



CITY OF OREM
PLANNING COMMISSION MEETING
56 North State Street, Orem, Utah
September 16, 2026

*This meeting may be held electronically
to allow a Commission member to participate.*

4:30 PM WORK SESSION – AGENDA REVIEW, CITY COUNCIL CONFERENCE ROOM, 56
NORTH STATE STREET, OREM, UT

1 Agenda Items Discussion

2 Active Transportation Map

5:30 PM REGULAR SESSION – CITY COUNCIL CHAMBERS

1. CALL TO ORDER
2. INVOCATION/INSPIRATIONAL THOUGHT: BY INVITATION
3. CONSENT AGENDA ITEMS
 - 3.1 **Approval of Planning Commission Meeting Minutes for September 2nd 2026**
 - 3.2 **Approval of Planning Commission Meeting Minutes for August 5th, 2026**
4. ACTION ITEMS
 - 4.1 **CONDOMINIUMIZATION - Shelly Lane - A request to condominiumize the townhomes in the Shelly Lane subdivision, located generally at 750 N 100 West in the R6 zone.**
5. PUBLIC HEARINGS
 - 5.1 **PUBLIC HEARING - "Wolverine" Rezone - Request to amend Article 22-53(A) and the Zoning Map of the City of Orem by changing the zone of the property located generally at 1075 South 1675 West from CM (Controlled Manufacturing) to M1 (Light Manufacturing). Approximately 9.29 acres.**
 - 5.2 **PUBLIC HEARING - "Hale Center" Text Amendment - Request to amend the text of Article 22-11-5 by modifying the PD-13 zone and adopting a new Concept Plan on the property located generally at 225 West 400 North. Approximately 2.42 acres.**

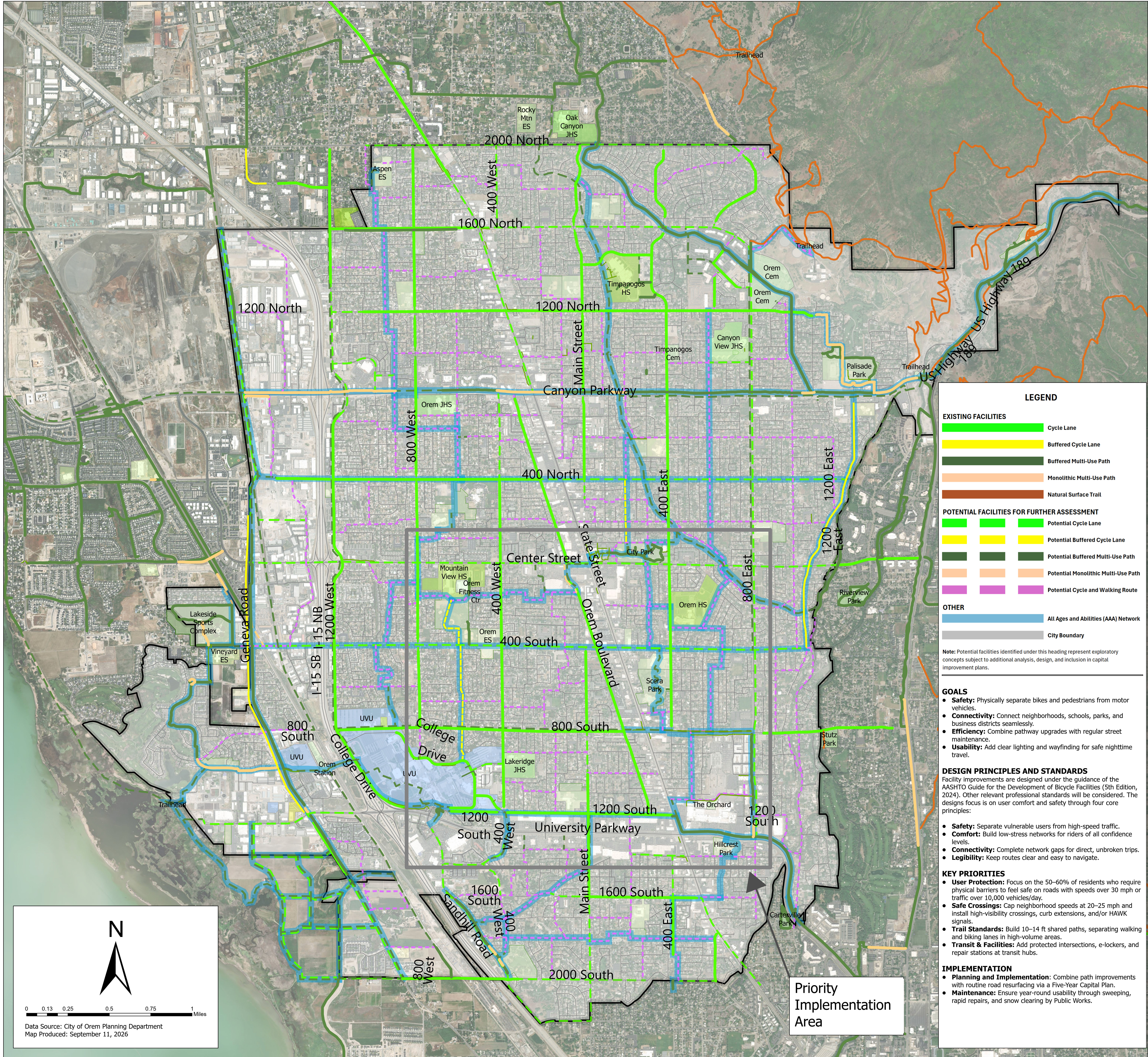
6. ADJOURN

**THE PUBLIC IS INVITED TO PARTICIPATE IN ALL PLANNING COMMISSION MEETINGS.
If you need a special accommodation to participate in the Planning Commission Meetings and Study Sessions,
please call the Development Services Office at least 3 working days prior to the meeting.
(Voice 801-229-7183)**

This agenda is also available on the City's webpage at orem.org



CURRENT AND POTENTIAL ACTIVE TRANSPORTATION FACILITIES



	PLANNING COMMISSION September 16, 2026	Work Session
	PUBLIC HEARING: Adoption of the Revised Active Transportation Plan Map	Prepared By: Matt Taylor Applicant: Orem City

Notices • Posted in 2 public places • Posted on City Webpage and City hotline • Posted at Utah.gov/pmn Action The Commission may: • Recommend that the City Council approve the proposed map. • Recommend that the City Council deny the proposed map. • Continue the hearing to a future date to allow for further review, additional information, or public comment as may be needed to make a decision.	REQUEST: Adoption of the updated Map element for the Orem City Active Transportation Master Plan. 1. ALL AGES & ABILITIES (AAA) NETWORK DESCRIPTION The All Ages and Abilities (AAA) Network framework ensures active transportation infrastructure is intentionally designed to accommodate users of all ages, skill levels, and physical capabilities. By prioritizing low-stress, physically protected, and well-connected corridors, the network empowers children, seniors, families, and vulnerable road users to walk, bike, and roll safely throughout Orem. 2. TIER 1 AND TIER 2 FACILITY NETWORKS EXPLANATION • Tier 1 Network (Primary Core Corridors): Represents high-priority arterial and collector routes connecting key community hubs, schools, civic centers, and regional transit lines. These routes receive top implementation priority for capital investment and physical separation. • Tier 2 Network (Secondary Supporting Routes): Comprises neighborhood collector streets and local connectors that feed into the Tier 1 backbone, completing last-mile connections and providing safe residential access throughout the city. 3. OVERVIEW OF THE MAP (EXISTING VS. PROPOSED FACILITIES) The Active Transportation Plan Map comprehensively audits existing infrastructure, including active bike lanes, trails, and paths—and identifies critical network gaps. Proposed facilities strategically expand this network to bridge current disconnects, providing continuous, uninterrupted routes across major arterial barriers, rail lines, and commercial districts to reach key regional destinations like Orem Central Station and Utah Valley University. 4. BRIEF DESCRIPTIONS FOR EACH FACILITY TYPE • Shared-Use Paths / Multi-Use Trails: Off-street, paved pathways physically separated from motorized traffic, serving both pedestrians and bicyclists. • Separated / Protected Bike Lanes: On-street lanes featuring physical barriers (flex posts, curbs, or planters) separating cyclists from moving motor vehicles. • Buffered / Standard Bike Lanes: Designated visual lanes delineated by pavement markings and optional painted buffer zones on moderate-speed roadways. • Neighborhood Bikeways / Shared Streets: Low-speed, low-traffic volume local residential streets optimized for active travel using traffic calming and signage.
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	<u>AAA LOW-STRESS NETWORK</u> A primary objective of the map update is establishing an All Ages and Abilities low-stress active travel network. Currently, high traffic speeds and volumes create high-stress environments that discourage 50% to 60% of residents categorized as "interested but concerned." By integrating national AASHTO standards, the map mandates physical separation on roads with speeds at or above 30 mph or traffic volumes exceeding 10,000 vehicles per day. This approach lowers traffic stress, enhances safety at intersections, and ensures comfortable travel for non-motorized users across Orem.
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CITY OF OREM
PLANNING COMMISSION MEETING MINUTES
September 2, 2026

The following items are discussed in these minutes:

CONSENT AGENDA ITEMS:

- **3.1** - Approval of the July 15th, 2026 Minutes
- **3.2** - Approval of the August 5th, 2026 Minutes

ACTION ITEMS:

- **4.1 Plat Amendment - Fort Knox** - Located approximately at 993 Industrial Park Road in the M2 Zone
- **4.2 Site Plan - Fort Knox** - Located approximately at 993 Industrial Park Road in the M2 Zone
- **4.3 Preliminary Plat - Funez** - Located approximately at 115 North 800 West in the R8 Zone
- **4.4 Site Plan - Homebuilt** - Located approximately at 1950 North State Street in the PD-53 Zone

PUBLIC HEARINGS:

- **5.1 Sign Ordinance Text Amendment - Alamo Storage** - Amending section 14-4-2 regarding alterations to nonconforming signs

A recording of the meeting can be viewed online at
<https://www.youtube.com/live/bGiLQ9nDtY4?si=NmKSmNt53bjGP83r>.

PLANNING COMMISSION WORK SESSION

Place: Orem City Council Conference Room, 56 North State Street

Chair Komen called the Planning Commission meeting to order at 4:34 PM.

Those present: Darren Hawkins, Madeline Komen, Susan Madsen, Karl Radmall (online), Jeff Reeves, Planning Commissioners; Quinn Mecham, City Council Liaison; Jared Hall, Rebecca Gourley, Emma Tenney, Planning and Zoning Staff; Aaron McKnight, City Attorney.

Those excused: Micah Ladle, Planning Commissioner; Grace Bjarnson, Planning and Zoning Staff

1. Agenda Items Discussion

DRAFT MINUTES FOR SEPTEMBER 2, 2026

Jared Hall presented a brief overview of the agenda and invited the Commissioners to ask questions about the items. Commissioner Madsen noted in regards to the Funez subdivision that there is a powerline that goes through the lot, which would cause issues with building area and easements. Staff suggested the Commission either approve the item conditional on resolving the powerline issue or continue the item. A discussion was held about parking at Fort Knox, and Commissioners asked general questions about Sign Ordinance Text Amendment.

Jared Hall presented updates on items that the Planning Commission has recently forwarded to the City Council, as well as updates on the Council's discussions on DADUs, the Transportation Advisory Commission's work on the Active Travel Plan, and the General Plan Timeline.

City Council Liaison Quinn Mecham provided the Commission with an update on the proposed Vesper Amphitheater, sharing how the Orem City Council feels and the resolution letter they sent to the Provo City Council.

2. Commissioner Training

Due to lack of time, no training was held.

The meeting was adjourned at approximately 5:15 PM.

PLANNING COMMISSION MEETING

Place: Orem City Council Chambers, 56 North State Street

At **5:31 PM**, Chair Komen called the Planning Commission meeting to order.
An invocation was offered by Commissioner Jeff Reeves.

Those present: Darren Hawkins, Madeline Komen, Susan Madsen, Karl Radmall (online), Jeff Reeves, Planning Commissioners; Quinn Mecham, City Council Liaison; Jared Hall, Rebecca Gourley, Emma Tenney, Planning and Zoning Staff; Aaron McKnight, City Attorney.

Those excused: Micah Ladle, Planning Commissioner; Grace Bjarnson, Planning and Zoning Staff

Agenda Item 3, Consent Agenda Items

- 3.1 - Approval of the July 15th, 2026 Minutes
- 3.2 - Approval of the August 5th, 2026 Minutes

DRAFT MINUTES FOR SEPTEMBER 2, 2026

Planning Commission Action: Chair Komen expressed concern about errors in the draft minutes for August 5th. Commissioner Madsen motioned that the Commission approve item 3.1 and continue item 3.2. Commissioner Reeves seconded the motion.

YES: Madeline Komen, Micah Ladle, Susan Madsen, Karl Radmall, Jeff Reeves

NO: None

ABSTAIN: None

Agenda Item 4, Action Items

4.1 PLAT AMENDMENT - Fort Knox - Located approximately at 993 Industrial Park Road in the M2 Zone

Jared Hall presented this item, a request to adjust the lot lines of 5 lots in the M2 zone and reduce down to 4 lots.

Planning Commission Action: Commissioner Hawkins moved that the Planning Commission approve the Plat Amendment for Fort Knox. Commissioner Madsen seconded the motion.

YES: Darren Hawkins, Madeline Komen, Susan Madsen, Karl Radmall, Jeff Reeves

NO: None

ABSTAIN: None

4.2 SITE PLAN - Fort Knox - Located approximately at 993 Industrial Park Road in the M2 Zone

This is a request to add a 9,440 square foot addition to one of the existing buildings on the site. Jared Hall noted the parking and landscaping plans and confirmed that they meet Code requirements.

Planning Commission Action: Commissioner Hawkins moved that the Planning Commission approve the Site Plan for Fort Knox. Commissioner Reeves seconded the motion.

YES: Darren Hawkins, Madeline Komen, Susan Madsen, Karl Radmall, Jeff Reeves

NO: None

ABSTAIN: None

4.3 PRELIMINARY PLAT - Funez - Located approximately at 115 North 800 West in the R8 Zone

Jared Hall presented the request to split the residential lot at 115 N 800 West into two residential lots. Due to discussion held in the work session about the presence of a powerline running through the lot, staff suggested that the item be continued to a later date.

Planning Commission Action: Commissioner Madsen moved that the Planning Commission continue the Preliminary Plat for Funez until the powerline issue has been resolved. Commissioner Reeves seconded the motion.

YES: Darren Hawkins, Madeline Komen, Susan Madsen, Karl Radmall, Jeff Reeves

NO: None

ABSTAIN: None

The item was continued until the powerline issue has been resolved.

4.4 SITE PLAN - Homebuilt - Located approximately at 1950 North State Street in the PD-53 Zone

Jared Hall noted that this project has come before the Planning Commission before in the form of an amendment to the PD-53 zone. He noted that the site exceeds the parking requirements and adheres to the State Street frontage requirements regarding sidewalk buffers and landscaping. He also noted the setbacks and building height.

Staff asked that a condition of approval of this site plan be that parking easements are recorded for the neighboring properties in the shopping center.

The applicant was invited forward for questions. Commissioners had none.

Planning Commission Action: Commissioner Radmall moved that the Planning Commission approve the Site Plan for Homebuilt, on the condition that the parking agreements are recorded. Commissioner Hawkins seconded the motion.

YES: Darren Hawkins, Madeline Komen, Susan Madsen, Karl Radmall, Jeff Reeves

NO: None

ABSTAIN: None

Agenda Item 5, Public Hearings

5.1 SIGN ORDINANCE TEXT AMENDMENT - Alamo Storage - Amending section 14-4-2 regarding alterations to nonconforming signs

Emma Tenney presented this item, a request to amend the section of the Sign Ordinance that regulates altering nonconforming signs. The applicant is Yesco Signs, on behalf of Alamo Storage, a storage unit company located just west of the I-15 in Orem. Alamo Storage has a freestanding pole sign that is legal nonconforming, and under the existing Sign Ordinance they are not able to make any material changes to the sign without bringing it fully into compliance with City Code. This would require reducing the height by almost half, and thereby making it so the sign could not be seen by freeway traffic. Ms. Tenney noted that this amendment would only impact freestanding signs west of the I-15 that are oriented towards freeway traffic, which limits the scope to only 7 signs.

Chair Komen invited the applicant forward to answer questions. Commissioner Hawkins asked about the Alamo Storage business and their sign, and the applicant gave a sense of the business and what they would like the sign to look like.

Chair Komen opened the meeting to public comment.

As no one was present to speak, Chair Komen closed the public comment.

Planning Commission Action: Chair Madsen moved that the Planning Commission forward a recommendation of approval to the City Council for the proposed amendment to Orem City Code, 14-4-2, regarding alterations to nonconforming signs. Commissioner Reeves seconded the motion.

YES: Darren Hawkins, Madeline Komen, Susan Madsen, Karl Radmall, Jeff Reeves

NO: None

ABSTAIN: None

The motion passed.

Final Meeting Comments:

None

Adjournment:

Chair Komen asked for a motion to adjourn. Commissioner Hawkins motioned to adjourn, Commissioner Reeves seconded. All present Commissioners voted yes.

The Planning Commission Meeting adjourned at **5:58 PM**.

DRAFT MINUTES FOR SEPTEMBER 2, 2026

A recording of the meeting can be viewed online at

<https://www.youtube.com/live/bGiLQ9nDtY4?si=NmKSmNt53bjGP83r>.

Reviewed and Approved: DRAFT

DRAFT MINUTES FOR AUGUST 5, 2026

CITY OF OREM PLANNING COMMISSION MEETING MINUTES August 5, 2026

The following items are discussed in these minutes:

CONSENT AGENDA ITEMS:

- **3.1** - Approval of the July 15th, 2026 Minutes

ACTION ITEMS:

- **4.1 Preliminary Plat** - PH Tennis Center Plat A - Located generally at 92 E 800 North
- **4.2 Site Plan** - PH Tennis Center - Located generally at 92 E 800 North
- **4.3 Preliminary Plat** - Johnson Farms Plat A - Located generally at 1700 S Geneva Road
- **4.4 Site Plan** - The Shops at Johnson Farms - Located generally at 1700 S Geneva Road
- **4.5 Preliminary Plat** - Valor Homes Plat A - Located generally at 1301 W 400 South

PUBLIC HEARINGS:

- **5.1 Text Amendment** - Aligning definitions in Chapters 19, 21, and 22 with proposed Section 22-6-11, Accessory Dwelling Units

A recording of the meeting can be viewed online at

https://www.youtube.com/live/KYUsv0c4jjk?si=Z7CgcEXk8_XdxweK

PLANNING COMMISSION WORK SESSION

Place: Orem City Council Conference Room, 56 North State Street

Chair Komen called the Planning Commission meeting to order at 4:31 PM.

Those present: Madeline Komen, Micah Ladle, Susan Madsen, Karl Radmall, Jeff Reeves, Planning Commissioners; Jared Hall, Grace Bjarnson, Rebecca Gourley, Emma Tenney, Planning and Zoning Staff; Aaron McKnight, City Attorney.

Those excused: Darren Hawkins, Planning Commissioner; Quinn Mecham, City Council Liaison.

1. Agenda Items Discussion

In a previous meeting, the Planning Commission forwarded a recommendation to the Council for a DADU ordinance. Jared Hall noted that the item on tonight's agenda about DADUs is a text

DRAFT MINUTES FOR AUGUST 5, 2026

amendment to make several small clarifying changes to definitions in City Code to align them with the new DADU ordinance.

Mr. Hall presented an overview of the General Plan timeline and what things will be included in it. Commissioners had no questions or comments.

Mr. Hall then presented some visuals of the proposed setbacks for Detached Accessory Dwelling Units (DADUs). The Commission has already forwarded a recommendation to the Council for a DADU ordinance, and this presentation was to provide visual examples of what the ordinance might look like in practice. Commissioners discussed permitting procedures, setbacks, fencing, and maximum DADU size.

The meeting was adjourned at 5:14 PM.

PLANNING COMMISSION MEETING

Place: Orem City Council Chambers, 56 North State Street

At **5:31 PM**, Chair Komen called the Planning Commission meeting to order.
An invocation was offered by Commissioner Karl Radmall.

Those present: Madeline Komen, Micah Ladle, Susan Madsen, Karl Radmall, Jeff Reeves, Planning Commissioners; Jared Hall, Grace Bjarnson, Rebecca Gourley, Emma Tenney, Planning and Zoning Staff; Aaron McKnight, City Attorney.

Those excused: Darren Hawkins, Planning Commissioner; Quinn Mecham, City Council Liaison.

Agenda Item 3, Consent Agenda Items

- **3.1** - Approval of the July 15th, 2026 Minutes

Planning Commission Action: Chair Komen expressed concern about errors in the draft minutes. Commissioner Karl Radmall motioned to continue the Consent Agenda item to the next meeting. Commissioner Susan Madsen seconded the motion.

YES: Madeline Komen, Micah Ladle, Susan Madsen, Karl Radmall, Jeff Reeves

NO: None

ABSTAIN: None

Agenda Item 4, Action Items

4.1 PRELIMINARY PLAT - PH Tennis Center Plat A - Located generally at 92 E 800 North

Jared Hall presented this item, a request to combine three properties into one in order to establish public utility easements and prepare the property for site planning. The applicant was invited to come forward, and the Commission had no questions.

Planning Commission Action: Commissioner Madsen moved that the Planning Commission approve the Preliminary Plat for PH Tennis Center Plat A. Commissioner Reeves seconded the motion.

YES: Madeline Komen, Micah Ladle, Susan Madsen, Karl Radmall, Jeff Reeves

NO: None

ABSTAIN: None

4.2 SITE PLAN - PH Tennis Center Plat A - Located generally at 92 E 800 North

Jared Hall presented the site plan for the PH Tennis Center, noting the current zoning, required setbacks, height restrictions, and neighborhood meeting information. Chair Komen invited the applicant to come forward again, and asked what external lighting would be present at the pickleball court. The applicant noted that there is a 7ft masonry wall separating the court from the residential properties and noted that they have considered adding another wall to the south. Commissioner Radmall asked about potential hours for lighting. Commissioner Madsen pointed out that the pickleball court has moved in the plans, and asked about hours of operation. The applicant responded that due to utility access, the court had to be moved, and Mr. Hall noted that concerns about lighting will be addressed in the building permit process. Chair Komen asked what the site and the court specifically will be used for, and the applicant responded that they do not anticipate any commercial use, that the building is for executive office space and the court is for private use.

Planning Commission Action: Commissioner Radmall moved that the Planning Commission approve the Site Plan for PH Tennis Center Plat A. Commissioner Reeves seconded the motion.

YES: Madeline Komen, Micah Ladle, Susan Madsen, Karl Radmall, Jeff Reeves

NO: None

ABSTAIN: None

4.3 PRELIMINARY PLAT - Johnson Farms Plat A - Located generally at 1700 S Geneva Road

Mr. Hall noted that this property was previously brought to the Commission for a rezone application. This Plat is necessary to create a developable lot. The Commission had no questions.

Planning Commission Action: Commissioner Madsen moved that the Planning Commission approve the Preliminary Plat for Johnson Farms Plat A. Commissioner Ladle seconded the motion.

