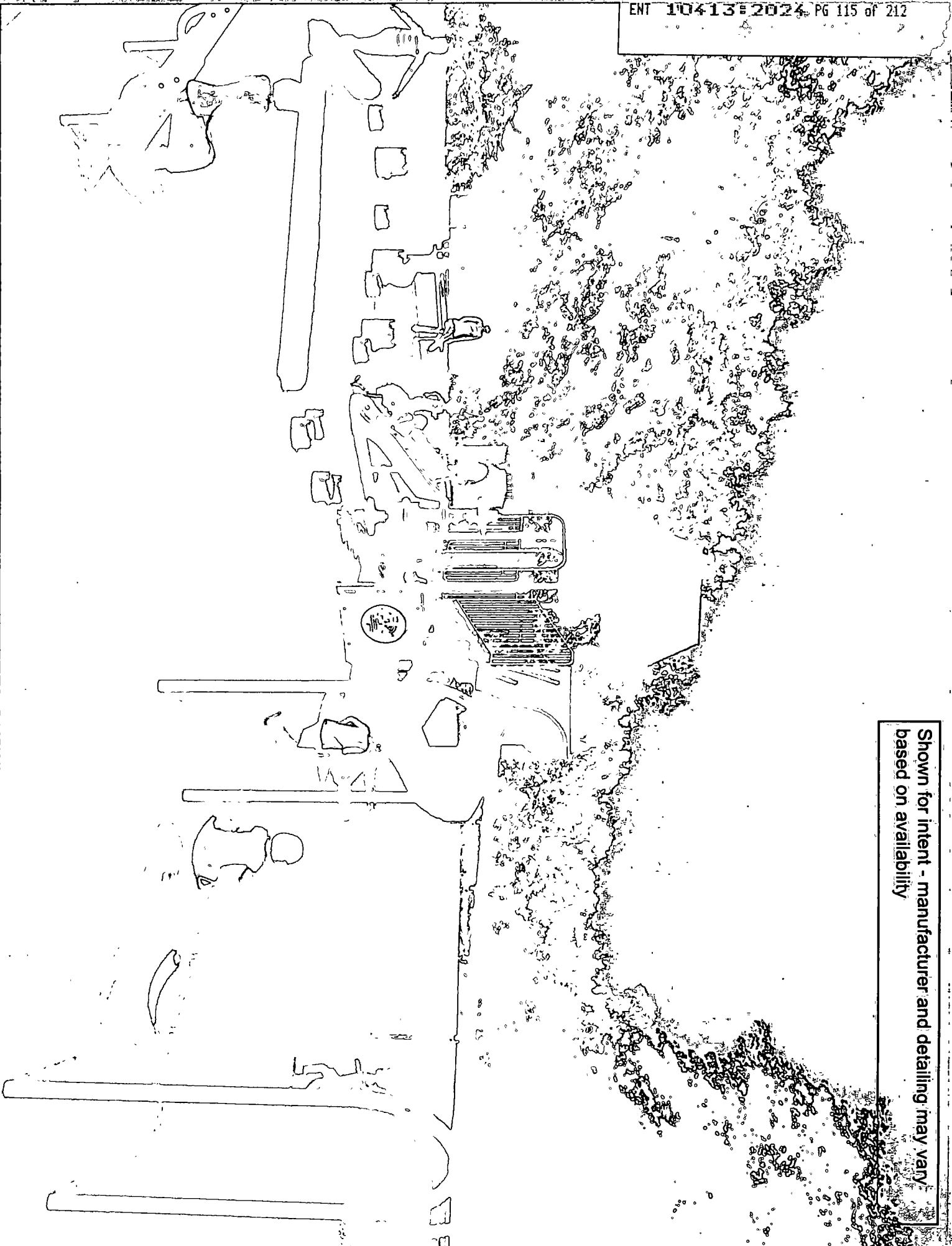
BIRDSEYE VIEW - STREET
SCALE

REVISIONS ALL	 ARCHITECTURAL COALITION 1931 South 5000 Road Suite 100, Salt Lake City, UT 84143 P.O. Box 491-0275	MODERA CLUB HOUSE GARRET SEALEY	1200 W 8000 S SPANISH FORK, UT	SHEET NO. A-2.2	DATE 12/6/2023
				PROJECT NO. 2022-026	

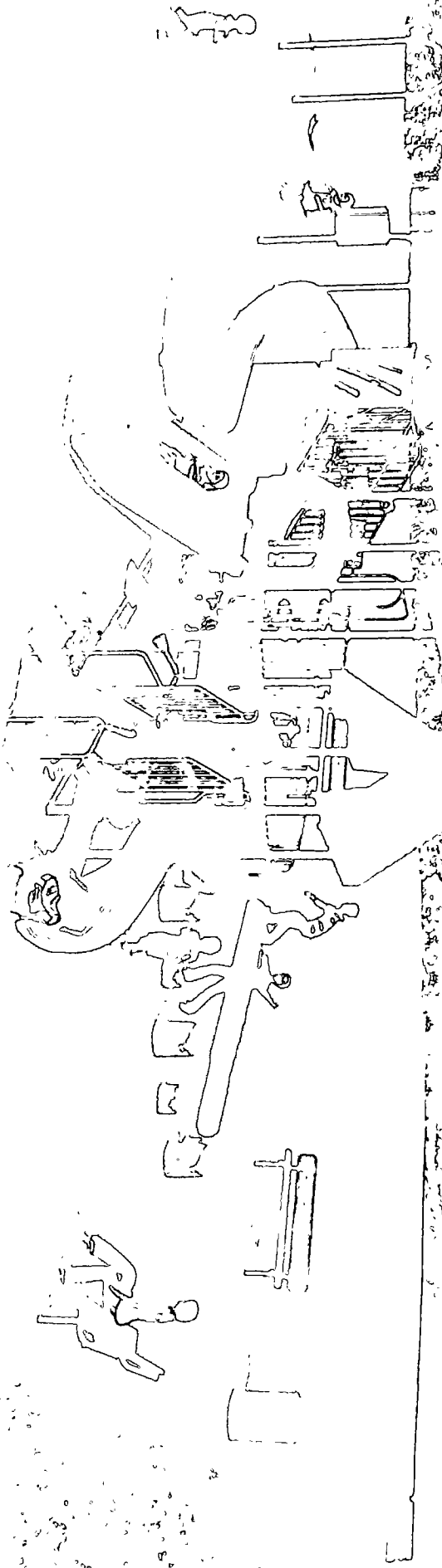
Modera East: Playground Equipment



Shown for intent - manufacturer and detailing may vary based on availability



Shown for intent - manufacturer and detailing may vary based on availability



Shown for intent - manufacturer and detailing may vary based on availability

2-12
INCHES
SCALE



GARRETT & COMPANY, INC.

850 Quaking Aspen Dr
Murray, UT

PHONE NO. (801) 265-8443
FAX NO. (801) 263-1254

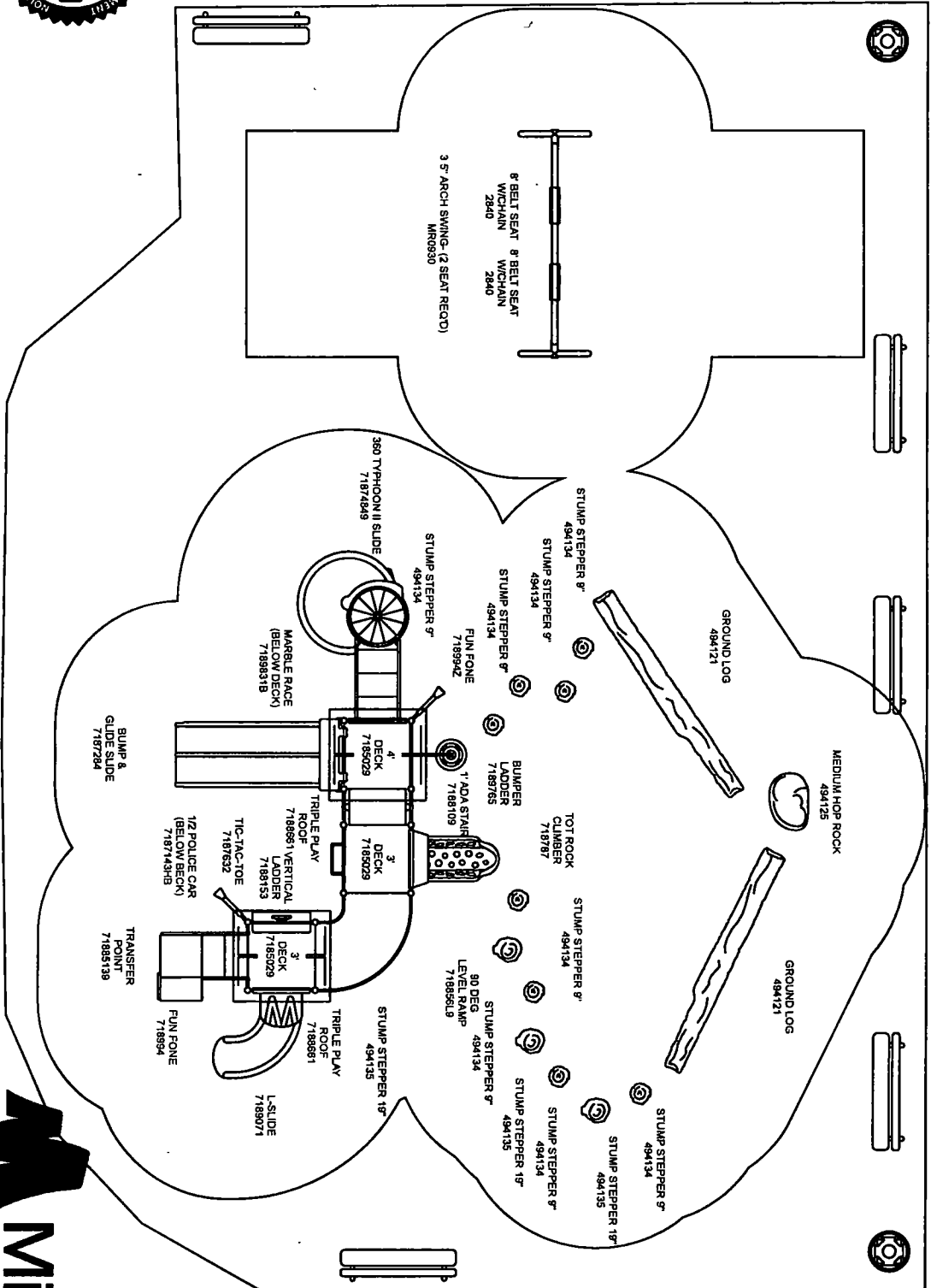
GROUND SPACE 51'-0" x 34'-0"
PROTECTIVE AREA 64'-0" x 45'-0"

DRAWN BY: Angella Larson

DATE: 7/18/2022

R0032_44559800394
COMPLIES TO ASTM/CPSC

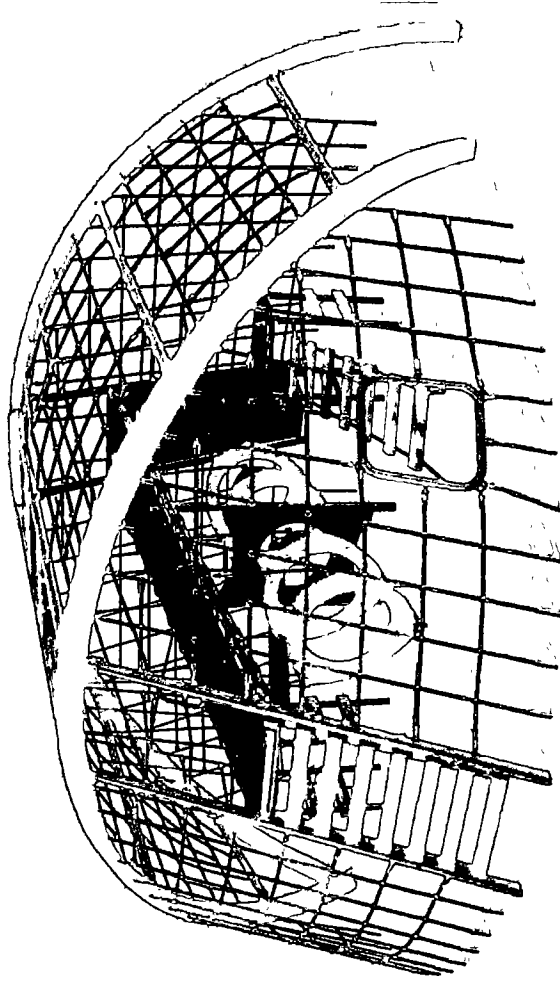
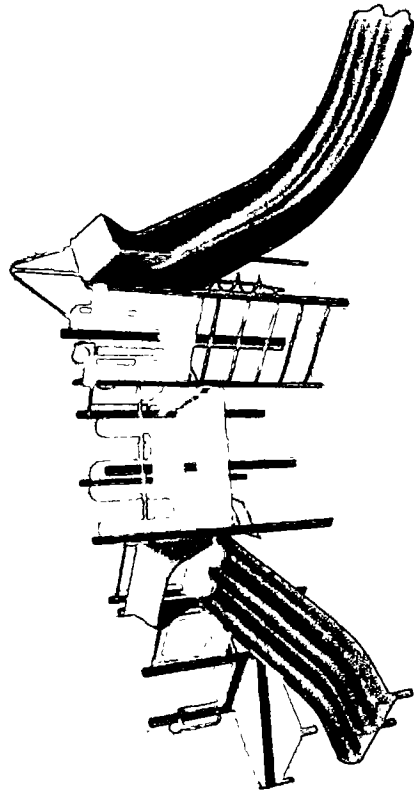
Shown for intent - manufacturer and detailing may vary based on availability



To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.
AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

