



**NOTICE OF A VINEYARD
CITY COUNCIL MEETING
September 28, 2022, at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled meeting on Wednesday, September 28, 2022, at 6:00 p.m., in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, Utah. This meeting can also be viewed on our [live stream page](#).

AGENDA

Presiding Mayor Julie Fullmer

1. CALL TO ORDER/INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE – *to be announced.*

2. WORK SESSION

No items were submitted.

3. PUBLIC COMMENTS

(15 minutes)

“**Public Comments**” is defined as time set aside for citizens to express their views for items not on the agenda. Each speaker is limited to three minutes. Because of the need for proper public notice, immediate action **cannot** be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.

Public comments can be submitted ahead of time to pams@vineyardutah.org.

4. MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

(3 minutes each)

5.1 City Manager Ezra Nair

6. CONSENT ITEMS

6.1 Approval of the September 14, 2022, City Council Meeting Minutes

6.2 Approval of a Staffing Plan Adjustment – Parks & Recreation

**6.3 Approval of AV Medical Condominiums, A Vacation of Lot 1, the Yard Plat “B”
Subdivision**

6.4 Approval of Holdaway Fields Final Plat

7. APPOINTMENTS

7.1 Vineyard Planning Commission

With the advice and consent of the City Council, Mayor Fullmer will appoint Steve Anderson as an alternate Planning Commissioner.

8. PRESENTATIONS/RECOGNITIONS/AWARDS

8.1 PRESENTATION - Wellbeing Survey

Dr. Courtney Flint with the Utah State University (USU) extension will present the results of the Utah Wellbeing Survey.

8.2 PRESENTATION – North Pointe Solid Waste Special Service District

Neil Schwendiman with North Pointe Solid Waste Special Service District will present an annual report and update on the facilities master plan.

9. BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – Community Garden Expansion

(5 minutes)

Communications Manager Kathryn Newman will present options for expanding the community garden. The mayor and City Council will take appropriate action. *(This item was continued from the September 14, 2022 City Council meeting.)*

9.2 PUBLIC HEARING – Consolidated Fee Schedule Amendment (Resolution 2022-45)

Finance Director David Mortensen will present changes to the Consolidated Fee Schedule, adding rental fees for the City Council Chambers. The mayor and City Council will act to adopt (or deny) this request by Resolution.

9.3 DISCUSSION AND ACTION – Ratification of Appointments of New Department Directors

City Manager Ezra Nair will present appointments of new department Directors for ratification. The mayor and City Council will take appropriate action.

10. CLOSED SESSION

The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of (these are just a few of the items listed, see Utah Code 52-4-205 for the entire list):

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining
- (c) strategy sessions to discuss pending or reasonably imminent litigation
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares
- (e) strategy sessions to discuss the sale of real property, including any form of a water right or water shares
- (f) discussion regarding deployment of security personnel, devices, or systems;
- (g) the purpose of considering information that is designated as a trade secret, as defined in Section [13-24-2](#), if the public body's consideration of the information is necessary in order to properly conduct a procurement under [Title 63G, Chapter 6a, Utah Procurement Code](#);

11. ADJOURNMENT

The next meeting is on Wednesday, October 12, 2022.

This meeting may be held in a way that will allow a councilmember to participate electronically. The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (801) 226-1929.

I the undersigned duly appointed Recorder for Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Salt Lake Tribune, posted at the Vineyard City Offices, the Vineyard website, the Utah Public Notice website, and delivered electronically to city staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: September 27, 2022

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer
PAMELA SPENCER, CITY RECORDER



**MINUTES OF A VINEYARD
CITY COUNCIL MEETING**

City Council Chambers
125 South Main Street, Vineyard, Utah
September 14, 2022, at 5:00 PM

Present

Mayor Julie Fullmer
Councilmember Tyce Flake
Councilmember Mardi Sifuentes
Councilmember Cristy Welsh
Councilmember Amber Rasmussen (Entered at 5:59 PM)

Absent

Staff present: City Manager Ezra Nair, Finance Director David Mortensen, City Planner Briam Amaya Perez, City Attorney Jayme Blakesley, City Engineer Naseem Ghandour, Staff Engineer Emily Dicaldo, Interim Chief Building Official Cris Johnson, Communications Director Kathryn Newman, Lieutenant Holden Rockwell with the Utah County Sheriff's Office, Water Manager Sullivan Love, Community Development Director Morgan Brim, Corrie Steeves, Deputy Recorder Kelly Kloefer, Planning Commission Chair Bryce Brady

Others speaking: Resident Chase Wheeler, Conner Atkin with Tagg N Go Express Car Wash

1. 5:00 PM – SITE VISIT

1.1 City Engineer Naseem Ghandour led the City Council on a tour of the water tank site.

2. CALL TO ORDER/INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE

 Mayor Fullmer called the meeting to order at 5:58 PM. Councilmember Sifuentes gave the invocation and led the Pledge of Allegiance.

3. WORK SESSION

3.1 Safe Streets For All (SS4A)

Staff Engineer Emily Dicaldo will lead a discussion regarding the Federal SS4A program, which supports safer roadways, and its impacts to Vineyard City.

 Ms. Dicaldo explained that Safe Streets For All (SS4A) was a federal program that provided funding to prevent roadway deaths and injuries. Vineyard could apply jointly with Mountainland Association of Governments (MAG). She explained that to apply, applicants must have an established safety action plan in place, and she gave examples of options in the city to improve its safety action plan.

Mayor Fullmer asked about applying for grants with MAG and a discussion ensued.

4 PUBLIC COMMENTS

 Chase Wheeler living in the Lakefront at Town Center area shared that as a first responder he had responded to sexual assault calls and Mr. Wheeler stated that women had shared their concerns with him about feeling safe in the Lakefront area. He asked why there was no parking allowed on 300 W and Vineyard Loop Road. He felt that the lack of parking created a huge safety concern for women to get to their homes at night. He wanted people living in high-density areas to be able to park in front of their homes. He emphasized that he wanted the council to be in tune with these concerns.

 Mayor Fullmer responded that city was currently working with the Homeowners Association (HOA) on this specific issue. She stated that Mr. Wheeler's perspective would be helpful in creating better solutions and invited him to come and meet with Community Development Director Morgan Brim.

5. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

 Councilmember Rasmussen reported that she had met with Jessica Maxwell, the new Communities That Care coordinator and shared her efforts and highlighted that Ms. Maxwell was doing a series of social media posts on suicide prevention. Councilmember Rasmussen also mentioned the produce stand near Gammon Park and encouraged residents to take and share produce there.

 Councilmember Sifuentes reported on the school district split meeting which was held the previous night. She emphasized the efforts of the city's communications team to keep Vineyard residents informed on this issue.

 Councilmember Welsh reported that she attended the Utah Pedestrian Summit today and she commented that she felt proud of Vineyard's efforts so far to make the city pedestrian friendly. She also stated that the Utah Division of State History would be holding a listening session for Vineyard residents in the Council Chambers on Thursday, October 6 at 5:30 PM. She mentioned that the Vineyard Heritage Commission would be there, but also encouraged those interested in how state and Vineyard history was taught in schools to come to give input. She next mentioned that they were close to bringing the Corridor Plan to the public for feedback. (The Corridor Plan was the plan for the open space to the east of Grove Park, down to the south of The Meadows subdivision and back up to the city offices). The first two meetings would be held in Grove Park on the evening of Thursday, September 29, and in the morning Saturday, October 8.

 Councilmember Sifuentes added that over 100 people came to help at the previous Saturday's cleanup at the lake, which the city held in partnership with the Utah Lake Commission and Conserve Utah Valley. She reported that the Vineyard Children's Library had moved the previous week to the city office building but was not ready to open yet. She added that the Boo-a-Palooza would be held Tuesday, October 18.

 Mayor Fullmer thanked council and staff for attending the long-range planning meeting for the Vineyard Connector. She said that the city had partnerships with several cities for the Connector, transit lines, and grid connections, and she was confident in the city making progress, especially in the next legislative session.

6. STAFF, COMMISSION, AND COMMITTEE REPORTS

 **6.1** City Manager Ezra Nair reported that the city recently held an Arbinger Institute Leadership Training for staff. Because he had partnered with the Utah Local Government Trust, there was no cost to the city. He also reported that Staff Appreciation Week would be held September 26-30, that the Utah League of Cities and Towns (ULCT) Conference would be October 5-7. He added that construction on the Top Golf was progressing well and should be open to the public by the end of the year.

 **6.2** Planning Commission Chair Bryce Brady reported that the Planning Commission approved site plans for a car wash and Jiffy Lube, both on Geneva Road. He reported that Planning Commission recommended denial for the car wash zoning text amendment, which was on tonight's agenda. He mentioned the moderate-income housing element ordinance, also on tonight's agenda, and commented that Vineyard was already meeting most of those requirements. He stated that Planning Commission would like to meet with the City Council for a joint work session to discuss better ways to do things than the state had suggested.

7. CONSENT ITEMS

- 7.1 Approval of the August 24, 2022, City Council Meeting Minutes
- 7.2 Approval of a Social Media Policy (Resolution 2022-39)
- 7.3 Approval of a Social Media Policy for Personnel (Resolution 2022-40)
- 7.4 Approval of a 2nd Amendment to the CDBG Agreement (Vineyard Agreement #2022-35) (Resolution 2022-41)
- 7.5 Approval of an Amended Contract for Orem Fire Services (Vineyard Agreement #2022-36) (Resolution 2022-42)
- 7.6 Approval of Agreement with Federal Railroad Administration (Vineyard Agreement #2022-37) (Resolution 2022-43)
- 7.7 Approval of DABS Limited-Service Restaurant Liquor License for Tsubame Sushi LLC
- 7.8 Approval of The Yard Plat 'D' Subdivision Final Plat Amendment
- 7.9 Authorize City Manager to Enter into an Agreement Between Cadence / Goodboro, the LDS Church, and Vineyard City
- 7.10 Approval of an Addendum to an Agreement with Sage Government Solutions (Agreement #2022-38)

 Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER WELSH MOVED TO APPROVE THE CONSENT ITEMS AS PRESENTED. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

8 APPOINTMENTS

8.1 Vineyard Community Garden

With the advice and consent of the City Council, Mayor Fullmer will appoint Hamlet and Nicole Gordillo as the Community Garden Communications and Outreach Coordinators.

 Mayor Fullmer appointed Hamlet and Nicole Gordillo as the Community Garden Communications and Outreach Coordinators.

 Councilmember Rasmussen commented that the Gordillos had volunteered and had gardening skills they wanted to teach, and she felt that they would do a great job.

 Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO APPROVE THE MAYOR'S APPOINTMENT OF HAMLET AND NICOLE GORDILLO AS COMMUNITY GARDEN COMMUNICATIONS AND OUTREACH COORDINATORS. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

9 PRESENTATIONS/RECOGNITIONS/AWARDS

No items were submitted.

10 BUSINESS ITEMS

10.1 PUBLIC HEARING – [Zoning Text Amendment to Car Wash Regulations \(Ordinance 2022-16\)](#)

Community Development Director Morgan Brim will present a request to amend the Zoning Code Section 15.12.050 District Use Table. This request was submitted by Jaden Rasmussen with Tagg-N-Go Express Carwash. The zoning text amendment would change the permitted use of car washes located in the Regional Commercial Zone from accessory use to permitted use. The mayor and City Council will act to deny (or adopt) this request by ordinance.

 Mayor Fullmer called for a motion to open the public hearing.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO OPEN THE PUBLIC HEARING AT 6:28 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

 Mayor Fullmer turned the time over to Community Development Director Morgan Brim.

 Mr. Brim explained that the request was to amend the Regional Commercial District to change the car wash use from a conditional accessory use to a permitted use. He said that four other zoning districts allow for stand-alone car washes, and that the Planning Commission felt that it was a substantial amount of land already allowing that use, so that it should stay as it was. He showed the council the four districts on the zoning map.

 Connor Atkin with Tagg N Go Express Car Wash explained that of the 700+ acres where stand-alone car washes were permitted, there were no locations where it would be smart to put a car wash because car washes depend on traffic count and Geneva Road was the busiest road in Vineyard. He gave a brief history of why they wanted to come into this site. He stated that a car wash at this site would be more spread out from the approved car wash. The discussion continued.

Mr. Atkin added that the owner of the property had been approached by two car wash companies, but not by anyone else.

 Mayor Fullmer called for public comments. Hearing none, she called for a motion to close the public hearing.

 **Motion:** COUNCILMEMBER WELSH MOVED TO CLOSE THE PUBLIC HEARING AT 6:36 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

 Mayor Fullmer called for questions or a motion.

 Councilmember Sifuentes explained that the city already had approved areas for this use. She felt that approving this car wash was not what was best for Vineyard.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO DENY. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

10.2 PUBLIC HEARING – Moderate-Income Housing Element of the General Plan Amendment (Ordinance 2022-17)

Community Development Director Morgan Brim will present amendments to the General Plan amending the Moderate-Income Housing Element required by Utah State Code HB462. The city is considering goals and objectives to support housing options for diverse income levels. The mayor and City Council will act to adopt (or deny) this request by ordinance.

 Mayor Fullmer called for a motion to open the public hearing.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO OPEN THE PUBLIC HEARING AT 6:38 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

 City Planner Briam Amaya Perez explained that HB462 required that all municipalities update their moderate-income housing plan by October 1. Vineyard was required to adopt four of the strategies listed in Utah State Code 10-9a-403 and if the city wanted priority funding for transportation capacity projects, they needed to add two additional strategies. He reviewed the requirements in the State Code and the strategies that the Planning Commission had approved. An in-depth discussion followed.

 Mayor Fullmer called for public comments. Hearing none, she called for a motion to close the public hearing.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO CLOSE THE PUBLIC HEARING AT 6:56 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO APPROVE ORDINANCE 2022-17 AS CURRENTLY WRITTEN.

 Councilmember Welsh Cristy asked about subsidized housing, which was strategy N. Mr. Amaya Perez listed the strategies included in the Ordinance: E, F, H, L, N, O, Q, V.

 COUNCILMEMBER WELSH SECONDED THE MOTION.

 Councilmember Sifuentes did not want strategy N in the Ordinance. She asked what N would mean for the city. A discussion ensued about passing the Ordinance without N.

 COUNCILMEMBER WELSH RESCINDED HER SECOND TO THE MOTION.

 City Attorney Jayme Blakesley clarified that in approving this, the council was not committing to the substance of these strategies. The strategies were stated as goals, and the council would do the work in the future to refine what the city would do in these categories.

 Mr. Brim explained how strategy N would work.

 COUNCILMEMBER WELSH REINSTATED HER SECOND OF COUNCILMEMBER FLAKE'S MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

10.3 **DISCUSSION AND ACTION – Purchasing Policy Amendments (Resolution 2022-44)** *(This item was continued from the June 29, 2022 and July 27, 2022 City Council Meetings.)*

Finance Director David Mortensen will present amendments to the city purchasing policy. The mayor and City Council will at to adopt (or deny) this request by resolution.

 Mayor Fullmer turned the time over to Finance Director David Mortensen.

 Mr. Mortensen recognized Finance Intern Marissa Stapley's work on this amendment and the presentation.

He explained that these changes would bring the city more in line with state auditor's recommendations. He presented the amendment, highlighting the recommended changes.

Mayor Fullmer called for questions from the council and a brief discussion ensued about purchasing processes. Mr. Nair added that all employees were encouraged to treat the public's resources with a high level of trust, and that employees looked at multiple purchasing options to find the most cost-effective ones.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO ADOPT THE PURCHASING POLICY OF VINEYARD CITY AS PROPOSED BY STAFF FOR THE CITY COUNCIL, RESOLUTION 2022-44. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

10.4 DISCUSSION AND ACTION – Community Garden Expansion

Communications Manager Kathryn Newman will present options for expanding the community garden. The mayor and City Council will take appropriate action.

 Mayor Fullmer turned the time over to Communications Manager Kathryn Newman.

 Ms. Newman reported that the Vineyard Community Garden at Gammon Park had a successful second season and that there was a desire from the public for more boxes at a second location in the city. The city had received a grant from Get Healthy Utah for an additional 20 boxes. With the help of Vineyard Eagle Scout candidate Kyle Gurney, staff and volunteers wanted to prepare the selected location this fall.

 Ms. Newman presented the three options for expansion and indicated that staff was recommending the first option.

Location #1: Across the street from Sunset Beach Park

Location #2: On the north side of the playground at Penny Springs Park  (There was a discussion about the location.)

Location #3: On the west side of detention basin south of LeCheminant subdivision, in between Vineyard Road and Center Street

 A discussion followed about these and other possible locations. Ms. Newman clarified that the grant needed to be used by December. Councilmember Sifuentes preferred storing the boxes for the first winter instead of installing them in October to minimize wear and tear and stated that she supported option 1 and liked the idea of also having an option on Mill Road. The discussion continued. Councilmember Welsh expressed concern for the residents who lived around these areas since they would be looking right into the community garden space.

 Mayor Fullmer suggested continuing this item until the next City Council meeting and looking at other locations, and a discussion ensued.

 Ms. Newman emphasized that another benefit of choosing option 1 was its proximity to Leisure Villas, many of the residents of which were experienced gardeners who could mentor younger gardeners. Councilmember Rasmussen agreed, adding that in her conversations with Leisure Villas residents, she learned that access to a community garden is one of their main requests. Councilmember Welsh remarked that she wanted to see a long-term plan.

Mayor Fullmer stated that in next two weeks, staff could develop standards and a phasing plan. The discussion continued.

 **Motion:** MAYOR FULLMER MOVED TO CONTINUE THIS ITEM UNTIL THE NEXT CITY COUNCIL MEETING. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

11 CLOSED SESSION

 Mayor Fullmer called for a motion to go into a closed session.

 **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO GO INTO A CLOSED SESSION AT 7:42 PM IN THE CITY COUNCIL CHAMBERS FOR A DISCUSSION OF THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

12. ADJOURNMENT

 Mayor Fullmer called for a motion to adjourn the meeting.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 7:42 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

Motion To Adjourn the Closed Session: COUNCILMEMBER RASMUSSEN MOVED TO ADJOURN THE CLOSED SESSION AT 8:27 PM. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY: /s/ Kelly Kloepfer
KELLY KLOEPFER, DEPUTY RECORDER



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: September 28, 2022

Agenda Item: 6.2 Staffing Plan Adjustment – Parks & Recreation

Department: City Manager

Presenter: Ezra Nair

Background/Discussion:

As stated in previous meetings, additions to the staffing plan can have significant impacts on future budgets. Staffing plan changes that hire new employees, move employees from part-time to full-time, or into leadership roles that were not included in the FY budget adoption, will be brought before the council for a vote.

With the creation of the Parks & Recreation Department, the city manager proposes to move the position of part-time recreation coordinator to a full-time recreation coordinator with a portion of the savings that were realized from this consolidation. This position will help support the continued expansion of our current programs and the creation of new programs including Yoga, Senior Programs, Summer Day Camps, and additional age brackets for our current programs.

The extra hours allocated to this position will also help the Parks & Recreation Director manage the additional responsibilities required of the new position, manage yearly sponsors, and enhance our year-round programs.

Fiscal Impact:

\$19,395 per year of savings

Recommendation & Additional Options:

Recommendation:

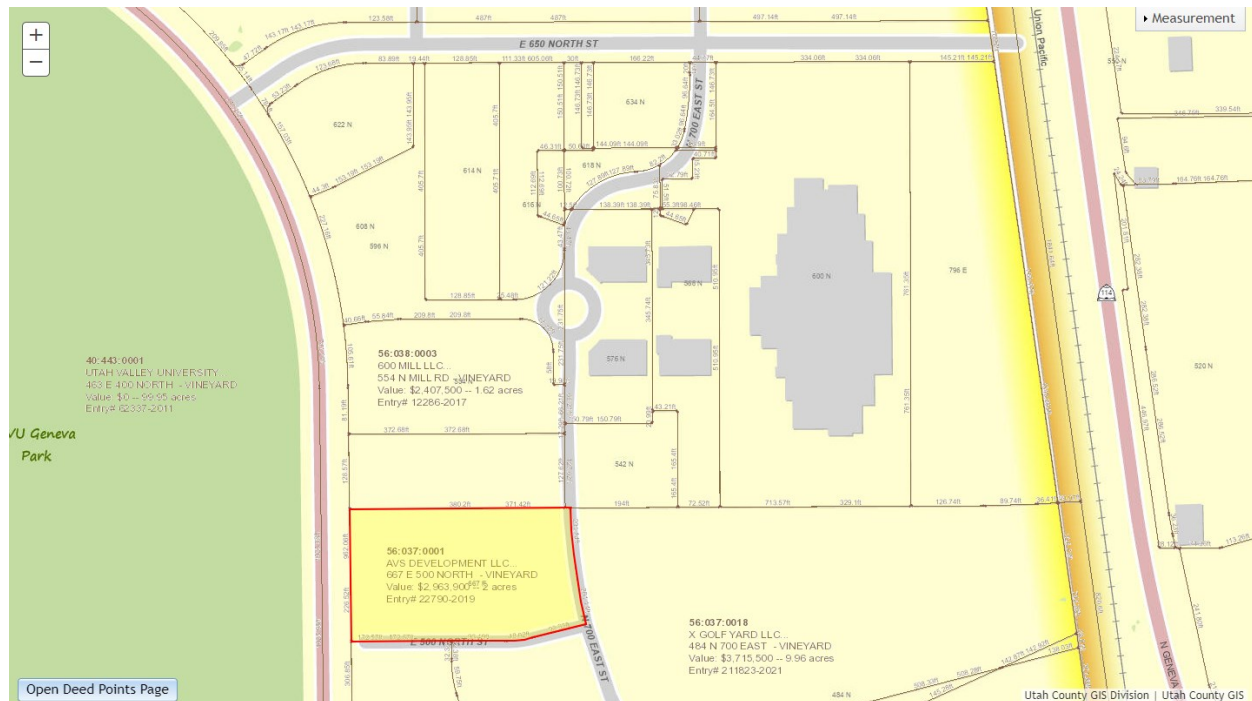
The City Manager recommends the City Council approve the addition to the staffing plan as presented.

Sample Motion:

I move to approve the addition to the staffing plan as presented.

Community Development

Date: September 26, 2022
From: Briam Amaya Perez, Planner II
To: City Council
Item: 6.3 AV Medical Condominiums, A Vacation of Lot 1, the Yard Plat "B" Subdivision
Address: 667 E 500 N, Vineyard, Utah, 84059
Applicant: Jason Jaussi
Owner: Jason Jaussi, AVS Development LLC



ANALYSIS

The applicant, Jason Jaussi, is requesting approval of a condominium plat for the AVS Medical Office Building at 667 E 500 N, Vineyard Utah. This parcel measures 2.0 acres in size. This parcel is originally Lot 1 of The Yard Plat "B" Subdivision. This "AV Medical Condominiums" Plat effectively vacates Lot 1 of The Yard Plat "B" Subdivision and amends it with the contents of this plat. The applicant has met the requirements of the Utah County Condominium Checklist (revised 08/2011). In addition, they have met the subdivision plat requirements for Vineyard City. The Utah County Recorder has required the applicant to record a Declaration of Condominium. A Declaration of Condominium, along with the plat, are the legal documents that create the condominium(s). To make the condominium operational, it is recorded in the lands record of Utah County. The Declaration also defines common and private spaces that were built and who owns them. It details the block and lot, address, unit numbers, size, square footage, and more. The Declaration has been attached to this application. Finally, no taxes or liens are present on the parcel.

STAFF RECOMMENDATION

Staff recommends approval of the final condominium plat with the conditions listed below.

CONDITIONS

1. The applicant pays any outstanding fees and makes any redline corrections.
2. The applicant is subject to all federal, state, and local laws.
3. Before recording the mylar at the Utah County Recorder's Office, the applicant will include a note on the plat that states that the Property Owner shall be responsible for maintaining the 15 FT Utility Easement along Mill Rd.
4. The applicant must revise any instances of "Town of Vineyard" to "Vineyard City."

PROPOSED MOTION

"I move to approve the final condominium plat as requested by the applicant, with the proposed conditions."

ATTACHMENTS

Final Condominium Plat

Declaration of Condominium

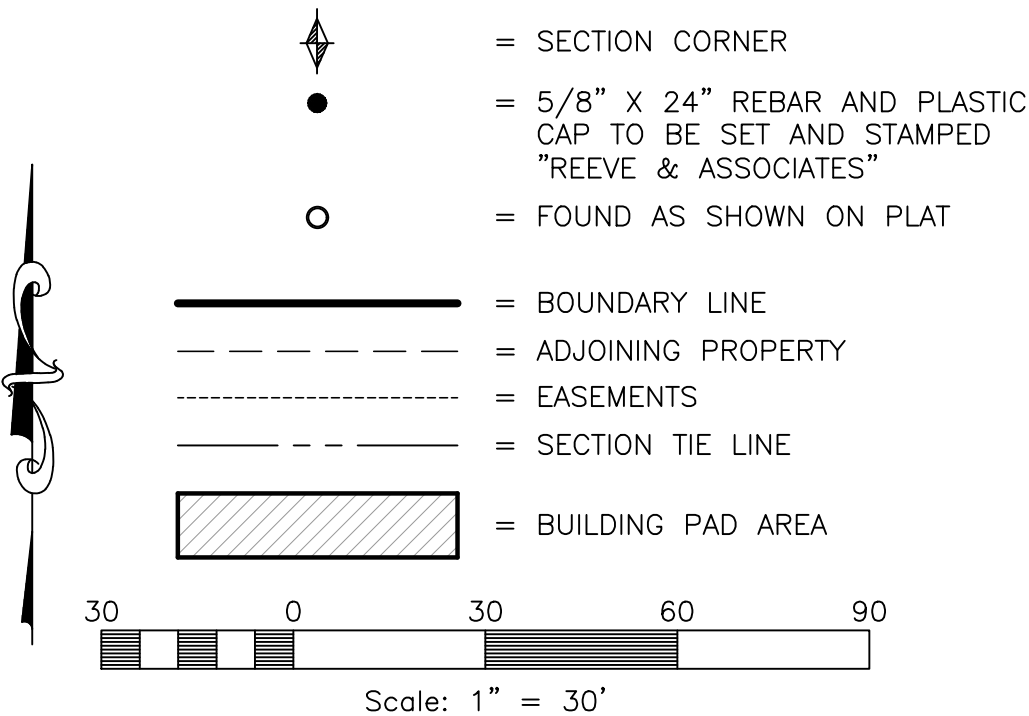
AV MEDICAL CONDOMINIUMS

A VACATION OF LOT 1, THE YARD PLAT "B" SUBDIVISION
PART OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
TOWN OF VINEYARD, UTAH COUNTY, UTAH



VICINITY MAP
NOT TO SCALE

LEGEND



BASIS OF BEARINGS

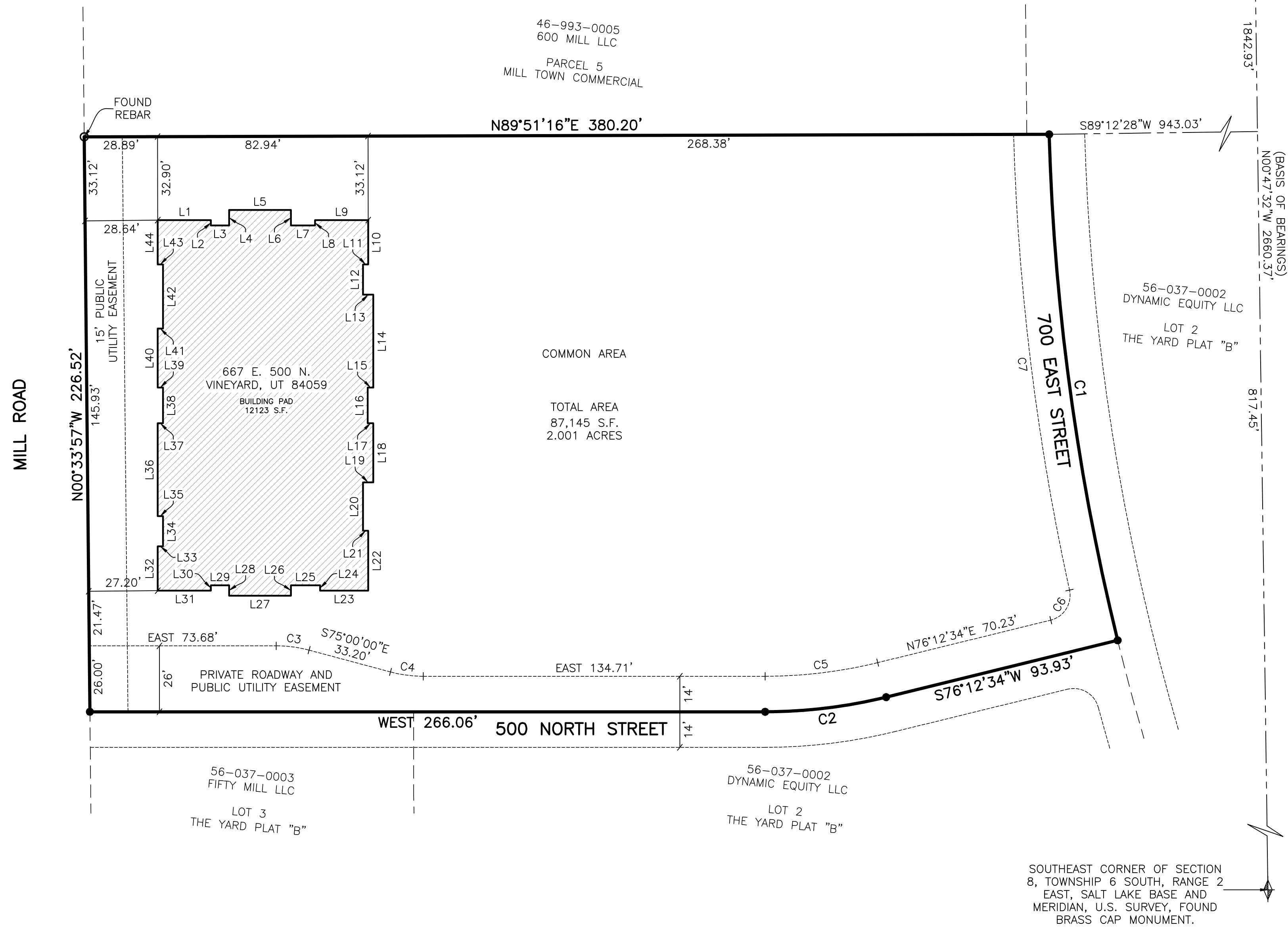
THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN THE EAST QUARTER CORNER AND THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, SHOW HEREON AS: S00°03'29"E

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	950.00'	201.52'	201.14'	101.14'	S07°42'49"E	12°09'13"
C2	200.00'	48.14'	48.02'	24.19'	S83°06'17"W	13°47'26"
C3	50.00'	13.09'	13.05'	6.58'	S82°30'00"E	14°59'49"
C4	49.95'	13.07'	13.03'	6.57'	S82°29'40"E	14°59'35"
C5	186.00'	44.77'	44.66'	22.49'	N83°06'17"E	13°47'26"
C6	10.00'	15.46'	15.39'	9.76'	N31°54'56"E	88°35'17"
C7	964.00'	181.09'	180.83'	90.81'	N06°59'49"W	10°45'48"

LINE TABLE

LINE	BEARING	DISTANCE
L1	EAST	20.94'
L2	SOUTH	2.07'
L3	EAST	7.21'
L4	NORTH	6.07'
L5	EAST	24.31'
L6	SOUTH	6.07'
L7	EAST	9.54'
L8	NORTH	2.07'
L9	EAST	20.94'
L10	SOUTH	17.44'
L11	WEST	2.07'
L12	SOUTH	11.90'
L13	EAST	4.07'
L14	SOUTH	36.60'
L15	WEST	2.21'
L16	SOUTH	14.06'
L17	EAST	2.21'
L18	SOUTH	23.27'
L19	WEST	4.07'
L20	SOUTH	19.06'
L21	EAST	2.07'
L22	SOUTH	23.60'
L23	WEST	18.94'
L24	NORTH	2.07'
L25	WEST	11.54'
L26	SOUTH	4.07'
L27	WEST	24.31'
L28	NORTH	4.07'
L29	WEST	7.21'
L30	SOUTH	2.07'
L31	WEST	20.94'
L32	NORTH	17.44'
L33	EAST	2.07'
L34	NORTH	11.90'
L35	WEST	2.07'
L36	NORTH	36.60'
L37	EAST	2.07'
L38	NORTH	14.06'
L39	WEST	2.07'
L40	NORTH	23.27'
L41	EAST	2.07'
L42	NORTH	25.23'
L43	WEST	2.07'
L44	NORTH	17.44'



OWNER'S ACKNOWLEDGMENT

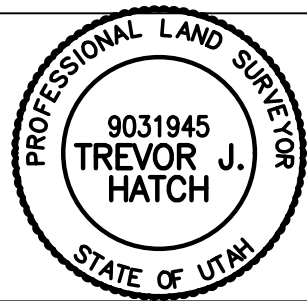
STATE OF UTAH)
COUNTY OF _____)
ON THIS DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN, DID PROVE TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THIS PLAT WITH FULL AUTHORITY OF THE OWNER(S).
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

OWNER'S ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF _____)
ON THIS DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN, DID PROVE TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THIS PLAT WITH FULL AUTHORITY OF THE OWNER(S).
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

AV MEDICAL CONDOMINIUMS

A VACATION OF LOT 1, THE YARD PLAT "B" SUBDIVISION
PART OF THE SOUTHEAST 1/4 OF SECTION 8, T.6S., R.2E., S.L.B.&M.
TOWN OF VINEYARD, UTAH COUNTY, UTAH
SCALE 1"=30'



PROJECT INFORMATION
Surveyor: T. HATCH
Designer: N. ANDERSON
Begin Date: 09-25-2020
Name: AV MEDICAL CONDOMINIUMS
Number: 6789-11
Revision: _____
Scale: 1"=30'

UTAH COUNTY RECORDER'S OFFICE

VINEYARD CITY CLERK/RECORDER

APPROVED THIS _____ DAY OF _____, 20____ BY THE VINEYARD CITY CLERK/RECORDER.

VINEYARD CITY CLERK

VINEYARD CITY RECORDER

VINEYARD CITY MANAGER

APPROVED THIS _____ DAY OF _____, 20____ BY THE VINEYARD CITY MANAGER.

VINEYARD CITY MANAGER

VINEYARD CITY ENGINEER

APPROVED THIS _____ DAY OF _____, 20____ BY THE VINEYARD CITY ENGINEER.

VINEYARD CITY ENGINEER

VINEYARD CITY ATTORNEY

APPROVED THIS _____ DAY OF _____, 20____ BY THE VINEYARD CITY ATTORNEY.

VINEYARD CITY ATTORNEY

VINEYARD CITY PLANNER

APPROVED THIS _____ DAY OF _____, 20____ BY THE VINEYARD CITY PLANNER.

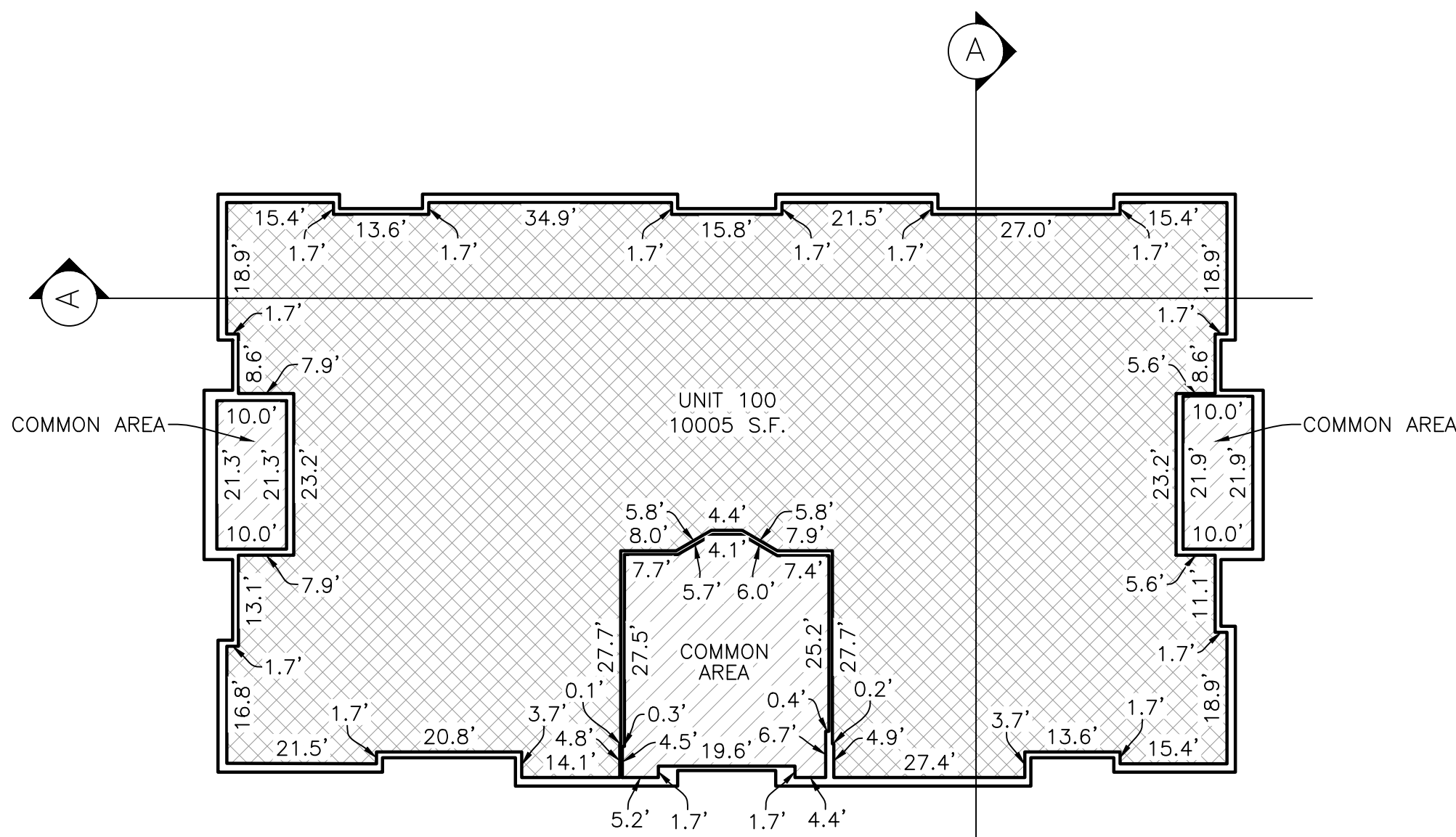
VINEYARD CITY PLANNER



Reeve & Associates, Inc.
5160 S 1500 W, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-asso.com

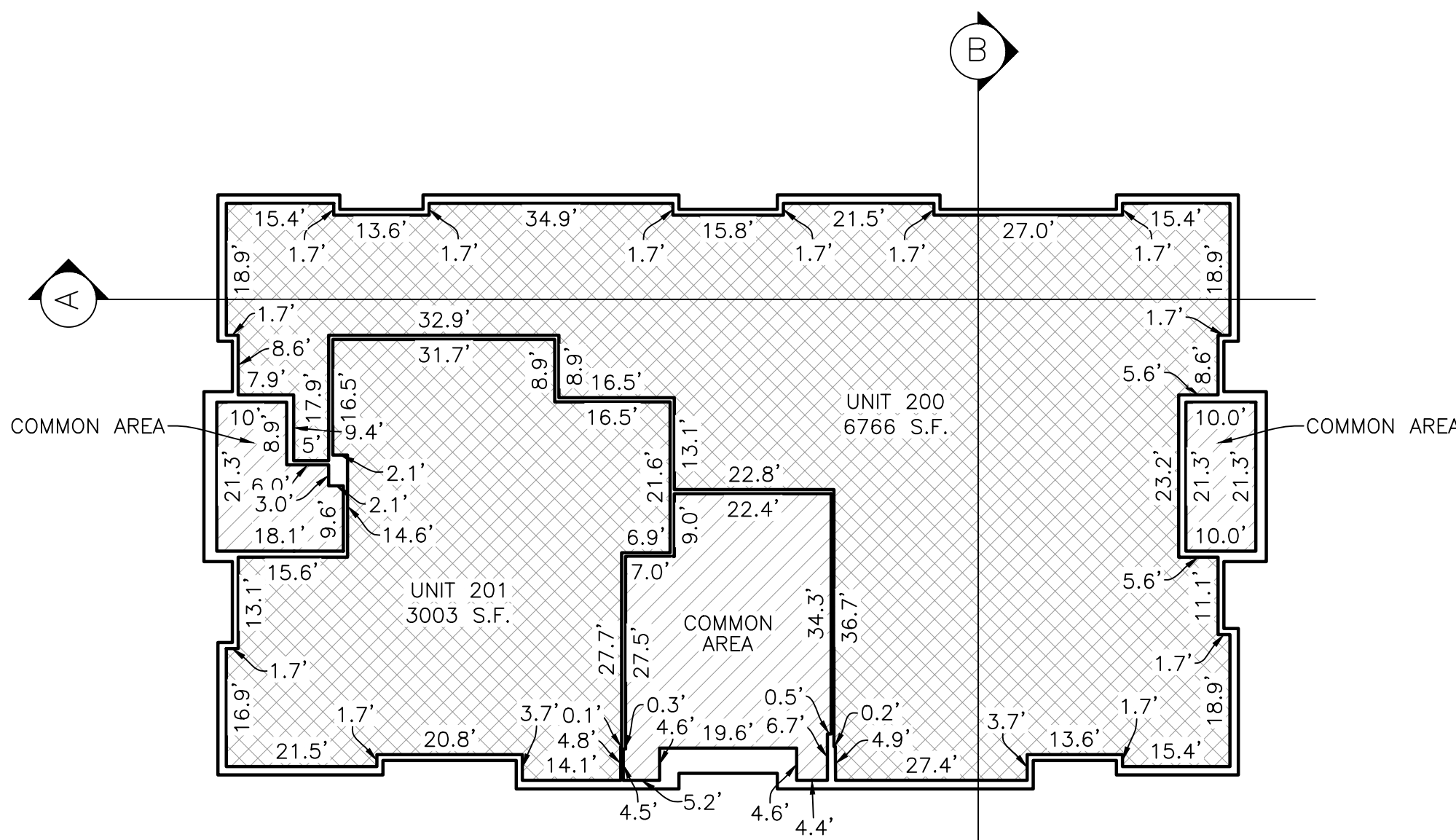
AV MEDICAL CONDOMINIUMS

A VACATION OF LOT 1, THE YARD PLAT "B" SUBDIVISION
PART OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
TOWN OF VINEYARD, UTAH COUNTY, UTAH



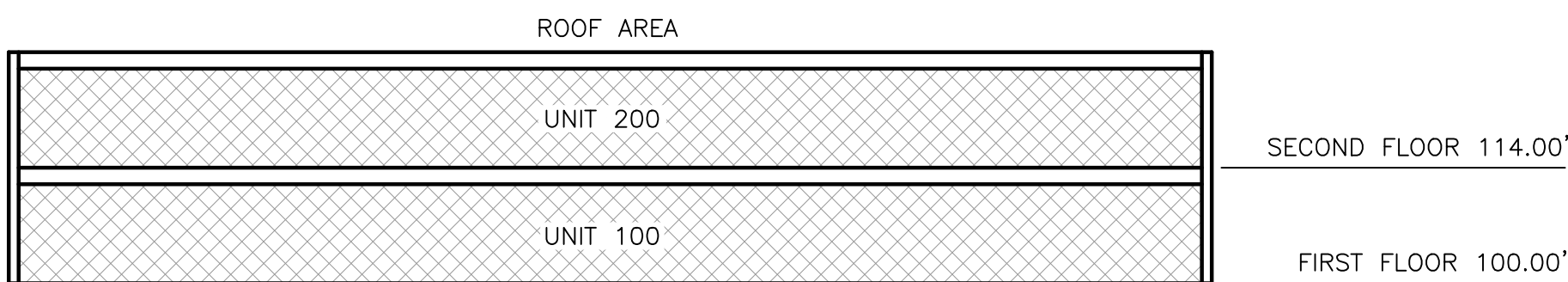
FIRST FLOOR

TOTAL COMMON AREA ON FIRST FLOOR = 2228.5 S.F.