YES: Madeline Komen, Micah Ladle, Susan Madsen, Karl Radmall, Jeff Reeves

NO: None

ABSTAIN: None

4.4 SITE PLAN - The Shops at Johnson Farms - Located generally at 1700 S Geneva Road

Mr. Hall presented the Site Plan for The Shops at Johnson Farms. He noted that this property is now zoned C2, with a Development Agreement that limits uses and hours of operation beyond what the zone allows. He also discussed parking, pointing out that the site provides more parking than is required, and showed the conceptual drawings of buildings that the applicant provided.

Chair Komen invited the applicant, Paul Washburn, to come forward. Commissioner Madsen asked clarifying questions about potential business uses on the property.

Planning Commission Action: Commissioner Radmall moved that the Planning Commission approve the Site Plan for The Shops at Johnson Farms. Commissioner Ladle seconded the motion.

YES: Madeline Komen, Micah Ladle, Susan Madsen, Karl Radmall, Jeff Reeves

NO: None

ABSTAIN: None

4.5 PRELIMINARY PLAT - Valor Homes Plat A - Located generally at 1301 W 400 South

The site plan for this project was approved on the condition that this plat be recorded. The property is currently just a parcel, not a lot, and this plat will create a single lot subdivision with the vacation of a right-of-way easement.

The Commission had no questions or comments.

DRAFT MINUTES FOR AUGUST 5, 2026

Planning Commission Action: Commissioner Madsen moved that the Planning Commission approve the Preliminary Plat for Valor Homes Plat A. Commissioner Ladle seconded the motion.

YES: Madeline Komen, Micah Ladle, Susan Madsen, Karl Radmall, Jeff Reeves

NO: None

ABSTAIN: None

Agenda Item 5, Public Hearings

5.1 TEXT AMENDMENT - Aligning definitions in Chapters 19, 21, and 22 with proposed Section 22-6-11, Accessory Dwelling Units

Mr. Jared Hall presented this text amendment, an add on to the Detached Accessory Dwelling Unit ordinance that the Planning Commission forwarded with approval to the City Council in a previous meeting. As part of the ordinance, accessory apartments will now be referred to as “Accessory Dwelling Units,” and staff in the City’s legal department pointed out that there are several places in City Code that refer to accessory apartments that will need to be updated. This text amendment addresses those changes for clarity. The amended sections are 19-5-3, 21-1-2, 21-1-3, 22-2-1, 22-6-8, 22-6-9, 22-7-4, 22-11-28, 22-11-19, 22-11-31, 22-11-32, 22-11-35, 22-11-56, 22-12-7, 22-14-15, and Appendix A of Orem City Code.

Chair Komen opened the meeting to public comment.

As no one was present to speak, Chair Komen closed the public comment.

Planning Commission Action: Commissioner Madsen moved that the Planning Commission forward a recommendation of approval to the City Council for the proposed amendments to Orem City Code Chapters 19, 21, and 22, aligning definitions with proposed Section 22-26-11, Accessory Dwelling Units. Commissioner Ladle seconded the motion.

YES: Madeline Komen, Micah Ladle, Susan Madsen, Karl Radmall, Jeff Reeves

NO: Darren Hawkins

ABSTAIN: None

The motion passed.

DRAFT MINUTES FOR AUGUST 5, 2026

Final Meeting Comments:

None

Adjournment:

Chair Komen asked for a motion to adjourn. Commissioner Reeves motioned to adjourn, Commissioner Radmall seconded. All present Commissioners voted yes.

The Planning Commission Meeting adjourned at **6:13 PM**.

A recording of the meeting can be viewed online at

https://www.youtube.com/live/KYUsv0c4jjk?si=Z7CgcEXk8_XdxweK

Reviewed and Approved: DRAFT

	PLANNING COMMISSION August 5 th , 2026		Item 4.1
	Shelly Lane Condominiums 750 North 100 West Condominiumization		Prepared By: Rebecca Gourley Applicant: Paul Washburn

Notices:

Posted in 2 public places.

Posted on City Webpage
and City hotline.

Posted at Utah.gov/pmn.

Site Information:

General Plan Designation:

Community Commercial

Zoning: **R6**

Total Acreage: **1.5 Acres**

Action:

The Planning Commission
is the Land Use Authority
and the approving body for
this item.

REQUEST: The applicant requests approval to condominiumize the townhomes in the Shelly Lane subdivision at 750 North 100 West.

BACKGROUND: In 1997, a preliminary and final plat allowing townhomes to be built on the property located generally at 750 North 100 West in the R6 zone was approved. In September of 2024, the Planning Commission approved the site plan for Shelly Lane, which included 6 buildings with 4 townhome units each, for a total of 24 housing units. Now that the homes have begun construction, the applicant, Paul Washburn, requests to condominiumize the units so that each one may be individually owned.

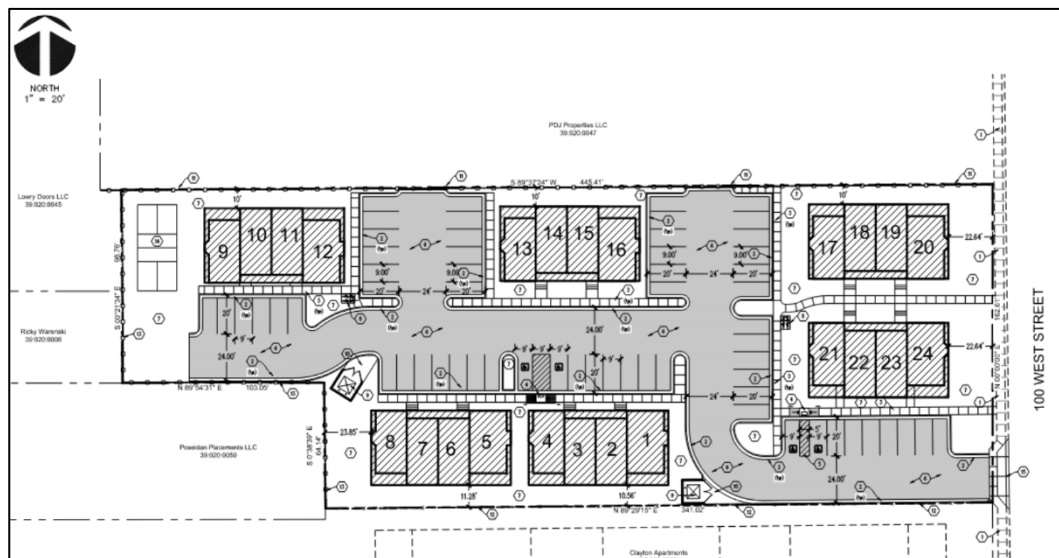


Figure one (above), The site plan for Shelly Lane

REVIEW:

Zoning: The subject property is zoned R6. There is no development agreement associated with this project.

CC&Rs: The applicant has provided CC&R's drafted by an attorney, which contains language for the establishment of the condominiums and their association. The document has been attached to the planning commission packet.

DEVELOPMENT REVIEW COMMITTEE: The Development Review Committee (DRC) reviewed the site plan application on Tuesday, September 8th, 2026. The DRC

recommended approval and did not forward any specific conditions to the Planning Commission.

ACTIONS: The Planning Commission is the designated Land Use Authority for the site plan. The Commission may approve or deny the request for site plan approval or may choose to continue their consideration of the request and ask for additional information or analysis.

ALTERNATIVE MOTIONS:

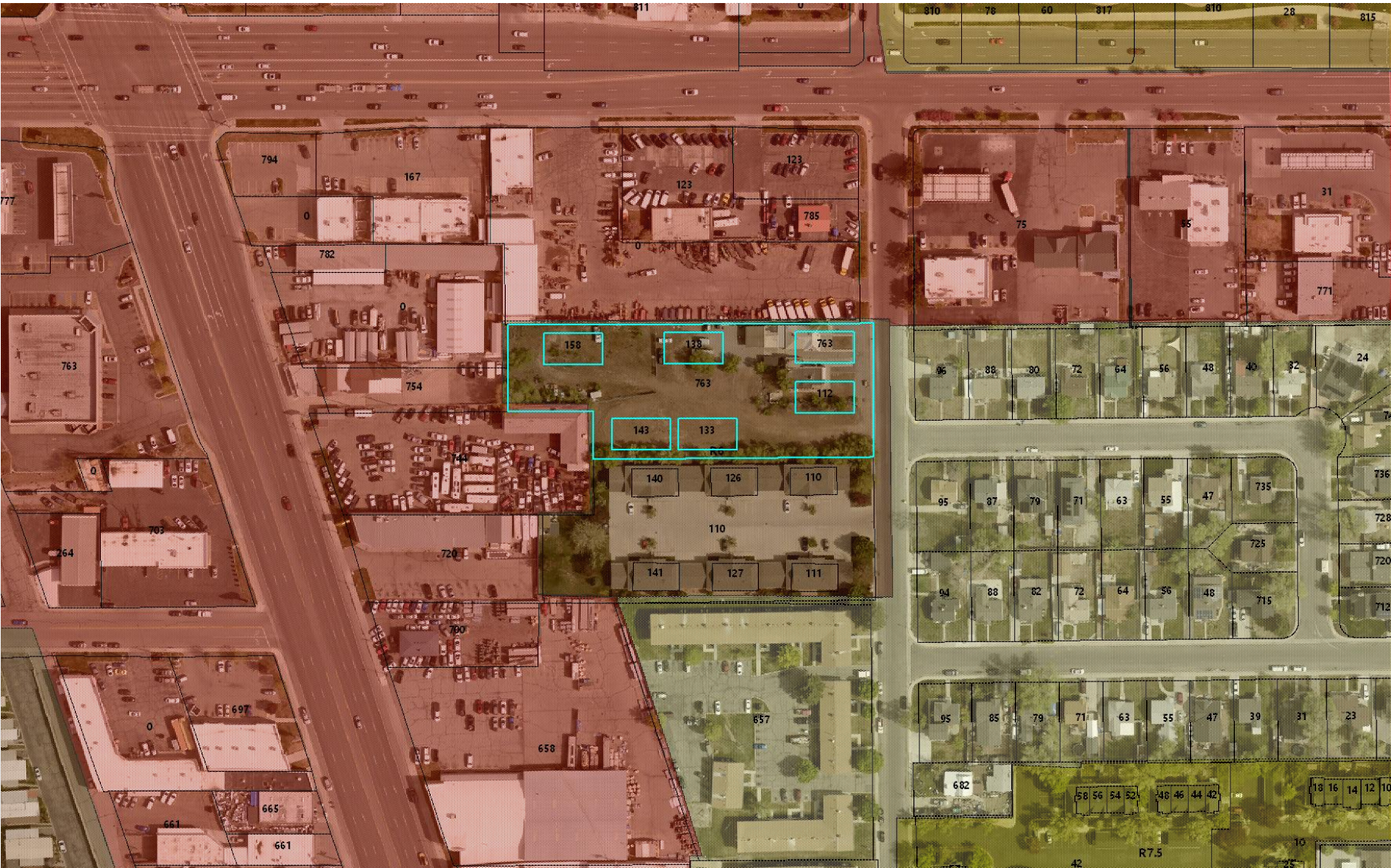
Motion to Approve or Deny -

“I move that the Planning Commission [choose **APPROVE** or **DENY**] the Condominiumization for the Shelly Lane Condominiums.”

Motion to Continue the Request –

“I move that the Planning Commission continue this request to [choose appropriate date or condition].”

Shelly Lane Condominiumization – 750 North 100 West



Vicinity and Zoning Map

Zone: R6

Acres: 1.5

Neighborhood:
Sharon Park



Shelly Lane - Street View (750 North 100 West)



AFTER RECORDING PLEASE RETURN TO:

Jeremy Washburn
590 North Geneva Road
Lindon, Utah 84042

**DECLARATION OF CONDOMINIUM
(Including Bylaws)**

OF

SHELLY LANE CONDOMINIUMS

Orem, Utah

THIS DECLARATION OF CONDOMINIUM is made as of this _____ day of _____, 20____, by SHELLY LANE, LLC, a Utah limited liability company ("Declarant"), pursuant to the provisions of Sections 57-8-1 *et seq.* of the Utah Code, as amended, known as the Condominium Ownership Act (the "Act").

RECITALS:

- A. Declarant is the record owner of that certain Tract of Land, more particularly described in Article II hereof.
- B. Declarant has constructed, upon said Tract the Condominium Project, including certain Units and other improvements in accordance with the plans and drawings reflected in the Record of Survey Map. **This condominium project complies with state law, federal and local law.**
- C. Declarant desires, by filing this Declaration to submit said Tract and all improvements constructed thereon to the provisions of the Act as a condominium Project to be known as THE SHELLY LANE CONDOMINIUMS.
- D. Declarant intends to sell to various purchaser's fee title to the individual Units contained in the Project, together with an equal undivided percentage interest in and to the Common Areas and Facilities appurtenant to such units, subject to the covenants, conditions, restrictions, limitations, and easements herein set forth.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby declares as follows:

ARTICLE I

DEFINITIONS

Condominium Unit or Unit shall mean and refer to one of the residential living units in the Project intended for independent use as defined in the Act, together with the undivided interest in and to the Common Areas and Facilities appertaining to that Unit, and shall include anything located within or without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, but specifically excluding the exterior surfaces of Building and Units. Fixtures and the like shall also be considered part of the Unit, as shall all decorated interiors, all surfaces of the interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim consisting of, among other things and as appropriate, wallpaper, paint, flooring, carpeting, and tile. All pipes, wires, conduits, or other public utility lines or installation constituting part of a particular unit or serving only that Unit, and any structural member of any other property of any kind, including fixtures and appliances with any Unit which are not removable without jeopardizing the soundness, safety, or usefulness of the remainder of the Building within which the Unit is situated, shall be considered part of the Unit.

Declarant shall mean SHELLY LANE LLC, a Utah limited liability company.

Declaration shall mean and refer to the Declaration as the same may hereafter be amended in accordance with the law and the provisions hereof. Any ambiguities, omissions, and/or conflicts herein shall be construed to comply with the provisions of the Act.

Limited Common Areas and Facilities or Limited Common Areas shall mean and refer to those Common Areas Designated in this Declaration or the Act or shown on the Map as reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units.

Management Committee or Committee shall mean and refer to the Committee as provided in this Declaration charged with and having the responsibility and authority to administer the Project and to make and to enforce reasonable rules and regulations covering the operation and maintenance thereof.

Member shall mean and refer to an Owner as a member of the Association.

Mortgage shall mean and include both a recorded first mortgage on one or more Condominium Units and a recorded first deed of trust on one or more Condominium Units.

Mortgagee shall mean and include both a mortgagee and beneficiary under a recorded Mortgage as defined above.

Record of Survey Map, Survey Map or Map shall mean and refer to the Record of Survey Map filed concurrently herewith with the Utah County Recorded entitled **The SHELLY LANE CONDOMINIUMS, Orem City, Utah County, Utah**, executed and acknowledged by Declarant, and all supporting documentation.

Tract shall mean and refer to the real property described in Section 2.01, which Article II of this Declaration submits to the Act.

AFTER RECORDING PLEASE RETURN TO:

Jeremy Washburn
590 North Geneva Road
Lindon, Utah 84042

**DECLARATION OF CONDOMINIUM
(Including Bylaws)**

OF

SHELLY LANE CONDOMINIUMS

Orem, Utah

THIS DECLARATION OF CONDOMINIUM is made as of this _____ day of _____, 20____, by SHELLY LANE, LLC, a Utah limited liability company ("Declarant"), pursuant to the provisions of Sections 57-8-1 *et seq.* of the Utah Code, as amended, known as the Condominium Ownership Act (the "Act").

RECITALS:

- A. Declarant is the record owner of that certain Tract of Land, more particularly described in Article II hereof.
- B. Declarant has constructed, upon said Tract the Condominium Project, including certain Units and other improvements in accordance with the plans and drawings reflected in the Record of Survey Map. This condominium project complies with state law, federal and local law.
- C. Declarant desires, by filing this Declaration to submit said Tract and all improvements constructed thereon to the provisions of the Act as a condominium Project to be known as THE SHELLY LANE CONDOMINIUMS.
- D. Declarant intends to sell to various purchaser's fee title to the individual Units contained in the Project, together with an equal undivided percentage interest in and to the Common Areas and Facilities appurtenant to such units, subject to the covenants, conditions, restrictions, limitations, and easements herein set forth.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby declares as follows:

ARTICLE I

DEFINITIONS

When used in this Declaration (including that portion hereon captioned "Recitals") each of the following terms used shall have the meaning indicated. Any term used herein which is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act:

Act shall mean and refer to the Condominium Ownership Act, Title 57, Chapter 8, *Utah Code* (1953), as the same may be amended from time to time, including any successor statutory provisions thereof.

Association of Unit Owners or the Association shall mean and refer to the Unit Owners acting as a group in accordance with this Declaration and the Act.

Building shall mean and refer to a structure containing Units and comprising a part of the Project.

Bylaws shall mean and refer to the Bylaws of the Association as set forth and embodied in this Declaration in Articles X, XI, and XII, as permitted by the Act.

Common Areas or Common Areas and Facilities shall mean, refer to and include:

- E. The real property and interest in the real property which this Declaration submits to the provisions of the Act, including the entirety of the Tract and all landscaping, sidewalks, walkways, parking areas, private drives or roadways located thereon, and exterior Building and Units surfaces, including roof, stoops or balconies, stairs and stairwells (but excluding all Condominium Units as herein defined);
- F. Those Common Areas and Facilities and Limited Common Areas and Facilities specifically set forth and designated as such on the Map;
- G. All other parts of the Project normally in the common use or necessary or convenient to its use, existence, maintenance, safety, or management, including any central services such as power, water, gas, and light; and
- H. All Common Areas and Facilities and all Limited Common Areas and Facilities as defined in the Act, whether or not expressly listed herein or on the Map.

Common Expenses shall mean and refer to all items and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the act, this Declaration and such rules, regulations and other determinations and agreements pertaining to the Condominium Project as the Management Committee or the Association may from time to time adopt.

Condominium Project or Project shall mean and refer to **THE SHELLY LANE CONDOMINIUMS** as the same shall exist from time to time.

Condominium Unit or Unit shall mean and refer to one of the residential living units in the Project intended for independent use as defined in the Act, together with the undivided interest in and to the Common Areas and Facilities appertaining to that Unit, and shall include anything located within or without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, but specifically excluding the exterior surfaces of Building and Units. Fixtures and the like shall also be considered part of the Unit, as shall all decorated interiors, all surfaces of the interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim consisting of, among other things and as appropriate, wallpaper, paint, flooring, carpeting, and tile. All pipes, wires, conduits, or other public utility lines or installation constituting part of a particular unit or serving only that Unit, and any structural member of any other property of any kind, including fixtures and appliances with any Unit which are not removable without jeopardizing the soundness, safety, or usefulness of the remainder of the Building within which the Unit is situated, shall be considered part of the Unit.

Declarant shall mean SHELLY LANE LLC, a Utah limited liability company.

Declaration shall mean and refer to the Declaration as the same may hereafter be amended in accordance with the law and the provisions hereof. Any ambiguities, omissions, and/or conflicts herein shall be construed to comply with the provisions of the Act.

Limited Common Areas and Facilities or Limited Common Areas shall mean and refer to those Common Areas Designated in this Declaration or the Act or shown on the Map as reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units.

Management Committee or Committee shall mean and refer to the Committee as provided in this Declaration charged with and having the responsibility and authority to administer the Project and to make and to enforce reasonable rules and regulations covering the operation and maintenance thereof.

Member shall mean and refer to an Owner as a member of the Association.

Mortgage shall mean and include both a recorded first mortgage on one or more Condominium Units and a recorded first deed of trust on one or more Condominium Units.

Mortgagee shall mean and include both a mortgagee and beneficiary under a recorded Mortgage as defined above.

Record of Survey Map, Survey Map or Map shall mean and refer to the Record of Survey Map filed concurrently herewith with the Utah County Recorded entitled **The SHELLY LANE CONDOMINIUMS, Orem City, Utah County, Utah**, executed and acknowledged by Declarant, and all supporting documentation.

Tract shall mean and refer to the real property described in Section 2.01, which Article II of this Declaration submits to the Act.

Unit Number shall mean and refer to the number, letter, or combination thereof which designates a Unit on the Map.

Unit Owner or **Owner** shall mean and refer to the person or persons owning a fee simple interest in a Condominium Unit. The Declarant shall be deemed to be the Owner of all completed but unsold Units. In the event a Unit is the subject of an executory contract of sale, the buyer shall, unless the seller and the buyer have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for all purposes.

ARTICLE II

SUBMISSION OF THE PROJECT

2.01 Submission, Description, and Reservations. Declarant hereby submits to the provisions of the Act the following described real property situated in the City of Orem, County and State of Utah:

LEGAL DESCRIPTION

EXHIBIT A

RESERVING UNTO DECLARANT, however such easement and rights of ingress and egress over, across, through, and under the above-described Tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant to construct and complete the improvements described in this Declaration or in the survey map recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith designed for the use and enjoyment of all the Owners as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above-described Tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire five (5) years after the date on this Declaration is filed for record in the office of the County Recorder of Utah County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent

reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof, including, any mortgage (and nothing in this paragraph shall be deemed to modify or amend such Mortgage); all visible easements and rights-of-way; all easement and rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Tract at such times as construction of all project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities; **AND TO EACH OF THE COVENANTS, EASEMENTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN THIS DECLARATION.**

2.02 Division into Condominium Units, Minimum and Maximum Ownership Interests. The Project is hereby divided into TWENTY-FOUR (24) Condominium Units as set forth on the Map, each such Condominium Unit consisting of a Unit and an appurtenant undivided but equal interest in and to the Common Areas and Facilities. Such Units comprise the minimum and maximum number of Units in the project and each Unit Owner will have a ONE-TWENTY-FORTH (24th) undivided interest in the Common Areas and Facilities.

ARTICLE III IMPROVEMENTS

3.01 Improvements. The improvements included in the Project are now or will be located on the Tract and all such improvements are described on the Map, including the number of Units, the Dimensions of the Units, and other significant facts relating to the Building, Units and to the Common Areas and Facilities.

3.02 Description of Building and Units. There are a total of six (6) buildings. Each building contains four Units. Units are basically of the same size and configuration. Each Unit is assigned a single parking place; all other parking is unassigned. The construction of the Buildings consists of stucco over wood frame on three sides with the front faced with stone and wood clapboard. The roof will be pitched with asphalt shingles.. The Common Areas consist of private driveways, parking areas, sidewalks, walkways, and landscaped open areas,

3.03 Description and Legal Status of Units. The Map shows the Unit number of each Unit, its location and dimension from which its areas may be determined, the Limited Common Areas, if any, which are reserved for its use, and the Common Areas of the Project. Each Unit shall be legally designated and described by a Unit number.

3.04 Common and Limited Common Areas. The Common Areas contained in the Project are described and identified in Article I hereof and on the Map. Neither the ownership of undivided interest in and to the Common Areas nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which they appertain, and even though not

specifically mentioned in the instrument of conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the conveyance of the Unit to which they relate.

3.05 Conveyance Description of a Unit. Each conveyance or contract for sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the Unit number shown on the Map with the appropriate reference to the Map and to the Declaration, as each shall appear on the records of the County Recorder of Utah County, Utah, and in substantially the following form:

Unit _____ contained within **THE SHELLY LANE CONDOMINIUM** as the same is identified in the Record of Survey Map therefor recorded in Utah County, Utah as _____ (as said in Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium of **THE SHELLY LANE CONDOMINIUMS** recorded in Utah County, Utah as Entry _____ in Book _____ (as said Declaration may have heretofore been amended or supplemented), **TOGETHER WITH** the undivided ownership interest in and to the Common Areas and Facilities which is appurtenant to said Unit as more particularly described in said Declaration (as said Declaration may have heretofore been amended or supplemented).