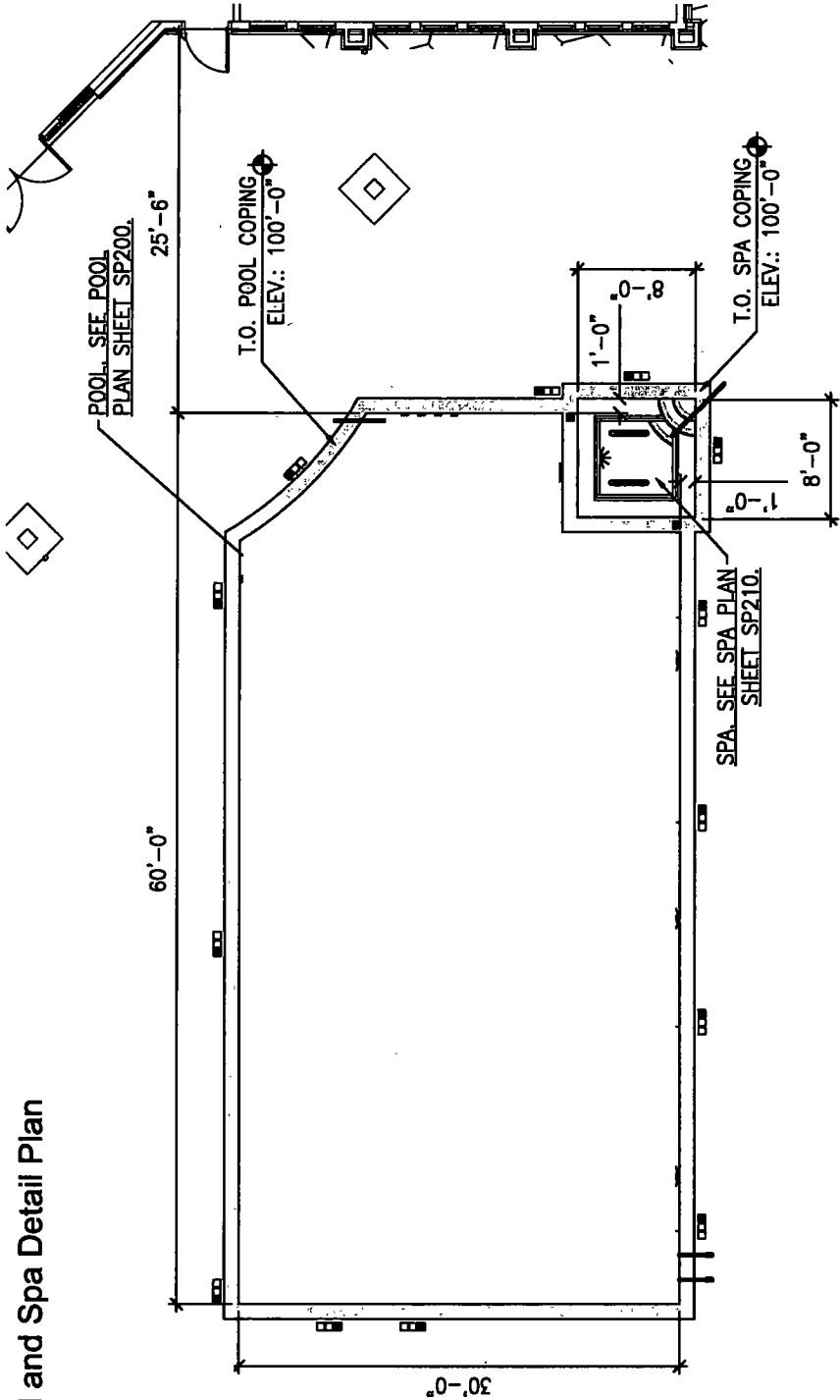
MODERA WEST: SPECIFIC AMENITIES



LANDSCAPE STRUCTURES: CRAB TRAP #251054
AND DESIGN 302 #176145

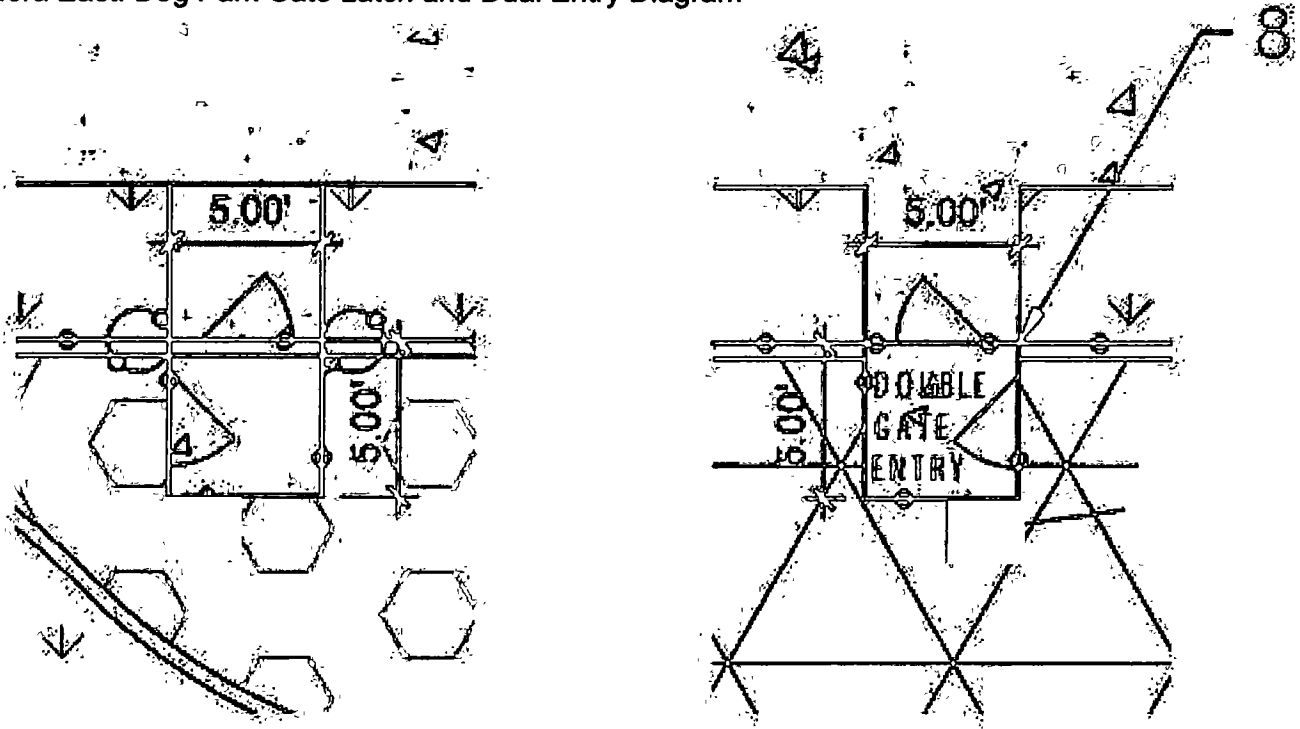
PG DESIGN GROUP

Modera East: Pool and Spa Detail Plan

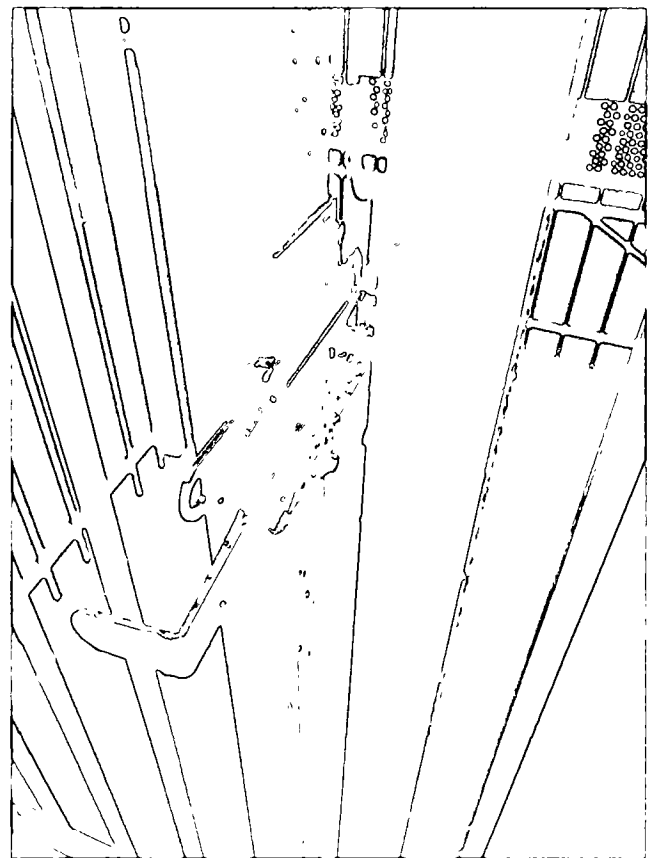


Shown for intent - specific construction details to be provided during permitting process

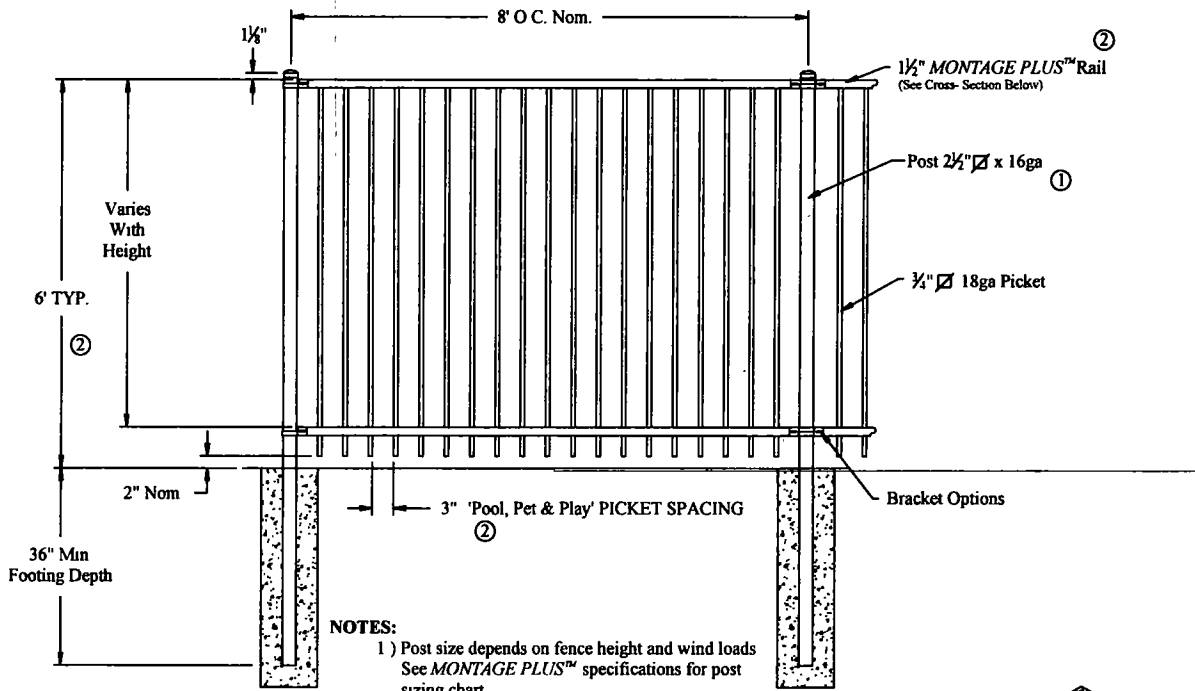
OVERALL POOL AND SPA PLAN
SCALE: 1/8"=1'-0"



DOG RUN ENTRY AREAS | 1" = 10'



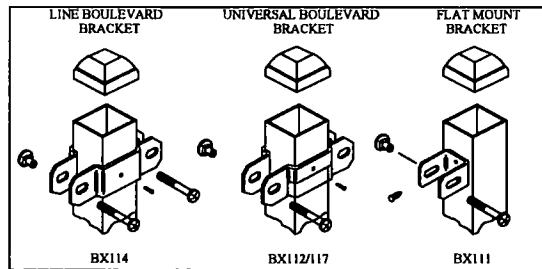
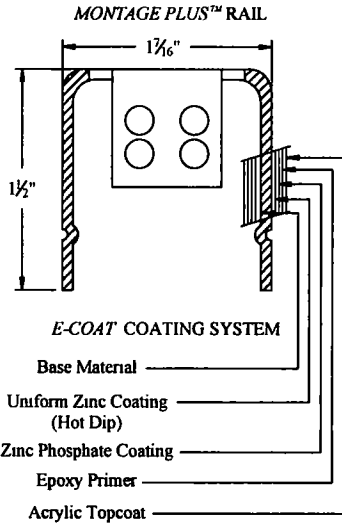
Shown for intent - manufacturer and detailing may vary based on availability



RAKING DIRECTIONAL ARROW
Welded panel can be raked 30" over 8' with arrow pointing down grade

PROFUSION™ WELDING PROCESS
No exposed welds, Good Neighbor profile - Same appearance on both sides

MONTAGE PLUS™ RAIL
Specially formed high strength architectural shape.



COMMERCIAL STRENGTH WELDED STEEL PANEL
PRE-ASSEMBLED

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

IRMISO

Title: MONTAGE PLUS MAJESTIC 2/3-RAIL			
DR: NJB	SH 1 of 1	SCALE: DO NOT SCALE	
CK. BS	Date 09/21/11	REV: e	



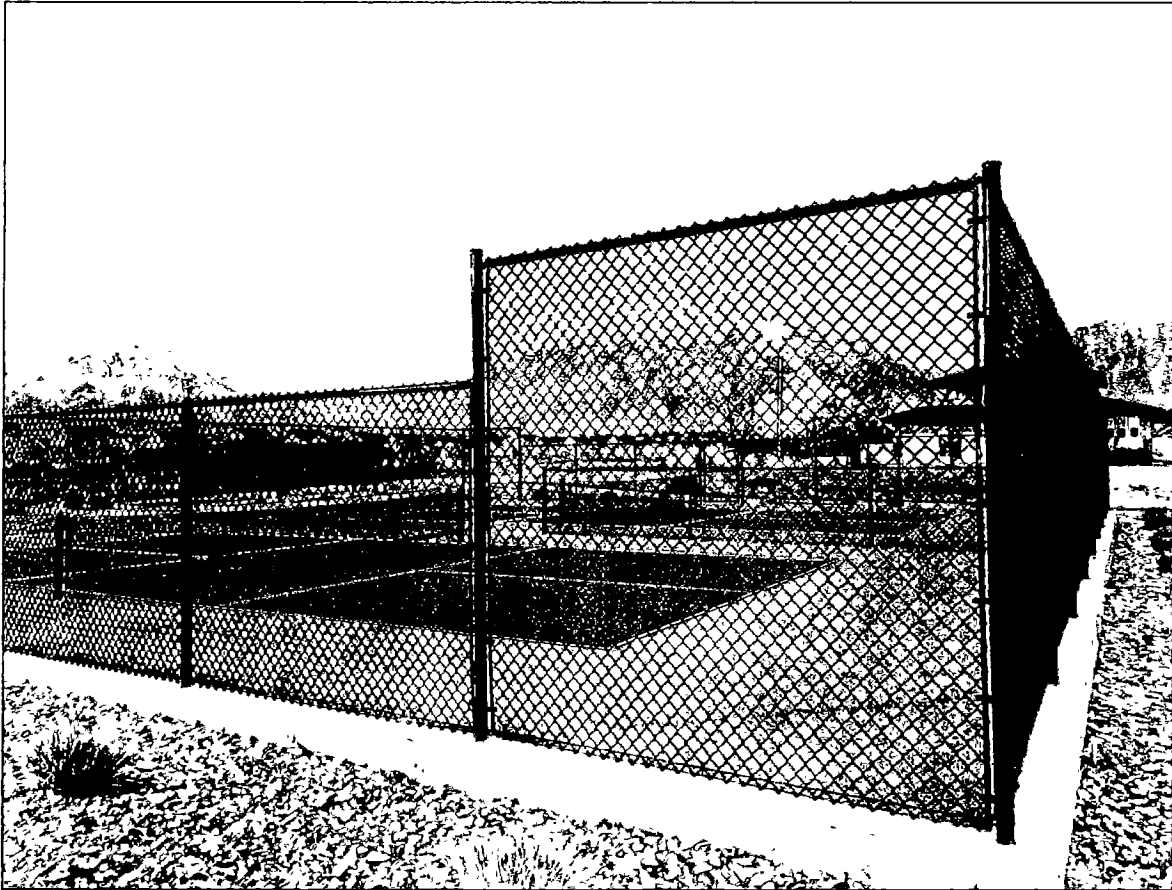
AMERISTAR®

1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com

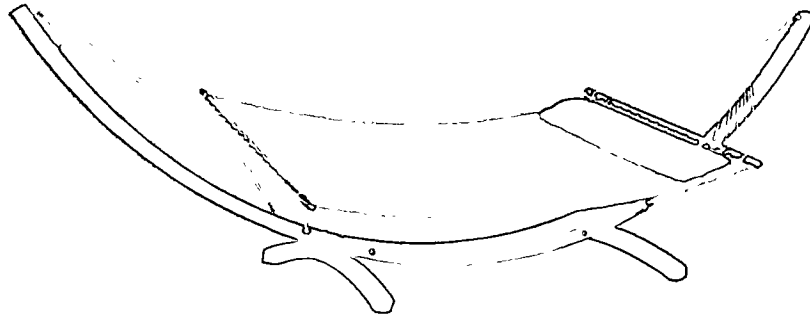
See website for specifications and brochures:
<https://www.ameristarperimeter.com/us/en/products/ornamental-fence-gates/montage/montage-plus>

Shown for intent - manufacturer and detailing may vary based on availability

Modera East: Pickleball Fencing Details

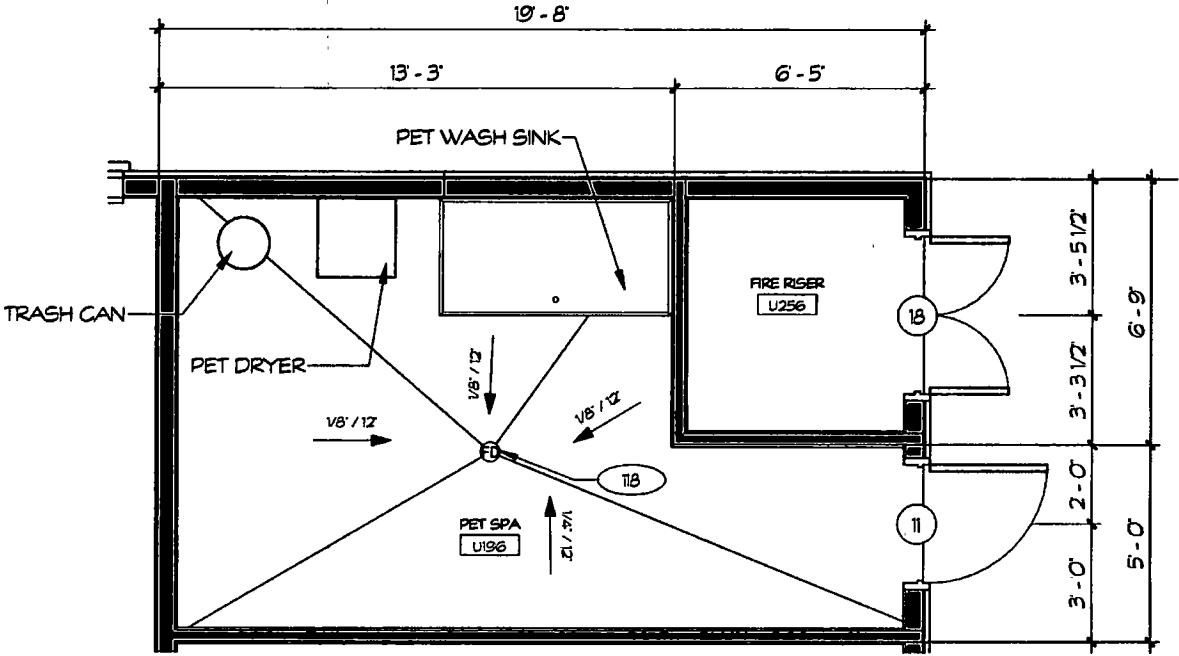


6'-8' Vinyl Coated Chain Link Pickleball Fencing

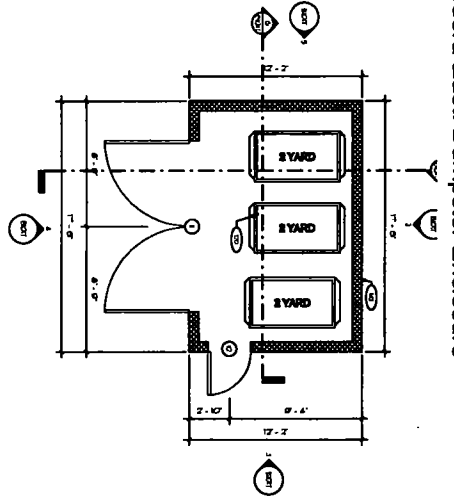


Shown for intent - manufacturer and detailing may vary based on product availability

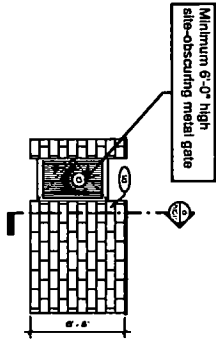
Modera East: Pet Spa (Included in Building 14)



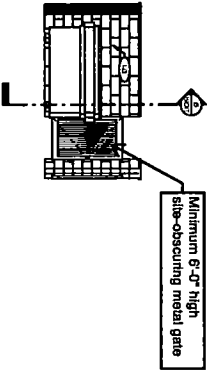
Modera East: Dumpster Enclosure



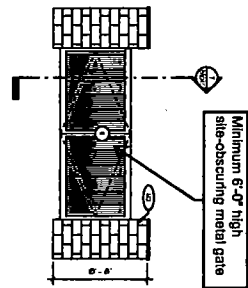
1 TRASH SHELTER - OVERALL FLOOR PLAN
 BOIT SCALE: 1/4" = 1'-0"



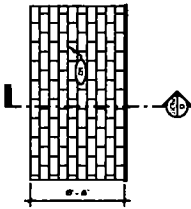
3 EAST ELEVATION - TRASH SHELTER
 BOIT SCALE: 1/4" = 1'-0"



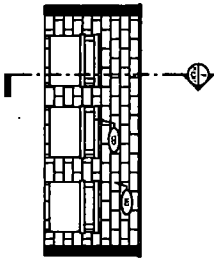
7 BUILDING SECTION 1 - TRASH SHELTER
 BOIT SCALE: 1/4" = 1'-0"



4 SOUTH ELEVATION - TRASH SHELTER
 BOIT SCALE: 1/4" = 1'-0"

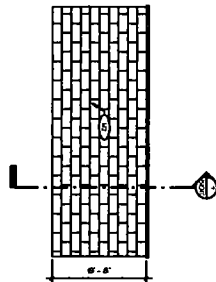


5 WEST ELEVATION - TRASH SHELTER
 BOIT SCALE: 1/4" = 1'-0"



8 BUILDING SECTION 2 - TRASH SHELTER
 BOIT SCALE: 1/4" = 1'-0"

10413 = 2024 PG 126 of 212



6 NORTH ELEVATION - TRASH SHELTER
 BOIT SCALE: 1/4" = 1'-0"

KEYNOTES
 30 GARAGE DOOR
 30 CON WALL



1000 W. 1900 S.
 Spanish Fork, UT 84601
 (435) 734-1111

OWNER
 Modera East

DESIGNER
 Architecture Builders Inc.