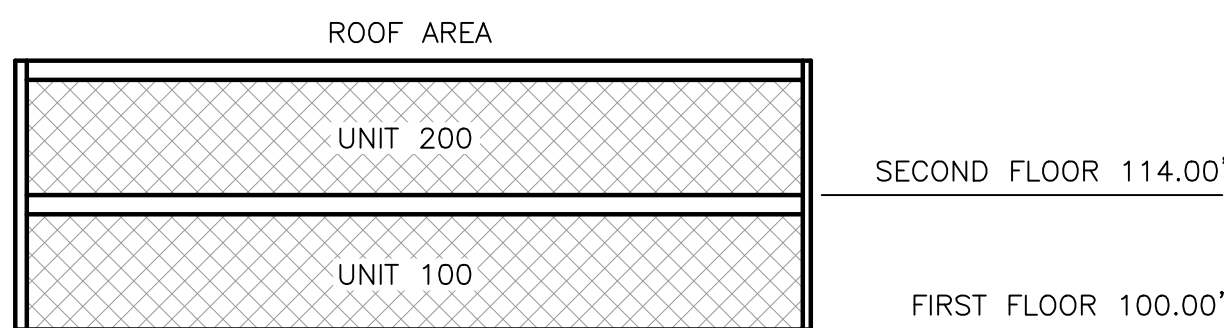


SECOND FLOOR

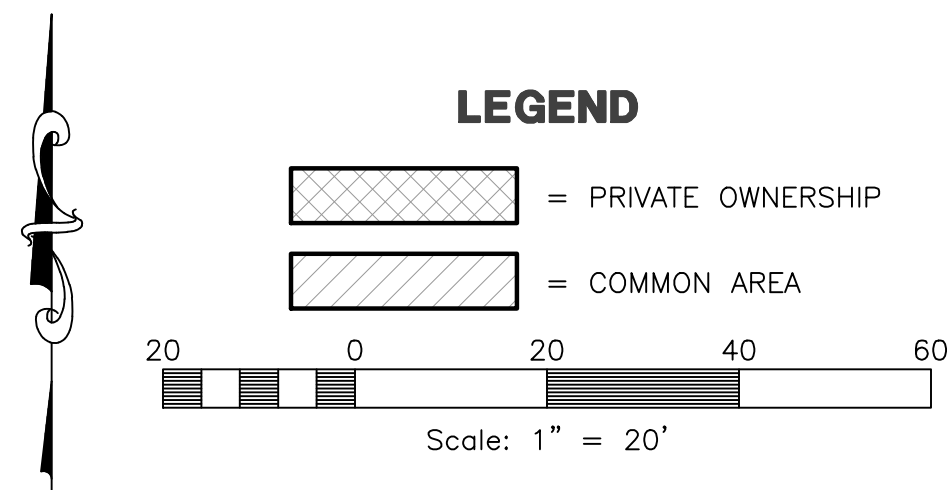
TOTAL COMMON AREA ON SECOND FLOOR = 2228.5 S.F.



SECTION A

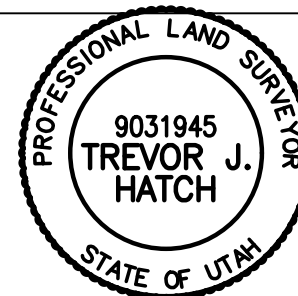


SECTION B



AV MEDICAL CONDOMINIUMS

A VACATION OF LOT 1, THE YARD PLAT "B" SUBDIVISION
PART OF THE SOUTHEAST 1/4 OF SECTION 8, T.6S., R.2E., S.L.B.&M.
TOWN OF VINEYARD, UTAH COUNTY, UTAH
SCALE 1"=30'



LAND SURVEYOR'S SEAL

CITY ENGINEER SEAL

CLERK-RECORDER SEAL

PROJECT INFORMATION

Surveyor: T. HATCH Name: AV MEDICAL
Designer: N. ANDERSON CONDOMINIUMS
Begin Date: 09-25-2020 Number: 6789-11
Revision: 1"=20'

UTAH COUNTY RECORDER'S OFFICE



WHEN RECORDED, RETURN TO:

Jeff Rasmussen
RAY, QUINNEY & NEBEKER P.C.
36 South State Street, Suite 1400
Salt Lake City, Utah 84111

**DECLARATION OF CONDOMINIUM
OF THE
AV MEDICAL CONDOMINIUMS**

This Declaration of Condominium, hereinafter referred to as the “**Declaration**” is made and executed this _____ day of _____, 2022, by **AVS Development, LLC**, a Utah limited liability company, hereinafter referred to as the “**Declarant**.”

RECITALS:

A. Declarant is the owner of the parcel of land, hereinafter referred to as the “**Land**,” which is located in Vineyard City (the “**City**”), Utah County, State of Utah, and is more particularly described on **Exhibit A, Legal Description of Land**, attached hereto and incorporated herein by this reference.

B. Declarant has constructed a Building located on the Land into a commercial condominium development constituting a condominium project (the “**Project**”).

C. Declarant shall organize and cause the AV Medical Condominium Owner’s Association, Inc. (the “**Association**”), to be incorporated as a Utah nonprofit corporation, which Association will maintain the Common Areas within the Project as hereinafter described, provide for the management and operation of the Common Areas, levy assessments, and administer and enforce the terms of this Declaration.

D. The Declarant intends, by recording this Declaration and the Map, to submit the Land, the Building, and all other improvements situated from time to time in or upon the Land to the provisions of the Condominium Act, as hereafter amended, as a fee simple condominium project and to impose upon said Property mutually beneficial covenants, conditions, and

restrictions under a general plan of improvement for the benefit of all Condominiums within said Project and the Owners thereof.

E. All capitalized terms used in this Declaration and not defined in connection with their initial use shall be defined as set forth in Article I, Definitions.

NOW, THEREFORE, the Declarant does hereby make the following declaration:

ARTICLE I

DEFINITIONS

1.1 **Defined Terms.** Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I, Definitions.

1.2 **“Association”** shall mean AV Medical Condominium Owner’s Association, Inc., a Utah nonprofit corporation, organized for the purposes set forth in this Declaration.

1.3 **“Board of Trustees”** or **“Board”** shall mean the governing board of the Association which constitutes the management committee under the Condominium Act and which shall be appointed or elected in accordance with the Declaration and the Bylaws.

1.4 **“Building(s)”** shall mean the building(s) to be constructed on the Land as part of the Project, and any modifications and replacements thereof.

1.5 **“Bylaws”** mean the Bylaws of the Association, a copy of which are attached hereto and incorporated herein as **Exhibit C, Association Bylaws.**

1.6 **“City”** shall mean Vineyard City, a municipal corporation of the State of Utah.

1.7 **“Common Areas”** means all real property in the Project owned in common by the Owners including, but not limited to the real property and interests in real property submitted hereby, including the entirety of the Land and all improvements constructed thereon, excluding the individual Units and Limited Common Areas designated as such in the Map. The Common Areas specifically include, without limitation: (a) the Land; (b) the Building, including, but not limited to: the footings, foundation, demising and bearing walls, columns, girders, beams, supports, roofs, rain gutters and downspouts, overhangs, gables and eaves, stairs, stairways, fire escapes, and conference rooms and common meeting areas intended for the common use of the Building (excluding any Units); (c) paved surfaces, including, without limitation, driveways, private roads, sidewalks, walkways, and common parking areas located on the Land; (d) all utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of the Building, such as telecommunications, electricity, natural gas, culinary water, storm water drainage, and sanitary sewer; (e) tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus, equipment, and installations existing for common use; (f) all landscaping and other flora, including, but not limited to yards, gardens, lawns, shrubs, trees, irrigation systems, etc.; (g) fences or walls; (h) garbage dumpsters and

enclosures; (i) maintenance sheds and facilities; (j) exterior lighting; and (k) all other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation, or management by the Association for the common benefit of its members. Notwithstanding the above, utility installations, such as telephone, electricity, gas, water, and sewer, may be dedicated to the City or the utility provider and, if so, this definition shall not be construed to allow the Association to exclude the City or the utility provider from the ownership and control of the utility systems so dedicated.

1.8 “**Common Expenses**” shall mean all sums which are expended on behalf of the Owners and all sums which are expended by the Association to perform or exercise its functions, duties, or rights under the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, any management agreement which may be entered into for the operation of the Project, and such rules and regulations as the Association may from time to time make and adopt, as each is amended from time to time.

1.9 “**Common Expense Fund**” shall mean one or more deposit or investment accounts to be created pursuant to the provisions of Article IX, Assessments, of this Declaration and into which all monies of the Association shall be deposited.

1.10 “**Common Facilities**” shall mean all furniture, furnishings, equipment, facilities, and other property (real, personal, or mixed) and interests therein at any time leased, acquired, owned, or held by the Association for the use and benefit of the Owners and all other property (real, personal, or mixed) hereafter purchased in accordance with this Declaration with monies from the Common Expense Fund. Common Facilities shall be deemed to be part of the Common Areas, except to the extent otherwise expressly provided in this Declaration.

1.11 “**Condominium**” shall mean a Unit and the undivided interest (expressed as a percentage of the entire ownership interest) in the Common Areas appurtenant to such Unit, as set forth in **Exhibit B, Schedule of Units, Square Footage, Undivided Ownership Interests, and Votes**, which is attached hereto and incorporated herein by this reference.

1.12 “**Condominium Act**” or “**Act**” shall mean the Utah Condominium Ownership Act, Utah Code Annotated, as amended, Section 57-8-1 *et seq.*

1.13 “**Declarant**” shall mean **AVS Development, LLC, LLC**, a Utah limited liability company, and its successors and assigns.

1.14 “**Declaration**” means this Declaration of Condominium of the AV Medical Condominiums, and all amendments, modifications, and supplements hereto.

1.15 “**Declarant Control Period**” means the period of Declarant control of the Association described in Section 7.3, Declarant Control Period.

1.16 “**First Mortgagee**” shall mean a Mortgagee which has a first mortgage lien on any Condominium in the Project. “**Eligible First Mortgagee**” shall mean any First Mortgagee who has requested notice of those certain matters referred to in Section 14.1, Notice of Action.

1.17 “**Limited Common Area**” shall mean any physical portion of the Project outside a Unit, the exclusive use of which is appurtenant to and reserved to one or more, but fewer than all, Units, to the exclusion of the other Units, as set forth on the Map. Limited Common Area includes: shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, exterior doors, and exterior windows.

1.18 “**Land**” shall mean that certain real property upon which the Units, Building(s), and other improvements are situated, as more particularly described in Paragraph A of the Recitals above.

1.19 “**Manager**” shall mean the person, firm, or company, if any, designated, from time to time, by the Association to manage, in whole or in part, the affairs of the Association and the Common Areas.

1.20 “**Map**” shall mean that certain AV Medical Condominiums plat recorded by Declarant in the office of the Utah County Recorder depicting the Project, as may be amended from time to time, pursuant to this Declaration and the Condominium Act. The Map may be amended by Declarant in the event there are material changes in the Unit boundaries or elevations as constructed, or as otherwise provided herein. Such amendments to the Map are expressly authorized and may be undertaken by Declarant without the joinder or consent of any other Owners. All other amendments to the Plat are governed by Section 16.3, Plat Amendments.

1.21 “**Mortgage**” shall mean any mortgage or deed of trust by which a Condominium or any part thereof is encumbered. “**First Mortgage**” shall mean any first mortgage or deed of trust by which a Condominium or any part thereof is encumbered.

1.22 “**Mortgagee**” shall mean (a) any persons or entities named as the mortgagee or beneficiary under any mortgage or deed of trust by which the interest of any Owner is encumbered; or (b) any successor to the interest of such person or entity under such mortgage or deed of trust.

1.23 “**Occupant**” shall mean any person other than an Owner, including any guest, invitee, tenant, lessee, or employee of an Owner, occupying or otherwise utilizing a Unit.

1.24 “**Owner**” shall mean the person or persons, including the Declarant, owning, in fee simple, a Condominium in the Project, as such ownership is shown by the records of the County Recorder of Utah County, State of Utah. The term “Owner” shall not refer to any Mortgagee (unless such Mortgagee has obtained title in fee simple to a Condominium pursuant to a judicial or nonjudicial action, including, without limitation, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or to any person or persons purchasing a Condominium under contract (until such contract is fully performed and legal title conveyed of record).

1.25 “**Prohibited Use**” shall mean each of the following uses:

(a) Any use in violation of applicable governmental laws, ordinances, codes, and regulations;

- (b) Any use which constitutes a public or private nuisance;
- (c) Any use which produces noise or sound which may be heard outside of any building on the Property and is objectionable due to intermittence, beat, frequency, shrillness, or loudness;
- (d) Any use which produces any noxious odor or which may be smelled outside any building on the Property;
- (e) Any use which produces any excessive quantity of dust, dirt, or ash; provided, however, this prohibition shall not preclude the sale of items typically sold as an incident to the operation of a home improvement or other similar store (provided such items are sold in containers);
- (f) Any use involving unusual fire, explosive, or other damaging or dangerous hazards (including the storage, display, or sale of explosives or fireworks);
- (g) Any warehouse, assembly, manufacturing, distillation, refining, smelting, agriculture, or mining operation;
- (h) A cocktail lounge, bar (except in connection with a restaurant), disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, or amusement arcade;
- (i) Any operation for drilling for and/or removal of subsurface substances, including but not limited to oil or other hydrocarbons, minerals of any kind, gravel, earth, or any earth substance of any kind;
- (j) Any operation involving dumping, disposal, incineration, or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes;
- (k) Any use involving the display or distribution of pornographic materials, adult books and magazines or X-rated videos or similar productions, and strip clubs and the like, and marijuana dispensers;
- (l) Any use involving automobile sales;
- (m) Any second hand store or auction house, flea market, fire sale, bankruptcy, or going out of business sale business;

1.26 **“Project”** shall mean the Land, the Building and all improvements submitted by this Declaration pursuant to the provisions of the Condominium Act.

1.27 **“Restrictions”** shall mean the covenants, conditions, and restrictions, and reciprocal easements contained herein and recorded concurrently with this Declaration, which encumbers the Land.

1.28 **“Total Votes of the Association”** shall mean the total number of votes appertaining to all Condominiums in the Project. The initial Total Votes of the Association, as of the effective date of this Declaration, are shown on Exhibit B, Schedule of Units, Square Footage, Undivided Ownership Interests, and Votes.

1.29 **“Unit”** shall mean an individual air space unit, consisting of enclosed rooms occupying part of the Building and bounded by the unfinished interior surfaces of the walls, floors, ceilings, windows, and doors along the perimeter boundaries of the air space, as said boundaries are shown on the Map, together with all of the fixtures and improvements therein contained. Paint and other wall, ceiling, or floor coverings on interior surfaces shall be deemed to be part of the Unit. Notwithstanding the fact that they may be within the boundaries of such air space, the following are not part of a Unit insofar as they are necessary for the support or for the use and enjoyment of another Unit: bearing walls, floors, ceilings and roofs (except the interior surfaces thereof and the separate HVAC systems for each Unit which may be connected thereto), foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires, and other utility installations, except the outlets thereof when located within the Unit. The interior surfaces of a window or door mean the points at which such surfaces are located when the window or door is closed.

ARTICLE II

SUBMISSION AND DIVISION OF PROJECT

2.1 Submission to Condominium Act; Covenants Running with the Land. Declarant hereby submits and subjects the Land, the Building, and all other improvements now or hereafter made in or upon the Land or comprising the Project to the provisions of the Condominium Act. All of said property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a commercial condominium project known as AV Medical Condominiums. All of said property is and shall be subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of said Project and in furtherance of a plan for improvement of said property and division thereof into Condominiums. Further, each and all of the provisions of this Declaration shall be deemed to be covenants running with the Land and shall be a burden and a benefit on the Land and shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and to any person acquiring, managing, leasing, or owning any interest in the Land, the Building, or any of the improvements comprising the Project and to their respective personal representatives, heirs, successors, assigns, business invitees, licensees, tenants, mortgagees, customers, and clients.

2.2 Division into Condominiums. The Project is hereby divided into Condominiums, each such Condominium consisting of a Unit and an appurtenant undivided interest in the Common Areas. The initial Units are shown on Exhibit B, Schedule of Units, Square Footage, Undivided Ownership Interests, and Votes, and on the Map, and the initial appurtenant undivided interest in the Common Areas are calculated in accordance with Section 4.5, Computation of Undivided Interest in Common Areas; Votes.

ARTICLE III

BUILDING AND IMPROVEMENTS

3.1 Building and Improvements. The initial improvements will consist of one (1) commercial Building constructed on the Land, which Building will have two (2) above ground stories, a useable attic space, and no basement. The Building and any subsequent Building(s) constructed on the Land will consist of steel framework, other metals, stone, and other customary construction materials. The number of Units in the Building is expected to be three (3). Sidewalks located on the Common Areas will be available for use in connection with the Units on a non-exclusive basis pursuant to the terms and conditions of this Declaration, and Rules and Regulations implemented from time to time.

3.2 Description of Units. The Map contains the Unit number, location, and dimensions of each initial Unit in the Project and all other information necessary to identify each such Unit.

3.3 Description of Common Areas. The Common Areas of the Project are as further described herein.

3.4 Utilities and Services. The Building will be supplied with electricity, gas, water, and sewerage service. In addition, each Unit will be supplied with a separate HVAC system, maintenance, repair, and replacement of which will be the separate responsibility of each respective Owner of its Unit.

3.5 As Constructed. Notwithstanding the description of Units described in Section 3.2 above, for the purposes of interpreting this Declaration and the Map, the boundaries of all Units constructed in substantial accordance with the Map and this Declaration shall be conclusively presumed to be the actual boundaries rather than the description and depiction of the Units set forth on the Map, regardless of the settling or lateral movement of the Units and regardless of minor variances between boundaries shown on the Map and the constructed boundaries of the Units. It is acknowledged that the Map is prepared from the architectural drawings of the Project, prior to construction, and that there will be variances between the boundaries and other features shown on the Map and the actual construction of the Project.

ARTICLE IV

NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

4.1 Interior of Units. Each Owner shall have the exclusive right to paint, repaint, tile, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings, floors, and doors of its Unit and the surfaces of all walls, ceilings, floors, and doors within such boundaries, construct and remove partition walls, fixtures, and other improvements within the boundaries of its Unit; provided, however, that such improvements (a) shall not impair the structural soundness or integrity of the Building; (b) shall not interfere with facilities necessary for the support, use, or enjoyment of any other part of the Project; (c) shall be built to construction standards comparable

or better than the original construction of the Project; and (d) shall not encroach upon the Common Areas or any part thereof, unless the Board shall consent in writing to such encroachment.

4.2 Maintenance of Units. Each Owner shall keep the interior of its Unit including, without limitation, interior walls, windows, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a state of good repair. In the event that any such Unit shall develop an unsanitary or unclean or unsafe condition or fall into a state of disrepair, and in the event that the Owner of such Unit shall fail to correct such condition or state of disrepair promptly following written notice from the Board, then the Board on behalf of the Association shall have the right, at the expense of the Owner of such Unit and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary or unclean or unsafe condition or state of disrepair; provided, however, that the Association shall in no event have the obligation to correct or eliminate any such condition or state of disrepair.

4.3 Right to Combine Units. Two (2) or more Units may be utilized by the Owner or Owners thereto as if they were one (1) Unit. At any time, upon the request of the Owner of one (1) of such adjoining Units, any opening between the two (2) Units which, but for joint utilization of the two (2) Units, would have been occupied by structural separation, shall be closed, at the equal expense of the Owner or Owners of each of the two (2) Units, and the structural separations between the two (2) Units shall thereupon become Common Areas.

4.4 Title. Subject to the provisions of Article VI, Restrictions on Use, title to a Condominium may be held or owned by any person or entity, or any combination thereof, and in any manner in which title to any other real property may be held or owned in the State of Utah, including, without limitation, joint tenancy or tenancy in common.

4.5 Computation of Undivided Interest in Common Areas; Votes. The percentage of undivided interest in the Common Areas which is appurtenant to each Unit initially contained in the Project is equal to the ratio between the size of such Unit and the aggregate size of all Units initially included in the Project, but with the minor adjustments described at the end of this Section. The Total Votes of the Association shall number one hundred (100). The number of votes in the Association, which is appurtenant to each Unit initially contained in the Project, is equal to one hundred (100) multiplied by the percentage of the undivided interest in the Common Areas which is appurtenant to the Unit concerned (e.g., if one Unit's size is 25% of the aggregate size of all Units, then that Unit would have twenty-five (25) votes calculated as $100 \times .25$). The percentage of undivided ownership interests and the number of votes in the Association, which are appurtenant to each Unit initially contained in the Project, have been computed in the aforesaid manner and through use of the minor adjustments described at the end of this Section and are set forth on Exhibit B, Schedule of Units, Square Footage, Undivided Ownership Interests, and Votes. In utilizing the foregoing formulas, minor adjustments may have been made in some or all of the percentage interests and the number of votes, which result from a strict application thereof for the purposes, but only for the purposes, of assuring that the total undivided ownership interests respecting the Project equals one hundred percent (100%), the Total Votes of the Association equals one hundred (100), and no vote in the Association is divided into fractional parts. Except as otherwise provided in this Declaration, the undivided interest appurtenant to each Unit shall have a permanent character and shall not be altered. The sum of the undivided interests in the

Common Areas allocated to all Units shall at all times equal one hundred percent (100%). Declarant is authorized to round the undivided interest of one or more Units in order to cause the total to equal one hundred percent (100%).

4.6 Use and Maintenance of Common Areas. Except as otherwise provided in this Declaration, each Owner shall have the nonexclusive right to use of the Common Areas in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to the provisions of this Declaration and any Rules and Regulations promulgated by the Association. The Association shall have the right and obligation to maintain and repair all Common Areas. Notwithstanding the undivided interest in a Limited Common Area, such Limited Common Area shall be reserved for the exclusive use of the Owner of the Unit to which it is appurtenant, as shown on the Map or as specified in this Declaration.

4.7 Divider Walls. The walls separating the Unit of one Owner from the Unit of an adjoining Owner shall be referred to as a “**Divider Wall**” and the location of the plane of its centerline shall be coincident with the vertical plane which serves as the common boundary between the Units of Owners whose Units adjoin one another. A Divider Wall shall not be removed by an Owner, except that in the event a Divider Wall is no longer intended to serve to separate the Unit of one Owner from the Unit of another Owner, the Divider Wall may be removed provided such removal shall be at the sole cost and expense of the Owner performing the same and the prior written approval of the Board has been obtained. A Divider Wall may not be constructed by an Owner without the prior written approval of the Board, which shall grant its approval only upon receipt of a building permit, if any is required, and evidence satisfactory to the Board that the Divider Wall will be constructed coincident with the vertical plane which serves as the common boundary between the Units of Owners whose Units adjoin one another. Any such construction shall be at the expense of the Owners performing the same. In no event may a Divider Wall be removed or constructed if the structural soundness of the Building may in any way be affected thereby. All Divider Walls, whether constructed by the Declarant or an Owner, shall be the property of the Association and ordinary maintenance, other than painting and decorating of said Divider Walls, shall be performed by the Association and the cost thereof shall be a Common Expense of the Project; provided, however, that an Owner shall be responsible for any damage caused to a Divider Wall by its negligent or intentional acts or those of its representatives, employees, or agents, and the cost of said repair shall be specially assessed to that Owner, and said sum, together with interest thereon and all costs of collection, shall be immediately due and payable and shall be secured in the same manner as the Association’s lien for payment of Common Expenses, as hereinafter described.

4.8 Inseparability. Title to no part of a Condominium within the Project may be separated from any other part thereof, and each Unit and the undivided interest in the Common Areas appurtenant to each Unit shall always be conveyed, devised, mortgaged, hypothecated, encumbered, and otherwise affected only as a complete Condominium. Every devise, encumbrance, conveyance, or other disposition of a Condominium, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth. Any purported devise, conveyance, encumbrance, or other disposition (voluntary or involuntary) of an individual interest

in the Common Areas shall be void unless the Unit to which such interest is allocated is also transferred.

4.9 No Partition. The Common Areas shall be owned in common by all of the Owners, and no Owner may bring any action for partition thereof.

4.10 Separate Mortgage by Owners. Each Owner shall have the right to separately mortgage or otherwise encumber its Condominium. No Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas or any part thereof, except the undivided interest therein appurtenant to its Condominium. Any Mortgage or other encumbrance of any Condominium shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, execution, or otherwise.

4.11 Separate Taxation. Each Condominium, including each appurtenant undivided interest in the Common Areas, shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision or of any special improvement district or of any other taxing or assessing authority. For purposes of such assessment, the valuation of the Common Areas shall be apportioned among the Units in accordance with the Condominium Act. Notwithstanding anything contained herein to the contrary, all taxes, assessments, and other charges of the State of Utah or of any political subdivision (e.g., Utah County) or of any special improvement district or of any other taxing or assessing authority relating to the Common Areas shall be prorated, allocated, and assessed by such authority equally to the Units. All such taxes, assessments, and other charges on each respective Condominium shall be separately levied against the Owner thereof. No forfeiture or sale of any Condominium for delinquent taxes, assessments, or other charges shall divest or in any way affect the title to any other Condominium.

4.12 Mechanic's Liens. No labor performed or material furnished for use in connection with any Unit with consent or at the request of an Owner, its representative, employee, agent, or subcontractor, shall create any right to file a statement of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Areas, except the undivided interest therein appurtenant to the Unit of the Owner for whom such labor was performed or materials furnished.

4.13 Description of Condominium. Every contract for sale of a Condominium and every other instrument affecting title to a Condominium may describe a Unit by its identifying number or symbol as indicated in this Declaration or as shown on the Map. Such description will be construed to describe the Unit, together with its appurtenant undivided interest in the Common Areas, and to incorporate all of the rights incident to ownership of a Condominium and all of the limitations of such ownership.

4.14 Division of Utility Costs. The cost of all utility or municipal services (including, without limitation, water, sewer, garbage collection, telephone, electrical, and gas) which are separately metered to a particular Unit (if metering is applicable to the service in question) and

billed by the suppliers concerned shall be paid by the Owners of the respective Units. The cost of all such services which are separately metered (if metering is applicable to the service in question) and billed regarding less than all of the Units in the Project either shall be paid directly by the respective Owners of the Units to which the service in question is provided (if and to the extent that separate metering and billing occurs as regards each of said Units) or shall be paid in the first instance by the Association from the Common Expense Fund (if and to the extent that more than one Unit is included in any particular separate metering and billing arrangement). If and to the extent that the Association as aforesaid pays such cost in the first instance from the Common Expense Fund, then the Association shall be reimbursed for such cost by the respective Owners of the Units to which the service in question was provided, with the Owner of each such Unit being obligated to make reimbursement based upon its respective undivided interest in the Common Areas of the Project or its pro rata share of the cost if less than all of the Units are involved. The cost of all such services which are not separately metered (if metering is applicable to the service in question), including, without limitation, gas, sewer, and water, will be billed to the Building as a whole, shall be paid by the Association from the Common Expense Fund. The Association shall be reimbursed for such costs by the respective Owners of the Units to which the service in question was provided, with the Owner of each such Unit being obligated to make reimbursement based upon its respective undivided interest in the Common Areas of the Project or its pro rata share of the cost if less than all the Units are involved. Notwithstanding anything to the contrary contained in this Section, in the event that any utility or municipal service is separately metered (if metering is applicable to the service in question) and billed to one or more Units and a portion of such service benefits in whole or in part any other Units or the Common Areas, the Association shall reimburse or credit the Owner(s) of the Unit(s) so billed for the cost of such portion, the determination of such portion, and the cost related thereto which shall be borne by the Association as a Common Expense, shall be made by the Association in a fair and reasonable manner on the basis of the best information reasonably available at the time, and shall be final and binding upon all Owners.

4.15 Subdivision of Unit. Each Owner may subdivide its Unit; provided, any such subdivision shall be done in accordance with applicable law and shall comply with this Declaration and the Development CC&Rs. The Owner desiring to subdivide its particular Unit shall pay all costs associated with the subdivision, including, but not limited to, payment of all costs incurred by the Association in amending the Declaration and the Map to include the additional Unit as part of the Project.

ARTICLE V

EASEMENTS

5.1 Easements for Encroachments. In the event the construction, reconstruction, repair, or movement of any portion of the improvements causes any part of the Common Areas to encroach upon any Unit, or any part of a Unit built in substantial accord with the boundaries for such Unit encroaches or shall encroach upon the Common Areas or upon an adjoining Unit for any such reasons, an easement for such encroachment and for the maintenance of the same shall and does exist. Such easements shall extend for whatever period the encroachment exists.

5.2 Easements for Maintenance, Cleaning, and Repair. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Association shall have the irrevocable right to have access to each Unit and to all Common Areas, from time to time, during such reasonable hours as may be necessary for the maintenance, cleaning, repair (emergency or otherwise), or replacement of any Common Areas or for making emergency repairs at any time therein necessary to prevent damage to the Common Areas or to any Unit. In addition, agents of the Association, or utilities providers and/or contractors acting on behalf of other Owners, may enter any Unit when necessary in connection with the installation, maintenance, repair, and replacement of necessary utilities, and for any cleaning, maintenance, repair, replacement, landscaping, construction, or reconstruction for which the Association is responsible. Such entry shall be made after regular business hours to the extent feasible, and with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association with funds from the Common Expense Fund.

5.3 Access Easement; Right to Ingress, Egress, and Support. Each Owner, for the benefit of its licensees, invitees, tenants, contractors, employees, and agents, shall have a non-exclusive easement for and the unrestricted right of access, ingress, and egress to, over, upon, and across all sidewalks, passageways, and driveways, as such may exist on the Land and as necessary for access to and from such Owner's Unit to the "**Common Parking Areas**," as such term is hereinafter defined, in the Project, and to the public streets, and each Owner shall have an easement and the right to horizontal, vertical, and lateral support of such Unit, and such rights shall be perpetual and shall be appurtenant to and pass with title to each Condominium. Each Owner shall have a non-exclusive easement for use of the portion of the Common Areas constituting the conference and break areas in the attic space of the Building subject to the Rules and Regulations of the Association.

5.4 Association's Right to Use Common Areas. The Association shall have an easement to make such use of the Common Areas as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration including, without limitation, the right to construct and maintain in the Common Areas for use by Owners and the Association.

5.5 Easement for Completion of Project. The Declarant shall have a transferable easement over and on the Common Areas for the purpose of completing construction of the Project and making improvements therein, and for the purpose of doing all things reasonably necessary or appropriate in connection therewith. To the extent that damage is inflicted on any part of the Project by any person utilizing said easement, the Declarant and the person causing the damage shall be liable to the Association for the prompt repair of such damage. The Owners do hereby acknowledge and agree that there will be construction activities, traffic, noise, dust, odors, and vibrations which may temporarily disrupt their quiet enjoyment of their Units and the Common Areas appurtenant thereto, and such Owners do hereby waive any right to object to such construction activity. Declarant's construction activities pursuant to the easement granted hereunder shall not be deemed to be a violation of the Prohibited Uses.

5.6 Parking Easement. Each Owner shall have a non-exclusive easement and the right of use of all common parking areas ("**Common Parking Areas**") as may, from time to time exist

on the Land and/or the Project including, access, ingress, and egress to, over, upon, and across, all such Common Parking Areas. The Board, in its reasonable discretion, shall have the right to designate the location of, and place a limitation on, the number of parking spaces each Owner is entitled to use pursuant to this Section.

5.7 Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

ARTICLE VI

RESTRICTIONS ON USE

6.1 Use and Occupancy. Units shall be used and occupied only for commercial and retail purposes and in accordance with all applicable laws, ordinances, and regulations including, without limitation, any and all covenants, conditions, and restrictions that may apply to the Project as part of this Declaration. No Owner shall use or occupy, or cause or permit to be used or occupied, any Unit for a Prohibited Use, or otherwise in violation of this Declaration or any applicable laws, ordinances, rules, or regulations including, without limitation, any applicable nuisance laws or ordinances. All Common Areas are designated solely for parking, loading, unloading, ingress, and egress.

6.2 Rules and Regulations. In addition to the restrictions set forth in Section 6.1, the use of all Units shall also be subject to such Rules and Regulations of general application as may be adopted by the Board of the Association. Such Rules and Regulations shall be binding on all members of the Association unless duly amended by the Board or by a 67% supermajority of the Total Votes of the Association.

6.3 Compliance. The administration of the Project shall be in accordance with the provisions of this Declaration, the Restrictions, the Articles of Incorporation, the Bylaws, and the Rules and Regulations duly adopted by the Association. Each Owner and Occupant shall comply with such Declaration, Restrictions, Articles of Incorporation, Bylaws, and the Rules and Regulations, all as amended from time to time.

6.4 Partition. No Owner nor any other person shall bring any action for partition or division of the Project or any portion thereof, and every person acquiring any interest in the Project shall acquire the same subject to this Declaration and shall be deemed to have waived any right to seek any partition until the Land and Building have been removed from the provisions of the Condominium Act as provided therein.

6.5 Structural Changes and Prohibitions. No Owner shall make structural alterations or modifications to its Unit or to any of the Common Areas including, but not limited to, the erection of antennas, aerials, or awnings; the placement of any reflective or other material in the windows of the Unit; or other exterior attachments, without the prior written approval of the Association. The Association shall not approve any alterations, decorations, or modifications that would

jeopardize or impair the soundness, safety, or appearance of the Project. Excepting the construction or removal of Divider Walls between Units owned by the Declarant prior to the first conveyance of such Units to a person other than the Declarant, the erection, removal, or alteration of Divider Walls for the purpose of creating or subdividing Units shall require the prior written approval of the Board subject to such conditions as they may impose including, but not limited to, minimum Unit size requirements, architectural plans, maintenance of liability insurance during construction, performance and payment bonds, or otherwise, the expense of which must be borne by the affected Owners.

6.6 Leasing. An Owner may lease its Unit, in whole or in part, for the same purposes set forth in Section 6.1; provided, however, that such lease transaction is in accordance with the provisions of this Declaration including, but not limited to, the terms, covenants, rights, and privileges set forth in Section 6.13, Ownership and Lease Restrictions, and Section 6.14, Right of First Offer and First Refusal.

6.7 Improper Uses. No immoral, improper, unlawful, or offensive activity shall be carried on in any Unit or upon the Common Areas nor shall anything be done which may be or become an annoyance or a nuisance, legal or otherwise, to the Unit Owners. No Owner shall do or permit anything to be done or keep or permit to be kept in its Unit or on the Common Areas anything that will increase the rate of insurance on the Project.

6.8 Signs. No signs or other advertising devices shall be displayed except in conformity with Rules and Regulations promulgated by the Board; provided, however, that the initial tenants may have signs on their windows and doors within such limitations on size and type as the Declarant may determine, but not on the exterior walls of the improvements, and provided, further that no Owner can be excluded from any building directory unless prohibited by law or ordinance. Lighted signage as approved by Vineyard City is being installed on three (3) sides of the Building. In addition, the Board has the option of approving and adding up to two (2) monument signs in the future as determined by the Board.

6.9 Cleaning and Storage in Common Areas. The Common Areas are not to be used for storage of supplies, personal property, or trash or refuse of any kind except for common trash receptacles placed at the discretion of the Board. Stairs, entrances, sidewalks, yards, driveways, and parking areas shall not be obstructed in any way nor shall unauthorized persons use them for other than their intended purposes. In general, no activities shall be carried on nor condition maintained by any Owner either in its Unit or upon the Common Areas, which despoils or in any manner negatively affects the appearance of the Project.

6.10 Maintenance of Units. Each Owner shall maintain its Unit in a sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Areas or any other Unit, and each Owner shall be responsible for its negligence or misuse of any of the Common Areas or of its own facilities resulting in damage to the Common Areas or any other Unit.

6.11 Association Access to Unit. The Association or its agent shall have access to each Unit, from time to time, during reasonable working hours, upon notice to its Owner, as may be necessary for the maintenance, repair, or replacement of any of the Common Areas or other Units.

The Association or its agents shall also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Areas or to another Unit. If requested by the Association, each Owner shall furnish to the Association a duplicate key to the entrance door to its Unit and shall furnish a new duplicate key upon any change of locks thereto. Said keys shall be kept by the Association in a safe and secure place, and are to be used only in case of emergency or upon written authorization of the Owners.

6.12 Declarant Activities. None of the restrictions contained in this Article VI, Restrictions on Use, shall apply to the commercial activities, signs, or billboards, if any, of the Declarant during the sales period of the Project or to the activities of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation as the same may be amended from time to time.

6.13 Ownership and Lease Restrictions. For so long as Vineyard Ridge Property Management, LLC or its affiliates (together “**Vineyard Ridge**”) is/are the owner(s) of a Unit(s), the Owner of any other Unit(s) in the Project may not, without the prior written consent of Vineyard Ridge and Alpine Pediatrics, P.C. (“**Alpine**,” if Alpine is then a tenant in the Building), use their respective Unit(s) for any Restricted Business, or sell, lease, sublease, assign, or otherwise transfer their respective Unit(s) or lease, sublease, or assign any space within the Building or any part thereof or any interest therein to any third party that is engaged in any Restricted Business or that would be in competition with any Restricted Business. Similarly, for so long as HM Investment Holdings, LLC or its affiliates (together “**HM Investment**”) is/are the owner(s) of a Unit(s), the Owner of any other Unit(s) in the Project may not, without the prior written consent of HM Investment and Valley Obstetrics & Gynecology, P.C. (“**Valley**,” if Valley is then a tenant in the Building), use their respective Unit(s) for any Restricted Business, or sell, lease, sublease, assign, or otherwise transfer their respective Unit(s) or lease, sublease, or assign any space within the Building or any part thereof or any interest therein to any third party that is engaged in any Restricted Business or that would be in competition with any Restricted Business. For purposes of this Declaration, (a) a “**Restricted Business**” in relation to Vineyard Ridge and/or Alpine is any use or occupancy for any practice or business that is engaged, in whole or in part, directly or indirectly, in pediatric medicine, pediatric behavioral health (including both psychiatry and psychology), and/or family medicine, or any activity that is ancillary, related, or incident to any of the foregoing; and (b) a Restricted Business in relation to HM Investments and/or Valley is any use or occupancy for any practice or business that is engaged, in whole or in part, directly or indirectly, in obstetrics and/or gynecology, or any activity that is ancillary, related, or incident to any of the foregoing. Further, as used in this Section, “affiliate” shall mean, with respect a specified person or entity, any individual, partnership, corporation, limited liability company, trust, unincorporated organization, association, or other entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with, such person or entity. Notwithstanding the foregoing in this Section, or anything to the contrary in this Declaration (1) for so long as Vineyard Ridge is the Owner of a Unit(s), it may lease its Unit(s) to Alpine (or to any affiliate of Alpine) and may sell, transfer, lease, or sublease its Unit(s) or lease, sublease, or assign any space within the Building or any part thereof or any interest therein to any other person or entity engaged in pediatric medicine, pediatric behavioral health (including both psychiatry and psychology), and/or family medicine; and (2) for so long as HM Investment is the Owner of a

Unit(s), HM Investment may lease its Unit(s) to Valley (or to any affiliate of Valley) and may sell, transfer, lease, or sublease its Unit(s) or lease, sublease, or assign any space within the Building or any part thereof or any interest therein to any other person or entity engaged in obstetrics and/or gynecology. Each of Vineyard Ridge (and Alpine if it is then a tenant in the Building) and HM Investment (and Valley if it is then a tenant in the Building) may withhold its/their respective consent under this Section absolutely and without any limitation. Each Owner shall include the foregoing restrictions in the lease (or any sublease) between such Owner (as landlord) and each tenant (or subtenant) in such Owner's Unit(s).

