TOWN OF ALTA –
CONDOMINIUM PLAT AMENDMENT

PROJECT INFORMATION

NAME: SUGARPLUM PHASE I CONDOMINIUMS AMENDED

ADDRESS: 9699 E BYPASS ROAD
ALTA, UT, 84092

TAX ID: 3006-404-001 OR
SUBDIVISION: SUGARPLUM PHASE I CONDOMINIUMS OR
SURVEY: _____ LOT #: _____ BLOCK #: _____

APPLICANT INFORMATION

NAME: PATRICK K HOGLE / SUGARPLUM PHASE I CONDOMINIUMS HOA

MAILING ADDRESS: 9699 E BYPASS ROAD UNIT N06
ALTA, UT, 84092

PHONE #: (801) 652-7832 FAX #: ( ) N/A
EMAIL: PKHOGLE@HOTMAIL.COM

APPLICANT REPRESENTATIVE INFORMATION

NAME: JACK BERRY
PHONE #: (801) 706-5658
EMAIL: JACK@ROCKHILLENGINEERING.COM

SUBMITTAL REQUIREMENTS – All of the following items must be included in order to find the application completet

1. Completed and signed application form.

2. Provide a written statement (in PDF file as well) describing the project that outlines the overall project intent and scope of work.

3. Review fees:
   Amendment to Condominium Plat =

4. Certified topographical boundary survey (24" by 36" and in PDF form) of the existing site prepared by a licensed surveyor at an approved scale with two foot contours which includes the following:
   Survey must reflect current conditions
   existing grades referenced to USGS elevations
   existing utility locations
   existing vegetation; size and botanical name noted
   building footprint(s) of all existing structures and improvements on site
   drainage facilities
   on and off-site circulation and parking
   existing physical encroachments on and off-site
   all structures within 20' of the subject property; include structure height

5. Proposed plat (24" by 36" and in PDF form) prepared by a licensed surveyor in the State of Utah, including: signature blocks, site location map, zoning map, USGS map, owner's dedication and consent to record, surveyor's certification, boundary description, legal description, any easements. scale, north arrow, and other items as required by the Town Engineer- 2 copies.

6. Four (4) photographic panoramic views of the existing property showing the site from the perimeter of the property at 90 degree intervals (please provide in PDF form as well).

7. Current aerial photo (and PDF form) with existing lot lines depicting the subject site in relation to the surrounding property (within 500' of subject property).

8. The applicant should be aware that there might be a request to provide presentation material for Planning Commission meetings. The presentation material may include the following:
   Presentation materials; electronic/boards
   Colored elevations and/or perspectives
   Additional photographs/graphic illustrations
   Additional studies (i.e. Fog Study, Shadow Study, Cultural Survey)

9. One (1) set of reduced (11" by 17") copies of the survey, plat, and aerial photo.

10. If your property is within a condominium please provide proof of a 2/3rds vote by the HOA in favor of your project.

11. Current Title Report – with an issue date no longer than 30 days from the application submittal date.

12. Copy of existing recorded condominium plat.

13

12. Copy of current recorded plat.

13. For Amendments to Condominium plats a copy of the CC&Rs, Condominium Declarations, and By-Laws are required at submittal.

14. . Table of total private area and common area.

15. Vicinity map showing general location of the project at a scale of 1" = 1,000' or similar.

PROJECT DESCRIPTION

1. On a separate sheet of paper, give a general description of the proposal and attach it to the application (See Submittal Requirement #2).

2. Existing Zoning: FM-20

3. Current use of the property: CONDOMINIUMS

6. Year constructed: 1984

7. Total Project Area: 0.965 acres 42,054 square feet

8. Number and configuration of residential units:
   7 required Ø proposed

9. Commercial area: REFER TO THE SURVEY
   _____ Gross floor area _____ Net leasable area

10. Number of parking spaces:
    8 required Ø proposed

11. Project access via:
    Public Road Private Road Private Driveway

12. Occupancy type: Owner Occupied Lease Nightly Rental

ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making an application for the described action by the Town and that I am responsible for complying with all Town requirements with regard to this request. This application should be processed in my name and I am a party whom the Town should contact regarding any matter pertaining to this application.

I have read and understood the instructions supplied by Town of Alta for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I understand that my application is not deemed complete until a Project Planner has reviewed the application and has notified me that it has been deemed complete.

I will keep myself informed of the deadlines for submission of material and the progress of this application. I understand that a staff report will be made available for my review three days prior to any public hearings or public meetings. This report will be on file and available at the Planning Department.

I further understand that additional fees may be charged for the Town's review of the proposal. Any additional analysis required would be processed through the Town's consultants with an estimate of time/expense provided prior to an authorization with the study.

Signature of Applicant: [signature]

Name of Applicant: JACK BERRY
PRINTED

Mailing Address: 898 E RIPARIAN DRIVE
DRAPER, UT, 84020

Phone: 801-706-5658 Fax: N/A

Email: JRB2110310@OUTLOOK.COM

Type of Application: CONDOMINIUM PLAT AMENDMENT

AFFIRMATION OF SUFFICIENT INTEREST

I hereby affirm that I am the fee title owner of the below described property or that I have written authorization from the owner to pursue the described action. I further affirm that I am aware of the Town policy that no application will be accepted nor work performed for properties that are tax delinquent.

Name of Owner: SUGARPLUM PHASE 1 CONDOMINIUMS HOA
PRINTED

Mailing Address: 9699 E BYBASS ROAD #6
ALT, UT, 84092

Street Address/ Legal Description of Subject Property:
LOT 2 SUGARPLUM P.U.D.

Signature: [signature] Date: 9/3/23

1. If you are not the fee owner attach a copy of your authorization to pursue this action provided by the fee owner.
2. If a corporation is fee titleholder, attach copy of the resolution of the Board of Directors authorizing the action.
3. If a joint venture or partnership is the fee owner, attach a copy of agreement authorizing this action on behalf of the joint venture or partnership
4. If a Home Owner's Association is the applicant than the representative/president must attaché a notarized letter stating they have notified the owners of the proposed application. A vote should be taken prior to the submittal and a statement of the outcome provided to the Town along with the statement that the vote meets the requirements set forth in the CCRs.

Please note that this affirmation is not submitted in lieu of sufficient title evidence. You will be required to submit a title opinion, certificate of title, or title insurance policy showing your interest in the property prior to Final Action.

Rockhill LLC
PLAN • SURVEY • ENGINEER

September 8, 2023

RE: Sugarplum Phase 1 Condominiums Amended Survey Plat

Project Description:

The owner of Unit 6, Patrick K Hogle, wants to construct a small addition onto the rear of his condominium to enclose more interior space and protect Unit No. 6 from excessive and dangerous amounts of snow accumulation. Mr. Hogle contacted the Town of Alta and was told that an amended condominium plat was required.

Sugarplum Phase 1 Condominiums were constructed during 1983-1984. Unit 1 was divided into Units 1A and 1B during the initial construction phase. Since 1984 there have been some small additions to condominium units that were not documented over the years. Undocumented small additions to other units include enclosing interior space in the back and enclosing the original decks in the front of the units. Consequently, this amended plat includes the results of area calculations for all 7 HOA units to provide a comprehensive amended survey.

The purpose of this survey is to document the square footage of the interior and exterior spaces for all 7 units and the site in terms of common, limited common, and private property and to meet the Town of Alta's requirement to complete an amended condominium plat as a requirement prior to approving an addition onto Unit 6.

"Jack"

Sincerely,

Rockhill LLC

John R. Berry, PE, PLS
jack@rockhillengineering.com

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M
9699 East Bypass Road, Alta, UT, 84092

NORTH

SHEET INDEX:

1 - COVER SHEET
2 - BUILDING CROSS SECTION
3 - UNIT 1A
4 - UNIT 1B
5 - UNIT 2
6 - UNIT 3
7 - UNIT 4
8 - UNIT 5
9 - UNIT 6
10 - UNIT 6 - PROPOSED RENOVATIONS

AREA SUMMARY

TOTAL AREA - 42,054 SQ./FT.

LIMITED COMMON AREA
2,220 SQ./FT.

STRUCTURE - FOOTPRINT
10,985 SQ./FT.
(SEE PRIVATE AND LIMITED COMMON DETAIL ON SHEETS 2-10)

COMMON AREA
28,849 SQ./FT.

NOTES:

1. NO ORIGINAL PROPERTY CORNERS WERE FOUND DURING THE SURVEY.
2. THE RECORDED ACREAGE CALCULATION LISTED ON THE ORIGINAL PLAT AS 1.23 AC IS NOT CORRECT.
3. THE TOTAL ACREAGE FOR SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED IS 0.965 AC., HOWEVER THE ORIGINAL BOUNDARY METES AND BOUNDS HAVE NOT BEEN AMENDED.
4. THE ACREAGE OF LOT 2 ON SUGARPLUM PUD ENTRY NO. 3830327 IS 0.955 AC.
5. REFERENCE: SUGARPLUM TOWNHOUSES - FOWLER/FERGUSON/KINGSTON /RUBEN ARCHITECTS 1983

0' 30' 60' 90'
GRAPHIC SCALE

LEGEND:

- PROPERTY LINE
- SECTION TIE LINE
- BASIS OF BEARING LINE
- MINING SURVEY CORNER
- PROP COR. TO BE SET R&C ROCKHILL

NARRATIVE:
THE PURPOSE OF THIS SURVEY IS TO AMEND THE ORIGNAL SUGARPLUM PHASE 1 CONDOMINIUM PLAT (RECORDED AS ENTRY #3862378) TO SHOW THE CURRENT PRIVATE, LIMITED COMMON, AND COMMON AREAS FOR THE EXISTING 7 UNIT CONDOMINIUM DEVELOPMENT. UNIT 6 IS HAS PREPARED CONSTRUCTION PLANS FOR A SMALL ENCLOSED ADDITION TO PROTECT THE PATIO AREA FROM DEEP SNOW ACCUMULATION AND SOME UNITS HAVE MADE SMALL IMPROVEMENTS TO LIMITED COMMON AND PRIVATE SPACES SINCE THE ORIGINAL CONSTRUCTION IN 1983.

OWNER'S DEDICATION AND CONSENT TO RECORD:

THE UNDERSIGNED, MANAGEMENT COMMITTEE OF SUGARPLUM PHASE 1 CONDOMINIUMS ASSOCIATION OF UNIT OWNERS, HERE BY CERTIFY THAT THEY ARE, AND REPRESENT, THE FEE OWNERS OF THE REAL ESTATE DESCRIBED HEREON AND THAT THEY HAVE CAUSED THIS RECORD OF SURVEY MAP TO BE PREPARED AND DULY RECORDED AS SUGARPLUM PHASE 1 CONDOMINIUMS UNITS AMENDED PER THE UTAH CONDOMINUM OWNERSHIP ACT.

DATED THIS _____DAY OF _____,2023.

MANAGEMENT COMMITTEE OF
SUGARPLUM PHASE I CONDOMINIUMS ASSOCIATION OF UNIT OWNERS,
A UTAH NONPROFIT CORPORATION

BY: _____
DENNIS MCEVOY, MANAGEMENT COMMITTEE MEMBER

BY: _____
SCOTT PETERSON, MANAGEMENT COMMITTEE MEMBER

BY: _____
MICHAEL SCHMERTZLER, MANAGEMENT COMMITTEE MEMBER

PROFESSIONAL LAND SURVEYOR
No. 172483
JOHN R. BERRY
STATE OF UTAH

SURVEYOR'S CERTIFICATE:
I, JOHN R. BERRY, CERTIFY THAT THIS PLAT, AND THE SURVEY ON WHICH IT IS BASED, WAS DIRECTED BY ME. THE SURVEY AND FIELDWORK WERE COMPLETED AUGUST 30, 2023

_____ _____
JOHN R. BERRY, PE, PLS DATE

BASIS OF BEARING:
THE BASIS OF BEARING IS N 56°22'52" E 5,118.31 FEET FROM CORNER NO. 2 BLACKJACK LODE CLAIM M.S. #5288, A FOUND MONUMENT, AND THE SOUTH QUARTER CORNER OF SECTION 32, T.2 S., R.3E., SLB&M. A FOUND MONUMENT.

FOUND S¼ CC, S32, T2S, R3E, SLB
2.50" BRASS CAP
IN ROCK MOUND

AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

Sugarplum Phase 1 Condominiums, Lot 2 Sugarplum Planned Unit Development, situate in the SE1/4 of S6, T3S, R3E, SLB&M. The boundaries of said Sugarplum Condominiums Phase 1 Amended are described as follows:

Beginning at the northwesternmost corner of said Sugarplum Phase 1 Condominiums which is N71°42'58"E 113.55 feet and N2°56'10"W 274.83 feet and N56°00'00"E 165.00 feet from Corner No. 2 Blackjack Mining Lode Claim, Mineral Survey #5288, a found monument that bears S56°22'52"W 5,118.31 feet from the S1/4 CC of S32, T2S, R3E, SLB&M a found monument; and running thence S34°00'00"E 195.00 feet; thence S20°00'00"W 140.00 feet; thence S15°00'00"E 76.17 feet to the Alta Bypass Road Right of Way line and beginning of a non-tangent curve concave to the southeast with a radius of 483.00 feet; thence along said curve and Right of Way line 324.31 feet through a central angle of 38°28'17" with chord bearing N33°04'50 E 318.25 feet; thence N34°00'00"W 200.81 feet; thence S65°00'00"W 157.00 feet to the point of beginning. The above-described Sugarplum Condominiums Phase 1 Amended parcel contains 42,054 square feet or 0.965 acres more or less.

ACKNOWLEDGMENT:

COUNTY OF _____ , STATE OF UTAH.

THE WITHIN OWNER(S) DEDICATION WAS ACKNOWLEDGED BEFORE ME ON THIS _____

DAY OF _____2023, BY THE MANAGING COMMITTEE OF SUGARPLUM PHASE 1 CONDOMINIUMS ASSOCIATION OF UNIT OWNERS WHO DID AFFIRM PERSONALLY BEFORE ME THAT THEY ARE:

_____
DENNIS MCEVOY, MANAGEMENT COMMITTEE MEMBER

_____
SCOTT PETERSON, MANAGEMENT COMMITTEE MEMBER

_____
MICHAEL SCHMERTZLER, MANAGEMENT COMMITTEE MEMBER

WITNESS, THE HAND ON THIS _____ DAY OF _____ A.D. 20___.

SIGNED IN THE PRESENCE OF:

_____ _____

_____ _____

STATE OF)
) SS. _____
COUNTY OF) _____

ON THE DATE FIRST ABOVE WRITTEN PERSONALLY APPEARED BEFORE ME, _____ WHO, BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THAT HE SIGNED THE WITHIN AND FOREGOING INSTRUMENT IN ACCORDANCE WITH THE AUTHORITY AS TRUSTEE GIVEN UNDER THE INSTRUMENT CREATING SAID TRUST, AND THAT AS TRUSTEE HE EXECUTED THE SAME.

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, _____ HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS PROPER OFFICERS THEREUNTO DULY AUTHORIZED, THIS _____ DAY OF _____, A.D. 20____.

STATE OF)
) SS. _____
COUNTY OF) BY _____
LIMITED LIABILITY COMPANY
_____
MANAGER

ON THE DATE FIRST ABOVE WRITTEN PERSONALLY APPEARED BEFORE ME, _____, WHO, BEING BY ME DULY SWORN, SAYS THAT HE IS THE MANAGER OF _____, A LIMITED LIABILITY COMPANY, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID COMPANY BY AUTHORITY OF ITS ARTICLES OF ORGANIZATION, AND SAID _____ ACKNOWLEDGED TO ME THAT SAID COMPANY EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL STAMP THE DATE IN THIS CERTIFICATE FIRST ABOVE WRITTEN:

_____
NOTARY PUBLIC (NOTARIZED SEAL)

PLANNING AND ZONING COMMISSION	ALTA TOWN ENGINEER	ALTA TOWN APPROVAL	RECORDED # _____
APPROVED AS TO FORM THIS _____ DAY OF _____, A.D., 20_____	APPROVED AS TO FORM THIS _____ DAY OF _____, A.D., 20_____	PRESENTED TO THE ALTA TOWN COUNCIL THIS _____ DAY OF _____, A.D., 20____ AT WHICH TIME THIS AMENDMENT WAS APPROVED AND ACCEPTED	STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____ DATE: _____ TIME:_____ BOOK: _____ PAGE:_____
CHAIRMAN, ALTA TOWN ZONING COMMISSION	ALTA TOWN ENGINEER	ATTEST: MAYOR	FEE $ SALT LAKE COUNTY RECORDER

NO.	DATE	ISSUE OF RECORD
0	230911	TRANSMITTED FOR TOWN OF ALTA PLANNING COMMISSION
1		
2		

DRAWN BY SJ
CHECKED JRB

Rockhill LLC
898 E. RIPARIAN DRIVE, DRAPER, UT. 84020
801-705-5658

APPROVED JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR DATE: 9/12/23

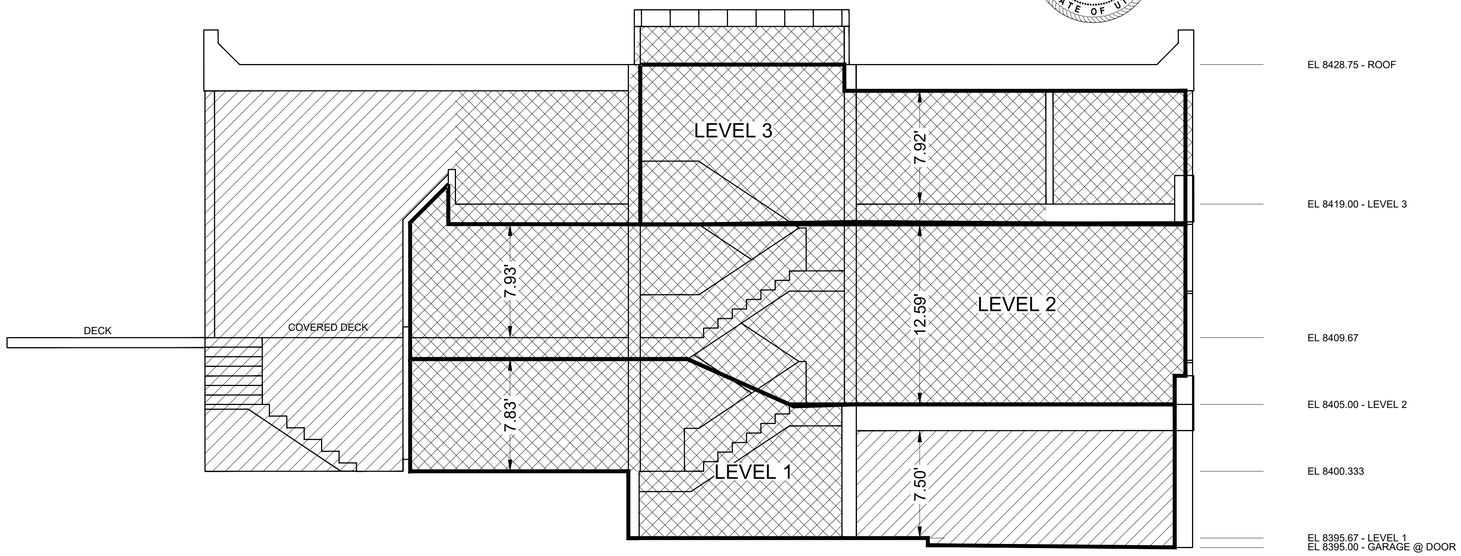
SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

PROJECT: SUGARPLUM TOWNHOUSES CONDTITLE SHEET
PROJECT NUMBER: R230621
HZ SCALE = 1" = 30' ON 24"X36" SHEET (1" = 60' 11"X17")
SHEET NO. 1

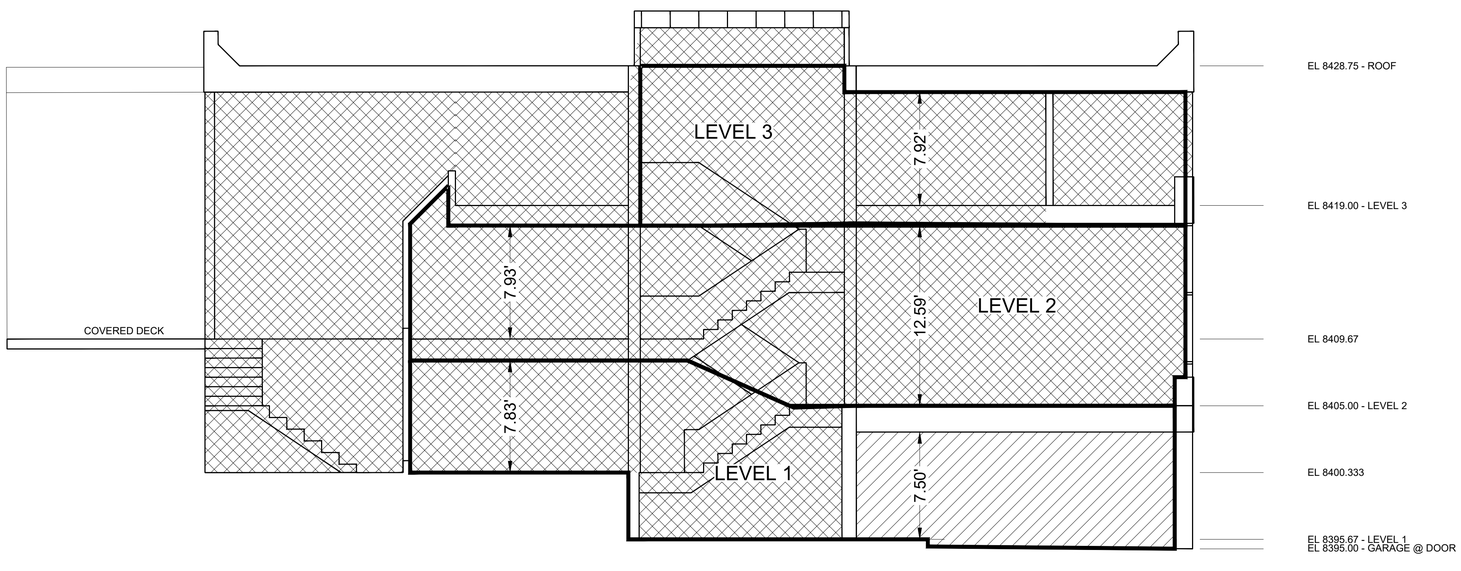
SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M

PROFESSIONAL LAND SURVEYOR
No. 172483
JOHN R. BERRY
STATE OF UTAH



CROSS SECTION OF UNIT 6 - EXISTING



CROSS SECTION OF UNIT 6 - PROPOSED

LIMITED COMMON AREA

PRIVATE OWNERSHIP AREA

0' 5' 10' 20'
GRAPHIC SCALE

NOTE:
SEE UNIT SHEET FOR SPECIFIC LIMITED COMMON AND PRIVATE OWNERSHIP

NO.	DATE	
0	23/9/11	ISSUE OF RECORD
1		TRANSMITTED FOR TOWN OF ALTA PLANNING COMMISSION
2		

DRAWN BY SJ
CHECKED JRB

Rockhill LLC
PROFESSIONAL SERVICES
899 E. RIPARIAN DRIVE, DRAPER, UT. 84020
801-706-5658

PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

PROJECT NUMBER: R230621

SUGARPLUM TOWNHOUSES
CROSS SECTION

APPROVED: JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR

DATE: 9/12/23

HZ SCALE = 1" = 5' ON 24"X36" SHEET (1" = 10' 11"X17")

SHEET NO. 2

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M

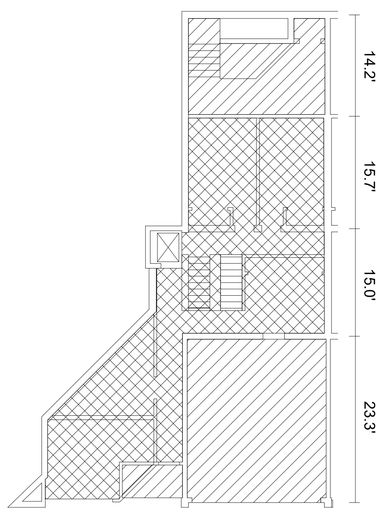
NORTH

PROFESSIONAL LAND SURVEYOR
No. 172483
JOHN R.
BERRY
STATE OF UTAH

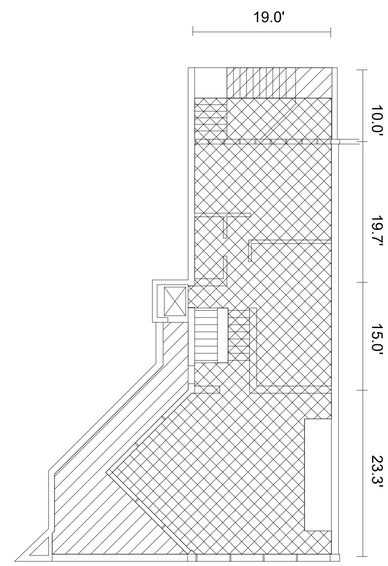
AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - UNIT 1A

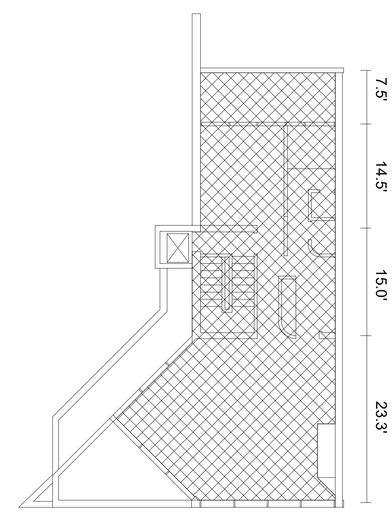
Unit 1, Lot 2 Sugarplum Planned Unit Development, Sugarplum Condominiums Phase 1 Amended recorded as Entry _____ in Salt Lake County Recorder's Office, situate in the Town of Alta, Salt Lake County, in the SE1/4 of S6, T3S, R3E, SLB&M.



UNIT 1A - LEVEL ONE
PRIVATE OWNERSHIP - 914.61 SQ./FT.
LIMITED COMMON - 700.72 SQ./FT.



UNIT 1A - LEVEL TWO
PRIVATE OWNERSHIP - 1,265.92 SQ./FT.
LIMITED COMMON - 328.87 SQ./FT.



UNIT 1A - LEVEL THREE
PRIVATE OWNERSHIP - 1,258.83 SQ./FT.
LIMITED COMMON - 0.00

UNIT 1A - OVERALL
PRIVATE OWNERSHIP - 3,439.36 SQ./FT.
LIMITED COMMON - 1,029.59 SQ./FT.

LIMITED COMMON AREA

PRIVATE OWNERSHIP AREA

0' 10' 20' 30'
GRAPHIC SCALE

AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - UNIT 1A

Unit 1A of Sugarplum Phase 1 Condominiums Amended as recorded in the Office of the Salt Lake County Recorder, situate in the Town of Alta, Salt Lake County, in the SE1/4 of S6, T3S, R3E, SLB&M.