CONTRACTOR
 [Blank]

DATE
 Nov. 15, 2023

SCALE
 1/4" = 1'-0"

PROJECT
 Modera East

CLIENT
 Modera East

LOCATION
 2000 W. 1900 S.
 Spanish Fork, UT

PROJECT NUMBER
 10413

DATE
 Nov. 15, 2023

SCALE
 1/4" = 1'-0"

Modera - Clubhouse
 2000 W. 1900 S.
 Spanish Fork, UT

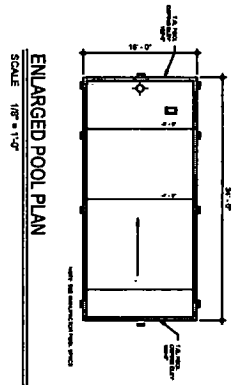
Date
 Nov. 15, 2023

NO.	REVISIONS	DATE

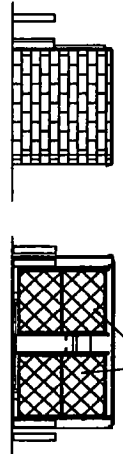
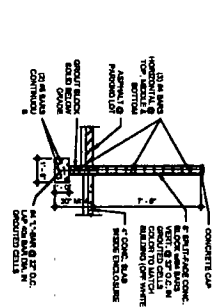
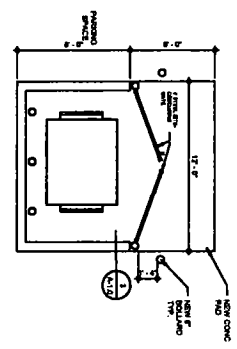
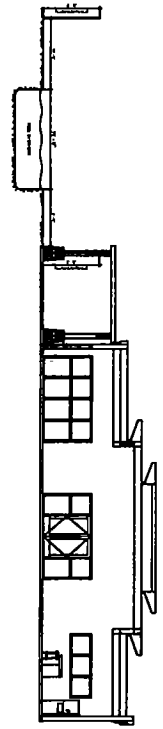
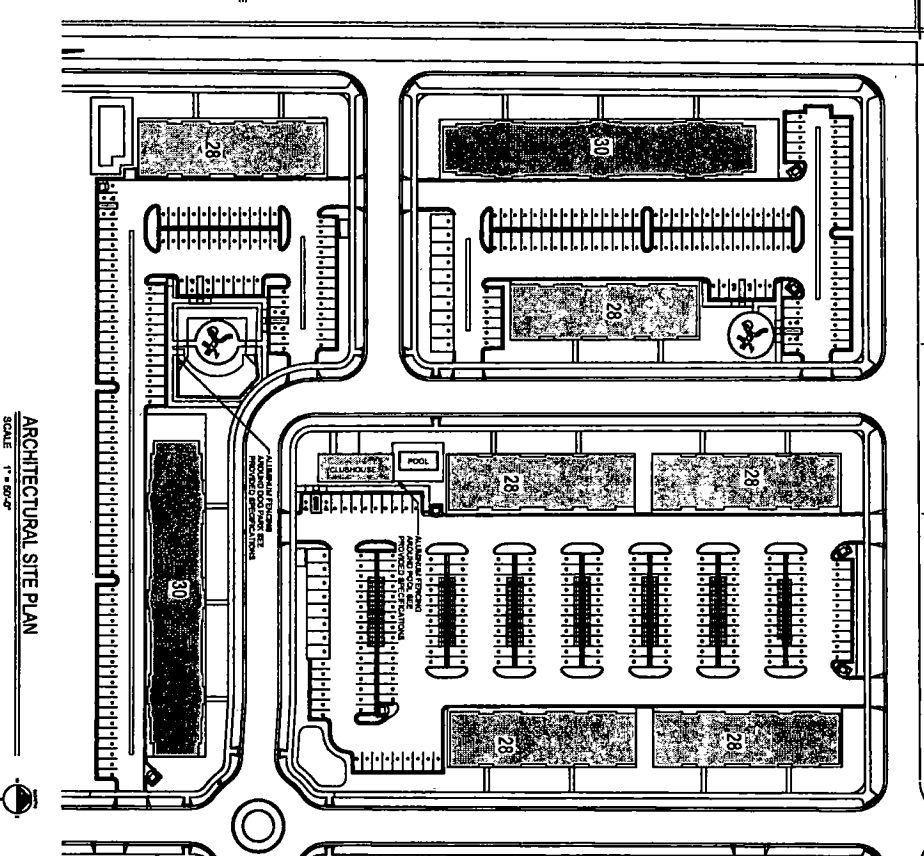
Sheet Title
 Trash Shelter Level
 1 Floor Plan

Sheet Number
 BOIT

12/26/2023 11:21:40 AMK:\Drawings\2022\2023-U20 New Modera\MULCKA - 25 P_EX adjusted 2 Y11 SITE PLAN.rvt



NOTE: 28 PLEX ARE 4-STORY, 30 PLEX ARE 5-STORY.
NOTE: THE PRIMARY INTERIOR FOR THE HVAC EQUIPMENT TO BE MOUNTED ON THE ROOF. THE SECONDARY OPTION IS TO BE MOUNTED ON THE GROUND AND SCREENED.



Disclosure of Agricultural Operations Near Apartment Community

Each Lessee acknowledges that: (a) the apartment community is located in the vicinity of agricultural properties; (b) units within the apartment community may be subject to adverse noise, odors, fumes, smells and physically airborne particulates caused by the operation and maintenance of other properties; and (c) pesticides, insecticides and fertilizers may drift over and disperse upon portions of the apartment community from time to time as a result of crop dusting activities on neighboring agricultural properties. Use of agricultural properties is a legal use of such other properties and should be expected to continue indefinitely. Neither Owner, Lessor, Declarant nor the City shall be responsible for any adverse effects resulting from use of agricultural properties.

[PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenants, for each of them, their successors, executors, heirs, administrators and assigns execute this Addendum on the date shown below to be effective as of the Effective Date.

LANDLORD:

«custom_legalentityname»
By: DRHR – Property Management, Inc., a Delaware corporation, its authorized agent

By:
Print Name:
Title: Property Manager
Date:

TENANTS:

Print Name:
Date:

Print Name:
Date:

Print Name:
Date:

Print Name:
Date:

Print Name:
Date:

Print Name:
Date:

Print Name:
Date:

Print Name:
Date:

Print Name:
Date:

Print Name:
Date:

LEASE CONTRACT ADDENDUM FOR
ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT
Becomes part of Lease Contract



1. DWELLING DESCRIPTION.

(street address), _____ (unit no. if
applicable) in _____
(city), Utah, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____

Owner's name: _____

Residents (list all residents):

The term of this Addendum is as follows:

Begins on _____ and
ending on _____

This Addendum constitutes an Addendum to the above
described Lease Contract for the above described premises,
and is hereby incorporated into and made a part of such Lease
Contract. Where the terms or conditions found in this
Addendum vary or conflict with any terms or conditions found
in the Lease Contract, this Addendum shall control.

3. GARAGE, CARPORT, OR STORAGE UNIT. You are entitled
to exclusive possession of: (check as applicable)

garage or carport attached to the dwelling
 garage space number(s) _____

carport space number(s) _____

and/or

storage unit number(s) _____

All terms and conditions of this Lease Contract apply to the
above areas unless modified by this addendum.

4. SECURITY DEPOSIT. An additional security deposit of
\$ 0.00 will be charged for the checked areas above.
We (check one) will consider or will not consider this
additional security deposit a general security deposit for all
purposes. The security deposit amount in the Security Deposit
paragraph of the Lease Contract (check one) does or
does not include this additional deposit amount. Refund of the
additional security deposit will be subject to the terms and
conditions set forth in the Lease Contract regardless of
whether it is considered part of the general security deposit.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as
stated in the Lease Contract) will be increased by
\$ _____. The monthly rent amount in the Rent and
Charges paragraph of the Lease Contract (check one)
includes does not include this additional rent.

6. USE RESTRICTIONS. Garage or carport may be used only for
storage of operable motor vehicles unless otherwise stated in
our rules or community policies. Storage units may be used
only for storage of personal property. No one may sleep, cook,
barbeque, or live in a garage, carport, or storage unit. Persons
not listed as a resident or occupant in the Lease Contract may
not use the areas covered by this addendum. No plants may
be grown in such areas.

7. NO DANGEROUS ITEMS. Items that pose an environmental
hazard or a risk to the safety or health of other residents,
occupants, or neighbors in our sole judgment or that violate
any government regulation may not be stored. Prohibited
items include fuel (other than in a properly capped fuel tank
of a vehicle or a closed briquette lighter fluid container),
fireworks, rags, piles of paper, or other material that may
create a fire or environmental hazard. We may remove from
such areas, without prior notice, items that we believe might
constitute a fire or environmental hazard. Because of carbon
monoxide risks, you may not run the motor of a vehicle inside
a garage unless the garage door is open to allow fumes to
escape.

8. NO SMOKE, FIRE, OR CARBON MONOXIDE DETECTORS.
No smoke, fire, or carbon monoxide detectors will be furnished
by us unless required by law.

9. GARAGE DOOR OPENER. If an enclosed garage is furnished,
you will and will not be provided with a garage door opener
and/or garage key. You will be responsible for maintenance
of any garage door opener, including battery replacement.
Transmitter frequency settings may not be changed on the
garage door or opener without our prior written consent.

10. SECURITY. Always remember to lock any door of a garage
or storage unit and any door between a garage and the
dwelling. When leaving, be sure to lock all keyed deadbolt
locks.

11. INSURANCE AND LOSS/DAMAGE TO YOUR PROPERTY.
You will maintain liability and comprehensive insurance
coverage for any vehicle parked or stored. We are not
responsible for pest control in such areas.

12. COMPLIANCE. As allowed by law, we may periodically open
and enter garages and storerooms to ensure compliance
with this addendum. In the event we enter the garage or
storerooms, we will comply with the notice provisions set
forth in the Lease Contract.

13. NO LOCK CHANGES, ALTERATIONS, OR IMPROVEMENTS.
Without our prior written consent, locks on doors of garages
and storage units may not be rekeyed, added, or changed,
and improvements, alterations, or electrical extensions or
changes to the interior or exterior of such areas are not
allowed. You may not place nails, screws, bolts, or hooks into
walls, ceilings, floors, or doors. Any damage not caused by us
or our representatives to areas covered by this addendum will
be paid for by you.

14. MOVE-OUT AND REMEDIES. Any items remaining after
you have vacated the dwelling will be removed, sold, or
otherwise disposed of according to the Lease Contract, which
addresses disposition or sale of property left in an abandoned
or surrendered dwelling. All remedies in the Lease Contract
apply to areas covered by this addendum.

15. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

SAMPLE
FORM



**MODERA WEST OWNERS' ASSOCIATION
SPANISH FORK, UTAH**

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, & RESTRICTIONS FOR
MODERA WEST
A PLANNED UNIT DEVELOPMENT**

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This Declaration of Protective Covenants, Conditions, & Restrictions for Modera West Owners' Association, an expandable residential project, is made as of the date of the recording in the Utah County Recorder's Office by Wood Springs, LLC, a Utah limited liability company which hereby assigns all declarant rights hereunder to Modera West, LC ("Declarant").

RECITALS

1. WOOD SPRINGS LLC 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 Modera West, initially made up of 228 housing units. 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 Modera West.
3. Modera West is not a cooperative.
4. To provide efficient management for Modera West and to preserve its value, desirability, and attractiveness, Declarant will incorporate a Utah nonprofit corporation called Modera West Owners' Association and Declarant delegates and assigns to such Association the powers of managing Modera West, 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 Modera West.
5. Declarant will hereafter hold and convey title to all of the property subject to the protective covenants, conditions and restrictions hereinafter set forth.
6. Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from exercising the Declarant Rights described herein or from retaining Declarant 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.

7. Neither Declarant nor the City shall be responsible for any adverse effects resulting from use of agricultural properties. Each Owner (or lessee), by accepting a deed to a lot (or by lease), acknowledges that:
 - a. the Project is located in the vicinity of agricultural properties;
 - b. Lots within the Project may be subject to adverse noise, odors, fumes, smells and physically airborne particulates caused by the operation and maintenance of other properties; and
 - c. pesticides, insecticides and fertilizers may drift over and disperse upon portions of the Project from time to time as a result of crop dusting activities on neighboring agricultural properties. Use of agricultural properties is a legal use of such other properties and should be expected to continue indefinitely.

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 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, reconstruction assessment, fine, or other charge.
- 1.3. **"Association"** shall mean Modera West 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. **"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, all easements running in favor of the Association and the improvements, fixtures situated within or upon said easements; all Common Areas 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 Modera West, LC, a Utah limited liability company, and its successors and assigns.
- 1.13. **Declarant Rights.** The Declarant Rights are those rights reserved for the benefit of the Declarant, its successors and assigns, and include, without limitation, the rights described in Article 18 herein. Except as otherwise specifically and expressly provided herein, the Declarant Rights may continue after the Turnover Date.
- 1.14. **"Design Guidelines"** shall mean the design and development guidelines and application and review procedures 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 Property.
- 1.15. **"Expansion Property"** shall mean real property that may be added to the Project by the Declarant by recording additional Plats.
- 1.16. **"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.
- 1.17. **"Institutional Mortgagee"** shall mean a Mortgagee which is a bank, or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any insurance company, any federal or state agency, or any other institution specified by the Board.
- 1.18. **"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. 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.

- 1.19. **"Lot"** shall mean each or any individual lot, apartment or condominium unit, or parcel as more particularly described in this Declaration, and any other lot, apartment or condominium unit, or parcel shown on any Plat to the extent such lots, apartment or condominium units, or parcels are part of the Property. References in the Declaration to a specific lot, condominium unit, or parcel shall refer to the particular lot, apartment or condominium unit, or parcel as set forth in this Declaration and, as applicable, on the Plat for such lots, apartment or condominium units, or parcels.
- 1.20. **"Member"** shall mean every individual or entity who qualifies for membership in the Association pursuant to ARTICLE 2, including Declarant.
- 1.21. **"Mortgage"** shall mean any duly recorded mortgage or deed of trust encumbering a Lot.
- 1.22. **"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.
- 1.23. **"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.
- 1.24. **"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 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.
- 1.25. **"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.
- 1.26. **"Permittees"** shall mean all Occupants and all other invitees of Occupants.
- 1.27. **"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.
- 1.28. **"Project"** shall mean all of the Property, together with all of the Buildings and other Improvements constructed thereon.

- 1.29. "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.
- 1.30. "Reinvestment Fee" shall mean a fee that obligates the buyer or seller of a Lot to pay the Association, upon and as a result of a transfer of the Lot, a fee that is dedicated to benefitting the Lot whether directly or through payment of Common Expenses or other expenses for which a Reinvestment Fee may be used under the law.
- 1.31. "Residence" shall mean and refer to any Residence situated in the Project which has its own principal access to the outside, 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, HVAC equipment, or other similar equipment or public utility lines or installations 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 except the Common Areas or Limited Common Areas.
- 1.32. "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.
- 1.33. "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.
- 1.34. "Utah Community Association Act" or the "Act" shall refer to the applicable provisions of the Community Association Act described in Utah Code 57-Sa-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. The Declarant's Class "B" Membership shall continue as long as the Declarant owns any property in the Project, regardless of whether turnover has occurred.
- 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 a quorum 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 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. Based on such estimate, 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 Individual Assessments against a Lot and its Owner for: (a) administrative costs and expenses incurred by the Board in enforcing the Governing Documents against the Owner or its Occupants; (b) costs associated with the maintenance, repair, or replacement of Common Areas caused by the neglect or actions of an Owner or its Occupants; (c) any other charge, fine, fee, expense, or cost designated as an Individual Assessment by the Board, including, without limitation, action taken to bring a Residence and its Owner into compliance with the Governing Documents; (d) nonpayment of a Reinvestment Fee; (e) costs of providing services to the Lot upon request of the Owner; and (f) attorney fees, court or collection costs, fines, and other charges relating to any of the foregoing, regardless of whether a lawsuit is filed. In addition, Individual Assessments may be levied against a Lot and its Owner specifically benefited by any improvements to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of

the Owner of the Lot to be charged. The aggregate amount of any such Individual Assessments shall be determined by the cost of such improvements, repairs, maintenance, or enforcement action, including all overhead and administrative costs and attorney fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be. Individual Assessments may be levied in advance of the performance of the work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to an Individual Assessment against the Lot(s) benefited, unless such work was necessitated by the Owner's or its Occupants' negligence.

- 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 or otherwise elected by the Declarant pursuant to 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.
- 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. However, in no instance shall the Declarant, its successors or assigns, be required to pay a Reinvestment Fee.

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-Sa-304.
 - c. The Association may, after giving notice and an opportunity to be heard in accordance with Utah Code 57-Sa-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. **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 residential purposes. No mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted.
- 5.2. **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.
- 5.3. **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 barbecue grills.

- 5.4. **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.
- 5.5. **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. accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials that constitute an eyesore as reasonably determined by the Board;
 - d. 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. 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.
- 5.6. **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.

- 5.7. **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 may be kept provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control. The Board may establish limits on the number of pets kept per Residence. In no instance shall the maximum number of pets allowed in a Residence exceed those permitted by City ordinance. No animal shall be used for breeding or commercial use within the Project. In no event shall any animal be permitted in any portions of the Common Area unless carried or on a leash. Each owner who keeps an animal on a Lot shall promptly remove all animal waste from the Common Areas. Each Owner who keeps an animal 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 animal in the Project. If an animal disturbs other Owners by barking or biting or in other ways becoming obnoxious, the Association will give notice to the Owner of such animal 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 animal in the Project and the animal shall be removed therefrom. Notwithstanding the foregoing, noise complaints regarding animals should be reported to the humane society, the police, or other officials and not to the Association.
- 5.8. **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.
- 5.9. **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.
- 5.10. **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.

5.11. **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.

5.12. **Lease Restrictions.**

- a. No less than 50% of the condominium homes may be owner-occupied.
- b. All Leases Subject to this Declaration. 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 and that the Board shall have authority to remedy any such default by all remedies available under the law including, without limitation, by legal action against the tenant. 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. No Residence shall be subjected to time interval ownership.
- c. Form of Leases. All leases shall be in writing.
- d. Owner to Provide Information Regarding Leases. Within ten (10) days of entering a lease, the Owner shall provide to the Board in writing each of the following:
 - i. The name(s) of all Tenants listed on the lease;
 - ii. The address of the Lot the tenant is leasing;
 - iii. The date the rental period begins or began;
 - iv. The contracted termination date of the lease;
 - v. A current telephone number and mailing address for the Owner;

The Owner shall notify the Board in writing of termination of any lease within ten (10) days of such termination.