Such description will be construed to describe the Unit, together with an equal undivided ownership interest in and to the Common Areas and Facilities as the same are established and identified in Declaration and on the Map, and to incorporate all the rights incident to ownership of a Unit and all limitations of such ownership as described in this Declaration. Each such conveyance shall be subject to all the provisions of this Declaration.

ARTICLE IV

NATURE AND INCIDENCE OF OWNERSHIP

4.01 Holding Title. Title to a Unit shall be in fee simple and may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owner in the State of Utah, including, but without limitation, joint tenancy, or tenancy in common. An Owner's right to sell or otherwise convey title to such Owner's Unit shall not be subject to any right of first refusal or similar restrictions in favor of Declarant or the Association.

4.02 No Separation. No part of a Unit, nor any part of the legal rights comprising ownership of a Unit, may be separated from any other part thereof during the period of condominium ownership described herein, so that each Unit, the undivided interest in and to the Common Areas appurtenant to such Unit, and the exclusive right to use and occupy the Limited Common Areas, if any, appurtenant to each Unit, shall always be conveyed, devised, encumbered and otherwise effected only together and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance, or conveyance, respectively, of the entire Unit together with all appurtenant rights created by law or by this Declaration.

4.03 Membership in Association. Every Unit owner shall be a Member of the Association of Unit Owners. Membership in the Association shall be mandatory, shall be appurtenant to, and shall not be separated from the Unit to which it appertains.

4.04 Undivided Interest in Common Areas. Each Unit Owner shall have, for each Unit owned, an equal, undivided ownership interest in and to the Common Areas.

4.05 No partition. The Common Areas and Facilities shall be owned in common by all the Owners of Units and no Unit Owner may bring action for partition thereof.

4.06 Use of Common Areas and Limited Common Areas. Subject to the limitations contained in this Declaration, each Unit Owner shall have the non-exclusive right to use and enjoy the Common Areas and shall have the exclusive right to use and enjoy the Limited Common Areas designated herein or on the Map or inferred by the Act which appertain to his/her Unit.

4.07 Duty of the Owner to Pay Taxes in Unit Owned. It is understood that under the Act each Unit (and its percentage of undivided interest in and to the Common Areas) in the Project is subject to separate assessment and taxation of each taxing authority and special district which has such jurisdiction over the Project for all types of taxes and assessments authorized by law and that as a result thereof no taxes will be assessed or levied against the Project as such. Accordingly, each Unit Owner will pay and discharge any and all taxes and assessments which may be assessed against such Owner relative to his/her Condominium Unit.

4.08 Duty to Pay Association Assessments. Each Unit Owner is obligated to pay and discharge all assessments and charges levied by the Association as set forth herein.

4.09 Unit Maintenance. Each Owner shall at his/her own cost and expense maintain, repair, paint, re-paint, tile, paper or otherwise finish and decorate the interior walls and trim the interior surfaces of the walls, ceilings, floors, and windows and door forming the boundaries of his/her Unit and all walls, ceilings, floors, windows, and doors within such boundaries. In addition to decorating and keeping the interior of his/her Unit in good repair and in a clean and sanitary condition, he/she shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, light fixtures, refrigerator, dishwasher, disposal equipment, range, or other appliances or fixtures that may be in, or connected with his/her Unit.

4.10 Maintenance of Limited Common Areas. Each Owner shall keep the Limited Common Areas, if any, designed for use in connection with his/her Unit in a clean, sanitary, and attractive condition at all times.

ARTICLE V

EASEMENTS

5.01 Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance for the same, shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas, or upon an adjoining Unit or Units, an easement for such encroachment and for maintenance shall and does exist. Such encroachments shall not be considered to be encumbrances either in the Common Areas or the Units. Encroachments referred to herein include, but are limited to, encroachments caused by error in the original construction of the Building on the Tract, by error in the Map, by settling, raising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

5.02 Repair of Common Areas. If any of the Common Areas are or may be located within any of the Units or may be conveniently accessible only through the Units, the Owners of the other Units shall have the irrevocable right, to be exercised by the Committee as their agent, 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, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or another Unit or Units. The Committee shall also have such rights intendent of the agency relationship. Damage to the interior of any part of the Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of the Committee or of Unit Owners, shall be an expense of all the Unit Owners and assessed proportionately, provided, that if such damage is the result of negligence of the Owner of the Unit, members of his/her family, his/her or their guests or invitees, then such Owner shall be financially responsible for all such damage. Amounts owing by Owner pursuant hereto shall be collected by the Committee by assessment pursuant to the Declaration.

5.03 Management Committee. The Management Committee shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties an functions which it is obligated or permitted to perform pursuant to this Declaration.

5.04 Utility Services. There is hereby created a blanket easement upon, across, over and under the Tract for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to, water, sewer, gas, telephone, electricity, and other utility services.

5.05 Right of Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his/her Unit, and to any Limited Common Area designated for use in connection with his/her Unit, and each owner shall have the right to the horizontal, vertical, and lateral support of his/her and any adjoining Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

ARTICLE VI

RESTRICTIONS

6.01 Residential use. The Tract is zoned for residential use pursuant to Orem City ordinances. Each Unit and Unit Owner are subject to the uses and restrictions imposed thereby, including but not limited to, occupancy and parking restrictions.

6.02 Leasing. A Unit Owner may lease his/her Unit subject to the provisions of the Declaration.

6.03 Restrictions Concerning Common Areas. There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without prior written consent of the Management Committee. The Management Committee may by rules and regulations prohibit or limit the use of the Common Areas and Facilities as may be reasonably necessary for protecting the interest of all the Owners or protecting the Units or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Management Committee, except as specifically provided herein. Nothing shall be altered on, constructed on, or removed from the Common Areas except upon consent of the Management Committee.

6.04 Miscellaneous Restrictions. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would result in the cancellation of the insurance of the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Management Committee, but for such activity, would pay, without the prior written consent of the Management Committee. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any government body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Management Committee and the other Owners harmless against all loss resulting from any such damage or waste cause by him/her or his/her invitees; provided, however, that any invitee of the Declarant shall not, under any circumstances, be deemed to be an invitee of any other Owner. No noxious, destructive, or offensive activity shall be carried on in any Unit or in the Common Areas or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

6.05 Animals. No livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas. Only normal household pets may be kept in Units.

6.06 No Violations of Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and the Common Areas as adopted from time to time by Management Committee.

6.07 Restrictions on Alterations. No structural alterations to any Unit shall be made by any Owner without the prior written consent of the Management Committee.

6.08 Declarant's Right to Sell Units. Notwithstanding anything contained herein to the contrary, until Declarant has completed and sold all the Units, the Units Owners who have purchased Units from Declarant shall not interfere with the completion of the contemplated improvements and sale of the remaining Units. Declarant may make such use of the unsold Units and the Common Areas as may facilitate such completion and sale, including but not limited to, the maintenance of the sales office, the showing of the Units, and the display of signs.

6.09 Signs. No signs or other advertising shall be displayed which are visible from the exterior of any Unit or on the Common Areas, including "For Sale" signs, except in conformity with the rules and regulations promulgated by the Management Committee.

6.10 Parking. The parking of recreational vehicles or boats or other than operational passenger vehicles within the Project is prohibited unless approved in writing by the Management Committee.

ARTICLE VII

INSURANCE

7.01 Insurance and Bonds. The Management Committee shall secure or caused to be secured and maintained at all times the following insurance and bond coverage with respect to the Project:

(a) A policy or policies of fire and casualty insurance with extended coverage endorsement, for the full insurable replacement value of the entire Project but excluding contents of Units. Such policy or policies shall be made payable to the Committee and all persons holding an interest in the Project or any of the Units, as their interest may appear.

(b) An appropriate fidelity bond coverage for any person or entity handling funds of the Management Committee, including, but not limited to, employees of a professional manager, if any, the amount of such coverage to be not less than the estimated maximum of funds, including reserves, in the custody of such person or entity at any given time during the bond term, all as determined by the Management Committee, but in no event less than a sum equal to three (3) months' aggregate assessments on all Units, plus reserve funds.

(c) A policy or policies insuring the Committee, the Manager, and the Unit Owners against any liability incident to the ownership, use or operation of the Project, or any Unit, which may arise among themselves, to the public, and any invitees or tenants of the Project or of the Unit Owners. Limits of liability under such insurance shall not be less than \$300,000.00 for any person injured, \$1,000,000.00 for all persons injured in any one accident, and \$1,000,000.00 for property damage resulting from one occurrence. Such policy shall be

issued on a comprehensive liability basis and shall provide a cross liability endorsement pursuant to which the rights of the name insured as between themselves are not prejudiced.

7.02 Additional Insurance Provisions. The following additional provisions shall apply with respect to such insurance:

(a) In addition to the insurance described above, the Committee shall secure and at all times maintain insurance against such risk as are or hereafter may be customarily insured against in connection with condominium projects similar to the Project in construction, nature, and use.

(b) The Committee shall have the authority to adjust losses.

(c) Insurance secured and maintained by the Committee shall not be brought into contribution with insurance held by the individual Unit Owners or their Mortgagees.

(d) Each policy of insurance obtained by the Committee shall, if possible, provide: a waiver of insurer's subrogation rights with respect to the Committee, the Manager, the Unit Owners, and their respective servants, agents, and guests; that it cannot be canceled, suspended, or invalidated due to the conduct of any member, officer, or employee of the Committee or the Manager without prior written demand that the defect be cured; and that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Unit Owners.

(e) Any Unit Owner may obtain additional insurance at his/her own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Committee. any Unit Owner who individually obtains insurance covering any portion of the Project (other than for Unit contents) shall supply the Committee with a copy of his/her policy within thirty (30) days after he/she acquires such insurance.

7.03 Unit Owners Content Policies. Each Unit Owner shall be responsible to purchase and maintain in force a condominium/townhome Unit Owner content policy (State Farm HO6 or equivalent) (the "content policy"). All claims for damage to an individual Unit must first be submitted by the Owner on his/her content policy. The Committee will not be required to file claim on its master policy for any damage that would have been covered under an Owner's content policy.

ARTICLE VIII

DAMAGE, DESTRUCTION AND RESTORATION

In the event of damage to or destruction of part or all of the improvements in the Condominium project, the following procedures shall apply:

(a) If proceeds of the insurance maintain by the Management Committee area alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out as quickly as possible.

(b) If less than seventy-five (75%) of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out, and, upon approval of at least fifty percent (50%) of the affected Unit owners all affected Owners shall be assessed equally for any deficiency.

(c) If seventy-five (75%) of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish restoration, and if the Unit Owners within one hundred (100) days after the destruction or damage by vote of at least seventy-five percent (75%) elect to repair or reconstruct the affected improvements, restoration and assessment therefor shall be accomplished in the manner directed under subsection (b), above.

(d) If seventy-five (75%) of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within one hundred (100) days after the destruction or damage by vote of at least seventy-five percent (75%), elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Utah County Recorder a notice setting forth such facts, upon the recording of such notice, the provisions of Section 57-8-31 (1) through (4) of the Act shall apply and govern the rights of all parties having an interest in the Project or any of the Units.

(e) Any reconstruction or repair which is requires to be carried out by this Article shall be accomplished at the instance and direction of the management Committee. any determination which is requires to be made by this Article regarding the extent of the damage to or destruction of Project improvements, shall be made by three qualified appraisers selected by the Management Committee. the decision of any two such appraisers shall be conclusive.

ARTICLE IX MORTGAGE AND MORTGAGEE PROTECTION

9.01 Notice of Mortgage. Any Owner who mortgages his/her Unit shall furnish the Committee the name and address for such Mortgagee, and the Committee shall maintain such information in a book entitled "Mortgages of Units". The Committee shall report to such Mortgagee any unpaid assessments due from the Owner of such Unit at the same time as the Committee make demand on the Owner thereof for payment of such assessment. Each Mortgagee shall also be entitled to written notification from the Committee of any other default by its Owner/Mortgagor in the performance of such Owner's obligations under the term

and provision of this Declaration which shall not have been cured within thirty (30) days after written notice to such Owner/Mortgagor by the Committee specifying such default.

9.02 Right to Examine. A mortgagee shall have the right to examine the books and records of the Association and Committee upon request and to require annual reports of the financial status of the Association.

9.03 Notice of Damage. In the event of substantial damage to or destruction of any Unit or any part of the Common Areas, the Mortgagee of any Unit shall be entitled to timely written notice of any such damage or destruction. No Owner or any other party shall be entitled to priority over such Mortgagee with respect to the distribution to such Unit of any insurance proceeds.

9.04 Notice of Default. Any Mortgagee is entitled to written notification from the Management Committee of any default by the Owner of such unit in the performance on any obligation under the Declaration which is not cured within thirty (30) days.

9.05 Effect of Foreclosure on Liens. Each mortgagee of a Unit who comes into possession of such Unit by virtue of foreclosure of the Mortgage, or by deed or assignment in lieu of foreclosures, or any purchaser at a foreclosure sale, shall take the Unit free of any unpaid claims or assessment and charge against the Unit which accrued prior to the time such holder comes into possession of the Unit, except for claims for a pro-rate share of such assessments or charges resulting from a pro-rate reallocation of such assessments or charges to all Units in the Project, including the mortgaged Unit.

9.06 General Mortgagee Protection. Unless at least seventy-five percent (75%) of the Mortgagees (based on a vote for each Mortgage owned) of Units have given their prior written approval, neither the Management Committee nor the Association of Unit Owners shall:

(a) By act or omission, seek to abandon or terminate the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain;

(b) Change the pro-rate interest or obligation of any Unit for (i) purpose of levying assessments or charges or allocation distribution of hazard insurance proceeds or condemnation awards or (ii) determining the pro-rate share of ownership of each Unit in the Common Areas;

(c) Make any material amendment to the Declaration or to the Bylaws of the Association including but not limited to, any amendment which would change the percentage interest of the Unit Owners in the Common Areas;

(d) By act or omission, seek to amend, partition, subdivide, encumber, sell,

or transfer the Common Areas. The granting of easements for public utilities or for other public purpose consistent with the intended use of the Common Areas of the Project shall not be deemed a transfer within the meaning of this Section; or

(e) Use hazard insurance proceeds for losses to any project property (whether to Unit or to the Common Areas) for other than the repair, replacement, or reconstruction of such improvements, except as provided by the Act in case of substantial loss to the Unit and/or the Common Areas of the Project.

PURSUANT TO SECTION 57-8-15 OF THE ACT, THE ASSOCIATION'S BYLAWS ARE HEREBY EMBODIED IN THIS DECLARATION AS ARTICLES X, XI, AND XII. GENERAL PROVISIONS OF ARTICLE XIII OF THIS DECLARATION SHALL BE APPLICABLE TO BOTH THE DECLARATION AND BYLAWS PROVISIONS, AS THE CASE MAY BE.

ARTICLE X

BYLAWS

MANAGEMENT COMMITTEE

10.01 Status and General Authority. Except as otherwise herein provided, the Condominium Project shall be managed, operated, and maintained by the Management Committee as agent for the Association of Unit Owners. The Committee shall, in connection with its exercise of any of the powers hereinafter provided, constitute a legal entity capable of dealing in the Association's name. the Management Committee shall have, and is hereby granted, the following authority and powers:

(a) The authority without the vote or consent of the Unit Owners or any other person, except for Mortgagees, if required by the terms of their Mortgage, to grant or create on such reasonable terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas and Facilities;

(b) The authority to execute and record, on behalf of all Unit owners, any amendments to the Declaration or the Map which have been approved by the vote or consent of Unit Owners necessary to authorize such amendments as set forth in Section 13.03 of this Declaration.

(c) The power to sue and be sued.

(d) The authority to enter into contracts relating to the Common Areas and other matters over which it has jurisdiction, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained.

(e) The power and authority to convey or transfer any interest in real property, so long as the vote or consent necessary under the circumstances has been obtained, including that of any Mortgagee if required by the terms of its Mortgage.

(f) The power and authority to purchase, or otherwise acquire title to, and interest in real property so long as such action has been authorized by any vote or consent which is necessary under the circumstances.

(g) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out its functions or to ensure that the Project is maintained and used in a manner consistent with the interest of the Unit Owners; and

(h) The power and authority to perform any other acts and to enter into any other transaction, subject to the rights of the Management Committee, which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners. Any instrument executed by the Management Committee relating to the Common Areas of the Project recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

10.02 Composition of Committee: Declarant Control. Until the happening of the first of the following two events, the Management Committee shall be composed of three (3) members, who need not be Owners, selected solely by Declarant:

(a) The expiration of one hundred twenty (120) days following the conveyance of title to Units representing seventy five percent (75%) of the total outstanding Association votes; or

(b) The expiration of three (3) years after the first reconveyance of title to any Unit purchaser.

Provided, however, that Declarant may waive such rights, in whole or in part at any time prior to the occurrence of either or both of the aforesaid events by (i) giving notice to Unit Owners of such waiver, in written recordable form and (ii) filing for record in the Office of the Utah County Recorder a written notice of waive of such rights, whereupon Unit Owners shall promptly hold a meeting to elect a new Management Committee, it being established hereby that the control of the Unit Owners in the Management Committee shall automatically vest thirty (30) days following the date such waiver is recorded. In the event a Committee seat which was filled by an appointee of or by Declarant becomes vacant, Declarant has the right to select a replacement member to sit on the Committee for the balance of the term associated with the vacated seat. In all other cases of vacancy, the remaining Committee members shall elect a

replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected.

10.03 Management Committee, Owners Control: Composition, Election, Vacancies. Subject to the provisions of Section 10.02, above, the Committee shall be composed of three (3) members, two (2) to be elected to a three-year term, one (1) to a one-year term. As members' terms expire, new members shall be elected for three-year terms. Members shall serve on the Committee until their successors are elected. Committee members must be Owners or officers, directors, agents, or employees of non-individual owners. Vacancies in the Committee and said appointees shall serve until the next annual meeting when their successor shall be elected for the unexpired term of the member they were appointed to replace.

10.04 Rights and Duties. The Management Committee, subject to the rights and duties of the Unit Owners, this Declaration, and Bylaws, shall be responsible for the general management and administration of the Project, it is understood that the Committee has the obligation to maintain the Common Areas. However, and notwithstanding anything contained herein to the contrary, in the event of the failure or refusal of the Committee to maintain all the Common Areas of this Project, as contemplated in this Declaration then the Unit Owners shall maintain the same.

10.05 Exterior Maintenance. In connection with its duty to maintain Common Areas, the Committee will provide maintenance upon the exterior of the Building, fencing, carports, and the Common Area as follows: Paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces (including stairs and balconies), trees, shrubs, grass, walks, driveways, parking areas and other exterior improvements except glass surfaces.

10.06 Rights of Delegation to Manager. The Management Committee may carry out any of its functions which are capable of delegation through a Manager. The Manager so engaged shall be responsible for managing the Common Areas and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any such management agreement shall be terminable for cause upon thirty (30) days' notice and may run for a reasonable period from one (1) to three (3) years, renewable by consent of the Association through the Committee. a management agreement negotiated by Declarant shall not exceed two (2) years' duration.

10.07 Payment for Services, Etc. The Management Committee may obtain and pay for the services of such personnel as the Management Committee shall determine to be necessary or desirable for the proper operation of its function in the Project, including the enforcement of this Declaration. The Committee may also hire other persons to furnish snow removal, ground maintenance and other common services to the Project.

10.08 Personal Property Ownership and Use. The Management Committee may acquire and hold for the use and benefit of all the Owners tangible and intangible personal

property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interest in and to the Common Areas and transferable only with the transfer of a Unit.

10.09 Rules and Regulations. The Management Committee may make reasonable rules and regulations governing the operation and use of the Common Areas and of other matters over which it has jurisdiction, which rules, and regulations shall be consistent with the rights and duties established in this Declaration. The Management Committee may suspend any Owner's voting rights at any meeting of Unit Owners or for periods during which such Owner fails to comply with such rules and regulations, or with any other obligations under this Declaration. The Management Committee may also take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations or to obtain damages for noncompliance, all to the extent provided by law.

10.10 Capital Improvements. There shall be no structural alterations, capital additions to, or capital improvements of the Common Areas without the prior approval of the Unit Owners holding a majority of the voting power.

10.11 Extended Rights. The Management Committee may exercise any other rights or privilege given to it expressly by this Declaration or by law and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

10.12 Architectural Control. The Committee shall act in all matters pertaining to architectural control and shall establish rules and procedures for the submitting plans for approval of any proposed construction, alteration, remodeling, etc., involving any Unit.

10.13 Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Unit Owners against all cost, expenses, and liabilities whatsoever (excluding fraudulent and/or criminal actions) including, without limitation, attorney's fees reasonable incurred by him/her in connection with any proceeding to which he/she may become involved by reason of his/her being or having been a member of said Committee.

ARTICLE XI

BYLAWS

ASSOCIATION VOTING, MEETINGS AND OFFICERS

11.01 Voting. The Association shall have a total of twenty-four (24) votes, one (1) for each Unit.

11.02 Multiple ownership Interest. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine between or among themselves, but in no event shall more than the total number of votes appurtenant to such Unit be cast with respect to any issue. A vote cast at any Association meeting or by written consent by any such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Unit concerned unless an objection is made at the meeting or in writing by another Owner of the same Unit, in which event no vote will be counted with respect to such Unit except to determine the presence or absence of a quorum.

11.03 Place of Meeting. Meeting of the Association shall be held at such suitable place convenient to the Owners as may be designated by the Management Committee in its notice.

11.04 Annual Meetings. Annual meetings of Members of the Associations shall be held on such day, month, and time as is set forth in the notice therefor; provided that after the first such annual meeting, a month other than that chosen for the first meeting may be chosen if it is deemed by the Members to be more convenient. At such annual meetings there shall be elected members of the Management Committee, as needed pursuant to the provision of this Declaration. Financial and budget reports shall also be present at such meetings as well as other business of the Association properly placed before each meeting.

11.05 Special Meetings. The President shall call a special meeting of the Owners as directed by a resolution of the Management Committee or on a petition signed by Owners holding at least one-fourth (1/4) of the total votes of the Association and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice thereof unless consented to by at least a majority of the Owners present, either in person or by proxy.

11.06 Notice of Meetings. The Secretary shall mail a notice of each annual or special meeting stating the purpose thereof as well as the time and place of the meeting to each Owner of record at least ten (10), but not more than twenty (20), days prior to such meeting. The mailing of notice by prepaid U.S. Mail or by delivery in person shall be considered notice served.

11.07 Quorum. Owners present at any meeting of Members duly called pursuant to notice shall constitute a quorum at all meetings, both annually and special; provided, however, that such Members collectively be entitled to cast at least one-half (1/2) of the total Association votes eligible to vote.

11.08 Adjourned Meetings. If any meeting of Owners cannot be organized because a quorum is not present, the Owners who are present either in person or by proxy may adjourn

the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called at which time the requirements for a quorum shall be reduced by one-half that required in Section 11.07.

11.09 Officers. The Association shall have a President, a Vice President and a Secretary/Treasurer all of whom shall be elected by and from the Management Committee. the Committee may appoint an Assistant Secretary and Assistant Treasurer. Only the offices of Secretary and Treasurer may be filled by the same person. The officers shall be elected by the Management Committee in an organizational meeting of the Committee immediately following each annual meeting of Members at which the new Management Committee has been elected.