6.14 Right of First Offer and First Refusal. During the time and continuing for as long as Vineyard Ridge and HM Investment are each an Owner of a Unit(s), should either Vineyard Ridge or HM Investment desire to sell their respective Unit(s) (as the "**Selling Owner**"), the other Owner (the "**Purchasing Owner**") shall have the following rights, but shall not have any such obligation:

(a) Right of First Offer. In the event a Selling Owner determines to sell its respective Unit(s), then such Selling Owner agrees to notify the Purchasing Owner in writing, and such Purchasing Owner shall then have the first right for a period of sixty (60) days from receipt of such notice to make an offer to purchase the Selling Owner's respective Unit(s). If the Selling Owner and a Purchasing Owner do not execute a binding written agreement within such sixty (60) day period for purchase by the Purchasing Owner of the Selling Owner's respective Unit(s), then the right of first offer of the Purchasing Owner in relation to such offer shall expire and be void, and the Selling Owner may proceed to offer to sell and to market its respective Unit(s), upon such terms as are acceptable to the Selling Owner, subject to the restrictions in this Declaration and in particular in Section 6.13, Ownership and Lease Restrictions, and the Purchasing Owner's right of first refusal in Subsection 6.14(b).

(b) Right of First Refusal. If a Selling Owner receives an offer to purchase its respective Unit(s) which the Selling Owner intends to accept, then the Selling Owner shall promptly deliver notice to the Purchasing Owner a copy of said third-party offer to purchase. Any such offer to purchase shall be from a bona fide individual or entity who/that in the Selling Owner's judgment has submitted a good faith written offer and who/that is ready, willing and able to perform with respect to such offer. For the sixty (60) day period following the giving of such notice, the Purchasing Owner shall have the right to enter into an agreement with the Selling Owner for the purchase of the Selling Owner's respective Unit(s) at the same price and terms as the Selling Owner proposes to accept from the third party. The Purchasing Owner shall exercise such right by giving the Selling Owner written notice of its election to do so before expiration of the above mentioned sixty (60) day period. In the event the right to purchase is exercised as described above, the purchase transaction shall be closed and consummated within ninety (90) days or such longer period as may be provided in the third party's offer. In the event the right to purchase by the Purchasing Owner is not exercised, and subject to the restrictions in this Declaration and in particular in Section 6.13, Ownership and Lease Restrictions, then the Selling Owner may enter into the proposed transaction upon the terms and conditions and with the third party specified in such notice, and the right of first offer and the right of first refusal of all

Purchasing Owners in relation to such offer shall thereupon terminate and thereafter be void.

ARTICLE VII

THE ASSOCIATION

7.1 Membership. Each Owner shall be entitled and required to be a member of the Association. Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Condominium is held by more than one person or entity, then the membership appurtenant to that Condominium shall be shared by all such persons or entities in the same proportionate interest and by the same type of tenancy in which title to the Condominium is held. Each Condominium shall be entitled to one membership in the Association. Each membership shall be appurtenant to the Condominium to which it relates and shall be transferred automatically by conveyance of that Condominium. Ownership of a Condominium cannot be separated from membership in the Association appurtenant thereto, and, any devise, encumbrance, conveyance, or other disposition, respectively, of a Condominium shall include the Owner's membership in the Association and rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Condominium.

7.2 Board of Trustees. The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by a Board of Trustees consisting of not less than three (3) nor more than five (5) natural persons as provided in the Bylaws. The Board of Trustees shall be elected as provided in this Declaration and in the Bylaws.

7.3 Declarant Control Period. There is hereby established a Declarant Control Period, during which period Declarant or persons designated by it shall have the authority to appoint and remove the Association officers and members of the Board of Trustees. The Declarant Control Period shall terminate no later than the earlier of:

- (a) Three (3) years after the first Condominium is conveyed by deed to an Owner;
- (b) after Units to which three-fourths (3/4) of the undivided interest in the Common Areas appertain have been conveyed to Owners; or
- (c) Declarant provides the Association written notice of Declarant's waiver of such exclusive right.

7.4 Votes. The number of votes appurtenant to each respective Condominium shall be as set forth in Exhibit B, Schedule of Units, Square Footage, Undivided Ownership Interests, and Votes. The number of votes appurtenant to each Condominium shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in a duly recorded amendment to this Declaration. The Declarant shall have full voting rights with respect to each Condominium that it owns.

7.5 Professional Management. The Association may carry out, through the Manager, those of its functions that are properly the subject of delegation. The Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Project for the benefit of the Association and the Owners, and shall, to the extent permitted by law and by the terms of the management agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. Any such management agreement executed on or before the termination of the Declarant Control Period may be terminated by the Association without cause at any time after transfer of such control. The above term and termination provisions shall not apply to any other types of service contracts.

7.6 Amplification. The provisions of this Article VII may be amplified by the Articles and the Bylaws; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

ARTICLE VIII

CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND BOARD OF TRUSTEES

8.1 The Common Areas. The Board, acting on behalf of the Association and, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including the Common Facilities) and shall keep the same in a good, clean, attractive, safe, and sanitary condition, order, and repair. The Association shall be responsible for the maintenance and repair of the exterior of the Building, other improvements, and grounds, including, without limitation, painting thereof, repair and replacement of exterior trim, roofs (except for the HVAC systems, which are the responsibility of each respective Owner) and fences, and maintenance of elevators, parking areas, landscaping, walkways, and driveways. The Association shall also be responsible for maintenance, repair, and replacement of Common Areas within the Building, including, without limitation, landings, stairways, utility lines, Common Facilities, and all improvements and other items located within or used in connection with the Common Areas. The specification of duties of the Association with respect to particular Common Areas shall not be construed to limit its duties with respect to other Common Areas. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund.

8.2 Powers of The Board. Except as otherwise provided herein, the Board of Trustees shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Condominium Act, the Utah Revised Nonprofit Corporation Act, Utah Code Annotated §§ 16-6a-101 *et seq.*, this Declaration, and the Bylaws, each as amended from time to time, including but not limited to the following:

- (a) To make and enforce all rules and regulations covering the operation and maintenance of the Project and the Units.

(b) To engage the services of the Manager, accountants, attorneys, or other employees or agents and to pay to said persons a reasonable compensation therefor.

(c) To operate, maintain, repair, improve, and replace the Common Areas, including the Limited Common Areas.

(d) To determine and pay the Common Expenses.

(e) To assess and collect the proportionate share of Common Expenses from the Owners, as provided in Article IX, Assessments.

(f) To enter into contracts, deeds, leases, and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

(g) To open bank accounts on behalf of the Association and to designate the signatories therefor.

(h) To bring, prosecute, and settle litigation for itself, the Association, and the Project.

(i) To obtain insurance for the Association with respect to the Units and the Common Areas, as well as worker's compensation insurance.

(j) To repair or restore the Project following damage or destruction or a permanent taking by the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation not resulting in the removal of the Project from the provisions of the Act.

(k) To keep adequate books and records and implement the policies and procedures for the inspection of the books and records of the Project by Owners in accordance with the terms of the Bylaws. Such books and records shall include detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and any other expenses incurred.

(l) To do all other acts necessary for the operation and maintenance of the Project, including the maintenance and repair of any Unit if the same is necessary to protect or preserve the Project.

(m) To prepare, adopt, amend, and disseminate budgets and other information from time to time in accordance with the terms of the Bylaws.

(n) To grant easements and rights-of-way over the Common Areas and Facilities and to approve signage for the Project.

8.3 Miscellaneous Goods and Services. The Board may, on behalf of the Association, obtain and pay for the services of such personnel as the Board shall determine to be necessary or

desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Board may, on behalf of the Association, obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. In addition to the foregoing, the Board may, on behalf of the Association, acquire and pay for out of the Common Expense Fund, water, sewer, garbage collection, snow removal, electrical, gas, and other necessary or desirable utility services for the Common Areas (and for the Units to the extent not separately metered or billed), insurance, bonds, and other goods and services common to the Units.

8.4 Easements Over Common Areas. The Board may, on behalf of the Association, grant easements over the Common Areas from time to time for the benefit of the Building, the Common Areas and any larger commercial development of which the Building is a part.

8.5 Providing Payoff Information; Written Statement. The Board may charge a reasonable fee for providing Association payoff information needed in connection with the closing of an Owner's financing, refinancing, or sale of a Condominium. Such fee shall not exceed the maximum amount (if any) set forth in the Condominium Act. The Board must provide payoff information within ten (10) business days after the closing agent for a transaction requests such information. Such request shall include all information required by the Condominium Act and be delivered in accordance with the requirements set forth in the Condominium Act. Even when not needed in connection with the closing of an Owner's financing, refinancing, or sale of a Condominium, an Owner may request in writing a written statement from the Board indicating any unpaid assessments with respect to the Owner's Condominium. The Association may charge the Owner requesting the statement a fee not to exceed the maximum amount (if any) set forth in the Condominium Act.

8.6 Registration with the Department of Commerce. The Association shall register with the Utah Department of Commerce within ninety (90) days of the recordation of this Declaration. Further, within ninety (90) days after a change of any information provided in the Association's registration with the Department of Commerce, the Board shall submit an updated registration in the manner established by the Department of Commerce and the Condominium Act.

8.7 No Liability for Latent Defects. NOTWITHSTANDING THE DUTY OF THE ASSOCIATION TO MAINTAIN AND REPAIR PORTIONS OF THE PROJECT, AND EXCEPT TO THE EXTENT COVERED BY ASSOCIATION INSURANCE AS DESCRIBED IN ARTICLE X, INSURANCE, NEITHER THE ASSOCIATION NOR THE BOARD SHALL BE LIABLE TO ANY OWNER(S) FOR INJURY OR DAMAGE, OTHER THAN FOR THE COST OF MAINTENANCE AND REPAIR, CAUSED BY ANY LATENT CONDITION OF THOSE PORTIONS OF THE PROJECT TO BE MAINTAINED AND REPAIRED BY THE ASSOCIATION, OR CAUSED BY WEATHER CONDITIONS OR OTHER OWNERS OR PERSONS.

ARTICLE IX

ASSESSMENTS

9.1 Agreement to Pay Assessments. The Declarant, for each Condominium owned by it, and each Owner of a Condominium, by the acceptance of instruments of conveyance and transfer therefor whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all assessments made by the Association for the purposes provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in this Article IX, Assessments.

9.2 Annual Assessments. Annual assessments shall be computed and assessed against all Condominiums in the Project as follows:

(a) Common Expense. Annual assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Areas and furnishing common utility services and other common items to the Condominiums. Such estimated expenses may include, without limitation, the following: expenses of management; real property taxes and special assessments (unless and until the Condominiums are separately assessed); premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages of Association employees, including fees for a Manager; utility charges, including charges for utility services to the Condominiums to the extent not separately metered or billed; legal and accounting fees; any deficit remaining from a previous period; creation of an adequate contingency reserve, major maintenance reserve, and/or sinking fund; creation of an adequate reserve fund for maintenance, repairs, and replacement of those Common Areas that must be replaced on a periodic basis; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. Such shall constitute the Common Expenses, and all funds received from assessments under this Subsection 9.2(a) shall be part of the Common Expense Fund. Two (2) separate and distinct funds may be created and maintained hereunder, one for operating expenses and one for capital expenses, which together shall constitute the Common Expense Fund.

(b) Apportionment. Common Expenses shall be apportioned among and assessed to all Condominiums and their Owners in proportion to their respective undivided interests in the Common Areas. The Declarant shall be liable for the amount of any assessments against Condominiums owned by it.

(c) Annual Budget. Annual assessments shall be determined on the basis of a fiscal year beginning January 1st and ending the following December 31st, provided the first fiscal year shall begin on the date of this Declaration, and, on or before December 31st of each year thereafter, the Board shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated Common Expenses for such fiscal year, anticipated

receipts (if any), and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the annual assessment for the upcoming, fiscal year and as the major guideline under which the Project shall be operated during such annual period.

(d) Notice and Payment. Except with respect to the first fiscal year, the Board shall notify each Owner in writing as to the amount of the annual assessment against its Condominium on or before December 1 each year for the fiscal year beginning on January 1 next following. Except as otherwise provided by the Board, each annual assessment shall be payable in twelve (12) equal monthly installments, one such installment due on the first day of each calendar month during the fiscal year to which the assessment relates; provided, however, the annual assessment for the first fiscal year shall be based upon such portion of the first fiscal year. An Owner may prepay its annual assessment. The Association shall have the right to charge a late fee equal to five percent (5%) of any assessment not paid within fifteen (15) days of the due date thereof. In addition, all unpaid installments of any annual assessment shall bear interest at the rate established by the Board not to exceed eighteen percent (18%) per annum from fifteen (15) days after the date each such installment became due until paid. In the event that any installment of the annual assessment is not paid within fifteen (15) days of the date such installment becomes due, the Association may, at its option, and upon fifteen (15) days prior written notice to the Owner, accelerate the due date for all remaining unpaid installments of the annual assessment for the remainder of the fiscal year and all accrued but unpaid interest thereon. Payment of the annual assessment installments so accelerated shall be due at the expiration of said fifteen (15) day notice period and interest shall accrue on the entire sum at the rate established by the Board not to exceed eighteen percent (18%) per annum from such date until paid in full. The failure of the Board to give timely notice of any annual assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment, but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such assessment shall have been given to the Owner in the manner provided in this Declaration.

(e) Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Board may, on behalf of the Association, levy additional assessments in accordance with the procedure set forth in Section 9.3, Special Assessments, except that the vote therein specified shall be unnecessary.

9.3 Special Assessments. In addition to the annual assessments authorized by this Article IX, the Board may, on behalf of the Association, levy, at any time and from time to time, upon the affirmative vote of at least fifty-one percent (51 %) of the Total Votes of the Association, held by Owners voting by either written ballot, or in person or by proxy at a meeting called for such purpose, one or more special assessments, payable over such periods as the Board may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other

expenses incurred or to be incurred as provided in this Declaration (including, without limitation, Common Expenses). This Section shall not be construed as an independent source of authority for the Association to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other sections or articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interests in the Common Areas. Notice in writing of the amount of each such special assessment and the time for payment thereof shall be given promptly to the Owners; no payment shall be due less than fifteen (15) days after such notice shall have been given. All unpaid portions of any special assessment shall bear interest at the rate established by the Board not to exceed eighteen percent (18%) per annum from the date such portions become due until paid. All funds received from assessments under this Section shall be part of the Common Expense Fund.

9.4 Lien for Assessments. All sums assessed to Owners pursuant to the provisions of this Article IX, together with late charges and interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association. To evidence a lien for sums assessed pursuant to this Article IX, the Board may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Condominium, and a description of the Condominium. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder of Utah County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of applicable law. The Declarant hereby conveys and warrants pursuant to Utah Code Ann. §§ 57-1-20 and 57-8-45 to First American Title Insurance Company, Inc., with power of sale, the Units and all improvements to the Units for the purpose of securing payment of assessments under the terms of this Declaration. In any exercise of a power of sale remedy, the Association may appoint its attorney or any title insurance company to act as the trustee in connection with such sale and said trustee shall have all of the rights and powers necessary to convey title to the Condominium to the purchaser at any foreclosure sale. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorney fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium, which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Board shall have the right and power on behalf of the Association to bid in at any foreclosure sale and to hold, lease, mortgage, or convey the subject Condominium in the name of the Association.

9.5 Priority of Lien. The lien of the Association has priority over each lien and encumbrance on a Condominium except: (a) a lien or encumbrance recorded before recordation of this Declaration; (b) a First Mortgage on a Unit that is recorded before a recorded notice of lien by or on behalf of the Association; and (c) assessments, liens, and charges in favor of the State of Utah or any political subdivision thereof, for taxes and other governmental assessments or charges past due and unpaid on the Unit. The lien procedures described herein do not prohibit actions to recover sums for which the Condominium Act creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. The Board, upon written request, shall furnish to an Owner a statement setting forth the amount of unpaid assessments against the Unit. This statement must be

furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board, the Manager, and every Owner, in favor of all who rely on such statement in good faith.

9.6 Personal Obligation of Owner. The amount of any annual or special assessment against any Condominium shall be the personal obligation of the Owner of such Condominium to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of its Condominium or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment of unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorney fees.

9.7 Personal Liability of Purchaser. The personal obligation of an Owner to pay unpaid assessments against its Condominium as described in Section 9.6 shall not pass to successors in title unless assumed by them; provided, however, a lien to secure unpaid assessments shall not be affected by the sale or transfer of the Condominium unless foreclosure by a First Mortgagee is involved in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but shall not relieve any subsequent Owner from paying further assessments.

9.8 Reserves and Working Capital. The Association may establish the following funds:

(a) Reserve Fund. The Association may establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Areas as the Association may be obligated to maintain, repair, or replace as required by the Condominium Act. The reserve fund shall be maintained out of regular assessments for Common Expenses.

(b) Working Capital Fund. The Association may establish and maintain a working capital fund equal to at least two (2) monthly installments of annual assessment for each Condominium (any “**Working Capital Fund**”). Each Condominium’s share of any Working Capital Fund must be collected and transferred to the Association at the time of the closing of sale of that Condominium. Any Working Capital Fund must be maintained in a segregated account for the use and benefit of the Association. The purpose of any Working Capital Fund is to ensure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Association. Amounts paid into any Working Capital Fund are not to be considered advance payments of any regular assessment. Upon transfer of a Condominium, the Owner’s interest in any Working Capital Fund shall automatically be transferred to the new Owner.

9.9 Leased Units. If an Owner fails to pay Assessments and other amounts due under this Declaration for a period of more than sixty (60) days after such amounts are due and payable, then the Association may require a Tenant (defined below) under a Lease (defined below) with an

Owner to pay the Association all future Lease payments due to the Owner beginning with the next monthly or periodic payment due from the Tenant and until the Association is paid the Amount Owing (defined below). Notices and collection of payments shall comply with the following provisions; provided, however, that if the requirements under the Condominium Act are less restrictive, then the Association need only comply with the requirements thereunder. As used in this Section “**Amount Owing**” means the total of any assessment or obligation under this Declaration that is due and owing together with any applicable interest, late fee, and cost of collection; “**Lease**” means an arrangement under which a Tenant occupies a Unit in exchange for the Owner or Owner’s agent receiving a consideration or benefit, including a fee, service, gratuity, or compensation; and “**Tenant**” means a person, other than the Owner, who has regular, exclusive occupancy of an Owner’s Unit; provided, however, if an Owner has contracted with a rental agent or other property manager to rent the Unit, such agent or manager shall be considered the Tenant for purposes of this Section 9.9.

(a) Landlord Notice. Before requiring a Tenant to pay Lease payments to the Association, the applicable Manager or the Board shall give the Owner notice (“**Notice to Landlord**”), in accordance with this Declaration. The Notice to Landlord shall state: (i) the amount of the assessment due, including any interest, late fee, collection cost, and attorney fees; (ii) that any costs of collection, including attorney fees, and other assessments that become due may be added to the total amount due and be paid through the collection of Lease payments; and (iii) that the Association intends to demand payment of future Lease payments from the Owner’s Tenant if the Owner does not pay the Amount Owing within fifteen (15) days.

(b) Tenant Notice. If an Owner fails to pay the Amount Owing within fifteen (15) days after the applicable Manager or the Board gives the Notice to Landlord, the applicable Manager or the Board may exercise the Association’s rights to collect Lease payments by delivering written notice (“**Notice to Tenant**”) to the Tenant. The Notice to Tenant shall state that: (i) due to the Owner’s failure to pay an assessment within the required time, the applicable Manager or the Board has notified the Owner of the Association’s intent to collect all Lease payments until the Amount Owing is paid; (ii) the law requires the Tenant to make all future Lease payments, beginning with the next monthly or other periodic payment, to the Association, until the Amount Owing is paid; and (iii) the Tenant’s payment of Lease payments to the Association does not constitute a default under the terms of the Lease with the Owner. The applicable Manager or the Board shall mail a copy of the Notice to Tenant to the Owner.

(c) Lease Payments. A Tenant to whom the Notice to Tenant has been given shall pay to the Association all future Lease payments as they become due and owing to the Owner: (i) beginning with the next monthly or other periodic payment after the Notice to Tenant is delivered to the Tenant; and (ii) until the Association notifies the Tenant that the Amount Owing is paid. An Owner shall credit each payment that the Tenant makes to the Association under this Section against any obligation that the Tenant owes to the Owner as though the Tenant made the payment to the Owner. An Owner may not initiate a suit or other action against a Tenant for failure to make a Lease payment that the Tenant pays to the Association as required under this Section. Within five (5) business days after the

Amount Owing is paid, the applicable Common Area Manager or Management Committee shall notify the Tenant in writing (and mail a copy thereof to the Owner) that the Tenant is no longer required to pay future Lease payments to the Association. For any Unit subject to a nightly rental contract, the amount paid to the Association shall be the amount that would otherwise be paid to the Owner.

(d) Separate Account. The Association shall deposit money paid to the Association under this Section 9.9 in a separate account and disburse that money to the Association until the Amount Owing is paid and any cost of administration, not to exceed the maximum amount set forth in the Condominium Act (if any) is paid. The Association shall, within five (5) business days after the Amount Owing is paid, pay to the Owner any remaining balance.

9.10 Evidence of Payment of Annual and Special Assessments. Upon receipt of a written request by an Owner or any other person, the Association within a reasonable period of time thereafter shall issue to such Owner or other person a written certificate stating (a) that all annual and special assessments (including interest, costs, and attorney fees, if any, as provided in Section 9.2, Annual Assessments) have been paid with respect to any specified Condominium as of the date of such certificate; or (b) if all annual and special assessments have not been paid, the amount of such annual and special assessments (including interest, costs, and attorney fees, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates, which charges must be paid at the time the request for any such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or Mortgagee on, the Condominium in question.

ARTICLE X

INSURANCE

10.1 Insurance. The Association shall at all times maintain in force insurance meeting the following requirements:

(a) Hazard Insurance. A “master” or “blanket” type policy of property insurance shall be maintained covering the entire Project, including: Common Areas, the Building, all Units (other than the interior contents thereof), fixtures, building service equipment, personal property, and supplies comprising a part of the Common Areas or owned by the Association but excluding land, foundations, excavations, and other items normally not covered by such policies. References herein to a “master” or “blanket” type policy of property insurance are intended to denote single entity condominium insurance coverage. As a minimum, such “master” or “blanket” policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to the Project in construction, location, and use, including (without limitation) all perils normally covered by the standard “all risk” endorsement, when such endorsement is available. Such “master” or “blanket” policy shall be in an amount not less than one

hundred percent (100%) of full replacement cost of all elements of the Project covered by such policy, exclusive of land, foundations, excavation, and other items normally excluded from such coverage. In the event an Owner uses, or permits any use of, its Unit in a manner that increases the rates of insurance required by this Subsection 10.1(a), such Owner shall be responsible to reimburse the Association for the costs of such increased rates in the same manner as if the increased costs were a part of the Association fees or assessments payable by such Owner.

(b) Fidelity Bonds. The Association may maintain in force and pay the premiums for “blanket” fidelity bonds for all officers, members, and employees of the Association and for all other persons handling or responsible for funds of or administered by the Association whether or not that individual receives compensation for services. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a Manager, the Association may require such Manager to provide “blanket” fidelity bonds, with coverage as required by the Association, for the Manager’s officers, employees, and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall be based upon the Association’s best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association, or the Manager, as the case may be, at any given time during the term of each bond. The bonds required, if any, shall meet the following additional requirements: (1) the fidelity bonds shall name the Association as obligee; (2) the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of “employees”, or similar terms or expressions; (3) the premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by the Manager for its officers, employees, and agents) shall be paid by the Association as part of the Common Expenses; and (4) the bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days’ prior written notice to the Association and to any Insurance Trustee (as defined below).

(c) Liability Insurance. The Association shall maintain in force, and pay the premium for a policy providing comprehensive general liability insurance coverage covering all of the Common Areas, public ways in the Project, if any, and other areas of the Project that are under the Association’s supervision. The coverage limits under such policy shall be in amounts generally required by private institutional Mortgage investors for projects similar the Project in construction, location, and use. Nevertheless, such coverage shall be for at least One Million Dollars (\$1,000,000) for bodily injury, including deaths to persons, and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries, and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and legal liability arising from lawsuits related to employment contracts of the Association. Additional coverage under such policy shall include protection against such other risks as are customarily covered with respect to projects similar to the Project in construction, location, and use. If such policy does not

include “severability of interest” in its terms, the policy shall include a special endorsement to preclude an insurer’s denial of any Owner’s claim because of negligent acts of the Association or any other Owner. Such policy shall provide that it may not be cancelled or substantially modified, by any party, without at least fifteen (15) days’ prior written notice to the Association and to each First Mortgagee on an individual Unit in the Project. In the event an Owner uses, or permits any use of, its Unit in a manner that increases the rates of insurance required by this Subsection 10.1(c), then such Owner shall be responsible to reimburse the Association for the costs of such increased rates in the same manner as if the increased costs were a part of the Association fees or assessments payable by such Owner.

(d) Insurance Trustees and General Requirements Concerning Insurance. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured on behalf of the Association, the Association’s authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the “**Insurance Trustee**”), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Owner hereby appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as its attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; and the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or any Insurance Trustee, shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the use and benefit of the Owners and their Mortgagees, as their interests may appear.

Each insurance policy maintained pursuant to the foregoing Subsections (a), (b), and (c) shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has at least a B general policyholder’s rating or a financial performance index of 6 or better in the Best’s Key Rating Guide. No such policy shall be maintained where: (1) under the terms of the carrier’s charter, bylaws, or policy, contributions may be required from, or assessments may be made against, an Owner, a Mortgagee, the Board, or the Association; (2) by the terms of the carrier’s charter, bylaws, or policy, loss payments are contingent upon action by the carrier’s board of directors, policyholders, or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Board, the Association, or an Owner) from collecting insurance proceeds. The provisions of this Subsection (d) and of the foregoing Subsections (a), (b), and (c) shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

(e) Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Project, which may have

been damaged or destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Declaration.

10.2 Additional Coverage. The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration, in such amounts and in such forms as the Association may deem appropriate from time to time.

10.3 Owner's Insurance. Each Owner, at its own expense, may procure and maintain at all times fire and extended coverage insurance covering personal property of such Owner and additional fixtures and improvements added by such Owner against loss by fire and other casualties, including, without limitation, vandalism and malicious mischief. All policies providing such casualty insurance shall provide that they do not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Article 10. Notwithstanding the provisions hereof, such Owner may obtain insurance at its own expense providing such other coverage upon its Condominium, its personal property, for its personal liability, and covering such other risks as it may deem appropriate; provided, that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Article 10. If obtainable under industry practice without an unreasonable additional charge for such waiver, all such insurance shall contain a waiver of the insurance company's right of subrogation against the Association, the Declarant, the Manager, other Owners, and their respective servants, agents, and guests. An Owner may cause a tenant of Owner to obtain and pay for the insurance policy specified in this Section.

ARTICLE XI

DAMAGE OR DESTRUCTION

11.1 Association as Attorney-in-Fact. All of the Owners irrevocably constitute and appoint the Association as their true and lawful attorney-in-fact in their name, place, and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Association as its attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. All insurance proceeds shall be payable to the Association except as otherwise provided in this Declaration.

11.2 Repair and Reconstruction. Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas having substantially the same vertical and horizontal boundaries as before.

11.3 Procedures. In the event all or any part of the Project is damaged or destroyed, and subject to the provisions of Article XIV, Mortgagee Protection, the Association shall proceed as follows:

(a) Notice to First Mortgagees. The Association shall give timely written notice to any holder of any First Mortgage on a Unit in the event of substantial damage to or destruction of any Unit or any part of the Common Areas.

(b) Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct the part of the Project damaged or destroyed.

(c) Sufficient Insurance. If the proceeds of the insurance maintained by the Association exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, such repair and reconstruction shall be carried out.

(d) Insufficient Insurance - Less than Seventy-Five Percent (75 %) Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than seventy-five percent (75 %) of the Project is damaged or destroyed, then such repair and reconstruction shall nevertheless be carried out. The Association shall levy a special assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such special assessment shall be allocated and collected as provided in Section 9.3, Special Assessments, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

(e) Insufficient Insurance - Seventy-Five Percent (75 %) or More Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if seventy-five percent (75%) or more of the Project is damaged or destroyed, then such damage or destruction shall be repaired and reconstructed, but only if, within ninety (90) days following the damage or destruction, the Owners shall elect by a vote of at least seventy-five percent (75%) of the Total Votes of the Association to carry out such repair and reconstruction. If, however, the Owners do not, within ninety (90) days after such damage or destruction, elect by a vote of at least seventy-five percent (75%) of the Total Votes of the Association to carry out such repair and reconstruction, but rather elect to terminate the Project and if Eligible Mortgagees who represent at least fifty-one percent (51 %) of the votes on Condominiums subject to Mortgages held by Eligible Mortgagees approve such termination, then the Association shall record in the office of the County Recorder of Utah County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the following shall occur:

(i) The Project shall be deemed to be owned in common by the Owners;

(ii) The undivided interest in the Project owned in common which shall appertain to each Owner shall be the percentage of the undivided interest previously owned by such Owner in the Common Areas;

(iii) Any liens affecting any of the Condominiums shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective Owner in the Project; and

(iv) The Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance of the Project, if any, shall be considered as one fund and shall be divided among all Owners in a percentage equal to the percentage of undivided interest owned by each respective Owner in the Common Areas, after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all liens on the undivided interest in the Project owned by such Owner.

(f) Priority. In no event shall an Owner or any other party have priority over the holder of any First Mortgage on a Unit with respect to the distribution to such Unit of any insurance proceeds.

11.4 Repair or Reconstruction. If the damage or destruction is to be repaired and reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith (except as otherwise expressly provided herein). The Project shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas having the same vertical and horizontal boundaries as before. Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original architectural plans and specifications.

11.5 Disbursement of Funds for Repair and Reconstruction. If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from assessments made pursuant to Subsection 11.3(d) hereof shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair and reconstruction shall be made from insurance proceeds. If there is a balance after payment of all costs of such repair and reconstruction, then such balance shall be distributed to the Owners in proportion to their respective percentages of ownership of the Common Areas.

ARTICLE XII

CONDEMNATION

12.1 Condemnation. If at any time or times all or any part of the Project shall be taken or condemned by any public authority under power of eminent domain, then the provisions of this Article XII shall apply. A voluntary sale or conveyance of all or any part of the Project in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain. If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Board shall give prompt written notice of any such proceeding or proposed acquisition to each Owner in the Project and to any Eligible First Mortgagee. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Areas, or any part thereof, and each Owner hereby appoints the Association as such Owner's attorney-in-fact for the purposes of such representation.

12.2 Proceeds. All compensation, damages, and other proceeds from any such taking by power of eminent domain (hereinafter the "condemnation award") shall be made payable to the Association and shall be distributed by the Board, on behalf of the Association as herein provided.

12.3 Complete Taking. In the event the entire Project is taken by power of eminent domain, condominium ownership pursuant thereto shall terminate and the condemnation award shall be allocated among and distributed to the Owners in proportion to their respective undivided interests in the Common Areas. Such distribution shall be made by check payable jointly to the respective owners and their respective Mortgagees, as appropriate.

12.4 Partial Taking. In the event less than the entire Project is taken by power of eminent domain, the following shall occur:

(a) Allocation of Award. As soon as practicable, the Board shall, on behalf of the Association, reasonably and in good faith, apportion the condemnation award between compensation, severance damages, or other proceeds and shall allocate such apportioned amounts and pay the same to the Owners as follows:

(i) The total amount apportioned to taking of or injury to the Common Areas shall be allocated among and distributed to all Owners (including Owners whose entire Units have been taken) in proportion to their respective undivided interests in the Common Areas;

(ii) The total amount apportioned to severance damages shall be allocated among and distributed to the Owners of those Condominiums that have not been taken in proportion to their respective undivided interests in the Common Areas;

(iii) The respective amounts apportioned to the taking of or injury to a particular Unit shall be allocated and distributed to the Owner of such Unit;

(iv) The total amount apportioned to consequential damages and any other takings or injuries shall be allocated and distributed as the Association determines to be equitable under the circumstances;

(v) If apportionment or allocation is already established by negotiation, judicial decree, statute, or otherwise, the Association shall employ such apportionment and allocation to the extent it is relevant and applicable;

(vi) Distribution of allocated proceeds shall be made by check payable jointly to individual Owners and their respective Mortgagees, as their interests may appear; and

(vii) No provision of this Article XII or any other provisions in this Declaration, the Articles of Incorporation, or the Bylaws shall entitle an Owner or other party to priority over any First Mortgagee holding such Unit with respect to the distribution to such Unit of the proceeds of any award, settlement, or proceeds from any eminent domain or condemnation proceeding.

(b) Continuation and Reorganization. If less than the entire Project is taken by power of eminent domain, then condominium ownership pursuant hereto shall not terminate but shall continue. In such event the Project shall be reorganized as follows:

(i) If any partial taking results in the taking of an entire Unit, then the Owner thereof shall cease to be a member of the Association and all voting rights and the undivided interest in the Common Areas appertaining to such Unit shall be reallocated to, and shall appertain to, the remaining Units in proportion to their respective undivided interest in the Common Areas;

(ii) If any partial taking results in the taking of a portion of a Unit and if no determination is made by the Board, after duly considering any recommendations, proposals, or other input from the Owners, that such taking does not make it impractical to use the remaining portion of such Unit for any lawful purpose permitted by this Declaration, then, unless the interests of the Units in the Common Areas are equal, all voting rights and the undivided interest in the Common Areas appertaining to such Unit shall be reduced in proportion to the reduction in square footage of floor area of such Unit resulting from the taking. The voting rights and undivided interest in the Common Areas so divested from such Unit shall be reallocated to, and shall appertain to, such Unit and the other Units in the Project in proportion to their respective undivided interests in the Common Areas; provided, however, that such Unit shall participate in such reallocation on the basis of the undivided interest reduced in accordance with the preceding sentence;

(iii) If any partial taking results in the taking of a portion of a Unit and if there is a determination made by the Board, after duly considering any recommendations, proposals, or other input from the Owners, that such taking makes it impractical to use the remaining portion of such Unit for any lawful purpose permitted by this Declaration, then all voting rights and the entire undivided interest in the Common Areas appertaining to such Unit shall be reallocated to, and shall appertain to, the remaining Units in proportion to their respective undivided interests in the Common Areas, and the remaining portion of such Unit shall thenceforth be part of the Common Areas;

(iv) The Board, after duly considering any recommendations, proposals, or other input from the Owners, shall have the duty and authority to make all determinations and to take all actions necessary or appropriate to effectuate reorganization of the Project under the provisions of this Subsection 12.4(b); provided, however, that if any such determination shall have been or such action taken by judicial decree, then the Board shall defer thereto and proceed in accordance therewith.

(c) Repair and Reconstruction. Any repair and reconstruction necessitated by condemnation shall be governed by the provisions specified in Article XI, Damage or Destruction, for cases of Damage or Destruction; provided, however, that the provisions of said Article dealing with sufficiency or insufficiency of insurance proceeds shall not be applicable.

ARTICLE XIII

TERMINATION AND SALE

13.1 Required Vote. Except as otherwise provided in Article XI, Damage and Destruction, and Article XII, Condemnation, in the event the Owners desire to sell the Project, the Association may be terminated only by mutual agreement of Owners entitled to vote one hundred percent (100%) of the Total Votes of the Association at a meeting of Owners duly called for such purpose.

13.2 Termination Agreement. An agreement to terminate pursuant to Section 13.1 shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. Such an agreement to terminate shall also be approved by all Mortgagees who hold liens on Condominiums. A termination agreement, including all ratifications of such termination agreement, shall be recorded in Utah County, State of Utah, and is effective only on recordation.

13.3 Sale of Project. A termination agreement must provide that the entire Project shall be sold following termination. If, pursuant to the agreement, the Project is to be sold following termination, then the termination agreement shall set forth the minimum terms of the sale.

13.4 Association Duties. The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to Sections 13.1 and 13.2. If any real estate in the Project is to be sold following termination, then title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners and Mortgagees as their interests may appear, based on the procedure set forth in Section 13.5, Proceeds of Sale. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and their successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Condominium in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and their successors in interest shall remain liable for all assessments and other obligations imposed on Owners by this Declaration.

13.5 Proceeds of Sale. Following termination of the Project, the proceeds of any sale of the Project shall be held by the Association as trustee for Owners and divided among all Owners in a percentage equal to the percentage of undivided interest owned by each respective Owner in the Common Areas, as set forth in Exhibit B, Schedule of Units, Square Footage, Undivided Ownership Interests, and Votes, subject to the rights of Mortgagees with respect to such proceeds. Following termination, Mortgagees holding Mortgages on the Condominiums, which were recorded before termination, may enforce those liens in the same manner as any lienholder.

ARTICLE XIV

MORTGAGEE PROTECTION

14.1 Notice of Action. Upon written request made to the Association by a First Mortgagee, which written request shall identify the name and address of such First Mortgagee, and the number and address of the Condominium, any such First Mortgagee, shall be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Project or any Condominium on which there is a First Mortgage held by such First Mortgagee;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner, whose Condominium is subject to a First Mortgage held by such First Mortgagee, which default remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action which would require the consent of a specified percentage of Eligible First Mortgagees as specified in Section 14.2 below or elsewhere herein.

14.2 Matters Requiring Prior Eligible Mortgagee Approval. Except as provided elsewhere in this Declaration, the prior written consent of Owners entitled to vote at least sixty-seven percent (67%) of the Total Votes of the Association (unless pursuant to a specific provision of this Declaration the consent of Owners entitled to vote a greater percentage of the votes in the Association is required, in which case such specific provisions shall control), and Eligible First Mortgagees holding First Mortgages on Condominiums having at least fifty-one percent (51%) of the Total Votes of the Association subject to First Mortgages held by Eligible First Mortgagees shall be required to:

(a) Abandon or terminate the legal status of the Project after substantial destruction or condemnation occurs.

(b) Add or amend any material provision of the Declaration, Articles of Incorporation, Bylaws, or Map, which establishes, provides for, governs, or regulates any of the following (an addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only):

(i) voting rights;

(ii) responsibility for maintenance and repairs;

(iii) reallocation of interests in the Common Areas, or rights to their use;

(iv) hazard or fidelity insurance requirements;

(v) restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the Declaration; or

(vi) any provisions that expressly benefit Mortgagees, insurers, or guarantors.

Any Mortgagee who receives a written request from the Association to approve additions or amendments to the constituent documents and who fails to deliver or post to the Association a negative response within thirty (30) days shall be deemed to have approved such request, provided that the written request was delivered by certified or registered mail, with a "return receipt" requested.

14.3 Availability of Project Documents and Financial Statements. The Association shall maintain and have current copies of the Declaration, its Articles of Incorporation, and its Bylaws, and other rules concerning the Project as well as its own books, records, and financial statements available for inspection by Owners or by holders of First Mortgages that are secured by Condominiums in the Project. Generally, these documents shall be available for review during normal business hours.

14.4 Subordination of Lien. To the extent permitted by the Condominium Act, the lien or claim against a Condominium for unpaid assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the First Mortgage affecting such

Condominium if the First Mortgage was recorded before the delinquent assessment was due, and the First Mortgagee thereunder which comes into possession of or which obtains title to the Condominium shall take the same free of such lien or claim for unpaid assessment or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the First Mortgage, exercise of a power of sale available thereunder, or taking of a deed or assignment in lieu of foreclosure. No assessment, charge, lien, or claim, which is described in the preceding sentence as being subordinate to a First Mortgage or as not to burden a First Mortgagee which comes into possession or which obtains title, shall be collected or enforced by the Association from or against a First Mortgagee, a successor in title to a First Mortgagee, or the Condominium affected or previously affected by the First Mortgage concerned.

14.5 Payment of Taxes. In the event any taxes or other charges which may or have become a lien on the Common Areas are not timely paid, or in the event the required hazard insurance described in Subsection 10.1(a) lapses, is not maintained, or the premiums therefore are not paid when due, any Mortgagee or any combination of Mortgagees may jointly or singly, pay such taxes or premiums or secure such insurance. Any Mortgagee who expends funds for any of such purposes shall be entitled to immediate reimbursement therefor from the Association.

14.6 Priority of First Mortgagee in Event of Damage. In the event of substantial damage to or destruction of any Unit or any part of the Common Areas, no provision of the Declaration, Articles Incorporation, or Bylaws or any amendment thereto shall entitle the owner of a Unit or other party to priority over any First Mortgagee with respect to the distribution to such Owner of any insurance proceeds.

14.7 Priority of First Mortgagee in Event of Condemnation. If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, no provision of the Declaration, Articles of Incorporation, or Bylaws or any amendment thereto shall entitle the Owner of a Unit, or any other party, to priority over any First Mortgagee with respect to the distribution to such Unit of the proceeds of any award or settlement.

ARTICLE XV

COMPLIANCE WITH DECLARATION AND BYLAWS

15.1 Compliance. Each Owner, Occupant, and other persons under an Owner's control shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, and the Bylaws of the Association, rules and regulations promulgated by the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may lawfully be modified and amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief or both, maintainable by the Association, and in a proper case, by an aggrieved Owner.

15.2 Enforcement and Remedies. The obligations, provisions, covenants, conditions, and restrictions contained in this Declaration, or in any supplemental or amended Declaration, with

respect to the Association or the Project shall be enforceable by the Declarant or by any Owner, subject to this Declaration, by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amounts due or unpaid. The obligations, provisions, covenants, conditions, and restrictions contained in this Declaration, or in any supplemental or amended Declaration, with respect to a person or entity or property of a person or entity other than the Association shall be enforceable by the Declarant or by the Association or, in a proper case, by an aggrieved Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amounts due or unpaid. No summary abatement or similar procedure may be utilized through nonjudicial means to alter or demolish items of construction.

ARTICLE XVI

AMENDMENT

16.1 Amendment by Owners. Except as provided elsewhere in this Declaration, any amendment to this Declaration shall require the affirmative vote of at least sixty-seven percent (67%) of the Total Votes of the Association cast by written ballot, or in the alternative, in person or represented by proxy entitled to be cast at a meeting duly called for such purpose or otherwise approved in writing by such Owners. Any amendment authorized pursuant to this Section 16.1 shall be accomplished through the recordation in the office of the Utah County Recorder, State of Utah, of an instrument executed by the Association. In such instrument an officer or Trustee of the Association shall certify that the vote required by this Section for amendment has occurred. The Declarant alone may amend or terminate this Declaration prior to the closing of a sale of any Condominium.