- e. Restriction on the Number of Lots That May be Rented. No more than fifty percent (50%) of the Lots in the Project shall be rented at any given time. The right to rent shall survive a Transfer of the Lot.

The Board shall create procedures to determine and track the number of rentals in the Project and ensure consistent administration and enforcement of these rental restrictions. Such procedures

shall be made available to the Owners in a document describing the Association's rules or in another written document. In determining who shall be permitted to rent his Lot, the Board shall give first priority to the first request made in time, second priority to the second request made in time, and so forth. Notwithstanding the foregoing, the Board may refuse any Owner permission to rent if, at the time of the Owner's request, he has not paid all Assessments, fines, and fees charged against him by the Association.

The following shall be exempt from the rental restrictions contained in this Section 5.13(f):

- i. Any Owner in the military for the period of the Owner's deployment;
- ii. Any Lot occupied by an Owner's parent, child, or sibling;
- iii. Any Owner whose employer has relocated him for two years or less;
- iv. Any Lot owned by an entity that is occupied by an individual who (A) has voting rights under the entity's organizing documents; and (B) has a 25% or greater share of ownership, control, and right to profits and losses of the entity;
- v. Any Lot owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:
 1. a current resident of the Lot; or
 2. the parent, child, or sibling of the current resident of the Lot;
- vi. any Owner who occupies a Residence as his or her primary dwelling and leases an internal accessory dwelling unit within such Residence as described in and if permitted by Section 5.13(b) above.

5.13. 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.

5.14. 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.

5.15. 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.

- 5.16. **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).
- 5.17. **Garage(s):** Any garages located on the Project will be limited to vehicular storage.

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 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. **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 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;
- pay any real and personal property taxes and other charges assessed against the Common Areas unless the same are separately assessed to the Owners;
- c. obtain, for the benefit of the Common Areas, all water, gas and electric, refuse collections and other services;

- d. grant easements where necessary for utilities and sewer facilities over the Common Areas to serve the Property as provided herein;
 - e. 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;
 - f. 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;
 - g. establish and maintain a working capital and contingency fund in an amount to be determined by the Board;
 - h. have the power of entry upon any Lot where necessary in connection with construction, maintenance or repair for the benefit of the Common Areas, or the Owners;
 - i. at its sole discretion, provide trash pickup and disposal and snowplowing service for the benefit of the Owners and their Lots;
 - j. 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;
 - k. at its sole discretion, contract for communication services (e.g., cable television,
 - l. 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.
- 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. 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 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 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 in a clean, safe, and attractive condition at all times, including, without limitation, the landscaped areas, any Association-owned roadways, the sidewalks, and any guest parking areas;
 - b. maintain the exterior of each Residence which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, portions of exterior fences dividing adjoining Lots, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.
 - c. repair, restore, replace and make necessary improvements to the Common Areas;
 - d. maintain all drainage facilities and easements which constitute Common Areas in accordance with the requirements of any applicable flood control district;
 - e. cause the appropriate public utility to maintain any utility easements located within the Common Areas.
- 9.2. **Maintenance by Owner.** Every Owner shall:
- a. maintain all portions of such Owner's Lot, Residence, and Improvements thereto, other than such exterior portions that shall be maintained by the Association pursuant to Section 9.1(b) herein. The Owner shall maintain all portions of exterior fences appurtenant to his or her Lot other than those portions which shall be maintained by the Association pursuant to Section 9.1(b) herein. The Owner shall also maintain, without limitation, any 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. maintain the following Limited Common Areas and exteriors in a clean, safe, and attractive condition at all times, and in compliance with this Declaration, the Articles, Bylaws and the Association Rules: all driveways, porches, patios, enclosed decks, that are herein defined as Limited Common Areas and reserved exclusively for the Owner's Residence;
 - c. keep such Owner's Residence and Limited Common Areas free from trash and debris, and keep all lighting clean and functional;

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;

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, 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 Design Guidelines 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
 - b. Board or a committee selected by the Board for such purpose.
 - c. Such hearing shall be held not less than ten (10) nor more than thirty (30) days from the date of said notice.
 - d. 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.
 - e. 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.
 - f. 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 a 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 current and prior Board of Directors, the current and prior 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 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.
- 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, 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, 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 13 RIGHTS TO THE COMMON AREAS

- 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 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 15 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.
- 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 or the abandonment of his or her Lot.
- 13.3. 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 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 or 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 for the purpose of pedestrian traffic over, upon, and across the Common Areas and portions of each Lot; limited, however, to those portions of the foregoing 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, and across (1) the public streets and alleys now and hereafter abutting any portion of the Property; (2) Association-owned roads; (3) access points for ingress and egress; (4) the Common Areas; and (5) portions of the Lots; limited, however, to those portions of the foregoing 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.
- 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 benefited 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:
- a. are made for the direct, mutual and reciprocal benefit of the Owners, Occupants and Permittees of the respective Lots;
 - b. create mutual equitable servitudes upon each Lot in favor of the other Lots;
 - c. constitute covenants running with the land; and
 - d. 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 Party Walls of the two (2) Residences notwithstanding the fact that said 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 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. At all times on or prior to the Turnover Date, this Declaration may only 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
 - b. 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 or eliminated except with the prior written consent of the Declarant for a period of 20 years after the Turnover Date.

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. 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, whether or not a lawsuit or legal action has been filed. 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 five (5) days 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 Modera West on the _____ day of _____, 20____.

WOOD SPRINGS LLC
A Utah Limited Liability Company

BY: _____
Name: _____
Title: _____

STATE OF UTAH)
)SS:
COUNTY OF UTAH)

Subscribed and sworn before me this ____ day of _____, 20____.

Notary Public

Exhibit "A"

Commencing at the Northwest corner of Section the arc of said curve, 47.30 feet, having a central angle of 26°26'30" and a chord that bears South 22°27'58" East a distance of 46.88 feet; thence South 35°41'13" East a distance of 103.21 feet; to a point of curvature of a 99.50-foot radius tangent curve to the left; thence southeasterly along the arc of said curve, 120.42 feet, having a central angle of 69°20'38" and a chord that bears South 70°58' 47" East a distance of 113.20 feet; thence North 73°43'53" East a distance of 109.57 feet; to a point of curvature of a 98.00-foot radius tangent curve to the left; thence Northeasterly along the arc of said curve, 75.05 feet, having a central angle of 43°52'38" and a chord that bears North 51°47'22" East a distance of 73.23 feet; thence North 29°51'02" East a distance of 55.48 feet; to a point of curvature of a 134.00-foot radius tangent curve to the right; thence Northeasterly along the arc of said curve, 42.50 feet, having a central angle of 18°10'12" and a chord that bears North 38°56'08" East a distance of 42.32 feet; thence North 48°01'14" East a distance of 43.35 feet; to a point of curvature of a 20.00-foot radius non-tangent curve to the left; thence Northeasterly along the arc of said curve, 9.86 feet, having a central angle of 28°15'00" and a chord that bears North 33°53'44" East a distance of 9.76 feet; thence South 42°16'06" East along said west right-of-way a distance of 43.32 feet to a point of curvature of a 26.00-foot radius non-tangent curve to the left; thence Southwesterly along the arc of said curve, 16.29 feet, having a central angle of 35°53'30" and a chord that bears South 65°57'59" West a distance of 16.02 feet; thence South 48°11'30" West a distance of 46.70 feet; to a point of curvature of a 98.00-foot radius tangent curve to the left; thence southwesterly along the arc of said curve, 31.37 feet, having a central angle of 18°20'28" and a chord that bears South 39°01'16" West a distance of 31.24 feet; thence South 29°51'02" West a distance of 46.78 feet; to a point of curvature of a 131.00-foot radius tangent curve to the right; thence southwesterly along the arc of said curve, 83.41 feet, having a central angle of 36°28'53" and a chord that bears South 48°05'29" West a distance of 82.01 feet; thence South 16°30'13" East a distance of 1.85 feet; thence South 73°43' 45" West a distance of 338.84 feet; thence North 05°12'00" East a distance of 31.65 feet; thence South 81°38'01" West a distance of 518.42 feet; thence North 08°15'30" East a distance of 190.83 feet, more or less to the boundary of said Nursery Plat "A"; and running along the boundary of said Nursery Plat A subdivision boundary the following five (5) courses: 1) thence North 81°40'48" East a distance of 116.00 feet; 2) thence North 05°36'03" West a distance of 130.54 feet; 3) thence North 01°08'10" East a distance of 217.73 feet; 4) thence North 04°12'05" West a distance of 99.01 feet; 5) thence North 11°40'13" West a distance of 41.34 feet more or less to the point of beginning.

**EXHIBIT B
Bylaws**

**BYLAWS
OF
MODERA WEST OWNERS' ASSOCIATION
UTAH COUNTY, UTAH**

THESE BYLAWS OF MODERA WEST 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 MODERA WEST ("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 Modera West 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 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.

ARTICLE 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. Annual Meetings shall not be required prior to the Turnover Date but the Declarant may hold Annual Meetings at its discretion.
- 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. 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. **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 house of the President of the Board.
- 4.4. **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.
- 4.5. **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.

- 4.6. **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. This Section shall not apply prior to the Turnover date except to the extent required by Utah Code 57-8a-226(7)(b).
- 4.7. **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.
- 4.8. **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.
- 4.9. **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.
- 4.10. **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.

- 4.11. **Advisory Board Member.** Prior to the Turnover Date, the Declarant or the Board may identify an Owner or Owners to be an advisory member of the Board and participate in Board meetings and activities. Any advisory member shall not vote.
- 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 ____ day of _____, 20__.

WOOD SPRINGS LLC
A Utah Limited Liability Company

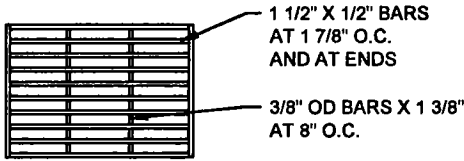
BY: _____
Name: _____
Title: _____

STATE OF UTAH)
)SS:
COUNTY OF UTAH)

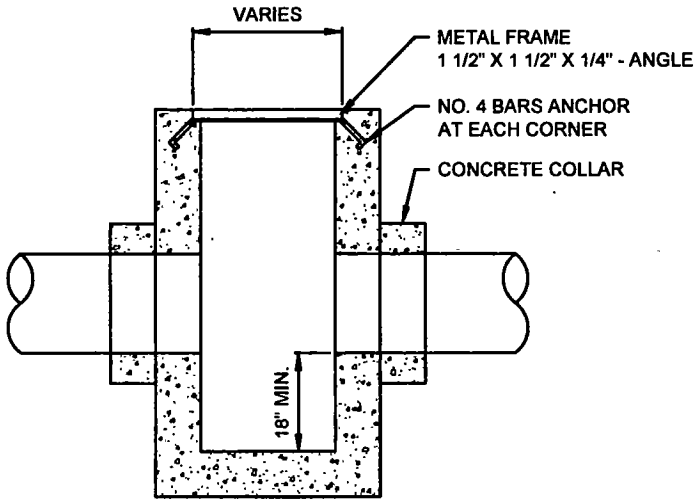
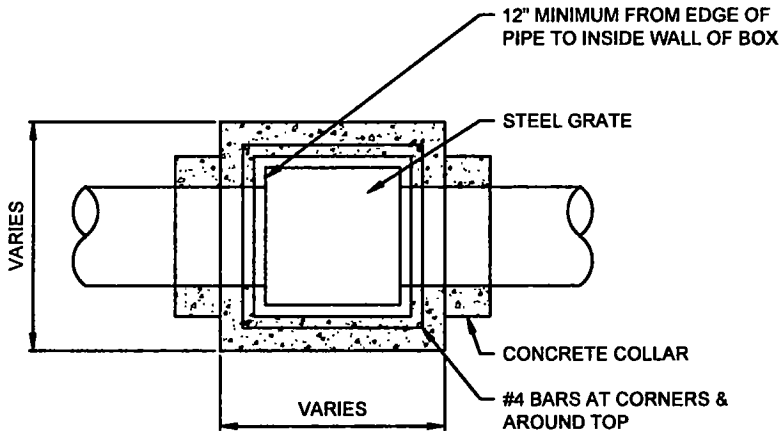
Subscribed and sworn before me this ____ day of _____, 20__.

Notary Public

Modera: SD Detail



STEEL GRATE



STANDARD CLEANOUT BOX

NOTES:

1. GRATE SHALL BE BICYCLE SAFE AND TRAFFIC RATED.
2. BOX SHALL BE SIZED ACCORDING TO TABLE ON STANDARD #29.



SPANISH FORK CITY
 40 SOUTH MAIN STREET
 SPANISH FORK, UT 84660
 (801) 804-4550

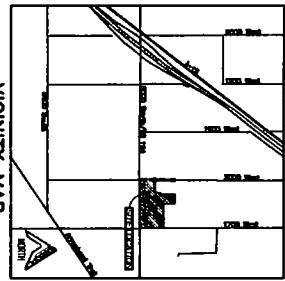
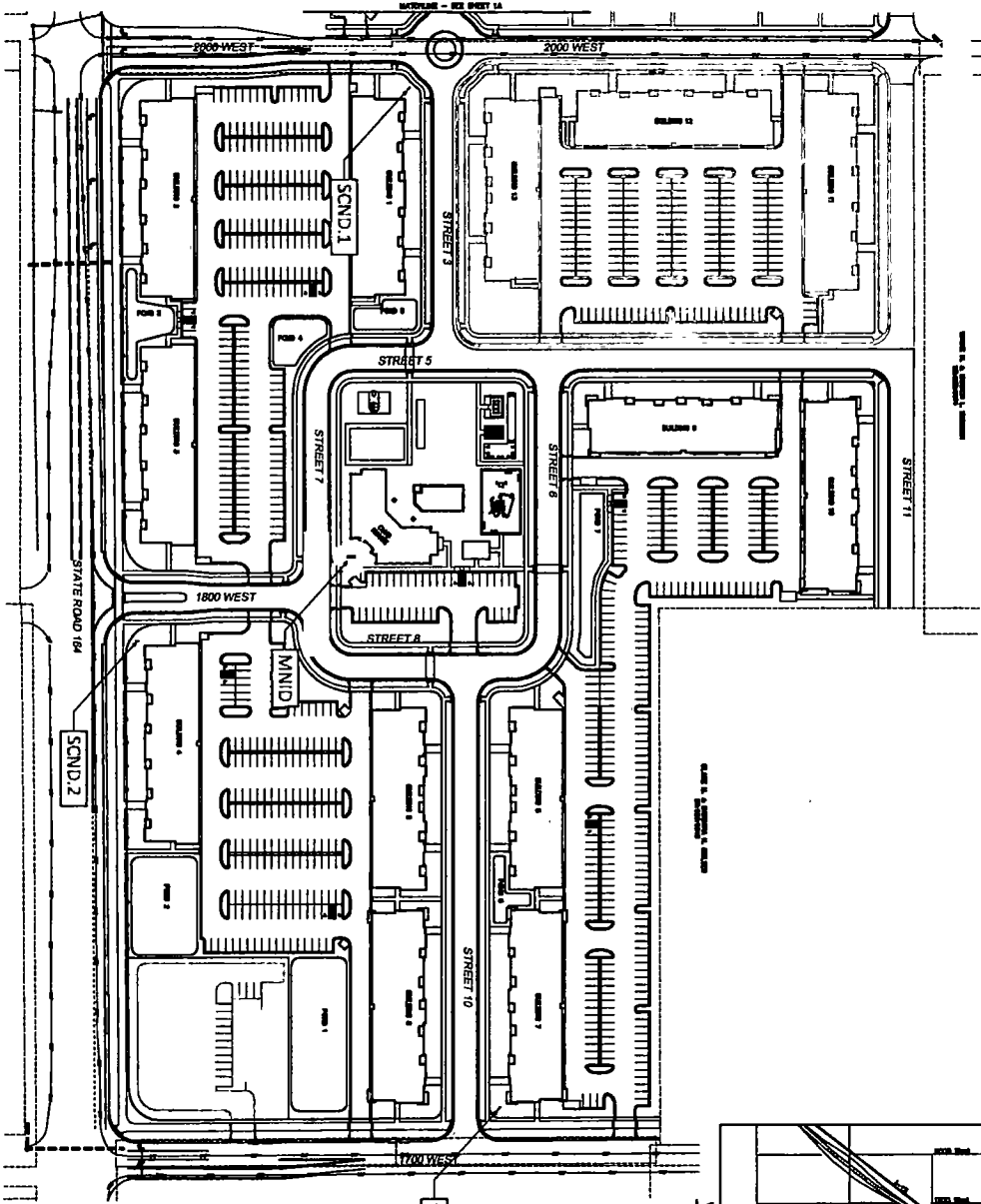
STANDARD DRAWING

CLEANOUT BOX

DRAWN	JLR
DESIGN	MHC
REVISION	
DATE	6/19/2018

SCALE
 NONE
 STANDARD
 SD-403

Modera East: Monument and Entry Sign Locations



SCALE: 1"=1800"

NORTH

- APPROVED
- APPROVED AS NOTED
- REVISE & RESUBMIT
- REJECTED

SIGNATURE

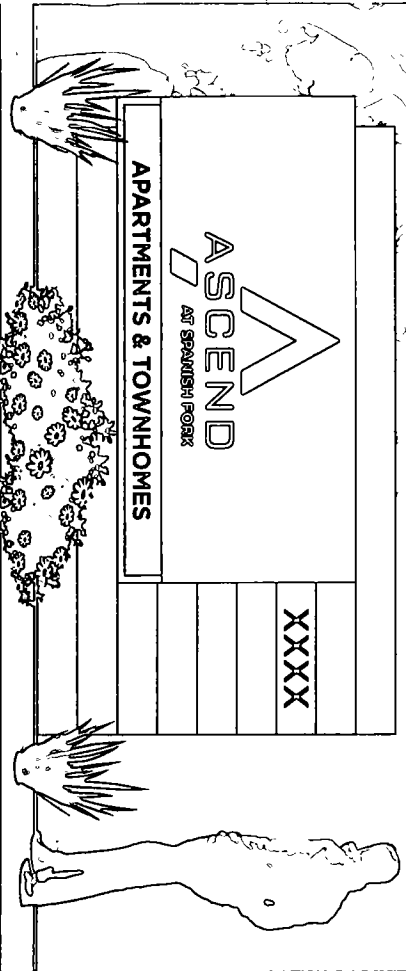
DHI COMMUNITIES | ASCEND AT SPANISH FORK APARTMENTS

PROJECT FILENAME: ASCEND AT SPANISH FORK 2232926

REV. DATE: 12/5/2023

Modera East: Monument Sign Design @ Clubhouse

DAY VIEW
SCALE: 1/2"=1'0"

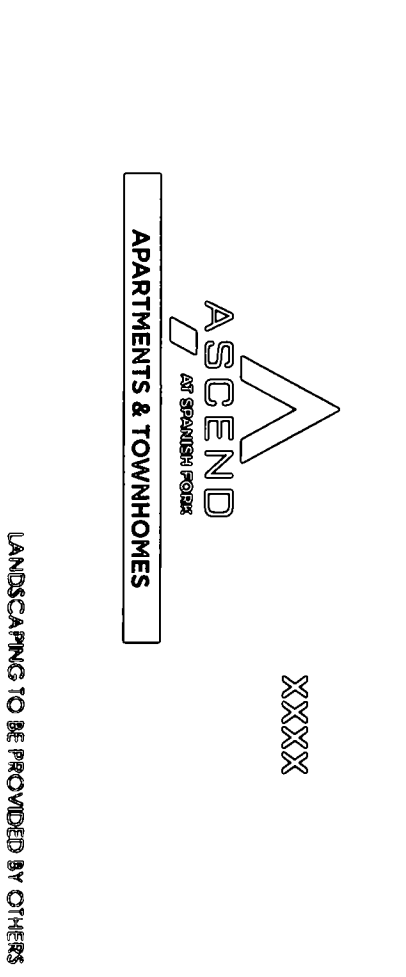


- APPROVED
- APPROVED AS NOTED
- REVISE & RESUBMIT
- REJECTED

DHI COMMUNITIES | ASCEND AT SPANISH FORK APARTMENTS

ENT 10416 2024 PG 191 of 212

NIGHT VIEW
SCALE: 1/2"=1'0"



LANDSCAPING TO BE PROVIDED BY OTHERS
PROJECT FILENAME: ASCEND AT SPANISH FORK 2232926

REV. DATE: 12/5/2023

Pg 4 of 12

NIGHT VIEW CAVEAT
THIS VIEW IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THE FINAL DESIGN. APPROVED LIGHTING CONDITIONS MUST BE PROVIDED.