NO.	DATE	ISSUE OF RECORD
0	230911	TRANSMITTED FOR TOWN OF ALTA PLANNING COMMISSION
1		
2		

DRAWN BY SJ
CHECKED JRB

Rockhill LLC
PLANNING ENGINEERING SURVEYING
898 E. RIPARIAN DRIVE, DRAPER, UT. 84020
801-706-5658

PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

PROJECT NUMBER: R230621
SUGARPLUM TOWNHOUSES COND UNIT 1A

APPROVED: JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR DATE: 9/12/23

HZ SCALE = 1" = 10' ON 24"X36" SHEET (1" = 20' 11"X17")

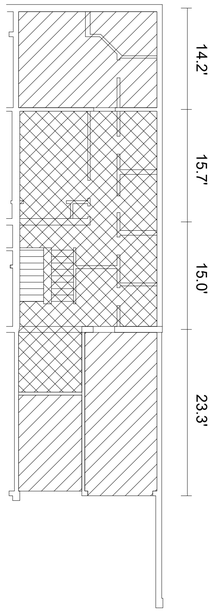
SHEET NO. 3

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

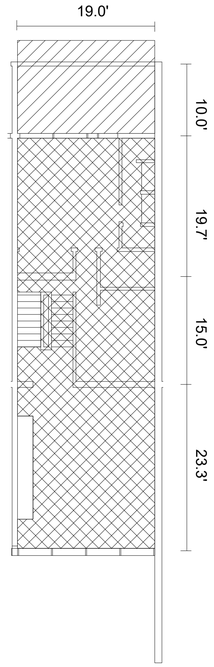
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M

NORTH

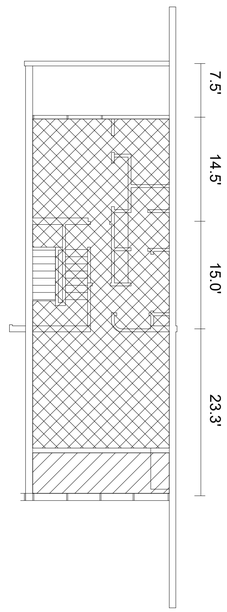
PROFESSIONAL LAND SURVEYOR
No. 172483
JOHN R. BERRY
STATE OF UTAH



UNIT 1B - LEVEL ONE
PRIVATE OWNERSHIP - 632.65 SQ./FT.
LIMITED COMMON - 607.47 SQ./FT.



UNIT 1B - LEVEL TWO
PRIVATE OWNERSHIP - 1,042.74 SQ./FT.
LIMITED COMMON - 249.17 SQ./FT.



UNIT 1B - LEVEL THREE
PRIVATE OWNERSHIP - 854.08 SQ./FT.
LIMITED COMMON - 108.14 SQ./FT.

UNIT 1B - OVERALL
PRIVATE OWNERSHIP - 2,529.47 SQ./FT.

AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - UNIT 1B

Unit 1B of Sugarplum Phase 1 Condominiums Amended as recorded in the Office of the Salt Lake County Recorder, situate in the Town of Alta, Salt Lake County, in the SE1/4 of S6, T3S, R3E, SLB&M.

LIMITED COMMON AREA

PRIVATE OWNERSHIP AREA

0' 10' 20' 30'
GRAPHIC SCALE

NO.	DATE	ISSUE OF RECORD
0	230911	TRANSMITTED FOR TOWN OF ALTA PLANNING COMMISSION
1		
2		

Rockhill LLC
PLANNERS ENGINEERS SURVEYORS
898 E. RIPARIAN DRIVE, DRAPER, UT. 84020
801-706-9588

DRAWN BY SJ
CHECKED JRB

PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

APPROVED: JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR

PROJECT NUMBER: R230621
SUGARPLUM TOWNHOUSES COND' UNIT 1B

DATE: 9/12/23

HZ SCALE = 1" = 10' ON 24"X36" SHEET (1" = 20' 11"X17")

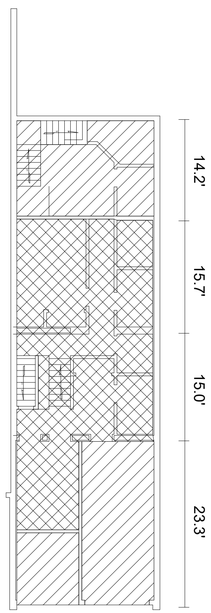
SHEET NO. 4

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

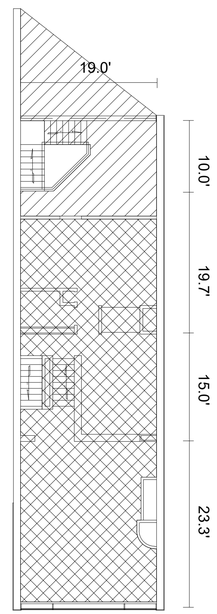
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M

NORTH

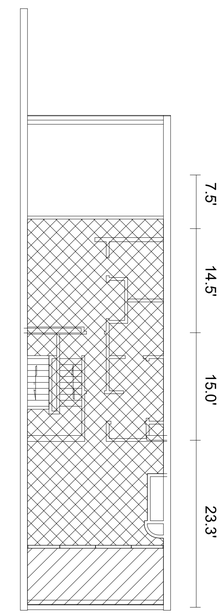
PROFESSIONAL LAND SURVEYOR
No. 172483
JOHN R. BERRY
STATE OF UTAH



UNIT 2 - LEVEL ONE
PRIVATE OWNERSHIP - 674.34 SQ./FT.
LIMITED COMMON - 550.64 SQ./FT.



UNIT 2 - LEVEL TWO
PRIVATE OWNERSHIP - 971.35 SQ./FT.
LIMITED COMMON - 347.83 SQ./FT.



UNIT 2 - LEVEL THREE
PRIVATE OWNERSHIP - 823.19 SQ./FT.
LIMITED COMMON - 150.42 SQ./FT.

UNIT 2 - OVERALL
PRIVATE OWNERSHIP - 2,647.61 SQ./FT.
LIMITED COMMON - 1,048.89 SQ./FT.

AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - UNIT 2

Unit 2 of Sugarplum Phase 1 Condominiums Amended as recorded in the Office of the Salt Lake County Recorder, situate in the Town of Alta, Salt Lake County, in the SE1/4 of S6, T3S, R3E, SLB&M.

LIMITED COMMON AREA

PRIVATE OWNERSHIP AREA

0' 10' 20' 30'
GRAPHIC SCALE

NO.	DATE	ISSUE OF RECORD
0	230911	TRANSMITTED FOR TOWN OF ALTA PLANNING COMMISSION
1		
2		

DRAWN BY SJ
CHECKED JRB

Rockhill LLC
PLANNING ENGINEERING SURVEYING
898 E. RIPARIAN DRIVE, DRAPER, UT. 84020
801-706-9598

PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

APPROVED: JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR

PROJECT NUMBER: R230621
SUGARPLUM TOWNHOUSES COND' UNIT 2

DATE: 9/12/23

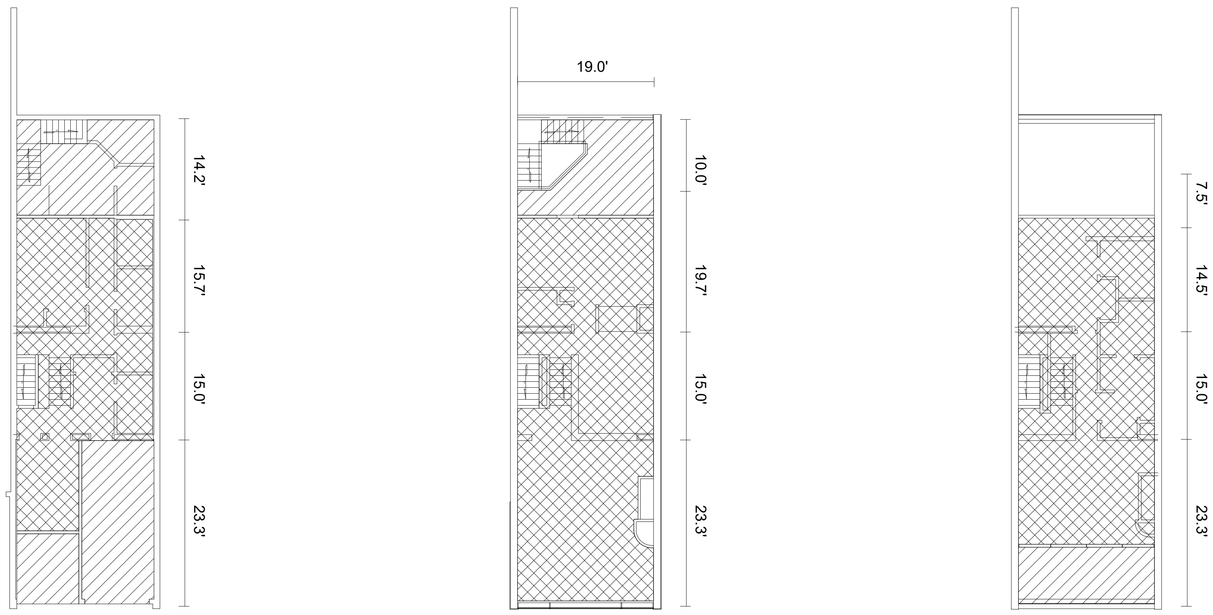
HZ SCALE = 1" = 10' ON 24"X36" SHEET (1" = 20' 11"X17")

SHEET NO. 5

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M

PROFESSIONAL LAND SURVEYOR
No. 172483
JOHN R. BERRY
STATE OF UTAH



UNIT 3 - LEVEL ONE
PRIVATE OWNERSHIP - 646.65 SQ./FT.
LIMITED COMMON - 548.33 SQ./FT.

UNIT 3 - LEVEL TWO
PRIVATE OWNERSHIP - 971.34 SQ./FT.
LIMITED COMMON - 191.88 SQ./FT.

UNIT 3 - LEVEL THREE
PRIVATE OWNERSHIP - 843.59 SQ./FT.
LIMITED COMMON - 150.42 SQ./FT.

UNIT 3 - OVERALL
PRIVATE OWNERSHIP - 2,649.91 SQ./FT.
LIMITED COMMON - 890.63 SQ./FT.

AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - UNIT 3

Unit 3 of Sugarplum Phase 1 Condominiums Amended as recorded in the Office of the Salt Lake County Recorder, situate in the Town of Alta, Salt Lake County, in the SE1/4 of S6, T3S, R3E, SLB&M.

LIMITED COMMON AREA

PRIVATE OWNERSHIP AREA

0' 10' 20' 30'
GRAPHIC SCALE

NO.	DATE	ISSUE OF RECORD
0	230911	TRANSMITTED FOR TOWN OF ALTA PLANNING COMMISSION
1		
2		

Rockhill LLC
898 E. RIPARIAN DRIVE, DRAPER, UT, 84020
801-706-5658

DRAWN BY SJ
CHECKED JRB

PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

PROJECT NUMBER: R230621
SUGARPLUM TOWNHOUSES COND: UNIT 3

APPROVED: JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR DATE: 9/12/23

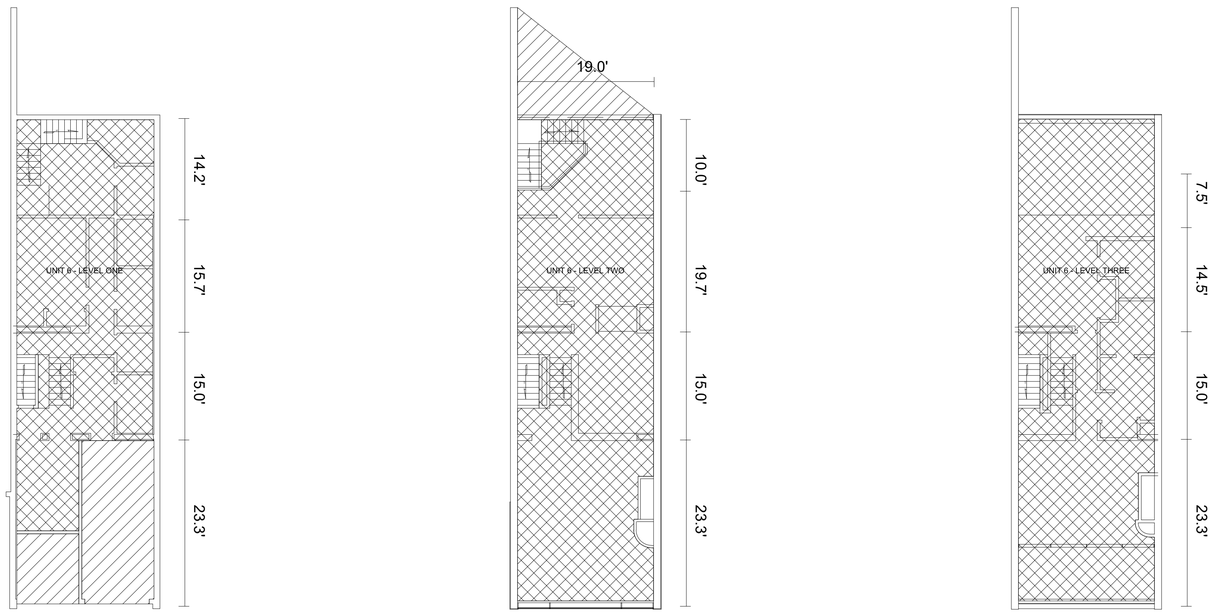
HZ SCALE = 1" = 10' ON 24"X36" SHEET (1" = 20' 11"X17")

SHEET NO. 6

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M

PROFESSIONAL LAND SURVEYOR
No. 172483
JOHN R. BERRY
STATE OF UTAH



UNIT 4 - LEVEL ONE
PRIVATE OWNERSHIP - 919.36 SQ./FT.
LIMITED COMMON - 314.45 SQ./FT.

UNIT 4 - LEVEL TWO
PRIVATE OWNERSHIP - 1,199.82 SQ./FT.
LIMITED COMMON - 155.17 SQ./FT.

UNIT 4 - LEVEL THREE
PRIVATE OWNERSHIP - 1,236.43 SQ./FT.
LIMITED COMMON - 0.00 SQ./FT.

UNIT 4 - OVERALL
PRIVATE OWNERSHIP - 3,388.38 SQ./FT.
LIMITED COMMON - 469.62 SQ./FT.

AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - UNIT 4

Unit 4 of Sugarplum Phase 1 Condominiums Amended as recorded in the Office of the Salt Lake County Recorder, situate in the Town of Alta, Salt Lake County, in the SE1/4 of S6, T3S, R3E, SLB&M.

LIMITED COMMON AREA

PRIVATE OWNERSHIP AREA

0' 10' 20' 30'
GRAPHIC SCALE

NO.	DATE	ISSUE OF RECORD
0	230911	TRANSMITTED FOR TOWN OF ALTA PLANNING COMMISSION
1		
2		

Rockhill LLC
898 E. RIPARIAN DRIVE, DRAPER, UT, 84020
801-706-5658

DRAWN BY SJ
CHECKED JRB

PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

APPROVED JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR DATE: 9/12/23

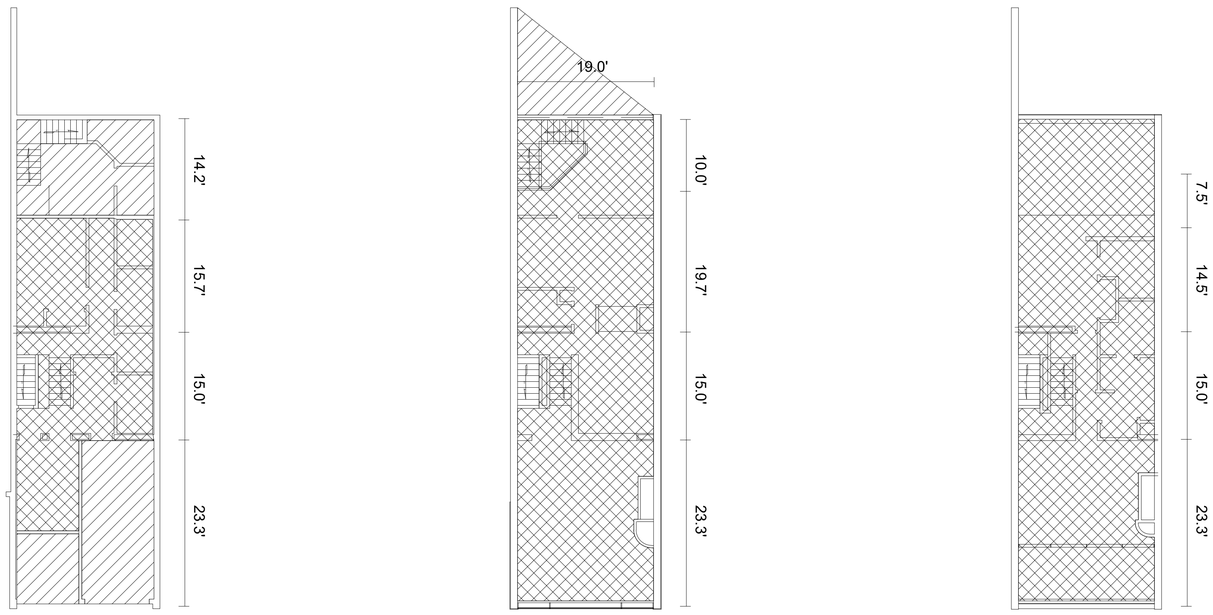
PROJECT NUMBER R230621
SUGARPLUM TOWNHOUSES COND UNIT 4
HZ SCALE = 1" = 10' ON 24"X36" SHEET (1" = 20' 11"X17")

SHEET NO. 7

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M

PROFESSIONAL LAND SURVEYOR
No. 172483
JOHN R.
BERRY
STATE OF UTAH



UNIT 5 - LEVEL ONE
PRIVATE OWNERSHIP - 676.65 SQ./FT.
LIMITED COMMON - 548.32 SQ./FT.

UNIT 5 - LEVEL TWO
PRIVATE OWNERSHIP - 1,232.59 SQ./FT.
LIMITED COMMON - 142.50 SQ./FT.

UNIT 5 - LEVEL THREE
PRIVATE OWNERSHIP - 1,236.43 SQ./FT.
LIMITED COMMON - 0.00 SQ./FT.

UNIT 5 - OVERALL
PRIVATE OWNERSHIP - 2,884.43 SQ./FT.
LIMITED COMMON - 690.82 SQ./FT.

AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - UNIT 5

Unit 5 of Sugarplum Phase 1 Condominiums Amended as recorded in the Office of the Salt Lake County Recorder, situate in the Town of Alta, Salt Lake County, in the SE1/4 of S6, T3S, R3E, SLB&M.

LIMITED COMMON AREA

PRIVATE OWNERSHIP AREA

0' 10' 20' 30'

GRAPHIC SCALE

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Rockhill LLC
898 E. RIPARIAN DRIVE, DRAPER, UT, 84020
801-706-5658

DRAWN BY SJ
CHECKED JRB

PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

PROJECT NUMBER: R230621
SUGARPLUM TOWNHOUSES COND: UNIT 5

APPROVED: JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR DATE: 9/12/23

HZ SCALE = 1" = 10' ON 24"X36" SHEET (1" = 20' 11"X17")

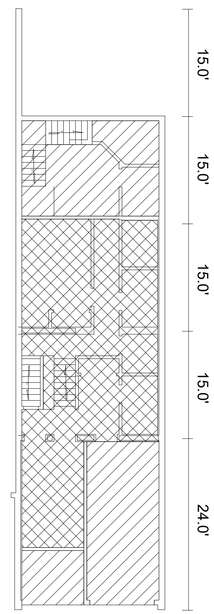
SHEET NO. 8

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

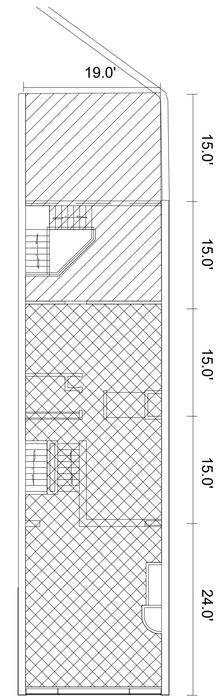
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M

NORTH

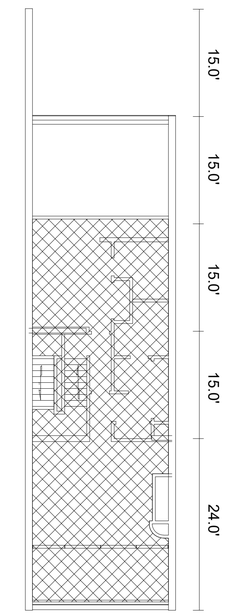
PROFESSIONAL LAND SURVEYOR
No. 172483
JOHN R.
BERRY
STATE OF UTAH



UNIT 6 - LEVEL ONE
PRIVATE OWNERSHIP - 695.72 SQ./FT.
LIMITED COMMON - 529.26 SQ./FT.



UNIT 6 - LEVEL TWO
PRIVATE OWNERSHIP - 971.35 SQ./FT.
LIMITED COMMON - 347.83 SQ./FT.



UNIT 6 - LEVEL THREE
PRIVATE OWNERSHIP - 973.61 SQ./FT.
LIMITED COMMON - 0.00 SQ./FT.

UNIT 6 - OVERALL
PRIVATE OWNERSHIP - 2,640.68 SQ./FT.
LIMITED COMMON - 1,018.80 SQ./FT.

AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - UNIT 6

Unit 6 of Sugarplum Phase 1 Condominiums Amended as recorded in the Office of the Salt Lake County Recorder, situate in the Town of Alta, Salt Lake County, in the SE1/4 of S6, T3S, R3E, SLB&M.

LIMITED COMMON AREA

PRIVATE OWNERSHIP AREA

0' 10' 20' 30'
GRAPHIC SCALE

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2		

DRAWN BY SJ
CHECKED JRB

Rockhill LLC
PLANNING ENGINEERING SURVEYING
898 E. RIPARIAN DRIVE, DRAPER, UT. 84020
801-706-9598

PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

APPROVED: JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR

PROJECT NUMBER: R230621
SUGARPLUM TOWNHOUSES COND' UNIT 6

DATE: 9/12/23

HZ SCALE = 1" = 10' ON 24"X36" SHEET (1" = 20' 11"X17")

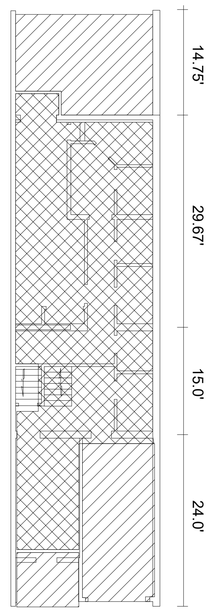
SHEET NO. 9

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

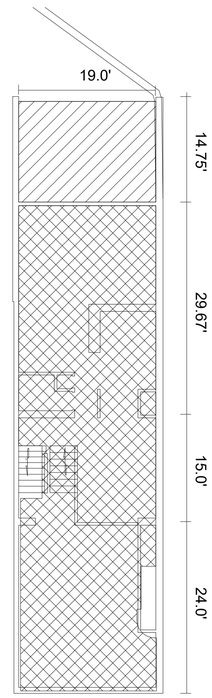
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M

NORTH

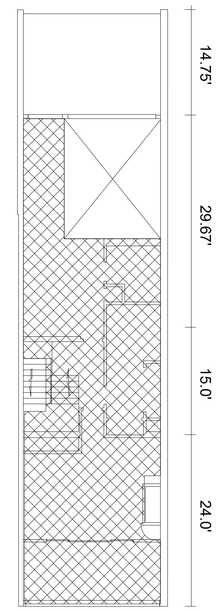
PROFESSIONAL LAND SURVEYOR
No. 172483
JOHN R.
BERRY
STATE OF UTAH



UNIT 6 - LEVEL ONE
PROPOSED RENOVATIONS
PRIVATE OWNERSHIP - 991.44 SQ./FT.
LIMITED COMMON - 536.23 SQ./FT.



UNIT 6 - LEVEL TWO
PROPOSED RENOVATIONS
PRIVATE OWNERSHIP - 1,247.92 SQ./FT.
LIMITED COMMON - 269.60 SQ./FT.



UNIT 6 - LEVEL THREE
PROPOSED RENOVATIONS
PRIVATE OWNERSHIP - 1,025.96 SQ./FT.
LIMITED COMMON - 0.00 SQ./FT.

UNIT 6 - OVERALL
PROPOSED RENOVATIONS
PRIVATE OWNERSHIP - 3,265.32 SQ./FT.
LIMITED COMMON - 805.83 SQ./FT.

LIMITED COMMON AREA

PRIVATE OWNERSHIP AREA

0' 10' 20' 30'
GRAPHIC SCALE

NO.	DATE	
0	230911	ISSUE OF RECORD
1		TRANSMITTED FOR TOWN OF ALTA PLANNING COMMISSION
2		

DRAWN BY SJ
CHECKED JRB

Rockhill LLC
PLANNING & DEVELOPMENT
898 E. RIPARIAN DRIVE, DRAPER, UT. 84020
801-706-9598

PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

PROJECT NUMBER: R230621

SUGARPLUM TOWNHOUSES
UNIT 6 - PROPOSED RENOVATION

APPROVED: JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR
DATE: 9/12/23

HZ SCALE = 1" = 10' ON 24"X36" SHEET (1" = 20' 11"X17")

SHEET NO. 10

N2° 56' 10"W 274.83'
N71° 42' 58"E 113.55'
FOUND 2" Ø STEEL PIPE 16" ABOVE GROUND IN ROCK CAIRN
CORNER #2 OF BLACKJACK MINING LODE CLAIM

Om
MASTER BLEND
PLANT-BASED PROTEIN
21G PLANT PROTEIN
10 MUSHROOM SPECIES
3 BOTANICAL ADAPTOGENS
FOR OPTIMAL HEALTH AND RECOVERY
CREAMY CHOCOLATE
NOW
TASTIE

STRUCTURAL CALCULATIONS

On

Sugarplumb Townhouse Addition & Remodel
9699 Bypass Road
Alta, Utah 84092

LICENSED STRUCTURAL ENGINEER
No. 260129
HUA SHEN
EXPIRATION DATE: 3/31/2023
STATE OF UTAH

11/12/2021

SE Job No. 21421

Nov., 2021

Shen Engineers, Inc.