16.2 Amendment by Declarant. The Declarant alone may amend or terminate this Declaration and Map prior to the closing of a sale of the first Condominium. Notwithstanding anything contained in this Declaration to the contrary, this Declaration and the Map may be amended unilaterally at any time and from time to time by Declarant: (a) if such Amendment is necessary to bring any provision hereof or thereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) to make technical corrections to fix mistakes or remove/clarify ambiguities; or (c) if such amendment is reasonably necessary to enable a title insurance company to issue title insurance coverage with respect to the Project or any Condominium. The Declarant may also unilaterally amend Exhibit B, Schedule of Units, Square Footage, Undivided Ownership Interests, and Votes, to this Declaration to reflect the total square footages of each Unit after the Units have been constructed. Further, prior to the expiration of the Declarant Control Period, Declarant may unilaterally amend this Declaration and the Map for any other purpose so long as any such amendment does not materially adversely affect title to any property.

16.3 Plat Amendments. Notwithstanding anything contained in this Declaration to the contrary, because the Plat has been recorded prior to the construction of the Units, Declarant reserves the right to unilaterally amend the Plat at any time and from time to time by Declarant if such amendment is necessary to make technical corrections, to satisfy the requirements of any governmental authority, to correct mistakes, or remove/clarify ambiguities or to accurately reflect

the “as-built” Units on the Plat. Additionally, Declarant may unilaterally amend the initial Plat at such time as the Building is constructed in the event there are material changes in the Building or Unit boundaries or elevations as constructed. Such amendments to the Plat are expressly authorized and may be undertaken by Declarant without the joinder or consent of any other Owners. Additionally, no Owner shall unreasonably withhold his, her, or its consent to any amendment requested by the Declarant to satisfy the purposes described above.

16.4 Expansion of Project. Declarant shall have the right in its sole discretion, without the consent of any Owners, the Board, or the Manager, upon recording an amendment to this Declaration signed by Declarant, to expand the Project to include additional parcels, phases, and lots located within the real property encumbered by the Development CC&Rs, as expanded, all of which additional property shall, upon recording such amendment to this Declaration, be subject to the same covenants, conditions, and restrictions as set forth in this Declaration. Each Owner by the acceptance of a deed to a Condominium in the Project shall be deemed to have consented to all the provisions of this Section.

ARTICLE XVII

GENERAL PROVISIONS

17.1 Intent and Purpose. The provisions of this Declaration, and any amendment, shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Project. Failure to enforce any provision, covenant, condition, or restriction contained herein, or in any amendment, shall not operate as a waiver of any such provision, covenant, condition, or restriction, or of any other provision of this Declaration.

17.2 Governing Law. This Declaration and the Plat and all issues and disputes arising out of either, shall be construed and controlled by and under the procedural and substantive laws of the State of Utah, without reference to principles governing choice or conflicts of laws. In addition, each party to this Declaration hereby consents to the jurisdiction of the courts of the State of Utah and to venue in Utah County, State of Utah, as the exclusive forum and venue for resolution of disputes under this Agreement and waive any defenses or objections to such jurisdiction based upon lack of personal jurisdiction, inconvenient forum, or otherwise.

17.3 Construction. The provisions of this Declaration shall be in addition to and supplement the provisions of the Condominium Act and all other provisions of law. Whenever used herein, unless the context shall otherwise require, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The article and section headings are for convenience and reference only and are not intended to expand, limit, or otherwise effect the meaning or interpretation of the provisions of this Declaration. The provisions hereof shall be deemed independent and several, and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof, shall not affect the validity or enforceability of any other provisions of this Declaration. Unless otherwise specified in this Agreement, any “month” refers to a calendar month, and any “day” refers to a calendar day.

17.4 Lists of Owners and Eligible Mortgagees. The Board shall maintain up-to-date records showing: (a) the name of each person or entity who is an Owner, the address(es) of such Owner, and the Unit that is owned by such Owner; and (b) the name of each person or entity who is an Eligible First Mortgagee, the address of such person or entity, and the Unit that is encumbered by the Mortgage held by such Eligible First Mortgagee. In the event of any transfer of a fee or undivided fee interest in a Condominium, either the transferor or transferee shall furnish the Board with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Utah County, State of Utah. The Board may for all purposes act and rely on the information concerning Owners and Condominium ownership which is thus acquired by it or, in its option, the Board may act and rely on current ownership information respecting any Condominium or Condominiums which is obtained from the office of the County Recorder of Utah County, State of Utah. The address(es) of an Owner shall be deemed to be the address of the Condominium owned by such person unless the Board is otherwise advised.

17.5 Assignment of Declarant Rights. Any right or any interest reserved or contained in this Declaration for the benefit of Declarant may be transferred or assigned by Declarant, either separately or with one or more other such rights or interests, to any person, corporation, partnership, association, or other entity, only by written instrument executed by both Declarant and the transferee or assignee and recorded in the Office of the Utah County Recorder, State of Utah. Upon such recording, Declarant's rights and obligations under this Declaration shall cease and terminate to the extent provided in such instrument.

17.6 Effective Date. This Declaration shall take effect upon recording.

17.7 Agent for Service. The name and address of the person to receive service of process in all cases provided by the Condominium Act shall be the registered agent and address of the Association as shown on the official corporate records maintained in the office of the Division of Corporations and Commercial Code of the State of Utah. On the date of this Declaration, the registered agent of the Association is Jason K. Jaussi, whose address is 1912 West 930 North, Pleasant Grove, Utah 84062.

17.8 Limitation on Association's Liability. The Association shall not be liable for any failure of water service or other utility service (if any) to be obtained and paid for by the Association hereunder, or for injury or damage to any person in or upon the Project, or resulting from electricity, water, rain, snow, or ice which may leak or flow from outside or from any parts of the Building or their drains, pipes, conduits, appliances or equipment, or from any other place, unless caused by the grossly negligent or willful misconduct of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of any repairs or improvements to or maintaining the Project or any part thereof, or from any action taken to comply with the provisions of this Declaration or with the laws, ordinances, regulations, rules, or order of any governmental authority.

17.9 Rights of Action. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of this Declaration or the decisions of the Association. Owners shall have a similar right of action against the Association.

17.10 General Obligations. Each Owner shall enjoy and be subject to all rights and duties assigned to Owners pursuant to this Declaration. With respect to unsold Units, the Declarant shall enjoy the same rights and assumes the same duties with respect to each unsold Unit.

[SIGNATURES AND VERIFICATION APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of the day and year first above written.

DECLARANT:

AVS DEVELOPMENT, LLC,
a Utah limited liability company

By: _____
Jason K. Jaussi
Its: Manager

By: _____
Adam B. Rasmussen
Its: Manager

STATE OF UTAH)
: ss
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 2022, by Jason K. Jaussi, one of two Managers of AVS Development, LLC, a Utah limited liability company, on behalf of said limited liability company for its stated purpose.

Notary Public

STATE OF UTAH)
: ss
COUNTY OF _____)

The foregoing instrument was acknowledge before me this _____ day of _____, 2022, by Adam B. Rasmussen, also one of two Managers of AVS Development, LLC, a Utah limited liability company, on behalf of said limited liability company for its stated purpose.

Notary Public

EXHIBIT A

**(Attached to and forming a part of the Declaration of Condominium
of the AV Medical Condominiums)**

LEGAL DESCRIPTION OF LAND

ALL OF LOT 1, THE YARD PLAT "B" SUBDIVISION, AS RECORDED IN THE UTAH COUNTY RECORDER'S OFFICE. PART OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY TOWN OF VINEYARD, UTAH COUNTY, UTAH

EXHIBIT B

**(Attached to and forming a part of the Declaration of Condominium
of the AV Medical Condominiums)**

SCHEDULE OF UNITS, SQUARE FOOTAGE, UNDIVIDED OWNERSHIP INTERESTS, AND VOTES

UNIT #	Square Footage	Undivided Ownership Interests (Percentage)	Votes
100	10,005	50.5967%	50.5967
200	6,766	34.2167%	34.2167
201	<u>3,003</u>	<u>15.1866%</u>	<u>15.1866</u>
Totals:	<u>19,774</u>	<u>100.0000%</u>	<u>100.0000</u>

¹ Once the Units are completed, the Declarant has the unilateral right, but not the obligation to amend this Exhibit B to reflect the actual Square Footage of the Units, as constructed.

² May total slightly more or less than 100% due to rounding.

EXHIBIT C

**(Attached to and forming a part of the Declaration of Condominium
of the AV Medical Condominiums)**

ASSOCIATION BYLAWS

(Attached)

BYLAWS
OF
AV MEDICAL CONDOMINIUM OWNER’S ASSOCIATION, INC.

A Utah Nonprofit Corporation

Pursuant to the provisions of the Utah Nonprofit Corporation and Cooperative Association Act, the Board of Trustees of AV Medical Condominium Owner’s Association, Inc., a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.1 Name. The name of the nonprofit corporation is **AV Medical Condominium Owner’s Association, Inc.** (hereinafter referred to as the “**Association**”).

1.2 Offices. The initial principal office of the Association shall be at 1912 West 930 North, Pleasant Grove, Utah 84062.

ARTICLE II

DEFINITIONS

2.1 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in Article I, Definitions, of the Declaration of Condominium of the AV Medical Condominiums (the “**Declaration**”), relating to the AV Medical Condominiums, a Utah condominium project (the “**Condominium Project**”), shall have such defined meanings when used in these Bylaws.

ARTICLE III

MEMBERS

3.1 Annual Meetings. Unless otherwise agreed by the members or the Board of Trustees, the annual meeting of members of the Association shall be held on the first Tuesday in March of each year at the hour of 7:00 PM, beginning with the year following the year in which the Articles of Incorporation are filed, for the purpose of electing Trustees and transacting such

other business as may come before the meeting. If the election of Trustees shall not be held on the day designated herein for the annual meeting of the members, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the members to be convened as soon thereafter as may be convenient. The Board of Trustees may from time to time by resolution change the date and time for the annual meeting of the members.

3.2 Special Meetings. Special meetings of the members may be called by the Board of Trustees, the President of the Association, or upon the written request of members holding not less than twenty percent (20%) of the Total Votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Trustees or the President.

3.3 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable location in Utah County, State of Utah, as may be designated by the Board of Trustees and stated in the notice of the meeting.

3.4 Notice of Meetings. The Board of Trustees shall cause written or printed notice of the time, place, and purposes of all meetings of the members (whether annual or special) to be delivered, not more than sixty (60) nor less than seven (7) days prior to the meeting, to each member of record entitled to vote at such meeting. Written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered personally, by mail, or by electronic means (i.e., email, text messaging, or another similar manner) to each Owner entitled to vote at such meeting not less than seven (7) nor more than sixty (60) days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Owner at such Owner's address as it appears in the office of the Association, with postage thereon prepaid. If sent by electronic means, then such notice shall be deemed to be delivered when sent. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Board may set a record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the person or persons lawfully calling such meeting, the Secretary shall give notice thereof at the expense of the Association.

3.5 Members of Record. Upon purchasing a Condominium in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Condominium 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 of Trustees may designate a record date, which shall not be more than sixty (60) nor less than seven (7) days prior to the meeting, for determining members entitled to notice of or to vote at any meeting of the members. If no record date is designated, then 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. The persons or entities appearing in the records of the Association on such record date as the owners of record of Condominiums in the Project shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members.

3.6 Quorum. At any meeting of the members, the presence of members holding, or holders of proxies entitled to cast, more than fifty percent (50%) of the Total Votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a date no later than thirty (30) days from the date of the originally scheduled meeting. If the time and place for an adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be delivered to the members in the manner prescribed for regular meetings of the Association. At the reconvened meeting, the members and proxy holders present shall constitute a quorum for the transaction of business.

3.7 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 such member's attorney thereunto duly authorized in writing. If a membership is jointly held, then the instrument authorizing a proxy to act must have been executed by all holders of such membership or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act 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.

3.8 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 Condominium 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 of Incorporation, these Bylaws, the Declaration, or Utah law. The election of Trustees shall be by secret ballot. If a membership is jointly held, all or any holders thereof may attend each meeting of the members. Where membership is jointly held by two (2) persons, such holders must act unanimously to cast the votes relating to such membership. Where three (3) or more persons jointly hold the membership, such holders shall cast the votes relating to such membership as the majority of said holders shall agree among themselves.

3.9 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting form of proxies, and method of ascertaining members present, shall be deemed waived if no objection is made at the meeting.

3.10 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 all of the members entitled to vote with respect to the subject matter thereof.

ARTICLE IV

BOARD OF TRUSTEES

4.1 General Powers. The property, affairs, and business of the Association shall be managed by its Board of Trustees. The Board of Trustees may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, by these Bylaws, or by the Declaration vested solely in the members. The Board of Trustees may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, functions, and powers as are properly delegable.

4.2 Number, Tenure, and Qualifications. The number of Trustees of the Association shall be no less than three (3) and no more than five (5), with one (1) of such Trustees also serving as the President. The initial Board of Trustees specified in the Articles of Incorporation shall serve until either Declarant elects substitute Trustees for such initial Board or the Declarant turns over to the members, as provided in Section 7.3, Declarant Control Period, of the Declaration, the responsibility for electing Trustees, whichever first occurs. At the first annual meeting of the members held after the Declarant turns over to the members responsibility for electing Trustees, the members shall elect at least three (3) Trustees to replace all of the then serving Trustees and to serve for such terms as determined by the members. At each annual meeting thereafter, the members shall likewise elect at least three (3) Trustees to serve for such terms as determined by the members.

4.3 Regular Meetings. The regular annual meeting of the Board of Trustees shall be held without other notice than these Bylaws immediately after, and at the same place as, the annual meeting of the members. The Board of Trustees may provide by resolution the time and place, at a suitable and convenient location in Utah County, State of Utah, for the holding of additional regular meetings without other notice than such resolution.

4.4 Special Meetings. Special meetings of the Board of Trustees may be called by or at the request of any Trustee. The person or persons authorized to call special meetings of the Board of Trustees may fix any suitable and convenient location in Utah County, State of Utah, as the place for holding any special meetings of the Board of Trustees called by such person or persons. Notice of any special meeting shall be given at least fifteen (15) days prior to the meeting by written notice delivered personally or mailed to each Trustee at each such Trustee's registered address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first class postage thereon prepaid. Any Trustee may waive notice of a meeting. If sent by electronic means, then such notice shall be deemed to be delivered when sent.

4.5 Quorum and Manner of Acting. A majority of the then authorized number of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. The act of a majority of the Trustees present at any meeting at which a quorum is present shall be the act of the Board of Trustees. The Trustees shall act only as a Board, and individual Trustees shall have no powers as such.

4.6 Compensation. No Trustee shall receive compensation for any services that such Trustee may render to the Association as a Trustee; provided, however, that a Trustee may be reimbursed for expenses incurred in performance of such Trustee's duties as a Trustee to the extent such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in such Trustee's capacity as a Trustee (e.g., as a manager, etc.).

4.7 Resignation and Removal. A Trustee may resign at any time by delivering a written resignation to either the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Trustee, except a Trustee appointed by the Declarant, may be removed at any time, for or without cause, by the affirmative vote of sixty-seven percent (67%) of the Total Votes of the Association at a special meeting of the members duly called for that purpose.

4.8 Vacancies and Newly Created Trusteeships. If vacancies shall occur in the Board of Trustees by reason of the death, resignation, disqualification, or removal of a Trustee (other than a Trustee appointed by Declarant), then the remaining Trustees then in office shall continue to act, and such vacancies shall be filled by a vote of the members as provided in these Bylaws. Any vacancy in the Board of Trustees occurring by reason of removal of a Trustee by the members may be filled by election at the meeting at which such Trustee is removed. If the authorized number of Trustees shall be increased, then such newly created Trusteeships shall be filled by election of the members at a special meeting or annual meeting of the members. If vacancies shall occur in the Board of Trustees by reason of death, resignation, disqualification, or removal of a Trustee appointed by the Declarant, then such vacancies shall be filled by appointments to be made by the Declarant. Any Trustee elected or appointed hereunder to fill a vacancy shall serve the unexpired term of such Trustee's predecessor or for the term of the newly created Trusteeship, as the case may be.

4.9 Informal Action by Trustees. Any action that is required or permitted to be taken at a meeting of the Board of Trustees may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.

ARTICLE V

OFFICERS

5.1 Officers. The officers of the Association shall be a President, a Secretary, and a Treasurer. The Association may also have such other officers as may from time to time be appointed by the Board of Trustees.

5.2 Election, Tenure, and Qualifications. The officers of the Association shall be chosen by the Board of Trustees annually at the regular annual meeting of the Board of Trustees. In the event of failure to choose officers at such regular annual meeting of the Board of Trustees,

officers may be chosen at any regular or special meeting of the Board of Trustees. Each such officer (whether chosen at a regular annual meeting of the Board of Trustees or otherwise) shall hold such officer's office until the next ensuing regular annual meeting of the Board of Trustees and until such officer's successor shall have been chosen and qualified, or until such officer's death, or until such officer's resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one 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 office. The President shall be and remain a Trustee of the Association during the entire term of his or her respective office. No other officer need be a Trustee or member of the Association.

5.3 Subordinate Officers. The Board of Trustees 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 Trustees may from time to time determine. The Board of Trustees may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be members or Trustees of the Association.

5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or to the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Trustees at any time and for any reason, for 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, then such vacancies or newly created offices may be filled by the Board of Trustees at any regular or special meeting.

5.6 The President. The President shall preside at meetings of the Board of Trustees and at meetings of the members. The Secretary shall sign on behalf of the Association all conveyances, mortgages documents, and contracts and shall do and perform all other acts and things that the Board of Trustees may require of the Secretary.

5.7 The Secretary. The Secretary shall also keep the minutes of the Association meetings, and shall maintain such books and records as these Bylaws, the Declaration, Utah law, or any resolution of the Board of Trustees may require to be kept. The Secretary shall also act in the place and stead of the President in the event of the absence of the President or the President's inability or refusal to act. The Secretary shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. The Secretary shall perform such other duties as the Board of Trustees may require of the Secretary.

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 Trustees, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the

members and at any meeting of the Board of Trustees. The Treasurer shall perform such other duties as the Board of Trustees may require of the Treasurer.

5.9 Compensation. No officer shall receive compensation for any services that such officer may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of such officer's duties as an officer to the extent such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in such officer's capacity as an officer (e.g., as a manager, etc.).

ARTICLE VI

COMMITTEES

6.1 Designation of Committees. The Board of Trustees may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall include at least one (1) Trustee. No committee member shall receive compensation for services that such committee member may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of such committee member's duties as a committee member to the extent that such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in such committee member's capacity as a committee member.

6.2 Proceedings of Committees. Each committee designated hereunder by the Board of Trustees 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 Trustees.

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

6.4 Resignation and Removal. Any member of any committee designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation to the President, the Board of Trustees, or the presiding officer of the committee of which such committee member is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery.

The Board of Trustees may at any time and for any reason, for or without cause, remove any member of any committee designated by it hereunder.

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

ARTICLE VII

INDEMNIFICATION

7.1 Indemnification of Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association), by reason of the fact that such person is or was a Trustee or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise (whether for profit or not for profit), against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

7.2 Indemnification of Association Actions. 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 or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a Trustee or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise (whether for profit or not for profit) against expenses (including attorney fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such person's duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine

upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

7.3 Determinations. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.1 or 7.2 hereof, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by such person in connection therewith. Any other indemnification under Section 7.1 or 7.2 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because such person has met the applicable standard of conduct set forth respectively in Sections 7.1 or 7.2 hereof. Such determination shall be made either (i) by the Board of Trustees by a majority vote of disinterested Trustees; (ii) by independent legal counsel in a written opinion; or (iii) by the members or the affirmative vote of at least sixty-seven percent (67%) of the Total Votes of the Association at any meeting duly called for such purpose.

7.4 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article 7 may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board of Trustees and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately is determined that such person is entitled to be indemnified by the Association as authorized by this Article 7 or otherwise.

7.5 Scope of Indemnification. The indemnification provided for by this Article 7 shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, vote of disinterested members or Trustees, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article 7 shall apply to all present and future Trustees, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Trustees, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

7.6 Insurance. The Association may purchase and maintain insurance on behalf of any person who was or is a Trustee, officer, employee, or agent of the Association, or who was or is serving at the request of the Association as a Trustee, director, officer, employee, or agent of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise (whether for profit or not for profit), as may be required by Article X, Insurance, of the Declaration.

7.7 Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article 7 shall constitute expenses of the Association and shall be paid with funds from the Common Expense Fund referred to in the Declaration.

ARTICLE VIII

FISCAL YEAR AND SEAL

8.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January each year and end on the 31st day of December next following, except that the first fiscal year shall begin on the date of incorporation.

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

ARTICLE IX

RULES AND REGULATIONS

9.1 Rules and Regulations. The Board of Trustees may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. The members shall be provided with copies of all rules and regulations adopted by the Board of Trustees and with copies of all amendments and revisions thereof.

ARTICLE X

AMENDMENTS

10.1 Amendments. Except as otherwise provided by law, by the Articles of Incorporation, by the Declaration, or by these Bylaws, these Bylaws may be amended, amended and restated, altered, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of at least 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 (i) the amended, amended and restated, altered, repealed, or new bylaw; (ii) the number of votes cast in favor of such action; and (iii) 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, State of Utah.

[SIGNATURE AND VERIFICATION APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the undersigned, being the sole initial Trustee of AV Medical Condominium Owner's Association, Inc., has executed these Bylaws effective as of the _____ day of _____, 2022.

By: _____

Jason K. Jaussi

Its: Initial Trustee

VERIFICATION

STATE OF UTAH)

: ss.

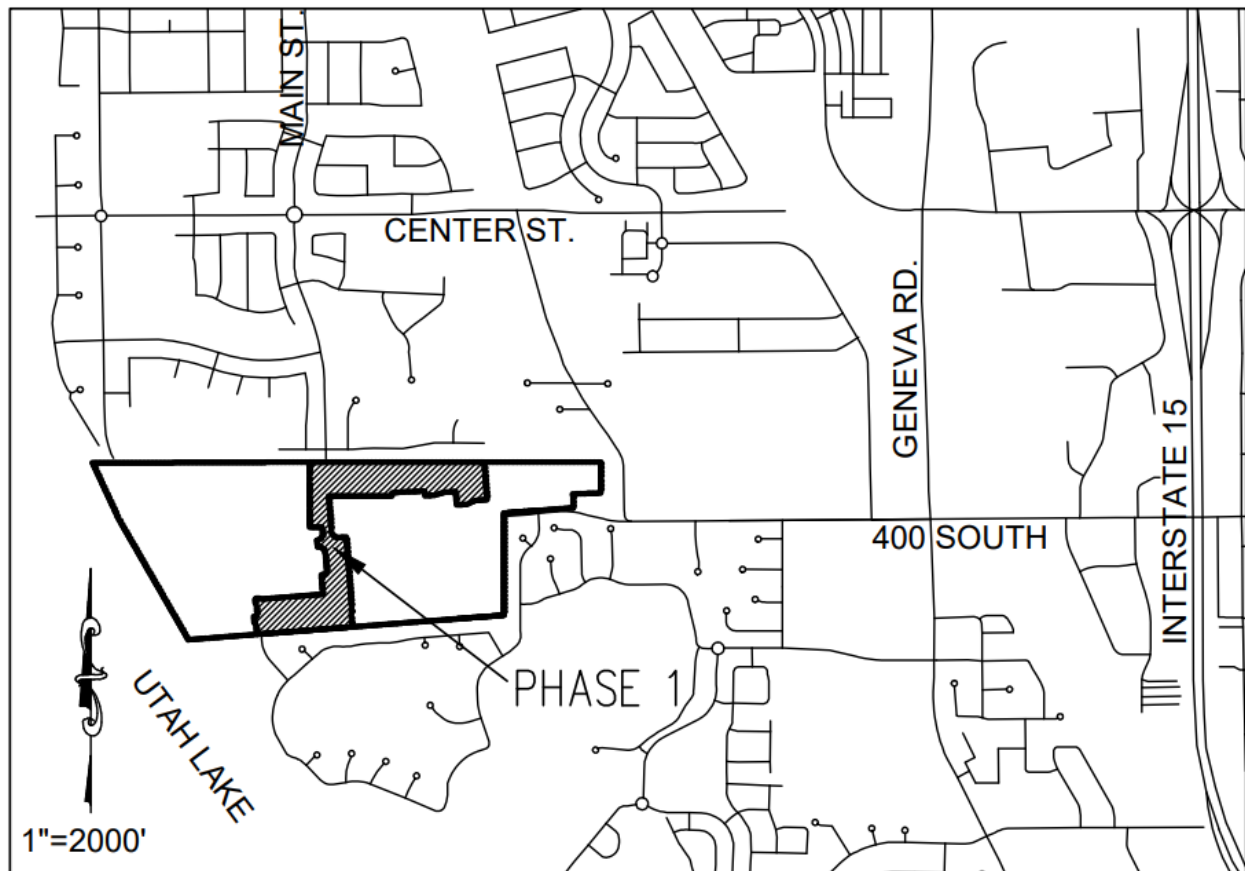
COUNTY OF _____)

On this _____ day of _____, 2022, personally appeared before me Jason K. Jaussi, who, being by me duly sworn, did say, that he is the sole initial member (Trustee) of the Board of Trustees of AV Medical Condominium Owner's Association, Inc., and that the foregoing instrument was signed on behalf of said corporation, and said sole member (Trustee) duly acknowledged to me that he executed the same on behalf of said corporation for its stated purpose.

NOTARY PUBLIC

Community Development

Date: September 28, 2022
From: Briam Amaya Perez, Planner II
To: City Council
Item: 6.4 Holdaway Field Phase 1 Final Plat
Permit: PLAN22-026 (CityInspect, Development Module)
Address: Main Street and 400 S, Vineyard, Utah, 84059
Subdivision: Holdaway Fields
Applicant: Ryan Bybee
Owner: Ryan Bybee, Cadence Homes



ANALYSIS

The applicant, Ryan Bybee, with Cadence Homes, received City Council approval for the Holdaway Fields Preliminary Plat on August 24, 2022. Now, the applicant would like to request approval of the Holdaway Fields Phase 1 Final Plat. This final plat is the legal document that is recorded for this subdivision with the Utah County Recorder's Office. This phase is the first phase of the development and includes 62 total lots. The total area of this phase is 19.681 total acres. All the homes proposed to be constructed on these lots shall be single-family, detached residences. The Holdaway Fields Phase 1 Final Plat follows the

objectives of the Neighborhood Plan, Development Agreement, and Preliminary Plat that were previously approved in relation to this project.

RESIDENTIAL UNITS

The residential lots within this phase of the project shall be divided as follows:

Estate Lots (10,000-12,000 SF): 39

Cottage Lots (5,000-5,202 SF): 23

The total lot area is 13.105 acres. Setback and easement diagrams have been provided for each lot types on the cover page of the plat packet.

TRAFFIC & CIRCULATION

The Main Street Connection and Sleepy Ridge Connection to 30 W, via Main Street, to Stillwater is being platted with this phase and shall be completed prior to the issuance of a certificate of occupancy for any of the lots developed within this same phase.

The applicant has depicted the layout of streets, and their proposed names and grades. All the streets being proposed provide connectivity to adjacent properties and neighborhoods. The applicant has labeled which roadways are intended to remain public and private. A Roadway Cross Sections page shows the dimensions and profiles of all new streets and roads proposed to be dedicated to the city (see page D1, *Roadway Cross Sections & Site Details*). The total public right of way area being dedicated to the City is 6.047 acres.

A traffic roundabout has been proposed at the intersection of Main Street and 400 South, both of which are public roads. A roundabout, signage, and stripping plan has been provided on page C4 of the Final Plat packet. Traffic signals are generally a safer alternative to traffic signals and stop signs.

PARKS AND OPEN SPACE

Per the Development Agreement, this first phase of the subdivision does not include any parks or opens space.

UTILITIES AND SERVICES

The applicant shall pay for the construction and installation of utilities within this phase of the project as may be required to service the Project under applicable law, including all municipal water and sewage services to the Property, and all electrical lines, natural gas lines, telecommunication, and cable television lines, and so forth (collectively, the "Utilities").

The applicant has labeled all the appropriate connections and improvements for culinary water, sewer, storm drainage, ground drainage, and power. In addition, the preliminary utility plan shows several locations identified for fire hydrants, 12' streetlights, 20' streetlights, overhead and buried power lines.

The applicant has noted on the plat that "Power will connect into the existing power locations in Main Street and 30 West." The applicant will coordinate power design and connections with Rocky Mountain Power.

Existing well locations shown on the approved preliminary plat are per the Utah Division of Water Rights well logs. Existing wells are to be abandoned and capped by a licensed well driller, except those notes otherwise.

Finally, several existing concrete ditches that were previously used for irrigation of agricultural land shall be removed from the site.

TREES AND VEGETATION

Page C3, *Street Tree Plan*, provides details regarding proposed street trees, and proposed open space and park area trees. The location of all existing and proposed street trees and other landscape plantings have also been provided. Landscaping plans within individual building permits for each lot shall generally conform with the landscaping indicated on the preliminary plat.

STAFF RECOMMENDATION

Staff recommends approval of the Holdaway Field Phase 1 Final plat, provided the following conditions are met.

CONDITIONS

1. The applicant pays any outstanding fees and makes any redline corrections.
2. The applicant is subject to all federal, state, and local laws.

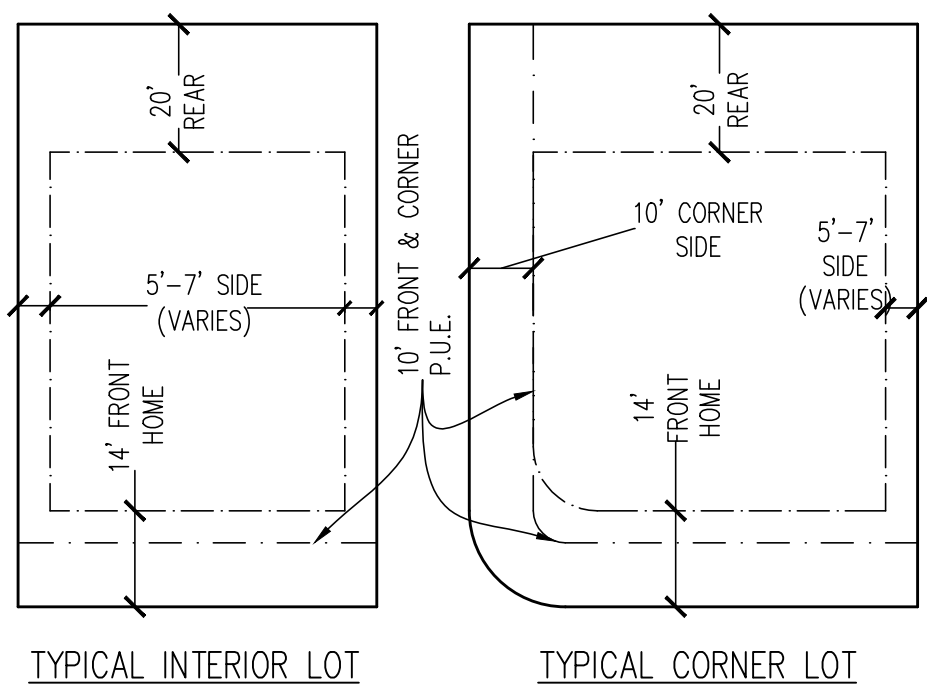
PROPOSED MOTION

"I move to approve the Holdaway Fields Phase 1 Final Plat application, as requested by Ryan Bybee (with Cadence Homes), with the proposed conditions."

ATTACHMENTS

Holdaway Fields Phase 1 Final Plat Packet

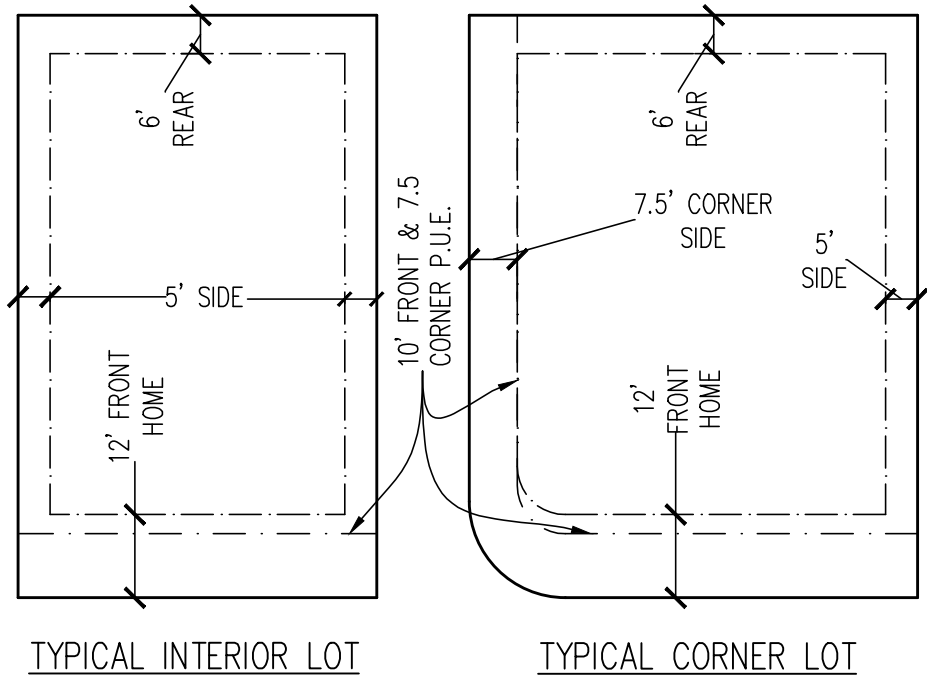
HOLDAWAY FIELDS PHASE 1



SETBACK & EASEMENT DIAGRAM

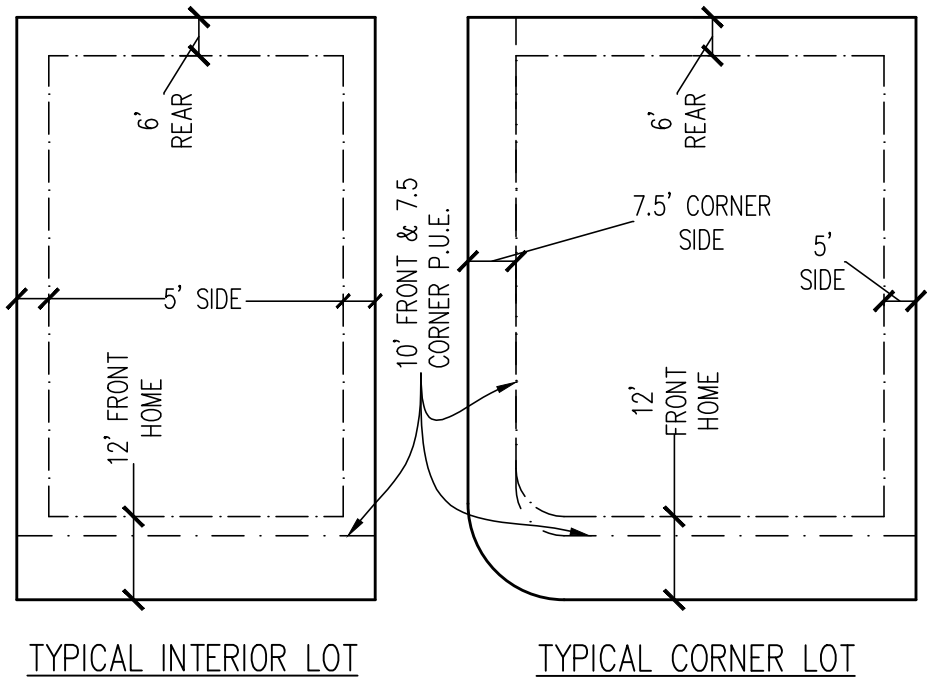
ESTATE LOTS (10,000 TO 12,000 S.F.)

NOTE: THE COMBINED TOTAL WIDTH OF ADJACENT INTERIOR SIDE YARDS SHALL NOT BE LESS THAN 12 FEET WITH NO ONE INTERIOR SIDE YARD BEING LESS THAN 5 FEET.



SETBACK & EASEMENT DIAGRAM

VILLAGE LOTS (8,250 TO 8,700 S.F.)



SETBACK & EASEMENT DIAGRAM

COTTAGE LOTS (5,000 TO 5,202 S.F.)

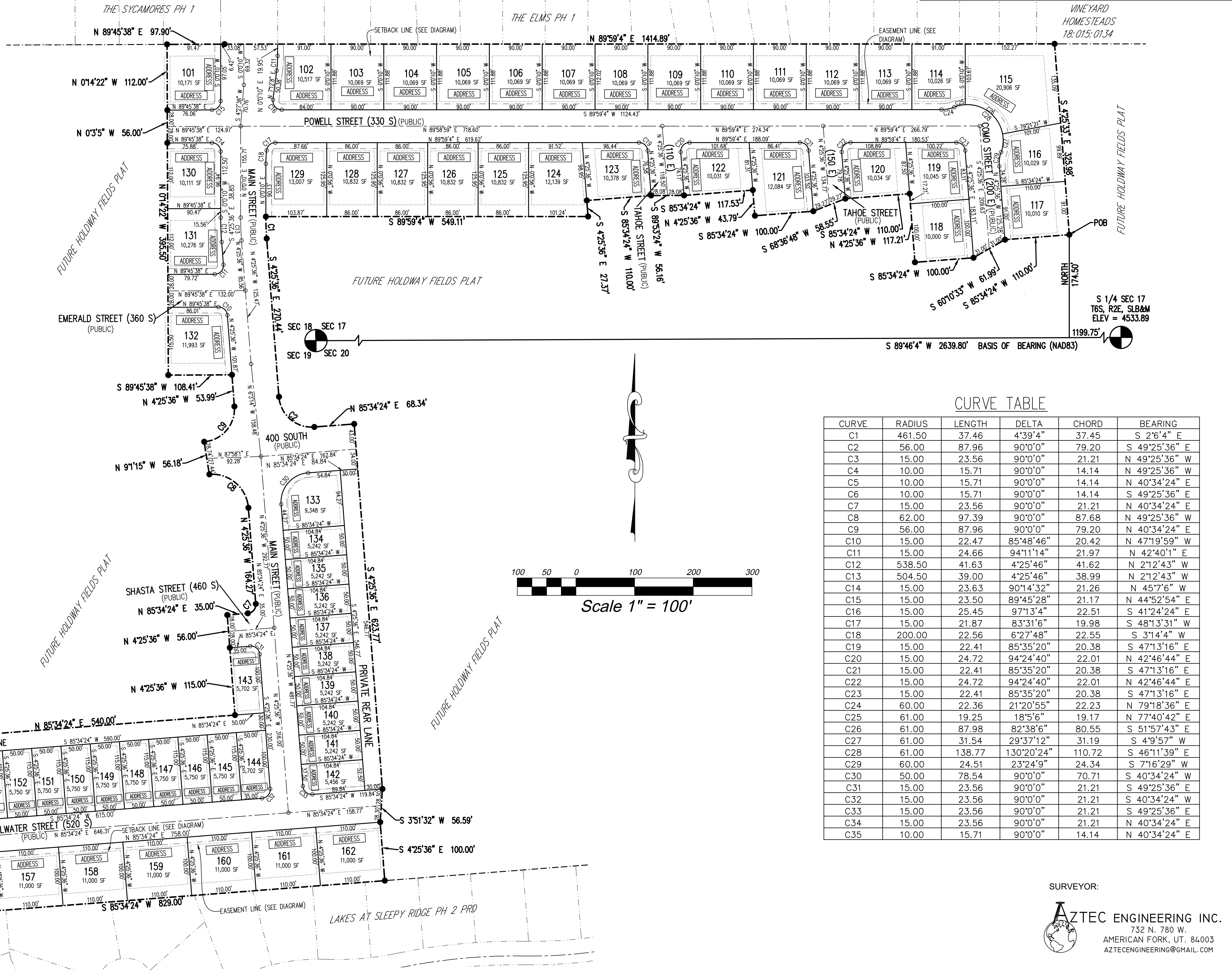
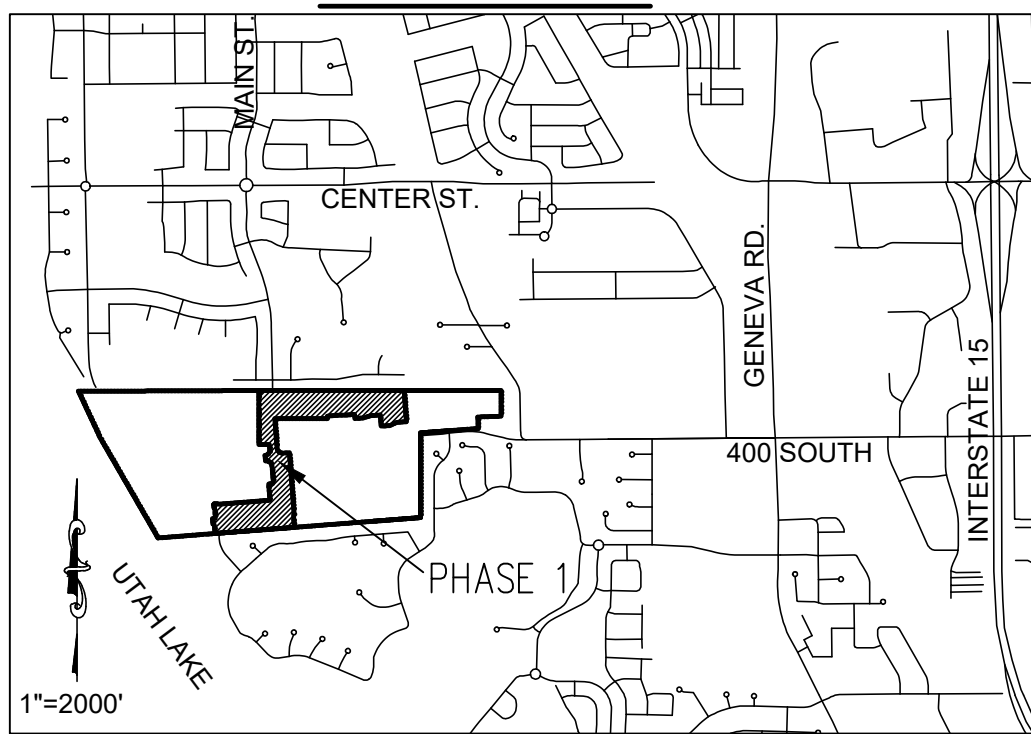
PLAT A TABULATIONS

TOTAL AREA:	857,302 S.F.	19.681 ACRES
PUBLIC ROW DEDICATION AREA:	263,397 S.F.	6.047 ACRES
PUBLIC PATH DEDICATION AREA:	0 S.F.	0 ACRES
PUBLIC PARK DEDICATION AREA:	0 S.F.	0 ACRES
TOTAL LOT AREA:	570,869 S.F.	13.105 ACRES
PRIVATE DRIVE AREA:	23,036 S.F.	0.529 ACRES
PRIVATE PARK AREA:	0 S.F.	0 ACRES
CHURCH PARCELS:	0 S.F.	0 ACRES

PLAT NOTES:

1. PLAT MUST BE RECORDED WITHIN 12 MONTHS OF FINAL APPROVAL, OR FOR PHASED DEVELOPMENTS, WITHIN 24 MONTHS OF RECORDATION OF THE MOST RECENT PHASE. THE FIRST FINAL PLAT APPROVAL WAS GRANTED ON THE DAY OF ____ 20__.
2. THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY STANDARDS, REGULATIONS AND ORDINANCES.
3. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING OR BONDED FOR.
4. NO BUILDING PERMITS SHALL BE ISSUED UNTIL ALL IMPACT AND CONNECTION FEES ARE PAID IN FULL PER CITY REGULATIONS IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
5. NO CITY MAINTENANCE SHALL BE PROVIDED FOR STREETS DESIGNATED AS "PRIVATE" ON THIS PLAT. DRIVEWAYS AND LOT ACCESS SHALL BE LIMITED TO INTERIOR LOCAL SUBDIVISION STREETS ONLY.
6. DRAINAGE SHALL NOT CROSS PROPERTY LINES. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY.
7. VINEYARD ACCEPTS NO RESPONSIBILITY FOR ANY PROPERTY DAMAGE CAUSED BY GROUND WATER FLOODING.
8. ALL BUILDING AND DEVELOPMENT SHALL BE IN CONFORMANCE WITH THE VINEYARD ZONING ORDINANCE.