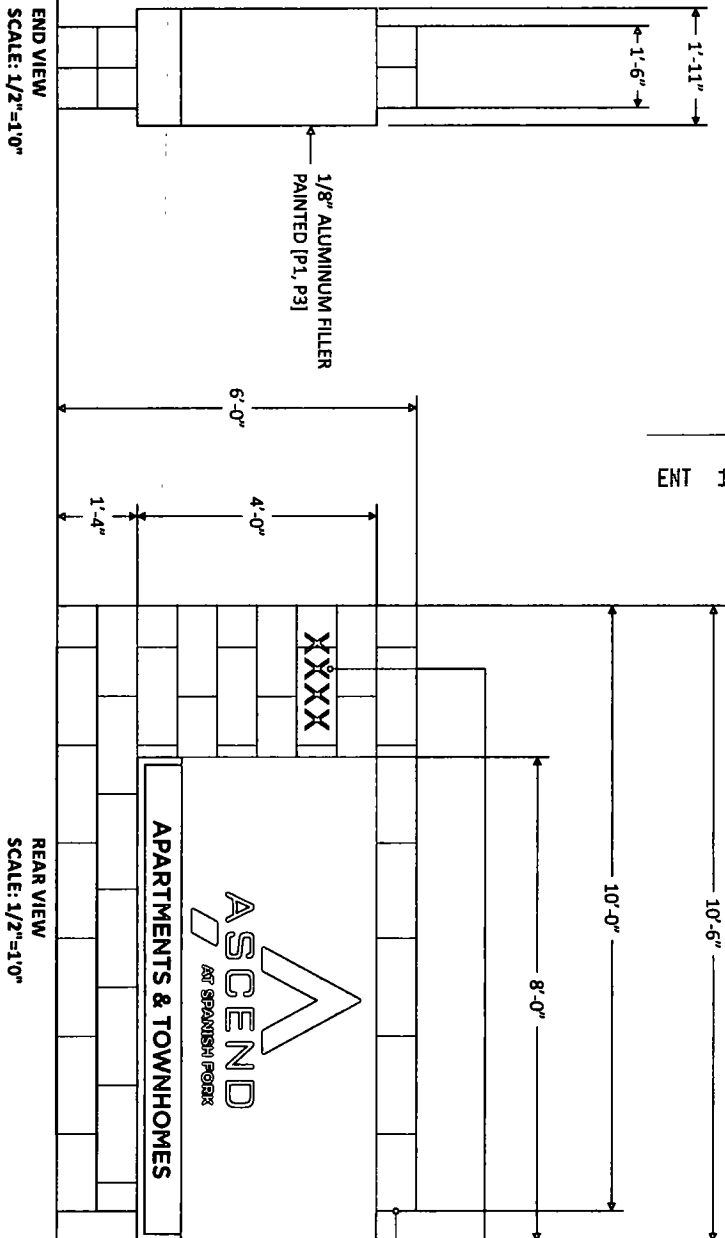
Other notes to check: All drawings are the property of the design firm and shall remain confidential. No part of these drawings shall be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the design firm.

Modera East: Entry Sign Detail

QTY. 1 DOUBLE FACE
SIGN FACE AREA: 32 SQ FT

DETAILS ATTACHED

ENT 10413 = 2024 PG 192 of 212



- DETAIL "A"
- ADDRESS: 3" DEEP FACE LIT TRIMLESS CHANNEL LETTERS
- SIDEWALLS PAINTED [P2]
- WITH BLACK DAY/NIGHT VINYL [V1]
- INFORMATION FORTHCOMING
- MONUMENT: 2 ROWS OF LIGHT COLOR
- SPLIT FACE CMU, FILLED WITH CONCRETE
- DETAIL "B"
- (QTY. 2) 3" DEEP CABINETS ON BOTH SIDES MADE OF
- 1 1/2" ALUMINUM FRAME WELDED ON ALL CORNERS PAINTED [P1,P3]
- BACKED WITH TRANSLUCENT LEXAN FACE
- W/ TRANSLUCENT VINYL VINYL [V2]
- WITH ALUMINUM FILLER ON END PAINTED [P1,P3] TO MATCH FACE
- LIT WITH 5,000K WHITE LEDS

SIGN INTENT
NOT TO SCALE

APPROVED
 APPROVED AS NOTED
 REVISE & RESUBMIT
 REJECTED

SIGNATURE:

I hereby certify that the above is a true and correct copy of the original design as submitted to the City of Modesto, California, for the purpose of obtaining a permit for the construction of the project described herein.

PROJECT FILENAME: ASCEND AT SPANISH FORK 2232926

REV. DATE: 12/5/2023

Pg 5 of 12

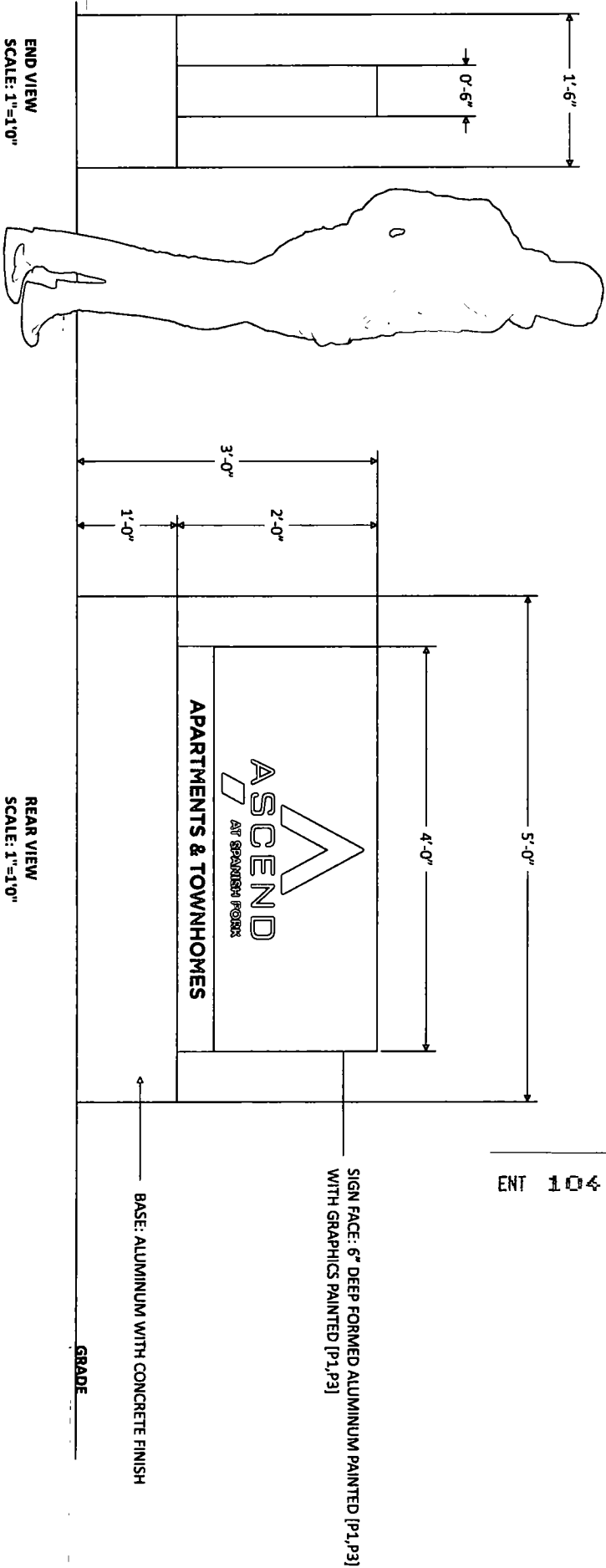
Modera East: Entry Sign Design @ Main Entry Locations

QTY. 1 DOUBLE FACE

SIGN FACE AREA: 8 SQ FT

DETAILS FORTHCOMING

ENT 10413 2024 PG 193 of 212



SAME IMAGE BOTH SIDES

- APPROVED
- APPROVED AS NOTED
- REVISE & RESUBMIT
- REJECTED

DATE:

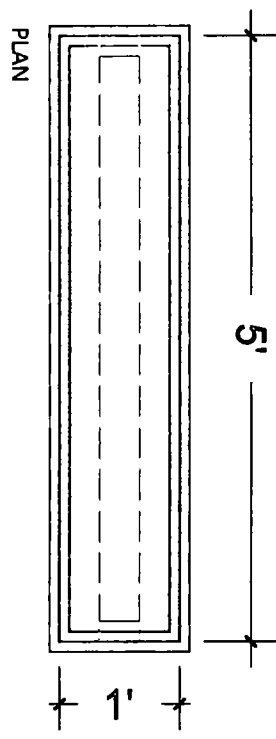
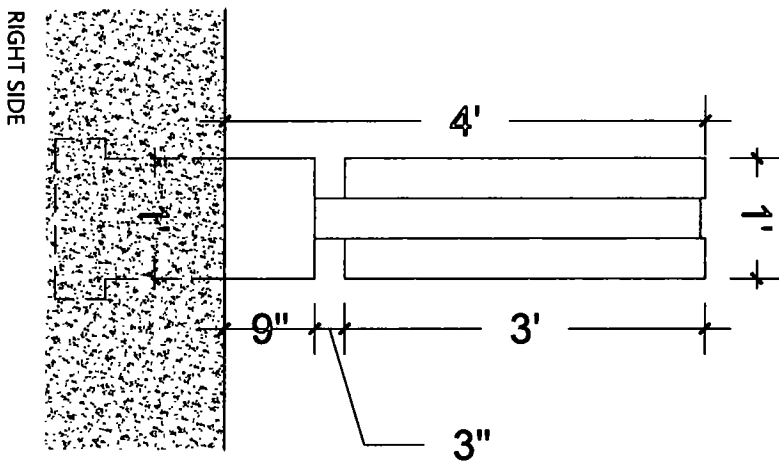
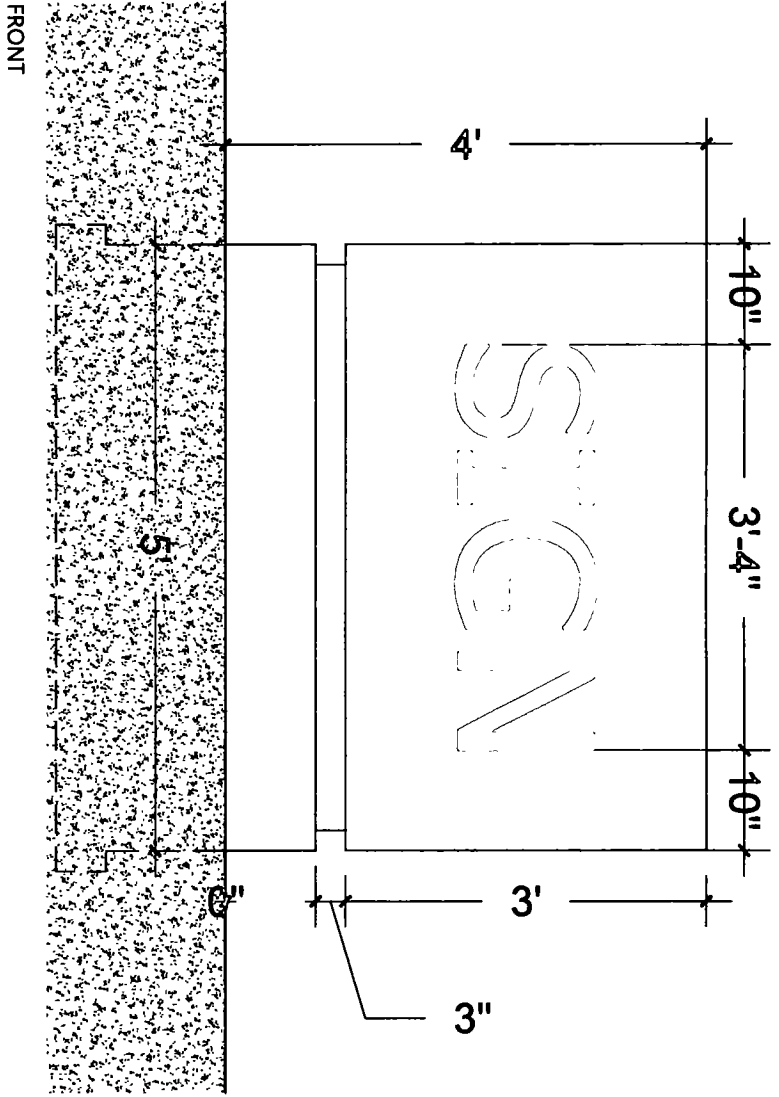
PROJECT FILENAME: ASCEND AT SPANISH FORK 2232926

DHI COMMUNITIES | ASCEND AT SPANISH FORK APARTMENTS

REV. DATE: 12/5/2023

Pg 10 of 12

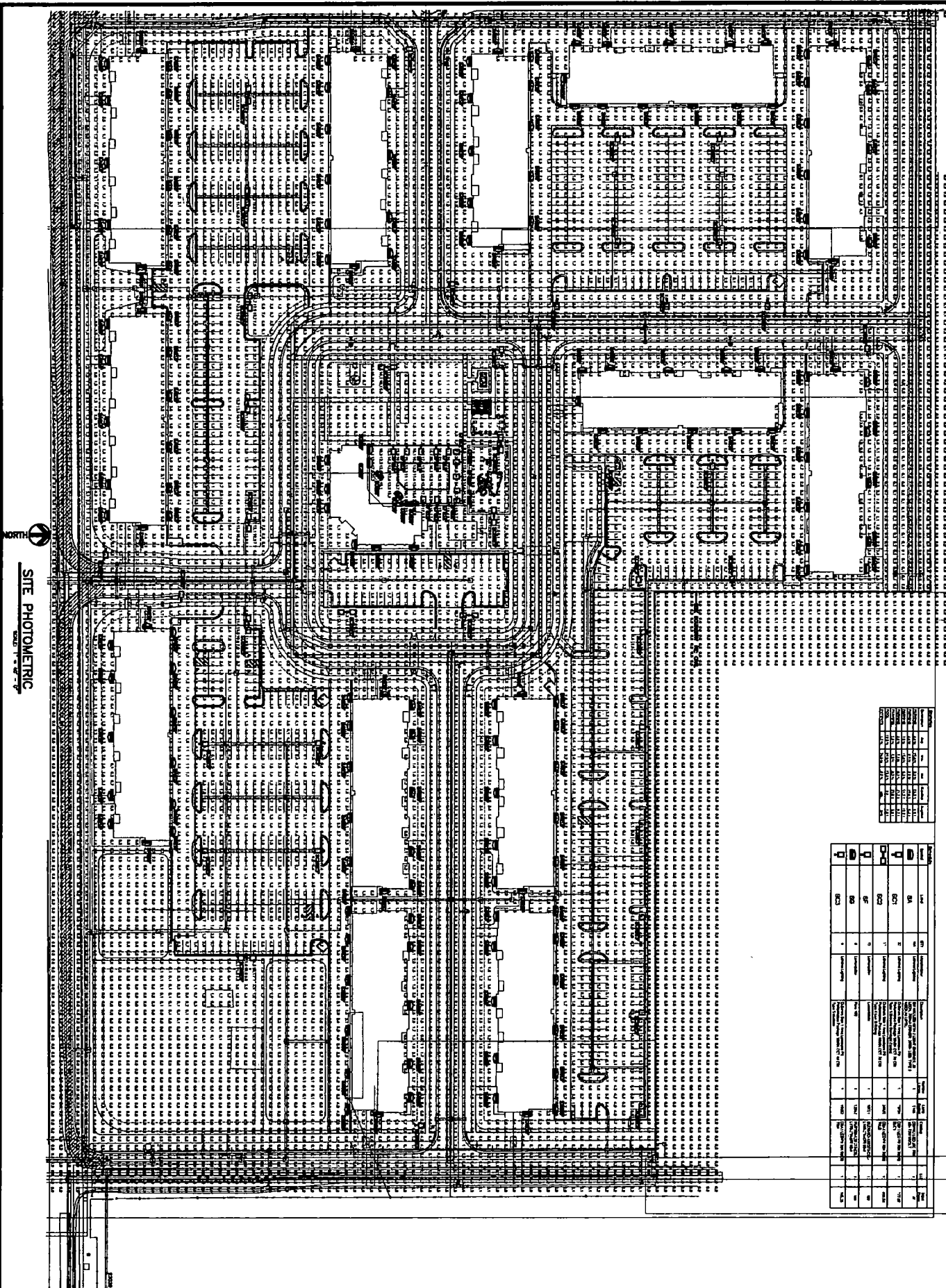
THIS DOCUMENT IS THE PROPERTY OF DHI COMMUNITIES. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION OF DHI COMMUNITIES.