2225 East Murray Holladay Rd.
Suite 208
Holladay, Utah 84117
Tel. 801-277-2625

100 S. Alameda St. Suite 463
Los Angeles, CA 90012
Tel. 858-699-2275

Design Information

IBC/IRC	2018/2015		
Roof Snow Load:	165 psf		
Percentage of Snow on Seismic Design:	29 %		
Ultimate Wind Speed:	115 mph	Exp. C	
Seismic Design Category:	D		
Roof Dead Load:	20 psf		
Floor Dead Load:	35 psf		
Floor Live Load:	40 psf		
Min. Deck Live Load:	60 psf		
Min. Deck Dead Load:	75 psf	15/75	
	Conc. Topping		
Wood Stud Wall:	15 psf		
w/Stone Veneer	45 psf	if apply	

Roofing	3	
Plywood	2.5	
Roof Joists	2	
Roof Beams	2	
C/L/P/M	8	
Misc	2.5	
	20 psf	
Flooring	18	3or18
Plywood	2.5	
Floor Joists	2	
Floor Beams	2	
Partition	5	
C/L/P/M	3	
Misc	2.5	
	35 psf	

1 1/2"Gypcrete

Concrete: 3000 psi Design Based on 2500 psi

Rebar: G60

Timber: DF#2 or Better

Glu-Lam Beam: 24F-V8 cantilever
24F-V4 others

Soils:	1500 psf	assumed
Pa=	45 pcf	
Pp=	300 pcf	
Fr=	0.45	
Soil Density	110 pcf	
Frost depth:	36 in	

IBC2018

Determine Roof Snow Load in Utah and Percent of Seismic on Snow Load

Input

		A=	8.48 x1000ft	Proof=	165 psf	
PO=	psf		S= psf/100ft		A0=	1000ft
	86		63			5
					A-A0=	3.48

1. Ground and Roof Snow Load

Pground= 235.5 psf
Proof= 164.9 psf

Proof= 165 psf

2. Percent of Snow Load to Seismic Design

Wseismic= 28.7 Percent

County	P0	S	A0
Salt Lake Cit	43	63	4.5
Utah	43	63	4.5
Summit	86	63	5
Wasatch	86	63	5
Weber	43.0	63.0	4.5
Mogan	57.0	63.0	4.5
Wayne	36.0	63.0	6.5

Snow Drifting Calculation for Warm-Roof

Input

		Pnoof=	165 psf		I= 1		
Pf=	165 psf		Ce=	1	Roof Slop	5 /12	
			Ct=	1.0			

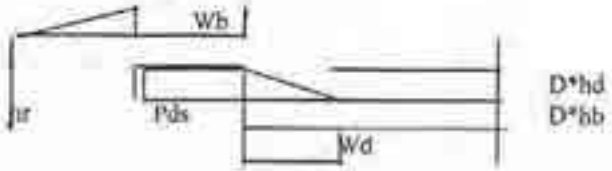
1. Snow Load Reduction Parapet? yes

Cs=	1.00 psf	Roof Slope	23
Pr=	**165 psf**		

2. Drift Snow Load on Low Roofs

Number of Drift Snow for Calc.= 4

Pg=	236 psf
D=	30.0 pcf
hb=	5.5 ft



DS-1

Wb=	30 ft
hr=	10 ft
Factor	1
hd=	3.8 ft
Pds-1=	114 psf
Wd=	15.2 ft

DS-3

Wb=	50
hr=	10
Factor	1
hd=	4.5
Pds-3=	135
Wd=	18.0

DS-Parapet

Wb=	60 ft
hr=	10 ft
sliding factor	1
hd=	4.5 ft
Pds-4=	135 psf
Wd=	18.0 ft

DS-2

Wb=	40 ft
hr=	10 ft
Factor	1
hd=	4.3 ft
Pds-2=	130 psf
Wd=	17.3 ft

DS-Parapet

Wb=	100 ft
hr=	10 ft
sliding factor	1
hd=	4.5 ft
Pds-4=	135 psf
Wd=	18.0 ft

DS-Sloped Hip & Gable Roofs w/W<20'

Pds-5=	247 psf

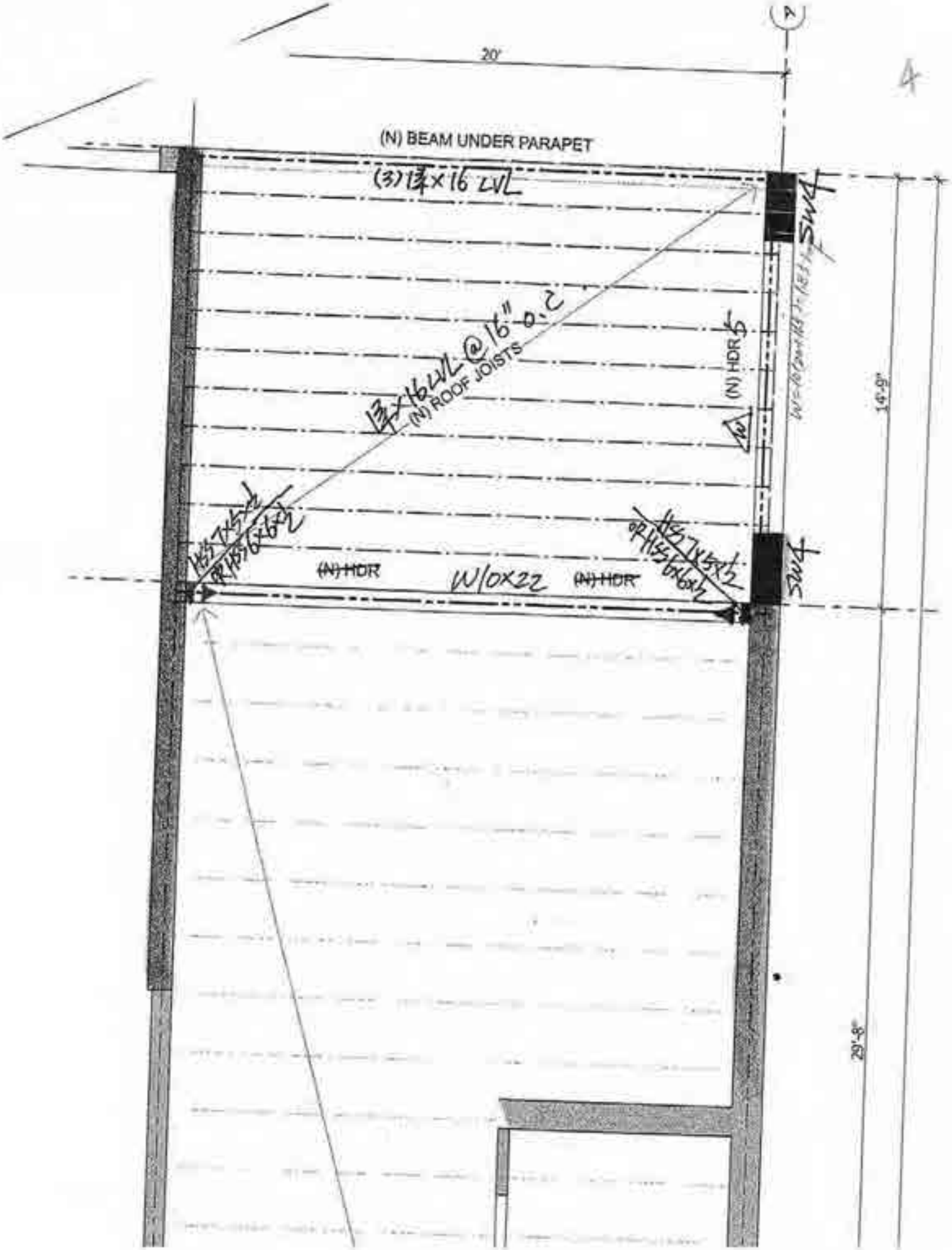
DS-Sloped Hip & Gable Roofs w/W>20'

Pg=	165
Beta=	.5
Pds-6=	247

DS-Sliding Snow

Pf=	165
W=	30.0
Pds-sliding=	132

in 15'-0" area



20'
(N) BEAM UNDER PARAPET
(3) 1¾×16 LVL
1¾×16 LVL @ 16" o.c.
(N) ROOF JOISTS
(N) HDR 5
SW4
SW4
14'-9"
29'-8"
~~(N) HDR~~
W10×22
~~(N) HDR~~

Roof Joist Design-TJI and LVL

Dead Load= 20 PSF
Snow Load= 170 PSF w/Snow Drift 255 PSF

Span Chart:

Marks			O.C.	w/o Snow Drift	w/Snow Drift
9 1/2"	TJI	210	24	ft	ft
9 1/2"	TJI	210	16	ft	ft
9 1/2"	TJI	210	12	ft	ft
11 7/8"	TJI	210	24	ft	ft
11 7/8"	TJI	210	16	11 ft	8 ft
11 7/8"	TJI	210	12	ft	ft
11 7/8"	TJI	560	24	ft	ft
11 7/8"	TJI	560	16	13.5 ft	9 ft
11 7/8"	TJI	560	12	ft	ft
1 3/4x11 7/8	LVL	1900	24	ft	ft
1 3/4x11 7/8	LVL	1900	16	15 ft	13.5 ft
1 3/4x11 7/8	LVL	1900	12	ft	ft
16"	TJI	210	24	ft	ft
16"	TJI	210	16	ft	ft
16"	TJI	210	12	ft	ft
16"	TJI	360	24	ft	ft
16"	TJI	360	16	ft	ft
16"	TJI	360	12	ft	ft
16"	TJI	560	24	ft	ft
16"	TJI	560	16	ft	ft
16"	TJI	560	12	ft	ft
1 3/4x16	LVL	1900	24	ft	ft
1 3/4x16	LVL	1900	16	ft	ft
1 3/4x16	LVL	1900	12	ft	ft

FORTE WEB

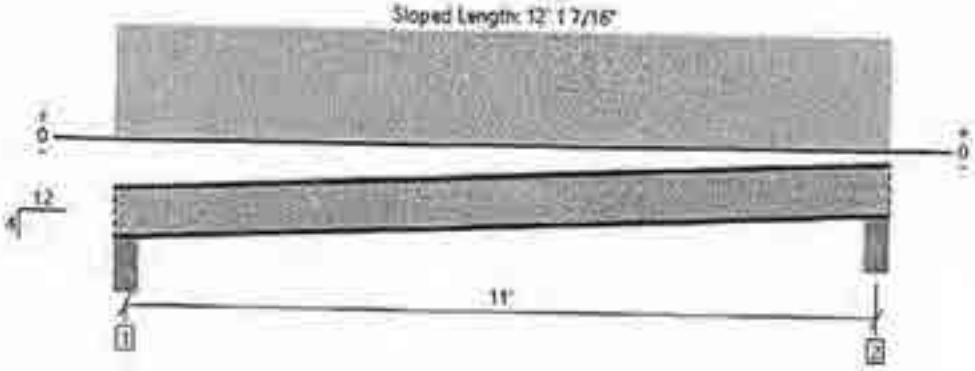
MEMBER REPORT

PASSED

6

Level, Roof: Joist

1 piece(s) 11 7/8" TJI® 210 @ 16" OC



All locations are measured from the outside face of left support (or left cantilever end). All dimensions are horizontal.

Member Length : 12' 5 7/16"

System : Roof
Member Type : Joist
Building Use : Residential
Building Code : IBC 2018
Design Methodology : ASD
Member Pitch : 4/12

Design Results	Actual @ Location	Allowed	Result	LDF	Load: Combination (Pattern)
Member Reaction (lbs)	1465 @ 5"	1460 (3.50")	Passed (100%)	1.00	1.0 D + 1.0 S (All Spans)
Shear (lbs)	1338 @ 6"	1655	Passed (81%)	1.00	1.0 D + 1.0 S (All Spans)
Moment (Ft-lbs)	3623 @ 5' 9"	3795	Passed (95%)	1.00	1.0 D + 1.0 S (All Spans)
Live Load Defl. (in)	0.291 @ 5' 9"	0.562	Passed (L/464)	---	1.0 D + 1.0 S (All Spans)
Total Load Defl. (in)	0.327 @ 5' 9"	0.750	Passed (L/413)	---	1.0 D + 1.0 S (All Spans)

* Deflection criteria: LL (L/240) and TL (L/180).
* Allowed moment does not reflect the adjustment for the beam stability factor.

Supports	Bearing Length			Loads to Supports (lbs)			Accessories
	Total	Available	Required	Dead	Snow	Total	
1 - Beveled Plate - SPF	6.00"	6.00"	3.50"	162	1303	1465	Blocking
2 - Beveled Plate - SPF	6.00"	6.00"	3.50"	162	1303	1465	Blocking

* Blocking Panels are assumed to carry no loads applied directly above them and the full load is applied to the member being designed.

Lateral Bracing	Bracing Intervals	Comments
Top Edge (Lu)	3' 8" o/c$_s$	
Bottom Edge (Lu)	12' 1" o/c	

*TJI joists are only analyzed using Maximum Allowable bracing solutions.
*Maximum allowable bracing intervals based on applied load.

Vertical Load	Location (Side)	Spacing	Dead (0.90)	Snow (1.60)	Comments
1 - Uniform (PSF)	0 to 11' 6"	16"	30.0	170.0	Default Load

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The product application, input design loads, dimensions and support information have been provided by HB.

ForteWEB Software Operator	Job Notes
Yonglong Xu Shen Engineers (801) 277-2625 henryshen90@gmail.com	

Weyerhaeuser

4/19/2021 2:42:08 AM UTC
ForteWEB v3.1, Engine: V8.1.6.2, Data: V8.0.1.0
File Name: floor

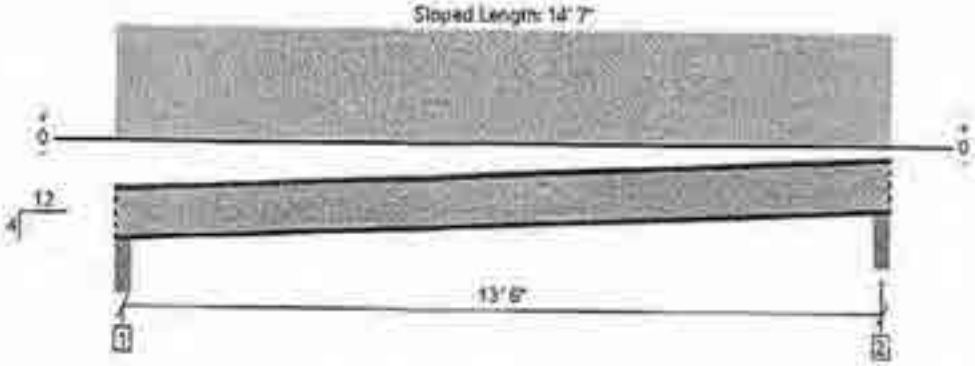
FORTE WEB

MEMBER REPORT

PASSED

Level, Roof: Joist

1 piece(s) 11 7/8" TJI® 560 @ 16" OC



All locations are measured from the outside face of left support (or left cantilever end). All dimensions are horizontal.

Member Length : 14' 10 13/16"

System : Roof
Member Type : Joist
Building Use : Residential
Building Code : IBC 2018
Design Methodology : ASD
Member Pitch : 4/12

Design Results	Actual @ Location	Allowed	Result	LDF	Load Combination (Pattern)
Member Reaction (lbs)	1762 @ 3"	1725 (3.50")	Passed (102%)	1.00	1.0 D + 1.0 S (All Spans)
Shear (lbs)	1677 @ 4"	2090	Passed (82%)	1.00	1.0 D + 1.0 S (All Spans)
Moment (Ft-lbs)	5662 @ 6' 11"	9500	Passed (60%)	1.00	1.0 D + 1.0 S (All Spans)
Live Load Defl. (in)	0.359 @ 6' 11"	0.703	Passed (L/470)	—	1.0 D + 1.0 S (All Spans)
Total Load Defl. (in)	0.404 @ 6' 11"	0.937	Passed (L/418)	—	1.0 D + 1.0 S (All Spans)

* Deflection criteria: LL (L/240) and TL (L/180).
* Allowed moment does not reflect the adjustment for the beam stability factor.

Supports	Bearing Length			Loads to Supports (lbs)			Accessories
	Total	Available	Required	Dead	Snow	Total	
1 - Beveled Plate - PSL	4.00"	4.00"	3.50"	194	1568	1762	Blocking
2 - Beveled Plate - SPF	4.00"	4.00"	3.50"	194	1568	1762	Blocking

* Blocking Panels are assumed to carry no loads applied directly above them and the full load is applied to the member being designed.

Lateral Bracing	Bracing Intervals	Comments
Top Edge (Lu)	7' 4" o/c	
Bottom Edge (Lu)	14' 7" o/c	

*TJI joists are only analyzed using Maximum Allowable bracing solutions.
*Maximum allowable bracing intervals based on applied load.

Vertical Load	Location (Side)	Spacing	Dead (0.90)	Snow (1.00)	Comments
1 - Uniform (PSF)	0 to 13' 10"	16"	20.0	175.0	Default Load

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The product application, input design loads, dimensions and support information have been provided by HS

ForteWEB Software Operator	Job Notes
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4/19/2021 2:47:50 AM UTC
ForteWEB v3.1, Engine: V8.1.6.2, Data: V8.0.1.0
File Name: floor

FORTE WEB

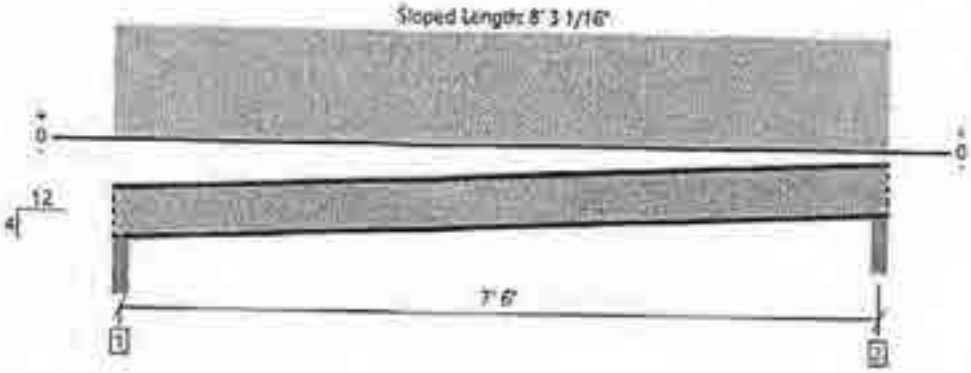
MEMBER REPORT

PASSED

8

Level, Roof: Joist

1 piece(s) 11 7/8" TJI® 210 @ 16" OC



All locations are measured from the outside face of left support (or left cantilever end). All dimensions are horizontal.

Design Results	Actual @ Location	Allowed	Result	LDF	Load: Combination (Pattern)
Member Reaction (lbs)	1442 @ 3"	1460 (3.50")	Passed (99%)	1.00	1.0 D + 1.0 S (All Spans)
Shear (lbs)	1319 @ 4"	1655	Passed (80%)	1.00	1.0 D + 1.0 S (All Spans)
Moment (Ft-lbs)	2475 @ 3' 11"	3795	Passed (65%)	1.00	1.0 D + 1.0 S (All Spans)
Live Load Defl. (in)	0.119 @ 3' 11"	0.387	Passed (L/770)	—	1.0 D + 1.0 S (All Spans)
Total Load Defl. (in)	0.129 @ 3' 11"	0.515	Passed (L/719)	—	1.0 D + 1.0 S (All Spans)

• Deflection criteria: LL (L/240) and TL (L/180).

• Allowed moment does not reflect the adjustment for the beam stability factor.

Member Length : 8' 3 1/16"

System : Roof
Member Type : Joist
Building Use : Residential
Building Code : IBC 2018
Design Methodology : ASD
Member Pitch : 4/12

Supports	Bearing Length			Loads to Supports (lbs)			Accessories
	Total	Available	Required	Dead	Snow	Total	
1 - Sawed Plate - PSL	4.00"	4.00"	3.42"	110	1332	1442	Blocking
2 - Bowled Plate - SPF	4.00"	4.00"	3.42"	110	1332	1442	Blocking

• Blocking Panels are assumed to carry no loads applied directly above them and the full load is applied to the member being designed.

Lateral Bracing	Bracing Intervals	Comments
Top Edge (Lu)	8' 3" o/c	
Bottom Edge (Lu)	8' 3" o/c	

•TJI Joists are only analyzed using Maximum Allowable bracing solutions.

•Maximum allowable bracing intervals based on applied load.

Vertical Load	Location (Side)	Spacing	Dead (0.90)	Snow (1.00)	Comments
1 - Uniform (PSF)	0 to 7' 10"	16"	20.0	200.0	Default Load

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The product application, input design loads, dimensions and support information have been provided by HS

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4/19/2021 2:54:11 AM UTC
ForteWEB v3.1, Engine: V8.1.6.2, Data: V8.0.1.0
File Name: floor

FORTE WEB

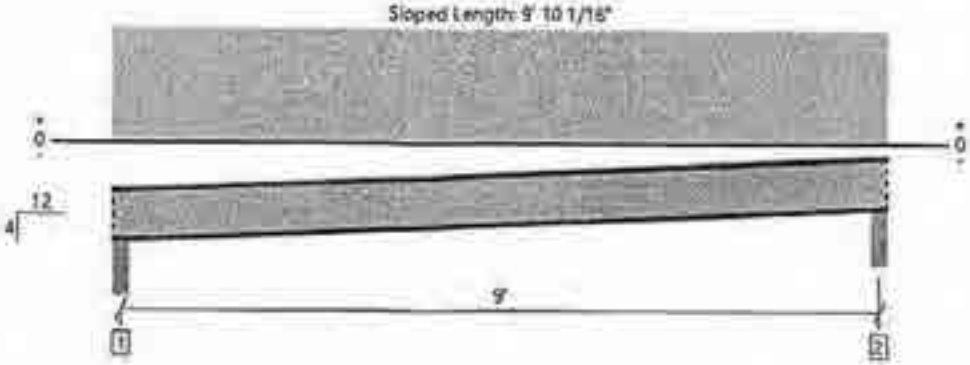
MEMBER REPORT

PASSED

Level, Roof: Joist

1 piece(s) 11 7/8" TJI® 560 @ 16" OC

Sloped Length: 9' 10 1/16"



All locations are measured from the outside face of left support (or left cantilever end). All dimensions are horizontal.

Member Length : 18' 3"

System : Roof
Member Type : Joist
Building Use : Residential
Building Code : IBC 2018
Design Methodology : ASD
Member Pitch : 4/12

Design Results	Actual @ Location	Allowed	Result	LDF	Load: Combination (Pattern)
Member Reaction (lbs)	1718 @ 3"	2725 (3.50")	Passed (100%)	1.00	1.0 D + 1.0 S (All Spans)
Shear (lbs)	1535 @ 4"	2050	Passed (78%)	1.00	1.0 D + 1.0 S (All Spans)
Moment (Ft-lbs)	3500 @ 4' 8"	9500	Passed (38%)	1.00	1.0 D + 1.0 S (All Spans)
Live Load Defl. (in)	0.132 @ 4' 8"	0.466	Passed (L/844)	—	1.0 D + 1.0 S (All Spans)
Total Load Defl. (in)	0.142 @ 4' 8"	0.621	Passed (L/779)	—	1.0 D + 1.0 S (All Spans)

- Deflection criteria: LL (L/240) and TL (L/180).
- Allowed moment does not reflect the adjustment for the beam stability factor.

Supports	Bearing Length			Loads to Supports (lbs)			Accessories
	Total	Available	Required	Dead	Snow	Total	
1 - Beveled Plate - PSL	4.00"	4.00"	3.47"	131	1587	1718	Blocking
2 - Beveled Plate - SPF	4.00"	4.00"	3.47"	131	1587	1718	Blocking

- Blocking Panels are assumed to carry no loads applied directly above them and the full load is applied to the member being designed.

Lateral Bracing	Bracing Intervals	Comments
Top Edge (Lu)	9' 5" o/c	
Bottom Edge (Lu)	9' 10" o/c	

- TJI Joists are only analysed using Maximum Allowable bracing solutions.
- Maximum allowable bracing intervals based on applied load.

Vertical Load	Location (Side)	Spacing	Dead (0.90)	Snow (1.00)	Comments
1 - Uniform (PSF)	0 to 9' 4"	16"	30.0	255.0	Default Load

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The product application, input design loads, dimensions and support information have been provided by NS

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4/19/2021 2:51:18 AM UTC
ForteWEB v3.1, Engine: V8.1.6.2, Data: V8.0.1.0
File Name: floor

Roof and Floor Sheathing-Plywood/OSB

TABLE 24

RECOMMENDED UNIFORM ROOF LIVE LOADS FOR APA RATED SHEATHING[a] AND APA RATED STURD-I-FLOOR WITH STRENGTH AXIS PERPENDICULAR TO SUPPORTS[b]

Panel Span Rating	Minimum Panel Performance Category	Maximum Span (in.) With Edge Support[c]	Maximum Span (in.) Without Edge Support	Allowable Live Loads (psf)[d] Spacing of Supports Center-to-Center (in.) 12	16	20	24	32	40	48	60
APA RATED SHEATHING[a]											
12/0	3/8	12	12	30							
16/0	3/8	16	16	70	30						
20/0	3/8	19.2	19.2	120	50	30					
24/0	3/8	24	19.2[e]	190	100	40	30				
24/16	7/16	24	24	190	100	65	40				
32/16	15/32	32	28	300	165	110	65	30			
40/20	19/32	40	32	—	275	195	120	60	30		
48/24	23/32	48	36	—	—	270	175	95	45	30	
60/32[f]	7/8	60	40	—	—	—	305	165	100	70	35
60/48[f]	1-1/8	60	48	—	—	—	305	165	100	70	35
APA RATED STURD-I-FLOOR[b]											
16 oc	19/32	24	24	185	100	65	40				
20 oc	19/32	32	32	270	150	100	60	30			
24 oc	23/32	48	36	—	240	160	100	50	30	20	
32 oc	7/8	48	40	—	—	295	185	100	55	35	
48 oc	1-3/32	60	48	—	—	—	290	160	100	65	40

a. Includes APA RATED SHEATHING/CEILING DECK.
b. Applies to APA RATED SHEATHING and APA RATED STURD-I-FLOOR panels 24 inches or wider applied over two or more spans.
c. Tongue-and-groove edges, panel edge clips (one midway[*] between each support, except two equally spaced between supports 48 inches on center or greater), lumber blocking, or other. For low slope roofs, see Table 25.
[*]No established tolerance.
d. 10 psf dead load assumed.
e. 19.2 inches for Performance Category 3/8 and 7/16 panels. 24 inches for Performance Category 15/32 and 1/2 panels.
f. Check with supplier for availability.
g. Also applies to C-C Plugged grade plywood.