VICINITY MAP



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	461.50	37.46	4°39'4"	37.45	S 2°6'4" E
C2	56.00	87.96	90°0'0"	79.20	S 49°25'36" E
C3	15.00	23.56	90°0'0"	21.21	N 49°25'36" W
C4	10.00	15.71	90°0'0"	14.14	N 49°25'36" W
C5	10.00	15.71	90°0'0"	14.14	N 40°34'24" E
C6	10.00	15.71	90°0'0"	14.14	S 49°25'36" E
C7	15.00	23.56	90°0'0"	21.21	N 40°34'24" E
C8	62.00	97.39	90°0'0"	87.68	N 49°25'36" W
C9	56.00	87.96	90°0'0"	79.20	N 40°34'24" E
C10	15.00	22.47	85°48'46"	20.42	N 47°19'59" W
C11	15.00	24.66	94°11'14"	21.97	N 42°40'1" E
C12	538.50	41.63	4°25'46"	41.62	N 21°2'43" W
C13	504.50	39.00	4°25'46"	38.99	N 21°2'43" W
C14	15.00	23.63	90°14'32"	21.26	N 45°7'6" W
C15	15.00	23.50	89°45'28"	21.17	N 44°52'54" E
C16	15.00	25.45	97°13'4"	22.51	S 41°24'24" E
C17	15.00	21.87	83°31'6"	19.98	S 48°13'31" W
C18	200.00	22.56	6°27'48"	22.55	S 31°4'4" W
C19	15.00	22.41	85°35'20"	20.38	S 47°13'16" E
C20	15.00	24.72	94°24'40"	22.01	N 42°46'44" E
C21	15.00	22.41	85°35'20"	20.38	S 47°13'16" E
C22	15.00	24.72	94°24'40"	22.01	N 42°46'44" E
C23	15.00	22.41	85°35'20"	20.38	S 47°13'16" E
C24	60.00	22.36	21°20'55"	22.23	N 79°18'36" E
C25	61.00	19.25	18°5'6"	19.17	N 77°40'42" E
C26	61.00	87.98	82°38'6"	80.55	S 51°57'43" E
C27	61.00	31.54	29°37'12"	31.19	S 4°9'57" W
C28	61.00	138.77	130°20'24"	110.72	S 46°11'39" E
C29	60.00	24.51	23°24'9"	24.34	S 71°6'29" W
C30	50.00	78.54	90°0'0"	70.71	S 40°34'24" W
C31	15.00	23.56	90°0'0"	21.21	S 49°25'36" E
C32	15.00	23.56	90°0'0"	21.21	S 40°34'24" W
C33	15.00	23.56	90°0'0"	21.21	S 49°25'36" E
C34	15.00	23.56	90°0'0"	21.21	N 40°34'24" E
C35	10.00	15.71	90°0'0"	14.14	N 40°34'24" E

SURVEYOR:



SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND IN LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE _____ AARON D. THOMAS (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

Beginning at a point located South 89°46'04" West along section line 1,199.75 feet and North 174.50 feet from the South Quarter Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

thence S 85°34'24" W, a distance of 110.00 feet; thence S 60°10'33" W, a distance of 61.99 feet; thence S 85°34'24" W, a distance of 100.00 feet; thence N 04°25'36" W, a distance of 117.21 feet; thence S 85°34'24" W, a distance of 110.00 feet; thence S 68°36'48" W, a distance of 58.55 feet; thence S 85°34'24" W, a distance of 100.00 feet; thence N 04°25'36" W, a distance of 43.79 feet; thence S 85°34'24" W, a distance of 117.53 feet; thence S 89°53'24" W, a distance of 56.16 feet; thence S 85°34'24" W, a distance of 110.00 feet; thence S 04°25'36" E, a distance of 27.37 feet; thence S 89°59'04" W, a distance of 549.11 feet; thence along the arc of a 461.50 feet curve to the left through a central angle of 04°39'04" for 37.46 feet (chord bears S 02°06'04" E 37.45 feet); thence S 04°25'36" E, a distance of 270.44 feet; thence along the arc of a 56.00 feet curve to the left through a central angle of 90°00'00" for 87.96 feet (chord bears S 49°25'36" E 79.20 feet); thence N 85°34'24" E, a distance of 68.34 feet; thence S 04°25'36" E, a distance of 623.77 feet; thence S 03°51'32" W, a distance of 56.59 feet; thence S 04°25'36" E, a distance of 100.00 feet; thence S 85°34'24" W, a distance of 829.00 feet; thence N 04°25'36" W, a distance of 85.00 feet; thence along the arc of a 15.00 feet curve to the left through a central angle of 90°00'00" for 23.56 feet (chord bears N 49°25'36" W 21.21 feet); thence along a line non-tangent to said curve, N 04°25'36" W, a distance of 56.00 feet; thence N 85°34'24" E, a distance of 31.31 feet; thence N 04°25'36" W, a distance of 105.00 feet; thence along the arc of a 10.00 feet curve to the left through a central angle of 90°00'00" for 15.71 feet (chord bears N 49°25'36" W 14.14 feet); thence along a line non-tangent to said curve, N 04°25'36" W, a distance of 30.00 feet; thence along the arc of a 10.00 feet curve to the left through a central angle of 90°00'00" for 15.71 feet (chord bears N 40°34'24" E 14.14 feet); thence along a line non-tangent to said curve, N 85°34'24" E, a distance of 30.00 feet; thence along the arc of a 10.00 feet curve to the left through a central angle of 90°00'00" for 15.71 feet (chord bears S 49°25'36" W 14.14 feet); thence N 85°34'24" E, a distance of 540.00 feet; thence N 04°25'36" W, a distance of 115.00 feet; thence continue Northerly along said line, a distance of 56.00 feet; thence N 85°34'24" E, a distance of 35.00 feet; thence along the arc of a 15.00 feet curve to the left through a central angle of 90°00'00" for 23.56 feet (chord bears N 40°34'24" E 21.21 feet); thence N 04°25'36" W, a distance of 164.27 feet; thence along the arc of a 62.00 feet curve to the left through a central angle of 90°00'00" for 97.39 feet (chord bears N 49°25'36" W 87.68 feet); thence along a line non-tangent to said curve, N 09°01'15" W, a distance of 56.18 feet; thence along the arc of a 56.00 feet curve to the left through a central angle of 90°00'00" for 87.96 feet (chord bears N 40°34'24" E 79.20 feet); thence N 04°25'36" W, a distance of 53.99 feet; thence S 89°45'38" W, a distance of 108.41 feet; thence N 00°14'22" W, a distance of 395.50 feet; thence N 00°03'05" W, a distance of 56.00 feet; thence N 00°14'22" W, a distance of 112.00 feet; thence N 89°45'38" E, a distance of 97.90 feet; thence N 89°59'04" E, a distance of 1,414.89 feet; thence S 04°25'33" E, a distance of 325.98 feet to the POINT OF BEGINNING.

Containing 857,301.71 square feet or 19.6809 acres, more or less.

OWNER'S DEDICATION

KNOW ALL MEN MEN BY THESE PRESENTS THAT _____, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOW AS

HOLDAWAY FIELDS PHASE 1

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE OWNER(S) WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE AND OPERATION OF THE STREET.

IN WITNESS WHEREOF _____ HAVE HEREUNTO SET THIS ____ DAY

OF _____ A.D. 20__

OWNER(S):
PRINTED NAME OF OWNER

AUTHORIZED SIGNATURE(S)

ACKNOWLEDGMENT

On the _____ day of _____, 20__, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledged to me that the Owners Dedication was executed by them on behalf of the Owners.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC SIGNATURE

COMMISSION NUMBER _____ PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE LEGISLATIVE BODY OF VINEYARD, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, 20__

APPROVED BY PLANNING COMMISSION CHAIR _____ APPROVED BY CITY ATTORNEY _____

APPROVED BY ENGINEER (SEE SEAL BELOW) _____ APPROVED BY CITY MANAGER _____

ATTEST BY CITY RECORDER (SEE SEAL BELOW)

FINAL PLAT

HOLDAWAY FIELDS PHASE 1

SUBDIVISION

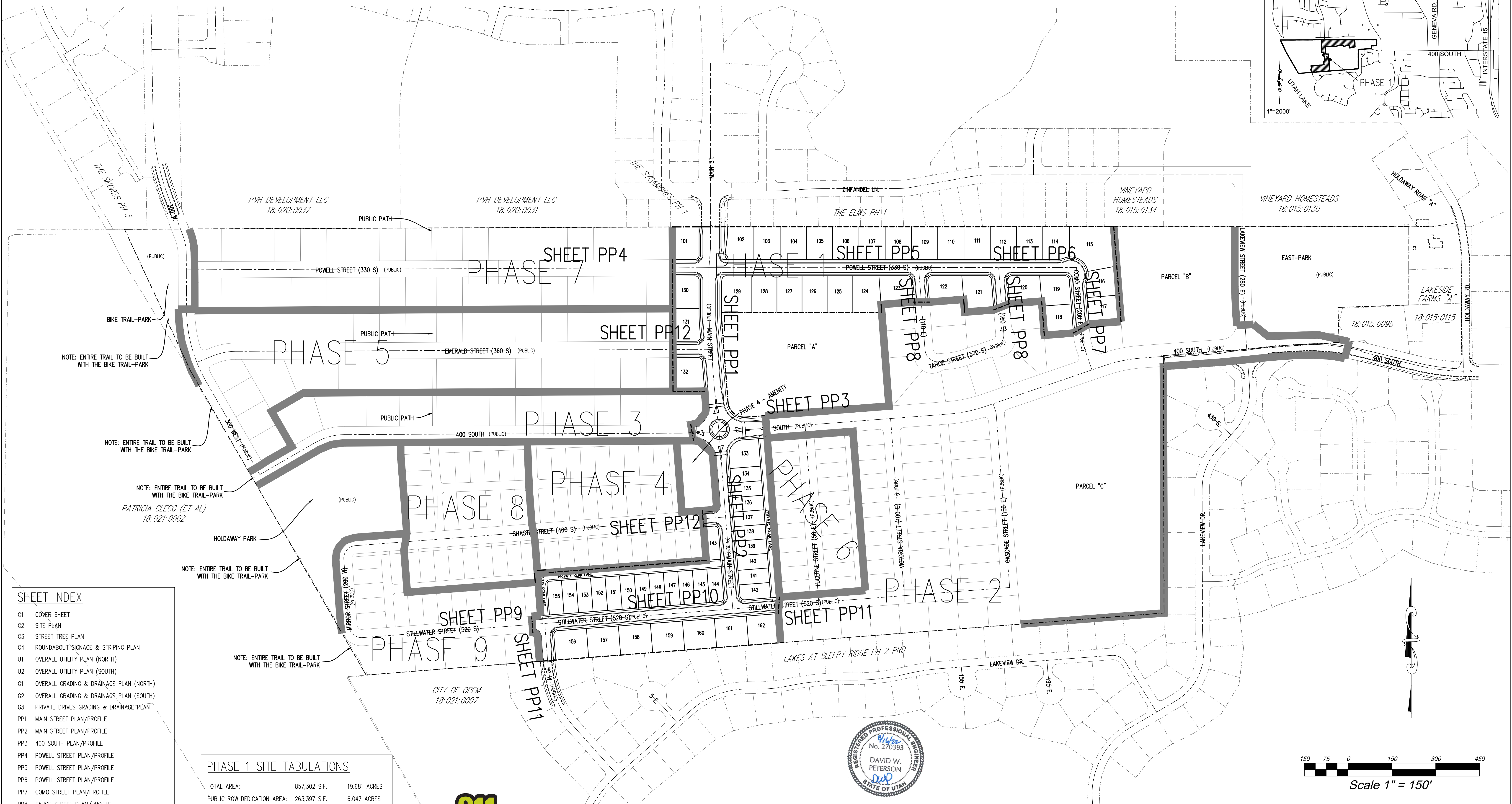
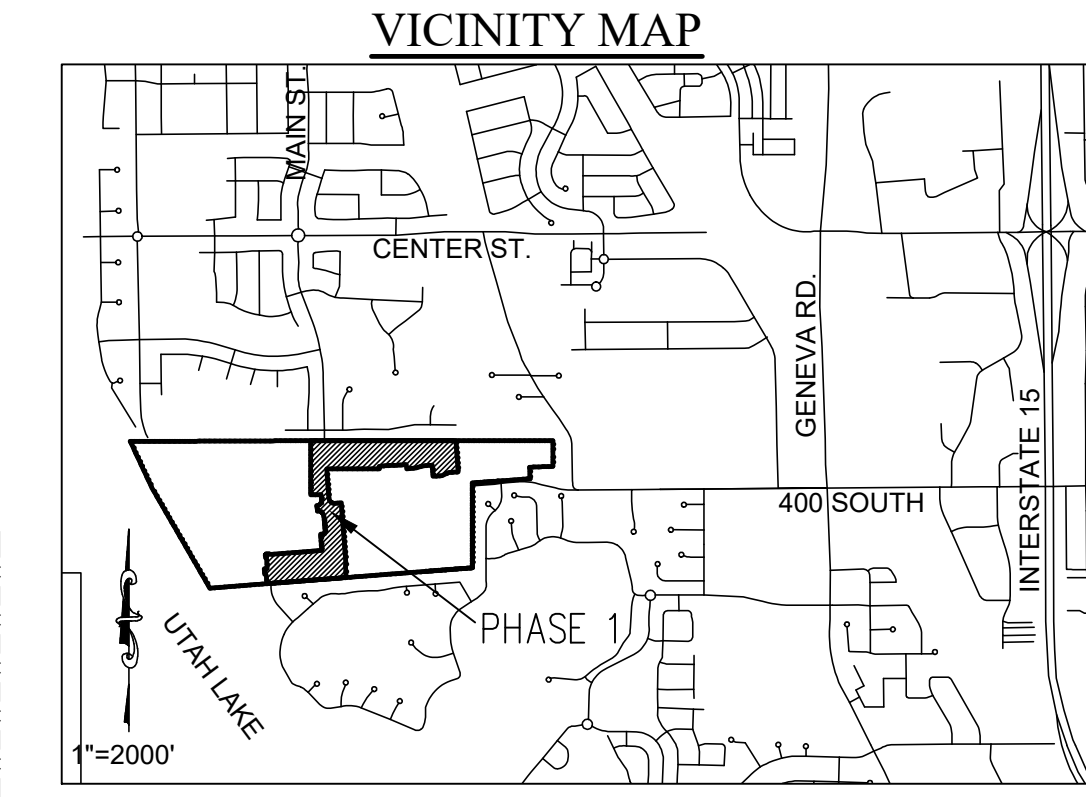
LOCATED IN SECTIONS 17, 18, 19, & 20 OF TOWNSHIP 6S, RANGE 2E, S.L.B.&M.

VINEYARD _____ UTAH COUNTY, UTAH

SCALE: 1" = 100 FEET

Surveyor's Seal Notary Public Seal City Engineer's Seal Clerk-Recorder Seal

HOLDAWAY FIELDS



SHEET INDEX

- C1 COVER SHEET
- C2 SITE PLAN
- C3 STREET TREE PLAN
- C4 ROUNDABOUT SIGNAGE & STRIPING PLAN
- U1 OVERALL UTILITY PLAN (NORTH)
- U2 OVERALL UTILITY PLAN (SOUTH)
- G1 OVERALL GRADING & DRAINAGE PLAN (NORTH)
- G2 OVERALL GRADING & DRAINAGE PLAN (SOUTH)
- G3 PRIVATE DRIVES GRADING & DRAINAGE PLAN
- PP1 MAIN STREET PLAN/PROFILE
- PP2 MAIN STREET PLAN/PROFILE
- PP3 400 SOUTH PLAN/PROFILE
- PP4 POWELL STREET PLAN/PROFILE
- PP5 POWELL STREET PLAN/PROFILE
- PP6 POWELL STREET PLAN/PROFILE
- PP7 COMO STREET PLAN/PROFILE
- PP8 TAHOE STREET PLAN/PROFILE
- PP9 STILLWATER STREET PLAN/PROFILE
- PP10 STILLWATER STREET PLAN/PROFILE
- PP11 STILLWATER STREET & 30 WEST PLAN/PROFILE
- PP12 EMERALD STREET & SHASTA STREET PLAN/PROFILE
- SWP1 EROSION CONTROL PLAN
- D1 ROAD CROSS SECTIONS & SITE DETAILS

PHASE 1 SITE TABULATIONS

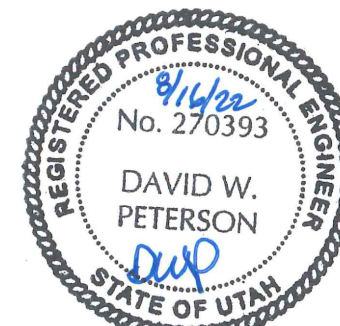
TOTAL AREA:	857,302 S.F.	19.681 ACRES
PUBLIC ROW DEDICATION AREA:	263,397 S.F.	6.047 ACRES
PUBLIC PATH DEDICATION AREA:	0 S.F.	0 ACRES
PUBLIC PARK DEDICATION AREA:	0 S.F.	0 ACRES
TOTAL LOT AREA:	570,869 S.F.	13.105 ACRES
PRIVATE DRIVE AREA:	23,036 S.F.	0.529 ACRES
PRIVATE PARK AREA:	0 S.F.	0 ACRES
CHURCH PARCELS:	0 S.F.	0 ACRES



LAND SURVEYOR:



AZTEC ENGINEERING INC.
732 N. 780 W.
AMERICAN FORK, UT. 84003
AZTECENGINEERING@GMAIL.COM
AARON D. THOMAS - PLS NO. 6418780



REVISIONS

Rev.	Date	Description

Developer/Property Owner: RYAN BYBEE

Phone: 801-616-2300

EXCEL
ENGINEERING

David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com

HOLDAWAY FIELDS

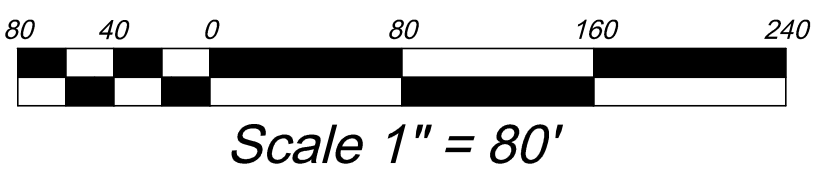
VINEYARD		PHASE 1	UTAH
Drawn by:	D.W.P.	COVER SHEET	Scale: 1"=150'
Designed by:	D.W.P.		Date: 08/16/22
Checked by:	D.W.P.		C1



- GENERAL NOTES
- 1. ALL CONSTRUCTION TO BE IN CONFORMANCE WITH VINEYARD STANDARDS AND SPECIFICATIONS.
 - 2. GEOTECHNICAL REPORT, SOILS TESTS, & PAVEMENT DESIGN ARE PROVIDED AT TIME OF THIS FINAL PLAT SUBMITTAL.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	461.50	37.46	4°39'4"	37.45	S 2°6'4" E
C2	56.00	87.96	90°0'0"	79.20	S 49°25'36" E
C3	15.00	23.56	90°0'0"	21.21	N 49°25'36" W
C4	10.00	15.71	90°0'0"	14.14	N 49°25'36" W
C5	10.00	15.71	90°0'0"	14.14	N 40°34'24" E
C6	10.00	15.71	90°0'0"	14.14	S 49°25'36" E
C7	15.00	23.56	90°0'0"	21.21	N 40°34'24" E
C8	62.00	97.39	90°0'0"	87.68	N 49°25'36" W
C9	56.00	87.96	90°0'0"	79.20	N 40°34'24" E

PLAT NOTE:
SEE FINAL PLAT FOR LEGAL DESCRIPTION & SETBACK & EASEMENT DIAGRAMS.



REVISIONS		
Rev.	Date	Description

Developer/Property Owner: RYAN BYBEE
Phone: 801-616-2300

EXCEL
ENGINEERING
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12 West 100 North, Suite 201C, American Fork, UT 84003
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HOLDAWAY FIELDS

VINEYARD PHASE 1 UTAH

Drawn by: G.J.Y.
Designed by: G.J.Y.
Checked by: D.W.P.

SITE PLAN

Scale: 1"=80'
Date: 08/16/22
C2





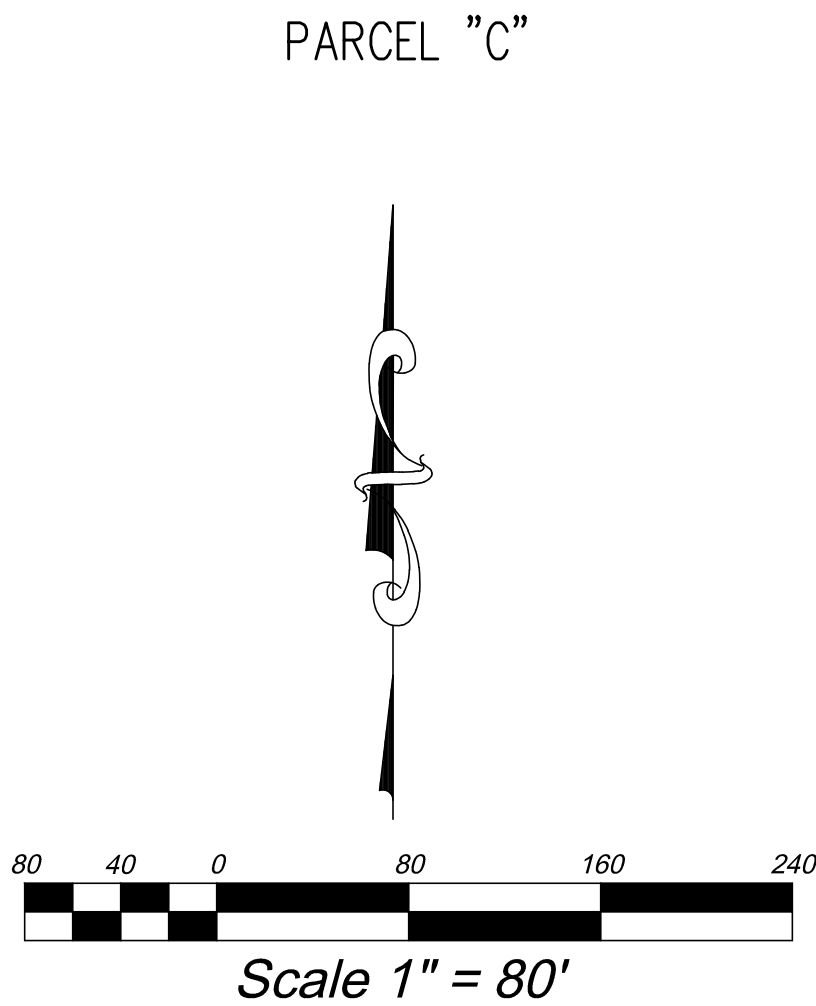
TREE PLACEMENT NOTE

EXACT SPACING AND LOCATION OF STREET TREES FOR EACH LOT WILL BE DETERMINED AFTER THE DRIVEWAY LOCATION FOR EACH LOT IS INSTALLED.

TREE VARIETIES PROPOSED

- PROPOSED STREET TREES
1. ELM, LACEBARK
 2. ZELKOVA
 3. HORNBEAM, EUROPEAN
 4. GOLDEN RAIN TREE

- PROPOSED OPEN SPACE AND PARK AREA TREES
1. OAK, BUR
 2. ELM, LACEBARK
 3. HACKBERRY
 4. ZELKOVA
 5. GINKGO, BILOBA

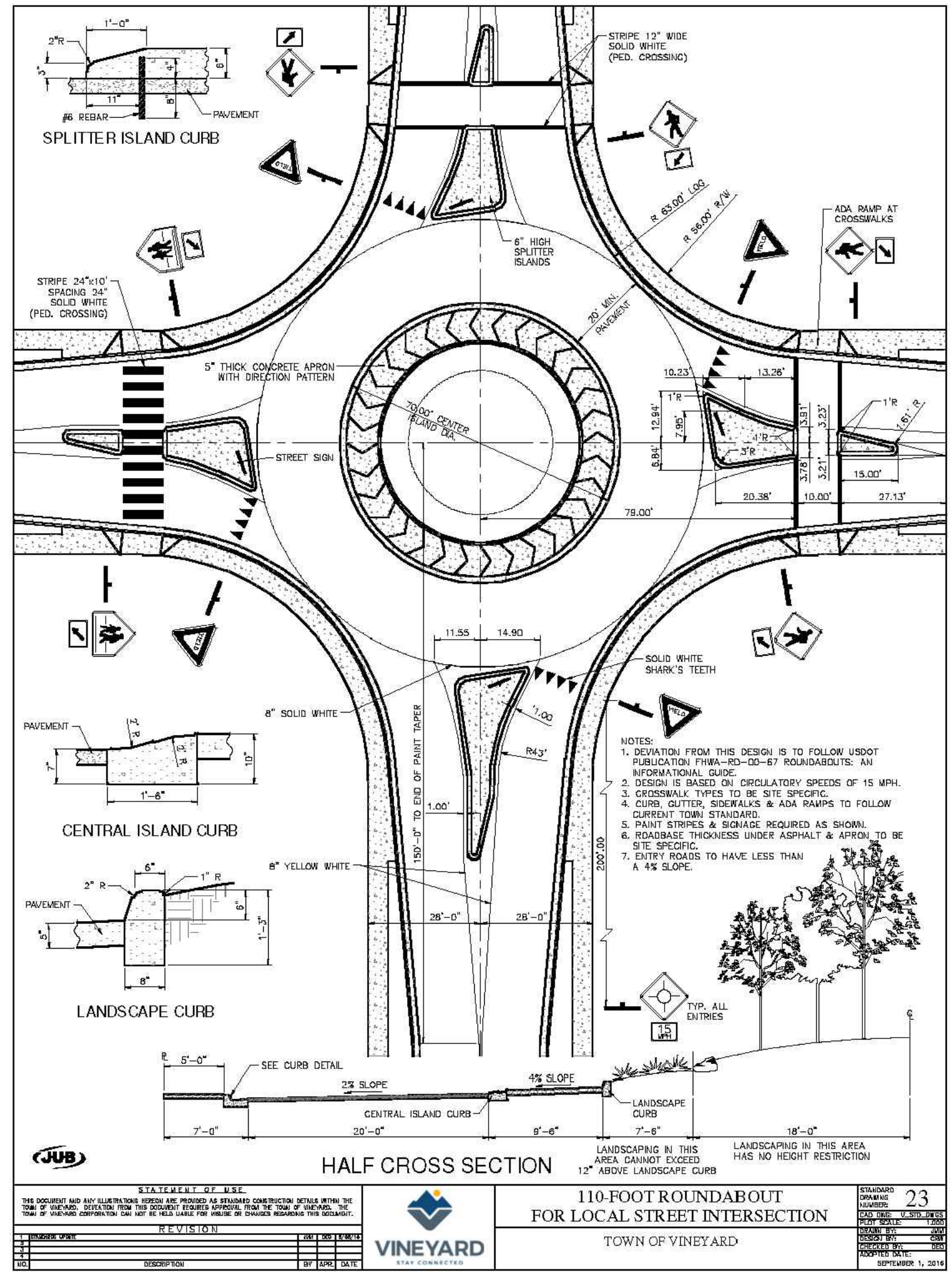


LAND SURVEYOR: **AZTEC ENGINEERING INC.**
732 N. 780 W.
AMERICAN FORK, UT. 84003
AZTECENGINEERING@GMAIL.COM
AARON D. THOMAS - PLS NO. 6418780

Developer/Property Owner: **RYAN BYBEE**
Phone: 801-616-2300

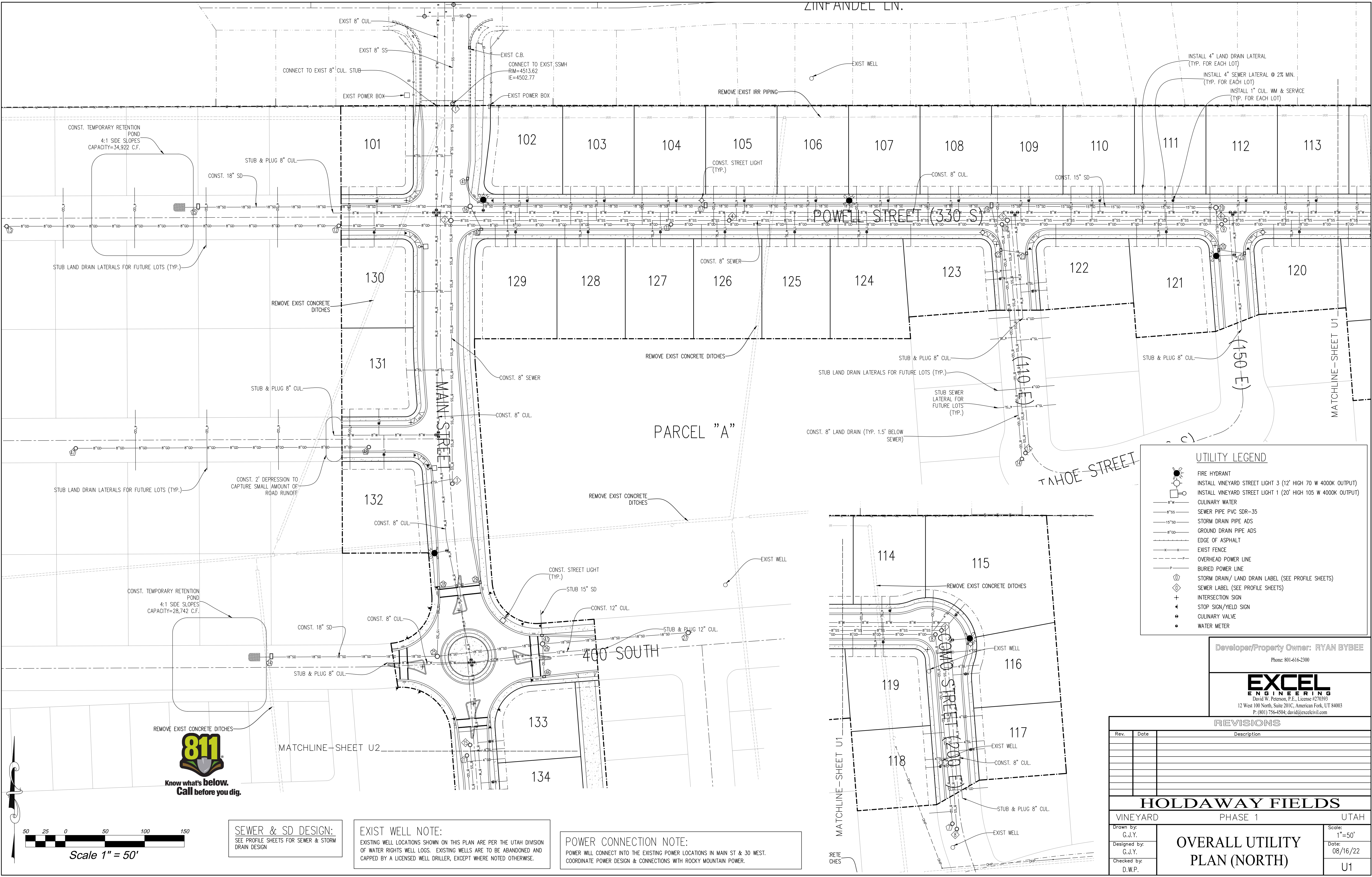
EXCEL
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12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com

REVISIONS		
Rev.	Date	Description
HOLDAWAY FIELDS		
VINEYARD	PHASE 1	UTAH
Drawn by: G.J.Y.	STREET TREE PLAN	Scale: 1"=80'
Designed by: G.J.Y.		Date: 08/16/22
Checked by: D.W.P.		C3

[illegible]

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HOLDAWAY FIELDS			
VINEYARD		PHASE 1	UTAH
Drawn by: G.J.Y.	ROUNDAABOUT SIGNAGE & STRIPING PLAN		Scale: 1"=20'
Designed by: G.J.Y.			Date: 08/16/22
Checked by: D.W.P.			C4



UTILITY LEGEND

- FIRE HYDRANT
- INSTALL VINEYARD STREET LIGHT 3 (12' HIGH 70 W 4000K OUTPUT)
- INSTALL VINEYARD STREET LIGHT 1 (20' HIGH 105 W 4000K OUTPUT)
- CULINARY WATER
- SEWER PIPE PVC SDR-35
- STORM DRAIN PIPE ADS
- GROUND DRAIN PIPE ADS
- EDGE OF ASPHALT
- EXIST FENCE
- OVERHEAD POWER LINE
- BURIED POWER LINE
- STORM DRAIN/ LAND DRAIN LABEL (SEE PROFILE SHEETS)
- SEWER LABEL (SEE PROFILE SHEETS)
- INTERSECTION SIGN
- STOP SIGN/YIELD SIGN
- CULINARY VALVE
- WATER METER

Developer/Property Owner: RYAN BYBEE
Phone: 801-616-2300

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REVISIONS		
Rev.	Date	Description

HOLDAWAY FIELDS

VINEYARD PHASE 1 UTAH

Drawn by:
G.J.Y.
Designed by:
G.J.Y.
Checked by:
D.W.P.

**OVERALL UTILITY
PLAN (NORTH)**

Scale:
1"=50'
Date:
08/16/22
U1

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

Scale 1" = 50'

SEWER & SD DESIGN:
SEE PROFILE SHEETS FOR SEWER & STORM
DRAIN DESIGN

EXIST WELL NOTE:
EXISTING WELL LOCATIONS SHOWN ON THIS PLAN ARE PER THE UTAH DIVISION
OF WATER RIGHTS WELL LOGS. EXISTING WELLS ARE TO BE ABANDONED AND
CAPPED BY A LICENSED WELL DRILLER, EXCEPT WHERE NOTED OTHERWISE.

POWER CONNECTION NOTE:
POWER WILL CONNECT INTO THE EXISTING POWER LOCATIONS IN MAIN ST & 30 WEST.
COORDINATE POWER DESIGN & CONNECTIONS WITH ROCKY MOUNTAIN POWER.



UTILITY LEGEND

FIRE HYDRANT

INSTALL VINEYARD STREET LIGHT 3 (12' HIGH 70 W 4000K OUTPUT)

INSTALL VINEYARD STREET LIGHT 1 (20' HIGH 105 W 4000K OUTPUT)

CULINARY WATER

SEWER PIPE PVC SDR-35

STORM DRAIN PIPE ADS

GROUND DRAIN PIPE ADS

EDGE OF ASPHALT

EXIST FENCE

OVERHEAD POWER LINE

BURIED POWER LINE

STORM DRAIN/ LAND DRAIN LABEL (SEE PROFILE SHEETS)

SEWER LABEL (SEE PROFILE SHEETS)

INTERSECTION SIGN

STOP SIGN/YIELD SIGN

CULINARY VALVE

WATER METER

POWER CONNECTION NOTE:
POWER WILL CONNECT INTO THE EXISTING POWER LOCATIONS IN MAIN ST & 30 WEST.
COORDINATE POWER DESIGN & CONNECTIONS WITH ROCKY MOUNTAIN POWER.