(a) **President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Management Committee. he/she shall have all of the general powers and duties that are usually vested in the office of president of a similar type association.

(b) **Vice President.** The Vice President shall take the place of the President and preform his/her duties whenever the President shall be absent or unable to act. If neither the President nor Vice President is able to act, the Management Committee shall appoint some other Member of the Committee to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed on him/her by the Management Committee.

(c) **Secretary.** The Secretary shall keep the minutes of all meeting of the Management Committee and the minutes of all meeting of the Association. He/she shall have charge of such books and records as the Management Committee may direct, and he/she shall, in general, perform all duties incident to the office of secretary of a similar type association.

(d) **Treasurer.** The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He/she shall be responsible for the deposit of all money and any other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Management Committee.

ARTICLE XII

BYLAWS

ASSESSMENTS

12.01 Agreement to Pay Assessments. Each Owner of a Unit, by the acceptance of a deed or contract therefor, whether or not it be so expressed in the deed or contract, shall be

deemed to covenant and agree with all other Unit Owners and with the Management Committee to pay annual assessments for the purposes provided in this Declaration, and special assessments for capital improvements and other matters as provided in the Declaration. Such assessments shall be fixed, established, and collected from time to time in the manner provided herein by the Management Committee which alone shall have such power to assess.

12.02 Basis of Assessments. All assessments shall be uniform in application. The total annual assessments against all Units shall be based upon a budget of advance estimate of cash requirements by the Management Committee to provide for the payment of all estimated Common Expenses growing out of or connected with the maintenance and operation of the Common Areas and/or the Project, which estimates may include among other things, expenses of management, taxes and special assessments, if any, levied by governmental authorities; premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto; common lighting, water, repair, and maintenance of the Common Areas; wages for employees of the Committee; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve; surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Committee for the benefit of the Owners or by reason of the Declaration.

12.03 Apportionment of Expenses. Expenses attributed to the Common Areas and to the Project as a whole shall be apportioned among all Units in proportion to their respective undivided interest in and to the Common Areas; provided, however, that for this purpose Declarant shall be deemed to own only the undivided interest in the Common Areas based upon Units which have been completed but not yet conveyed by Declarant.

12.04 Method, Payment of Assessments, Etc. Annual assessments shall be made on a calendar year basis. The Committee shall give written notice to each Owner of to the amount of the annual assessment with respect to his/her Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year; provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the day fixes by the Committee as the date of commencement of the assessment. Such annual assessments may be paid in twelve (12) equal monthly payments. The first such monthly assessment shall become due and payable upon the date a Unit Owner purchases his/her Unit, whether by conveyance of title or by entering into a contract of sale and purchase, and thereafter each monthly payment shall be due and payable on the first day of each month and every month, in advance. The Committee may, if it is deemed best to alleviate administrative time and effort, require that the annual assessment be paid in four (4) quarterly installments, in advance. Each monthly payment shall be subject to a reasonable late fee as established by the Committee but not to exceed \$20.00 and shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within ten (10) days after such date.

12.05 Initial Fee. In addition, each Owner (other than Declarant), shall be required to prepay at the time of Unit purchase, **whether as a first time or subsequent Owner**, a one-time sum equal to three times the then monthly installment of the annual assessment. Such fee shall

become part of the Association's general fund to be utilized as necessary and shall be in addition to the monthly installment which shall commence as to an Owners when he becomes an Owner.

12.06 Maximum Annual Assessment. Until January 1 of the calendar year immediately following the conveyance of the first Unit to an Owner, the maximum annal assessment per Unit shall be as established by the Committee's budget prepared pursuant to the provision of Section 12.02. From and after January 1 of the calendar year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased each calendar year thereafter by no more that fifteen percent (15%) above the maximum annual assessment for the previous year without the vote of Owners entitled to cast the number of Association votes required to amend this Declaration.

12.07 Special Assessments. In addition to the annual assessment authorizes hereunder, the Management Committee may levy in any assessment year special assessments, subject to the provision of Section 10.10, above, payable over such period as the Management Committee 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 Common Areas of the Project or any other part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Management Committee to incur expenses but shall be construed to prescribe that manner of assessing for expenses authorized herein. Any amount assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interest in and to the Common Areas. Declarant's interest in and to the Common Areas shall be determined on the same basis set forth in Section 12.03, above. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners, an no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment, or any portion thereof as determined by the Committee, shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

12.08 Liens for Unpaid Assessments. All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, and all cost and expenses incurred, with or without suit or before or after judgement, in collecting delinquent accounts or foreclosing against the Condominium Units concerned, shall be secured by lien on such unit in favor of the Association and, upon recording of a notice of lien by Management Committee, shall be a lien upon the Unit prior to all other liens and encumbrances, recorded or unrecorded, except:

(a) Tax and special assessments liens on the Unit in favor of any assessing agency or special improvement district; and

(b) Liens of Mortgagees; and

(c) Any other encumbrances on the interest of the Unit Owner recorded prior to the date notice of the lien provided for herein is recorded, which by law would be a lien prior to subsequently recorded encumbrances.

To evidence a lien for sums assessed pursuant to this Article, the management Committee shall prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such notice shall be signed by or on behalf of the Management Committee and may be recorded in the Office of the County Recorder of Utah County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by foreclosure by the Management Committee in same manner in which a mortgage or trust deed on real property may be foreclosed in Utah. In any such foreclose, the owner shall be required to pay the cost and expenses of such proceeding, the cost, and expenses of filing the notice of lien, and all reasonable attorney's fees. All such costs, expenses and fee shall be secured by the lien being foreclosed. The lien shall also secure, and the Owner shall also be required to pay to the Management Committee any assessments against the Unit which shall become due during the period of foreclose. The Management Committee shall have the right and the power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and, if it is the purchaser, to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the subject Condominium Unit as the Owner thereof.

12.09 Release of Lien. A release of notice of lien shall be executed by the Management Committee and recorded by or for the benefit of and at the expense of the Unit Owner in the Officer of the County Recorder of Utah County, Utah, upon payment of all sums owed and secured by a lien which has been made the subject of a recorded notice of lien.

12.10 Payment by Encumbrancer. Any encumbrancer holding a lien on a Unit may, but shall not be required to, pay any amount secured by the lien created by this Article, and upon such payments such encumbrance shall be subrogated to all rights of the Management Committee with respect to such lien, including priority. The Management Committee, upon written request and evidence of such encumbrance, shall report to any encumbrancer of a Unit any unpaid assessment remaining unpaid for longer than thirty (30) days after the same shall have become due.

12.11 Personal Obligation of Owner. The amount of any annual or special assessment against any Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgement for such personal obligation shall be maintainable by the Management Committee, as agent for the Association, without foreclosing or waiving the lien securing the same. No Owner may avoid, diminish, or abate such personal obligation by waiver of the use and enjoyment of any of the Common Areas, by abandonment of his/her Unit. Or by making a claim for inconvenience or discomfort caused by construction or repairs within the Project.

12.12 Information Concerning Unpaid Assessments. Upon payment of a reasonable fee not to exceed Ten Dollars (\$10.00) and upon written request of any Owner, Mortgagee, prospective Mortgagee or prospective purchases of a Unit, the Management Committee shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit; the amount of the current annual assessment and the portion thereof, if any, which has theretofore been paid; and credit for advance payments of prepaid items, including but not limited to, an Owner's share of prepaid insurance premiums. Such statement shall be conclusive upon the Management Committee in favor of persons who rely thereon in good faith.

12.13 Purchaser's Obligation. A purchaser of a Unit shall be jointly and severally liable with the seller thereof for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

ARTICLE XIII

GENERAL PROVISIONS

13.01 Enforcement. Each Unit Owner shall comply strictly with the provisions of the Declaration, the Bylaws, the administrative rules and regulations promulgated pursuant thereto as the same may be lawfully adopted from time to time, and with the decision adopted pursuant to this Declaration, Bylaws and such administrative rule and regulations. Defaulting Unit Owners shall pay all cost and expenses incurred in enforcing the provisions hereof, including reasonable attorney's fees and cost and moneys paid and due for damages or injunctive relief, or both, maintainable by the Management Committee on behalf of the Association of Unit Owners, or in a proper case, by an aggrieved Unit Owner.

13.02 Party Walls. Each wall which is built as a part of the original construction of the Units upon the Project and placed on the dividing line between Units shall constitute a party wall, and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

13.03 Amendments. Except as provided below, the vote of at least a majority of the undivided ownership interest in and to the Common Areas and Facilities shall be required to expand or otherwise amend this Declaration (including the association Bylaws set forth herein) or the record of the Survey Map. Any amendments so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee shall certify that the vote required by this Section for amendment has occurred. Notwithstanding the above, until Units representing seventy-five percent (75%) of the undivided ownership interest in the Project have been sold, Declarant alone shall have and is hereby vested with the right to effect such amendments; provided, however, that during any period of time in which Declarant controls the Association and select the management

Committee, any such amendments must also be approved by the Secretary of the Department of Veterans Affairs or by the Secretary of the Department of Housing and Urban Affairs if either of said agencies are providing government loan guaranties to any of the Owners. Such right in Declarant to amend shall obtain without regard to the subject matter of amendment, so long as the amendment involved is consistent with the Act.

13.04 Consent Equivalent to Vote. In those cases in which the Act or Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for the authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consent in writing to such transaction from Unit Owners who collectively hold at least the necessary percentage of the undivided ownership interest.

13.05 Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land, and/or equitable servitudes, as the case may be, and shall be binding upon and inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, lessees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a unit shall comply with, and all interests in all Units shall be subject to, the terms of the Act, the provisions of this Declaration and the rules, regulations, agreements, instruments, and determinations contemplated by this Declaration, and failure to comply therewith shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Committee on behalf of the Association of Unit Owners, or, in a proper case, by an aggrieved Unit Owner. By acquiring any interest in a unit or in the Project, the party acquiring such interest consents and agrees to be bound by each and every provision of the Declaration.

13.06 Agent for Service of Process. Jeremy Washburn, whose address is _____, is designated initially as the person to receive service of process in cases authorized by the Act; provided, however, that the Management Committee shall have the right to appoint a successor agent for service of process who shall be a resident of Utah County. Such successor and his or her address shall be specified by an appropriate amendment filed in the Office of the Recorder of Utah County, Utah.

13.07 Waiver. No provision contained in the Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of time lapse or the number of violations or breaches which may occur.

13.08 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural and the plural the singular. The use of any gender shall include all genders.

13.09 Severability. If any of the provision of the Declaration or any Article or Section, sentence, clause, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity if the remainder of the Declaration, and the

application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected by such invalidity.

13.10 Topical Headings. The headings appearing at the beginning of the Sections or Articles of the Declaration are only for the convenience of reference and are not intended to describe, interpret, define, or otherwise affect the content, meaning or intent of this Declaration or any Section or provision hereof.

13.11 Effective Date. This Declaration shall take effect upon recording in the Office of the County Recorder of Utah County, Utah.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed the day and year first set forth above.

DECLARANT:

SHELLY LANE LLC

By _____
_____, Manager/Member

STATE OF UTAH }
 :SS
COUNTY OF UTAH }

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ in the representative capacity indicated.

Notary Public

Exhibit A

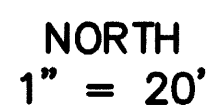
SHELLY LANE CONDOMINIUMS
8-19-2026

Commencing at a point located South $00^{\circ}38'24''$ East along the Section line 277.20 feet and West 686.86 feet from the East quarter corner of Section 10, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South along 100 West Street 162.61 feet; thence South $89^{\circ}29'15''$ West along Clayton Apartments Plat "A", 341.02 feet; thence North $00^{\circ}38'39''$ West 68.14 feet; thence South $89^{\circ}54'31''$ West 103.05 feet; thence North $00^{\circ}21'34''$ West 98.76 feet; thence North $89^{\circ}37'24''$ East 445.40 feet to the point of beginning.

Area = 1.51 Acres

Exhibit B

unit number	share of common area	votes
101	4.18	1
102	4.17	1
103	4.16	1
104	4.16	1
201	4.18	1
202	4.17	1
203	4.16	1
204	4.16	1
301	4.18	1
302	4.17	1
303	4.16	1
304	4.16	1
401	4.18	1
402	4.17	1
403	4.16	1
404	4.16	1
501	4.18	1
502	4.16	1
503	4.16	1
504	4.16	1
601	4.18	1
602	4.16	1
603	4.16	1
604	4.16	1
Total	100%	24



STATE PLANE COORDINATES

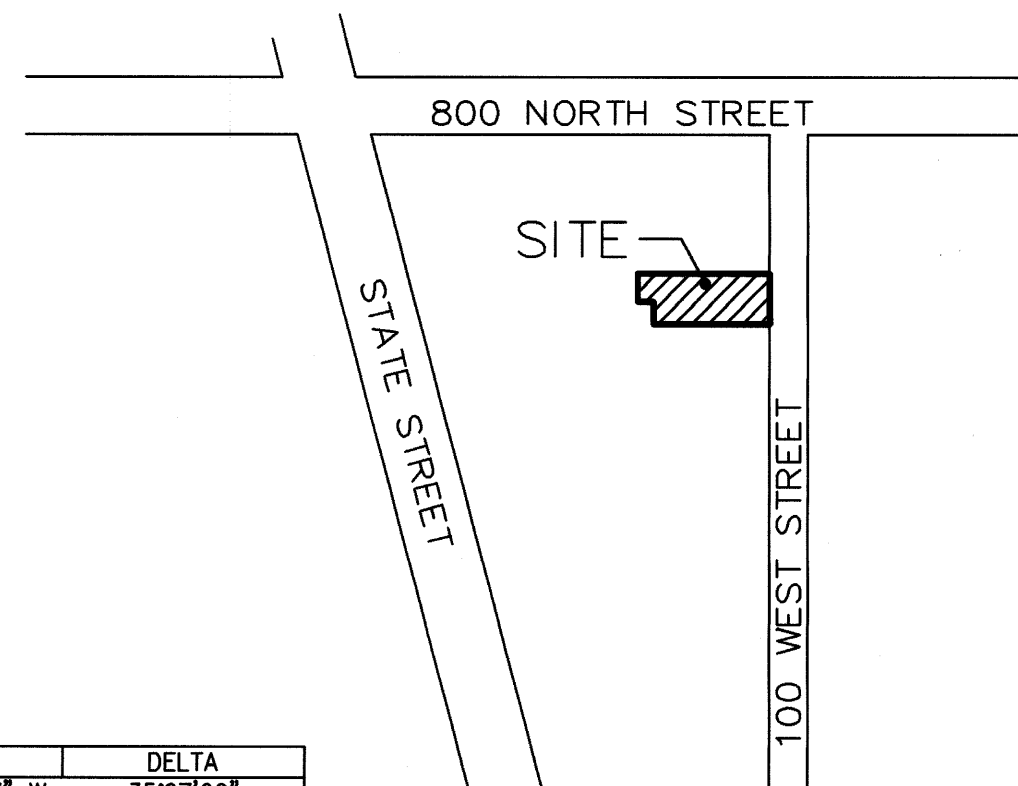
NO.	NORTHING	EASTING
A	720, 723. 6000	1, 945, 606 1700
B	720, 446. 5040	1, 944, 922. 6080
C	720, 283. 9446	1, 944, 932. 6087
D	720, 280. 6961	1, 944, 591. 7087
E	720, 455. 0151	1, 944, 380. 9879
F	720, 344. 8510	1, 944, 477. 9711
G	720, 443. 5761	1, 944, 477. 3519
H	720, 436. 0072	1, 944, 899. 7727
J	720, 436. 0072	1, 944, 828. 4798
K	720, 975. 3258	1, 944, 799. 7327
L	720, 375. 5258	1, 944, 828. 4798
K	720, 330. 6983	1, 944, 756. 6347
M	720, 330. 6983	1, 944, 685. 3418
N	720, 330. 6983	1, 944, 676. 1404
O	720, 330. 6983	1, 944, 604. 8475
P	720, 434. 9570	1, 944, 740. 0623
Q	720, 434. 9570	1, 944, 668. 7694
R	720, 433. 9906	1, 944, 593. 0164
S	720, 433. 9906	1, 944, 521. 8635

T-TABLE

LINE	DIRECTION	DISTANCE
T1	N 54°52'54" E	7.62'

CURVE DATA TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00'	12.26'	6.33'	12.07'	S 72°26'27" W	35°07'06"
C2	20.00'	12.26'	6.33'	12.07'	N 72°26'27" E	35°07'06"



EAST QUARTER CORNER
SECTION 10,
TOWNSHIP 6 SOUTH
RANGE 2 EAST
S.L.B. & M.

SURVEYOR'S CERTIFICATE

I, ROGER D. DUDLEY, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 147089, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THE DESCRIPTION BELOW CORRECTLY DESCRIBES THE LAND SURFACE UPON WHICH CONSTRUCTED SHELLY LANE PLAT "A" PLANNED UNIT DEVELOPMENT. I FURTHER CERTIFY THAT THE REFERENCE MARKERS SHOWN ON THIS PLAT ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR RE-ESTABLISH THIS SURVEY.

BOUNDARY DESCRIPTION

COMMENCING S 00°38'24" E ALONG THE SECTION LINE 277.20 FEET AND WEST
686.86 FEET FROM THE EAST QUARTER CORNER OF SECTION 10,
 TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE AS FOLLOWS

[illegible]

AREA = 1.51 Acres.

BASIS OF BEARING = S 00° 38' 24" E ALONG THE SECTION LINE

DATE July 16, 1997 SURVEYOR [Signature]
(See Seal Below)

OWNER'S CERTIFICATE AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AS SHELLY LAKE PLANNED UNIT DEVELOPMENT LOCATED ON SAID TRACT OF LAND HAVE CAUSED A SURVEY TO BE MADE AND THIS RECORD OF SURVEY MAP CONSISTING OF 1 SHEET TO BE PREPARED, DO HEREBY GIVE OUR CONSENT TO THE RECORDATION OF THIS RECORD OF SURVEY MAP. IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 5 DAY OF NOVEMBER, A.D. 1998.

Betty P. Washburn BETTY P. WASHBURN
Jerry C. Washburn JERRY C. WASHBURN

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF UTAH) S. S.

ON THE 3 DAY OF November A. D. 1998 PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES: 3-1-2000 
NOTARY PUBLIC

UTILITY DEDICATION

JERRY C. WASHBURN & BETTY P. WASHBURN, OWNERS(S) OF THE PARCEL OF LAND WHICH IS SHOWN UPON THE PLAT OF _____, SHELLY LANE, PLANNED UNIT DEVELOPMENT CONSENT TO THE PREPARATION AND RECDORATION OF THIS PLAT AND DOES HEREBY OFFER AND CONVEY TO ALL PUBLIC UTILITY AGENCIES AND THEIR SUCCESSORS AND ASSIGNS A PERMANENT EASEMENT AND RIGHT-OF-WAY AS SHOWN BY THE AREAS MAILED UTILITY EASEMENT AND "PRIVATE STREETS" ON THE WITHIN PLAT, FOR THE CONSTRUCTION AND MAINTENANCE OF SUBSTATIONS, ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER AND WATER LINES APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THERE TO.

RESERVATION OF COMMON AREAS

JERRY C. WASHBURN & BETTY P. WASHBURN, IN RECORDING THIS PLAT OF SHELLY LANE, PLANNED UNIT DEVELOPMENT, HAVE DESIGNATED CERTAIN AREAS OF LAND AS "PRIVATE STREETS AND COMMON AREAS, INTENDED FOR THE USE BY THE IN SHELLY LANE, PLANNED UNIT DEVELOPMENT AREAS, ARE NOT DEDICATED HEREBY FOR THE USE BY THE GENERAL PUBLIC BUT ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS IN SHELLY LANE, P.U.D. AS MORE FULLY PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SHELLY LANE, PLANNED UNIT DEVELOPMENT, SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS OFFICIAL PLAT AND BE RECORDED IN THE OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

PLANNING COMMISSION APPROVAL

APPROVED THIS 16th DAY OF July, A.D. 1999, BY THE OREM CITY
PLANNING COMMISSION

Stephen H. Hanks
PLANNING DIRECTOR

Les Sisson
CHAIRMAN PLANNING COMMISSION

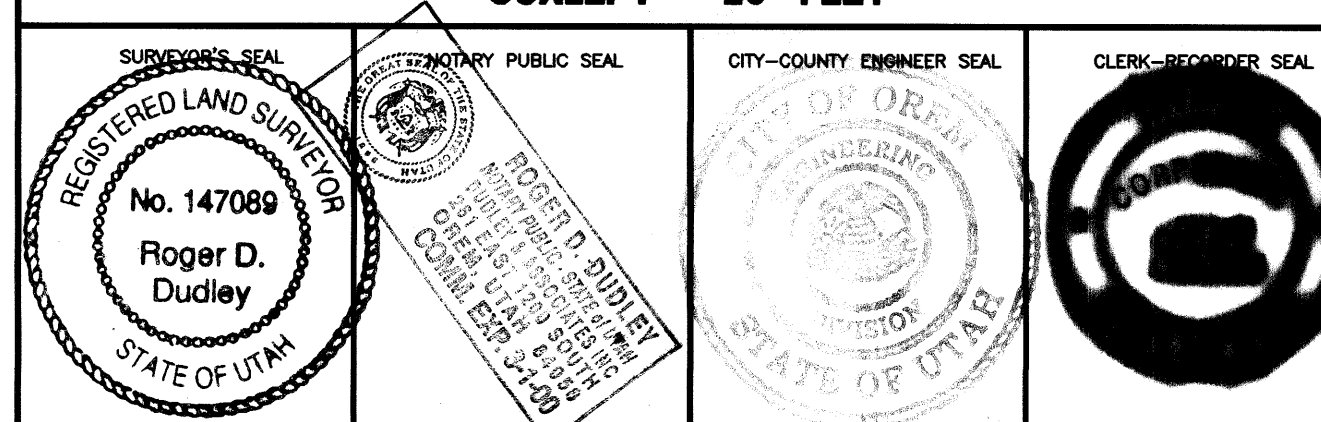
SHELLY LANE

ENT 118027 Map # 7801
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1998 Nov 16 2:51 pm FEE 36.00 BY SS
RECORDED FOR DREM CITY

PLANNED UNIT DEVELOPEMENT

OREM CITY _____ **UTAH COUNTY, UTAH**

SCALE, 1' = 20 FEET



OCCUPANCY RESTRICTION NOTICE

THE CITY OF OREM HAS AN ORDINANCE WHICH RESTRICTS THE OCCUPANCY OF BUILDINGS WITHIN THIS PLANNED UNIT DEVELOPMENT, ACCORDINGLY, IT IS UNLAWFUL TO OCCUPY ANY BUILDING LOCATED WITHIN THIS PLANNED UNIT DEVELOPMENT WITHOUT FIRST HAVING OBTAINED A CERTIFICATE OF OCCUPANCY ISSUED BY THE CITY.

CONDITIONS OF APPROVAL

ACCEPTANCE BY THE CITY OF OREM

THE CITY OF DREM, COUNTY OF UTAH, APPROVES THIS PLANNED UNIT DEVELOPMENT 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 5 DAY OF August A. D. 1997.