MODERA WEST

19.12.2023

Modern East Photometric Plan



SITE PHOTOMETRIC

Area	Area (sq ft)	Area (sq ft)	Area (sq ft)	Area (sq ft)
1	10,000	10,000	10,000	10,000
2	10,000	10,000	10,000	10,000
3	10,000	10,000	10,000	10,000
4	10,000	10,000	10,000	10,000
5	10,000	10,000	10,000	10,000
6	10,000	10,000	10,000	10,000
7	10,000	10,000	10,000	10,000
8	10,000	10,000	10,000	10,000
9	10,000	10,000	10,000	10,000
10	10,000	10,000	10,000	10,000
11	10,000	10,000	10,000	10,000
12	10,000	10,000	10,000	10,000
13	10,000	10,000	10,000	10,000
14	10,000	10,000	10,000	10,000
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16	10,000	10,000	10,000	10,000
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18	10,000	10,000	10,000	10,000
19	10,000	10,000	10,000	10,000
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45	10,000	10,000	10,000	10,000
46	10,000	10,000	10,000	10,000
47	10,000	10,000	10,000	10,000
48	10,000	10,000	10,000	10,000
49	10,000	10,000	10,000	10,000
50	10,000	10,000	10,000	10,000

Area	Area (sq ft)	Area (sq ft)	Area (sq ft)	Area (sq ft)
1	10,000	10,000	10,000	10,000
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30	10,000	10,000	10,000	10,000
31	10,000	10,000	10,000	10,000
32	10,000	10,000	10,000	10,000
33	10,000	10,000	10,000	10,000
34	10,000	10,000	10,000	10,000
35	10,000	10,000	10,000	10,000
36	10,000	10,000	10,000	10,000
37	10,000	10,000	10,000	10,000
38	10,000	10,000	10,000	10,000
39	10,000	10,000	10,000	10,000
40	10,000	10,000	10,000	10,000
41	10,000	10,000	10,000	10,000
42	10,000	10,000	10,000	10,000
43	10,000	10,000	10,000	10,000
44	10,000	10,000	10,000	10,000
45	10,000	10,000	10,000	10,000
46	10,000	10,000	10,000	10,000
47	10,000	10,000	10,000	10,000
48	10,000	10,000	10,000	10,000
49	10,000	10,000	10,000	10,000
50	10,000	10,000	10,000	10,000

SE1

MODERA AT SPANISH FORK APARTMENTS
SPANISH FORK, UT

DESIGNED BY: **BELFAY ENGINEERING P.C.**
 2511 West 9th Ave. Ste. 200
 Denver, CO 80202
 Phone: (303) 852-8888
 Fax: (303) 852-8879
 www.belfay.com

DESIGNED FOR: **DEI COMMUNITIES**
 1000 17th St, Suite 1000
 Denver, CO 80202
 Phone: (303) 733-1111
 Fax: (303) 733-1112
 www.deicompanies.com

DATE: 08/20/2024
 SCALE: AS SHOWN
 SHEET: 195 OF 212

Modera East: Photometric Notes
 *specific details may change due to
 availability

D-Series Size 2 LED Wall Luminaire

Model: SA

Beam Spread: 30°

Dimensions: 12" H x 6" W x 2.5" D

Light Output: 1000 lumens

Color Temperature: 4000K

Beam Spread: 30°

Dimensions: 12" H x 6" W x 2.5" D

Light Output: 1000 lumens

Color Temperature: 4000K

Notes:
 1. See website for details.
 2. All Certified Solutions for details apply to the luminaire and its accessories. See luminaire website for details.

D-Series Size 1 LED Area Luminaire

Model: SC1, SC2, SC3

Beam Spread: 30°

Dimensions: 12" H x 12" W x 2.5" D

Light Output: 1000 lumens

Color Temperature: 4000K

Beam Spread: 30°

Dimensions: 12" H x 12" W x 2.5" D

Light Output: 1000 lumens

Color Temperature: 4000K

Notes:
 1. See website for details.
 2. All Certified Solutions for details apply to the luminaire and its accessories. See luminaire website for details.

D-Series Size 2 LED Wall Luminaire

Model: SA

Beam Spread: 30°

Dimensions: 12" H x 6" W x 2.5" D

Light Output: 1000 lumens

Color Temperature: 4000K

Beam Spread: 30°

Dimensions: 12" H x 6" W x 2.5" D

Light Output: 1000 lumens

Color Temperature: 4000K

Notes:
 1. See website for details.
 2. All Certified Solutions for details apply to the luminaire and its accessories. See luminaire website for details.

Interplay

Model: SC

Beam Spread: 30°

Dimensions: 12" H x 12" W x 2.5" D

Light Output: 1000 lumens

Color Temperature: 4000K

Beam Spread: 30°

Dimensions: 12" H x 12" W x 2.5" D

Light Output: 1000 lumens

Color Temperature: 4000K

Notes:
 1. See website for details.
 2. All Certified Solutions for details apply to the luminaire and its accessories. See luminaire website for details.

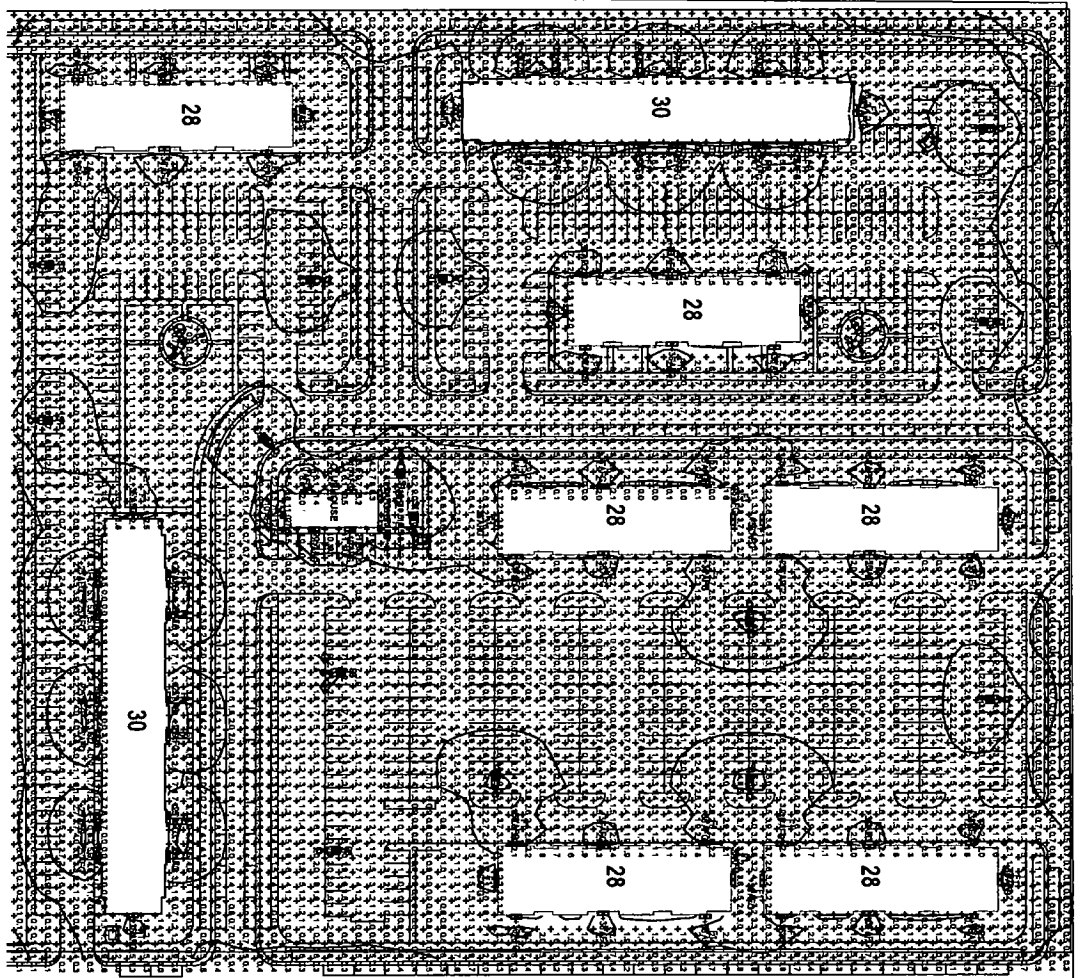
SE2

MODERA AT SPANISH FORK APARTMENTS
 SPANISH FORK, UT

DESIGNED BY
BELFAY ENGINEERING P.C.
 2011 West 9th Ave.
 Boulder, CO 80501
 TEL: (303) 442-8800
 FAX: (303) 442-8801
 WWW.BELFAYENGINEERING.COM

DESIGNED FOR
THE COMMUNITIES
 1234567890

DATE: 10/15/2024
 TIME: 10:00 AM
 PROJECT: MODERA AT SPANISH FORK APARTMENTS



1 SITE PHOTOMETRIC PLAN

NOTES

1. LIGHT FIXTURE LAYOUT INDICATED IN FOOT CANDLE PLAN

2. PHOTO-METRIC ANALYSIS

ANALYST	174 FC
MAXIMUM	274 FC
MINIMUM	N/A
AVERAGE	N/A
MINIMUM	2200

<p><input type="radio"/> NOT USED</p>	<p><input type="radio"/> NOT USED</p>	<p><input type="radio"/> NOT USED</p>												
<p><input type="radio"/> NOT USED</p>	<p><input type="radio"/> NOT USED</p>	<p><input checked="" type="radio"/> POLE BASE DETAIL</p>												
<p><input type="radio"/> NOT USED</p>	<p><input type="radio"/> NOT USED</p>	<p><input checked="" type="radio"/> POLE BASE DETAIL</p> <table border="1" data-bbox="1055 1354 1169 1438"> <thead> <tr> <th>POLE HEIGHT</th> <th>DEPTH</th> </tr> </thead> <tbody> <tr> <td>6'-0"</td> <td>2'-0"</td> </tr> <tr> <td>12'-0"</td> <td>3'-0"</td> </tr> <tr> <td>30'-0"</td> <td>4'-0"</td> </tr> <tr> <td>50'-0"</td> <td>5'-0"</td> </tr> <tr> <td>60'-0"</td> <td>6'-0"</td> </tr> </tbody> </table> <p>DEPTH 2'-0" SEE FIXTURE SCHEDULE FOR HEIGHT</p> <p>POLE COVER AND ANCHOR 2" GALV. STEEL CONNECTION AIR CHAMBER 2" GALV. BASE EXPOSED PORTION TO HAVE FINISHED FINISH PILING AS PER SITE PLAN</p> <p>2" GALV. STEEL SLEEVE 2" GALV. STEEL NUT 2" GALV. STEEL ANCHOR 2" GALV. STEEL CONNECTION AIR CHAMBER 2" GALV. BASE EXPOSED PORTION TO HAVE FINISHED FINISH PILING AS PER SITE PLAN</p> <p>SCALE 1/8" = 1'-0"</p>	POLE HEIGHT	DEPTH	6'-0"	2'-0"	12'-0"	3'-0"	30'-0"	4'-0"	50'-0"	5'-0"	60'-0"	6'-0"
POLE HEIGHT	DEPTH													
6'-0"	2'-0"													
12'-0"	3'-0"													
30'-0"	4'-0"													
50'-0"	5'-0"													
60'-0"	6'-0"													

NO.	DESCRIPTION	TYPE		HEIGHT	MOUNTING	REMARKS
		TYPE	HEIGHT			
1	RECESSED DOWN LIGHTS FOR OFFICE AND CONFERENCE ROOMS	LED	10'	10'	RECESSED	RECESSED DOWN LIGHTS FOR OFFICE AND CONFERENCE ROOMS

SITE LIGHTING FIXTURE SCHEDULE									
NO.	DESCRIPTION	TYPE		HEIGHT	MOUNTING	REMARKS			
		TYPE	HEIGHT						
1	RECESSED DOWN LIGHTS FOR OFFICE AND CONFERENCE ROOMS	LED	10'	10'	RECESSED	RECESSED DOWN LIGHTS FOR OFFICE AND CONFERENCE ROOMS			
2	RECESSED DOWN LIGHTS FOR OFFICE AND CONFERENCE ROOMS	LED	10'	10'	RECESSED	RECESSED DOWN LIGHTS FOR OFFICE AND CONFERENCE ROOMS			
3	RECESSED DOWN LIGHTS FOR OFFICE AND CONFERENCE ROOMS	LED	10'	10'	RECESSED	RECESSED DOWN LIGHTS FOR OFFICE AND CONFERENCE ROOMS			

DESCRIPTION

The Impact Elite family of wall luminaires is the ideal complement to site design. Incorporating modular LightSquares technology, the Impact Elite luminaire provides outstanding uniformity and energy-conscious illumination. Combined with a rugged construction, the Impact Elite luminaire is the ideal facade and security luminaire for zones surrounding schools, office complexes, apartments and recreational facilities. UL/cUL listed for wet locations.

Catalog #		Type
Project		
Comments		Date
Prepared by		

SPECIFICATION FEATURES

Construction

Heavy-wall, die-cast aluminum housing and removable hinged door frame for precise tolerance control and repeatability. Hinged door inset for clean mating with housing surface and secured via two captive fasteners. Optional tamper-resistant Torx™ head fasteners offer vandal resistant access to the electrical chamber.

Optics

Choice of 10 patented, high-efficiency AccuLED Optics™ distributions. Optics are precisely designed to shape the light output, maximizing efficiency and application spacing. AccuLED Optics technology creates consistent distributions with the scalability to meet customized application requirements. Offered Standard in 4000K (+/- 275K) CCT and minimum 70 CRI. Optional 3000K, 5000K and 5700K CCT.

Electrical

LED drivers mount to die-cast aluminum-back housing for optimal heat sinking, operation efficacy, and prolonged life. Standard drivers feature electronic universal voltage (120-277V 50/60Hz), 347V 60Hz or 480V 60Hz operation, greater than 0.9 power factor, less than 20% harmonic distortion, and are suitable for operation in -40°C to 40°C ambient environments. All fixtures are shipped standard with 10kV/10kA common – and differential – mode surge protection. LightSquares feature an IP66 enclosure rating and maintain greater than 90% lumen maintenance at 60,000 hours per IESNA TM-21. Emergency egress options for -20°C ambient environments and occupancy sensor available.

Mounting

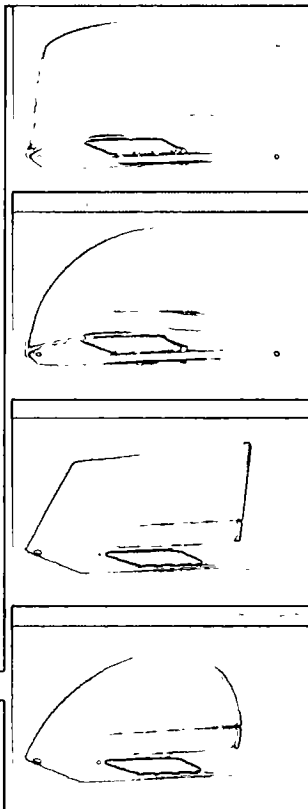
Gasketed and zinc plated rigid steel mounting attachment fits directly to 4" j-box or wall with the Impact Elite "Hook-N-Lock" mechanism for quick installation. Secured with two captive corrosion resistant black oxide coated allen head set screws concealed but accessible from bottom of fixture.

Finish

Cast components finished in a five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Standard colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available. Consult the McGraw-Edison Architectural Colors brochure for the complete selection.

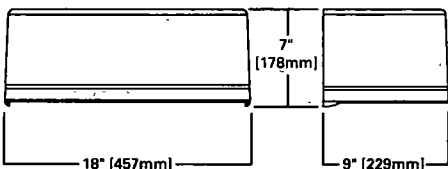
Warranty

Five-year warranty.

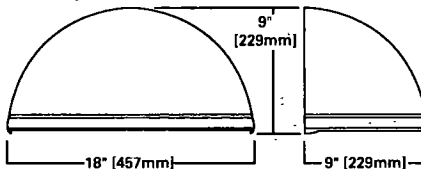


DIMENSIONS

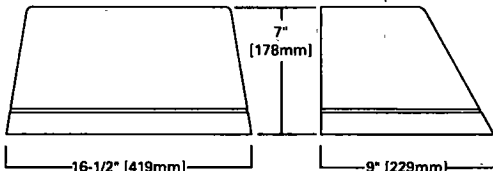
Cylinder



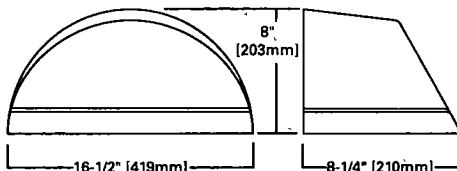
Quarter Sphere



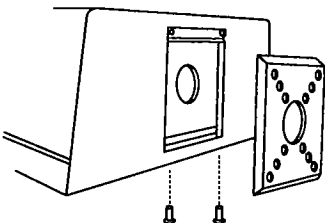
Trapezoid



Wedge



HOOK-N-LOCK MOUNTING



**ISC/ISS/IST/ISW
IMPACT ELITE LED**

**1 LightSquare
Solid State LED**

WALL MOUNT LUMINAIRE

CERTIFICATION DATA

UL/cUL Listed
LM79 / LM80 Compliant
IP66 LightSquare
DesignLights Consortium® Qualified*
ISO 9001

ENERGY DATA

Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120-277V/50 & 60Hz, 347V/60Hz,
480V/60Hz
-40°C Minimum Temperature
40°C Ambient Temperature Rating

SHIPPING DATA

Approximate Net Weight:
18 lbs. (8 kgs.)