EXIST WELL NOTE:
EXISTING WELL LOCATIONS SHOWN ON THIS PLAN ARE PER THE UTAH DIVISION
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SEWER & SD DESIGN:
SEE PROFILE SHEETS FOR SEWER & STORM
DRAIN DESIGN

REVISIONS		
Rev.	Date	Description

Developer/Property Owner: RYAN BYBEE

Phone: 801-616-2300

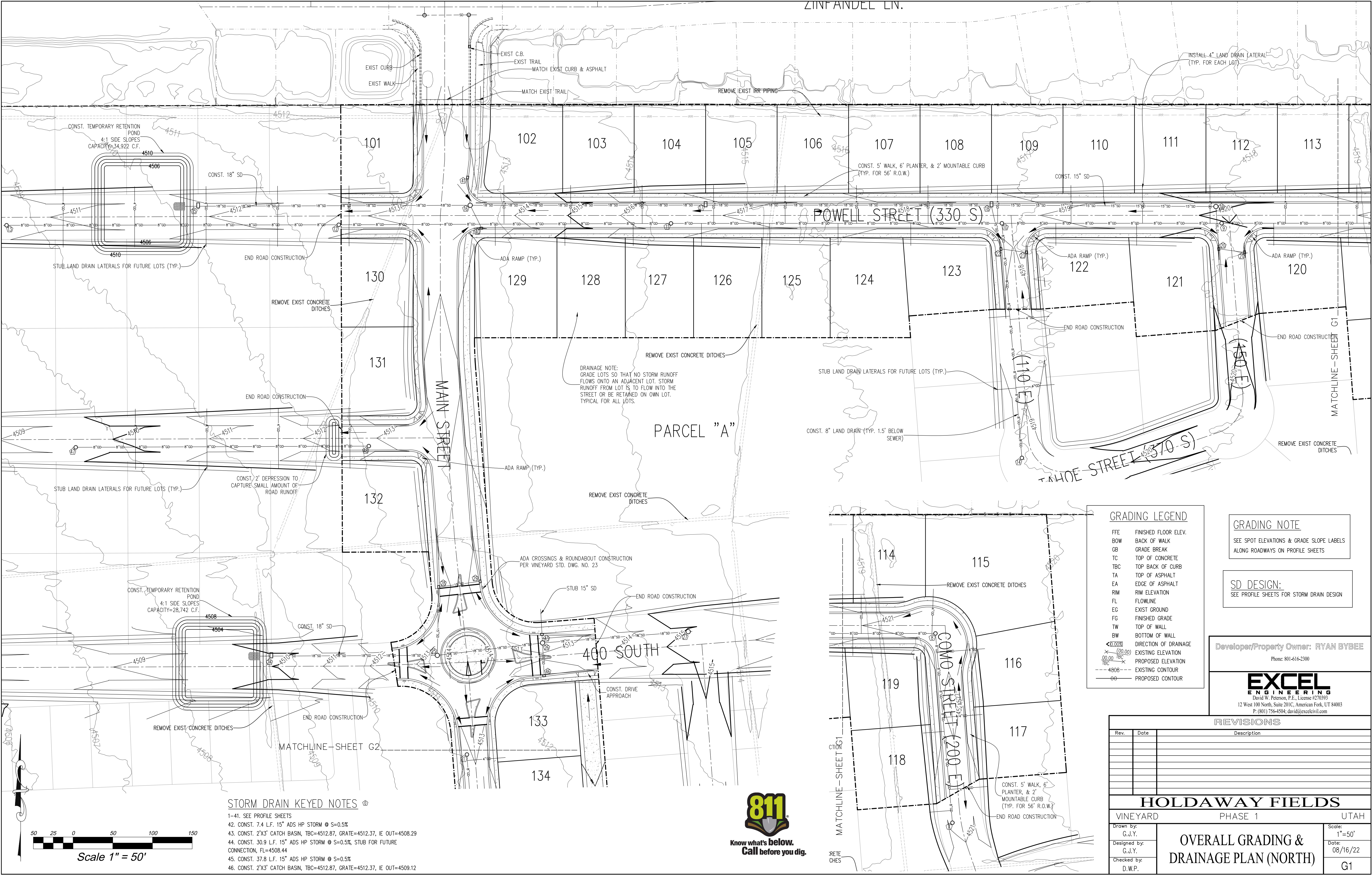
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HOLDAWAY FIELDS

VINEYARD PHASE 1 UTAH

OVERALL UTILITY PLAN (SOUTH)

Scale: 1"=50'
Date: 08/16/22
U2





GRADING NOTE
SEE SPOT ELEVATIONS & GRADE/SLOPE LABELS
ALONG ROADWAYS ON PROFILE SHEETS

SD DESIGN:
SEE PROFILE SHEETS FOR STORM DRAIN DESIGN

GRADING LEGEND	
FFE	FINISHED FLOOR ELEV.
BOW	BACK OF WALK
GB	GRADE BREAK
TC	TOP OF CONCRETE
TBC	TOP BACK OF CURB
TA	TOP OF ASPHALT
EA	EDGE OF ASPHALT
RIM	RIM ELEVATION
FL	FLOWLINE
EG	EXIST. GROUND
FG	FINISHED GRADE
TW	TOP OF WALL
BW	BOTTOM OF WALL
<0.00%	DIRECTION OF DRAINAGE
00.00	EXISTING ELEVATION
00.00 TBC	PROPOSED ELEVATION
---	EXISTING CONTOUR
---	PROPOSED CONTOUR



REVISIONS		
Rev.	Date	Description

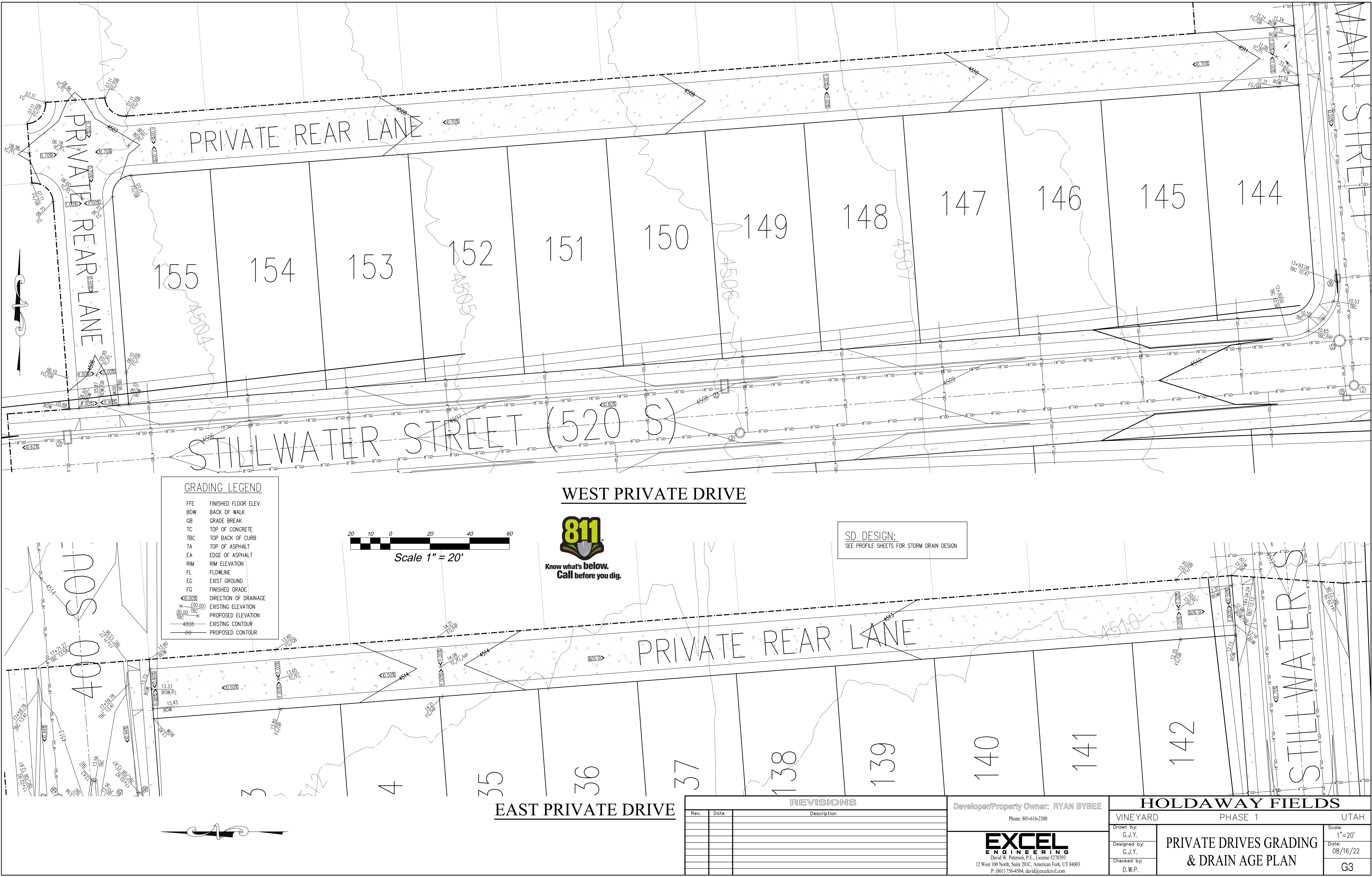
Developer/Property Owner: RYAN BYBEE
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HOLDAWAY FIELDS
VINEYARD PHASE 1 UTAH

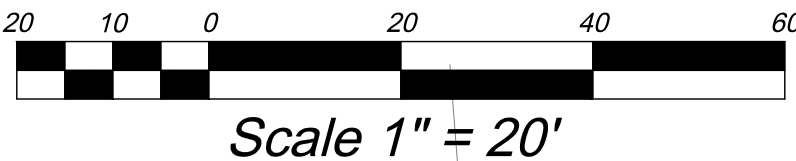
OVERALL GRADING & DRAINAGE PLAN (SOUTH)

Scale: 1"=50'
Date: 08/16/22
G2



GRADING LEGEND

- FFE FINISHED FLOOR ELEV.
- BOW BACK OF WALK
- GB GRADE BREAK
- TC TOP OF CONCRETE
- TBC TOP BACK OF CURB
- TA TOP OF ASPHALT
- EA EDGE OF ASPHALT
- RIM RIM ELEVATION
- FL FLOWLINE
- EG EXIST GROUND
- FG FINISHED GRADE
- Direction of Drainage
- Existing Elevation
- Proposed Elevation
- Existing Contour
- Proposed Contour

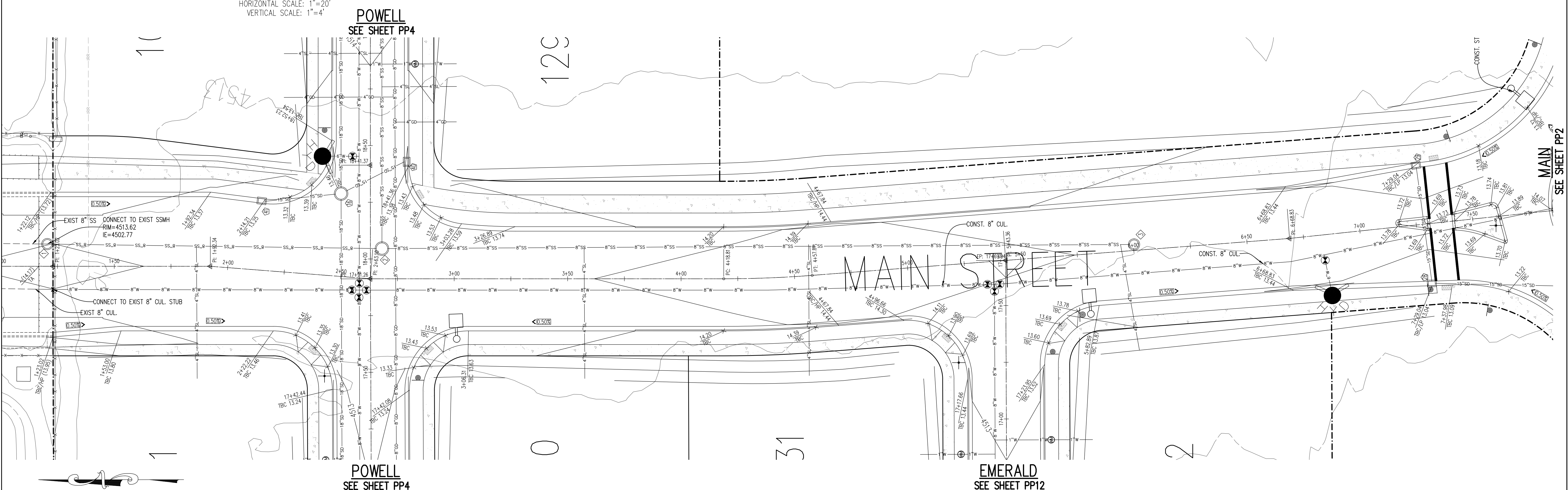
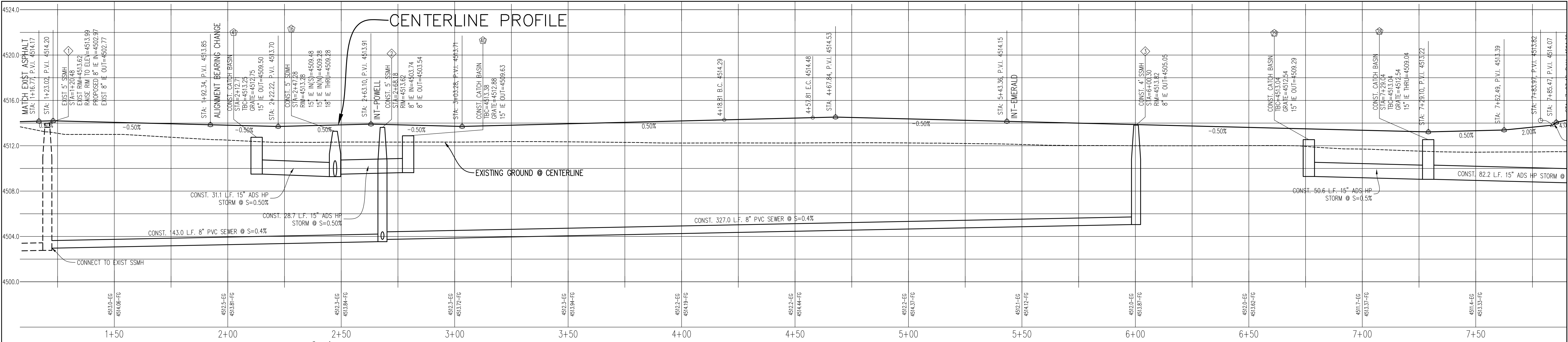


SD DESIGN:
SEE PROFILE SHEETS FOR STORM DRAIN DESIGN

REVISIONS		
Rev.	Date	Description

Developer/Property Owner: RYAN BYBEE Phone: 801-616-2300		HOLDAWAY FIELDS	
VINEYARD		PHASE 1	
UTAH		Scale: 1"=20'	
Drawn by: G.J.Y.		PRIVATE DRIVES GRADING & DRAIN AGE PLAN	
Designed by: G.J.Y.		Date: 08/16/22	
Checked by: D.W.P.		G3	

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12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com



20

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Scale 1" = 20'

POWELL
SEE SHEET PP4

POWELL
SEE SHEET PP4

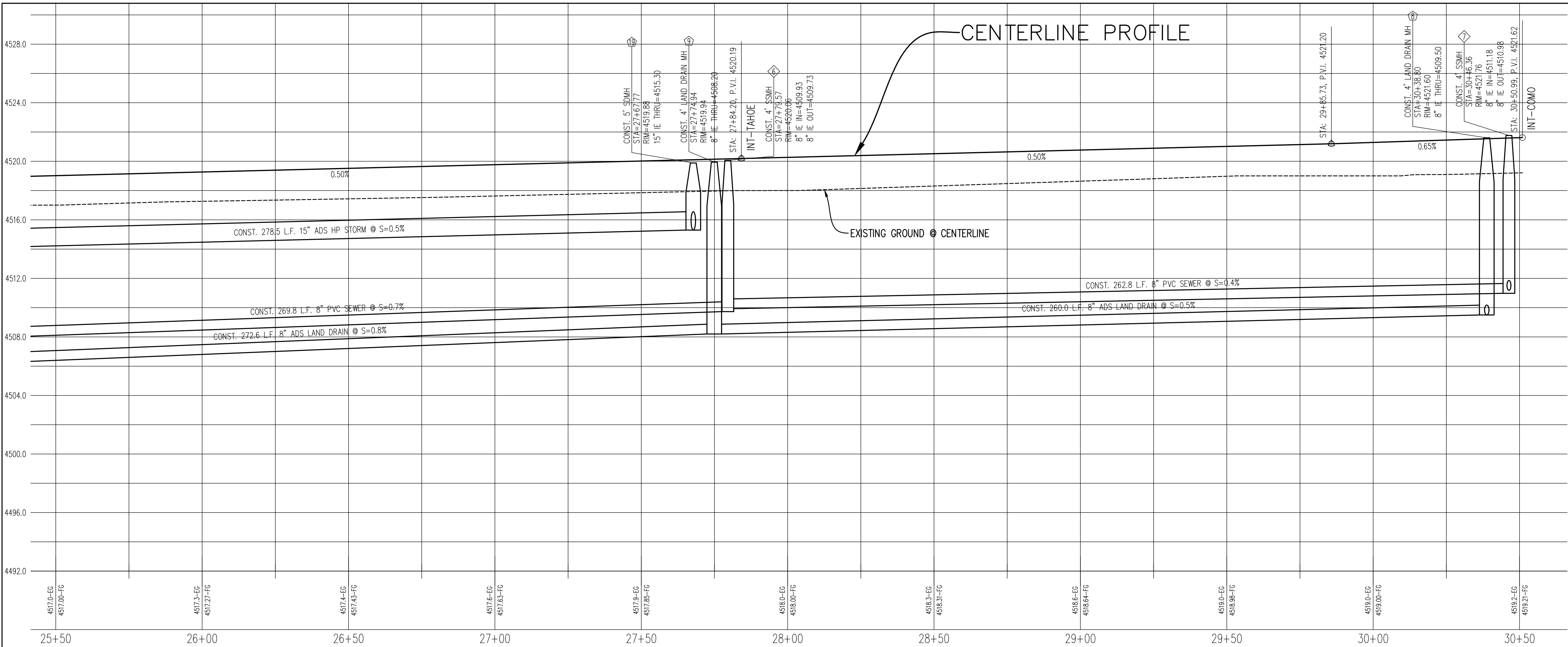
MAIN STREET PLAN/PROFILE

EMERALD
SEE SHEET PP12

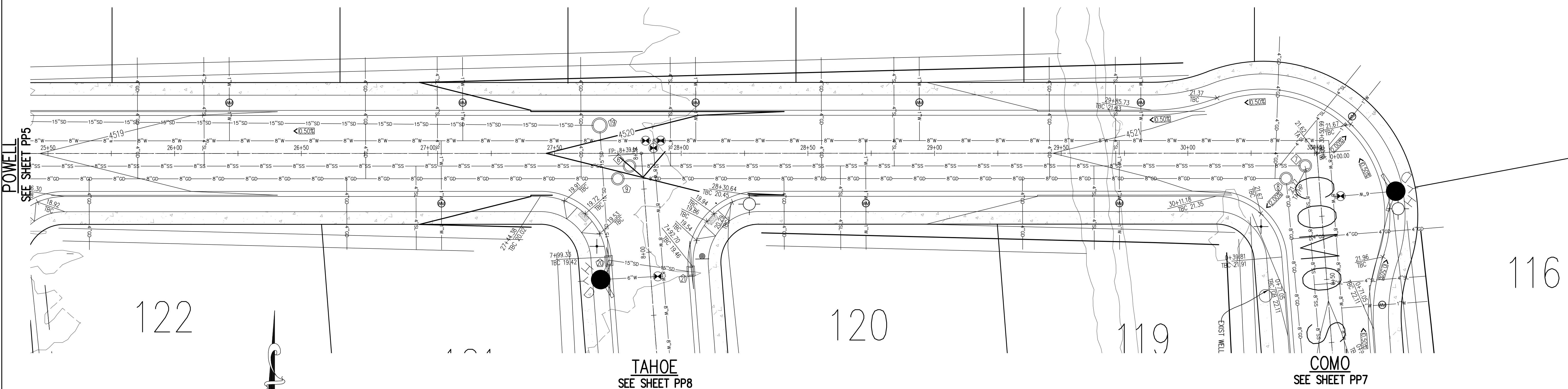
REVISIONS			Developer/Property Owner: RYAN BYBEE Phone: 801-616-2300		HOLDAWAY FIELDS		
Rev.	Date	Description			VINEYARD	PHASE 1	
					UTAH		
					Drawn by: G.J.Y.	MAIN STREET PLAN/PROFILE	
					Designed by: G.J.Y.		Scale: 1"=20'
					Checked by: D.W.P.		Date: 08/16/22
					PP1		

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HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=4'



POWELL STREET PLAN/PROFILE



REVISIONS		
Rev.	Date	Description

Developer/Property Owner: RYAN BYBEE

Phone: 801-616-2300

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HOLDAWAY FIELDS

VINEYARD PHASE 1 UTAH

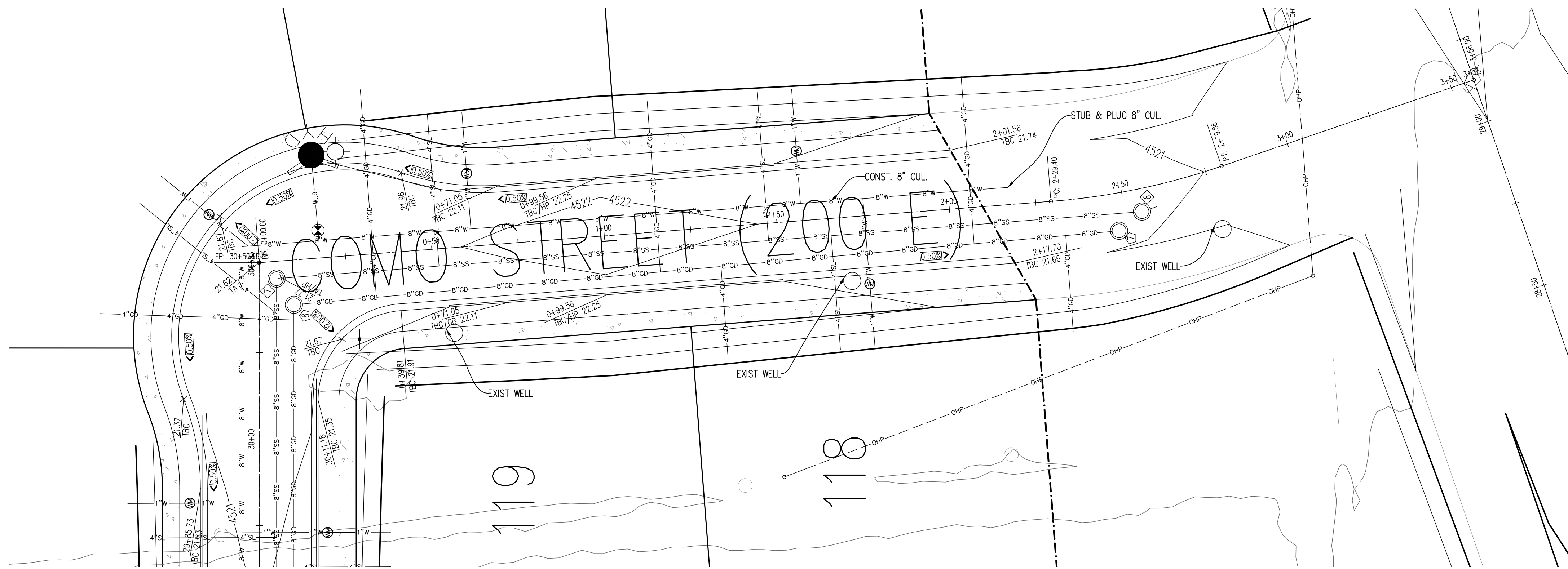
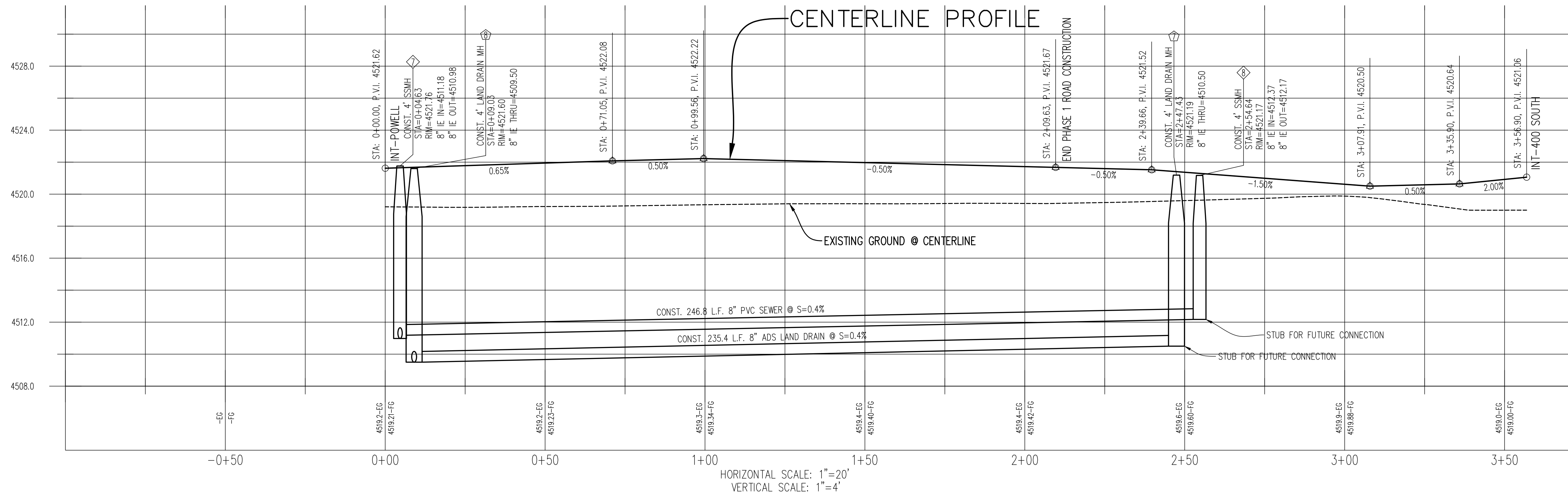
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Designed by: G.J.Y.

Checked by: D.W.P.

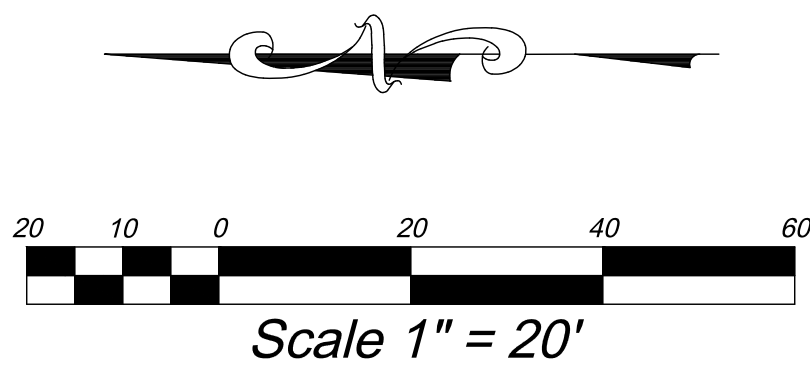
**POWELL STREET
PLAN/PROFILE**

Scale: 1"=20'
Date: 08/16/22
PP6



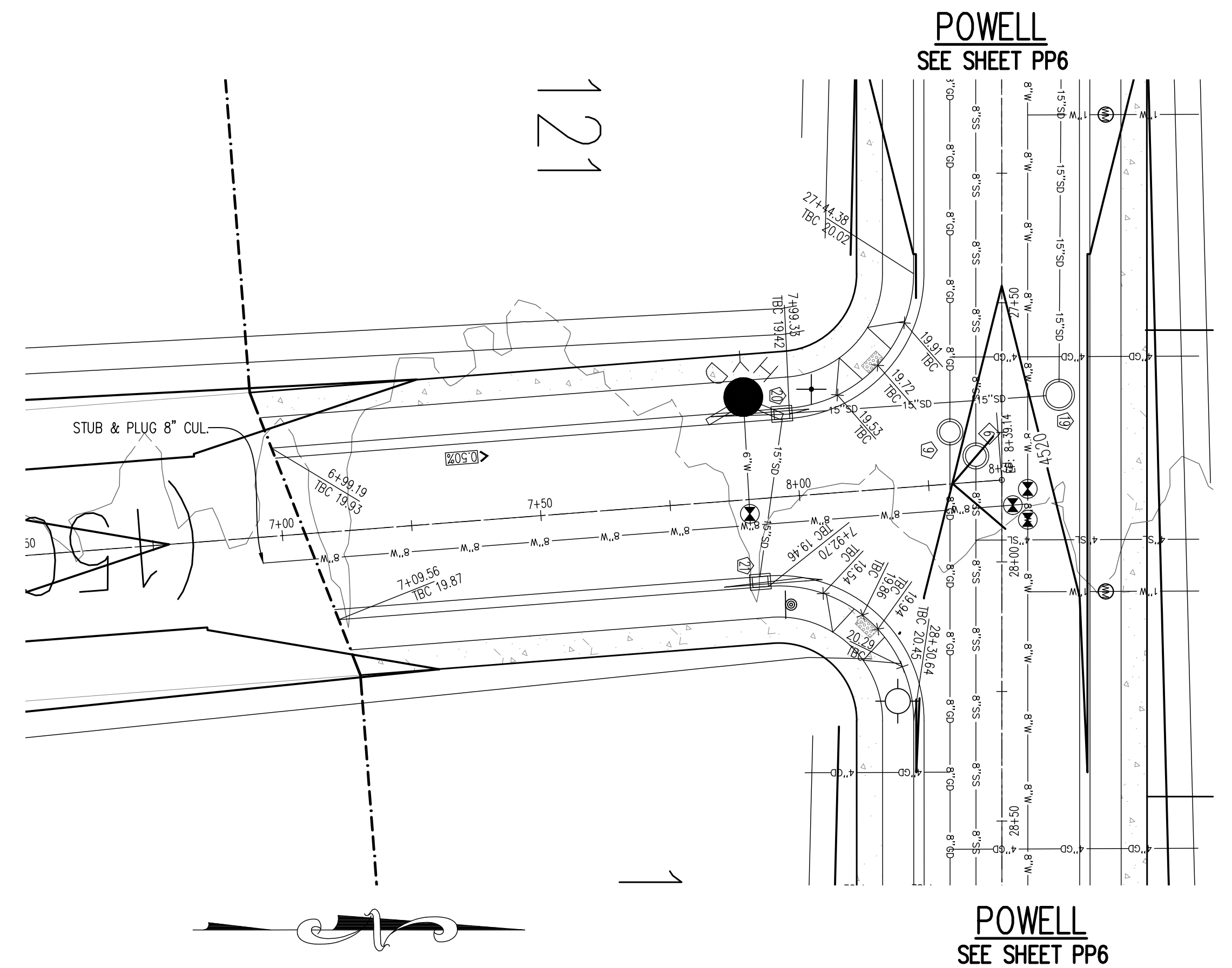
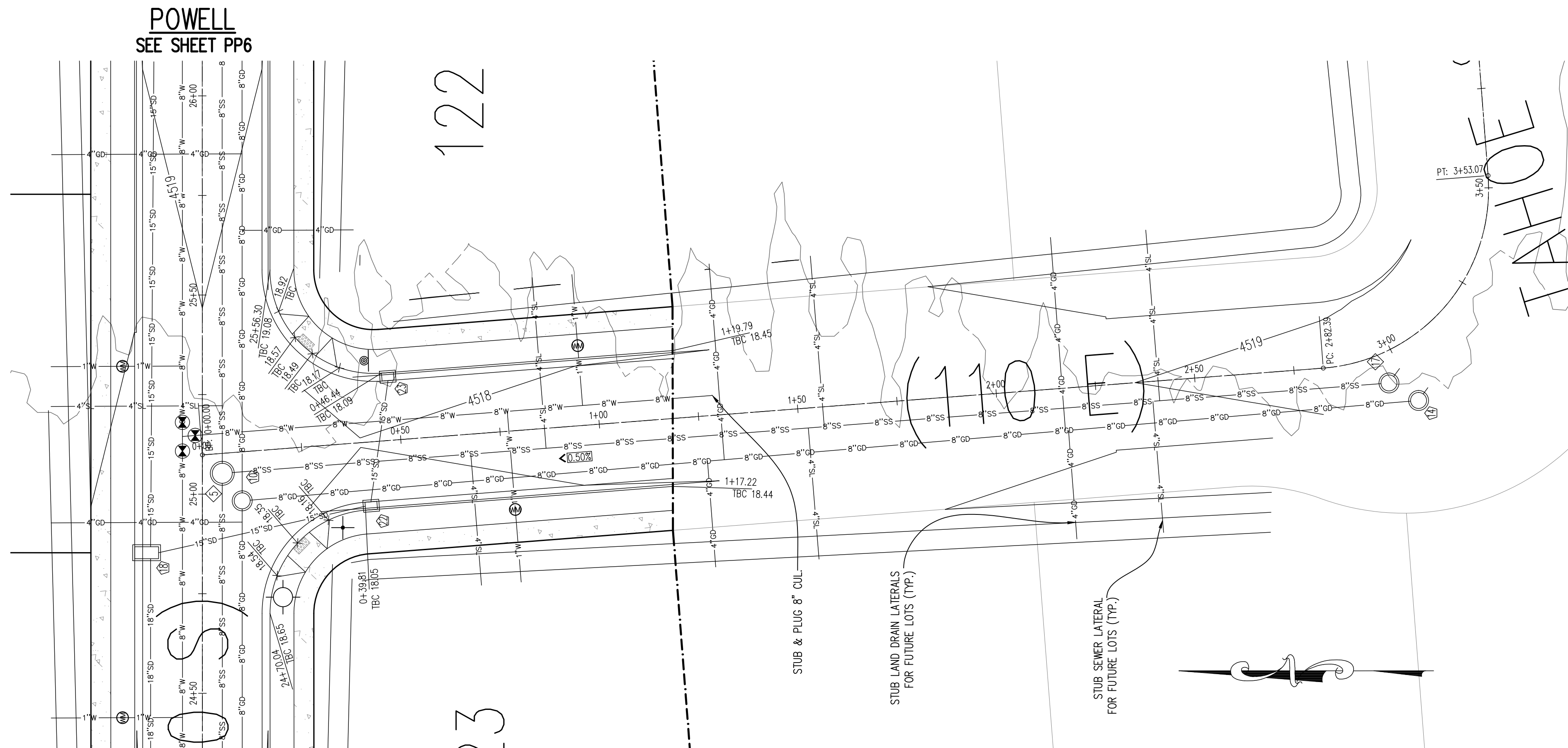
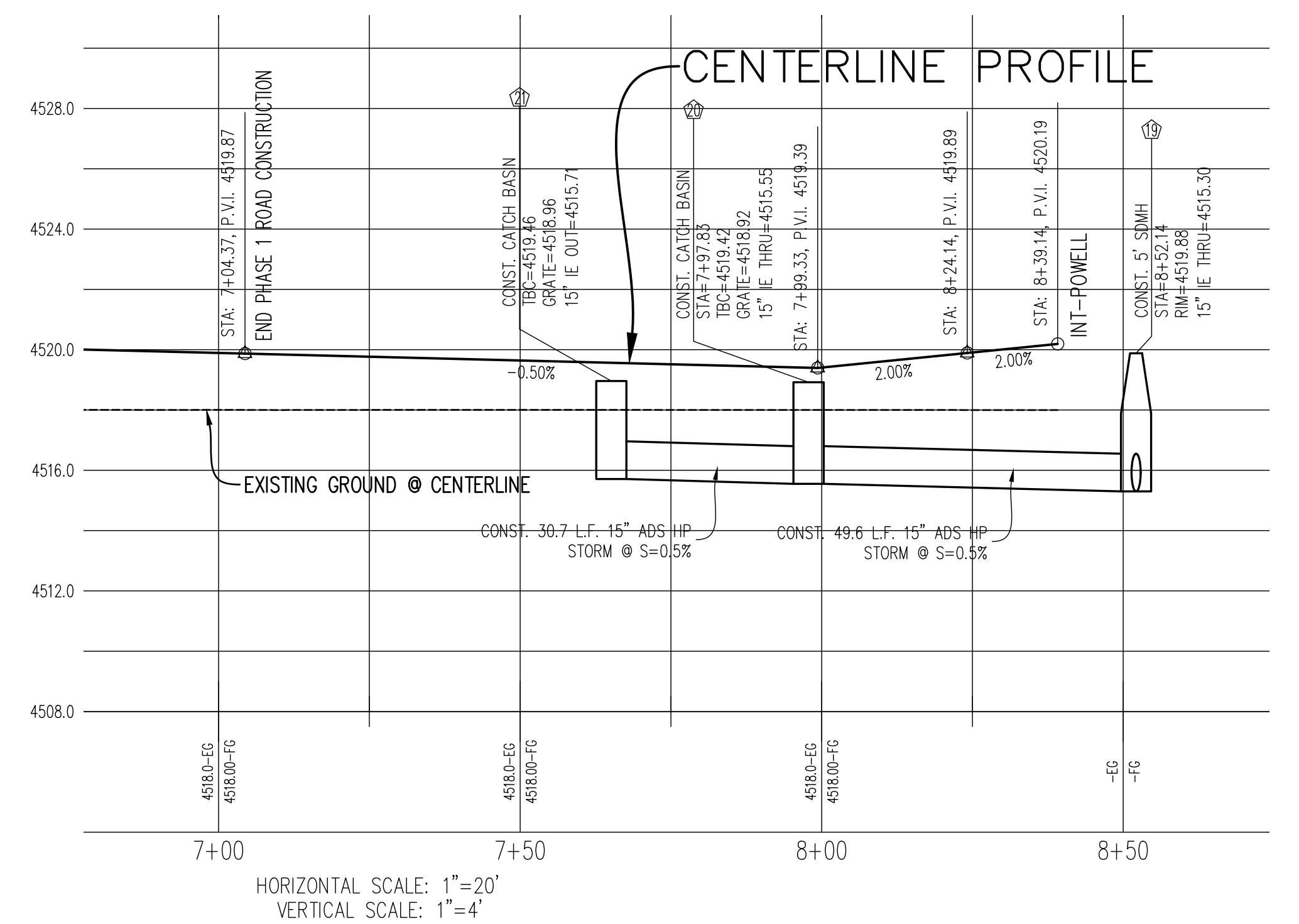
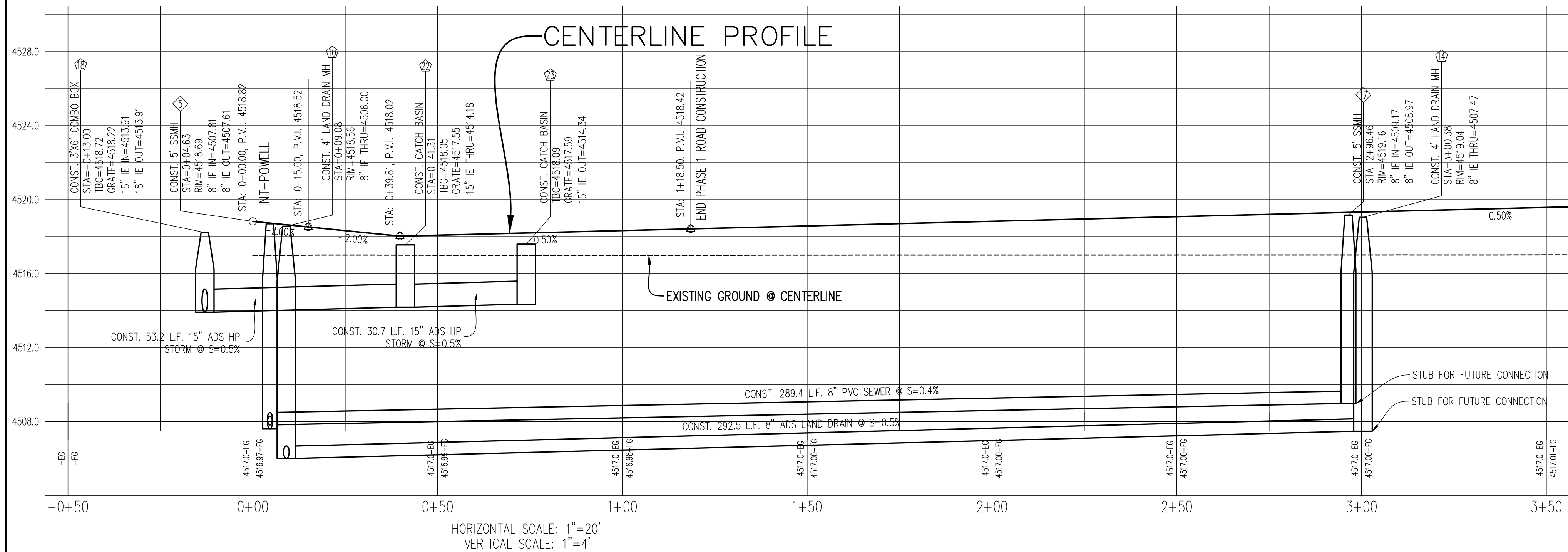
POWELL
SEE SHEET PP6

COMO STREET PLAN/PROFILE



REVISIONS		
Rev.	Date	Description

Developer/Property Owner: RYAN BYBEE Phone: 801-616-2300		HOLDAWAY FIELDS	
EXCEL ENGINEERING David W. Peterson, P.E., License #270393 12 West 100 North, Suite 201C, American Fork, UT 84003 P: (801) 756-4504; david@excelcivil.com		VINEYARD	UTAH
		PHASE 1	Scale: 1"=20'
		COMO STREET PLAN/PROFILE	Date: 08/16/22
		Checked by: D.W.P.	PP7

[illegible]

Developer/Property Owner: RYAN BYBEE
Phone: 801-616-2300

Phone: 801-616-2300

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P: (801) 756-4504; david@excelcivil.com

HOLDWAY FIELDS

VINEYARD

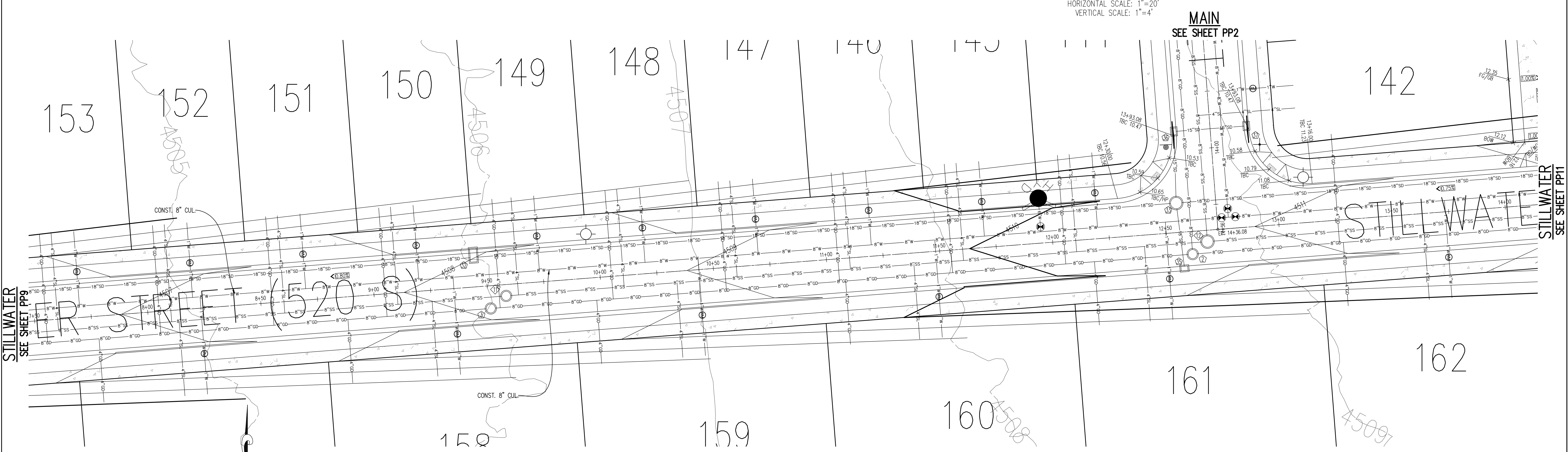
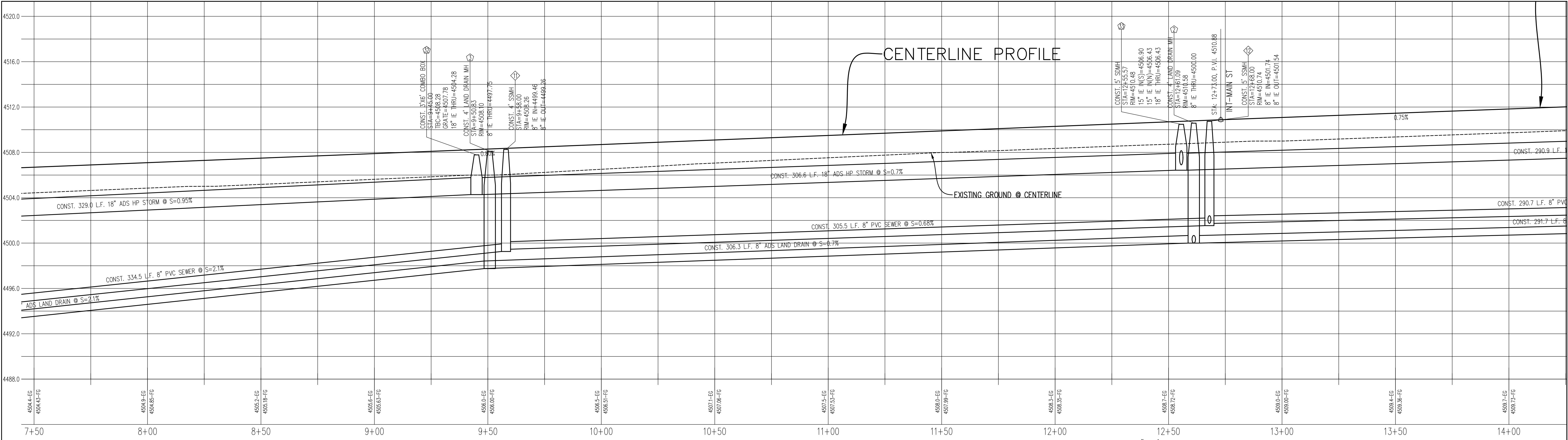
PHASE 1

TAH

Drawn by:	G.J.Y.
Designed by:	G.J.Y.
Checked by:	D.W.P.