SHEATHING SPAN

SPAN RATING	NOMINAL PANEL THICKNESS (inch)	MAXIMUM SPAN (inches) With edge support[c]	Without edge support	ALLOWABLE LIVE LOAD[d] (psf) Spacing of supports center-to-center (inches) 12	16	19.2	24	32	40	48	54	60
20/0	3/8, 11/32	20	20	120	50	30						
24/0	3/8	24	20	190	100	60	30					
24/16	7/16	24	24	190	100	65	40					
32/16	15/32, 1/2	32	28		180	120	70	30				
40/20	19/32, 5/8	40	32			303	130	60	30			
48/24	23/32, 3/4	48	36				173	95	45	30		
54/32	7/8, 1	54	40					130	75	50	35	
60/32	7/8, 1	60	40					165	100	70	50	35
60/48	7/8, 1, 1-1/8	60	48					165	100	70	50	35

FLOOR SPAN

SPAN RATING	NOMINAL PANEL THICKNESS (inch)	MAXIMUM SPAN (inches) With edge support[c]	Without edge support	ALLOWABLE LIVE LOAD[d] (psf) Spacing of supports center-to-center (inches) 12	16	19.2	24	32	40	48	54	60
16 oc	19/32, 5/8	24	24	185	100	65	40					
20 oc	19/32, 5/8, 3/4	32	32	270	150	100	60	30				
24 oc	23/32, 3/4	48	36		240	160	100	50	30	20		
32 oc	7/8, 1	48	40			295	185	100	60	40		
48 oc	1-1/8, 1-3/4	60	48				290	160	100	65	50	40

ROOF JOIST:

SPAN: 20'-0" SPACE = 16"

$W = 1.33(20 + 165) = 246$ PLF

1¾x16 LVL @ 16" o.c. GF 299 PLF

OK

Header Design

		4'	5'	6'	7'	8'	10'	12'	14'	16'	18'
HDR1	(3)2x6	1017	688	478	351	270					
HDR2	(3)2x8/(3)1 3/4x5 1/2LVL	1482	1090	766	563	431	276	168	105		
HDR3	(3)2x10/(3)1 3/4X7 1/4LVL			1143		642	411	285	210	162	114
HDR4	(3)2x12/(3)1 3/4x9 1/2LVL			1539		864	555	384	282	216	171
HDR5	5 1/8x12GLB/(3)1 3/4x11 7/8LVL					3075	1968	1367	1004	721	506
HDR6	(2)2x6	681	461	320	235	181					
HDR7	(2)2x8/(2)1 3/4x5 1/2LVL	993	730	513	377	289	185	113	70		
HDR8	(2)2x10/(2)1 3/4X7 1/4LVL			766		430	275	191	141	109	76
HDR9	(2)2x12/(2)1 3/4x9 1/2LVL			1031		579	372	257	189	145	115
HDR10	3 1/8x12GLB/(2)1 3/4x11 7/8LVL					2060	1319	916	673	483	339

HEADER SCHEDULE

MARK	SIZE	END BRG.	REMARKS
HDR-1	(3)2x6	(2)2x6	
HDR2	(3)2x8	(2)2x6	or (3) 3/4x5 1/2LVL
HDR-3	(3)2x10	(2)2x6	or (3) 3/4x7 1/4LVL
HDR-4	(3)2x12	(3)2x6	or (3) 3/4x9 1/2LVL
HDR-5	5 1/8x12 GLB	(3)2x6	or (3) 3/4x11 7/8LVL
HDR-6	(2)2x6	(2)2x4	
HDR-7	(2)2x8	(3)2x4	or (2) 3/4x5 1/2LVL
HDR-8	(2)2x10	(3)2x4	or (2) 3/4x7 1/4LVL
HDR-9	(2)2x12	(3)2x4	or (2) 3/4x9 1/2LVL
HDR-10	3 1/8x12 GLB	(4)2x4	or (2) 3/4x11 7/8LVL

NOTES:

1. GLULAM BEAMS SHALL BE COMBINATION SYMBOL 24F-V4 FOR REGULAR BEAM AND 24F-V8 FOR CANTILEVERED BEAM TYPICAL.
2. ALL GLULAM BEAMS TO BE ZERO CAMBER BEAMS U.N.O.
3. ALL MULTI-MEMBER BEAMS & STUDS SHALL BE NAILED TOGETHER W/(2) ROWS 16d @ 6" O.C. BOTH SIDES TYPICAL.

NUMBER OF KING STUDS:
ONE KING STUD FOR OPNG. 2'-0" TO 5'-0"
TWO KING STUDS FOR OPNG. 5'-0" TO 10'-0"
THREE KING STUDS FOR OPNG. 10'-0" TO 15'-0"
FOUR KING STUDS FOR OPNG. 15'-0" TO 20'-0"

Shen Engineers, Inc.
Structural/Seismic Consultants

Project Name
Design
Date

Project No.

Page No. 13

ROOF BEAM DESIGN

RB1 5.125 x 12 GLB MIN.

$W_{DL} = 150 \times 20 = 300$ plf

$W_{u\,MAX} = 3600$ plf

4'-0" ~ 2'-0"

$W_{u\,max} = 2400$ plf 5'-0" ~ 2'-6" 9'-0 2'-0

$W_{u\,max} = 1800$ plf 6'-0 ~ 2'-0" 5'-0 2'-6"

$W_{u\,max} = 1400$ plf 7'-0 ~ 2'-6" 6'-0 3'-0"

$W_{u\,max} = 1100$ plf 8'-0 ~ 4'-0" 7'-0 2'-6"

8'-0 4'-0

General Timber Beam

Description RB1

4'-0 – 2'-0

General Information

Calculations are designed

Section Name	5.125x12.0	Center Span	4.00 ft	LU	0.00 ft
Beam Width	5.125 in	Left Cantilever	0 ft	LU	0.00 ft
Beam Depth	12.000 in	Right Cantilever	2.00 ft	LU	0.00 ft
Member Type	Glulam				
		Fb Base Allow	2,400.0 psi		
Load Dur. Factor	1.000	Fv Allow	190.0 psi		
Beam End Fixity	Pin-Pin	Fc Allow	625.0 psi		
		E	1,800.0 ksi		

Full Length Uniform Loads

Center	DL	300.00 plf	LL	1,800.00 plf
Left Cantilever	DL	plf	LL	plf
Right Cantilever	DL	300.00 plf	LL	1,200.00 plf

Summary

Beam Design OK

Span = 4.00ft, Right Cant = 2.00ft, Beam Width = 5.125in, Depth = 12in, End fixity Pin-Pin

Max Stress Ratio	0.975 : 1				
Maximum Moment	-14.8 k-ft		Maximum Shear * 1.5		11.4 k
Allowable	34.8 k-ft		Allowable		11.7 k
Max. Positive Moment	7.40 k-ft	at 1.850 ft	Shear	@ Left	7.50 k
Max. Negative Moment	-2.40 k-ft	at 4.000 ft		@ Right	14.62 k
Max @ Left Support	0.00 k-ft		Camber	@ Left	0.000 in
Max @ Right Support	-14.80 k-ft			@ Center	0.000 in
Max M allow	34.80			@ Right	0.000 in
fb 1,442.90 psi	fc 184.58 psi		Reactions		
Fb 2,400.00 psi	Fv 190.00 psi		Left DL 0.30 k	Max	7.50 k
			Right DL 0.60 k	Min	00.10 k

Deflections

	Dead Load	Total Load		Dead Load	Total Load
Center Span			Left Cantilever		
Deflection	-0.000 in	-0.016 in	Deflection	0.000 in	0.000 in
Location	1.877 ft	1.988 ft	Length/Defl	0.0	0.0
Length/Defl	133,080.0	3,008.37	Right Cantilever		
			Deflection	-0.000 in	-0.058 in
			Length/Defl	84,364.8	700.0

General Timber Beam

Description: R01

5'-0 ~ 2'-6"

General Information

Full Length Uniform Loads

Summary

Beam Design OK

Deflections

General Timber Beam

Description: R01

7'-0 ~ 3'-6"

General Information

Full Length Uniform Loads

Summary

Beam Design OK

Deflections

General Timber Beam

Description: R01

6'-0 ~ 3'-0

General Information

Full Length Uniform Loads

Summary

Beam Design OK

Deflections

General Timber Beam

Description: R01

8'-0 ~ 4'-0

General Information

Full Length Uniform Loads

Summary

Beam Design OK

Deflections

Shen Engineers, Inc.
Structural/Seismic Consultants

Project Name
Design
Date

Project No.

Page No.

14

RB-2A

1 3/4x11 7/8LVL

1 3/4 x 11 7/8

Allowable Uniform Loads (plf)

Fb= 2600 psi

Fv= 285 psi

E= 1900 ksi

Delta(TL)= L/ 240

Delta(LL)= L/ 360

Cd= 1

Cr=

Span(ft)	1.00
4	3908
5.5	2243
6	1964
7	1455
8	1114
9	880
10	713
11	589
12	495
13	422
14	364
15	306
16	252
17	210
18	177
19.5	139
20	129

Shen Engineers
Structural/Seismic Consultants

Project Name
Design
Date

Project No. Page of

RB2.

$W_1 = \frac{L}{\sqrt{2}} \times \frac{1}{2} \times W \times \frac{2}{3} = \frac{L}{3} W$

VALLEY BM USING (2) $1\frac{3}{4} \times 11\frac{7}{8}$

$W = 20$ psf
( )

(2) $1\frac{3}{4} \times 11\frac{7}{8}$

	GR W_1	ACTUAL W_1	
6'-0	3928	$\frac{6}{3} \times W$	$W_1 = 1964$
8'-0	2228	$\frac{8}{3} \times W$	836 psf
10'-0	1426	$\frac{10}{3} \times W$	428 psf
12'-0	990	$\frac{12}{3} \times W$	248 psf
14'-0	712	$\frac{14}{3} \times W$	153 psf
15'-0			121 psf
16'-0	476	$\frac{16}{3} \times W$	89 psf

Shen Engineers
Structural/Seismic Consultants

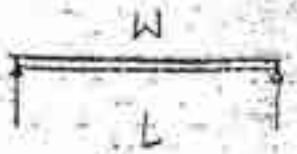
Project Name
Design
Date

Project No.
Page
of

RB3

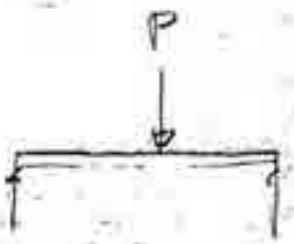
5x12

SIMPLE SPAN + UNIFORM LOADS

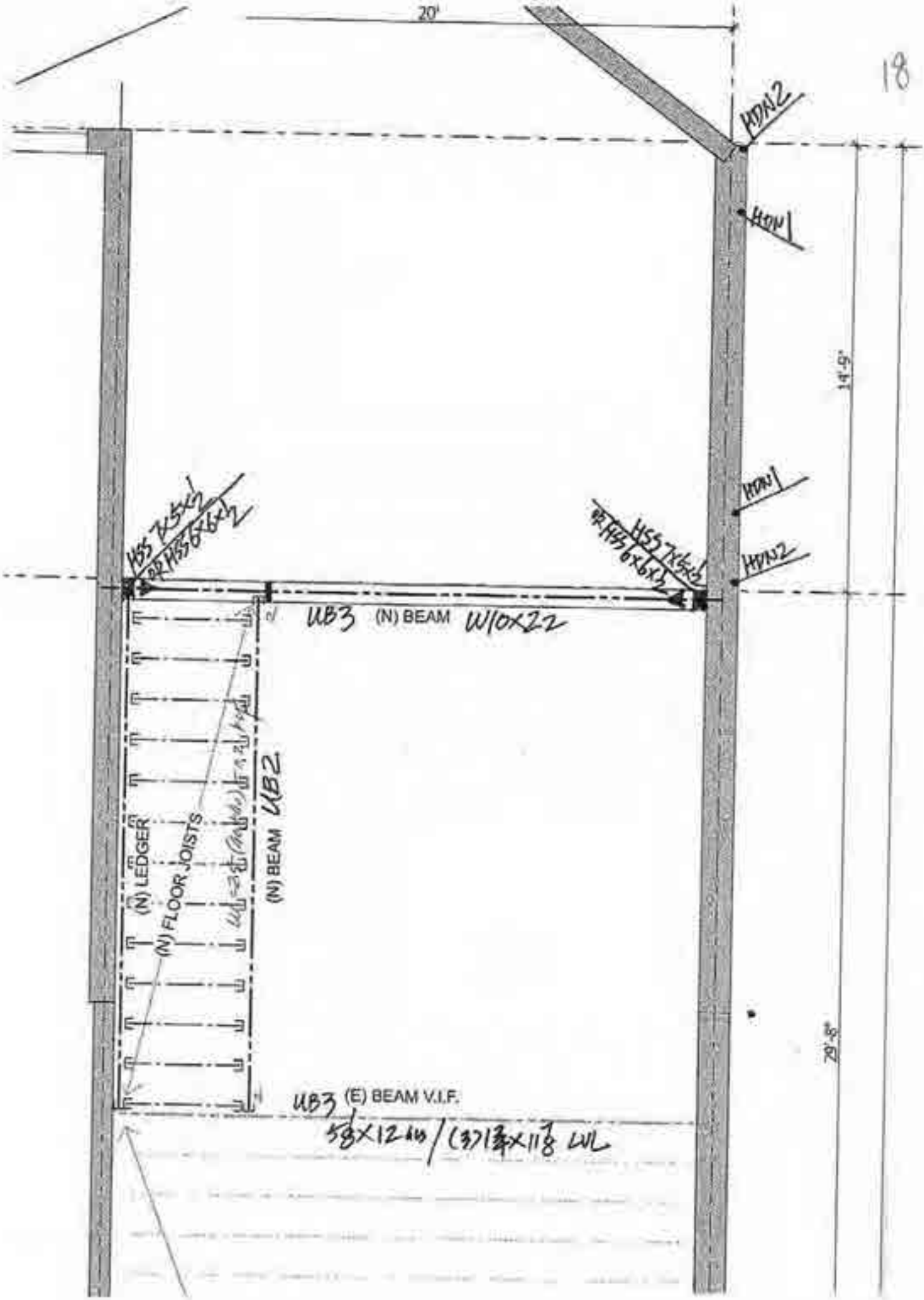


L	W
4'	7790
6'	3895
8'	2597
10'	1948
12'	1307/1139
14'	1014/717
16'	721/480
18'	506/337

Simple span + Point Loads



L	P
4	
6	15.6
8	12.3
10	9.8
12	8.2
14	7.0/6.3
16	6.3/4.8
18	5.5/3.8



20'
18
HDN2
HDN1
14'-9"
HDN1
HDN2
HSS 7x5x½
or HSS 6x6x½
HSS 7x5x½
or HSS 6x6x½
UB3 (N) BEAM W10x22
(N) LEDGER
(N) FLOOR JOISTS
(N) BEAM UB2
29'-8"
UB3 (E) BEAM V.I.F.
5/8x12 ms / (3) 1¾x11⅞ LVL

Floor Joist Design-TJI and LVL

Dead Load= 35 PSF
Floor Live Load= 40 PSF

Span Chart:

Marks			O.C.	
9 1/2"	TJI	210	16	ft
9 1/2"	TJI	210	12	ft
11 7/8"	TJI	210	16	17 ft
11 7/8"	TJI	210	12	19 ft
11 7/8"	TJI	560	16	20'6" ft
11 7/8"	TJI	560	12	ft
1 3/4x11 7/8	LVL	1900	16	ft
1 3/4x11 7/8	LVL	1900	12	ft
16"	TJI	210	16	ft
16"	TJI	210	12	ft
16"	TJI	360	16	ft
16"	TJI	360	12	ft
16"	TJI	560	16	ft
16"	TJI	560	12	ft
1 3/4x16	LVL	1900	16	ft
1 3/4x16	LVL	1900	12	ft

FORTE WEB

MEMBER REPORT

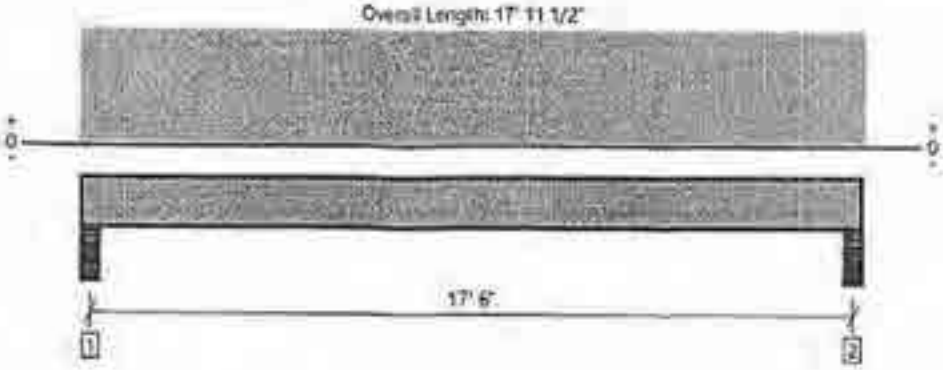
PASSED

10

Level, Floor: Joist

1 piece(s) 11 7/8" TJI® 210 @ 16" OC

Overall Length: 17' 11 1/2"



All locations are measured from the outside face of left support (or left cantilever end). All dimensions are horizontal.

Design Results	Actual @ Location	Allowed	Result	LDF	Load Combination (Pattern)
Member Reaction (lbs)	888 @ 4 1/2"	1460 (3.50")	Passed (61%)	1.00	1.0 D + 1.0 L (All Spans)
Shear (lbs)	852 @ 5 1/2"	1655	Passed (51%)	1.00	1.0 D + 1.0 L (All Spans)
Moment (Ft-lbs)	3792 @ 8' 11 3/4"	3795	Passed (99%)	1.00	1.0 D + 1.0 L (All Spans)
Live Load Defl. (in)	0.307 @ 8' 11 3/4"	0.430	Passed (L/672)	--	1.0 D + 1.0 L (All Spans)
Total Load Defl. (in)	0.576 @ 8' 11 3/4"	0.860	Passed (L/358)	--	1.0 D + 1.0 L (All Spans)
TJ-Pro™ Rating	42	40	Passed	--	--

System : Floor
Member Type : Joist
Building Use : Residential
Building Code : IBC 2018
Design Methodology : ASD

- Deflection criteria: LL (L/480) and TL (L/240).
- Allowed moment does not reflect the adjustment for the beam stability factor.
- A structural analysis of the deck has not been performed.
- Deflection analysis is based on composite action with a single layer of 23/32" Weyerhaeuser Edge™ Panel (24" Span Rating) that is glued and nailed down.
- Additional considerations for the TJ-Pro™ Rating include: Floor.

Supports	Bearing Length			Loads to Supports (lbs)			Accessories
	Total	Available	Required	Dead	Floor Live	Total	
1 - Stud wall - SPF	5.50"	4.25"	1.75"	419	479	898	1 1/4" Rim Board
2 - Stud wall - SPF	5.50"	4.25"	1.75"	419	479	898	1 1/4" Rim Board

- Rim board is assumed to carry all loads applied directly above it, bypassing the member being designed.

Lateral Bracing	Bracing Intervals	Comments
Top Edge (Lu)	2' 7" o/c	
Bottom Edge (Lu)	17' 9" o/c	

+TJI joists are only analyzed using Maximum Allowable bracing solutions.
+Maximum allowable bracing intervals based on applied load.

Vertical Load	Location (side)	Spacing	Dead (0.90)	Floor Live (1.00)	Comments
1 - Uniform (PSF)	0 to 17' 11 1/2"	16"	35.0	40.0	Default load

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The product applications, input design loads, dimensions and support information have been provided by HS.

ForteWEB Software Operator	Job Notes
Yonghong Xu Shen Engineers (801) 277-2625 hongyshen10@gmail.com	

Weyerhaeuser

7/22/2020 5:49:43 PM UTC
ForteWEB v3.0, Engine: V8.1.2.3, Data: V8.0.0.0
File Name: floor

FORTE WEB

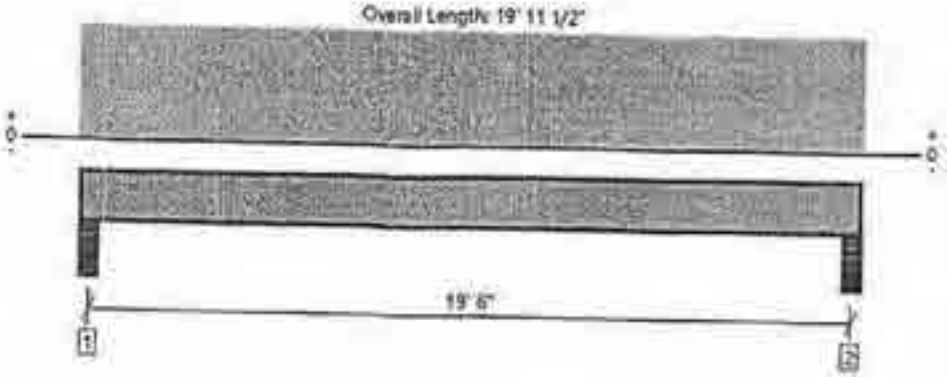
MEMBER REPORT

PASSED 2

Level, Floor: Joist

1 piece(s) 11 7/8" TJI® 210 @ 12" OC

Overall Length: 19' 11 1/2"



All locations are measured from the outside face of left support (or left cantilever end). All dimensions are horizontal.

Design Results	Actual @ Location	Allowed	Result	LDF	Load: Combination (Pattern)
Member Reaction (lbs)	741 @ 4 1/2"	1460 (3.50")	Passed (51%)	1.00	1.0 D + 1.0 L (All Spans)
Shear (lbs)	714 @ 5 1/2"	1655	Passed (43%)	1.00	1.0 D + 1.0 L (All Spans)
Moment (Ft-lbs)	3459 @ 9' 11 3/4"	3795	Passed (91%)	1.00	1.0 D + 1.0 L (All Spans)
Live Load Defl. (in)	0.361 @ 9' 11 3/4"	0.480	Passed (L/639)	—	1.0 D + 1.0 L (All Spans)
Total Load Defl. (in)	0.676 @ 9' 11 3/4"	0.960	Passed (L/341)	—	1.0 D + 1.0 L (All Spans)
TJ-Pro™ Rating	41	40	Passed	—	—

System : Floor
Member Type : Joist
Building Use : Residential
Building Code : IBC 2018
Design Methodology : ASD

- Deflection criteria: LL (L/480) and TL (L/240).
- Allowed moment does not reflect the adjustment for the beam stability factor.
- A structural analysis of the deck has not been performed.
- Deflection analysis is based on composite action with a single layer of 23/32" Weyerhaeuser Edge™ Panel (24" Span Rating) that is glued and nailed down.
- Additional considerations for the TJ-Pro™ Rating include: None.

Supports	Bearing Length			Loads to Supports (lbs)			Accessories
	Total	Available	Required	Dead	Floor Live	Total	
1 - Stud wall - SPF	5.50"	4.25"	1.75"	349	399	748	1 1/4" Rim Board
2 - Stud wall - SPF	5.50"	4.25"	1.75"	349	399	748	1 1/4" Rim Board

- Rim Board is assumed to carry all loads applied directly above it, bypassing the member being designed.

Lateral Bracing	Bracing Intervals	Comments
Top Edge (Lu)	3' 9" o/c	
Bottom Edge (Lu)	19' 9" o/c	

-TJI joists are only analyzed using Maximum Allowable bracing solutions.
-Maximum allowable bracing intervals based on applied load.

Vertical Load	Location (Side)	Spacing	Dead (0.90)	Floor Live (1.00)	Comments
1 - Uniform (PSF)	0 to 19' 11 1/2"	12"	35.0	40.0	Default Load

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The product application, input design loads, dimensions and support information have been provided by HS

ForteWEB Software Operator	Job Notes
Yonghong Xu Shen Engineers (801) 277-2625 henryshen90@gmail.com	

Weyerhaeuser

7/22/2020 5:52:50 PM UTC
ForteWEB v3.0, Engine: V8.1.2.3, Data: V8.0.0.0
File Name: floor

FORTE WEB

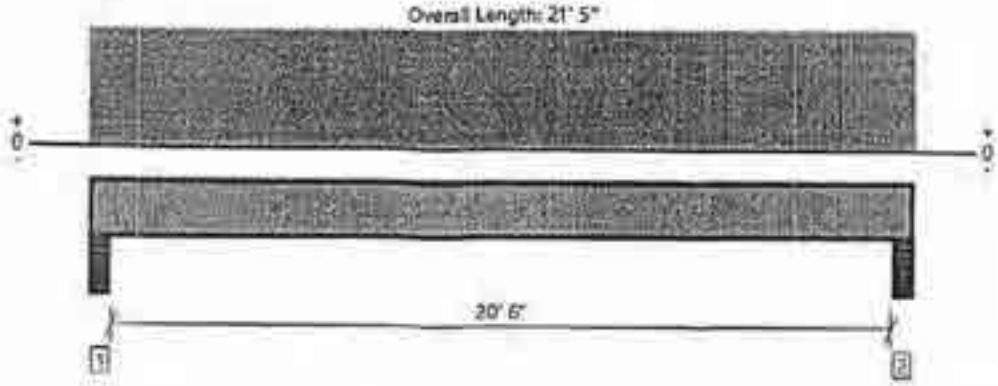
MEMBER REPORT

PASSED

22

Level, Floor: Joist

1 piece(s) 11 7/8" TJI® 560 @ 16" OC



All locations are measured from the outside face of left support (or left cantilever end). All dimensions are horizontal.

Design Results	Actual @ Location	Allowed	Result	LDF	Load Combination (Pattern)
Member Reaction (lbs)	1060 @ 4 1/2"	1725 (3.50")	Passed (61%)	1.00	1.0 D + 1.0 L (All Spans)
Shear (lbs)	1025 @ 5 1/2"	2050	Passed (50%)	1.00	1.0 D + 1.0 L (All Spans)
Moment (Ft-lbs)	5339 @ 10' 8 1/2"	9500	Passed (56%)	1.00	1.0 D + 1.0 L (All Spans)
Live Load Defl. (in)	0.347 @ 10' 8 1/2"	0.517	Passed (L/714)	--	1.0 D + 1.0 L (All Spans)
Total Load Defl. (in)	0.651 @ 10' 8 1/2"	1.033	Passed (L/381)	--	1.0 D + 1.0 L (All Spans)
TJ-Pro™ Rating	41	40	Passed	--	--

System : Floor
Member Type : Joist
Building Use : Residential
Building Code : IBC 2018
Design Methodology : ASD

- Deflection criteria: LL (L/480) and TL (L/240).
- Allowed moment does not reflect the adjustment for the beam stability factor.
- A structural analysis of the deck has not been performed.
- Deflection analysis is based on composite action with a single layer of 23/32" Weyerhaeuser Edge™ Panel (24" Span Rating) that is glued and nailed down.
- Additional considerations for the TJ-Pro™ Rating include: None.

Supports	Bearing Length			Loads to Supports (lbs)			Accessories
	Total	Available	Required	Dead	Floor Live	Total	
1 - Stud wall - SPF	5.50"	4.25"	1.75"	500	571	1071	1 1/4" Rim Board
2 - Stud wall - SPF	5.50"	4.25"	1.75"	500	571	1071	1 1/4" Rim Board

- Rim Board is assumed to carry all loads applied directly above it, bypassing the member being designed.

Lateral Bracing	Bracing Intervals	Comments
Top Edge (Lu)	7' 7" o/c	
Bottom Edge (Lu)	21' 3" o/c	

- TJI joists are only analyzed using Maximum Allowable bracing solutions.
- Maximum allowable bracing intervals based on applied load.

Vertical Load	Location (Side)	Spacing	Dead (0.90)	Floor Live (1.00)	Comments
1 - Uniform (PSF)	0 to 21' 5"	16"	35.0	40.0	Default Load

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The product application, input design loads, dimensions and support information have been provided by HS.

ForteWEB Software Operator	Job Notes
Yonghong Xu Shen Engineers (801) 277-2625 [illegible]@gmail.com	

Weyerhaeuser

8/23/2020 2:59:09 AM UTC
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File Name: floor

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Project Name
Design
Date

Project No.
Page
of

UB1 / MB1 / BM1

USE (2) 1¾ x 11⅞ LVL

SPAN =	W	BM
4	1900	109'
6	3928	57'
8	2228	30
10	1496	19
12	1000	15.9'
14	712	9.5'
16	476	6.4'

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Structural/Seismic Consultants

Project Name
Design
Date

Project No.
Page
of

UB2 | MB2 | BM2

$5\frac{1}{8} \times 12$ OR $(3)1\frac{3}{4} \times 11\frac{7}{8}$ ML

$W = 40 + 40 = 80$ psf

$W_{max} = 16 @ 80 = 1280$ pup

SPAN = 5'-0	W = 6560 pup
6'-0	4920
7'-0	3936
8'-0	3075
9'-0	2430
10'-0	1968
11'-0	1626
12'-0	1367

$V = \frac{P}{2}$, $A = 3.125P \leq 61.5$

$P \leq 19.7k$

$M = \frac{1}{4} \times Pl$ $S = \frac{5}{4} Pl \leq 123$

$I = 0.4 Pl^2$ ≤ 738

L = 6'-0	P = 16.4
8'-0	P = 12.3
10'-0	P = 9.8
12'-0	P = 8.0
14'-0	P = 7.0k

$\frac{738}{0.4} / l^2 = 123 \cdot \frac{4}{5} / l$ $l = 18.8'$

Shen Engineers, Inc.
Structural/Seismic Consultants

Project Name

Design

Date

Project No.