*www.designlights.org



TD514030EN
October 19, 2020 11:52 AM

POWER AND LUMENS

1 LightSquare (AF)		Cylinder (ISC) and Quarter Sphere (ISS)						Trapezoid (IST) and Wedge (ISW)					
Drive Current (mA)		350	450	600	800	1000	1200	350	450	600	800	1000	1200
Power (Watts)	120-277V	20.3	25.5	33.4	43.9	55.1	66.2	20.3	25.5	33.4	43.9	55.1	66.2
Current (A)	120V	0.17	0.22	0.29	0.38	0.48	0.56	0.17	0.22	0.29	0.38	0.48	0.56
	277V	0.09	0.10	0.13	0.17	0.21	0.25	0.09	0.10	0.13	0.17	0.21	0.25
Power (Watts)	347V or 480V	23.3	28.7	36.6	49.5	60.7	70.1	23.3	28.7	36.6	49.5	60.7	70.1
Current (A)	347V	0.07	0.08	0.11	0.15	0.18	0.21	0.07	0.08	0.11	0.15	0.18	0.21
	480V	0.05	0.06	0.08	0.11	0.13	0.16	0.05	0.06	0.08	0.11	0.13	0.16
Optics													
T2	Lumens	2,390	3,001	3,915	4,901	5,793	6,592	2,555	3,208	4,185	5,239	6,193	7,047
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U1-G1	B1-U1-G1	B1-U1-G1	B1-U1-G1	B1-U1-G2	B1-U1-G2
T3	Lumens	2,440	3,063	3,996	5,001	5,912	6,728	2,561	3,216	4,195	5,251	6,207	7,063
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U1-G1	B1-U1-G1	B1-U1-G1	B1-U1-G1	B1-U1-G2	B1-U1-G2
T4FT	Lumens	2,414	3,031	3,955	4,950	5,851	6,658	2,589	3,250	4,240	5,308	6,274	7,139
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U1-G1	B1-U1-G1	B1-U1-G1	B1-U1-G2	B1-U1-G2	B1-U1-G2
T4W	Lumens	2,441	3,065	3,998	5,004	5,916	6,732	2,557	3,211	4,189	5,244	6,198	7,053
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U1-G1	B1-U1-G1	B1-U1-G1	B1-U1-G2	B1-U1-G2	B1-U1-G2
SL2	Lumens	2,309	2,899	3,782	4,734	5,596	6,368	2,469	3,100	4,044	5,062	5,983	6,809
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U1-G1	B1-U1-G1	B1-U1-G1	B1-U1-G1	B1-U1-G2	B1-U1-G2
SL3	Lumens	2,271	2,851	3,719	4,656	5,503	6,262	2,419	3,038	3,963	4,961	5,864	6,673
	BUG Rating	B0-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B0-U1-G1	B1-U1-G1	B1-U1-G1	B1-U1-G1	B1-U1-G2	B1-U1-G2
SL4	Lumens	2,158	2,710	3,535	4,425	5,230	5,951	2,286	2,870	3,744	4,686	5,539	6,303
	BUG Rating	B0-U0-G1	B0-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B0-U1-G1	B0-U1-G1	B1-U1-G1	B1-U1-G2	B1-U1-G2	B1-U1-G2
SLL/SLR	Lumens	2,036	2,555	3,334	4,174	4,934	5,614	2,204	2,767	3,610	4,519	5,341	6,078
	BUG Rating	B0-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U1-G1	B1-U1-G1	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2
RW	Lumens	2,435	3,057	3,987	4,992	5,900	6,715	2,521	3,168	4,130	5,170	6,111	6,954
	BUG Rating	B1-U0-G0	B2-U0-G0	B2-U0-G1	B2-U0-G1	B2-U0-G1	B3-U0-G1	B1-U1-G1	B2-U1-G1	B2-U1-G1	B2-U1-G1	B2-U1-G1	B3-U1-G1

LUMEN MAINTENANCE

Current	Ambient Temperature	25000 Hours*	50000 Hours*	60000 Hours*	100000 Hours*	Theoretical L70 (Hours)*
Up to 1.2A	Up to 40°C	>95%	>91%	>90%	>83%	204,000

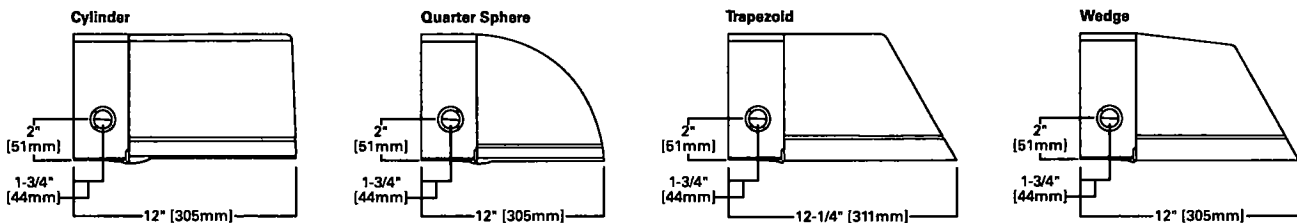
*Data calculated based on TM-21 calculator

LUMEN MULTIPLIER

Ambient Temperature	Lumen Multiplier
10°C	1.02
15°C	1.01
25°C	1.00
40°C	0.99

ENT 10413:2024 PG 202 of 212

THRUWAY BACK BOX



CONTROL OPTIONS

0-10V

This fixture is offered standard with 0-10V dimming driver.

Photocontrol (PC1, PC2 and PER7)

Optional button-type photocontrol provides a flexible solution to enable "dusk-to-dawn" lighting by sensing light levels.

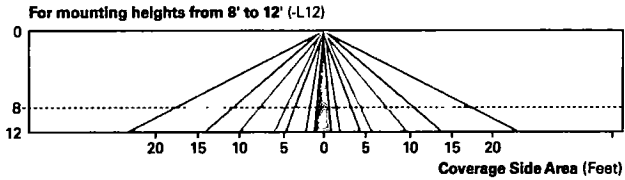
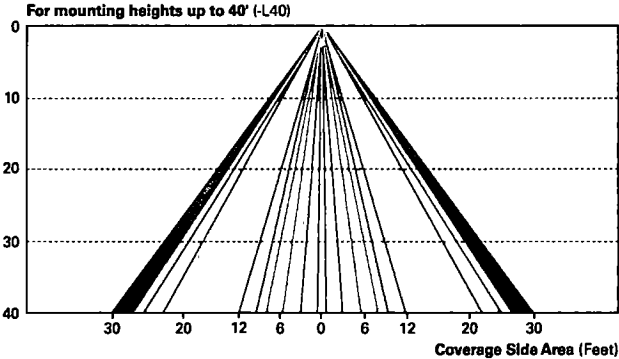
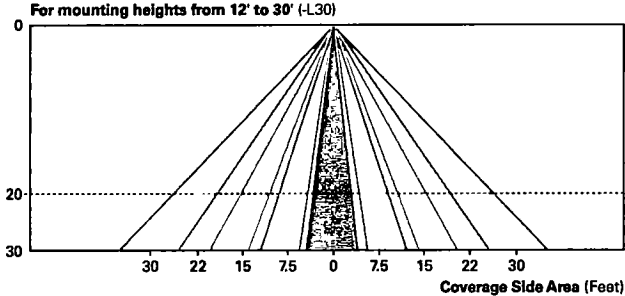
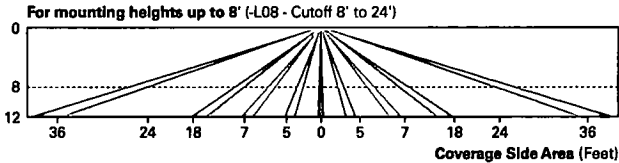
After Hours Dim (AHD)

This feature allows photocontrol-enabled luminaires to achieve additional energy savings by dimming during scheduled portions of the night. The dimming profile will automatically take effect after a "dusk-to-dawn" period has been calculated from the photocontrol input. Specify the desired dimming profile for a simple, factory-shipped dimming solution requiring no external control wiring. Reference the After Hours Dim supplemental guide for additional information.

Dimming Occupancy Sensor (MS/DIM-LXX)

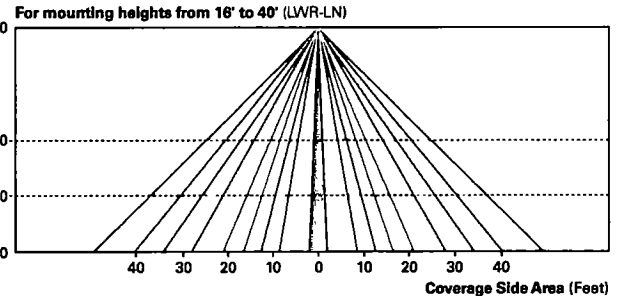
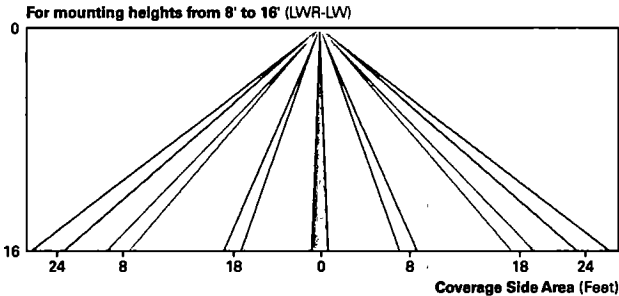
These sensors are factory installed in the luminaire housing. When the MS/DIM-LXX sensor option is selected, the occupancy sensor is connected to a dimming driver and the entire luminaire dims when there is no activity detected. When activity is detected, the luminaire returns to full light output. The MS/DIM sensor is factory preset to dim down to approximately 50 percent power with a time delay of five minutes.

These occupancy sensors includes an integral photocell that can be activated with the FSIR-100 accessory for "dusk-to-dawn" control or daylight harvesting -- the factory preset is OFF. The FSIR-100 is a wireless tool utilized for changing the dimming level, time delay, sensitivity and other parameters. A variety of sensor lens are available to optimize the coverage pattern for mounting heights from 8'-40'.



Enlighted Wireless Control and Monitoring System (LWR-LW and LWR-LN)

Enlighted is a connected lighting solution that combines a broad selection of energy-efficient LED luminaires with a powerful integrated wireless sensor system. The sensor controls the lighting system in compliance with the latest energy codes and collects valuable data about building performance and use. Software applications turn the granular data into information through energy dashboards and specialized apps that make it simple and help optimize the use of building resources, beyond lighting.



WaveLinx Wireless Outdoor Lighting Control Module (WOLC-7P-10A)

The 7-pin wireless outdoor lighting control module enables WaveLinx to control outdoor area, site and flood lighting. WaveLinx controls outdoor lighting using schedules to provide ON, OFF and dimming controls based on astronomic or time schedules based on a 7 day week.



Cooper Lighting Solutions
1121 Highway 74 South
Peachtree City, GA 30269
P 770-489-4800
www.cooperlighting.com

Specifications and dimensions subject to change without notice.

ORDERING INFORMATION

Sample Number: ISC-AF-1200-LED-E1-T3-BZ

Product Family ¹	Light Engine	Drive Current	Lamp Type	Voltage	Distribution	Color
ISC=Impact Elite LED Small Cylinder ISS=Impact Elite LED Small Quarter Sphere IST=Impact Elite LED Small Trapezoid ISW=Impact Elite LED Small Wedge	AF=(1) LightSquare	350=Drive Current Factory Set to 350mA 450=Drive Current Factory Set to 450mA 600=Drive Current Factory Set to 600mA 800=Drive Current Factory Set to 800mA 1000=Drive Current Factory Set to 1000mA 1200=Drive Current Factory Set to 1200mA ²	LED=Solid State Light Emitting Diodes	E1=Electronic (120-277V) 347=347V ² 480=480V ^{2,3}	T2=Type II T3=Type III T4FT=Type IV Forward Throw T4W=Type IV Wide SL2=Type II w/Spill Control SL3=Type III w/Spill Control SL4=Type IV w/Spill Control SLL=90° Spill Light Eliminator Left SLR=90° Spill Light Eliminator Right RW=Rectangular Wide Type I	AP=Grey BZ=Bronze BK=Black DP=Dark Platinum GM=Graphite Metallic WH=White
Options (Add as Suffix)			Accessories (Order Separately) ¹⁴			
7027=70 CRI / 2700K CCT ⁴ 7030=70 CRI / 3000K CCT ⁴ 7050=70 CRI / 5000K CCT ⁴ 7060=70 CRI / 5700K CCT ⁴ 8030=80 CRI / 3000K CCT ⁴ AMB=Amber 590nm ^{22,23} PER7=NEMA 7-PIN Twistlock Photocontrol Receptacle ^{2,5,6} P=Button Type Photocontrol (Available in 120, 208, 240 or 277V. Must Specify Voltage) ^{2,6} HA=50°C High Ambient ⁷ AHD145=After Hours Dim, 5 Hours, 50% ⁸ AHD245=After Hours Dim, 6 Hours, 50% ⁸ AHD255=After Hours Dim, 7 Hours, 50% ⁸ AHD355=After Hours Dim, 8 Hours, 50% ⁸ MS/DIM-LXX=Motion Sensor for Dimming Operation ^{9,10,11} LWR-LW=Enlighted Wireless Sensor, Wide Lens for 8' - 16' Mounting Height ^{6,11,12} LWR-LN=Enlighted Wireless Sensor, Narrow Lens for 16' - 40' Mounting Height ^{6,11,12} CBP=Battery Pack with Back Box, Cold Weather Rated ^{13,21} CBP-CEC=Battery Pack with Back Box, Cold Weather Rated, CEC compliant ¹³ LCF=LightSquare Trim Plate Matches Housing Finish HSS=Factory Installed House Side Shield ¹⁴ ULG=Uplight Glow ^{5,6} TR=Tamper Resistant Hardware X=Driver Surge Protection (6kV) Only ¹⁵ ZW=WaveLinX-enabled 4-PIN Twistlock Receptacle ^{15,18} ZD=WaveLinX Module with DALI driver and 4-PIN Receptacle ^{15,18} SWPD4XX=WaveLinX Sensor Only, 7'-15' ^{14,20} SWPD5XX=WaveLinX Sensor Only, 15'-40' ^{14,20}			MA1253=10kV Circuit Module Replacement MA1254-XX=Thruway Back Box - Impact Elite Trapezoid MA1255-XX=Thruway Back Box - Impact Elite Cylinder MA1256-XX=Thruway Back Box - Impact Elite Quarter Sphere MA1257-XX=Thruway Back Box - Impact Elite Wedge FSIR-100=Wireless Configuration Tool for Occupancy Sensor WOLC-7P-10A=WaveLinX Outdoor Control Module (7-pin) ^{17,18} SWPD4-XX=WaveLinX Wireless Sensor, 7' - 15' Mounting Height ^{14,15,16,20} SWPD5-XX=WaveLinX Wireless Sensor, 15' - 40' Mounting Height ^{14,15,16,20}			

NOTES:

1. Standard 4000K CCT and greater than 70 CRI
2. Not available with ULG option.
3. Only for use with 480V Wye systems Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems)
4. Extended lead times apply
5. Not available with ISS or ISW
6. Not available with LWR-XX or MS/DIM-LXX
7. Suitable for 50°C provided no options other than motion sensor are included and driver output set to 1 A or less
8. Requires the use of P photocontrol or the PER7 photocontrol receptacle with photocontrol accessory. Not available with 350mA drive current. See After Hours Dim supplemental guide for additional information.
9. Specify lens in place of XX. Round to next highest option based on mounting height. Available options are 08, 20 and 40W
10. The FSIR-100 configuration tool is required to adjust parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Cooper Lighting Solutions for more information.
11. Includes integral photocell.
12. Enlighted wireless sensors are factory installed and requiring network components in appropriate quantities. See www.cooperlighting.com for Enlighted application information.
13. Battery pack with back box rated for operating temperature of -20°C to +40°C. Operates downlight for 90-minutes.
14. Only for use with SL2, SL3 and SL4 distributions. The LightSquare trim plate is painted black when the HSS option is selected
15. Removes additional surge module
16. Replace XX with sensor color (WH, BZ, or BK)
17. Requires PER7
18. Cannot be used in conjunction with photocontrol or other controls systems (P, R, MS, LWR).
19. WAC Gateway required to enable field-configurability: Order WAC-PoE and WPOE-120 (10V to PoE injector) power supply if needed.
20. Requires ZW or ZD receptacle
21. Must specify 120V or 277V
22. Amber 590nm +/-5nm. Choose drive current 450 (nominal), actual drive current provided is 500mA. Available with SL2, SL3 and SL4 optics
23. Not available with HA option.



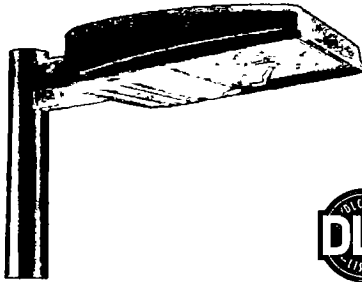
Cooper Lighting Solutions
 1121 Highway 74 South
 Peachtree City, GA 30269
 P. 770-495-4800
www.cooperlighting.com

Specifications and dimensions subject to change without notice

VP-S STRIKE

Viper (Small)

SITE/ROADWAY



FEATURES

- The Beacon Viper luminaire is available in two sizes with a wide choice of different LED wattage configurations and optical distributions designed to replace HID lighting up to 1000W MH or HPS and with 4 different mounting options for application in a wide variety of new and existing installations.
- Each Viper luminaire is supplied with an one piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
- A thermal circuit, LIFESHIELD™, shall protect the luminaire from excessive temperature by interfacing with the 0-10V dimmable drivers to reduce drive current as necessary.
- Aluminum thermal clad board with 0.062" thick aluminum base layer, thermally conductive dielectric layer, 0.0014" thick copper circuit layer circuit layer designed with copper pours to minimize thermal impedance across dielectric.