R-97-0092

BY RESOLUTION NO. _____

[Signature]

CITY ENGINEER

ATTEST

[Signature]

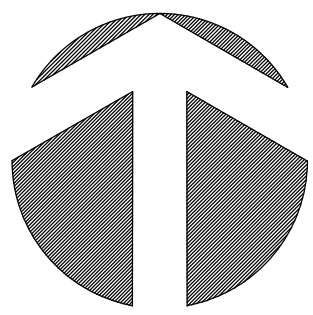
MAYOR

[Signature]

Melody Downey

CITY RECORDER

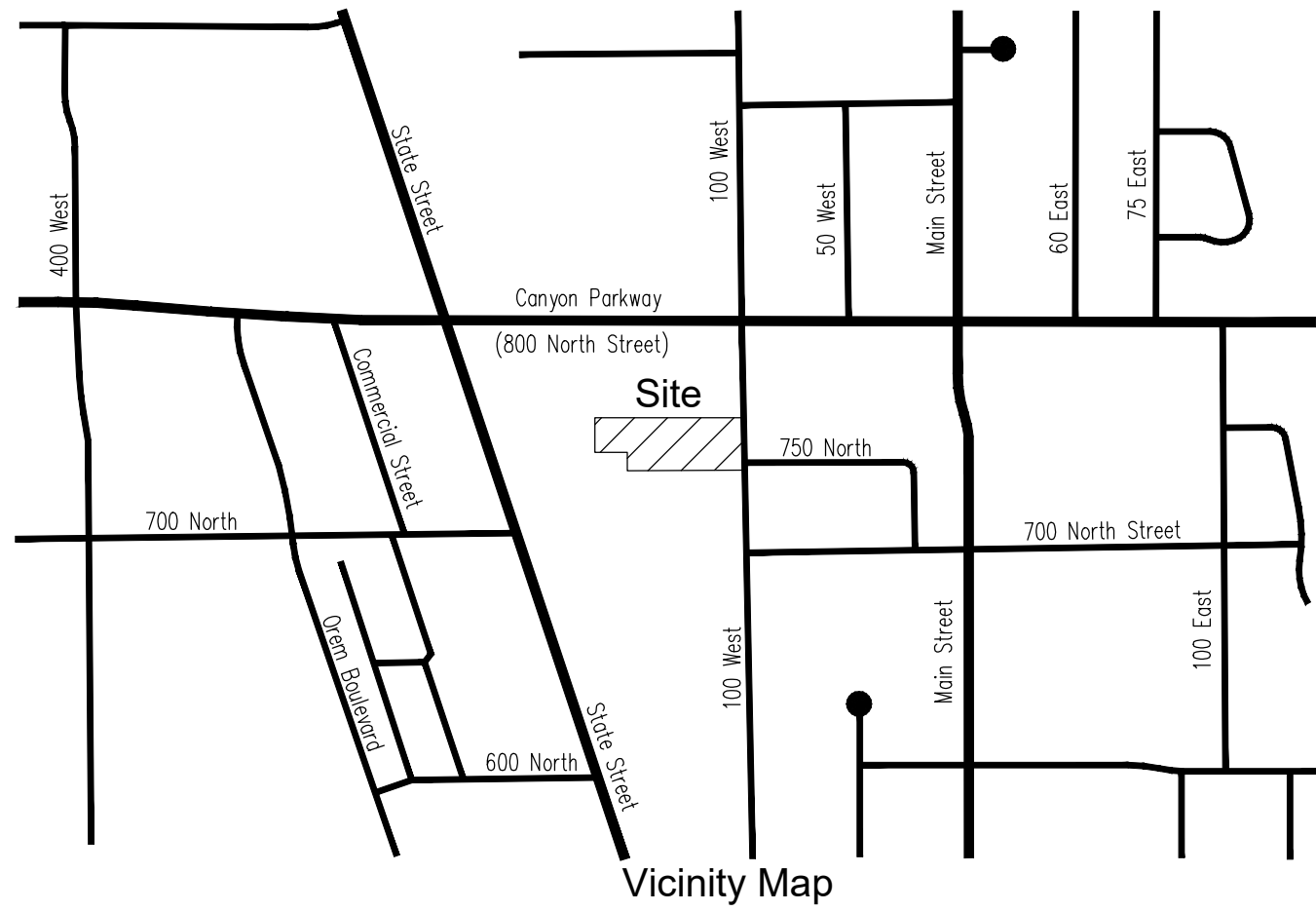
7801-91



NORTH
1" = 20'

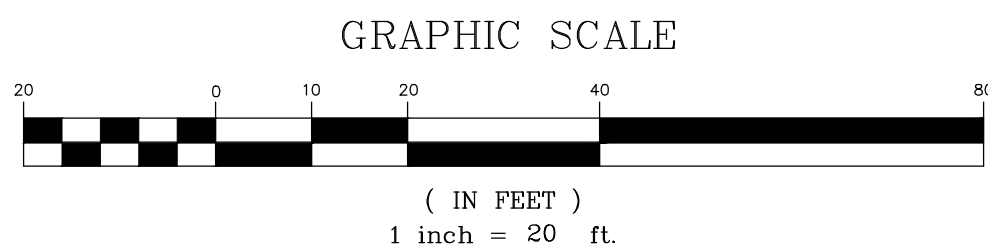
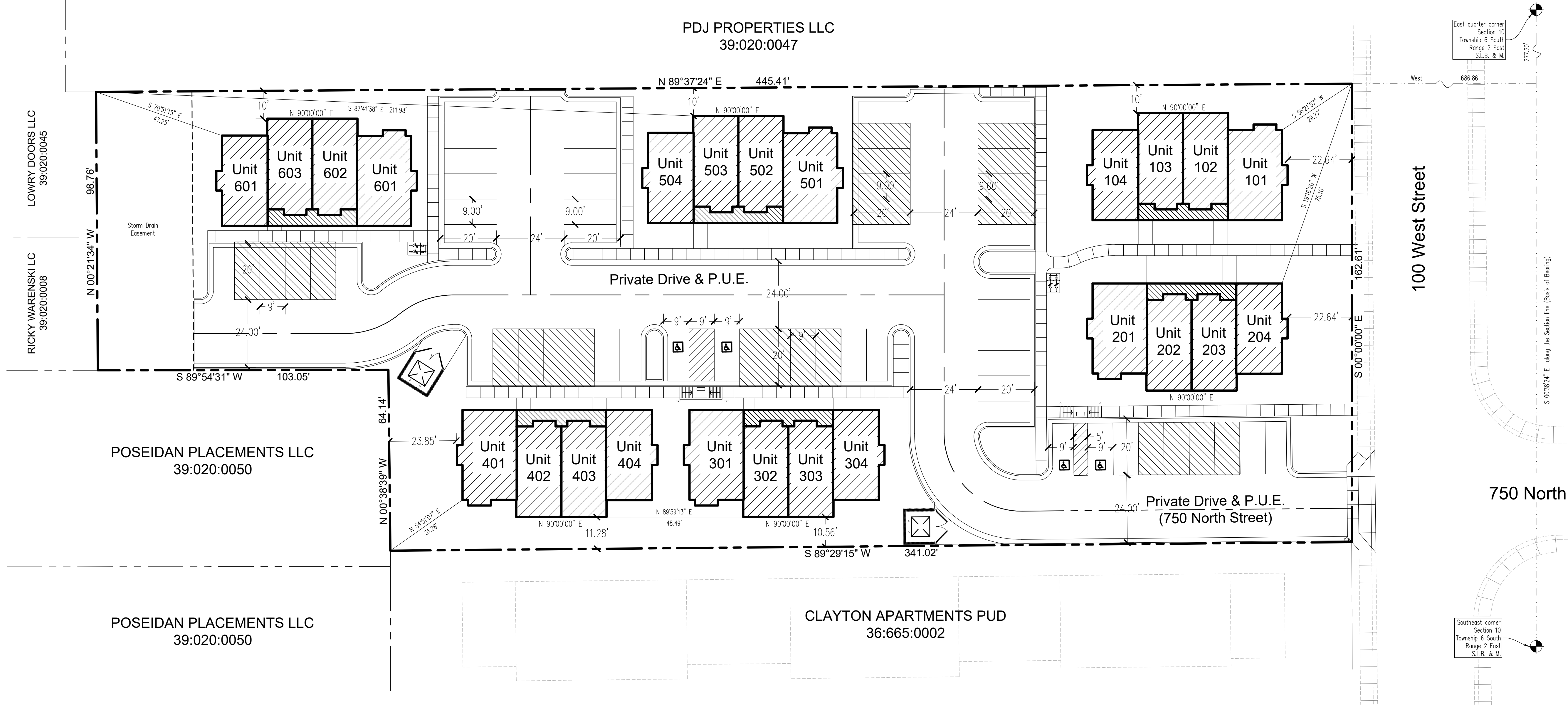
Shelly Lane Condominiums

Including a Vacation of Shelly Lane Planned Unit Development
Located in the Southeast quarter of Section 10, Township 5 South,
Range 2 East, Salt Lake Base and Meridian



Vicinity Map

PDJ PROPERTIES LLC
39:020:0047



Prepared by:

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264

Notes

- This Planned Unit Development Plat contains a private drive as shown. Private Drives are not owned, maintained, or repaired by the City of Orem.
- All common and private drive areas shown on this plat are subject to a Public Utilities, Drainage, and irrigation agreement for installation and maintenance of improvements and such association to assess the members to repair streets, landscaping, etc. where needed to repair or replace the public utilities.
- All power and water improvements are public and maintained by the City of Orem up to and including the meters. All fire hydrants and their appurtenances within this plat are public and are maintained by the City of Orem.
- The Association shall be responsible for repairing, restoring, or replacing private streets, landscaping, or other private improvements contained within this subdivision resulting from damage or disruption caused by the City of Orem in installing, maintaining, repairing, or replacing power, water, sewer and drainage improvements.
- In addition to the annual and special assessments for the maintenance of common non-public improvements contained within the subdivision, the association shall levy such assessments as may be necessary from time to time to repair, restore, or replace private streets, landscaping, or other private improvements contained within this subdivision resulting from damage or disruption caused by the City of Orem in installing, maintaining, repairing, or replacing power, water, sewer and drainage improvements.
- In recording this plat, easements are hereby granted within all common areas within the plat and the up to the building of all units for installation, access, maintenance, and repair of all utilities including natural gas, cable TV, telephone, water, power, and for sewer and drainage improvements.

Approved as to Form

City Attorney

Date

Plat Vacation Notice

The City of Orem is satisfied that neither the public nor any person will be materially injured by the Vacation of Shelly Lane Planned Unit Development. Shelly Lane Planned Unit Development is a hereby Vacated.

Conditions of Approval

Occupancy Restriction Notice

The City of Orem has an Ordinance which restricts the occupancy of buildings within this subdivision. According, it is unlawful to occupy any building located within this subdivision without first having obtained a certificate of occupancy issued by the City.

Surveyor's Certificate

I, Roger D. Dudley, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 147089 as prescribed under the laws of the State of Utah. I further certify: that at the request of the owner of the below-described land, I performed a Survey of said land: that the boundary description below correctly describes the land surface upon which will be constructed Shelly Lane Condominiums, A Utah Condominium Project, that the record of survey map for said Condominium Project, consisting of two (2) page(s), is accurate and complies with the provisions of Section 57-8-13(1) of the Utah Condominium Ownership Act; and that the reference markers shown on said map are located as shown and are sufficient to readily retrace or reestablish this survey.

Boundary Description

Commencing at a point located South 00°38'24" East along the Section line 277.20 feet and West 686.86 feet from the East quarter corner of Section 10, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South along 100 West Street 162.61 feet; thence South 89°29'15" West along Clayton Apartments Plat "A", 341.02 feet; thence North 00°38'39" West 68.14 feet; thence South 89°54'31" West 103.05 feet; thence North 00°21'34" West 98.76 feet; thence North 89°37'24" East 445.41 feet to the point of beginning.

Area = 1.51 Acres

Basis of Bearing is South 00°38'24" East along the Section line from the East quarter corner to the Southeast corner of said Section 10.

Date

Professional Land Survey
(See seal below)

Owner's Certificate and Dedication

The Undersigned owner ("owner", without regard to number of gender) of the above-described Land hereby certifies that: owner has caused a survey to be made of said land and this record of Survey Map ("Map") and Declaration of Condominium ("Declaration") to be prepared for Shelly Lane Condominiums, A Utah Condominium Project (the "Project"); owner hereby consents to the concurrent recordation of the Map and Declaration and hereby submits the described land to the provisions of the Utah Condominium Ownership Act; owner hereby dedicates any public streets reflected on the map for the use by the General Public and Declares all other driveways or private streets reflected on the Map to be private and intended for use only by owners of Condominium Units within the project, their guests and invitees, as reflected in the provisions of the declaration.

Owner's Acknowledgement (LLC)

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who personally appeared before me, who being duly sworn or affirmed, did say that he/she is the _____ of _____ a Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said Company, and in his/her capacity as _____ of _____ Limited Liability Company.

My Commission Number _____

Signed (a Notary Public Commissioned in Utah)

My Commission Expires _____

Print name of Notary

Reservation of Common Areas

The undersigned owner, in recording this Record of Survey Map, has designated certain areas of land as Private Driveways, Streets and other common areas intended for use by owners of the Condominium Units within the project, their guests and invitees, and are hereby reserved for their common use and enjoyment as more fully set forth and provided in the provisions of the Declaration of Condominium applicable to the project.

Dated: _____ 20____.

Owner: _____

By: _____

President

General Partner (if partnership)

Manager (if limited liability company)

Acceptance by the City of Orem

Approved this _____ day of _____, by Orem City, approves this subdivision and hereby accepts the dedication of all Streets, Easements, and other Parcels of land intended for public purposes for the perpetual use of the public. The City recognizes that this plat clarifies ownership of property with the dedication shown hereon this _____ day of _____ A.D.

Approved: _____
City Engineer

Approved: _____
City Recorder

Approved: _____
Clerk / Recorder

Planning Commission Approval

Approved this _____ day of _____, AD, by the Orem City Planning Commission.

Director — Secretary

Chairman, Planning Commission

Resolution No.

SHEET 1 OF 2 SHEET(S)

Amended

Shelly Lane Condominiums

Including a Vacation of Shelly Lane Planned Unit Development
Located in the Southeast quarter of Section 10, Township 5 South,
Range 2 East, Salt Lake Base and Meridian

Orem City, _____

Scale: 1" = 20 Feet

Utah County, Utah

SURVEYOR'S SEAL

NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEAL

CLERK-RECORDER SEAL

	Planning Commission September 17, 2026	5.1 Rezone, 1075 S 1675 West
	PUBLIC HEARING – Zone Map Amendment Request to rezone the property located generally at 1075 South 1675 West from CM, Controlled Manufacturing to M1, Light Manufacturing. (Approximately 9.29 acres.)	Prepared By: Jared Hall Applicant: Bart Boggess, Union Fort Properties

Notices:

Posted in 2 public places
Posted on City Webpage and City hotline
Posted at Utah.gov/pmn
notices sent to property owners within a 1,000-foot radius

Site Information:

General Plan Designation:
Light Industrial, LI
Current Zone: **CM**
Proposed Zone: **M1**
Acreage: **9.49 acres**
Neighborhood: **Sunset Heights West**

Action:

The Planning Commission is the recommending body for this requested amendment, and may:

Forward a positive recommendation of the proposed change of zoning.

Forward a negative recommendation of the proposed change of zoning.

Continue the hearing to a future date to allow for further review, additional information, or public comment.

REQUEST: The applicant requests that the Planning Commission forward a positive recommendation to the City Council to amend Article 22-5-3(A) and the Zoning Map or Orem City by rezoning 9.29 acres of property located generally at 1075 S. 1675 West from CM, Commercial Manufacturing to M1, Light Manufacturing.

BACKGROUND: The applicants have submitted a request to rezone the property at 1075 South 1675 West from the CM Zone to the M1 Zone. The request is to facilitate a plan to develop Flex Space units on the west undeveloped part of the property while keeping the existing buildings already developed there. The CM Zone requires a larger buffer that would make this impossible. A concept plan for the additional development has been submitted with the request to rezone.

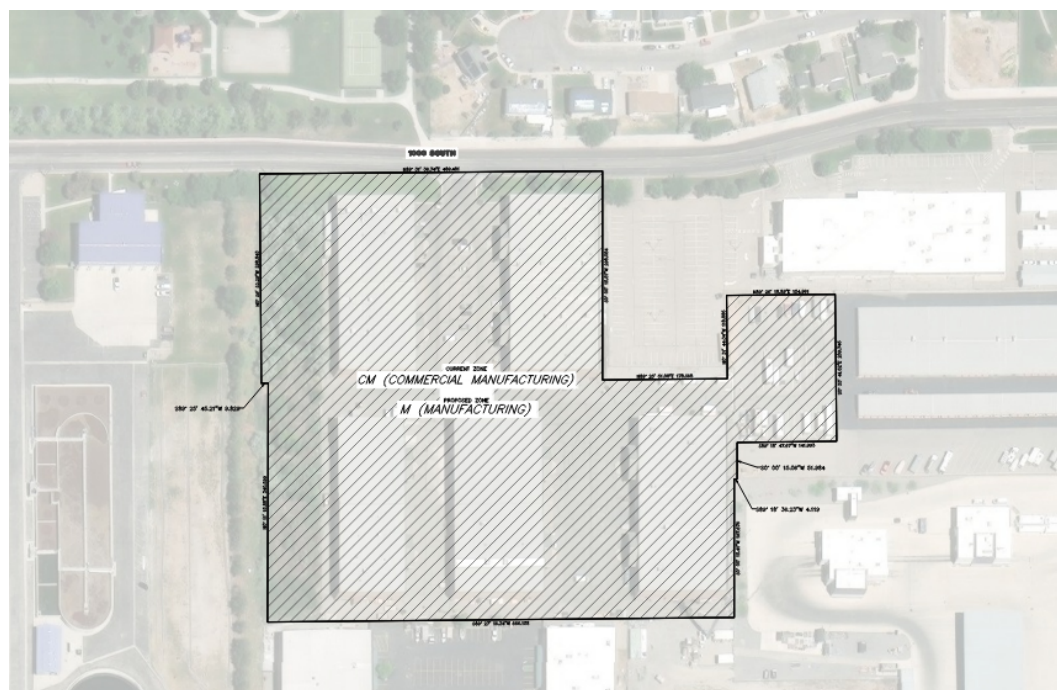


Figure 1: Subject Property, area to consider rezoning at 1075 South 1675 West

REVIEW & ANALYSIS:

General Plan– The property is designated “LI, Light Industrial” on the Future Land Use Map. The requested zoning (M1, Light Manufacturing) meets the general plan intention of retaining “the ability to buffer and protect adjacent residential uses.” (Orem General Plan, 2.1.3) The area surrounding the subject property is mostly

located within the Light Industrial category. However, to the north across 1000 South, is Low and Medium Density Residential.

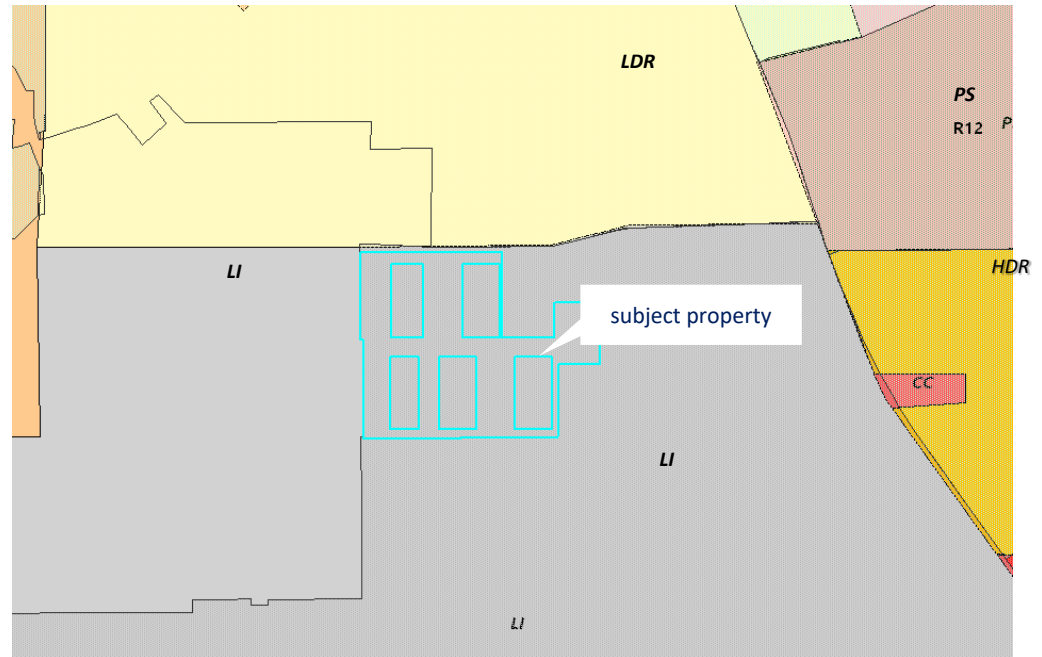


Figure 2: From the Land Use Map, General Plan

Current Zoning– The property is currently located in the CM, Controlled Manufacturing Zone. CM Zoning is a light industrial district, focused on the development of industrial parks and sites. 22-9-4 states: “The CM Zone is established to provide areas where planned manufacturing parks may be developed. The zone is designed to provide for uses on well-landscaped sites such that they can be located in proximity to residential uses. Aside from some allowable uses, the biggest difference in the existing CM Zone and the Proposed M1 Zone relates to setbacks.

22-9-7. Zone Development Standards.

Zone Development Standards - Manufacturing, and Research and Development Zones					
	M1	M2	CM	BP	PF
Minimum Zone Area:	5 Ac	10 Ac	5 Ac	20 Ac	5 Ac
Minimum Lot Area:	1/4 Ac	1/4 Ac	1 Ac	1/4 Ac	5 Ac
Minimum Frontage:	No Restrictions				
Lot Setbacks (Minimum)					
Front:	20'	20'	30'	40'	25'
Side:	0	0	20'	20'	20'
Side when adjacent to a street:	20'	20'	30'	40'	20'
Side without one hour firewall:	20'	20'	20'	20'	20'
Rear:	0	0	20'	20'	25'
Rear when adjoining a parcel in a residential zone:	40'	80'	40'	40'	25'
Maximum Structure Heights:	48'	60'	48'	48'	48'

Figure 3: Development Standards in the CM and M2 Zones, compared

The M1 and CM Zone require the same rear and side setbacks when adjacent to a residential zone or street. The CM Zone requires greater building front and general side setbacks. The M1 zone would allow for further development on the west side of the property.