Page No.

25

UB3

5/8 x 12 cms

OR (3) 1 3/4 x 11 3/8 cul

OR W10x22 OK

Shen Engineers

Title :
Dsgnr:
Description :

Date:

Job #

2b

Scope :

General Timber Beam

Description UB 3

General Information

Section Name	5.125x12.0	Center Span	20.00 ft	.....Lu	0.00 ft
Beam Width	5.125 in	Left Cantilever	ft	.....Lu	0.00 ft
Beam Depth	12.000 in	Right Cantilever	ft	.....Lu	0.00 ft
Member Type	GluLam				
		Fb Base Allow	2,400.0 psi		
Load Dur. Factor	1.000	Fv Allow	240.0 psi		
Beam End Fixity	Pin-Pin	Fc Allow	650.0 psi		
		E	1,800.0 ksi		

Point Loads

Dead Load	1,000.0 lbs	lbs	lbs	lbs	lbs	lbs	lbs
Live Load	1,000.0 lbs	lbs	lbs	lbs	lbs	lbs	lbs
...distance	5.000 ft	0.000 ft	0.000 ft	0.000 ft	0.000 ft	0.000 ft	0.000 ft

Summary

Beam Design OK

Span= 20.00ft, Beam Width = 5.125in x Depth = 12.in, Ends are Pin-Pin

Max Stress Ratio 0.304 : 1

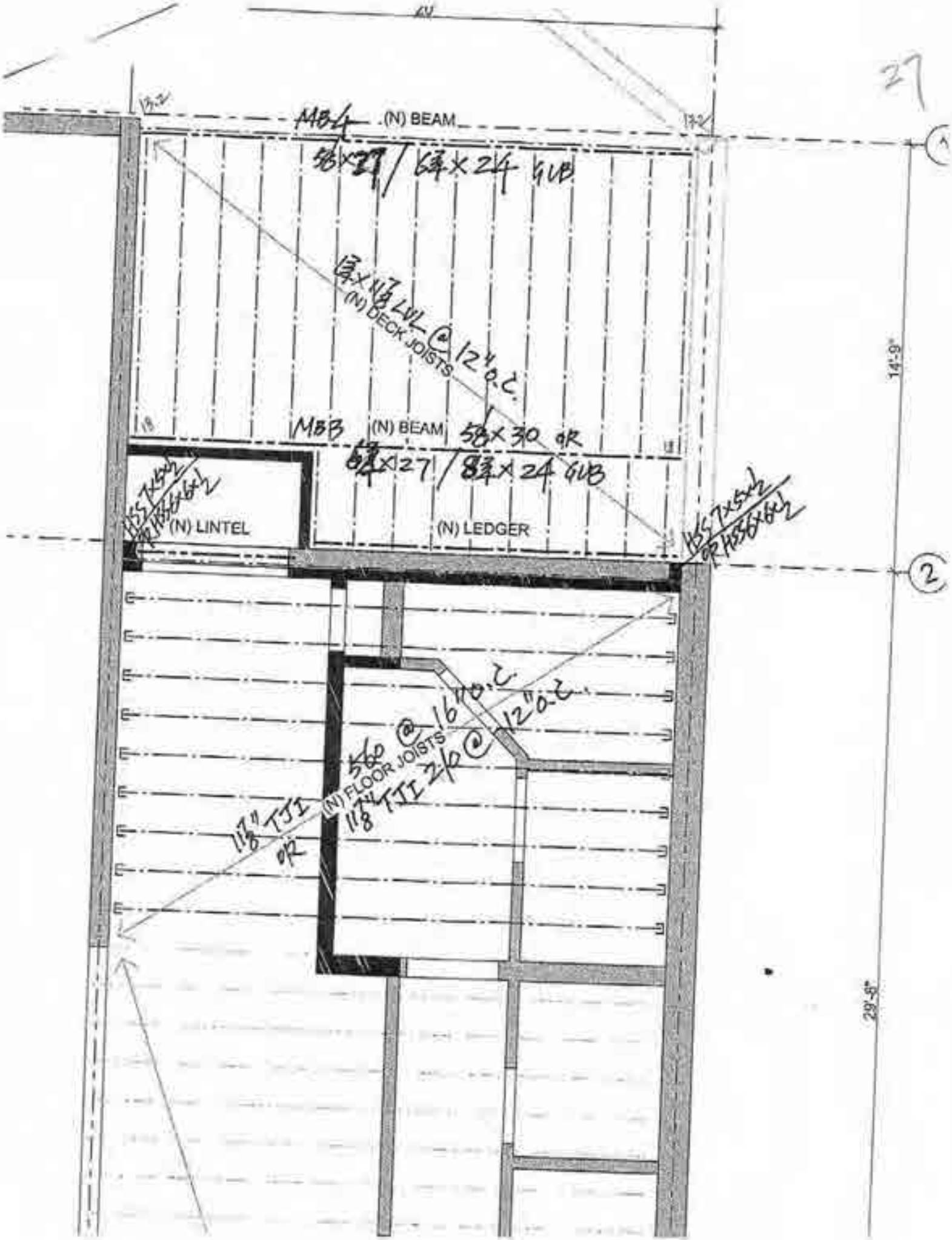
Maximum Moment	7.5 k-ft	Maximum Shear * 1.5	2.3 k
Allowable	24.8 k-ft	Allowable	14.8 k

Max. Positive Moment	7.48 k-ft	at 5.040 ft	Shear:	@ Left	1.50 k
Max. Negative Moment	0.00 k-ft	at 20.000 ft		@ Right	0.50 k
Max @ Left Support	0.00 k-ft		Camber:	@ Left	0.000 in
Max @ Right Support	0.00 k-ft			@ Center	0.227 in
Max. M allow	24.60			@ Right	0.000 in

fb	729.76 psi	fv	36.59 psi	Reactions...			
Fb	2,400.00 psi	Fv	240.00 psi	Left DL	0.75 k	Max	1.50 k
				Right DL	0.25 k	Max	0.50 k

Deflections

Center Span...	Dead Load	Total Load	Left Cantilever...	Dead Load	Total Load
Deflection	-0.151 in	-0.303 in	Deflection	0.000 in	0.000 in
...Location	8.800 ft	8.800 ft	...Length/Defl	0.0	0.0
...Length/Defl	1,584.3	792.13	Right Cantilever...		
			Deflection	0.000 in	0.000 in
			...Length/Defl	0.0	0.0


27
MB4
(N) BEAM
58x27 / 6¾x24 GLB
1¾x11⅞ LVL @ 12" o.c.
(N) DECK JOISTS
MB3
(N) BEAM
58x30 OR
6¾x27 / 8¾x24 GLB
HSS 7x5x½ OR HSS6x6x½
(N) LINTEL
(N) LEDGER
HSS 7x5x½ OR HSS6x6x½
560 @ 16" o.c.
(N) FLOOR JOISTS
11⅞" TJI 2/0 @ 12" o.c.
11⅞" TJI OR
14'-9"
29'-8"
1
2

Shen Engineers, Inc.
Structural/Seismic Consultants

Project Name

Design

Date

Project No.

Page No. 28

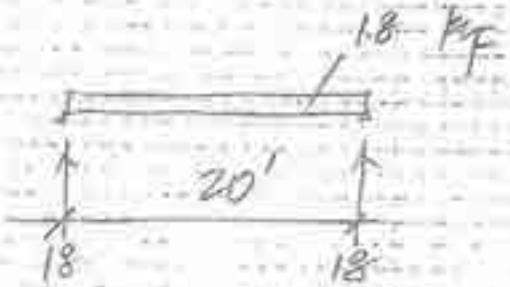
NEW DECK JOIST:

SPAN 10'-6", SPACE = 12"

W = 1 (75 + 165) = 240 PLF

1 3/4 x 11 7/8 LVL @ 12" o.c

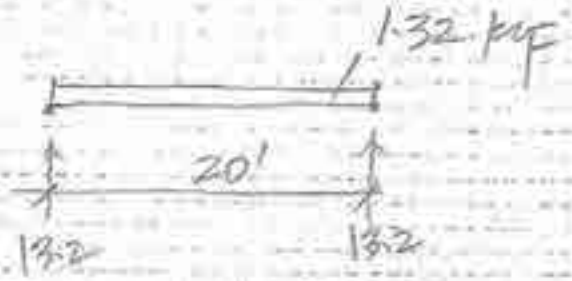
MB3



$$W = \frac{15}{2}(75+165)$$
$$= 1.8 \text{ KIP}$$

5/8×30 / 6 3/4×27 / 8 3/4×24 GIRD

MB4



$$W = \frac{11}{2}(75+165)$$
$$= 1.32 \text{ KIP}$$

5/8×27 / 6 3/4×24 WB

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Project Name
Design
Date

Project No.
Page
of

HSSD & STL COLUMN DESIGN

SEE ATTACHED SHTS FOR COL. CAPACITY

SEE "PM" DIAGRAM FOR COLS

SEE KEY-PLAN FOR SIZE OF COLS

SUGARPLUMB TOWNHOUSE

9699 BYPASS ROAD
ALTA, UT 84092

PROJECT TEAM

OWNER:	NAME ADDRESS PHONE EMAIL
ARCHITECT:	BRACH DESIGN LLC DAVE BRACH RA, CPHC 801-865-7648 dave@brachdesign.com
STRUCTURAL ENGINEER:	COMPANY NAME ENGINEER NAME, TITLE 801-???-???? ???@???.com

PROJECT RENDERING

SHEET INDEX

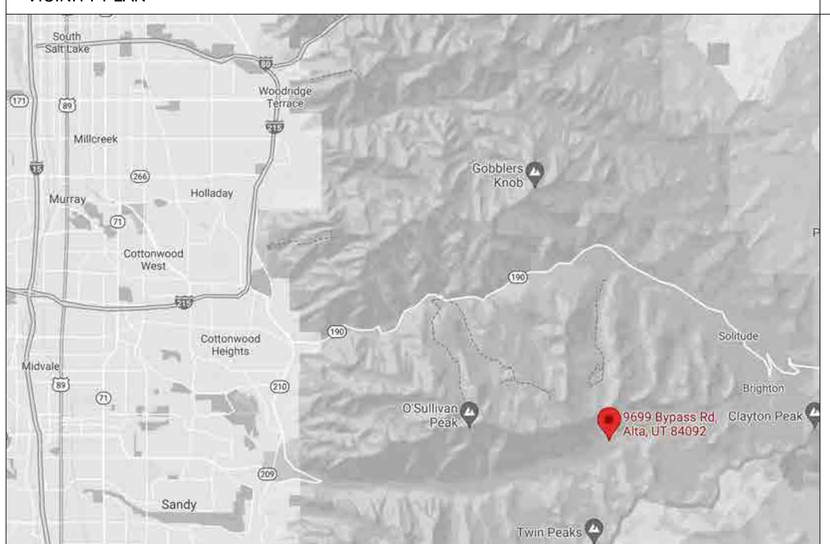
ID	NAME	ID	NAME
A0.1	COVER SHEET	S0.1	FOOTING AND FOUNDATION
A0.2	SITE PLAN	S0.2	FIRST FLOOR FRAMING
A1.1	DEMO PLANS: BASEMENT & FIRST FLOOR	S0.3	SECOND FLOOR FRAMING
A1.2	DEMO PLAN: SECOND FLOOR	S0.4	ROOF FRAMING
A1.3	BASEMENT & FIRST FLOOR PLANS	S1.1	STRUCTURAL NOTES & DETAILS
A1.4	SECOND FLOOR PLAN	S1.2	STRUCTURAL NOTES & DETAILS
A2.1	NEW ELEVATIONS	S1.3	STRUCTURAL NOTES & DETAILS
A3.1	BUILDING SECTION	S1.4	STRUCTURAL NOTES & DETAILS
MPE.1	ELECTRICAL PLANS	S1.5	STRUCTURAL NOTES & DETAILS
MPE.2	ELECTRICAL PLANS	S1.6	STRUCTURAL NOTES & DETAILS

GENERAL PROJECT INFO

PROJECT ADDRESS:	9699 BYPASS ROAD ALTA, UT 84092
SCOPE OF WORK:	NEW WINDOWS, NEW ADDITION/ROOF
ZONING DISTRICT:	FM-20
GOVERNING BUILDING CODES:	2015 IRC, 2014 NEC
CONSTRUCTION:	TYPE VB
OCCUPANCY:	GROUP R-3
ARCHITECT:	BRACH DESIGN LLC DAVE BRACH RA, CPHC 801-865-7648 dave@brachdesign.com
STRUCTURAL ENGINEER:	SHEN ENGINEERS HENRY SHEN, SE 801-227-2625 sheneng@msn.com

PROJECT AREAS:	SQ. FT.
EXISTING CONDO	1,260
NEW CONDO	1,445
NEW ADDITION	185

VICINITY PLAN



SCHEDULES

WINDOW AND EXTERIOR DOOR SCHEDULE

ID	FRONT VIEW	COUNT	LEAF SIZE	UNIT SIZE		R.O. SIZE		SILL HEIGHT	OPERATION TYPE	TOTAL UNIT U-FACTOR	NOTES
				WIDTH	HEIGHT	WIDTH	HEIGHT				
D01		1	144"×96"	147"	97 1/2"	147 1/2"	98 1/2"	0"	D3 Sliding 01 24		TEMPERED
W01		1	---	39"	75"	39 1/2"	75 1/4"	-42"	W Fixed 24		TEMPERED
W02		1	---	60"	48"	60 1/2"	48 1/2"	42"	W Sliding2 24		
W03		1	---	57"	98"	57 1/2"	98 1/4"	0"	W Fixed 24		TEMPERED
W04		2	---	112"	94"	112 1/2"	94 1/4"	-2 3/4"	W Fixed 24		
W05		2	---	60"	36"	60 1/2"	36 1/4"	-39"	W Awning 1 24		
W06		1	---	103"	36"	103 1/2"	36 1/4"	-39"	W Fixed 24		
W07		1	---	50"	97"	50 1/2"	97 1/4"	0"	W Fixed 24		
W08		2	---	48"	97"	48 1/2"	97 1/4"	0"	W Fixed 24		
W09		1	---	57"	36"	57 1/2"	36 1/4"	0"	W Fixed 24		
W10		1	---	57"	60"	57 1/2"	60 1/4"	36 1/2"	W Sliding2 24		
W11		2	---	60"	66"	60 1/2"	66 1/2"	30"	W Sliding2 24		
W12		1	---	104"	66"	104 1/2"	66 1/4"	30"	W Fixed 24		
W13		1	---	120"	48"	120 1/2"	48 1/4"	48 1/4"	W Fixed 24		

INTERIOR DOOR AND FRAME SCHEDULE

ID	2D Symbol	COUNT	SIZE		R.O. SIZE		Wall Thickness	NOTES
			WIDTH	HEIGHT	WIDTH	HEIGHT		
A		1	2'	6'-8"	2'-2"	6'-10"	6 1/2"	

Blue Stakes of UTAH811 Bluestakes.org

ARCHITECTURE

STATE OF UTAH
DAVID BRACH
No. 6714252-0301
12/29/21
LICENSED ARCHITECT

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SUGARPLUMB TOWNHOUSE
9699 BYPASS ROAD
ALTA, UT 84092

REVISIONS:

PROJECT NO:

DATE: 12/30/21

DRAWN BY: ALEXIS SUGGS

SCALE: AS NOTED IN DRAWING

COVER SHEET
A0.1

LINETYPE LEGEND

- PROPERTY LINE
- BUILDING SETBACK LINE
- CONTOUR EXISTING
- CONTOUR NEW
- GAS
- WATER
- SEWER
- POWER
- ROOF LINE
- JOIST CENTERLINE
- BEAM/HEADER CENTERLINE
- HIDDEN LINE
- 4" PERF PIPE IN GRAVEL BED
- STRAW WATTLE
- TREE PROTECTION FENCE

1 SITE-NEW
SCALE: 3/32" = 1'-0"

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SITE PLAN
A0.2

1 BASEMENT - EXISTING/DEMO

SCALE: 1/4" = 1'-0"

2 FIRST FLOOR - EXISTING/DEMO

SCALE: 1/4" = 1'-0"

DEMO LEGEND & KEYNOTES	
TO BE DEMOLISHED	
TO REMAIN/EXISTING	
NEW CONSTRUCTION	

N

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DEMO PLANS: BASEMENT & FIRST FLOOR

A1.1

DEMO LEGEND & KEYNOTES

TO BE DEMOLISHED	
TO REMAIN/EXISTING	
NEW CONSTRUCTION	

N

1 SECOND FLOOR - EXISTING/DEMO

SCALE: 1/4" = 1'-0"

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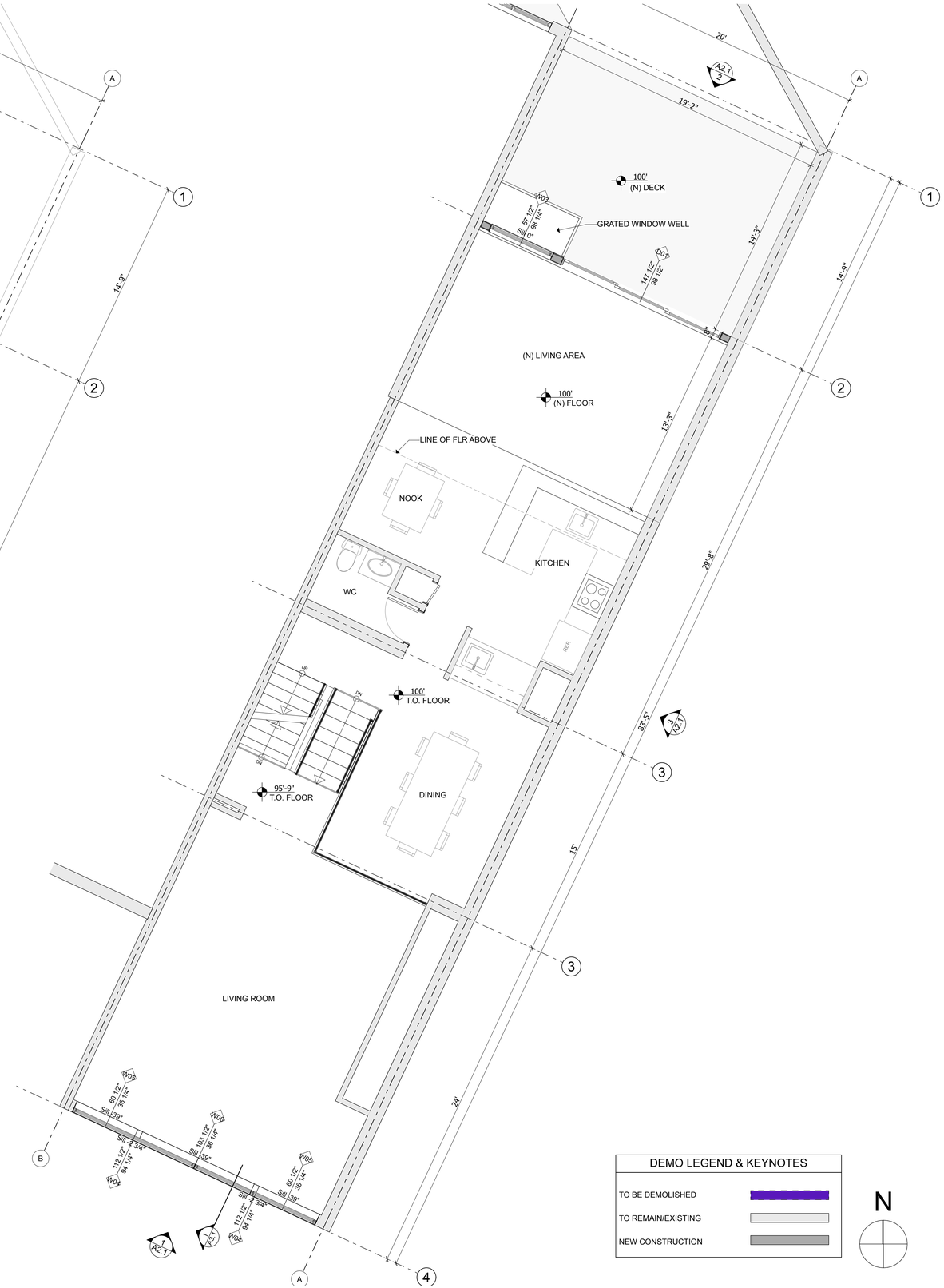
DEMO PLAN:
SECOND FLOOR
A1.2

1 BASEMENT NEW
SCALE: 1/4" = 1'-0"



2 FIRST FLOOR NEW
SCALE: 1/4" = 1'-0"

DEMO LEGEND & KEYNOTES	
TO BE DEMOLISHED	
TO REMAIN/EXISTING	
NEW CONSTRUCTION	

N

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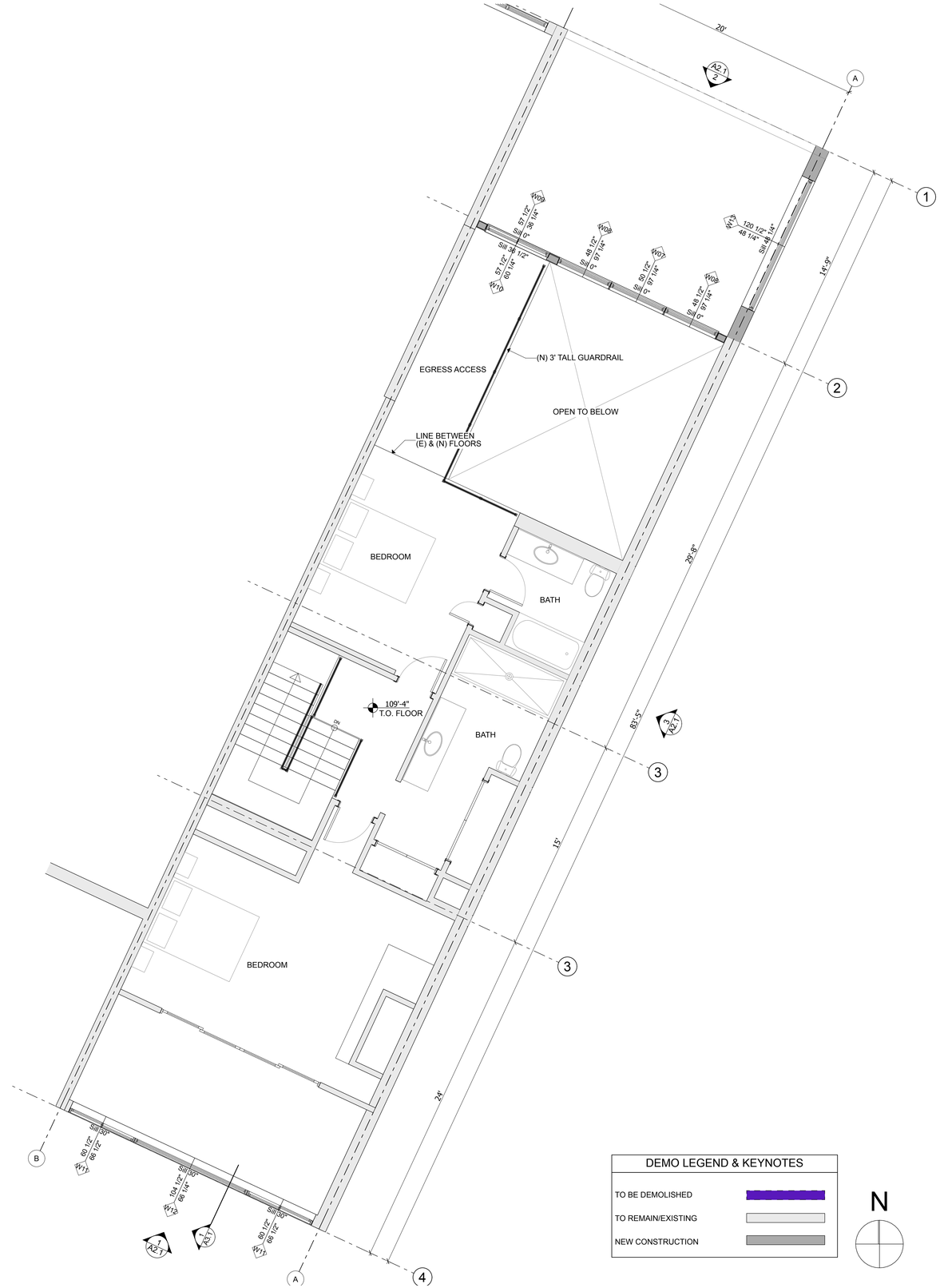
BASEMENT & FIRST FLOOR PLANS
A1.3



DEMO LEGEND & KEYNOTES	
TO BE DEMOLISHED	
TO REMAIN/EXISTING	
NEW CONSTRUCTION	

N

1 SECOND FLOOR NEW

SCALE: 1/4" = 1'-0"

ARCHITECTURE

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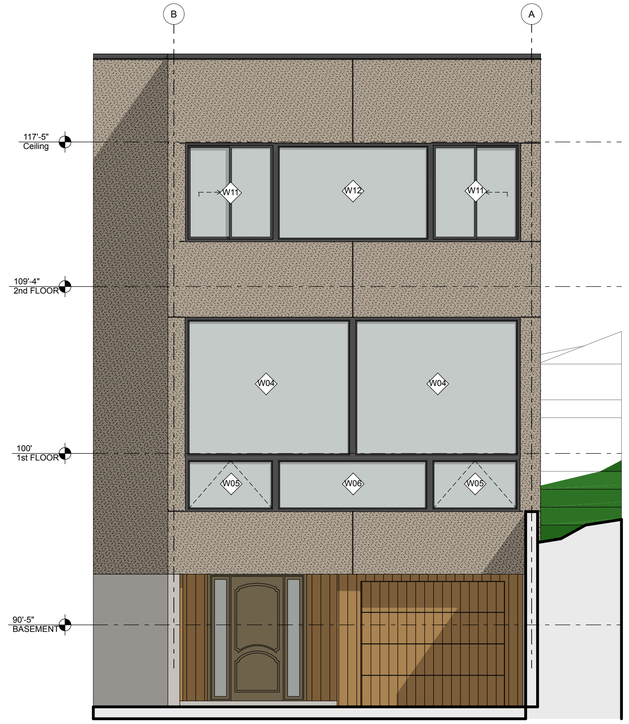
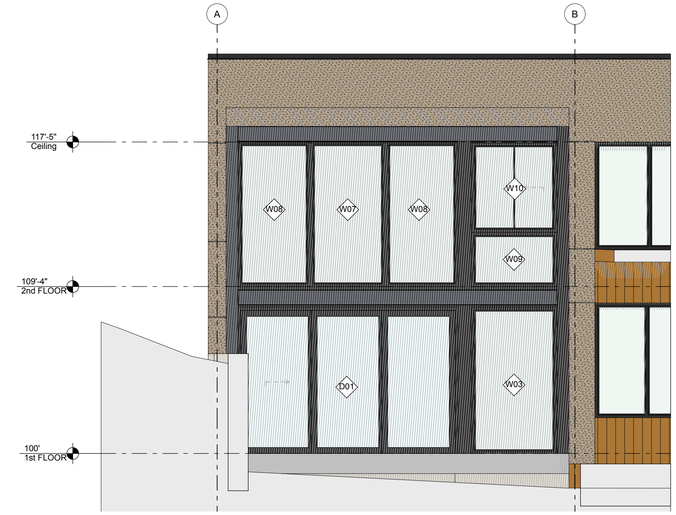
SCALE: AS NOTED IN DRAWING