TAHOE STREET PLAN/PROFILE

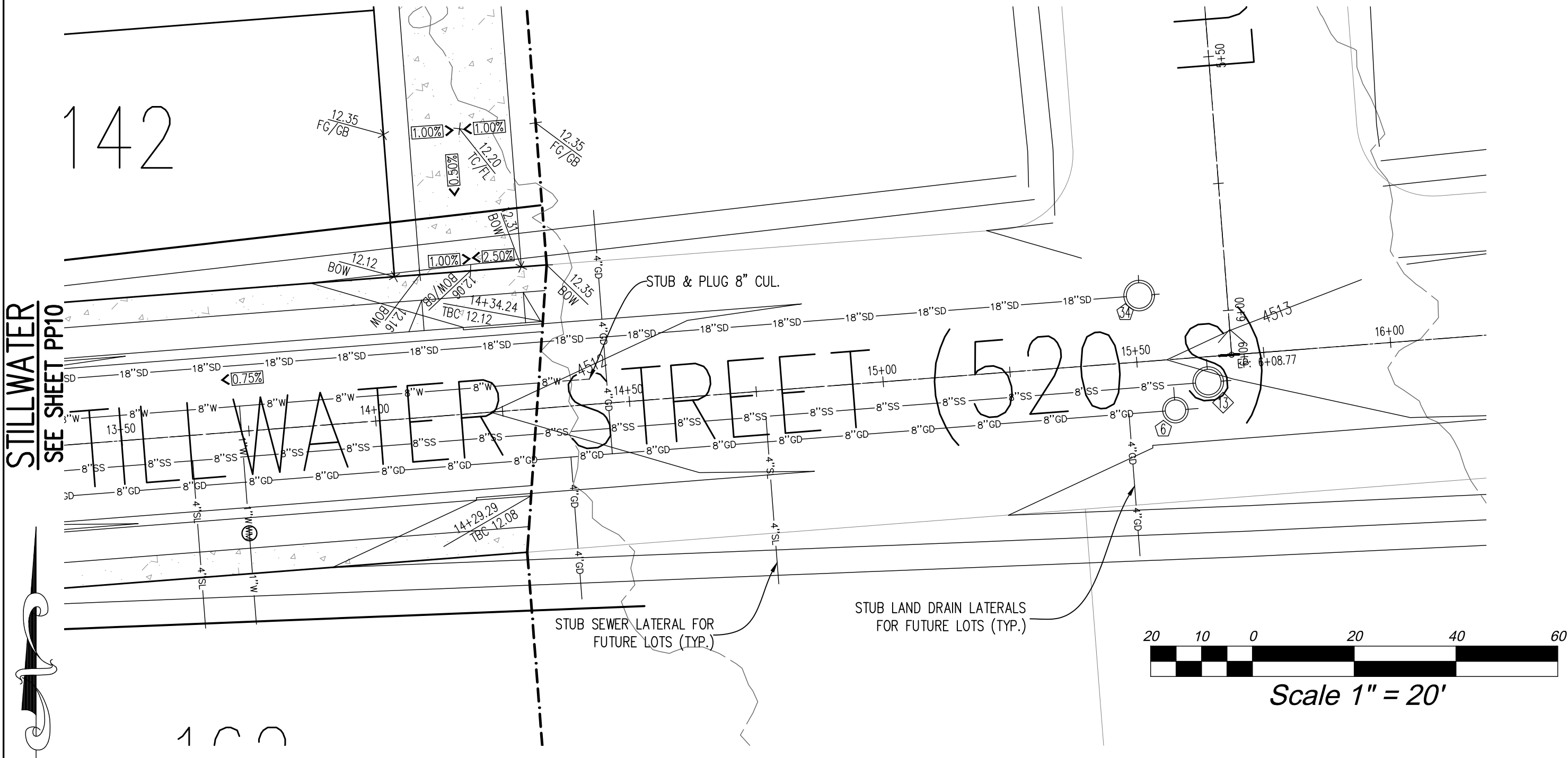
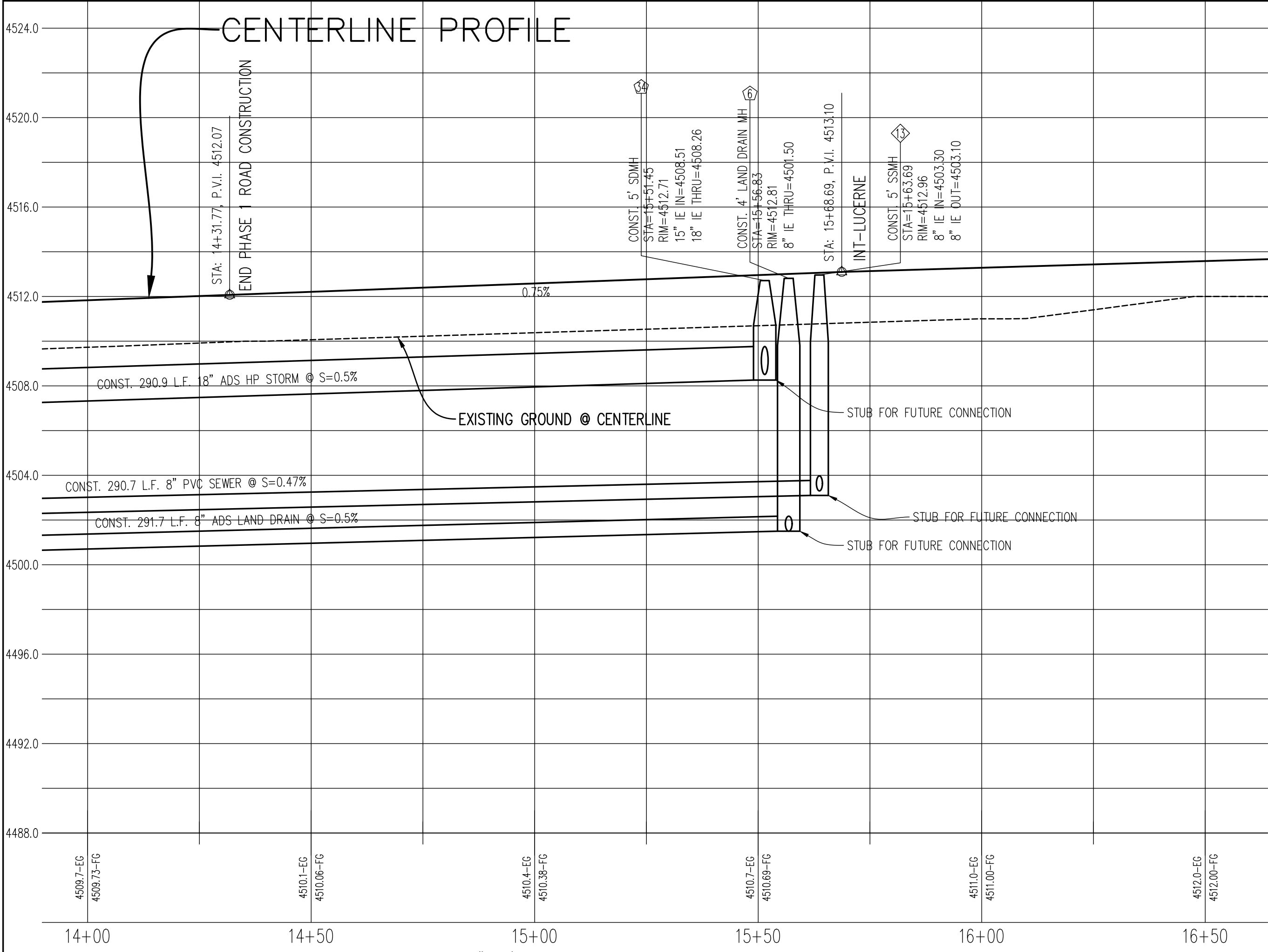
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Date:	08/16/22
PP8	



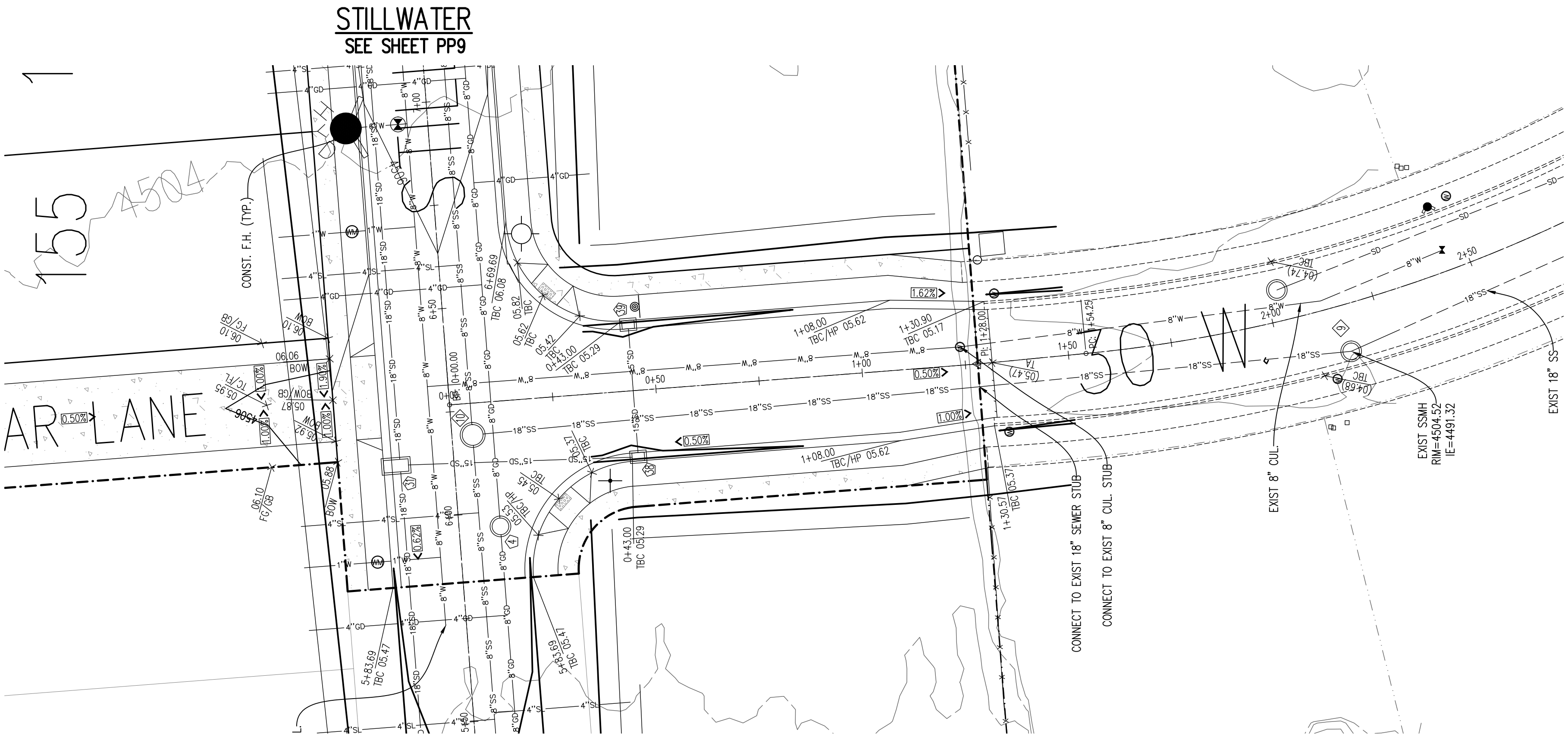
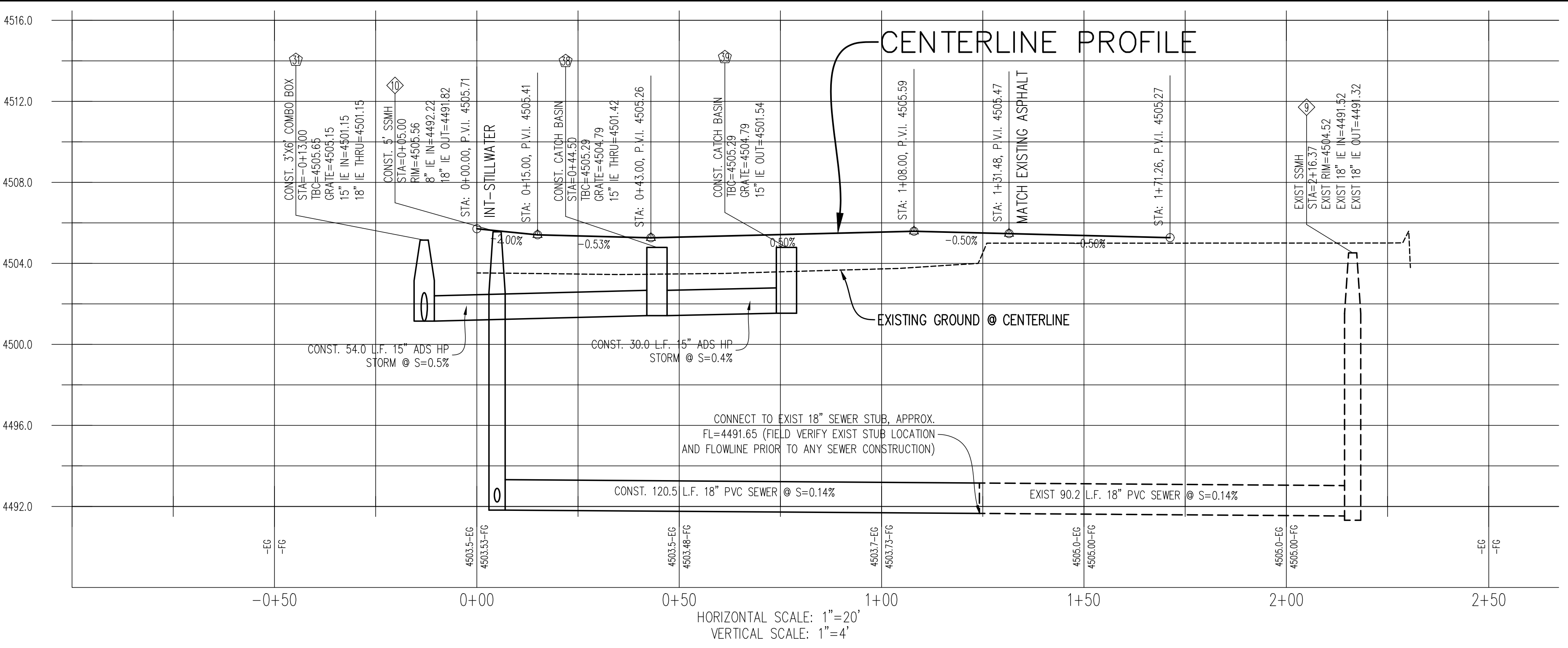
STILLWATER STREET PLAN/PROFILE



REVISIONS			Developer/Property Owner: RYAN BYBEE Phone: 801-616-2300	HOLDAWAY FIELDS			
Rev.	Date	Description		VINEYARD		PHASE 1	UTAH
			EXCEL ENGINEERING David W. Peterson, P.E., License #270393 12 West 100 North, Suite 201C, American Fork, UT 84003 P: (801) 756-4504; david@excelcivil.com	Drawn by:	STILLWATER STREET PLAN/PROFILE		Scale:
				G.J.Y.			1"=20'
				Designed by:			Date:
				G.J.Y.			08/16/22
				Checked by:	PP10		
				D.W.P.			

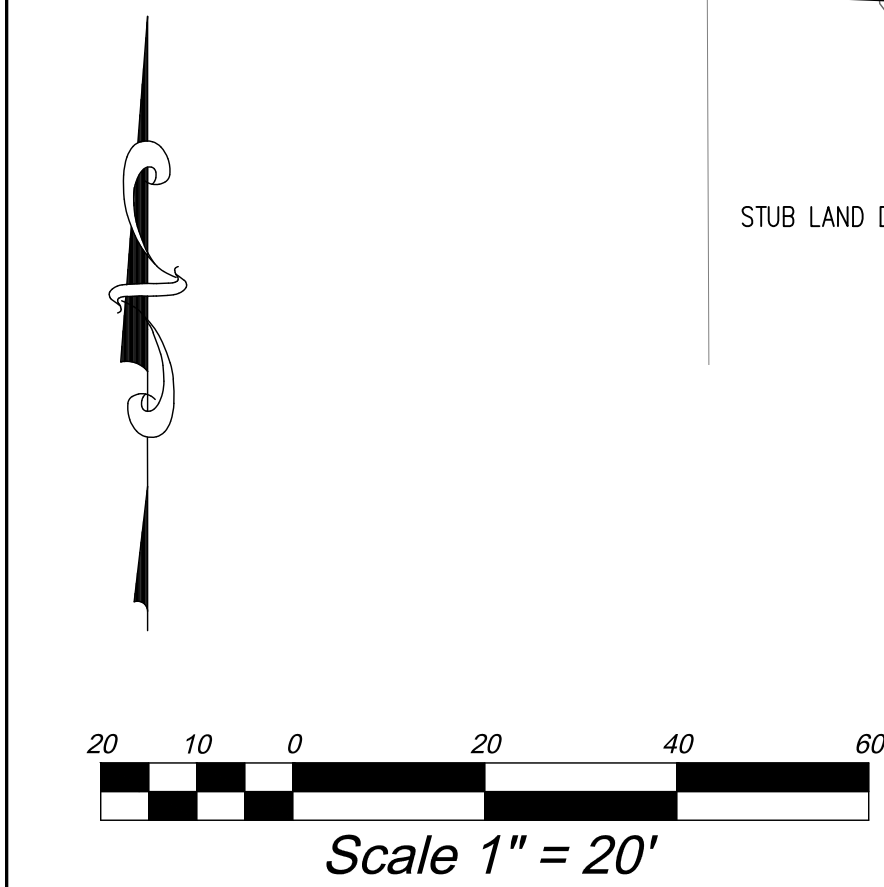
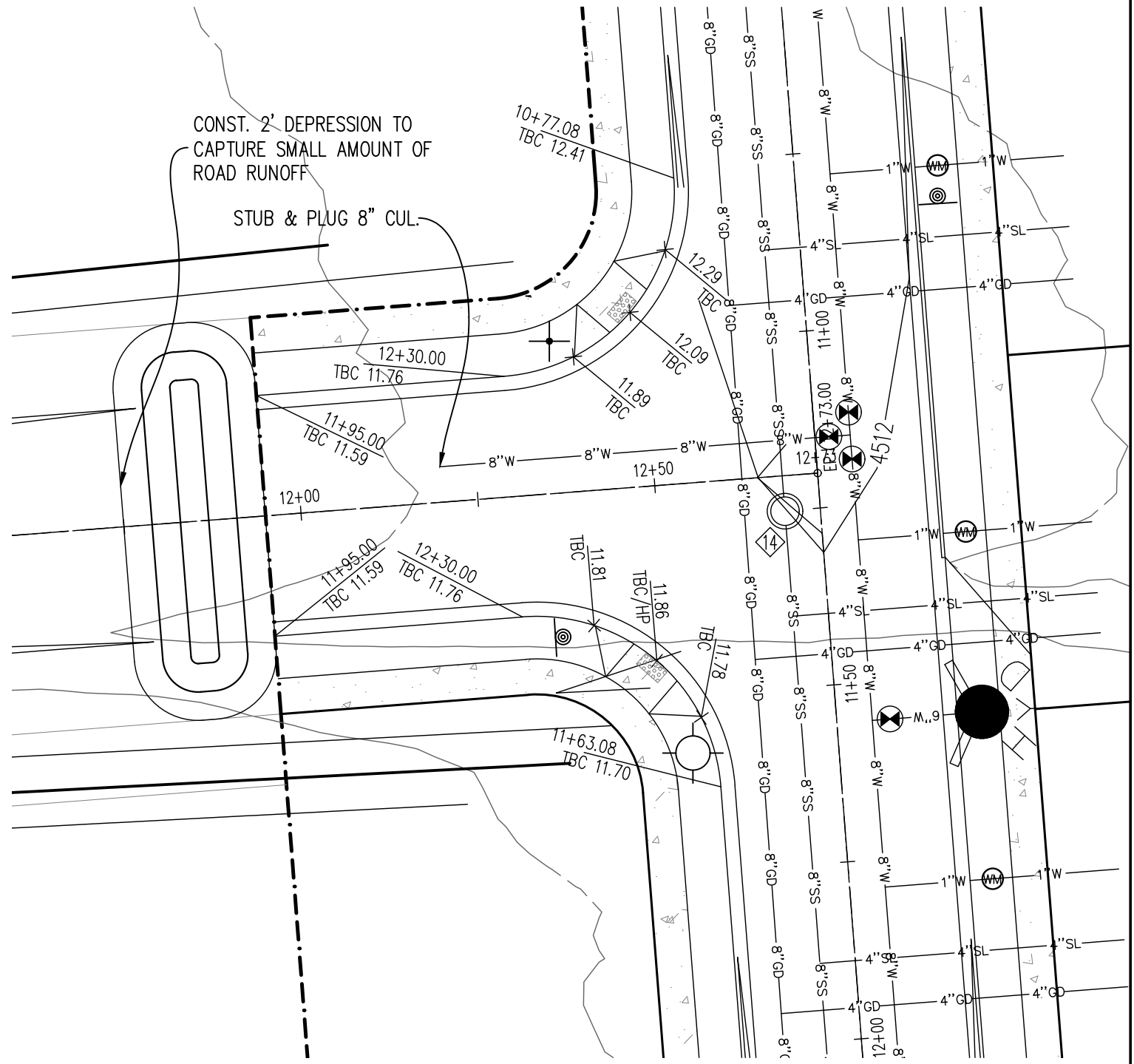
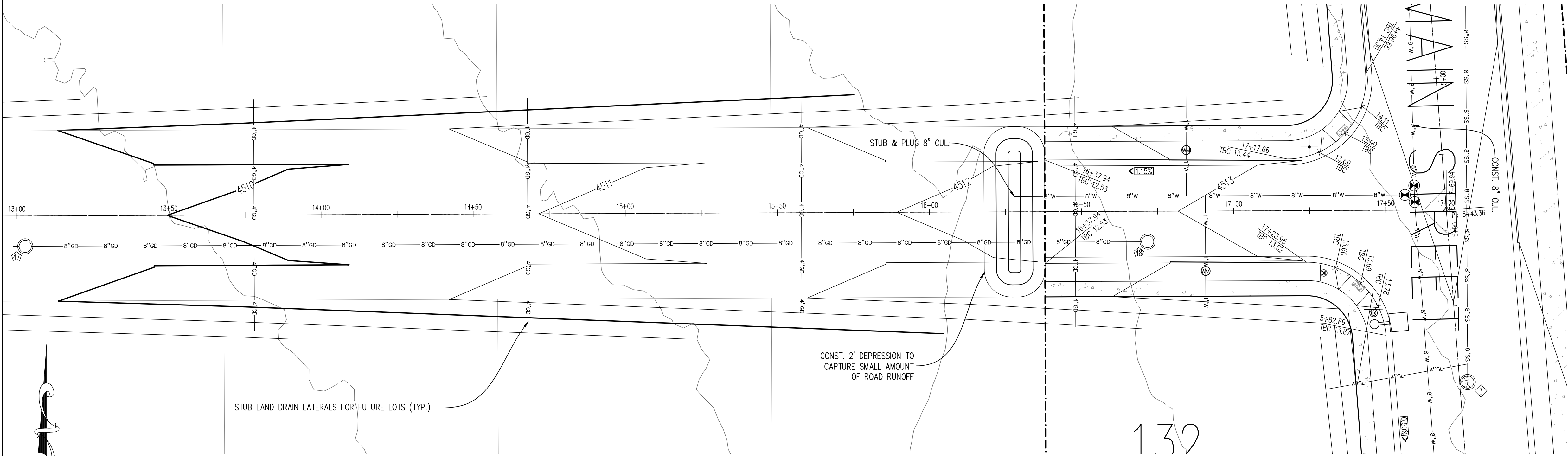
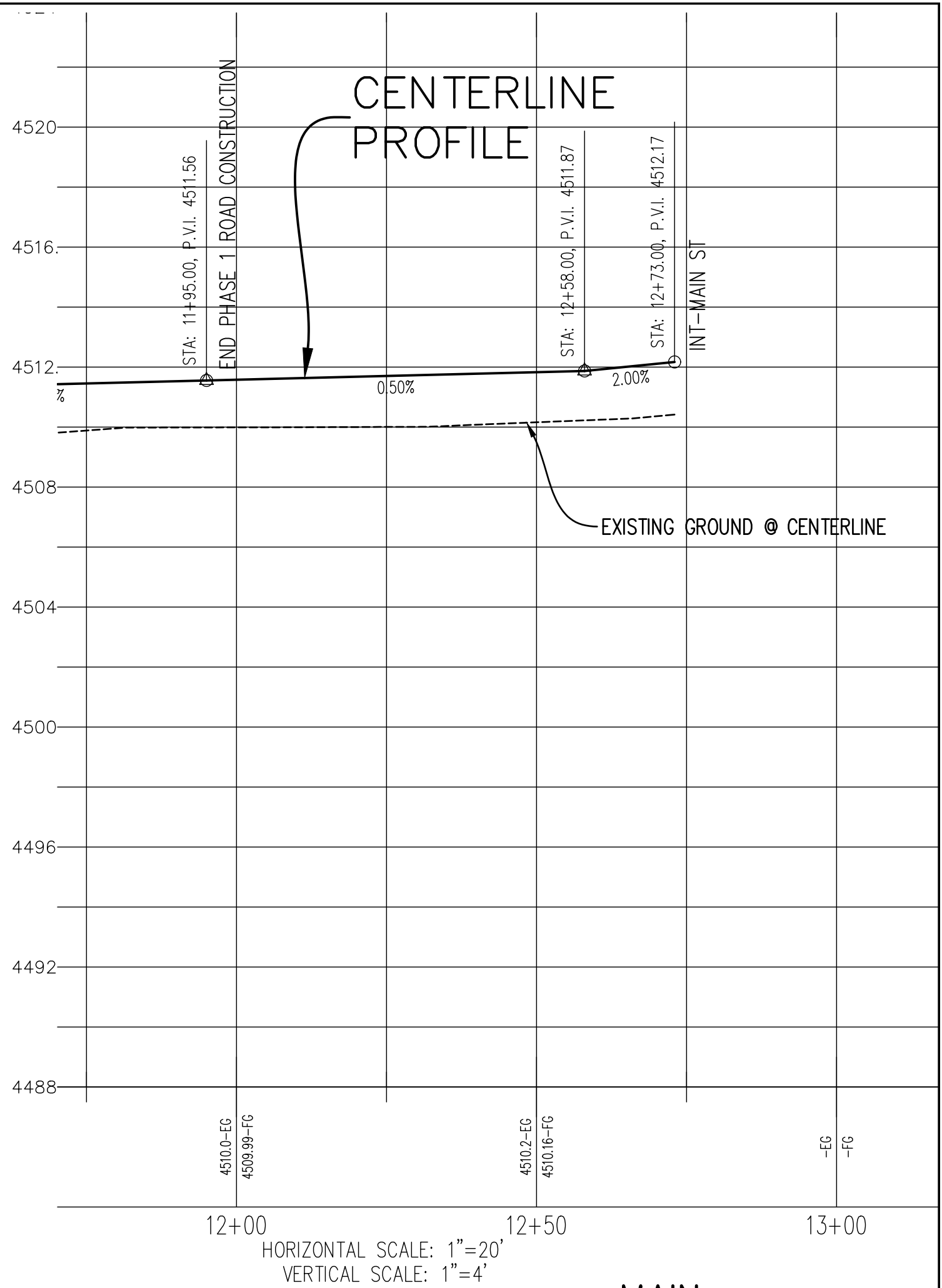
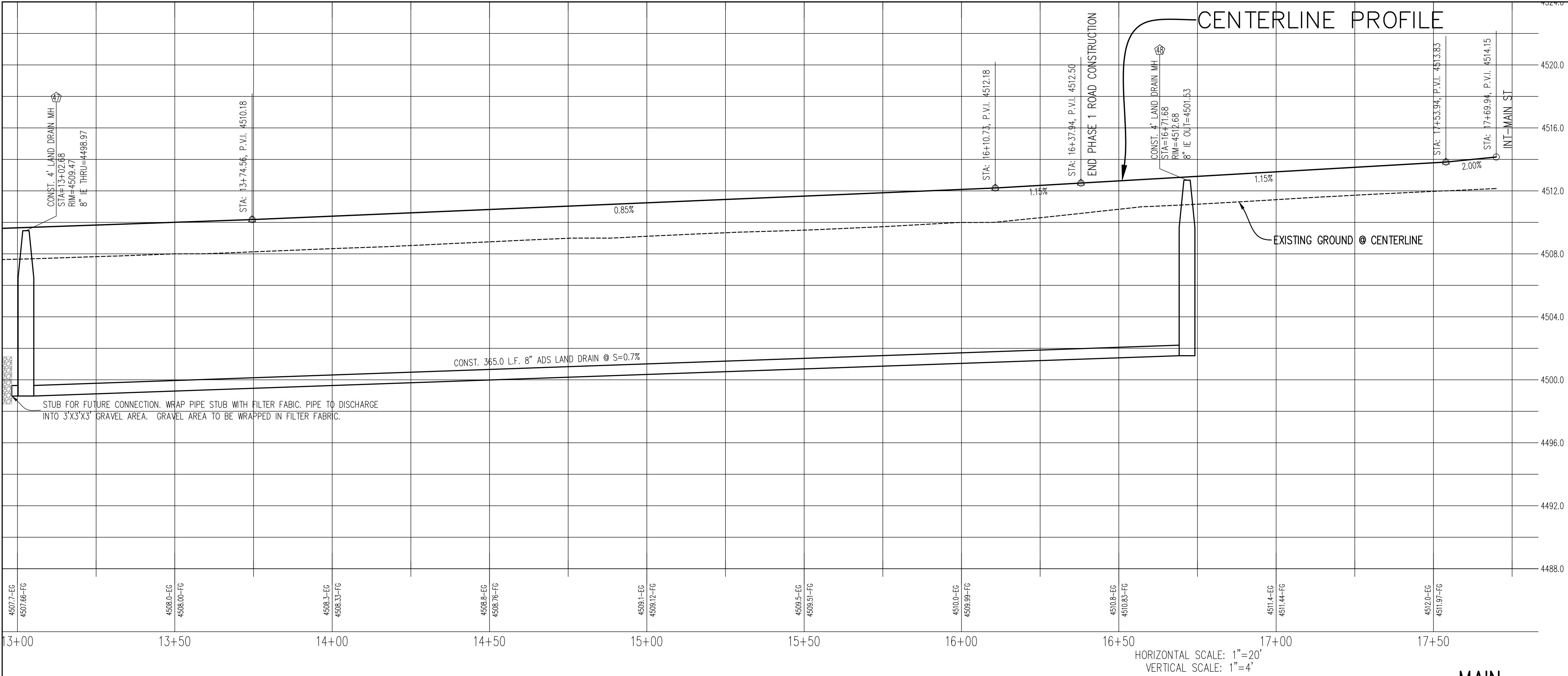


STILLWATER STREET PLAN/PROFILE



30 WEST PLAN/PROFILE

REVISIONS			Developer/Property Owner: RYAN BYBEE			HOLDAWAY FIELDS		
Rev.	Date	Description	Phone: 801-616-2300			VINEYARD	PHASE 1	UTAH
			EXCEL ENGINEERING David W. Peterson, P.E., License #270393 12 West 100 North, Suite 201C, American Fork, UT 84003 P: (801) 756-4504; david@excelcivil.com			Drawn by: G.J.Y.	STILLWATER STREET & 30 WEST PLAN/PROFILE	Scale: 1"=20'
						Designed by: G.J.Y.		Date: 08/16/22
						Checked by: D.W.P.		PP11

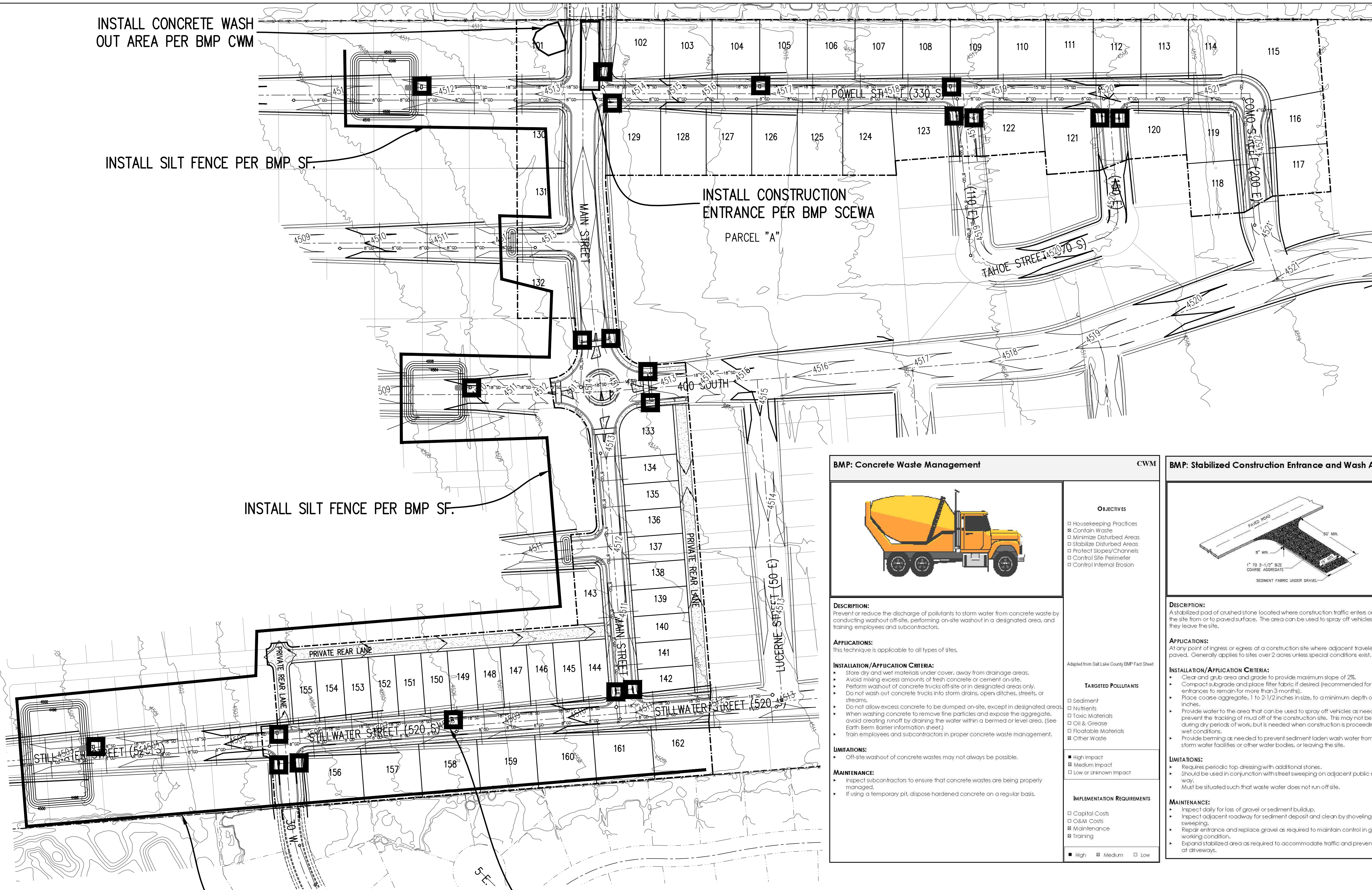


EMERALD STREET PLAN/PROFILE

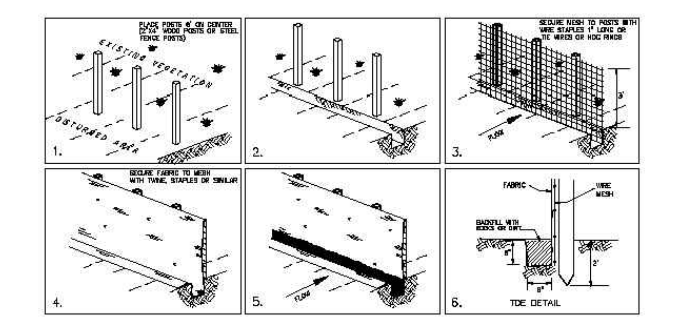
SHASTA STREET PLAN/PROFILE

REVISIONS			Developer/Property Owner: RYAN BYBEE		HOLDAWAY FIELDS	
Rev.	Date	Description	Phone: 801-616-2300		VINEYARD	UTAH
					PHASE 1	
					Drawn by: G.J.Y.	EMERALD STREET & SHASTA STREET PLAN/PROFILE
					Designed by: G.J.Y.	Scale: 1"=20'
					Checked by: D.W.P.	Date: 08/16/22
					PP12	

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BMP: Silt Fence



OBJECTIVES

- Housekeeping Practices
- Contain Waste
- Minimize Disturbed Areas
- Stabilize Disturbed Areas
- Protect Slopes/Channels
- Control Site Perimeter
- Control Internal Erosion

DESCRIPTION:

A temporary sediment barrier consisting of entrenched filter fabric stretched across and secured to supporting posts.

APPLICATION:

- Perimeter control: place barrier at toe of slope or soil stockpile
- Sediment barrier: place barrier at toe of slope or soil stockpile
- Protection of existing waterways: place barrier near top of stream bank
- Inlet protection: place fence surrounding catchbasins

INSTALLATION/APPLICATION CRITERIA:

- Place posts 6 feet apart on center along contour (or use preassembled unit) and drive 2 feet minimum into ground. Excavate an anchor trench immediately upgradient of posts.
- Secure wire mesh (14 gage min. With 6 inch openings) to upslope side of posts. Attach with heavy duty 1 inch long wire staples, tie wires or hog rings.
- Cut fabric to required width, unroll along length of barrier and shape over barrier. Secure fabric to mesh with twine, staples, or similar, with trailing edge extending into anchor trench.
- Backfill trench over filter fabric to anchor.

LIMITATIONS:

- Recommended maximum drainage area of 0.5 acre per 100 feet of fence
- Recommended maximum upgradient slope length of 150 feet
- Recommended maximum uphill grade of 2:1 (50%)
- Recommended maximum flow rate of 0.5 cfs
- Ponding should not be allowed behind fence

MAINTENANCE:

- Inspect immediately after any rainfall and at least daily during prolonged rainfall.
- Look for runoff bypassing ends of barriers or undercutting barriers.
- Repair or replace damaged area of the barrier and remove accumulated sediment.
- Reanchor fence as necessary to prevent shortcutting.
- Remove accumulated sediment when it reaches 1/2 the height of the fence.

TARGETED POLLUTANTS

- Sediment
- Nutrients
- Toxic Materials
- Oil & Grease
- Flammable Materials
- Other Waste

IMPLEMENTATION REQUIREMENTS

- High Impact
- Medium Impact
- Low or Unknown Impact

Capital Costs

- Capital Costs
- O&M Costs
- Maintenance
- Training

High **Medium** **Low**

BMP: Concrete Waste Management



OBJECTIVES

- Housekeeping Practices
- Contain Waste
- Minimize Disturbed Areas
- Stabilize Disturbed Areas
- Protect Slopes/Channels
- Control Site Perimeter
- Control Internal Erosion

DESCRIPTION:

Prevent or reduce the discharge of pollutants to storm water from concrete waste by conducting washout off-site, performing on-site washout in a designated area, and training employees and subcontractors.

APPLICATIONS:

This technique is applicable to all types of sites.

INSTALLATION/APPLICATION CRITERIA:

- Store dry and wet materials under cover, away from drainage areas.
- Avoid mixing excess amounts of fresh concrete or cement on-site.
- Perform washout of concrete trucks off-site or in designated areas only.
- Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.
- Do not allow excess concrete to be dumped on-site, except in designated areas.
- When washing concrete to remove the particles and expose the aggregate, avoid creating runoff by draining the water within a bermed or level area. (See Earth Berm Barrier Information sheet.)
- Train employees and subcontractors in proper concrete waste management.

LIMITATIONS:

- Off-site washout of concrete wastes may not always be possible.

MAINTENANCE:

- Inspect subcontractors to ensure that concrete wastes are being properly managed.
- If using a temporary pit, dispose hardened concrete on a regular basis.

TARGETED POLLUTANTS

- Sediment
- Nutrients
- Toxic Materials
- Oil & Grease
- Flammable Materials
- Other Waste

IMPLEMENTATION REQUIREMENTS

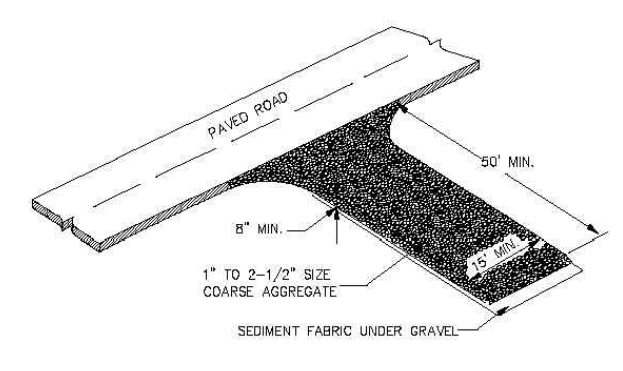
- High Impact
- Medium Impact
- Low or Unknown Impact

Capital Costs

- Capital Costs
- O&M Costs
- Maintenance
- Training

High **Medium** **Low**

BMP: Stabilized Construction Entrance and Wash Area



OBJECTIVES

- Housekeeping Practices
- Contain Waste
- Minimize Disturbed Areas
- Stabilize Disturbed Areas
- Protect Slopes/Channels
- Control Site Perimeter
- Control Internal Erosion

DESCRIPTION:

A stabilized pad of crushed stone located where construction traffic enters or leaves the site from or to paved surface. The area can be used to spray off vehicles before they leave the site.

APPLICATIONS:

At any point of ingress or egress of a construction site where adjacent traveled way is paved. Generally applies to sites over 2 acres unless special conditions exist.