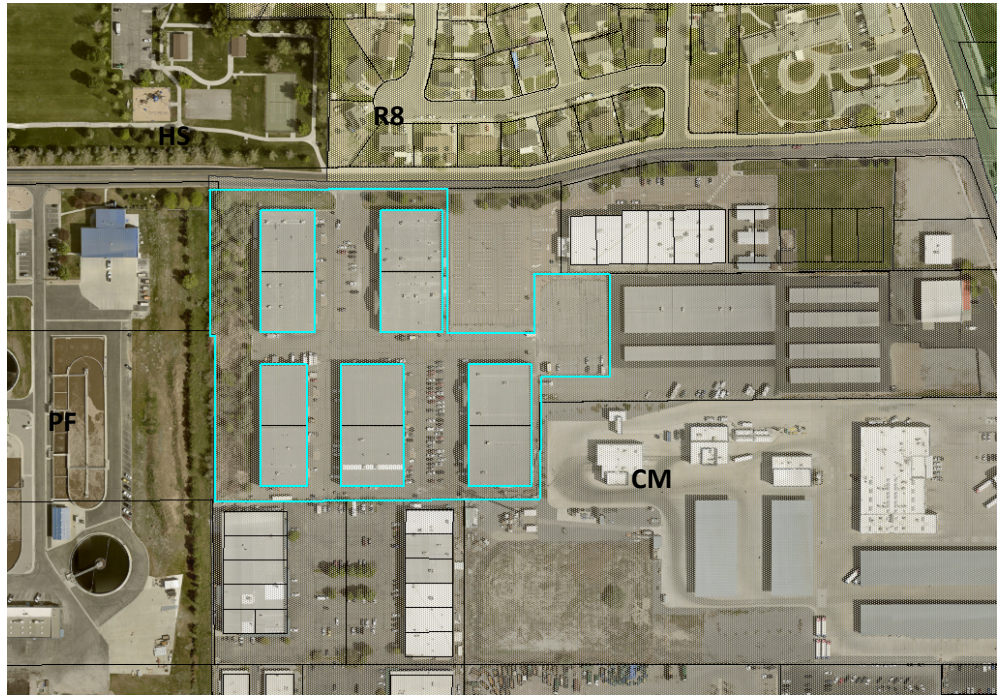


Figure 4: Existing Zoning of the subject and surrounding properties

Proposed Zoning– The applicants are requesting a rezone from the CM to the M1 Zone. The intent of the M1 Zoning change is to allow the construction of Flex Space units on an undeveloped portion of the property. Many permitted uses are allowed in both the existing CM and proposed M1 Zone, however, there are a few uses not allowed in the CM zone that are allowed in the M1 zone. These include:

- Meat & Dairy Manufacturing (SLU 2120)
- Tobacco Products Manufacturing (SLU 3910)
- Motor Freight Terminals (SLU 4221)
- Motor Freight Garaging & Equipment Maintenance (SLU 4222)
- Gasoline Storage & Distribution Points (SLU 4823)
- Gas Pressure Control Stations (SLU 4824)
- Drinking Places – Bars & Taverns (SLU 5820)
- Pawn Shops (SLU 6112)
- Animal Kennels and Runs (SLU 6517)

A full list of uses allowed in the different zones may be viewed in Appendix A of the City Code.

Concept Plan – The applicants have submitted a concept plan for the development of the property if the change in zoning were to be approved. A copy of the concept plan is attached for your review. It includes two new buildings (one 9,307 ft² and one 8,827 ft²) housing new Flex Space units and new, larger units created out of existing buildings on the site to the east. One concern the Development Review Committee (DRC) intended to be forwarded to the Commission with the application relates to storm water retention. The area where the concept anticipates developing new buildings for storage units is currently functioning as a significant regional retention facility for storm water. The applicant’s proposed solution to dealing with the existing storm drainage and the drainage needs that will be generated by additional development of this area is a series of drainage chambers installed below the access way between the new buildings and the existing buildings. City reviewers are concerned that it is not clear chambers as long and

[illegible]

Process, DRC Action – If the change in zoning is approved, the applicants will need to submit applications for site plan approvals through the DRC and Planning Commission. Those submittals will require a greater degree of detail with regard to engineering and site development concerns such as grading and drainage, traffic impact, and other plans. The concept plan that the applicant provided has been reviewed by the technical staff of the Development Review Committee and the concerns about storm water have been noted in the report. The DRC voted to forward the application to the Planning Commission at a public meeting held on Monday, March 16th, 2026.

STATE REQUIRED PROCESS FOR LAND USE AMENDMENTS: For land use amendments like the requested zone change, Utah State Code states that the “planning commission shall... review and recommend to the [Orem City Council (“Council”)] a proposed land use regulation that represents the planning commission's recommendation for regulating the use and development of land

within all or any part of the area of the municipality. See Utah Code 10-9a-502(1)(d)(i).

The Council “may not make any amendment [to the land use ordinance or zoning map] unless the Council... first submits the amendment to the planning commission for the planning commission's recommendation.” See Utah Code 10-9a-503(2).

ALTERNATIVE ACTIONS: After review and consideration of the application the Planning Commission may:

- **Recommend Approval or Denial** for the requested zoning map amendment and development agreement to the City Council.
- **Continue the Request** to a future date for further review, additional information, or public comment.

ALTERNATIVE MOTIONS:

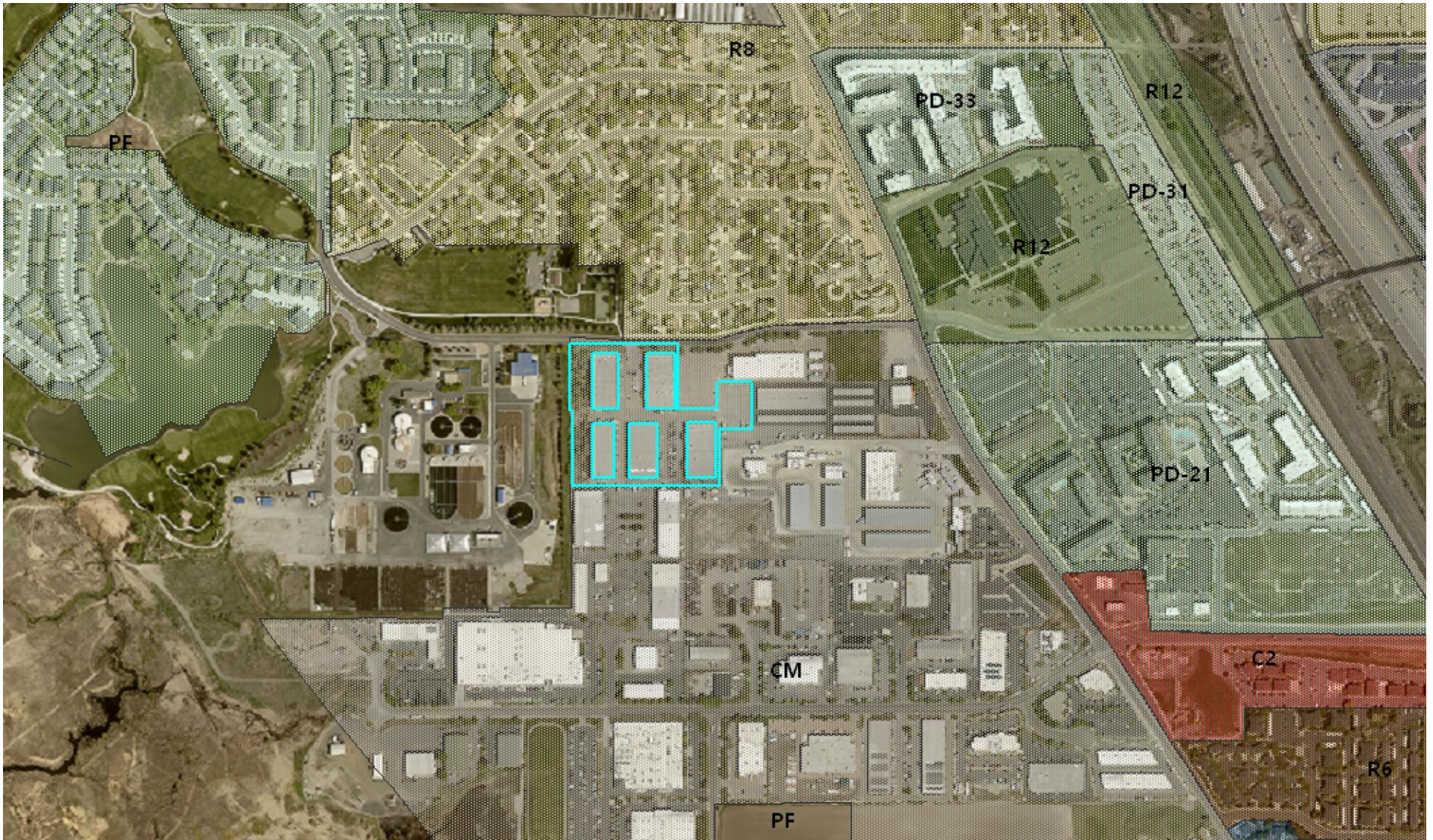
Motion to Approve or Deny -

“I move that the Planning Commission forward a recommendation of [**choose APPROVAL or DENIAL**] to the Orem City Council for the request to amend Article 22-5-3(A) and the Zoning Map of the City of Orem by changing the zone of the property located generally at 1075 South 1675 West from CM, Controlled Manufacturing to M1, Light Manufacturing, approximately 9.49 acres.

Motion to Continue the Request –

“I move that the Planning Commission continue this request for further consideration to (choose another date as appropriate).”

Wolverine Rezone – 1075 South 1675 West



Vicinity and Zoning Map

Zone: CM

Acres: 9.28

Neighborhood:

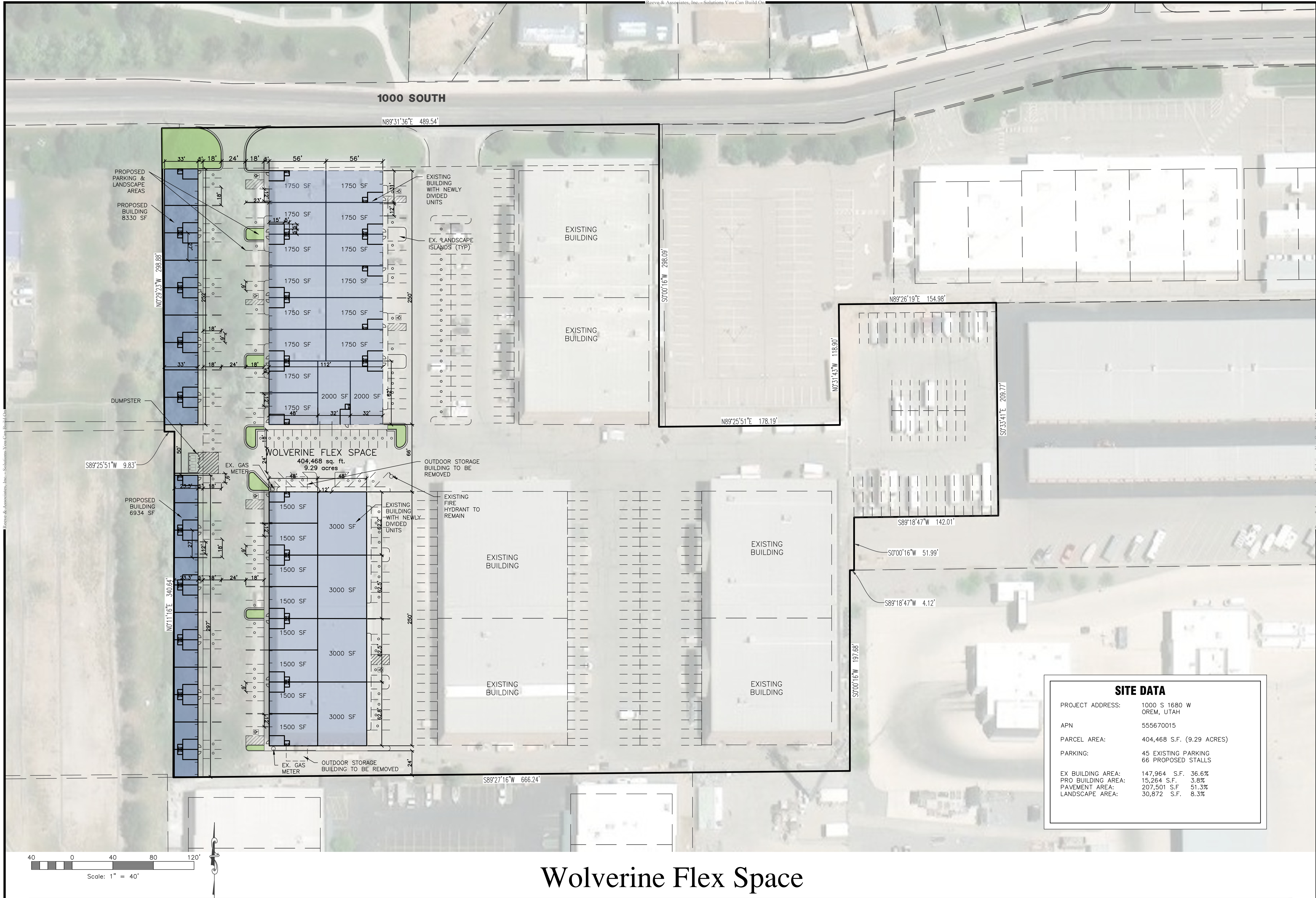
Sunset Heights West



Wolverine Rezone - Street View

(1075 South 1675 West)





Wolverine Flex Space

1000 S 1680 W, Orem, Utah County, Utah

SITE DATA			
PROJECT ADDRESS:	1000 S 1680 W		
	OREM, UTAH		
APN	555670015		
PARCEL AREA:	404,468 S.F. (9.29 ACRES)		
PARKING:	45 EXISTING PARKING		
	66 PROPOSED STALLS		
EX BUILDING AREA:	147,964 S.F.	36.6%	
PRO BUILDING AREA:	15,264 S.F.	3.8%	
PAVEMENT AREA:	207,501 S.F.	51.3%	
LANDSCAPE AREA:	30,872 S.F.	8.3%	

Reeve & Associates, Inc.

5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeveco.com

LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS		DATE	DESCRIPTION
	CONCEPT	2025-12-10	
	UNIT SIZE	2025-01-06	
	EX CON & STRM	2025-03-25	
	UNIT LAYOUT	2025-04-21	
	EXISTING & PROPOSED LAYOUT	2025-07-08	
	PT BLD LAYOUT/OH	2025-07-28	

Wolverine Flex Space

PART OF THE SE 1/4 OF SECTION 20 T.6S, R.2E., S.L.B. & M., U.S. SURVEY
OREM, UTAH COUNTY, UTAH

Concept Plan

Project Info.	
Engineer:	N. Reeve
Planner:	C. Cave
Designer:	P. Toone
Date:	12-10-25
Name:	Wolverine Storage
Number:	5975-23

Sheet	1
1	Sheets

NOTICE OF PUBLIC HEARING

Orem Community Development | 801-229-7058

Dear Neighbor,

The following item will be open for public comment at **Planning Commission**:

“Wolverine” REZONE - Request to rezone the property located generally at 1075 South 1675 West from Commercial Manufacturing (CM) to Manufacturing (M1)



Planning Commission will be held at:

Orem City Hall
56 N State Street, Orem - City Council Chambers, 1st floor
5:30 pm on Wednesday, May 6th, 2026

*If you are unable to attend the meeting and wish to make a public comment, or have questions prior to the meeting, please contact **Planning and Zoning** at (801) 229 - 7058 or jrhall@orem.gov*



RE: Neighborhood Meeting – Proposed Zone Change

Project: Wolverine Warehouse

Address: 1075 South 1675 West, Orem, UT 84058

Dear Property Owner,

We are writing to invite you to a neighborhood meeting to discuss a proposed zoning map amendment for the property located at **1075 South 1675 West**.

The Proposal We are applying to change the current zoning of the property from **CM (Commercial Manufacturing)** to **M1 (Manufacturing)**. This change is being requested to facilitate the construction of new warehouses on the undeveloped portion of the existing site.

Meeting Details We invite you to attend the open house to view the concept plan and discuss the proposal with us.

- **Date: Wednesday, February 25, 2026**
- **Time: 6:00 PM – 7:00 PM**
- **Location: 1020 South 1680 West, Orem, UT 84059**
 - *Note: Meeting will be held in the vacant unit at this address.*

City Notice Pursuant to Orem City Code Section 22-14-20(1), this meeting is being held to discuss the project with you. This is an opportunity for you to review the plans and provide input and recommendations regarding the project. This application has not yet been reviewed by the City and is subject to change during the review process.

Applicant Contact Information If you have questions but cannot attend the meeting, please contact us at:

Tiffanie Ferguson
Union Fort Properties
(801) 224-2700

Solutions You Can Build On™

Land Planning • Civil Engineering • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying
5160 W 1500 S • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666
office@reeve.co • www.reeve.co

February 25, 2026 6:00 PM - 7:00 PM

Kris Hammond 801-372-2900
ham.kris@gmail.com

Orem Center West Business Park

Brian Fruit - HOA President

Deana Hillier 801-360-1974

Stefanie Barthel 801-400-2312

Mike Carpenter 801-368-5972

Crystal Muhlestein 801-660-5000

(in close
proximity)

Planning
Commission
City Council

Neighboring Public Hearing Minutes 2/25/26

2 neighbors Deana and Stefanie that live to the northeast showed up and were concerned, but we were able to answer their questions and concerns about the type of buildings' height and use. The HOA manager of the neighbor to the south Kris Hammond also came and was concerned that the zoning was changing for their business park. We assured her that the proposal only applies to our property.

The planning commission member Mike and a city council member Crystal. They did not have concerns but came to assess the neighbors' concerns if any. Crystal was pleased that the two neighbors, Deana and Stefanie were in approval of the proposal.

City council member was pleased that the two residents were in agreement of the zoning change. Those who were in attendance are the following



Planning Commission

September 16, 2026

5.2 PD-13 Zone,
Amendments

PUBLIC HEARING – Text Amendment and Modified Concept Plan, PD-13 Zone

Request to amend the text of the Article 22-11-25 and Appendix OO of the Orem City Code, adopting new standards and land uses and a new concept plan for the property located generally at 225 West 400 North (approximately 2.43 acres).

Prepared By:
Jared Hall

Applicant:
Cody & Cody Leasing

Notices:

Posted in 2 public places
Posted on City Webpage and
City hotline
Posted at Utah.gov/pmn
Notices sent to property
owners within a 1,000-foot
radius

Site Information:

General Plan Designation:
Commercial

Neighborhood:
Suncrest

Current Zone:
PD-13

Acreage:
2.43 acres

Action:

The Planning Commission is an advisory body in legislative applications and should forward a recommendation to the City Council to approve or deny the requested Text Amendment and Concept Plan or may vote to continue the hearing to a future date to allow for further review, additional information, or public comment as may be needed to make a decision.

REQUEST: The applicant requests the Planning Commission forward a recommendation to the City Council to amend the text and the concept plan of the PD-13 Zone at 225 West 400 North. This is the site of the former Orem Hale Center Theater, which is no longer in operation.

BACKGROUND: After the closure of the theater on the site, the owners are seeking to redevelop the property. Because this is a Planned Development (PD) Zone, there is specific text that applies only to the subject property and there must be a concept plan adopted to demonstrate the development plan for the site. The text for the PD-13 Zone is located in Article 22-11-25, and the concept plan would be adopted into Appendix OO. The concept plan proposes redevelopment of the site for residential condominiums.



Figure 1: Subject Property, aerial view.

REVIEW & ANALYSIS:

Process – Applications involving Planned Development (PD) Zones have two components: text and concept plans. The concept plan should be informed by the proposed text, and if approved will be adopted into Appendix OO of the City Code. The current request requires review and a recommendation by the Planning If the

Council approves the text amendment and updated concept plan, future applications for multi-family site plan and condominium subdivisions would need to be made and approved by the Planning Commission before redevelopment of the site could begin.

Review – The subdivision and site plan reviews that would follow if the text and concept changes requested here were to be approved would be more in-depth, and additional civil engineering and other work would be required to provide those details. The review of the Concept plan is intended to help the city determine whether the concept is appropriate in this location, and to inform those subsequent applications.

General Plan – The General Plan’s land use designation of the subject property is CC, Community Commercial. While properties to the east between Orem Boulevard and State Street are also designated CC, with the exception of the subject property and the service station on the opposite corner generally the properties west of Orem Boulevard are designated MDR, Medium Density Residential.

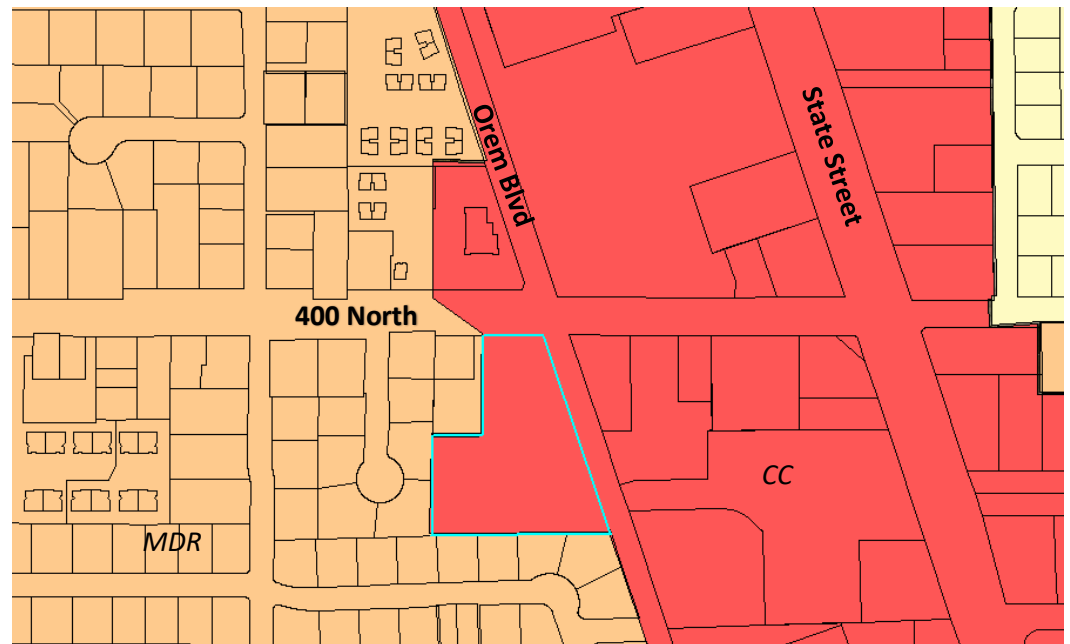


Figure 2: Subject Property, General Plan designation CC, Community Commercial

The properties adjacent to the west and south are single-family homes. To the north and east the properties are commercially developed.

Zoning – The subject property is currently zoned PD-13 and was previously operated as a live theater. The proposed text amendment is intended to allow for the proposed concept plan for redevelopment as residential condominiums. Proposed changes to the text will be reviewed below.

- Permitted Uses: The PD-13 Zone includes permitted uses for theater (the previous use of the site), groceries, stationery and flower shops, gift shops, catering services, banks, wedding reception centers, medical and dental offices, other professional offices (legal, architects, engineers, etc.) day care, drug stores, primary and secondary schools, churches, and art,

music, and dancing schools. The proposed changes keep all those uses but add permitted residential uses for condominiums, assisted living facilities, and residential facilities for the disabled.