SECOND FLOOR PLAN

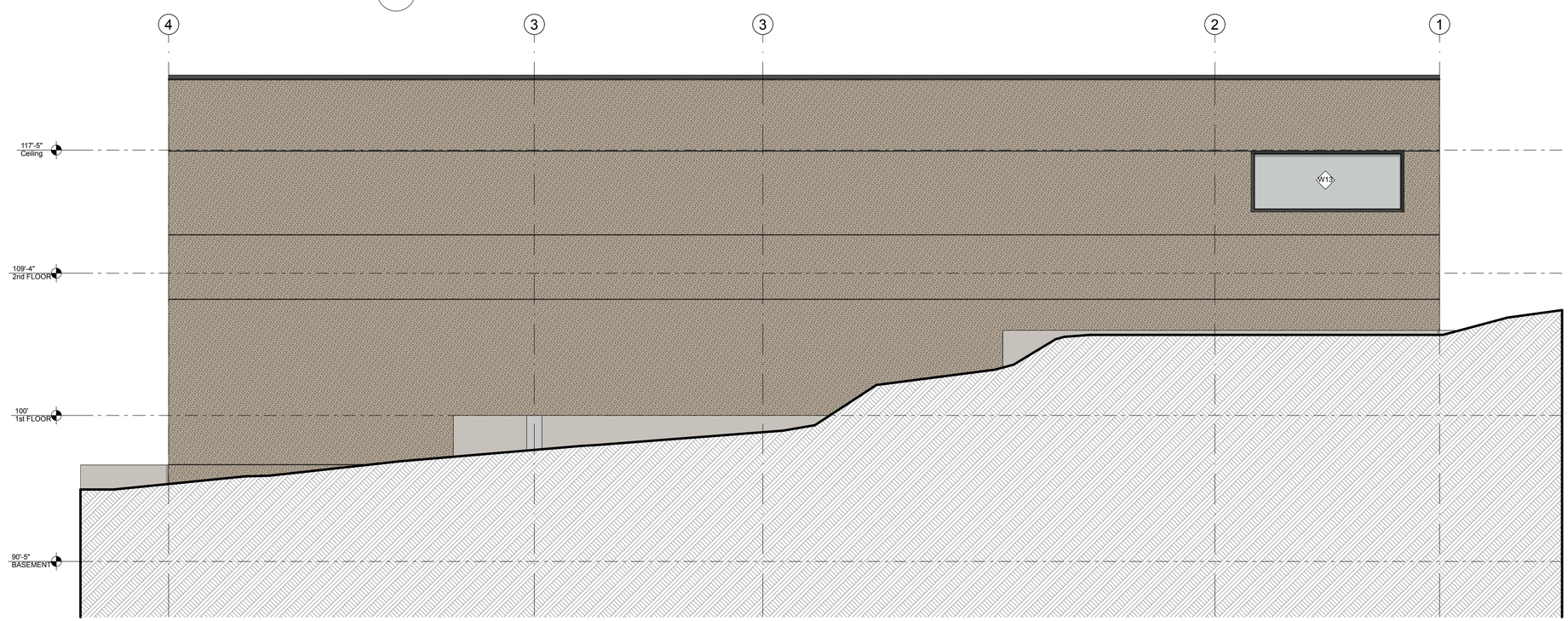
A1.4



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



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



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

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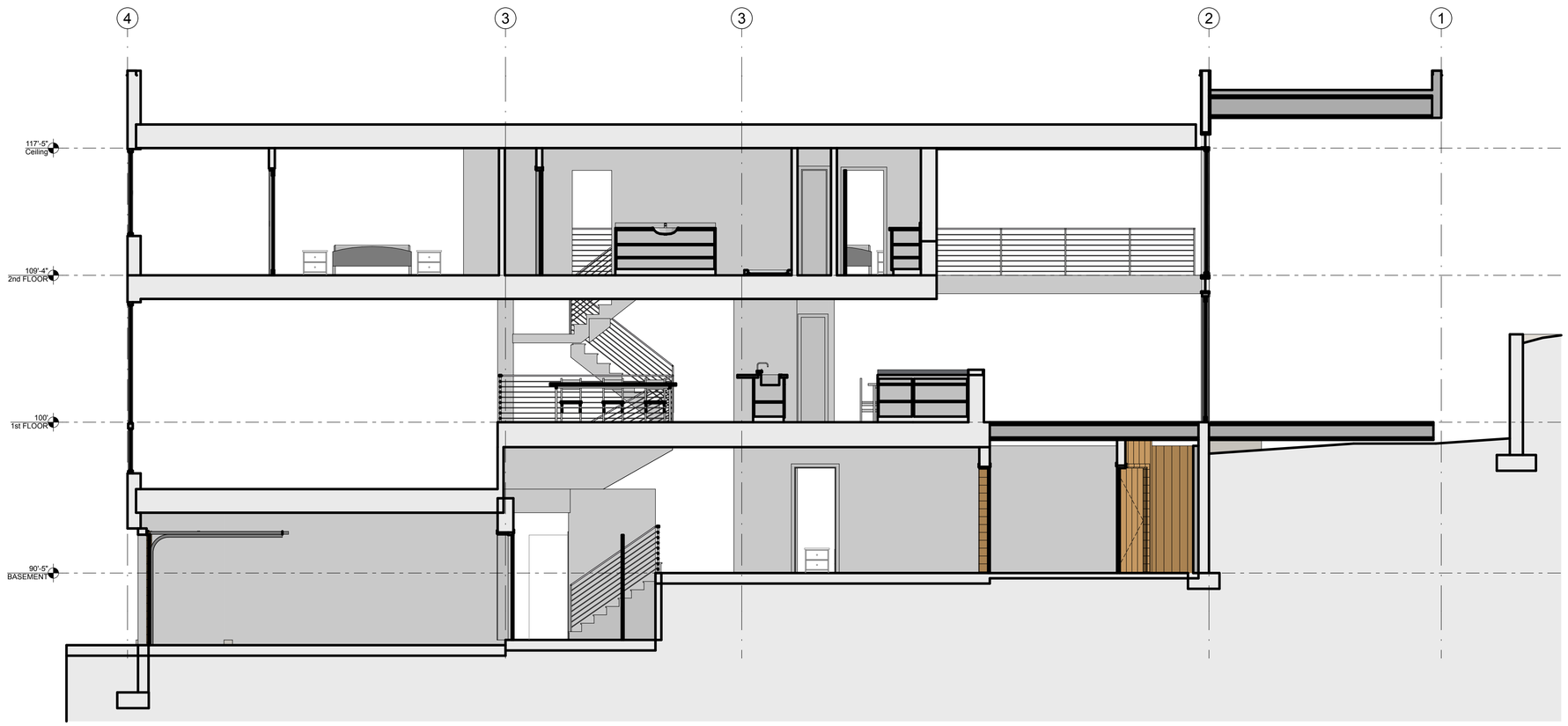
SCALE: AS NOTED IN DRAWING

NEW ELEVATIONS
A2.1



DEMO LEGEND & KEYNOTES	
TO BE DEMOLISHED	
TO REMAIN/EXISTING	
NEW CONSTRUCTION	

1 NS BUILDING SECTION
SCALE: 1/4" = 1'-0"

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BUILDING SECTION
A3.1

ELECTRICAL NOTES

E1. PROVIDE CONCRETE ENCASED (UFER)GROUND; 20' LONG #4 REBAR OR #4 BARE COPPER CONDUCTOR AT FOOTING.
E2. ARC-FAULT CIRCUIT INTERRUPTERS ARE REQUIRED FOR ALL BRANCH CIRCUITS THAT SUPPLY BEDROOMS.
E3. PER E3703.2, A MINIMUM OF (2) 20 AMP RATED CIRCUITS SHALL BE PROVIDED TO SERVE ALL OUTLETS LOCATED IN KITCHEN OR SIMILAR AREA. EXCEPTION: THE OUTLET FOR THE REFRIGERATOR IS PERMITTED TO BE SUPPLIED BY A SINGLE 15 AMP CIRCUIT.
E4. ALL KITCHEN, PANTRY AND BATHROOM RECEPTACLES TO BE GFCI.
E5. PER E3905.12 RECEPTACLES AND LIGHTING IN DAMP AND WET LOCATIONS INCLUDING SHOWERS AND TUBS SHALL BE WEATHER RESISTANT/GFCI PROTECTED. WEATHERPROOF COVERS FOR EXTERIOR OUTLETS AND LIGHTING TO BE LISTED FOR DAMP AND WET LOCATIONS.
E6. ALL RECEPTACLES IN GARAGE SHALL BE MIN. 18" ABOVE FLOOR AND GFCI PROTECTED.
E7. LIGHTS OVER SHOWERS AND TUBS SHALL BE WEATHER RESISTANT.
E8. ELECTRIC BOXES BETWEEN HOUSE AND GARAGE SHALL BE METAL, BE FIRE RATED, AND NOT SHARE A COMMON STUD ON HOUSE SIDE OF WALL.
E9. CONSULT OWNER AND ARCHITECT FOR SCHEDULE OF FIXTURES, OCCUPANCY SENSORS, AND LIGHTING CONTROL SYSTEMS BEFORE COMMENCING WORK.
E10. FIXTURES ON GARAGE CEILING SHALL BE SURFACE MOUNT, SO AS NOT TO TRANSMIT SOUND OR COMPROMISE THE FIRE RESISTANCE OF THE GYP. BOARD.
E11. ALL WALL SPACES GREATER THAN 2' REQUIRE RECEPTACLES. PLACE RECEPTACLES A MAXIMUM OF 6' FROM DOOR OPENINGS.
E12. ALL SMOKE AND CARBON MONOXIDE DETECTORS SHALL BE HARD-WIRED TOGETHER.
E13. PER E4003.12 LIGHT FIXTURES IN CLOSETS: SURFACE MOUNTED INCANDESCENT FIXTURES TO HAVE 12" MIN. BETWEEN FIXTURE AND ANY STORAGE. SURFACE MOUNTED FLUORESCENT FIXTURES TO HAVE 6" MIN BETWEEN FIXTURE AND STORAGE.
E14. PER E3905.7 OUTLET BOXES AT LUMINAIRES OR LAMP HOLDERS BOXES ARE REQUIRED TO BE ABLE TO SUPPORT A MINIMUM OF 50lb. A LUMINAIRE THAT WEIGHS MORE THAN 50lb MUST BE LISTED FOR THE ADDITIONAL WEIGHT TO BE SUPPORTED.
E15. ALL OUTLETS WILL BE TAMPER RESISTANT IN ACCORDANCE WITH IRC E4002.14.
E16. RECESSED LIGHTING IN DIRECT CONTACT WITH INSULATION SHALL BE IC RATED PER IRC E4004.9 AND SEALED PER IECC R402.4.4.
E17. STEEL ELECTRICAL BOXES SHALL BE USED IN ALL FIRE RATED WALLS SO THAT THE REQUIRED FIRE-RESISTANCE RATING WILL NOT BE REDUCED. IN ADDITION, THE ANNULAR SPACE BETWEEN THE WALL MEMBRANE AND THE BOX SHALL NOT EXCEED 1/8 INCH.
E18. AT LEAST ONE OUTLET SHALL BE INSTALLED IN BATHROOMS AND MUST BE LOCATED WITHIN 36" OF THE OUTSIDE EDGE OF EACH SINK NA NOT MORE THAN 12" BELOW THE TOP OF THE BASIN PER IRC E3901.6
E19. PER E3703.3, A MINIMUM OF (1) 20 AMP CIRCUIT SHALL BE PROVIDED FOR OUTLETS IN THE LAUNDRY AREA.
E20. PER E3703.4 A MINIMUM OF (1) 20 AMP CIRCUIT SHALL BE PROVIDED TO SUPPLY BATHROOM OUTLETS.

ELECTRICAL LEGEND

MARK	DESCRIPTION
$	SINGLE POLE SWITCH
$3	3 WAY SWITCH
	QUADPLEX OUTLET
	DUPLEX OUTLET
220V	OUTLET 220V
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
WP	WEATHER PROOF GFCI OUTLET
42	NON STANDARD HEIGHT OUTLET
CLG	CEILING MOUNTED OUTLET
AFI	ARC FAULT INTERRUPTER CIRCUIT
USB	OUTLET WITH 2 USB PORTS
	FLR. MOUNTED DUPLEX OUTLET
	FLR. MOUNTED QUADPLEX OUTLET
	TRACK LIGHTING (~900 LUMENS/BULB)
84	SUSPENDED FIXTURE (PENDANT) W/ HEIGHT
	RECESSED DOWN-LIGHT (CAN) (~650 LUMENS)
WP	WEATHER PROOF RECESSED CAN (~650 LUMENS)
	CEILING SURFACE MOUNTED FIXTURE (~1100 LUMENS)
	WALL MOUNTED FIXTURE (SCONCE) (~900 LUMENS)
WP	WEATHER PROOF WALL MOUNTED FIXTURE (~900 LUMENS)
	WALL RECESSED STAIR (TREAD) LIGHT (~200 LUMENS)
	RECESSED RISER LIGHT (OUTDOOR RATED) (~200 LUMENS)
	LANDSCAPE PATH LIGHT (OUTDOOR RATED) (~200 LUMENS)
F	FLUORESCENT CEILING MOUNTED FIXTURE (~5200 LUMENS)
	UNDER COUNTER LIGHTING (~400 LUMENS/FOOT)
SD	HARD WIRED SMOKE DETECTOR
CO	HARD WIRED CARBON MONOXIDE DETECTOR
	DOOR BELL
	CABLE/DATA BOX
D	GARAGE DOOR OPENER
	EXHAUST FAN
	CIRCUIT
F	FAN JUNCTION BOX
	WATER HEATER
HB	HOSE BIB
BB HEAT 1000 W	BASE BOARD HEATER W/ WATTAGE
	SWIVEL RECESSED DOWN-LIGHT (CAN)
84	CEILING FAN W/ HEIGHT
G	GARBAGE DISPOSAL
	SECURITY CAMERA

NATURAL LIGHT & VENTILATION

R303.1 ALL HABITABLE ROOMS SHALL HAVE AN AGGREGATE GLAZING AREA OF NOT LESS THAN 8% OF THE FLOOR AREA OF SUCH ROOMS. NATURAL VENTILATION SHALL BE THROUGH WINDOWS, DOORS, LOUVERS OR OTHER APPROVED OPENINGS TO THE OUTDOOR AIR. SUCH OPENINGS SHALL BE PROVIDED WITH READY ACCESS OR SHALL BE OTHERWISE BE READILY CONTROLLABLE BY THE BUILDING OCCUPANTS. THE MINIMUN OPENABLE AREA TO THE OUTDOORS SHALL BE 4% OF THE FLOOR AREA BEING VENTILATED.

EXCEPTION 1. THE GLAZED AREA NEED NOT BE OPENABLE WHERE THE OPENING IS NOT REQUIRED BY SECTION R310 AND A WHOLE-HOUSE MECHANICAL VENTILATION SYSTEM IS INSTALLED IN ACCORDANCE WITH SECTION M1507

EXCEPTION 2. THE GLAZED AREAS NEED NOT BE INSTALLED IN ROOMS WHERE EXCEPTION 1 IS SATISFIED AND ARTIFICIAL LIGHT IS PROVIDED CAPABLE OF PRODUCING AN AVERAGE ILLUMINATION OF 6 FOOTCANDLES (65 LUX) OVER THE AREA OF THE ROOM AT A HEIGHT OF 30 INCHES ABOVE FLOOR LEVEL.

SCOPE OF WORK

- EXISTING ELECTRICAL TO REMAIN
- NEW ELECTRICAL TO OCCUR WITHIN AREAS OF BUILDING ADDITION
- EXISTING BEDROOM SMOKE ALARMS & SMOKE DETECTORS WILL BE INSTALLED

2 BASEMENT ELEC. PLAN
SCALE: 1/4" = 1'-0"

1 FIRST FLOOR ELEC. PLAN
SCALE: 1/4" = 1'-0"

ARCHITECTURE

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9699 BYPASS ROAD
ALTA, UT 84092

REVISIONS:

PROJECT NO:

DATE: 12/30/21

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SCALE: AS NOTED IN DRAWING

ELECTRICAL PLANS
MPE.1

ELECTRICAL NOTES

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	RECESSED DOWN-LIGHT (CAN) (~650 LUMENS)
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	CEILING SURFACE MOUNTED FIXTURE (~1100 LUMENS)
	WALL MOUNTED FIXTURE (SCONCE) (~900 LUMENS)
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	WALL RECESSED STAIR (TREAD) LIGHT (~200 LUMENS)
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CO	HARD WIRED CARBON MONOXIDE DETECTOR
	DOOR BELL
K	CABLE/DATA BOX
D	GARAGE DOOR OPENER
	EXHAUST FAN
	CIRCUIT
F	FAN JUNCTION BOX
	WATER HEATER
HB	HOSE BIB
BB HEAT 1000 W	BASE BOARD HEATER W/ WATTAGE
	SWIVEL RECESSED DOWN-LIGHT (CAN)
84	CEILING FAN W/ HEIGHT
G	GARBAGE DISPOSAL
	SECURITY CAMERA

NATURAL LIGHT & VENTILATION

R303.1 ALL HABITABLE ROOMS SHALL HAVE AN AGGREGATE GLAZING AREA OF NOT LESS THAN 8% OF THE FLOOR AREA OF SUCH ROOMS. NATURAL VENTILATION SHALL BE THROUGH WINDOWS, DOORS, LOUVERS OR OTHER APPROVED OPENINGS TO THE OUTDOOR AIR. SUCH OPENINGS SHALL BE PROVIDED WITH READY ACCESS OR SHALL BE OTHERWISE BE READILY CONTROLLABLE BY THE BUILDING OCCUPANTS. THE MINIMUN OPENABLE AREA TO THE OUTDOORS SHALL BE 4% OF THE FLOOR AREA BEING VENTILATED.

EXCEPTION 1. THE GLAZED AREA NEED NOT BE OPENABLE WHERE THE OPENING IS NOT REQUIRED BY SECTION R310 AND A WHOLE-HOUSE MECHANICAL VENTILATION SYSTEM IS INSTALLED IN ACCORDANCE WITH SECTION M1507

EXCEPTION 2. THE GLAZED AREAS NEED NOT BE INSTALLED IN ROOMS WHERE EXCEPTION 1 IS SATISFIED AND ARTIFICIAL LIGHT IS PROVIDED CAPABLE OF PRODUCING AN AVERAGE ILLUMINATION OF 6 FOOTCANDLES (65 LUX) OVER THE AREA OF THE ROOM AT A HEIGHT OF 30 INCHES ABOVE FLOOR LEVEL.

SCOPE OF WORK

- EXISTING ELECTRICAL TO REMAIN
- NEW ELECTRICAL TO OCCUR WITHIN AREAS OF BUILDING ADDITION
- EXISTING BEDROOM SMOKE ALARMS & SMOKE DETECTORS WILL BE INSTALLED

1 SECOND FLOOR ELEC. PLAN
SCALE: 1/4" = 1'-0"

ARCHITECTURE

STATE OF UTAH
DAVID BRACH
No. 6714252-0301
12/29/21
LICENSED ARCHITECT

BRACH DESIGN
ARCHITECTURE
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SUGARPLUMB TOWNHOUSE
9699 BYPASS ROAD
ALTA, UT 84092

REVISIONS:

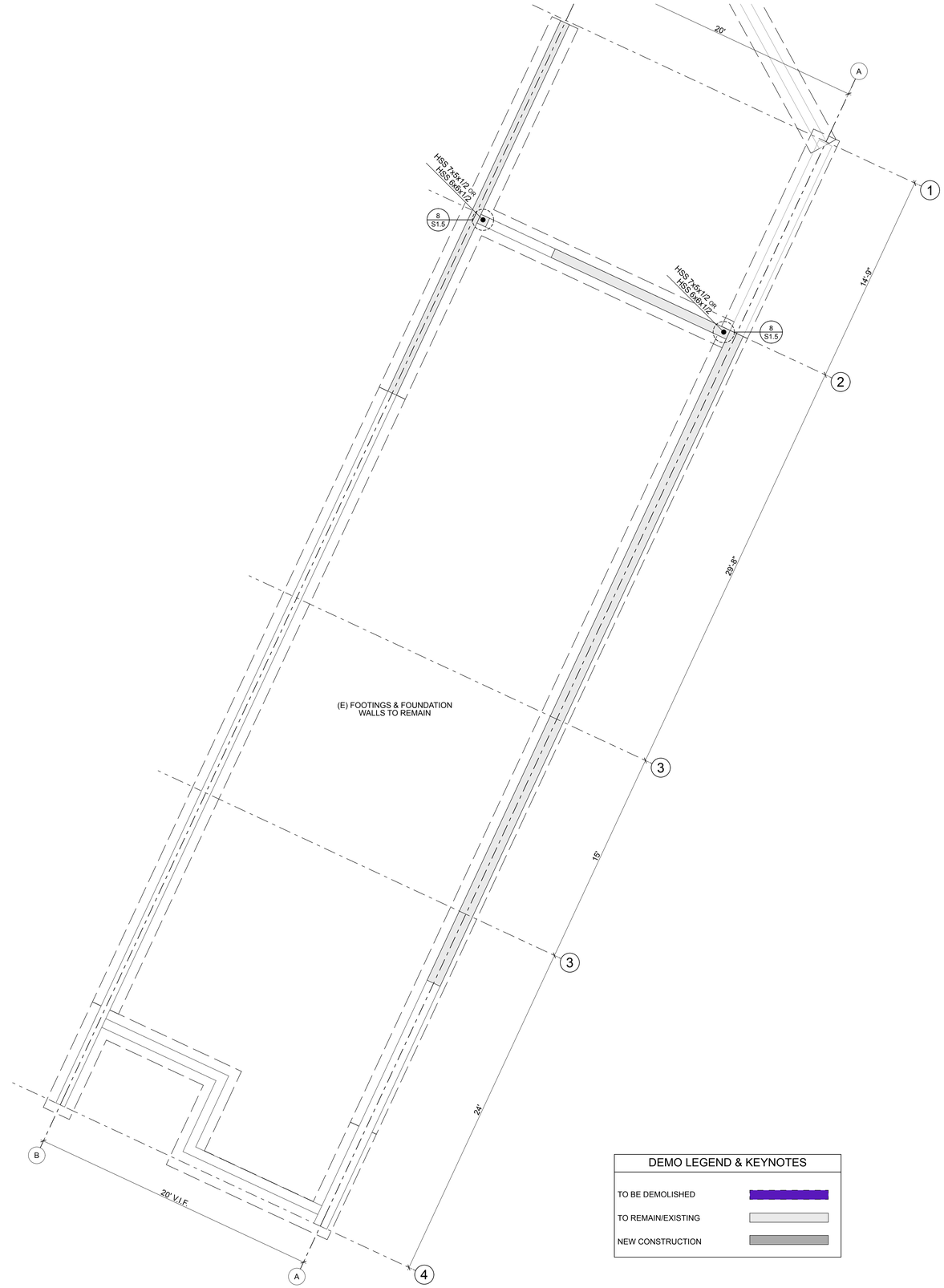
PROJECT NO:

DATE: 12/30/21

DRAWN BY: ALEXIS SUGGS

SCALE: AS NOTED IN DRAWING

ELECTRICAL PLANS
MPE.2



DEMO LEGEND & KEYNOTES

TO BE DEMOLISHED	
TO REMAIN/EXISTING	
NEW CONSTRUCTION	

1 FOOTING & FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

LICENSED STRUCTURAL ENGINEER
No. 260129
HUA SHEN
EXPIRATION DATE: 3/31/2023
STATE OF UTAH

SHEN ENGINEERS, INC.
2225 E. MURRAY HOLLADAY RD., #208
HOLLADAY, UT 84117
801.277.2625
henryshen90@gmail.com

SUGARPLUMB TOWNHOUSE
9699 BYPASS ROAD
ALTA, UT 84092

REVISIONS:

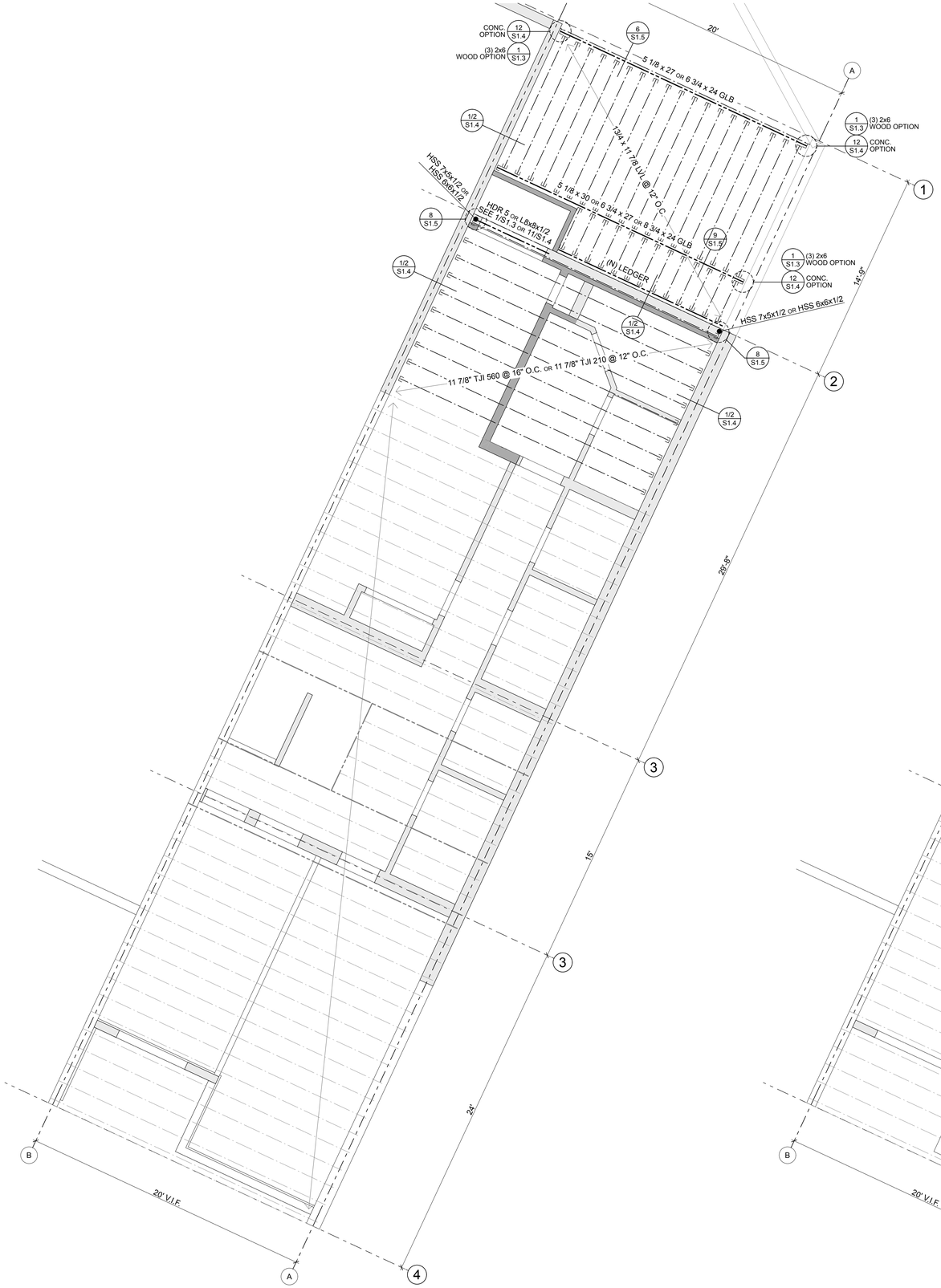
PROJECT NO:

DATE: 12/30/21

DRAWN BY:

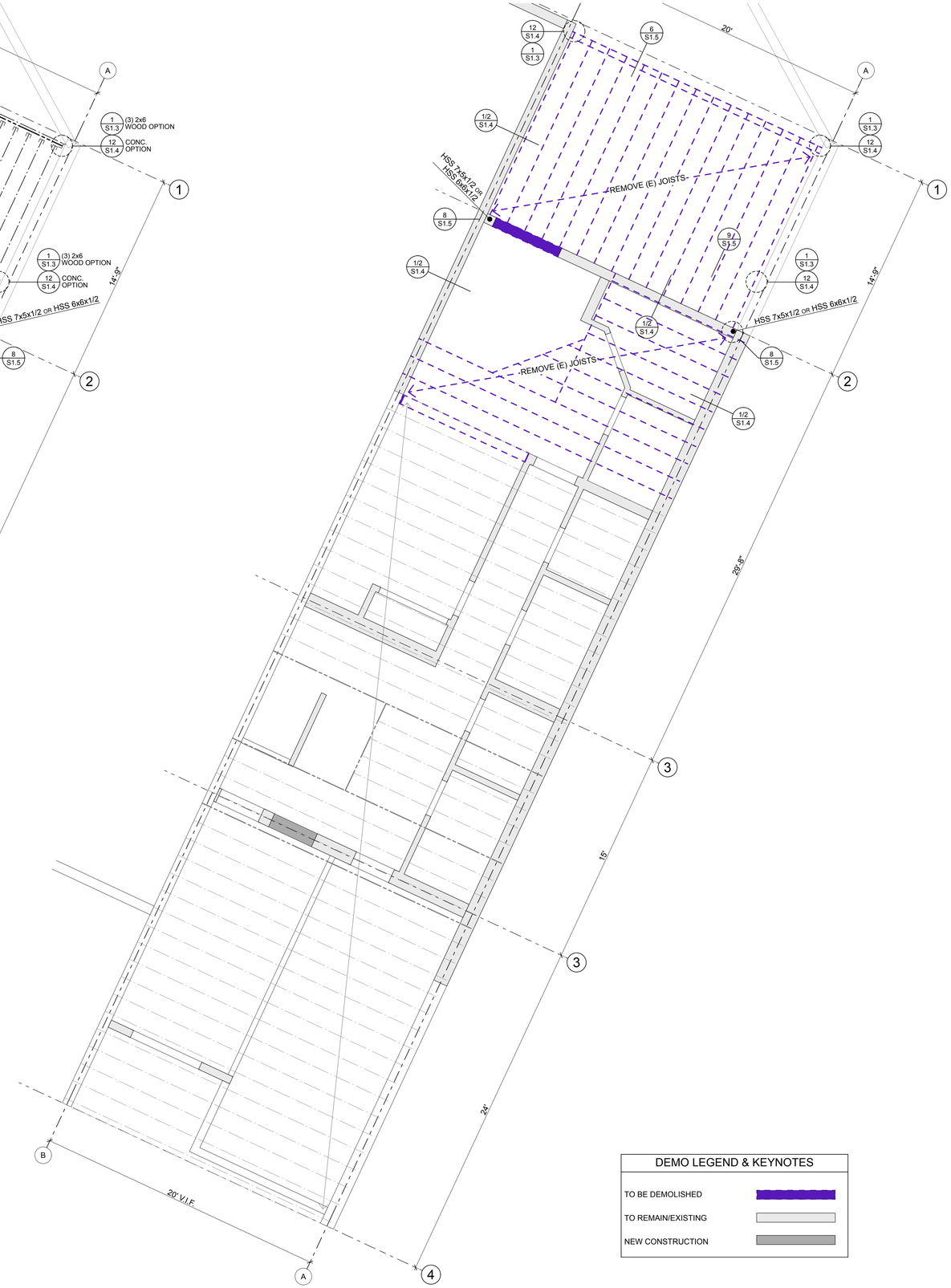
SCALE: AS NOTED IN DRAWING

FOOTING AND FOUNDATION
S0.1



2 NEW FIRST FLOOR FRAMING PLAN

SCALE: 1/4" = 1'-0"



1 FIRST FLOOR FRAMING DEMO PLAN

SCALE: 1/4" = 1'-0"

DEMO LEGEND & KEYNOTES	
TO BE DEMOLISHED	
TO REMAIN/EXISTING	
NEW CONSTRUCTION	

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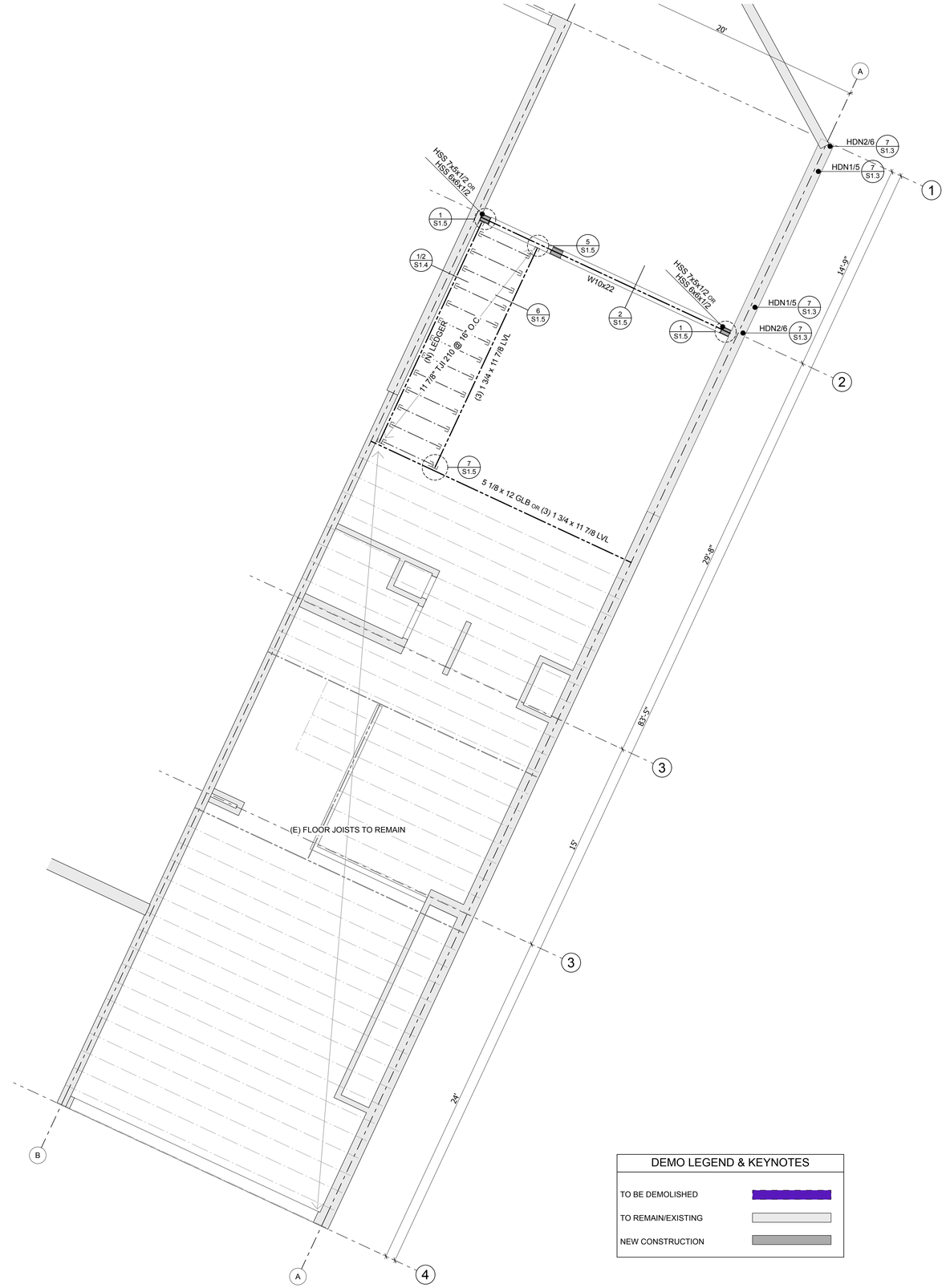
DATE: 12/30/21

DRAWN BY:

SCALE: AS NOTED IN DRAWING

FIRST FLOOR FRAMING

S0.2



DEMO LEGEND & KEYNOTES

TO BE DEMOLISHED	
TO REMAIN/EXISTING	
NEW CONSTRUCTION	

1 NEW SECOND FLOOR FRAMING

SCALE: 1/4" = 1'-0"

LICENSED STRUCTURAL ENGINEER
No. 260129
HUA SHEN
EXPIRATION DATE
3/31/2023
STATE OF UTAH

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ALTA, UT 84092

REVISIONS:

PROJECT NO:

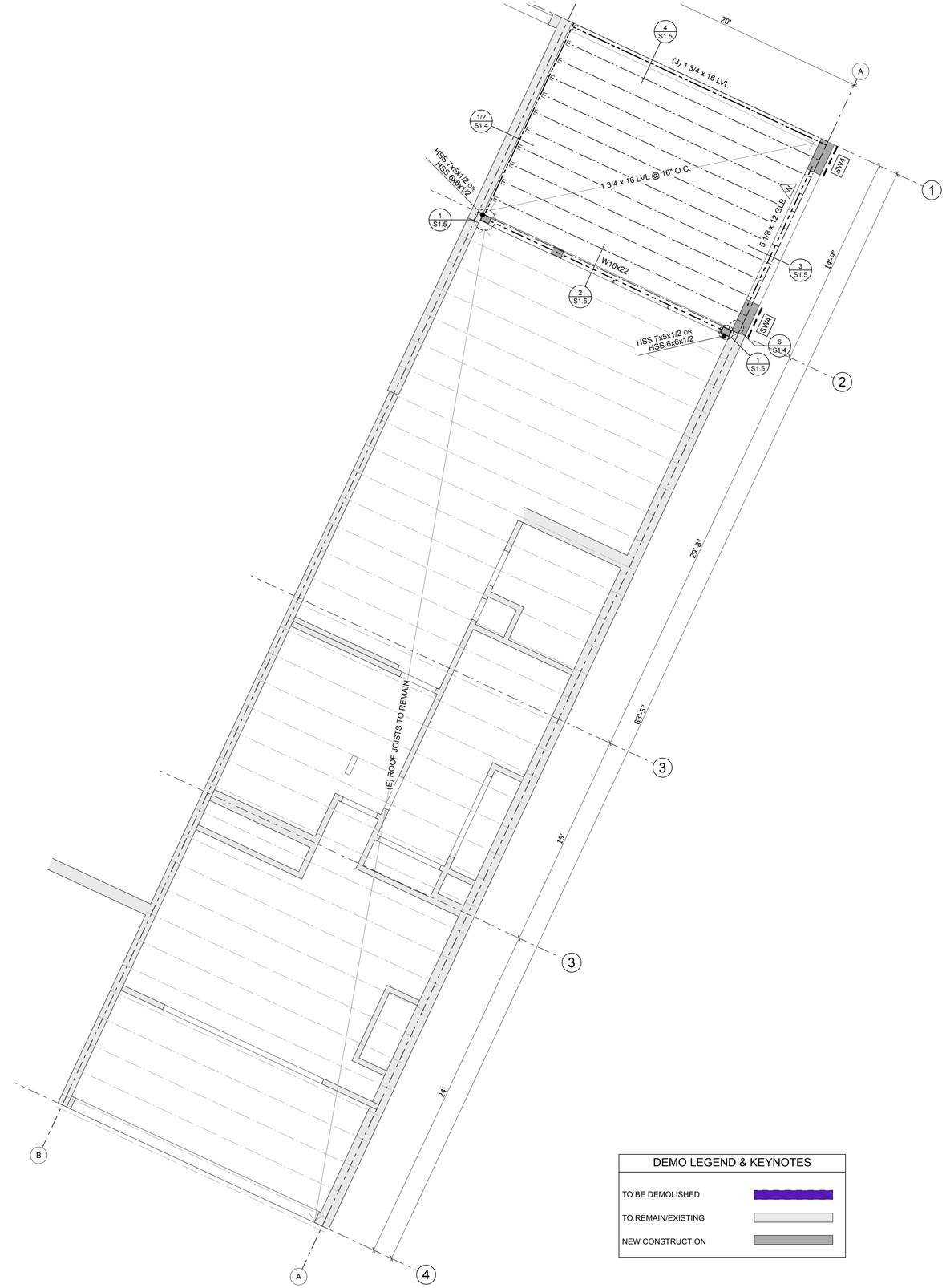
DATE: 12/30/21

DRAWN BY:

SCALE: AS NOTED IN DRAWING

SECOND FLOOR FRAMING

S0.3



DEMO LEGEND & KEYNOTES

TO BE DEMOLISHED	
TO REMAIN/EXISTING	
NEW CONSTRUCTION	

1 SECOND FLOOR ROOF FRAMING

SCALE: 1/4" = 1'-0"

LICENSED STRUCTURAL ENGINEER
No. 260129
HUA SHEN
EXPIRATION DATE: 3/31/2023
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ALTA, UT 84092

REVISIONS:

PROJECT NO:

DATE: 12/30/21

DRAWN BY:

SCALE: AS NOTED IN DRAWING

ROOF FRAMING
S0.4

GENERAL STRUCTURAL NOTES:

I. GENERAL:

A. THE STRUCTURAL DRAWINGS SHOW THE COMPLETED PROJECT. DETAILS, SECTIONS, AND NOTES SHOWN ON THE DRAWINGS SHALL BE TYPICAL AND APPLY TO SIMILAR SITUATIONS ELSEWHERE UNLESS NOTED OR SHOWN OTHERWISE.
B. CONTRACTOR SHALL COMPARE ALL DIMENSIONS AND CONDITIONS ON CONTRACT DOCUMENTS AND AT THE SITE. ANY OMISSION OR CONFLICT SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER. IN CASE OF ANY CONFLICT FOLLOW THE MOST STRINGENT REQUIREMENT AS DIRECTED BY ARCHITECT/ENGINEER.
C. SEE THE ARCHITECTURAL DRAWINGS FOR DOORS, WINDOWS, NON-BEARING INTERIOR AND EXTERIOR WALLS, RECESSES, DEPRESSIONS, ETC.
D. CONTRACTOR SHALL PROVIDE ADEQUATE TEMPORARY BRACING FOR ALL PORTIONS OF THE BUILDING UNTIL THE ENTIRE STRUCTURE OF THE BUILDING IS COMPLETE.
E. OBSERVATION VISITS TO THE SITE BY STRUCTURAL ENGINEER'S FIELD REPRESENTATIVES SHALL NOT BE CONSTRUED AS INSPECTION OR APPROVAL OF CONSTRUCTION.
F. ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL AND SIGNATURE OF A STRUCTURAL ENGINEER REGISTERED IN UTAH.
F. DEMOLITION:
1. CONTRACTOR SHALL VERIFY IN THE FIELD ALL EXISTING CONDITIONS. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND THE ACTUAL FIELD CONDITIONS SHALL BE REPORTED TO THE ARCHITECT/ENGINEER PRIOR TO CONTINUING ANY WORK.
2. CONTRACTOR SHALL EXERCISE EXTREME CARE DURING DEMOLITION TO AVOID DAMAGING THOSE PORTIONS OF THE STRUCTURE TO REMAIN. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER IMMEDIATELY OF ANY DAMAGE TO THE STRUCTURE TO REMAIN.
3. ALL METHODS USED SHALL BE CAREFULLY PLANNED AND SHALL BE APPROPRIATE TO THE WORK TO BE DONE. THE EXISTING STRUCTURE TO REMAIN SHALL NOT BE SUBJECTED TO ANY SUDDEN OR EXCESSIVE FORCES WHICH MIGHT ADVERSELY AFFECT THE INTEGRITY OF THE STRUCTURE.
4. WHERE EXISTING CONCRETE OR MASONRY IS TO BE REMOVED SAWCUT BETWEEN THE STRUCTURE TO REMAIN AND THAT TO BE REMOVED UNLESS NOTED OTHERWISE. WHERE NEW DOORS OR OTHER OPENINGS ARE TO BE CUT INTO EXISTING WALLS OR SLABS A MINIMUM 6" DIAMETER CORE HOLE SHALL BE DRILLED INTO EACH CORNER. THE SAWCUT SHALL BE BETWEEN THE CORE HOLES. NO OVERCUTTING INTO THE STRUCTURE TO REMAIN SHALL BE PERMITTED.

II. DESIGN CRITERIA:

A. BUILDING CODE: 2015 INTERNATIONAL RESIDENTIAL CODE (IRC) W/ AMENDMENTS
B. LOADINGS:
1. ROOF SNOW LOAD = 165 PSF + SNOW DRIFT PER IBC
2. TYPICAL FLOOR LIVE LOAD = 40 PSF
3. WIND LOAD - 115 MPH ZONE - EXPOSURE C
4. SEISMIC DESIGN DATA: SDC-D2, Ss=1.57,S1=0.56,I=1,R=6.5, Fa=1.2, WOOD SHEAR WALL SYSTEM, V=0.2, IRREGULARITY=1.25, SITE CLASS: D, SIMPLIFIED LATERAL FORCE PROCEDURE
C. FOUNDATION:
1. ALL EXTERIOR FOOTINGS ARE TO BE FOUNDED AT NOT LESS THAN 36" BELOW LOWEST ADJACENT FINISH FLOOR OR FINISH GRADE ONTO UNDISTURBED EXISTING SUBSOILS HAVING A MINIMUM NET BEARING CAPACITY OF 1500 PSF. ALL INTERIOR FOOTINGS ARE TO BE FOUNDED AT NOT LESS THAN 1'-3" BELOW LOWEST ADJACENT FINISH FLOOR ONTO SUBSOILS.

III. CONCRETE:

A. ALL MATERIALS SHALL COMPLY WITH ACI 318 AND ACI 347 PUBLICATIONS AND APPLICABLE ASTM PUBLICATIONS.
B. CONCRETE MATERIAL PROPERTIES: 28-DAY COMPRESSIVE STRENGTHS ARE TO BE 3500 PSI TYPICAL UNLESS NOTED OTHERWISE. DESIGN BASED ON 2500 PSI.
C. CAST IN PLACE CONCRETE:
1. SPACING OF CONSTRUCTION JOINTS OR CONTROL JOINTS IN WALLS EXPOSED TO VIEW SHALL NOT EXCEED 40 FEET UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS.
2. PROVIDE EXTRA REINFORCING AROUND ALL OPENINGS EXCEEDING 24 INCHES SQUARE OR ROUND IN ALL SLABS AND WALLS EQUAL TO TWO #5 BARS ON FOUR SIDES AND EXTEND TWO FEET BEYOND THE OPENING.
3. PROVIDE A 3/4" CHAMFER ON ALL EXPOSED CORNERS OF CONCRETE UNLESS NOTED OTHERWISE.
4. PROVIDE CLASS B LAP SPLICES FOR ALL REINFORCING UNLESS NOTED OTHERWISE.
5. PROVIDE ISOLATION JOINTS AROUND ALL COLUMNS AT ALL EXPOSED SLAB ON GRADE AREAS.
6. EXPOSURE CATEGORIES AND CLASS OF CONCRETE: F1

IV. REINFORCING STEEL:

A. ALL BARS #4 AND LARGER TO BE ASTM A 615, GRADE 60. ALL #2 AND #3 BARS TO BE ASTM A 615, GRADE 40. DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH ACI-318, LATEST ADOPTION.
B. ALL REINFORCING STEEL SHALL BE BENT, DETAILED AND CHAIRED AS PER "ACI MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCING CONCRETE STRUCTURES".
C. WELDED WIRE FABRIC TO BE IN ACCORDANCE WITH ASTM A 185.
D. ALL BARS INDICATED ON THE PLANS TO BE WELDED SHALL CONFORM TO ASTM A706 (GRADE 60).
E. CONCRETE COVER REQUIREMENTS FOR DEFORMED BAR REINFORCING STEEL SHALL COMPLY WITH ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCING CONCRETE".
1. CAST-IN-PLACE CONCRETE:
a) CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3"
b) FORMED CONCRETE EXPOSED TO EARTH OR WEATHER:
#6 BARS AND LARGER: 2"
#5 BARS AND SMALLER: 1-1/2"
c) CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:
SLABS, WALLS JOISTS: #11 BARS OR SMALLER: 3/4"
BEAMS, COLUMNS: PRIMARY REINFORCING, TIES, STIRRUPS, SPIRALS: 1-1/2"
F. DETAILING: SUBMIT PLACING DRAWINGS PER ACI DETAILING MANUAL, ACI SP-66. FABRICATE ONLY AFTER REVIEW AND APPROVAL. REINFORCING BARS SHALL NOT BE WELDED UNLESS SPECIFICALLY SHOWN ON DRAWINGS.
1. LAP SPLICE LENGTHS SHALL BE AS FOLLOWS:
30 BAR DIAMETER FOR #3 AND #4 BARS
40 BAR DIAMETER FOR #5 THROUGH #8 BARS
DO NOT SPLICE STIRRUPS AND TIES
DO NOT SPLICE VERTICAL BARS IN RETAINING WALLS UNLESS SPECIFICALLY SHOWN.
2. ALL EMBEDMENTS AND DOWELS SHALL BE SECURELY TIED TO FORMWORK OR TO ADJACENT REINFORCING PRIOR TO THE PLACEMENT OF CONCRETE.

V. STRUCTURAL AND MISCELLANEOUS STEEL:

A. MATERIAL PROPERTIES:
1. ALL SHAPES, PLATES, ANGLES, AND CHANNELS TO BE ASTM A-36 UNLESS NOTED OTHERWISE.
2. ALL WF SHAPES WEIGHING 84 POUNDS PER LINEAR FOOT OR LESS TO BE ASTM A 992, GRADE 50. ALL WF SHAPES WEIGHING MORE THAN 84 POUNDS PER LINEAR FOOT TO BE ASTM A 992, GRADE 36.
3. SQUARE OR RECTANGULAR TUBES TO BE ASTM A 500, GRADE B, Fy = 46 KSI.
4. ALL STEEL TO BE DETAILED, FABRICATED AND ERECTED IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS, LATEST ADOPTION.
B. WELDING:
1. FOR STRUCTURAL STEEL TO BE IN ACCORDANCE WITH A.W.S. REQUIREMENTS FOR E70XX ELECTRODES.
C. BOLTS:
1. ALL BOLTS TO BE 3/4" DIAMETER ASTM A 325-N UNLESS NOTED OTHERWISE.
2. BOLTS, NUTS AND WASHERS SHALL NOT BE REUSED.
3. ANCHOR BOLTS SHALL BE ASTM A 307 OR A 36.

VI. WOOD:

A. DIMENSIONAL LUMBER: ALL TO BE GRADE STAMPED PER W.C.L.B. RULES.
1. ALL JOISTS, BEAMS, PLATES, HEADERS AND OTHER LUMBER TO BE D.FIR/LARCH #2 UNLESS OTHERWISE NOTED.
2. 2 X 4 SUB-PURLINS TO BE D.FIR/LARCH NO.1.
3. 2X 6 SUB-PURLINS TO BE D.FIR/LARCH NO.1.
4. PURLINS TO BE D.FIR DENSE #1.
5. 4X AND 6X POSTS TO BE D.FIR/LARCH NO.1.
6. WALL STUDS TO BE D.FIR/LARCH #2 GRADE OR BETTER.
B. WOOD DECKING: FLOOR DECKING SHALL BE COMMERCIAL 2 X 6 (NOMINAL TONGUE AND GROOVE DECKING, HEM-FIR OR BETTER WITH A REPETITIVE Fb OF 1450 PSI MINIMUM.
C. GLU-LAMS, LVLS AND DFS:
1. TO BE GRADE STAMPED PER A.I.T.C., D.FIR/LARCH COMBINATION 24F-V8 FOR CONTINUOUS SPANS AND D.FIR/LARCH COMBINATION 24F-V4 FOR SIMPLE SPANS. GLUED WITH WATERPROOF GLUE.

THE STRESSES OF THE MATERIAL ARE AS FOLLOWED:

GLB-EWS 24F-V4 BOT. Fb=2400 PSI, Fv=265PSI, E=1800KSI.
GLB-EWS 24F-V8 T&B Fb=2400 PSI, Fv=265PSI, E=1800KSI.
LVLS Fb=2600 PSI, Fv=285PSI, E=1900KSI.
PARALLAM Fb=2900 PSI, Fv=290PSI, E=2000KSI.
DF#1 Fb=1100 PSI, Fv=180PSI, E=1700KSI.
DF#2 Fb=850 PSI, Fv=180PSI, E=1600KSI.