ORDERING INFORMATION

VPS								
SERIES	LED ENGINE	CCT/CRI	ROTATION	VOLTAGE	COLOR	OPTIONS		
VPS Viper	24L-55 55W, LED array	3K7 3000K, 70 CRI	Leave blank for no rotation	UNV 120-277V	DBT Dark Bronze Textured	F Fusing		
	36L-65 65W, LED array	4K7 4000K, 70 CRI	L ⁶ Optic rotation left	120 120V	BMT Black Matte Textured	BSP Bird Spikes		
	36L-80 80W, LED array	5K7 5000K, 70 CRI	R ⁶ Optic rotation right	208 208V	PS Platinum Silver Smooth	BC Backlight control (limited to Type 4W only)		
	48L-110 110W, LED array	DISTRIBUTION FR Type 1/Front Row 2 Type 2 3 Type 3 4 Type 4 4W Type 4 Wide 5QM Type 5QM 5R Type 5R (rectangular) 5W Type 5W (round wide)		240 240V	WHT White Textured			
	60L-136 136W, LED array			277 277V	CC Custom Color (RAL#)			
			MOUNTING A Rectangular Arm (formerly RA) MAF Mast Arm Fitter (formerly SF2) K Knuckle (formerly PK2) limit to 45° tilt WB Wall Bracket ADSQ Universal Arm for square pole AD34 Universal Arm for 2.4"-4.1" round pole AD45 Universal Arm for 4.2" to 5.3" round pole AD56 Universal Arm for 5.5" to 6.5" round pole		347 347V			
					480 480V			

HOUSE SIDE SHIELD ACCESSORIES

- HSS/VP-S/90-FB/XXX 90° shield front or back
- HSS/VP-S/90-LR/XXX 90° shield left or right
- HSS/VP-S/180-FB/XXX 180° shield front or back
- HSS/VP-S/180-LR/XXX 180° shield left or right
- HSS/VP-S/270-FB/XXX 270° shield front or back
- HSS/VP-S/270-LR/XXX 270° shield left or right
- HSS/VP-S/360/XXX Full shield

(Replace XXX with notation for desired finish color)
(Refer to page 5 for shield images)

¹ Not available with other wireless control or sensor options
² Specify mounting height; 8'-0" or less, 40'-9" to 40'
³ Specify routine setting code (example GENI-04). See EMERGENI brochure and instructions for setting table and options. Not available with sensor or SiteSync options.
⁴ Specify group and zone at time of order. See www.hubbelling.com/sitesync for further details. Order at least one SiteSync interface Accessory SWUSB or SWTAB. Each option contains SiteSync License, GUI, and Bridge Node
⁵ Only available with 1A, 2, 3, 4, 4W and 5R distributions
⁶ Order at least one SCP-REMOTE per project location to program and control

DesignLights Consortium qualified. Consult DLC website for more details: <http://www.designlights.org/QPL>

CONTROL OPTIONS

- 7PR 7-Pin Receptacle only (shorting cap, photo control, or wireless control provided by others)
- 7PR-SC 7-Pin Receptacle w/Shorting Cap
- 7PR-TL 7-Pin Receptacle w/Twist Lock photo control
- SCP/_F^{1,2,6} Programmable Occupancy Sensor w/ daylight control (120-277 volts only)
- GENI-XX³ EMERGENI
 - SWF¹ SiteSync Field Commission
 - SWFM^{1,2} SiteSync Field Commission w/ Sensor
 - SWP^{1,4} SiteSync Pre-Commission
 - SWPM^{1,2,4} SiteSync Pre-Comm w/ Sensor

Accessories and Services (Ordered Separately)

Catalog Number	Description
SWUSB*	SiteSync Interface software loaded on USB flash drive for use with owner supplied PC (Windows based only). Includes SiteSync license, software and USB radio bridge node.
SWTAB*	Windows tablet and SiteSync interface software. Includes tablet with preloaded software, SiteSync license and USB radio bridge node.
SWBRG*	SiteSync USB radio bridge node only. Order if a replacement is required or if an extra bridge node is requested.

* When ordering SiteSync at least one of these two interface options must be ordered per project.
 + If needed, an additional Bridge Node can be ordered.

Visit www.beaconproducts.com for up-to-date availability information



EXHIBIT C

PROPERTY ZONING

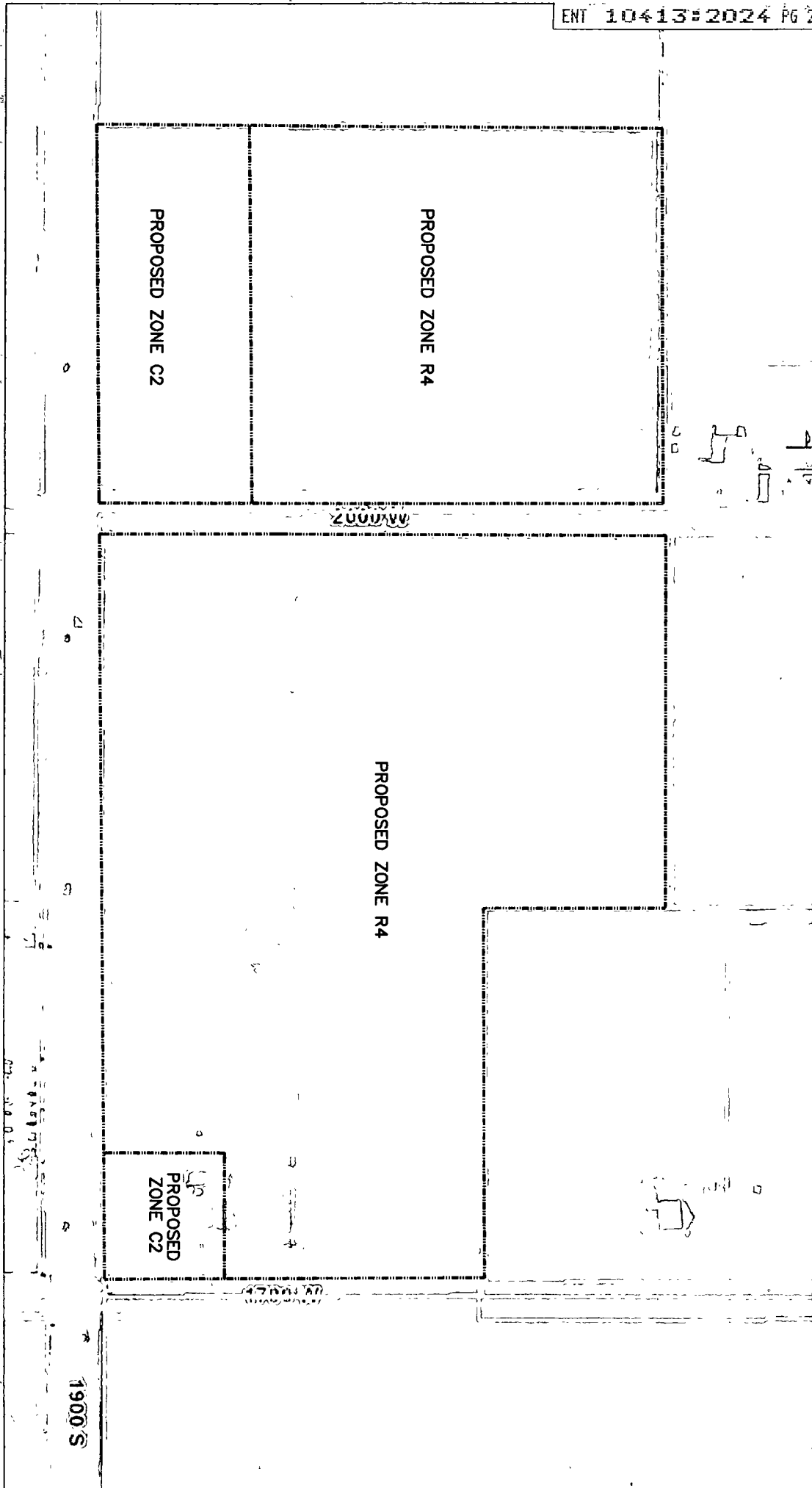
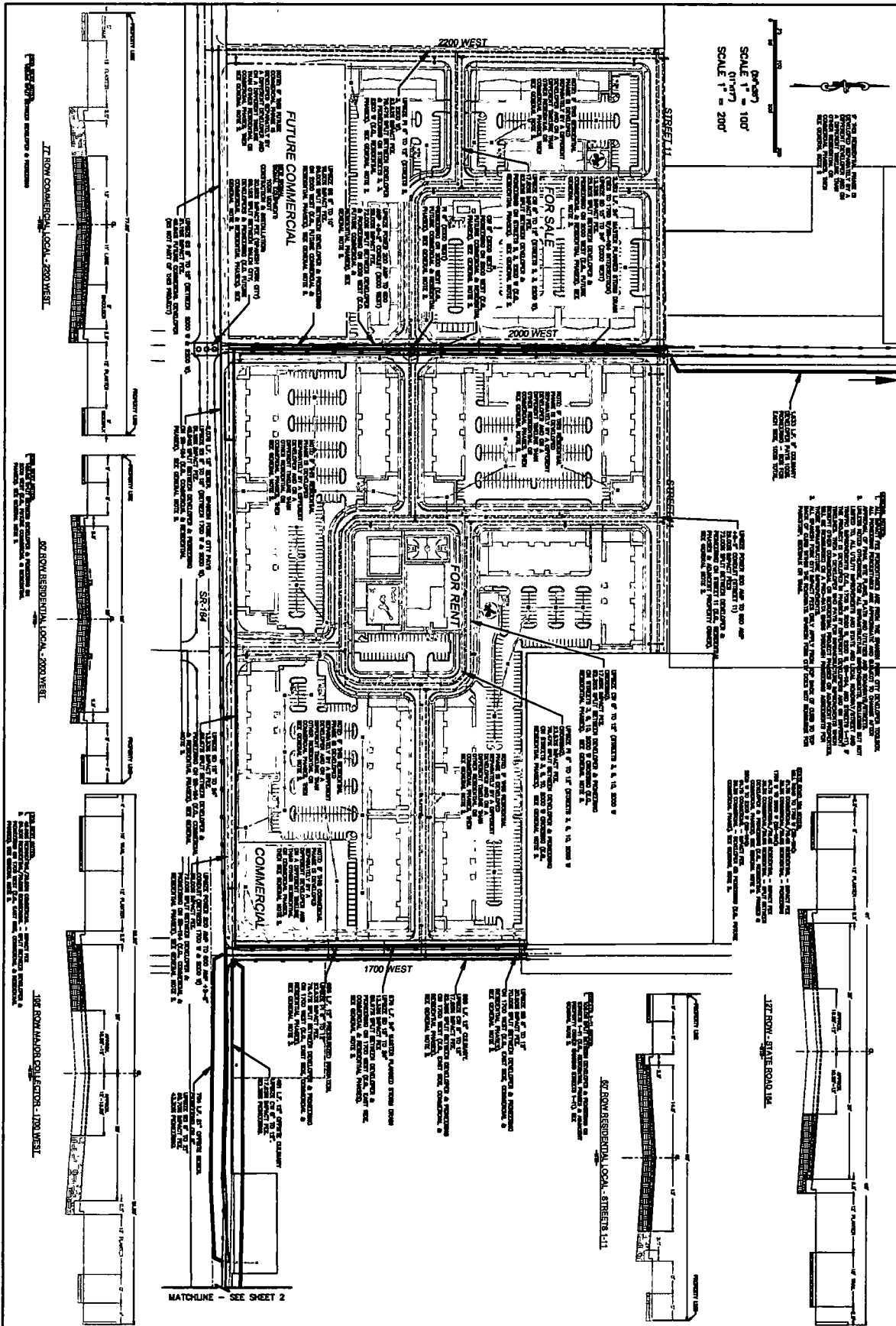


EXHIBIT D

REIMBURSEMENT PLAN

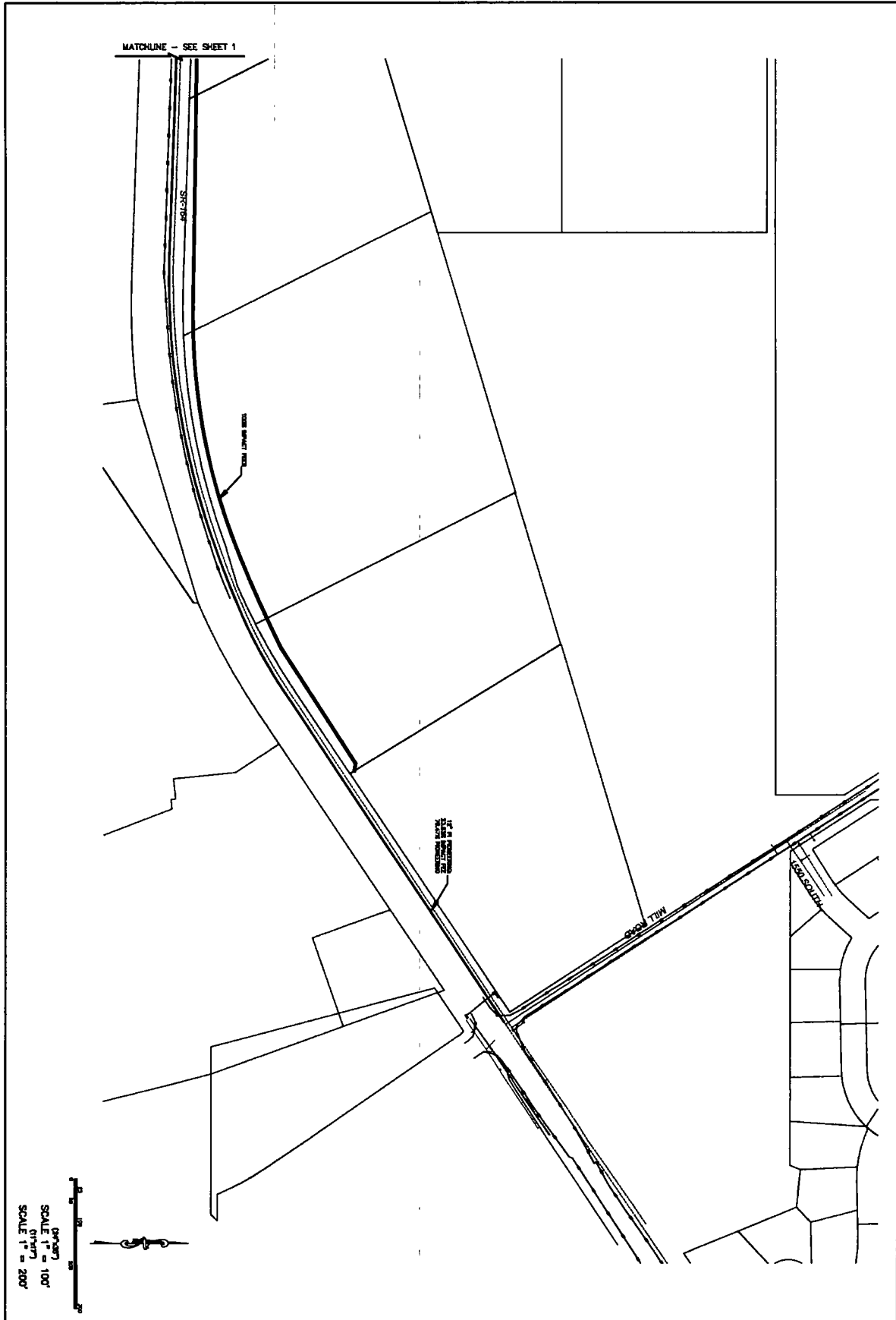


MODERA SUBDIVISION
ATLAS
ENGINEERING
LLC

PHONE: 801-455-0568
 346 E. 800 N. SLATE A
 SPANISH FORK, UT 84600

UTILITY
 REIMBURSEMENT
 SPANISH FORK, UTAH

SHEET NO.
 1



MODERA SUBDIVISION
ATLAS ENGINEERING
 LLC

PHONE: 801-853-0568
 848 E. 800 N. SUITE A
 SPANISH FORK, UT 84880

UTILITY REIMBURSEMENT
 SPANISH FORK, UTAH

NO.	DESCRIPTION	DATE	BY	CHK.

SHEET NO.
 2

EXHIBIT E

PHASING PLAN

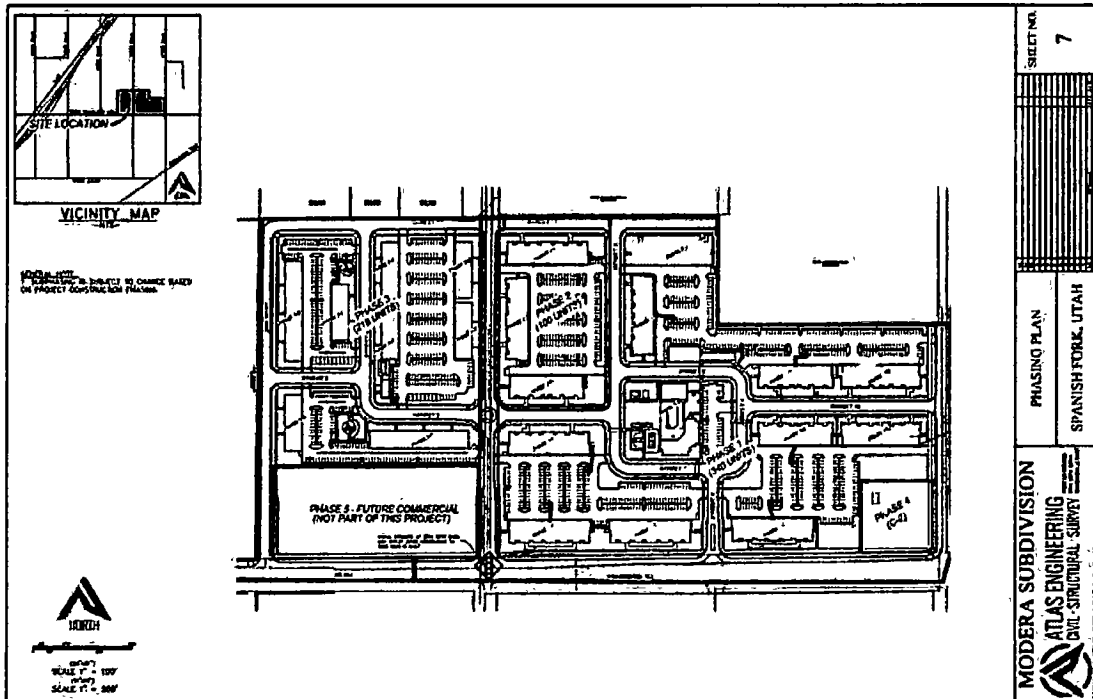


Figure 1: Modera Site Plan and Building Phases

Phasing Narrative

- A. Spanish Fork City will issue a Certificate of Occupancy for buildings in Phase 1 when:
 - 1. improvements in the associated sub-phase that are needed to provide essential services to the building receiving Certificate of Occupancy are complete,
 - 2. when life-safety improvements for the sub-phase that the building is located in are complete,
 - 3. when adequate parking for the building is provided,
 - 4. and when all other building improvements in the sub-phase that the building is located in are complete or when a cash deposit has been provided to the city as assurance of their completion.

- B. Spanish Fork City will issue a Certificate of Occupancy for buildings Phase 2 when:**
- 1. all improvements in the central amenity area (sub-phase 1-F) are complete or when a cash deposit has been provided to the city as assurance of their completion.**
 - 2. improvements in the associated sub-phase that are needed to provide essential services to the building receiving Certificate of Occupancy are complete,**
 - 3. when life-safety improvements for the sub-phase that the building is located in are complete,**
 - 4. when adequate parking for the building is provided,**
 - 5. and when all other building improvements in the sub-phase that the building is located in are complete or when a cash deposit has been provided to the city as assurance of their completion.**
- C. Spanish Fork City will issue a Certificate of Occupancy for buildings in Phase 3 when:**
- 1. improvements in the associated sub-phase that are needed to provide essential services to the building receiving Certificate of Occupancy are complete,**
 - 2. when life-safety improvements for the sub-phase that the building is located in are complete,**
 - 3. when adequate parking for the building is provided,**
 - 4. and when all other building improvements in the sub-phase that the building is located in are complete or when a cash deposit has been provided to the city as assurance of their completion.**