- Condominiums/Density: A proposed subsection in the land use table would specify a density for condominiums of up to 110 units, provided that parking standards are met.
- Development Standards: The PD-13 Zone includes some specific development standards for height, setback, signs, and hours of operation. Where no specific standard is called out, the standards of the C2 Zone are supposed to be adhered to. The application leaves all these standards in place but adds changes that are specific only to the development of residential condominiums on the site, intended to create greater buffers between the condominium buildings and the residential properties to the west, and a parking standard for the residential development that had not previously been allowed in the PD-13 Zone. See the table below:

PD-13	Setback, side yard adjacent to residential	Setback, rear yard adjacent to residential	Height	Parking
Existing	25'	25'	35'	C2 standard (no residential standard)
Proposed Additional (for condo structures)	40'	40'	45'	0.75 spaces per bedroom

- Parking: The applicants propose a parking standard based on the bedroom counts rather than units: a minimum of 0.75 spaces per bedroom. The mix of unit types ultimately proposed in a site plan and subdivision will have an impact on the total required parking. For example, a project of 100 one-bedroom condo units would generate a parking requirement of 75 spaces under this proposed code. However, if the 100 units included 30 one-bedroom, 60 two-bedroom, and 10 three-bedroom condominiums, the same 100 units generates a parking requirement of 135 spaces. Reduced parking requirements for multi-family dwellings should be considered based on factors or aspects of a project or area that would tend to reduce the need for parking. Those factors might include walkability (good pedestrian access to services of all kinds), proximity to significant transit opportunities, proximity to large employment centers, or mixed uses on a particular site (increasing walkability generally.)
- Unit Owner's Association: Condominiums require owners associations to maintain and regulate the areas owned in common, and a subsection is proposed to require such an association.
- Owner Occupancy: Proposed subsections F and G in the text amendment require owner-occupancy of the condominiums in the PD-13 Zone by deed restriction. Staff support promoting owner occupancy but notes that the city cannot codify requirements for owner occupancy of dwellings. Any recommendation of approval will need to include a condition that proposed sections F and G be struck from the proposed amendments. The potential

developers can commit to other ways of promoting owner occupancy of the units.

Concept Plan – The concept plans for the redevelopment of the site as condominiums have been attached to this report for your review. The applicants have broadly treated concepts of parking, building placement, utility and drainage, and improvements.



Figure 3: Proposed concept plan, PD-13 Zone amendment

The proposed concept plan includes 96 condominium units in three different buildings. All three buildings are anticipated to be four stories, 45 feet in height (as per the proposed amended text), with a mix of one, two, and three-bedroom units. Total bedrooms proposed in this concept are 224. Applying the parking requirement of .75 spaces per unit results in 168 spaces, and 168 spaces are provided in this concept. Other aspects of the concept plan that were not treated in review of the proposed text amendments include:

- Changes to Access: The site has current direct access to 400 North which would be removed in redevelopment because of close proximity to the intersection of 400 North and Orem Boulevard. The concept provides two accesses onto Orem Boulevard as far from the intersection as possible to minimize traffic issues.
- Improvements: Improvements including sidewalks, park strips, and curb + gutter will be required along the frontage of Orem Boulevard and 400 North.
- Utilities & Drainage: Preliminary civil engineering has been reviewed for utilities and drainage. For purposes of the concept, a project like this could be served by the utilities in the area. Storm drain retention would occur in chambers under the parking lot areas.
- Traffic Impact Study: A traffic impact study (TIS) was required for the concept plan review and provided on July 29, 2026. The TIS indicates no capacity or signal timing changes or improvements would result based on the analysis of the impact of a condominium project on the site. The study has been attached to this report for review.

Neighborhood Meeting: A neighborhood meeting was required for this proposed amendment and was held on April 14, 2026. Minutes and information from the meeting are attached for review.

DEVELOPMENT REVIEW COMMITTEE (DRC): The proposed amendments to the text and concept plan for the PD-13 Zone have been reviewed by the DRC. The DRC voted to move the request to the Planning Commission for the public hearing.

STATE REQUIRED PROCESS FOR LAND USE AMENDMENTS:

For land use amendments like the requested zone change, Utah State Code states that the “planning commission shall... review and recommend to the [Orem City Council (“Council”)] a proposed land use regulation that represents the planning commission's recommendation for regulating the use and development of land within all or any part of the area of the municipality. See Utah Code 10-9a-502(1)(d)(i).

The Council “may not make any amendment [to the land use ordinance or zoning map] unless the Council... first submits the amendment to the planning commission for the planning commission's recommendation.” See Utah Code 10-9a-503(2).

ALTERNATIVE ACTIONS

After review and consideration of the application, the Planning Commission may:

Recommend Approval or Denial of the requested text amendments and concept plan for the PD-13 Zone to the City Council or may continue the request for further review or additional information.

ALTERNATIVE MOTIONS:

Motion to Approve or Deny

“I move that the Planning Commission forward a recommendation of **[choose APPROVAL or DENIAL]** to the City Council for the request to amend Article 22-11-25 and Appendix OO of the Orem City Code, adopting new standards and land uses and a new concept plan for the property located generally at 225 West 400 North (approximately 2.43 acres).

Motion to Continue the Request

“I move that the Planning Commission continue this request for further consideration to (choose another date as appropriate).”



CODE OF ORDINANCES

CHAPTER 22. ZONING

Article 22-11. PD Zone

22-11-25. PD-13 Zone, Southwest Corner of 400 North and Orem Boulevard.

- A. **Purpose.** The PD-13 zone is established to: promote residential, retail commercial, and service uses; ~~and to~~ provide for such uses in a low intensity manner such that they can be used as transitional land uses between higher intensity commercial uses and residential uses; and, in the case of condominium use, provide a viable alternative for home ownership.

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-01-0021, Amended, [DATE])

- B. **Permitted Uses.** The following shall be permitted uses within the PD-13 zone:

Permitted Uses - PD-13 zone	
Standard Land Use Code	Category
5410	Groceries and/or food
5440	Candy, nuts and confectionery
5942	Stationery
5948	Florists
5947	Gifts, novelties and souvenirs
6110	Banking and credit services
6231	Beauty and barber shops
6291	Catering services
6292	Wedding reception centers
6510	Medical, dental, and health services
6514	Chiropractors and osteopaths
6520	Legal services
6531	Authors, books
6532	Authors, computer software
6591	Engineers and architects
6593	Accounting, auditing and bookkeeping
7214	Legitimate theater
<u>1112</u>	<u>Condominiums</u>
<u>1261</u>	<u>Residential Facilities for Disabled Persons</u>
<u>1281</u>	<u>Assisted Living Facility for Elderly Persons</u>
<u>1282</u>	<u>Assisted Living Facilities</u>
<u>1285</u>	<u>Residential Facility for Elderly Persons</u>

1. Up to one hundred ten (110) condominium units shall be allowed provided parking requirements are met.

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-99-0042, Amended, 09/14/1999; Ord. No. O-01-0021, Amended, [DATE])



- A. **Conditional Uses.** The following uses shall be required to obtain a conditional use permit in the PD-13 zone:

Conditional Uses - PD-13 zone	
Standard Land Use Code	Category
5393	Arts, crafts and hobbies
5910	Drug and propriety
5949	Video rental
6211	Laundering, dry cleaning, and dyeing services
6261	Commercial day Care/ preschool facility
6332	Blueprinting and photocopying
6597	Family and behavioral counseling
6812	Primary and Secondary schools
6834	Art and music schools
6835	Dancing schools
6911	Churches, synagogues and temples

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-99-0042, Amended, 09/14/1999; Ord. No. O-01-0021, Amended, 06/12/2001)

- B. **Prohibited Uses.** Any use not specifically listed in subparagraphs (B) and (C) above shall be prohibited in the PD-13 zone.

(Ord. No. 661, Revised, 04/10/1990; Ord. No. O-01-0021, Amended, 06/12/2001)

- C. **Zone Development Standards.** In areas where the PD-13 zone does not have specific regulations, the requirements for C2 shall govern.

1. **Setbacks.** The minimum side and rear yard setback shall be twenty-five feet (25') feet when adjoining property zoned is residential, except for as described in 22-11-25(c)(5).
2. **Structure Heights.** Building height is restricted to a maximum of thirty-five feet (35') exclusive of roof mounted mechanical equipment. All roof mounted equipment shall be enclosed and screened from view, except for as described in 22-11-25(c)(5).
3. **Hours of Operation.** It shall be unlawful to operate any business within the PD-13 zone between the hours of 11:00 p.m. and 6:00 a.m. It shall be unlawful to load, unload, or operate any delivery vehicle including its refrigeration units or motors within the PD-13 zone between the hours of 10:00 p.m. and 7:00 a.m.
4. **Signs.** Signs within the PD-13 zone shall follow the provisions of the Sign Ordinance or the provisions of this Section, whichever are more restrictive.
 - a. **Permitted Signs.** The Zoning Administrator may grant the approval of the following permitted signs.
 - (1) **Facia Signs**



- (2) Freestanding Signs
 - (3) Governmental Signs
 - (4) Holiday Signs
 - (5) Interior Signs
 - (6) Low Profile Signs
 - (7) Master Identification Signs
 - (8) Name Plates
 - (9) Real Estate Signs
 - (10) Window Signs
 - (11) Wall Signs facing 400 South Street or Orem Boulevard only.
- b. The following signs are prohibited in the PD-13 zone:
- (1) Banner Signs
 - (2) Billboards
 - (3) Electronic Message Signs
 - (4) Mobile Signs
 - (5) Projecting Signs
 - (6) Roof Signs
 - (7) Rotating/Revolving Signs
 - (8) Temporary Signs
 - (9) Wall Signs, except those permitted in Section 22-11-25(E)(4)(a)
 - (10) Youth Activity Sponsor Signs
- c. The maximum number of freestanding signs in the zone shall be one (1), of which the maximum area of the sign shall not exceed one hundred (100) square feet and the maximum height shall not exceed twenty feet (20'). The freestanding sign shall not be located closer than twenty feet (20') to any dedicated street. The sign shall be used primarily as shopping center identification and secondarily as a master identification sign. It shall be unlawful to erect the sign without first obtaining approval from the Zoning Administrator.
- d. The maximum number of low profile signs on any parcel shall be two (2).
5. Setbacks and Structure Heights for Condominiums. For structures containing condominiums, the minimum setback shall be 40 feet when the adjoining property is zoned residential, and building height shall be restricted to 45 feet.
6. Parking for Condominiums. At least 0.75 parking stalls shall be provided for each bedroom in condominiums.
7. Unit Owners' Association. A Unit Owners' Association shall be formed and maintained to provide maintenance and adequate on-site security in all public and common areas of development.

(Ord. No. 661, Revised, 04/10/1990;
Ord. No. O-01-0021, Amended, [DATE])



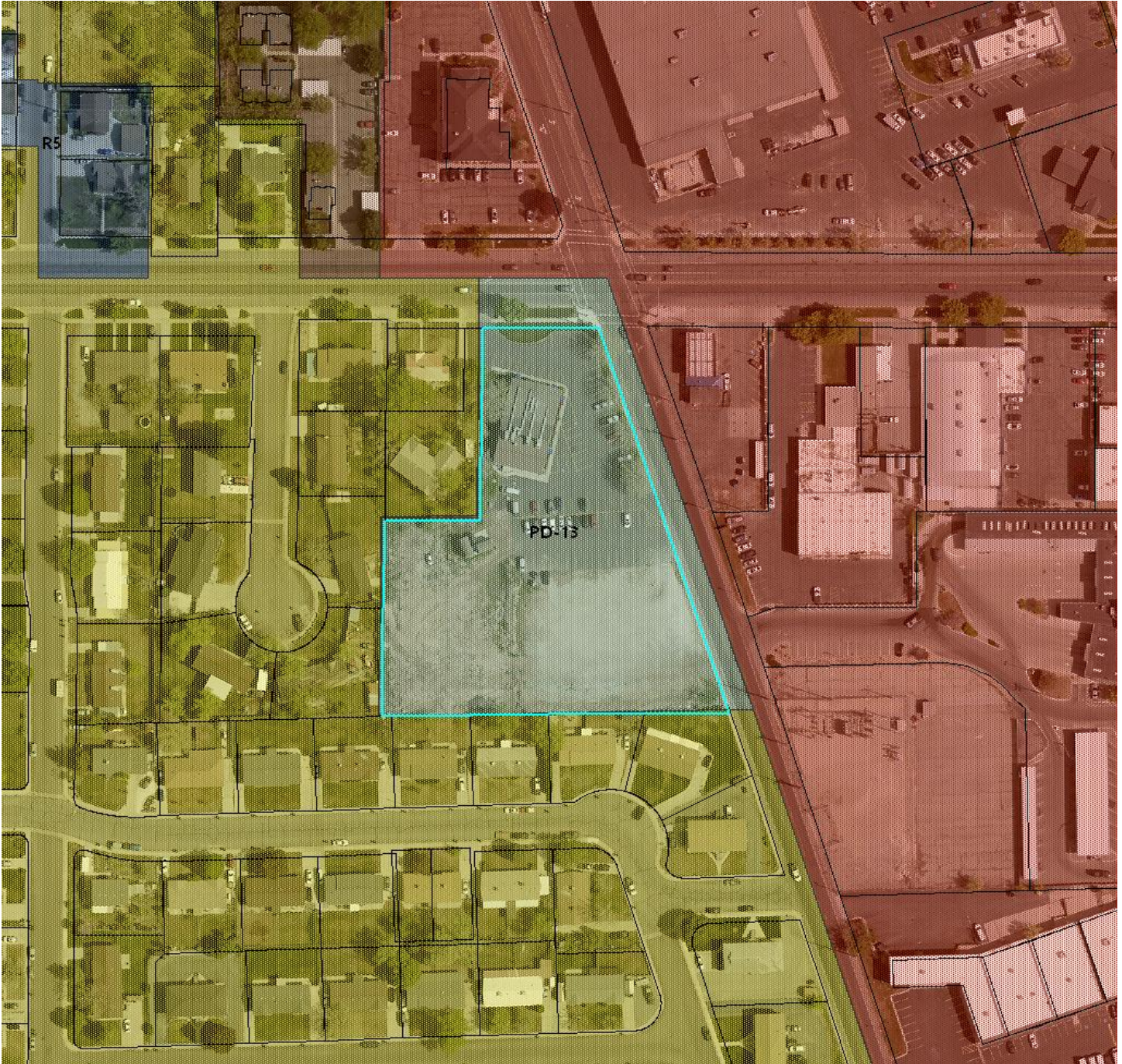
F. Owner-Occupied Dwellings. Condominiums in this zone shall be owner-occupied. A dwelling shall be considered owner-occupied if an owner uses the dwelling as their residence.

1. For purposes of this section, the term "owner" shall mean at least one of the following:

- a. A person listed as an owner of record in the records of the Utah County Recorder;**
 - b. A relative of a person described in Section 22-11-25(F)(1)(a). For purposes of this subsection, "relative" shall include a spouse, domestic partner, parent, child, sibling, grandparent, sibling of a parent, or child of a sibling, whether such relationship is established by blood, marriage, domestic partnership, adoption, or legal guardianship;**
 - c. If title to a dwelling is held by a trust, corporation, or limited liability company, an occupant who holds a beneficial or membership interest in the entity holding title, or who qualifies as a relative of such a person as described in Section 22-11-25(F)(1)(b).**
- 2. Nothing in this section shall be construed to prohibit more than one unrelated person from occupying a dwelling, provided that at least one occupant is an owner.**
- 3. The owner-occupancy requirement in this subsection shall be satisfied where the following conditions are met:**
- a. The owner is temporarily absent due to a bona fide temporary job assignment, sabbatical, or voluntary service of three (3) years or less;**
 - b. The owner was occupying the dwelling as their residence immediately prior to such absence; and**
 - c. The owner intends to resume occupancy of the dwelling as their residence upon the conclusion of the temporary job assignment, sabbatical, or voluntary service.**

G. Deed Restriction. Owners of condominiums in this zone shall execute and record a deed restriction in a form approved by the City, declaring that the dwelling shall be occupied by an owner in accordance with Section 22-11-25(F).

Hale Center Theater, PD-13 – 225 West 400



Vicinity & Zoning Map

Zone: PD-13

Acres: 2.43

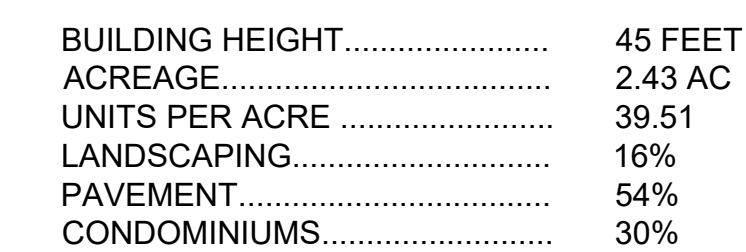
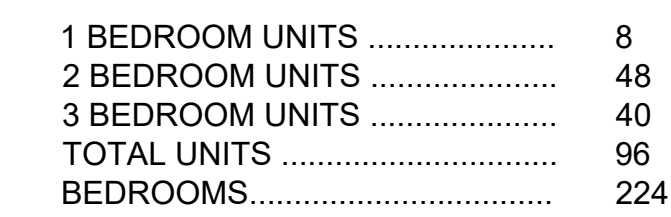
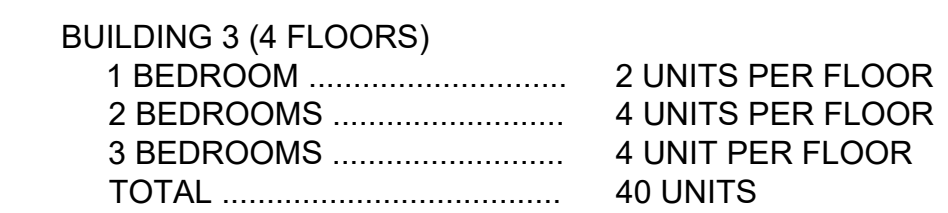
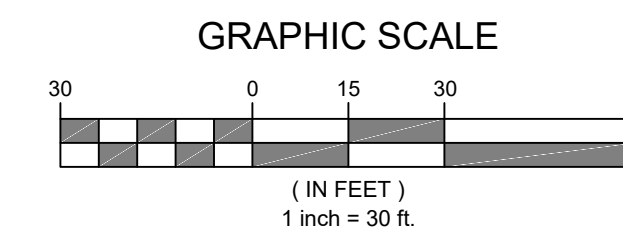
 R7.5

 C2



Hale Center, PD-13 - Street View (225 W 400 N)





1. NO ZONE CHANGE.
2. TEXT AMENDMENT PD 13 ZONE.
3. UNIT COUNTS AND PRODUCT MIX IS APPROXIMATE.
4. CONDOMINIUMS ARE TO BE OWNER OCCUPIED WITH UNIT OWNERS ASSOCIATION.
5. UNIT OWNER ASSOCIATION WILL BE RESPONSIBLE FOR MAINTAINING STORMWATER RETENTION SYSTEM AND PARKING LOT.

LEGAL DESCRIPTION
COMMENCING AT A POINT LOCATED IN THE SOUTH
BOUNDARY OF 400 NORTH STREET, OREM, UTAH, SAID
POINT BEING SOUTH 77 51 FEET AND EAST 1143.16 FEET
FROM THE NORTH ONE QUARTER OF SECTION 15,
TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND
MERIDIAN; THENCE NORTH 89°56'26" EAST ALONG THE
SOUTH BOUNDARY OF SAID 400 NORTH STREET 125.89
FEET; THENCE SOUTH 18°33'34" EAST 441.83 FEET TO THE
NORTH LINE OF PLAT "C", AMENDED ROCKET GEM
SUBDIVISION; THENCE SOUTH 89°28'28" WEST ALONG THE
NORTH BOUNDARY OF SAID ROCKET GEM SUBDIVISION
377.86 FEET TO THE EAST LINE OF PLAT "C", HANCOCK
SUBDIVISION; THENCE NORTH 0°46'38" EAST ALONG THE
EAST BOUNDARY OF SAID HANCOCK SUBDIVISION 211.58
FEET; THENCE NORTH 89°56'26" EAST 104.00 FEET; THENCE
NORTH 0°46'38" EAST 210.00 FEET TO THE POINT OF
BEGINNING.

TAX SERIAL NUMBER 18:005:0005

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SCALE (VERT): -
DRAWN BY: RJF
CHECKED BY: RHD
DATE: 8.26.26
PROJECT: N-2025



2975 Executive Parkway, Suite 300
Lehi, Utah 84048 • Tel: 801.541.3040

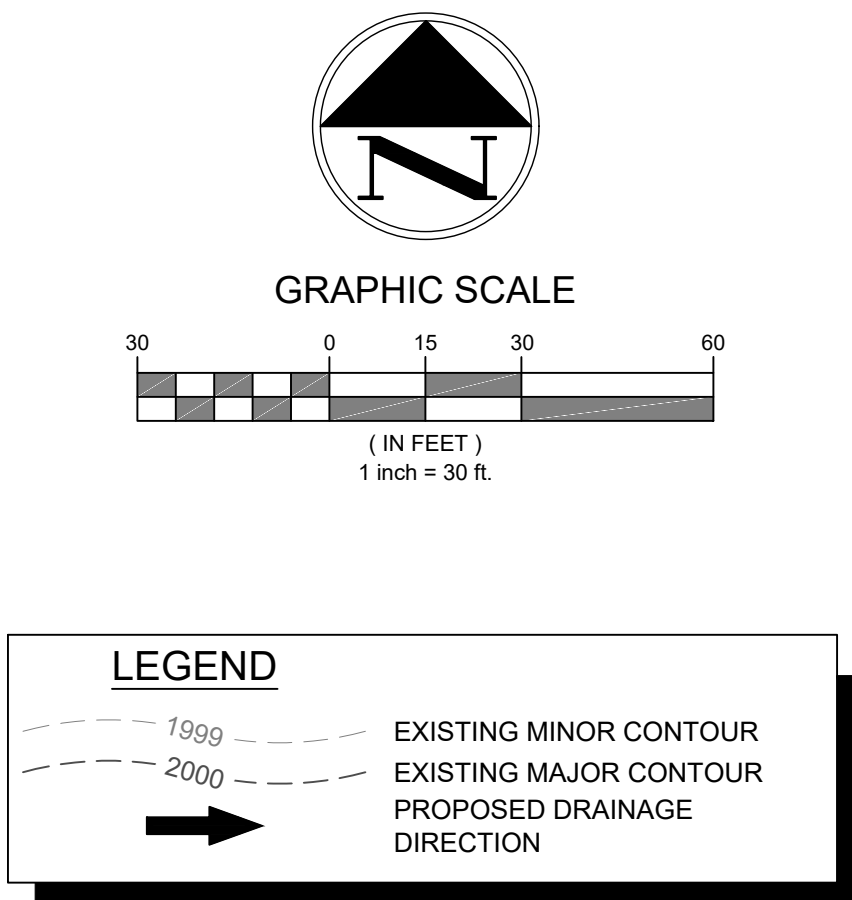
HALE CENTER THEATER REDEVELOPMENT

CONCEPT PLAN

SHEET
EX1

OREM, UTAH

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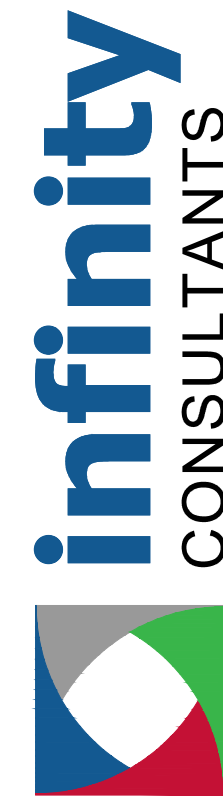


HALE CENTER THEATER REDEVELOPMENT

GRADING PLAN

OREM, UTAH

SHEET
EX2



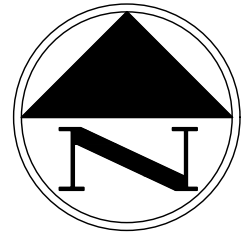
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Lehi, Utah 84048 • Tel: 801.541.3040

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CHECKED BY: RHD
DATE: 8.26.26
PROJECT No: 2635

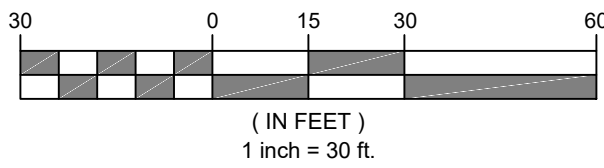
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REVISIONS

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GRAPHIC SCALE



LEGEND

- W PROPOSED 8" WATER LINE
- SD PROPOSED 15" STORM DRAIN LINE AND MANHOLE
- SS PROPOSED 8" SEWER LINE AND MANHOLE

STORM STORAGE CALCULATION

ACREAGE.....	2.43 AC
ALLOWABLE OUTLET.....	0.32 CFS
LANDSCAPING.....	16%
PAVEMENT.....	54%
CONDOMINIUMS.....	30%

RATIONAL C VALUE.....	0.75
C*A.....	1.83
25YR INTENSITY.....	0.63 IN/HR
STORM VOLUME.....	8,245 CF
OUTLET VOLUME.....	1,369 CP
MAX STORAGE ACCUMULATED	6,876 CF

80TH PERCENTILE STORM.....	0.50 IN
LAND DISTURBANCE.....	2.43 AC
IMPERVIOUS AREA.....	2.04 AC
IMPERVIOUSNES.....	84%
R _v	0.744
RETENTION VOLUME.....	3,281 CF

STORAGE VOLUME REQUIRED	6,876 CF
-------------------------	----------

NOTES

- STORM VOLUME ACCOMMODATED BY 22 STORMTECH (MC-7200) CHAMBERS
- STORMTECH CHAMBERS HAVE A FOOTPRINT OF 65' BY 30'
- 3,281 CF RETAINED AS LID VOLUME
- WHERE DOWNSPOUTS DO NOT HAVE ENOUGH ROOM TO OUTFALL TO VEGETATION PROPERLY, FLOWS WILL BE ROUTED THROUGH OIL-SILT-WATER SEPARATORS.