INSTALLATION/APPLICATION CRITERIA:

- Clear and grub area and grade to provide maximum slope of 2%.
- Compact subgrade and place filter fabric if desired (recommended for entrances to remain for more than 3 months).
- Place coarse aggregate, 1 to 2 1/2 inches in size, to a minimum depth of 8 inches.
- Provide water to the area that can be used to spray off vehicles as needed to prevent the tracking of mud off of the construction site. This may not be needed during dry periods of work, but is needed when construction is proceeding under wet conditions.
- Provide berms as needed to prevent sediment laden wash water from entering storm water facilities or other water bodies, or leaving the site.

LIMITATIONS:

- Requires periodic top dressing with additional stones.
- Should be used in conjunction with street sweeping on adjacent public right-of-way.
- Must be situated such that waste water does not run off site.

MAINTENANCE:

- Inspect daily for loss of gravel or sediment buildup.
- Inspect adjacent roadway for sediment deposit and clean by shoveling and sweeping.
- Repair entrance and replace gravel as required to maintain control in good working condition.
- Expand stabilized area as required to accommodate traffic and prevent erosion at driveways.

TARGETED POLLUTANTS

- Sediment
- Nutrients
- Toxic Materials
- Oil & Grease
- Flammable Materials
- Other Waste

IMPLEMENTATION REQUIREMENTS

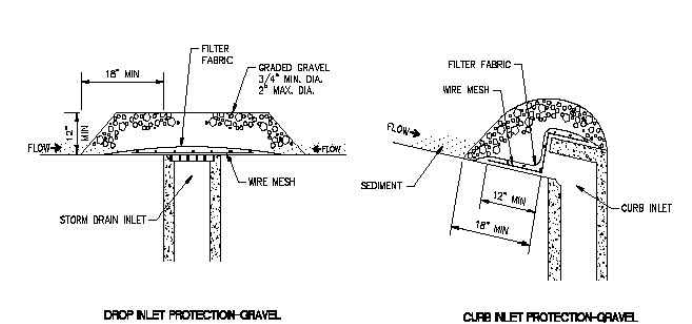
- High Impact
- Medium Impact
- Low or Unknown Impact

Capital Costs

- Capital Costs
- O&M Costs
- Maintenance
- Training

High **Medium** **Low**

BMP: Inlet Protection - Gravel



OBJECTIVES

- Housekeeping Practices
- Contain Waste
- Minimize Disturbed Areas
- Stabilize Disturbed Areas
- Protect Slopes/Channels
- Control Site Perimeter
- Control Internal Erosion

DESCRIPTION:

Placement of gravel filter over inlet to storm drain to filter storm water runoff.

APPLICATION:

Construct at inlets in paved or unpaved areas where upgradient area is to be disturbed by construction activities.

INSTALLATION/APPLICATION CRITERIA:

- Place wire mesh (with 1/2 inch openings) over the inlet grate extending one foot past the grate in all directions.
- Place filter fabric over the mesh. Filter fabric should be selected based on soil types.
- Place graded gravel, to a minimum depth of 12 inches, over the filter fabric and extending 18 inches past the grate in all directions.

LIMITATIONS:

- Recommended for maximum drainage area of one acre.
- Excess flows may bypass the inlet requiring down gradient controls.
- Ponding will occur at inlet.

MAINTENANCE:

- Inspect inlet protection after every large storm event and at a minimum of once monthly.
- Remove sediment accumulated when it reaches 4-inches in depth.
- Replace filter fabric and clean or replace gravel if clogging is apparent.

TARGETED POLLUTANTS

- Sediment
- Nutrients
- Toxic Materials
- Oil & Grease
- Flammable Materials
- Other Waste

IMPLEMENTATION REQUIREMENTS

- High Impact
- Medium Impact
- Low or Unknown Impact

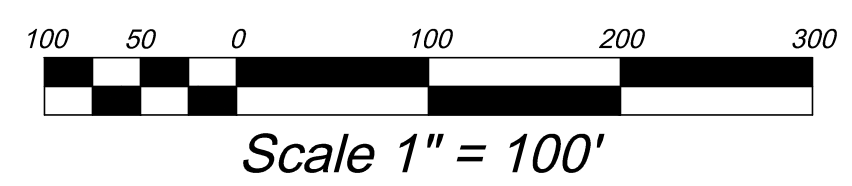
Capital Costs

- Capital Costs
- O&M Costs
- Maintenance
- Training

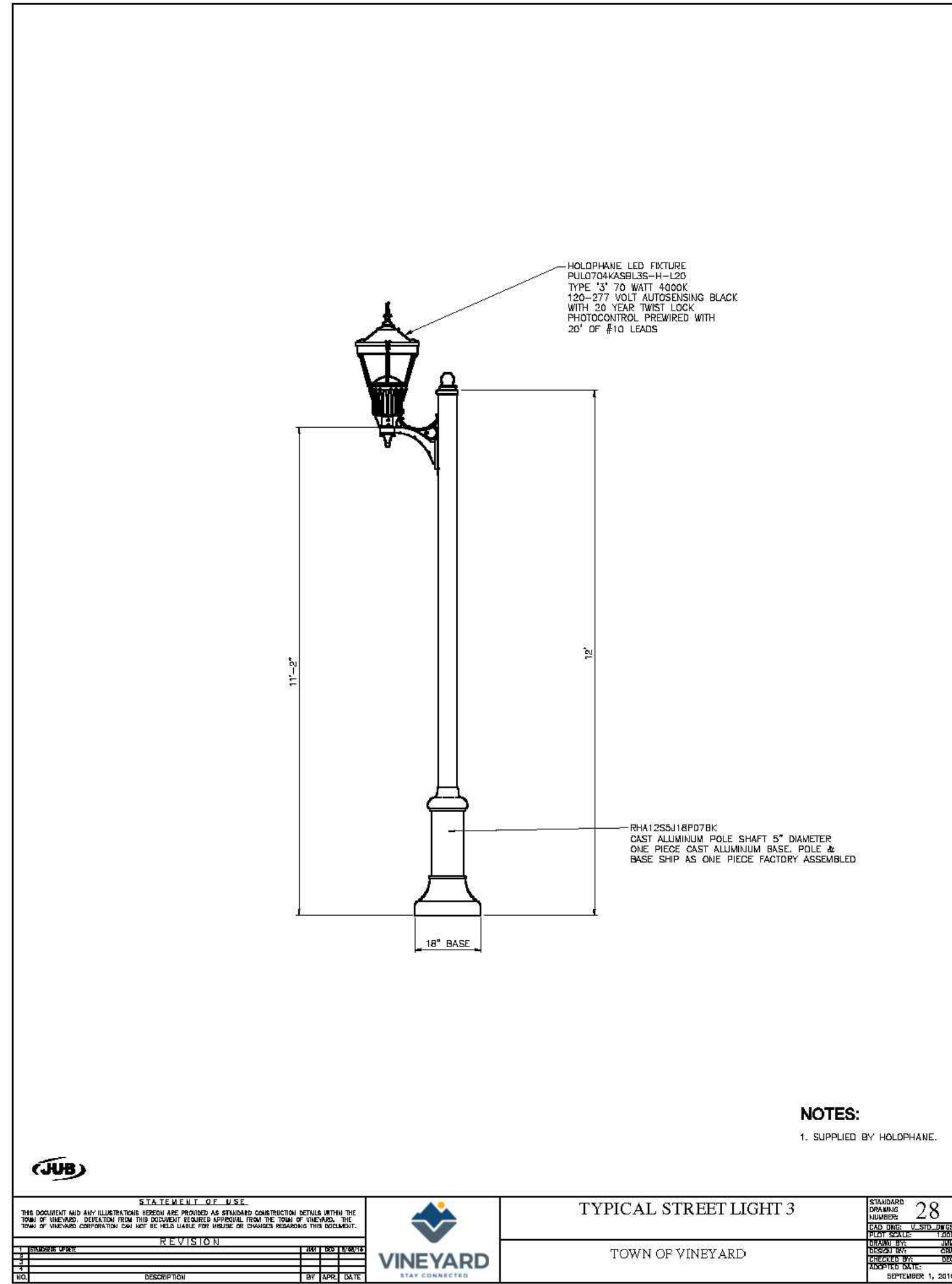
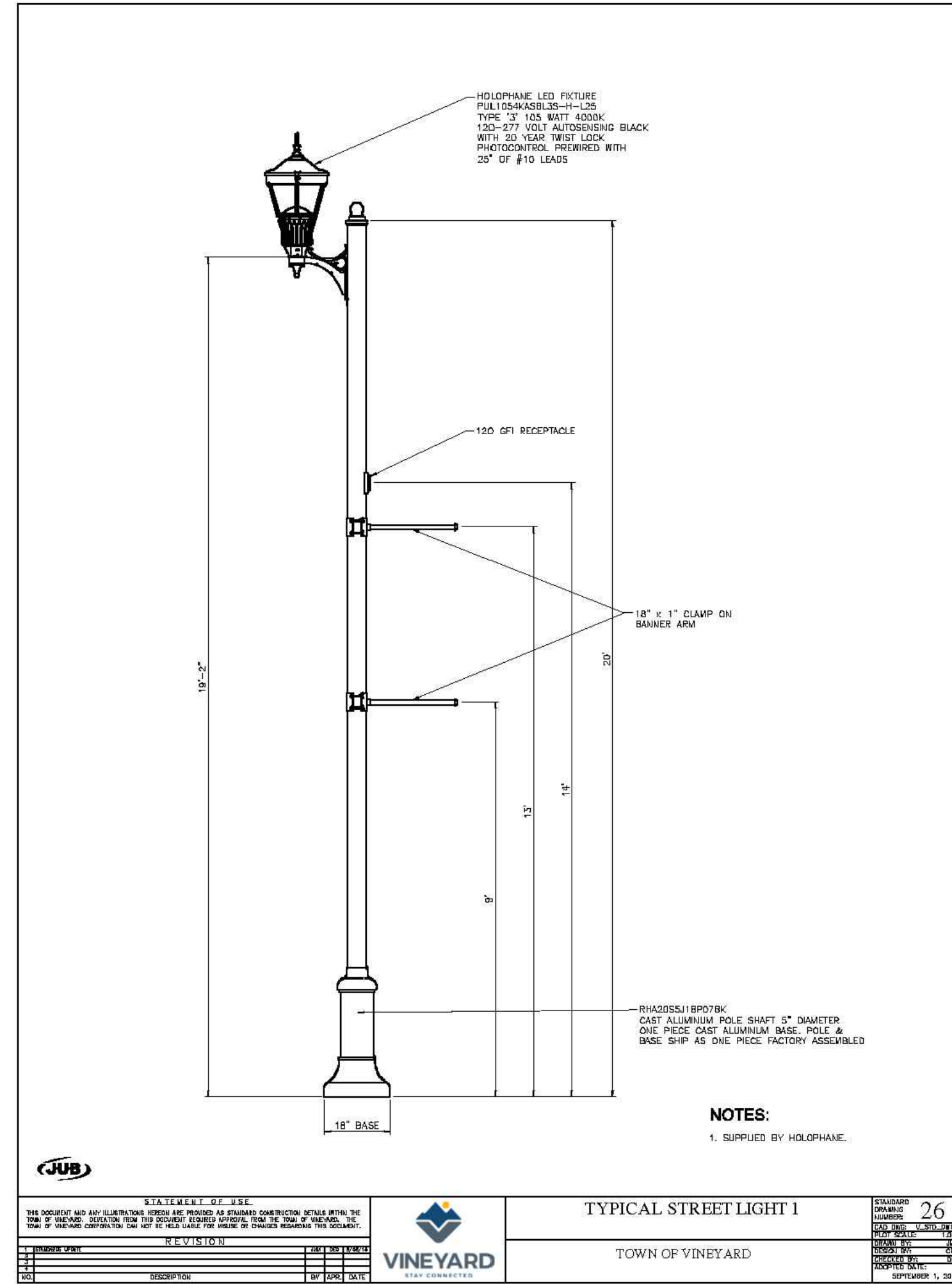
High **Medium** **Low**

EROSION CONTROL NOTES:

- CONTRACTOR IS TO READ AND UNDERSTAND ALL BMP PRACTICES PRIOR TO ANY CONSTRUCTION ON THIS SITE. CONTRACTOR IS TO FOLLOW ALL BMP PRACTICES CONTAINED IN THESE PLANS.
- CONSTRUCT A SILT FENCE AS SHOWN ON THE PLAN PER BMP SF.
- INSTALL A CONSTRUCTION ENTRANCE AS SHOWN ON THE PLAN PER BMP SCEWA.
- INSTALL CONCRETE WASH OUT AREA PER BMP CWM.
- INSTALL INLET PROTECTION ON CATCH BASINS PER BMP IPG.
- CONTRACTOR TO WATER SITE AT LEAST WEEKLY OR MORE FREQUENTLY AS NEEDED TO CONTROL DUST POLLUTION.
- CONTRACTOR IS TO REMOVE INLET PROTECTION FROM CATCH BASINS AND CLEAN-OUT ALL CATCH BASINS BEFORE LEAVING THE SITE.
- CONTRACTOR WILL BE RESPONSIBLE FOR THE IMPLEMENTATION AND MAINTENANCE OF BMP'S DURING CONSTRUCTION.



REVISIONS			Developer/Property Owner: RYAN BYBEE		HOLDAWAY FIELDS	
Rev.	Date	Description	Phone: 801-616-2300		VINEYARD	UTAH
			 David W. Peterson, P.E., License #270393 12 West 100 North, Suite 201C, American Fork, UT 84003 P: (801) 756-4594; david@excelcivil.com		Drawn by: G.J.Y.	Scale: 1"=100'
					Designed by: G.J.Y.	Date: 08/16/22
					Checked by: D.W.P.	SWP1





VINEYARD CITY COUNCIL STAFF REPORT

This item was continued from the September 14, 2022 City Council Meeting.

Meeting Date: September 14, 2022

Agenda Item: 10.4 Community Garden Expansion

Department: Communications/Public Works

Presenter: Kathryn Newman, Communications Manager and Sullivan Love, Water Manager

Background/Discussion: The Vineyard Community Garden had a successful second growing season. We expanded from 10 to 22 boxes in our current location at Gammon Park. We had many applicants for boxes this spring and know there is a desire for more boxes at a second location in the City.

The City received grant funding from Get Healthy Utah for an additional 20 boxes with irrigation and are proposing three locations for the location of the Community Garden expansion.

The garden boxes would be ready for planting in May of 2023. Staff would like to prepare the selected garden locations this fall with the assistance of Vineyard Eagle Scout Candidate Kyle Gurney. Kyle has indicated he would like to bring 15-20 volunteers to prepare the new garden site in October as his Eagle Scout Project.

Staff is recommending that location one, near Sunset Beach Park, be chosen as the location. We have listed two other locations for your consideration. Thank you for your support of the Community Garden. Through this grant money, we will also be able to offer additional classes for the community gardeners and other interested residents.

Recommendation: Choose Location 1, 2 or 3 for the Community Garden Expansion.

Sample Motion:

“I move to approve location (1, 2, or 3) for Vineyard City’s Community Garden Expansion.”

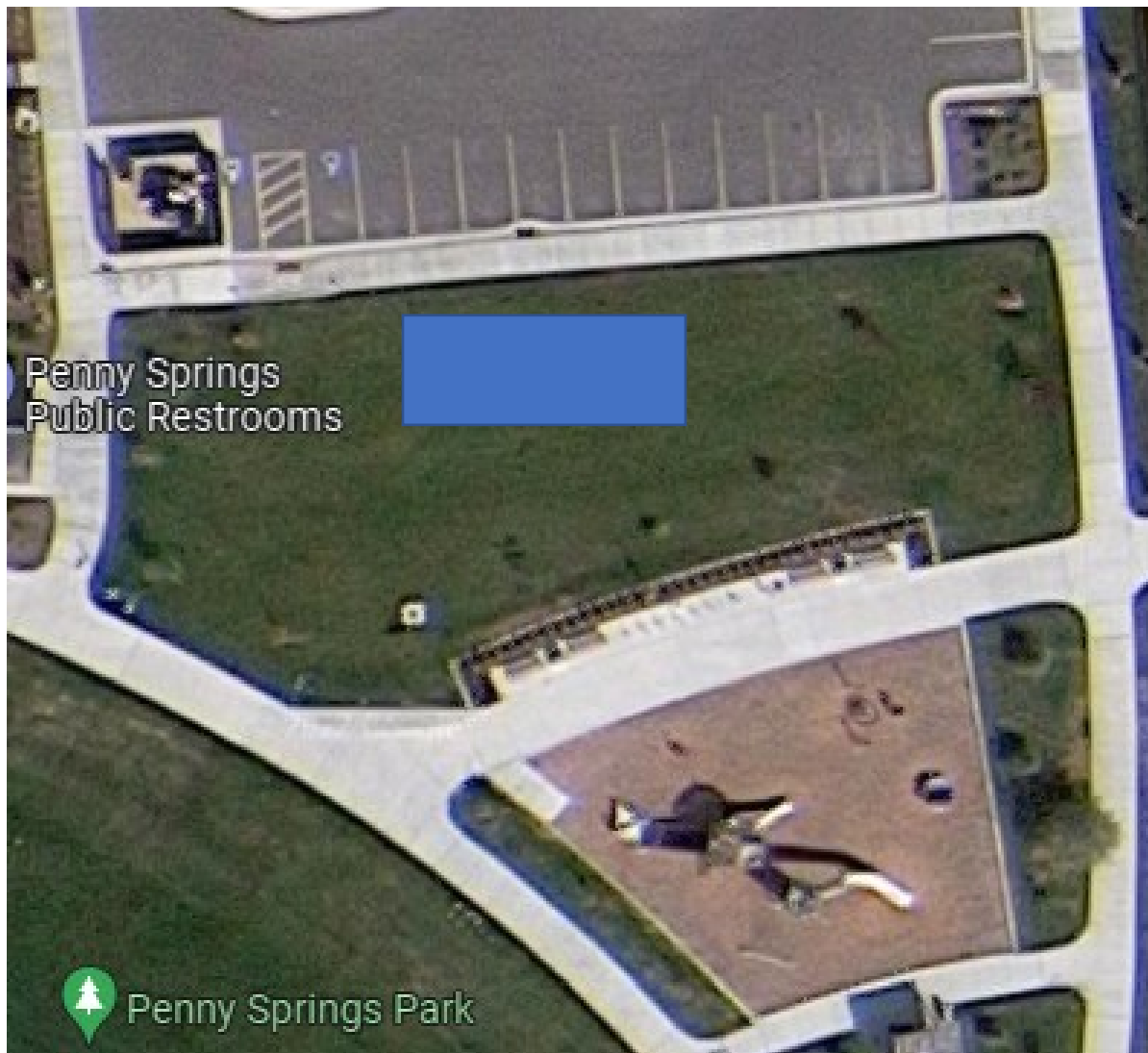
Attachments: Community Garden expansion locations PDF

Proposed locations for Community Garden expansion

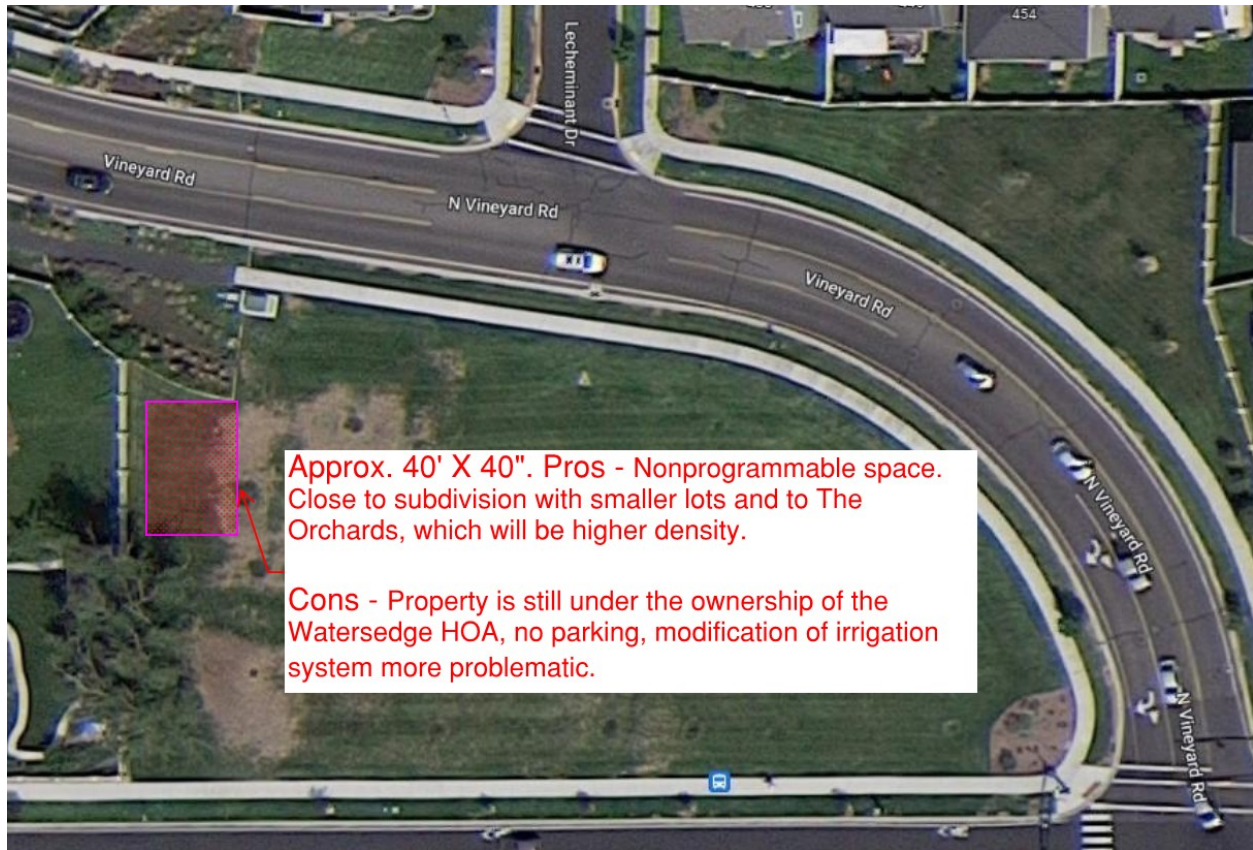
Location # 1 - Across the street from Sunset Beach Park. This location is in close proximity to the Lakefront and Leisure Villas neighborhoods. There is parking available, for those who might drive. Irrigation is on the property and could be provided with some modifications to the existing system. This location has the most support from the Public Works Department.



Location #2 - Another potential location would be on the North side of the playground at Penny Springs Park. This location is also close to higher density housing, where residents do not have adequate space for personal gardens. Parking is provided and a playground for families that might have young children accompanying the parents to the garden. Irrigation is also available with some modifications to the existing system. Locating a garden here, removes some of the usable open space that is enjoyed by the residents.



Location # 3 – While this location is situated close to an existing subdivision with smaller lots and higher density Orchards subdivision, it lacks support. As seen in the picture there are pros/cons listed.





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: September 28, 2022

Agenda Item: 9.2 Consolidated Fee Schedule

Department: Finance

Presenter: David Mortensen, Finance Director

Background/Discussion:

Utah Code section 10-3-17 authorizes cities to create, amend, and set a fee schedule appropriate for the services rendered by the municipality by way of a resolution. The provided attachment shows recommended changes to Vineyard's current fee schedule to assure our fees are up to date. The specific amendment being considered at this meeting is to add a council chambers rental fee of \$75 per hour for Vineyard residents (\$150 per hour for non-residents) and a council chambers rental cleaning deposit of \$75 for Vineyard residents (\$150 for non-residents). The changes would be effective November 1, 2022.

Fiscal Impact:

The proposed changes should have minimal fiscal impact as fees are increased and added to assure that the City's costs (supplies, labor, overhead, etc) are covered for the provided services.

Recommendation:

The Finance Department recommends accepting all changes as they are presented in the attachment.

Sample Motion:

I move to adopt, by Resolution 2022-45, the amend Consolidated Fee Schedule as presented.

Attachments:

Resolution 2022-45

Consolidated Fee Schedule – Amended

RESOLUTION NO. 2022-45

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE

WHEREAS, Section 10-3-717 UCA authorizes cities to establish the amounts of fees to be charged for municipal services to be set by resolution, and

WHEREAS, The City Ordinances, in various locations, provides for the establishment of fee amounts for certain municipal services, by resolution of the City Council.

WHEREAS, a Public Hearing was duly noticed and was held on the 28th day of September 2022 on the proposed amendments.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF VINEYARD, UTAH AS FOLLOWS:

- Section 1. The City Council hereby adopts the amended Consolidated Fee Schedule, which is attached hereto and incorporated herein by reference.
- Section 2. A copy of the Consolidated Fee Schedule shall be placed in the Vineyard City Offices and be available for review.
- Section 3. This resolution shall take effect November 1, 2022.
- Section 4. All other resolutions, ordinances, and policies in conflict herewith, either in whole or in part, are hereby repealed.

PASSED and ADOPTED by the City Council of Vineyard, Utah this 28th day of September 2022.

APPROVED:

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer, City Recorder



Consolidated Fee Schedule 2022-2023 Fiscal Year

Administrative	2
Recreation.....	2
Utilities	4
Sanitation	5
Facilities Rental	5
Special Event Permit.....	6
Code Enforcement Fees.....	7
Business Licensing	8
Land Use Applications	9
Building Permit Fees	11
Building Inspection Fees	12
Impact Fees	13
Pass Through Fees	13



Water Department Fees 14

ADMINISTRATIVE FEES

Records (GRAMA) Requests	per hour for staff time after first 15 minutes (based on lowest paid employee working on the request) Copies \$0.10 per page
Returned Checks	\$10.00
Colored Map Copies – 8 1/2 x 11	\$3.00
Black and White Map Copies	Free
Notarization	Free
Library Card/Fitness Center Reimbursement	\$80 annual reimbursement per Vineyard household (can be used toward non-resident library card OR municipal fitness center membership)
Weed Abatement	Actual Abatement Costs
Bond Processing Fee	\$60
Administrative Citation	\$100
Credit Card Fee	3% of Transaction Total
Candidate Filing Fee	\$35
City Offense Fines	Class B misdemeanor—not to exceed \$1000 Class C misdemeanor or infraction—not to exceed \$750

RECREATION FEES

3v3 Adult Soccer	Team - \$250 Individual - \$50
3v3 Adult Soccer Tournament	Team - \$80 Individual - \$20



3v3 Basketball Tournament	Team - \$80 Individual - \$20
Adult Flag Football	Team - \$500 Individual - \$50
Adult Kickball Tournament	Team - \$150 Individual - \$20
Adult Pickleball	\$50
Adult Soccer	Team - \$500 Individual - \$50
Adult Soccer Tournament	Team - \$160 Individual - \$20
Adult Tennis Clinic	\$50
Adult Tennis Tournament	\$50
Adult Volleyball	Team - \$350 Individual - \$50
Adult Volleyball Tournament	Team - \$120 Individual - \$50
Adult Ultimate Frisbee	Team - \$350 Individual - \$50
Cornhole Tournament	Team - \$30 Individual - \$15
CUTA Tennis	\$100
E-Sports	\$50
Exercise Class	\$50
Pickleball Tournament	Team - \$30 Individual - \$15
Race Registration	5k/10k - \$20 Kids 1k - \$10 Family Rate \$45 per household Group Rate - \$15 per person
Race T-Shirts	\$10
Senior Program	\$50
Spikeball Tournament	Team - \$30



	Individual - \$15
Sports Trivia/Fantasy Class	\$50
Toddler Sports Clinic	\$60
Virtual Races	\$25
Youth Arts	\$50
Youth Baseball Clinic	\$50
Youth Basketball Clinic	\$50
Youth Coach Pitch	\$50
Youth Flag Football	\$50
Youth Jr Jazz Basketball	\$100
Youth Kickball	\$50
Youth Machine Pitch	\$70
Youth Pickleball Programs	\$50
Youth Soccer Programs	\$70
Youth T-Ball	\$50
Youth Tennis Clinic	\$50
Youth Ultimate Frisbee	\$50
Youth Volleyball Programs	\$50
Youth Wrestling	\$50
Additional Non-Resident Fee	Team - \$50 Individual - \$10
Late Registration	\$50 – Team \$10 - Individual
Cancellation Fee	Up to 75% of Registration Cost

UTILITY FEES

Water Base Rate ¾" Meter	\$27.09 first 5,000 gallons
Water Base Rate 1" Meter	\$37.93 first 5,000 gallons
Water Base Rate 1 ½" Meter	\$48.76 first 5,000 gallons
Water Base Rate 2" Meter	\$78.56 first 5,000 gallons
Water Base Rate 3" Meter	\$297.99 first 5,000 gallons
Water Base Rate 4" Meter	\$386.48 first 5,000 gallons



Water Base Rate 6" Meter	\$568.89 first 5,000 gallons
Water Base Rate 8" Meter	\$758.52 first 5,000 gallons
Residential Water Usage Rates: Tier 1 (5,001 – 15,000) Tier 2 (15,001– 30,000+) Tier 3 (30,001 – 50,000) Tier 4 (50,001+)	\$1.77 per 1,000 gallons \$2.03 per 1,000 gallons \$2.50 per 1,000 gallons \$2.75 per 1,000 gallons
Commercial Water Usage Rates: Tier 1 (5,001 – 30,000) Tier 2 (30,001 – 100,000) Tier 3 (100,001+)	\$1.77 per 1,000 gallons \$2.50 per 1,000 gallons \$2.75 per 1,000 gallons
Sewer Base Rate	\$17.25
Sewer Usage Rate	\$3.50 per 1,000 gallons
Transportation Utility	\$3.5 Per ERU
Storm Water Utility	\$5 Per ERU

SANITATION FEES

90-Gallon Residential Can	\$13
Second 90-Gallon Residential Can	\$8
Recycling Can	\$6

FACILITIES RENTAL FEES

<u>Council Chambers Rental</u>	<u>\$75 per hour for Resident, \$150 per hour for Non-Resident</u>
<u>Council Chambers Cleaning Deposit</u>	<u>\$75 for Resident, \$150 for Non-Resident</u>
Small Park Pavilion Rental	\$40 for Resident, \$80 for Non-Resident
Small Park Pavilion Cleaning Deposit	\$40 for Resident, \$80 for Non-Resident
Large Park Pavilion Rental	\$75 for Resident, \$150 for Non-Resident
Large Park Pavilion Cleaning Deposit	\$75 for Resident, \$150 for Non-Resident
Special Event Rental Deposit	\$300



Multi-Day Special Event Rental Deposit	\$500 per day
Pavilion Rental Cancellation Fee	\$5
4 Hour Field Rental at Gammon Park (Monday—Thursday)	\$300 Deposit + \$75 for Residents, \$150 for Non-Resident or Holiday Reservations
4 Hour Field Rental at Gammon Park (Weekend)	\$300 Deposit + \$100 for Residents, \$200 for Non-Residents or Holiday Reservations
All other parks, Single Soccer 4 Hour Field Rental (Monday – Thursday)	\$300 Deposit + \$150 for Residents, \$300 for Non-Resident or Holiday Reservations
All other parks, Single Soccer 4 Hour Field Rental (Weekend)	\$300 Deposit + \$200 for Residents, \$400 for Non-Residents or Holiday reservations
Court Rental	\$25 per hour per court
Pickleball Net Rental	\$50 Refundable Deposit
Pickleball Net Repair/Replacement Fee	Up to \$300
Outdoor Basketball Court Rental	\$25 per hour per ½ court
Non-Existing Line Painting – Per Field	1-499 Feet - \$100 500-999 Feet - \$125 1000+ Feet - \$150
Remarking Line Painting – Per Field	1-499 Feet - \$20 500-999 Feet - \$25 1000+ Feet - \$30

SPECIAL EVENT FEES*

Special Event Permit	\$50
Special Event with Vendors	\$75
Special Events with >250 participants	\$100
Special Events longer than 6 hours	\$150
Multi-Day Special Events	\$200



Film Permit	\$50
Summer Celebration Food Vendor	\$100 per day
Summer Celebration Vendor Booth	\$100
Boo-A-Palooza Vendor Fee	\$50
Bounce House Deposit	\$100
Onsite Dumpster or Equipment Permit	\$72 per dumpster
Additional Dumpster Reserved	\$174 per 6 yard dumpster
Excess Garbage Pickup	Up to \$600 based on quantity picked up
Extra trash can with bags	\$15 per 5 cans
Personnel (total compensation per employee, per hour, during regular business hours)	Parks Department - \$35 Streets Department - \$35 Special Events Department - \$32
Penalty for operating without a permit	Double the application fee and any damage caused by the special event

*Special event and facility rental fees may be waived at the discretion of city council. See special event code for fee waiver consideration reasons.

CODE ENFORCEMENT FEES

Code Violation Fee (per calendar year from first offense)	1 st Offense - \$100 2 nd Offense - \$200 3 rd (or more) Offense - \$400
Civil Penalty Fee	\$25 minimum to \$1,000 maximum per day, per violation
Civil Penalty Fee- Occupancy Violation	\$100 per day, per violation
Civil Penalty Fee- Home Occupation Operating without License	\$25 per day, per violation



Civil Penalty Fee- Commercial Business Operating without License	\$50 per day, per violation
Code Violation Fee - Interest	20% per annum of total outstanding amounts
Default/Administrative Code Enforcement Hearing Fee	\$100
Animal Defecation without Removal Fine	\$250
Off-Leash Animal Fine	\$250

BUSINESS LICENSING FEES

Home-Based Occupation (exceeds residential impact)	\$50
Home-Based Occupation (does not exceed residential impact)	\$0
Accessory Dwelling Unit Business License (Biennial)	Initial Fee \$100 Renewal Fee \$50
Industrial Manufacturing/Distribution	\$250
Restaurant/Food	\$190
Food Truck Fee	\$25 per truck
Retail	\$215
Service Related	\$150
Renewal Fee (all license types except Alcohol and Towing/Parking Enforcement)	\$25
Alcohol and Towing/Parking Enforcement Renewal Fee	Same as Initial Fee
Solicitor License	\$30
Itinerant Merchant	\$50
Itinerant Merchant Refundable Deposit	\$300
Towing/Parking Enforcement Certificate	\$50
Class A- D Beer License	\$400 + Proof of \$5,000 Bond



Class E Beer License	\$400 + Proof of \$10,000 Bond
A or B Liquor License	\$300 + Proof of \$10,000 Bond
Class C Liquor License	\$300 + Proof of \$1,000 Bond
Unclassified Business	\$25 Base fee until classification established by Resolution
Business fitting in 2+ Categories	Higher rate
Late Renewal Fee (during renewal grace period)	\$25
Daily penalty fee if license not renewed by end of renewal grace period	Half of the license fee
Penalty Fee for doing business without a Vineyard Business License	Equivalent to the license fee

LAND USE APPLICATION FEES

Development Agreement	\$1,500
Development Agreement Amendment	\$1,500
Subdivision – Preliminary Plat	\$1,930 + \$6.20 per lot
Subdivision – Preliminary Plat – Additional Review	\$786 + \$2.50 per lot
Subdivision – Final Plat	\$1,940 + \$6.20 per lot
Subdivision – Final Plat Additional Reviews	\$1010 + \$2.50 per lot
Condominium Plat – New or Conversion	\$1,406 + \$25 per unit
Major Plat Amendment	\$1,706
Minor Plat Amendment	\$1,406
Neighborhood Plan	≥ 10 acres = \$2663 < 10 acres = \$500
Planned Unit Development	\$1000
Recording Fees	As charged by Utah County Recorder
Site Plan – Residential	\$2,663
Site Plan – Non-residential	\$3,756



Site Plan – Non-residential – Additional Reviews	\$1,693 for each additional review after two reviews
Site Plan – Minor Amendment	\$500
General Plan Text Amendment	\$1,000
General Plan Map Amendment	\$1000
Land Use Text Amendment	\$1,000
Land Use Map Amendment	\$1000
Lot Line/Property Boundary Line Adjustment	\$300
Conditional Use Permit	\$400
Temporary Use Permit	\$75
Variance	\$100
Appeals	\$100
Zoning Verification	\$100
Sign Permit	\$150
Sign Standard Waiver	\$250
Commercial Temporary Sign Permit	\$25
Street and Traffic Control Signs	\$350 per post
Land Disturbance Permit	\$50 + \$20 per acre + \$30 per month
Land Disturbance Permit – Subdivision and Site Plan	Included in engineering inspection fees
Engineering Inspection Fees – Subdivision Related	3% of bid tabulation placed in escrow before construction begins.
Engineering Inspection Fees – Non-Subdivision Related	\$150 per hour, rounded up to nearest hour
Engineering Re-Inspection Fees	\$150 per hour, 2-hour minimum
Street Light Fee	\$10,000 per light
Street Sign Fee	\$300 per sign
Demolition	Up to \$500 plan review fee
Encroachment Permit	\$150 + \$1 per square foot
Jet Truck Work Request	\$190/hour – Minimum of 2 hours
Fine for Use of Public Right of Way without Approved Permit	\$300 + \$150 per hour inspector is onsite past initial hour



Infrastructure Construction	Bond/Escrow account as determined by bid tabulation
Building Relocation	\$500 Plan Review Fee
Full or Partial Road Closure	\$50
Use of City Barricades for Road Closure	\$300 refundable deposit per set of barricades
Additional plan review required by changes, additions, or revisions to any land use applications	\$65 per hour, half hour minimum
Special Planning Commission Meeting	\$390 per meeting

BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1 to \$1,300	\$48
\$1,301 to \$2,000	\$48 for the first \$1,300; plus \$3 for each additional \$ 100 or fraction thereof, to and including \$2,000
\$2,001 to \$40,000	\$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000
\$40,001 to \$100,000	\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000



\$500,001 to \$1,000,000	\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000
\$5,000,001 and over	\$18,327 for the first \$ 5,000,000; plus \$1 for each additional \$1,000 or fraction thereof
Residential Plan Review	25% of Building Permit Fee
Commercial Plan Review	35% of Building Permit Fee
Duplicate Plan Review	15% of Building Permit Fee
Reinstating an Expired Permit	\$50 + any additional review time
Fire Inspection & Plan Review	10% of Building Permit Fee

BUILDING INSPECTION FEES

Inspections outside of normal business hours	\$48 per hour, two-hour minimum
Re-inspection	\$48 per hour
Inspection for which no specific fee is indicated	\$48 per hour, one-hour minimum
Additional plan review required by changes, additions, or revisions to plans,	\$85 per hour, one-hour minimum
Use of outside consultants for plan checking and inspections, or both	Actual costs, including administrative and overhead costs



Fire Inspection	Included in Business License Fee
Work Without a Permit*	\$100 per infraction
Working Beyond a Stop Work Order*	\$200 per infraction

*Fines doubled for each subsequent infraction

IMPACT FEES

(Impact Fee Area Maps may be found on the City's Website)

Sewer Facilities Per Equivalent Residential Unit (ERU) ^{1,2}	• Area A - \$539 • Area B - \$2,391 • Area C/RDA - \$539
Culinary and Irrigation Water Systems Per ERU ^{1,3}	• Area A - \$873 • Area B (RDA) - \$521
Roadway Facilities Per Trip End Unit based on ITE	• Area A - \$3,586 • Area B (RDA) - \$1,286
Storm and Ground Water Per ERU ^{1,4}	• Area A - \$222 • Area B - \$337 • Area C - \$237

¹ ¾ inch water connection is 1 ERU

² Additional fees may apply to units with more than 5 bathroom equivalent drains

³ Additional fee may apply to certain high water uses (e.g., Car Wash) without water reduction measures in place

⁴ Additional fee may apply to certain sites if above city's maximum impervious area requirement

PASS THROUGH FEES

Timpanogos Special Service District	Equal to District's impact fee as dictated by the current Impact Fee Facilities Plan/Schedule.
Orem Water Reclamation	Equal to Orem City's impact fee as dictated by the current Impact Fee Facilities Plan/Schedule.



Orem Water Rights	Equal to Orem City's Water Rights as dictated in their up-to-date Consolidated Fee Schedule.
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All impact fees will be assessed at the time building permits are issued. All other development Impact Fees will be calculated based on Equivalent Residential Units.

WATER DEPARTMENT FEES

¾" Water Meter & Connection Fee	\$363
1" Water Meter & Connection Fee	\$495
1½" Water Meter & Connection Fee	\$775
2" Water Meter & Connection Fee	\$1,206
Water Lateral Inspection Fee	\$50
Water Meter Reconnect Fee	\$50
Utility Application Fee	\$20
Fire Hydrant Meter Rental Deposit	\$1625
Fire Hydrant Meter Penalty Fees	1 st missed read = \$50 2 nd missed read = \$100 3 rd missed read = \$200 Any missed reads after the 3 rd month will be penalized \$400 per month until meter is returned
Daily Rate – Fire Hydrant Meter	\$10/100 month
Water Rate – Fire Hydrant Meter	\$2 Per 1,000 gallons of water
Residential Construction Water	\$50 minimum
Non-Residential Construction Water	\$50 minimum
Illegal Connection to Water System	\$1,000 per occurrence



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: September 28, 2022

Agenda Item: 9.3 Ratification of Appointments of New Department Directors

Department: City Manager

Presenter: Ezra Nair

Background/Discussion:

The following organizational changes have been made at the staff level. The consolidation/creation of a Parks & Recreation Department and a Public Works / Engineering Department. After consultation with the council, following individuals have been appointed by the city manager to the following roles.

Naseem Ghandour, Public Works / Engineering Department Director

Brian Vawdrey, Parks & Recreation Department Director

With this restructuring, it is recommended to move our part-time recreation coordinator into to a full-time position. This staffing plan change will be addressed in a separate agenda item. This restructuring change causes the following ongoing cost savings.

Fiscal Impact:

\$19,395 per year of savings

Recommendation & Additional Options:

Recommendation:

The City Manager recommends ratifying the decision to appoint Naseem Ghandour to the position of Public Works / Engineering Department Director and Brian Vawdrey to the position of Parks & Recreation Department Director.

Sample Motion:

I move to ratify the appointments of Naseem Ghandour and Brian Vawdrey to the respective positions of Public Works / Engineering Department Director and Park & Recreation Department Director.