HALE CENTER THEATER REDEVELOPMENT

UTILITY PLAN

SHEET
EX3

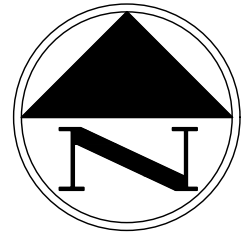


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Lehi, Utah 84048 • Tel: 801.541.3040

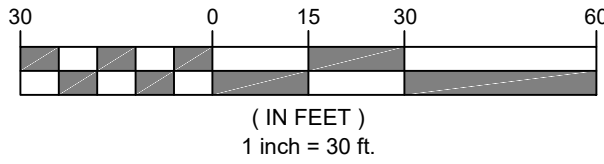
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DRAWN BY: RJF	CHECKED BY: RHD
DATE: 8.26.26	PROJECT No: 2635

No.	DESCRIPTION	REVISIONS	BY	DATE

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GRAPHIC SCALE



LEGEND

- PEDESTRIAN PATH
- VEHICLE PATH

HALE CENTER THEATER REDEVELOPMENT

CIRCULATION PLAN

OREM, UTAH

SHEET
EX4



CONSULTANTS

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SCALE (HORIZ): 1" = 30'

SCALE (VERT): -

DRAWN BY: RJF

CHECKED BY: RHD

DATE: 8.26.26

PROJECT No: 2635

REVISIONS

DESCRIPTION

No.

BY

DATE

NEIGHBORHOOD MEETING MINUTES

Hale Center Theater Orem — Proposed PD 13 Text Amendment

Date & Time	Tuesday, April 14, 2026, 6:00 – 7:30 PM
Location	Hale Center Theater Orem, 225 W 400 N, Orem, UT 84057
Attendance	15 Neighbors; Reid Dickson and David Chappell of Infinity Consultants; Cody Swenson, Anne Swenson, Cody Hale, and Linda Hale of Cody & Cody Leasing.
Presenters	Reid Dickson (Infinity Consultants)
Property Owners	Cody & Cody Leasing
Subject	Proposed text amendment to PD 13 zoning to permit owner-occupied residential condominiums (up to 110 units, 4 stories) on the former Hale Center Theater site at 225 W 400 N, Orem

1. Purpose of the Meeting

Reid Dickson of Infinity Consultants opened the meeting and explained that the purpose was to inform neighbors of a proposed text amendment and development concept for the Hale Center Theater property and to gather community feedback before proceeding to formal city review. He emphasized that nothing has been decided and that all aspects of the proposal are subject to change based on community input and city approval. He introduced the property owners who have operated the theater for decades and are redeveloping the site.

2. Property & Zoning Background

The property is 2.43 acres located at 225 W 400 N, Orem, UT, at the corner of Orem Boulevard and 400 North. It is currently zoned PD 13 (Planned Development 13), a custom zone created specifically to accommodate the Hale Center Theater. The existing building is proposed for demolition.

PD 13 currently permits several commercial uses, including a reception center (up to 35 ft tall, 25 ft setback), a grocery store, and retail strip mall uses — all without requiring a text amendment or neighbor notification. No residential use is currently permitted.

Infinity Consultants is applying for a text amendment to PD 13 — not a full rezone — to add owner-occupied residential condominiums as a permitted use. The amendment would also define building height and other parameters. The process requires review by the Development Review Committee (DRC), recommendation by the Planning Commission, and final approval by Orem City Council, all with public hearings.

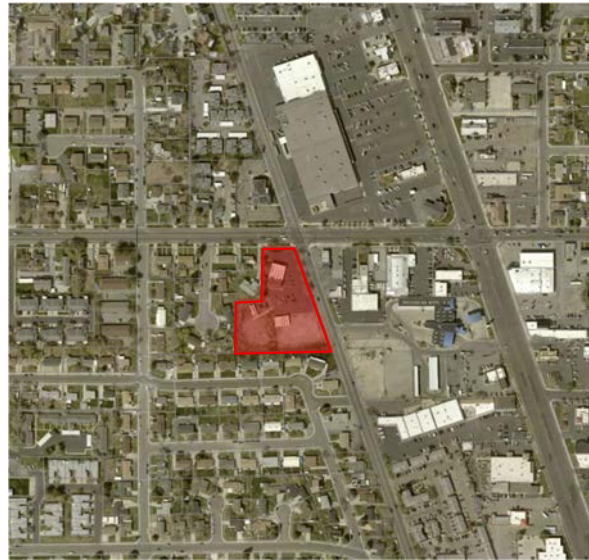
Dear Neighbor,

This letter is to inform you of an upcoming “Neighborhood Meeting” to discuss a proposed project in your area.

The owners of the Hale Center Theater Orem are proposing to amend the concept plan and text in the **current zone (PD-13)** to build owner-occupied condominiums on the 2.43-acre lot at 225 W 400 N, Orem, UT.

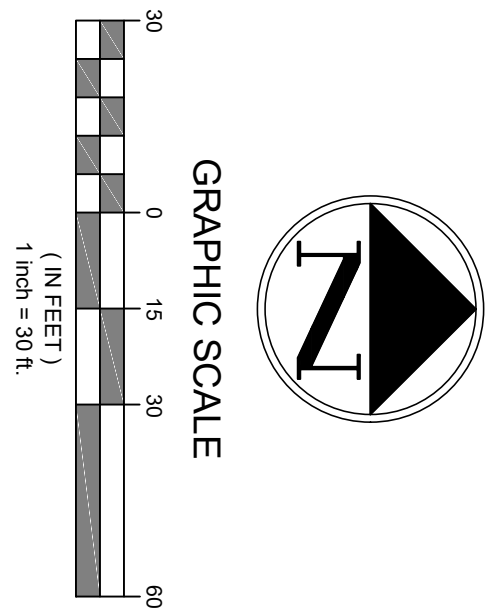
We value the input of the neighborhood and want to keep you informed. We invite you to learn about the proposal, ask questions, and provide feedback and comments.

The Neighborhood Meeting will be held at:
Hale Center Theater Orem
225 W 400 N, Orem, UT
6pm to 7pm on Tuesday, April 14th



Pursuant to Orem City Code Section 22-14-20(I), this meeting is being held to discuss the project with you. This is an opportunity for you to review the plans and provide input and recommendations regarding the project. This application has not yet been reviewed by the City and is subject to change during the review process

If you are unable to attend the meeting, and wish to make a public comment, or have questions prior to the meeting, please contact David Chappell at **480.721.6928** or david@infinityutah.com



APPROXIMATE UNIT MIX

BUILDING 1 (4 FLOORS)	
2 BEDROOMS	4 UNITS PER FLOOR
3 BEDROOMS	3 UNIT PER FLOOR
TOTAL	28 UNITS
BUILDING 2 (4 FLOORS)	
2 BEDROOMS	4 UNITS PER FLOOR
3 BEDROOMS	3 UNIT PER FLOOR
TOTAL	28 UNITS
BUILDING 3 (4 FLOORS)	
1 BEDROOM	2 UNITS PER FLOOR
2 BEDROOMS	4 UNITS PER FLOOR
3 BEDROOMS	4 UNIT PER FLOOR
TOTAL	40 UNITS
PARKING SPACES	
0.75 PER BEDROOM	168
SPACES PROVIDED	168
BUILDING HEIGHT	
45 FEET	2.43 AC
ACREAGE	39.51
LANDSCAPING	22%
ASPHALT	48%
CONDOMINIUMS	30%

NOTES:

1. NO ZONE CHANGE
2. TEXT AMENDMENT PD 13 ZONE
3. UNIT COUNTS AND PRODUCT MIX IS APPROXIMATE.
4. CONDOMINIUMS ARE TO BE OWNER OCCUPIED WITH UNIT OWNERS ASSOCIATION.

LEGAL DESCRIPTION
COMMENCING AT A POINT LOCATED IN THE SOUTH BOUNDARY OF 400 NORTH STREET, OREM, UTAH, SAID POINT BEING SOUTH 77.51 FEET AND EAST 1143.16 FEET FROM THE NORTH ONE QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°56'28" EAST ALONG THE SOUTH BOUNDARY OF SAID 400 NORTH STREET 125.89 FEET; THENCE SOUTH 18°33'34" EAST 441.83 FEET TO THE NORTH LINE OF PLAT "C", AMENDED ROCKET GEM SUBDIVISION; THENCE SOUTH 89°28'28" WEST ALONG THE NORTH BOUNDARY OF SAID ROCKET GEM SUBDIVISION 377.86 FEET TO THE EAST LINE OF PLAT "C", HANCOCK SUBDIVISION; THENCE NORTH 0°46'38" EAST ALONG THE EAST BOUNDARY OF SAID HANCOCK SUBDIVISION 211.58 FEET; THENCE NORTH 89°56'28" EAST 104.00 FEET; THENCE NORTH 0°46'38" EAST 210.00 FEET TO THE POINT OF BEGINNING.

TAX SERIAL NUMBER 18.005.0005

HALE CENTER THEATER REDEVELOPMENT
CONCEPT PLAN
OREM, UTAH



infinity
CONSULTANTS

2975 Executive Parkway, Suite 300
Lehi, Utah 84048 • Tel: 801.541.3040

SCALE (HORIZ): 1" = 30'
SCALE (VERT): -
DRAWN BY: RJF
CHECKED BY: RHD
DATE: 03.25.2026
PROJECT No: 2635

No.	DESCRIPTION	REVISIONS	BY	DATE

SHEET
EX1

3. Proposal Summary

3a. Development Concept

The proposed concept calls for:

- Up to 110 owner-occupied condominium units (the exact number is still under study; the text amendment would cap units at 110)
- Three buildings, each 4 stories (approximately 45 feet) above grade
- A mix of unit types: approximately 48 two-bedroom, 40 three-bedroom, and 8 one-bedroom units
- Approximately 168 parking stalls (1.75 stalls per unit or 0.75 stalls per bedroom based on ITE standards), with the final count to be determined by a formal parking study.
- Approximately 22% of the site devoted to open/green space
- Two access points onto Orem Boulevard; the existing north access off 400 N is proposed to be eliminated for the development (the neighboring residential driveway would be preserved)
- Amenities potentially include covered parking, playground/children's play area, garden plots, outdoor barbecue areas, dog park, and exercise room
- A possible mixed-use commercial element along Orem Boulevard (already permitted use in PD 13)

3b. Missing Middle Housing Goal

The presenter explained that Orem City has identified 'missing middle' housing as a priority: an affordable homeownership option between renting and purchasing a single-family home. The project is intended to fill this gap with owner-occupied condominiums priced above rental rates but below typical single-family home mortgage payments.

3c. Owner-Occupied Restriction

A key feature of the proposal is that all units would be deed-restricted to owner-occupied use, adopting parts of Orem City's existing code definition of owner-occupied. The restriction would be enforced through Orem City code enforcement and a Homeowners Association (HOA) with CC&Rs. Orem City staff indicated support for this provision. Neighbors noted that enforcement is not guaranteed in perpetuity; the presenter acknowledged this concern but pointed to existing comparable developments that have maintained the restriction since the 1980s.

3d. Sale Process

The property has not yet been sold. Infinity Consultants is working to obtain entitlements and planning approvals first, after which the land (with the approved plan) will be marketed to a developer/investor. The current owners would receive a lump sum; they do not participate in per-unit sales proceeds. No developer has been identified yet. Owners may choose to partner or otherwise participate in vertical development and sale of finished units.

4. Discussion & Community Concerns

The meeting included extended discussion. The following is a summary of the major points made by attendees, along with responses from the presenters where provided.

4a. Traffic & Road Safety

- Orem Boulevard is already heavily used. One attendee reported counting 126 cars passing through the intersection at Orem Boulevard and 200 North in a five-minute window.
- Residents described frequent speeding, racing, and accidents on Orem Boulevard and in surrounding streets. One attendee reported a fatality involving a scooter and another reported a car striking their garage in the past year.
- Attendees expressed concern about traffic from 110 units adding to congestion.
- The potential future extension of 400 North to Geneva Road / Utah City was raised as a regional traffic factor the local traffic study should account for.
- One neighbor noted that a side street (into Vale Manor) has become an informal cut-through thoroughfare, worsening with existing traffic.

Presenter response: A formal traffic study will be required as part of the development review. The study will quantify existing traffic generated by the theater (concentrated on show nights) versus the more dispersed traffic of a residential development and will assess level-of-service impacts on Orem Boulevard. Access points will be on Orem Boulevard only (two driveways, both in/out). The presenter noted that impact fees paid to the city may fund road improvements. Orem City will separately study regional traffic impacts.

4b. Water, Sewer & Utilities

- Multiple attendees expressed concern that the local water and sewer infrastructure cannot support 110 additional units.
- Existing sewer capacity was described by neighbors as already strained.

Presenter response: Formal utility capacity studies (water, sewer, storm drainage, power) will be conducted during the development review process. If capacity is insufficient, utilities will either be upsized, or the project demand will be reduced. The presenter noted that removing the theater (which generates concentrated demand for utilities, especially during evening performances) and replacing it with residential (which generates constant, distributed demand) will partially offset the impact, though the two uses are not directly equivalent.

4c. Building Height & Views

- Numerous attendees objected to 4-story buildings (~45 feet), which they said would block mountain views (particularly Mt. Timpanogos) from nearby homes.
- Attendees noted the surrounding neighborhood is predominantly single-story and duplex construction.
- One attendee suggested removing the top two floors; another suggested a single-story development.

Presenter response: The presenter acknowledged that height is negotiable and walked through a view-shed analysis showing the proposed setbacks (50–110 feet from neighboring properties, versus 25 feet for currently permitted commercial uses). The presenter suggested that building height restrictions should be a function of distance from the viewer. He noted that the proposed 45-foot-tall buildings, setback 50–110 feet from the property line, has significant less visual impact than a 35-foot building at 25 feet away, which the code currently permits. He also noted that one long continuous wall along the entire shared boundary would be permitted under the present code, while the proposal preserves viewsheds by orienting buildings with large gaps between them and unobstructed views to the sides of buildings. Tree screening can be designed to preserve sightlines for immediately adjacent neighbors. The presenter stated that reducing units significantly reduces financial viability.

4d. Density

- Multiple attendees stated that 110 units on 2.43 acres constitutes high density.
- The adjacent neighborhood was noted to contain only 12 front doors.
- Several attendees asked why 46–50 units could not be proposed instead. The presenter acknowledged this would reduce density but stated it may not be financially viable for residential development.
- One attendee asked whether the city's definition of 'high density housing' applies to this proposal. The presenter said the project is intended to align with Orem City's affordable housing and missing middle objectives.

Presenter response: The presenter noted that increased density improves the project's financial feasibility, making residential development more viable than commercial alternatives. This approach also improves affordability for individuals transitioning from the rental market to homeownership, consistent with the project's objective of providing a viable alternative to traditional ownership of single-family homes.

4e. Parking

- Concerns were raised about parking adequacy for residents, visitors, and delivery vehicles.
- One attendee described a son who had to park at his parents' home and bike to his apartment due to insufficient parking at a similar development.
- Attendees warned that insufficient parking would cause overflow onto surrounding residential streets.
- The predatory towing practices observed at similar complexes in Vineyard and Saratoga Springs were raised as a concern.

Presenter response: A formal parking study will be conducted using ITE (Institute of Transportation Engineers) standards — the national standard for parking calculations. The presenter noted that The Boulevard (a nearby comparable complex) currently has excess parking capacity at 1.25 stalls per 1-bedroom unit. Orem City has emphasized adequate parking in its own meetings with the applicant. The presenter stated the applicant does not want to underprovide parking, as that would harm the marketability of the units. The final parking ratio shown in the presentation (approximately 1.75 stalls per unit) is preliminary and subject to further analysis.

4f. Owner-Occupancy Enforcement

- Attendees expressed skepticism about whether the owner-occupied restriction can be maintained over 10–25 years.
- One attendee described their own HOA where the president pushed through a policy change allowing rentals over the objection of other owners, resulting in loss of FHA financing eligibility.

Presenter response: The CC&Rs will be written with specific enforcement provisions. Orem City has its own code enforcement program for owner-occupancy (a client of the presenter's was recently inspected by Provo City enforcement officers verifying owner occupancy). The presenter acknowledged that no guarantee extends indefinitely but pointed to a community near 400 W in Orem that has maintained a no-rental restriction since 1986. A property management company would likely be engaged.

4g. Light, Noise & Air Pollution

- Concerns were raised about light pollution from security lighting, noise from air conditioning units running overnight, and air quality impacts from additional vehicle traffic.

Presenter response: Orem City has noise ordinances with quiet hours. The development must comply. The HOA's CC&Rs will govern lighting, noise, and other nuisances. The presenter compared the proposed use favorably to a reception center (concentrated late-night events with fireworks) or a retail strip mall (lit like a car dealership). Residential communities have an inherent interest in minimizing light and noise.

4h. Alternative Uses

- Several attendees asked why the proposal is for condominiums rather than a park, low-density homes, tiny homes, self-help housing (sweat equity), a community center, or another commercial use.
- One attendee noted that other apartment complexes nearby (Midtown, The Boulevard) appear to have vacancies.

Presenter response: A park does not address the missing-middle housing problem. Low-density single-family homes are not a financially viable use of this property and would still require a zoning change. Tiny homes and sweat-equity programs were acknowledged as interesting ideas but not currently part of the proposal. The presenter emphasized that if the proposed residential use is not approved, the default would be one of the currently permitted commercial uses (reception center, grocery store, retail, or a warehouse lease to a company like Cutler's), which he expressed would have much greater impacts on the neighborhood than the proposed residential development.

4i. Process & Timeline

- Attendees asked who approves the project and whether neighbors have a formal say.
- Next steps: DRC staff review meeting, Planning Commission (recommendation, public hearing), Orem City Council (final approval, public hearing).
- The text amendment to PD 13 has not yet been scheduled for a vote.
- Meeting minutes from this neighborhood meeting will be presented to DRC and Planning Commission.
- Attendees were encouraged to submit written comments to David Chappell at david@infinityutah.com.

5. Key Points

- Residential use is much preferred by most attendees over currently permitted commercial uses.
 - Owner-occupied (not rental) is strongly preferred.
 - Attendees expressed preference for reduced number of units (roughly 46–50 was suggested by several) and reduced height.
 - Adequate parking, traffic analysis, and utility capacity studies are expected before any approval.
 - Attendees want to be notified of and participate in Planning Commission and City Council hearings.
-

6. Comments Received Outside the Meeting

The following comments were submitted via phone or email and are incorporated into these minutes as part of the public record.

6a. Elaine

- Will not be at the meeting.
- Concerned about water availability for new units.
- Objects to buildings blocking views.
- Concerned about density ('putting a lot of people in a small area').
- Prefers single-story; does not like stacked/multi-story construction.
- Requests that any children's play area be placed in the back corner, away from the street.

6b. Myrna

- Asked how many apartments would result from a one-story development.
- Prefers owner-occupied units.
- Concerned the development could have too many people.
- Considers 4-story height to be too tall.
- Believes the project would be too dense.
- Strongly concerned about water and traffic impacts.

6c. Marilyn

- Expressed frustration with developers 'pushing homeowners around.'
- Stated that approximately 80% of the neighborhood is duplex construction.
- Described 400 North as already having severe traffic and speeding problems ('like a race track,' vehicles traveling 90 mph in a child safety zone).
- Stated there is not sufficient water for the project.
- Described the sewer as already 'clogged up so bad.'
- Was unable to attend the neighborhood meeting because she cannot drive after dark.

6d. Ruby

- Objects to 4-story, 168-unit development.
- Concerned about water capacity for 168 units given existing water constraints.
- Does not believe the project would benefit existing residents.

6e. Jennifer

- Objects to the proposed building in the neighborhood.
- Considers traffic impact to be the primary concern
- Stated that traffic flow on small roads would 'become a disaster pretty quickly.'

6f. Kevin

- Concerned about his home and neighbors living 'in the shadow' of tall condominiums.
- States that his wife values the view of Mt. Timpanogos from her kitchen window and that view would be lost.
- Acknowledges Utah's growth but states that 'building ever taller condos is not the answer for Orem.'

6g. Meg and Bridger

- Unable to attend the public meeting; submitted comments by email.
- Values the 'small and quiet' feel of the neighborhood, which is 'hard to find in northern Utah.'
- States that 4-story condominiums would block mountain views for many homes.
- Concerned about increased property taxes for neighboring homes and construction noise.
- Requests that plans be 'adjusted or changed towards something that better fits the community.'

7. Next Steps

- Infinity Consultants will present this proposal and the feedback from this meeting to the Orem City Development Review Committee (DRC).
- Formal studies to be completed: traffic impact study, parking analysis, and utility capacity studies (water, sewer, storm drainage, power).
- Following DRC review, the proposed text amendment to PD 13 will go to the Orem City Planning Commission for a public hearing and recommendation.
- The Planning Commission recommendation will then go to Orem City Council for a public hearing and final vote.
- Neighbors wishing to submit written comments may do so at any time to David Chappell: david@infinityutah.com.
- Neighbors are encouraged to attend and speak at the Planning Commission and City Council public hearings once scheduled.

Minutes prepared by: Infinity Consultants

Date prepared: April 16, 2026

These minutes represent a summary of discussions held at the neighborhood meeting and written/voicemail comments received outside the meeting.

Neighborhood Meeting Attendance List:

Cody Swenson
Anne Swenson
Cody Hale
Linda Hale
Reid Dickson
David Chappell
Filippo Magistro
Charles Watson
Christopher Adams
Christine Adams
Mark Phillbrick
Peggy Phillbrick
Dora Shoenfeld