D. PLYWOOD:
1. ROOF SHEATHING TO BE STD 5/8" OSB OR C-D WITH EXTERIOR GLUE, IDENTIFICATION INDEX 40/20 FOR JOISTS/TRUSSES @ 16" O.C. OR 48/24 FOR JOISTS/TRUSSES @ 24" O.C.. NAIL WITH 10d GLUE, IDENTIFICATION INDEX 40/20. NAIL WITH 10d NAILS AT 6" O.C. AT ALL EDGE SUPPORTS AND WITH 10d NAILS AT 12" O.C. AT ALL INTERMEDIATE SUPPORTS UNLESS NOTED OTHERWISE.
2. FLOOR SHEATHING TO BE STD 3/4" OSB OR C-C T&G WITH EXTERIOR GLUE, IDENTIFICATION INDEX 40/20. NAIL WITH 8d NAILS AT 6" O.C. AT ALL EDGE SUPPORTS AND WITH 8d NAILS AT 12" O.C. AT ALL INTERMEDIATE SUPPORTS UNLESS NOTED OTHERWISE.
3. EXTERIOR WALLS TO BE STD 7/16" OSB OR 1/2" C-C WITH EXTERIOR GLUE. NAIL WITH 10d NAILS AT 6" O.C. AT ALL EDGE SUPPORTS AND WITH 10d NAILS AT 12" O.C. AT ALL INTERMEDIATE SUPPORTS UNLESS NOTED OTHERWISE. SEE SHEAR WALL SCHEDULE FOR SHEAR WALL SHEATHING AND NAILING.
E. PLYWOOD WEB I JOISTS:
1. TO BE DESIGNED, DETAILED AND FABRICATED BY TRUS-JOIST AND HAVE THE APPROVAL OF ICBO.
2. JOISTS ARE TO BE DESIGNED FOR THE LIVE LOADS LISTED ABOVE AND FOR A SUPERIMPOSED DEAD LOAD OF NOT LESS THAN 15 PSF.
3. DESIGN JOISTS FOR TWICE THE WEIGHT OF MECHANICAL UNITS INDICATED ON THE PLANS IN ACCORDANCE WITH AMERICAN INSTITUTE OF TIMBER CONSTRUCTION TECHNICAL NOTE #9. REVIEW ARCHITECTURAL AND MECHANICAL DRAWINGS FOR ADDITIONAL UNITS REQUIRED.
F. SPECIAL TREATMENTS (AMERICAN WOOD PRESERVERS INSTITUTE STANDARDS):
1. ALL WOOD IN CONTACT WITH CONCRETE, MASONRY OR SOIL: PRESSURE TREAT WITH WOLMAN CCA PRESERVATIVE OR EQUAL AS APPROVED BY THE ARCHITECT.
2. FIRE RETARDANT: PRESSURE TREAT WITH DRICON OR EQUAL AS APPROVED THE ARCHITECT.
G. WOOD NAILING SCHEDULE:
1. JOIST TO SILL OR GIRDER, TOENAIL 3-8d
2. BRIDGING TO JOIST, TOENAIL EACH END 2-8d
3. 1"X6" SUBFLOOR OR LESS TO EACH JOIST FACE NAIL 2-8d
4. WIDER THAN 1"X6" SUBFLOOR TO EACH JOIST, FACE NAIL 3-8d
5. SUBFLOOR TO JOIST OR GIRDER, BLIND AND FACE NAIL 2-16d
6. SOLE PLATE TO JOIST OR BLOCKING, FACE NAIL 2-16d
7. TOP PLATE TO STUD, END NAIL 2-16d
8. STUD TO SOLE PLATE TOENAIL 4-8d OR FACE NAIL 2-16d
9. DOUBLE STUDS, FACE NAIL 16d @ 24" o.c.
10. DOUBLED TOP PLATES, FACE NAIL 16d @ 16" O.C.
11. TOP PLATES, LAPS AND INTERSECTIONS, FACE NAIL 2-16d
12. CONTINUOUS HEADER, 2 PIECES 16d @ 16"O.C. ALONG 2 EDGES
13. CEILING JOISTS TO PLATE, TOENAIL 3-8d
14. CONTINUOUS HEADER TO STUD, TOENAIL 4-8d
15. CEILING JOIST, LAPS OVER PARTITIONS FACE NAIL 3-16d
16. CEILING JOIST TO PARALLEL RAFTERS FACE NAIL 3-16d
17. RAFTER TO PLATE, TOENAIL 4-8d
18. BRACE TO EACH STUD AND PLATE, FACE NAIL 2-8d
19. 1"X8" SHEATHING OR LESS TO EACH BEARING, FACE NAIL 2-8d
20. WIDER THAN 1"X8" SHEATHING TO EACH BEARING, FACE NAIL 3-8d
21. BUILT UP CORNER STUDS 16d @ 24" O.C.
22. BUILT-UP GIRDERS AND BEAMS 20d @ 32"O.C. AT TOP AND BOTTOM AND STAGGERED 2-20d AT EACH END & SPLICE
23. PLANKS 2-16d AT EACH BEARING

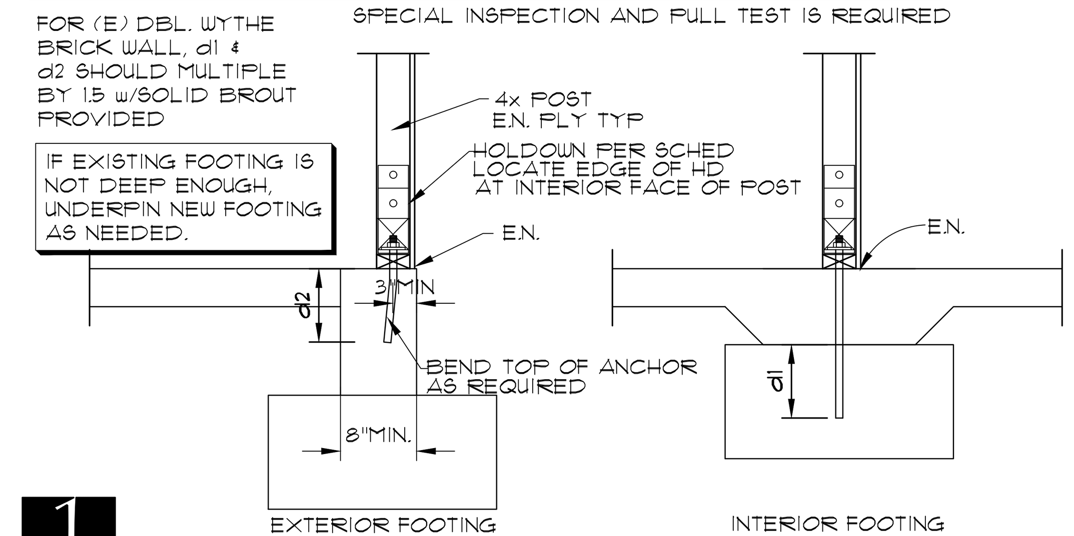
VII. MISCELLANEOUS:

A. GYPSUM WALLBOARD: FOR SHEAR WALLS TO BE STANDARD 1/2" GYPSUM WALLBOARD. NAIL WITH 5D COOLER NAILS AT 7" O.C. TO ALL STUDS, TOP AND BOTTOM PLATES AND BLOCKING.
B. STUCCO: FOR SHEAR WALLS TO BE STANDARD 7/8" PORTLAND CEMENT PLASTER ON EXPANDED METAL OR WOVEN WIRE LATH. NAIL WITH NO.11 GAGE, 1 1/2" LONG, 7/16" HEAD NAILS OR NO.16 GAGE STAPLES WITH 7/8" LONG LEGS AT 6" O.C. TO ALL STUDS, TOP AND BOTTOM PLATES AND BLOCKING.

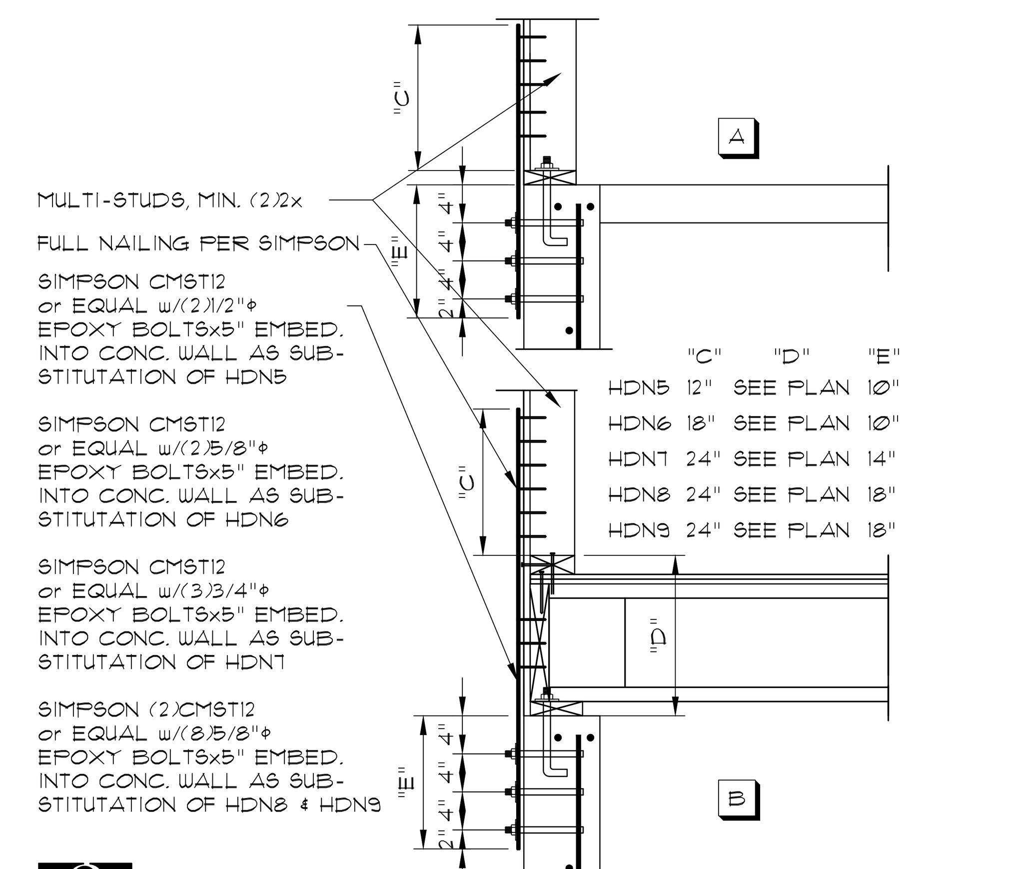
VIII. SPECIAL INSPECTION: SPECIAL INSPECTION IS REQUIRED IN ACCORDANCE WITH IBC SECTION 1704.
A. EPOXY BOLTS IN TENSION IF APPLY.
B. FIELD WELDING AND STEEL MOMENT CONNECTION.

HOLDOWN ALTERNATES w/ SIMPSON "SET-XP" - ESR2508					
HOLDOWNS CALLED OUT ON PLAN	SIMPSON HOLDOWNS	NEW ANCHORS SIMPSON "SET-XP"	d1*	d2*	d2 @ CORNER
HDN5	HDU2	5/8"φ	6"	6"	10"
HDN6	HDU5	5/8"φ	6"	8"	14"
HDN7	HDU8	7/8"φ	8"	14"	
HDN8	HDU11	1"φ	8"	16"	
HDN9	HDU14	1"φ	12"	20"	

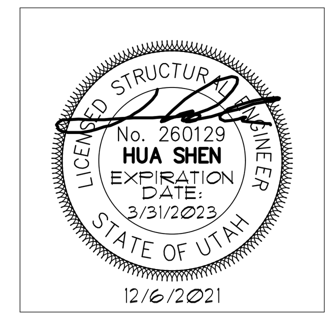
SPECIAL INSPECTION AND PULL TEST IS REQUIRED



1 HOLDOWN INSTALLATION WITH EPOXY BOLTS



2 HOLDOWN INSTALLATION WITH EPOXY BOLTS



12/6/2021

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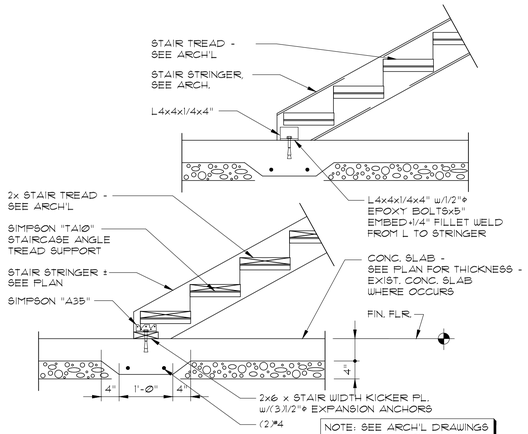
architecture
357 S. 200 E., SALT LAKE CITY, UTAH-801.865.7648

Project:
SUGARPLUMB TOWNHOUSE ADDITION & REMODEL
9699 BYPASS ROAD
ALTA, UTAH 84092

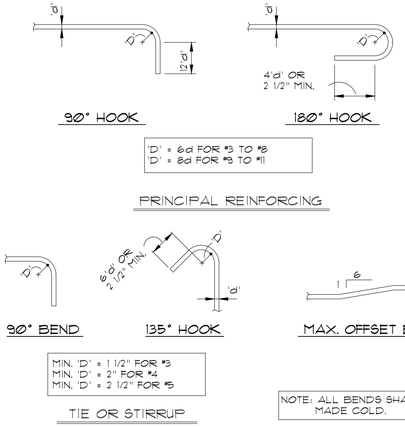
Date: 12/6/2021
Job #: SE21421
Revisions:

Sheet No:
S1.1

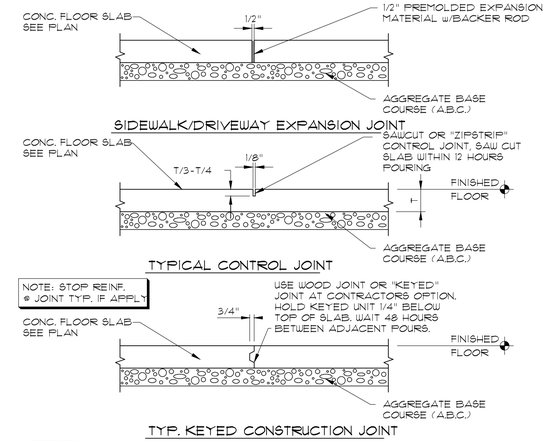


NOTE: SEE ARCH'L DRAWINGS FOR ALL STAIR DIMENSIONS THIS IS ONLY A SUGGESTED DETAIL.

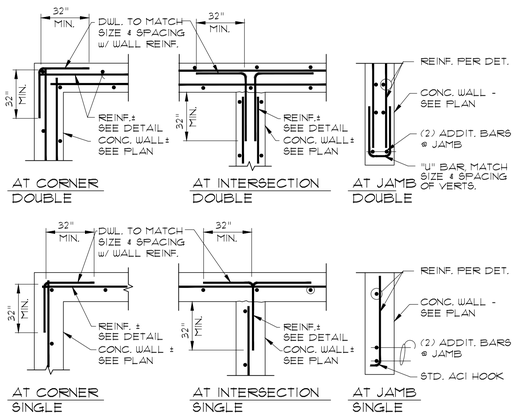
7 SUGGESTED STAIR-CONC. SLAB CONN.



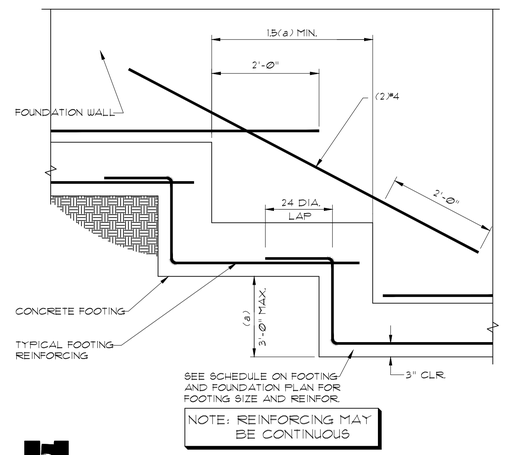
4 TYPICAL REINFORCING BAR BENDS



1 TYPICAL CONCRETE FLOOR JOINTS

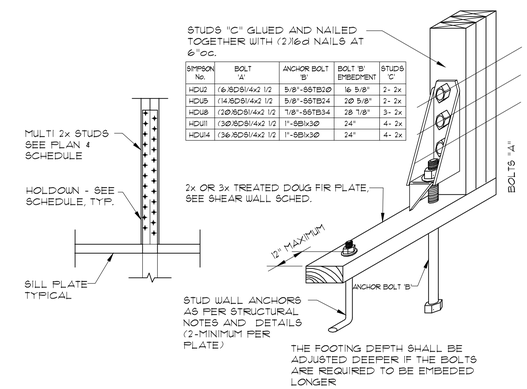


8 TYPICAL CONC. WALL REINF.



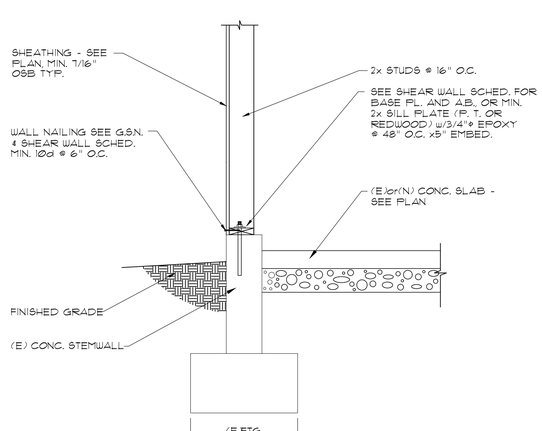
NOTE: REINFORCING MAY BE CONTINUOUS

5 TYPICAL STEPPED FOOTING



SIMPSON No.	BOLT 'A'	ANCHOR BOLT 'B'	BOLT 'B' EMBEDMENT	STUDS 'C'
HDU2	(6)SDS1/4x2 1/2	5/8"-SSTB20	16 5/8"	2- 2x
HDU5	(14)SDS1/4x2 1/2	5/8"-SSTB24	20 5/8"	2- 2x
HDU8	(20)SDS1/4x2 1/2	7/8"-SSTB34	28 7/8"	3- 2x
HDU11	(30)SDS1/4x2 1/2	1"-SSB1x30	24"	4- 2x
HDU14	(36)SDS1/4x2 1/2	1"-SSB1x30	24"	4- 2x

2 TYPICAL HOLDOWN TO CONC.



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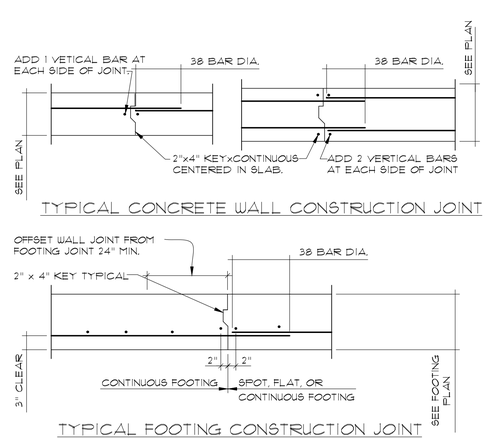
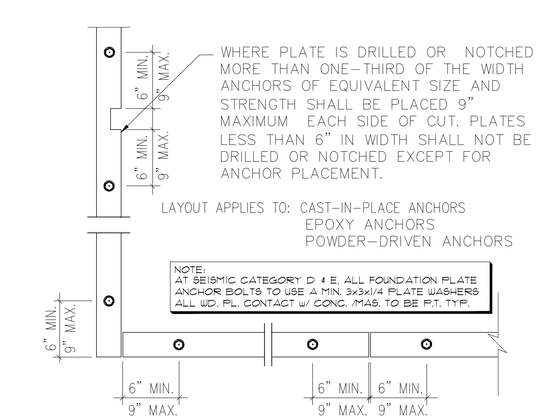


6 TYP. FTG. & WALL CONSTRUCTION JOINT



3 TYPICAL ANCHOR BOLTS LAYOUT

LICENSED STRUCTURAL ENGINEER
No. 260129
HUA SHEN
EXPIRATION DATE: 3/31/2023
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12/6/2021

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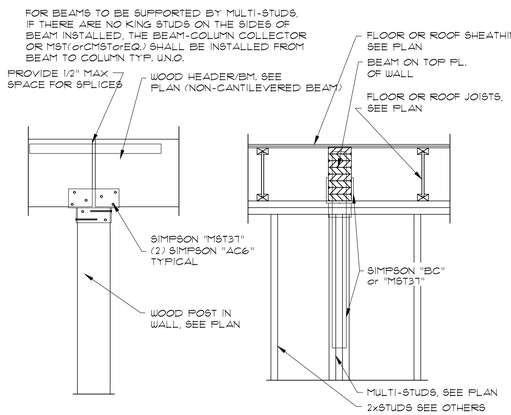
BRACH DESIGN
architecture
357 S. 200 E., SALT LAKE CITY, UTAH-801.865.7648

Project:
SUGARPLUMB TOWNHOUSE ADDITION & REMODEL
9699 BYPASS ROAD
ALTA, UTAH 84092

Date: 12/6/2021
Job #: SE21421
Revisions:

Sheet No:
S1.2



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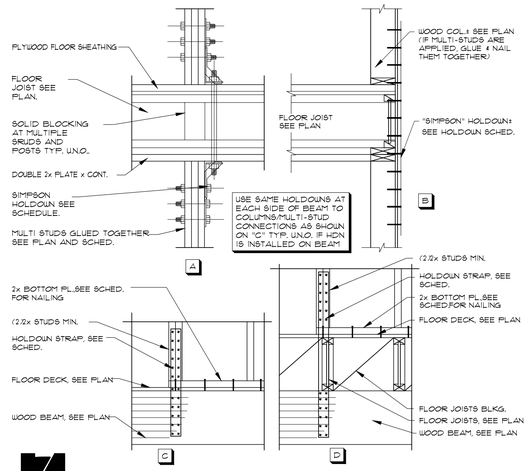
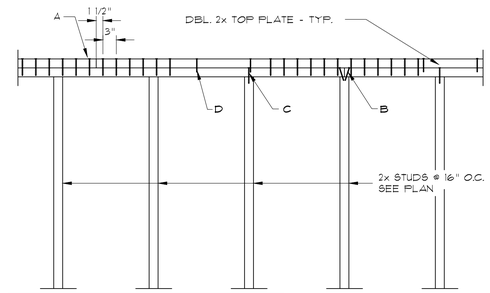


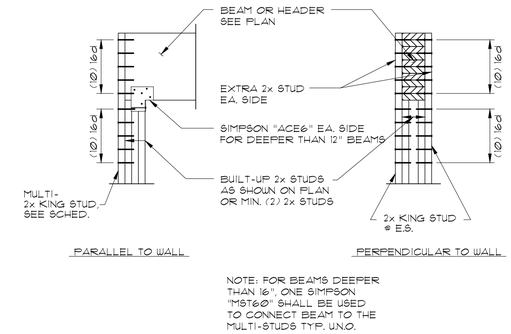
7 HOLDOWNS AT FLOOR TO FLOOR



NAILING SCHEDULE	
MARK	DESCRIPTION
A	(24) 16d NAILS AT 3"O.C. .
B	2 - 16d NAILS AT THE END OF EACH PLATE (TOP OR BOTTOM) 4 - TOTAL.
C	2 - 16d NAIL AT EACH STUD.
D	NAIL TOP AND BOTTOM PLATES TOGETHER WITH 2 - 16d NAILS AT 16"O.C. TYPICAL.

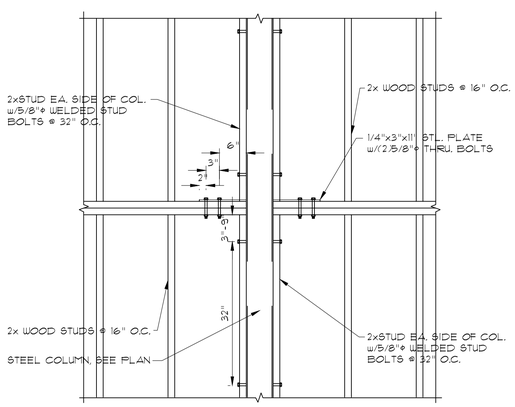
THE TOP PL'S. HAVE TO BE INSTALLED CONTINOUSLY. IF THEY ARE DIS-CONTINUED BY STEEL COLUMNS, PIPES ETC., INSTALL CS16x24"MIN.(12" FROM EA. SIDE) TO TOP PLATE TYP. U.N.O.

4 TYPICAL TOP PLATE SPLICE



NOTE: FOR BEAMS DEEPER THAN 16", ONE SIMPSON "MST60" SHALL BE USED TO CONNECT BEAM TO THE MULTI-STUDS TYP. U.N.O.

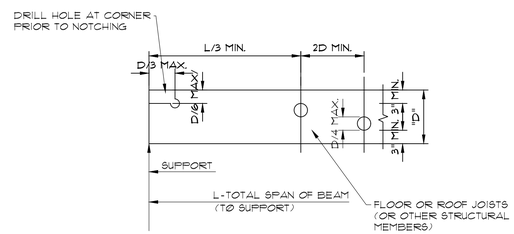
1 TYPICAL WOOD HEADER OR BEAM TO MULTI-STUDS CONNECTION



11 TYP. STEEL COLUMN TO STUD WALL CONNECTION

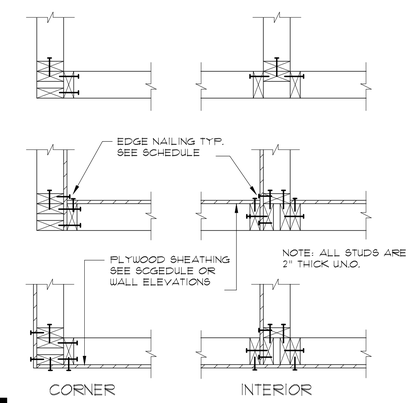
NAIL/STAPLE EQUIVALENT TABLE.				
FLOORS AND ROOF				
NAILS		STAPLES		
SIZE	SPACING	SIZE	SPACING	LENGTH
8d	6"	14 GA	6"	1 1/2"
8d	4"	14 GA	4"	1 1/2"
8d	2 1/2"	14 GA	2 1/2"	1 1/2"
8d	2"	14 GA	2"	1 1/2"
10d	6"	14 GA	4"	1 5/8"*
10d	4"	14 GA	2 1/2"	1 5/8"*
10d	2 1/2"	14 GA	2"	1 5/8"*
* IN 3/4" PLYWOOD USE 2" STAPLES				
WALL				
3/8" PLYWOOD				
8d	6"	14 GA	6"	1 3/8"
8d	4"	14 GA	4"	1 3/8"
8d	3"	14 GA	3"	1 3/8"
8d	2"	14 GA	2"	1 3/8"
1/2" PLYWOOD				
8d	6"	14 GA	6"	1 1/2"
8d	4"	14 GA	3"	1 1/2"
8d	3"	14 GA	2 1/2"	1 1/2"
10d	6"	14 GA	4"	1 1/2"
10d	4"	14 GA	3"	1 1/2"
10d	3"	14 GA	2"	1 1/2"

8 NAIL/STAPLE EQUIVALENT TABLE

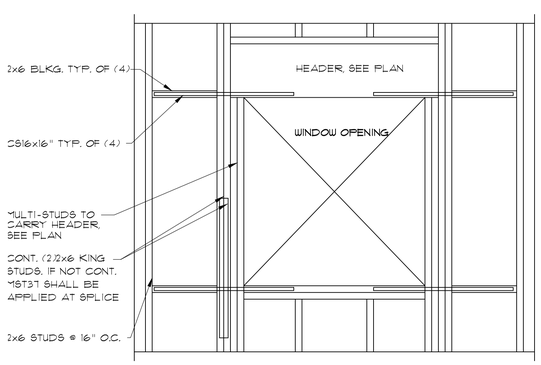


NOTE: NOTCHES AND DRILLED HOLES AS SHOWN ABOVE MAY BE USED ONLY WITH THE APPROVAL OF THE STRUCTURAL ENGINEER

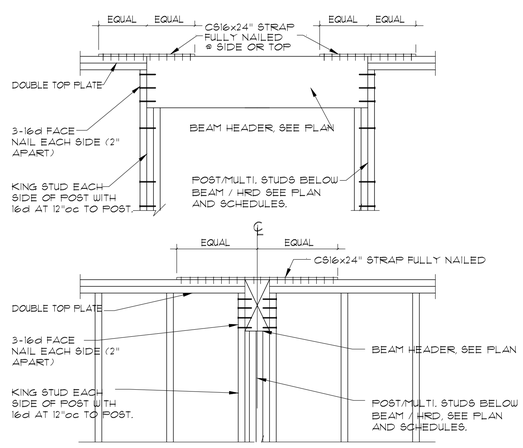
5 TYP. HOLES AND NOTCHING IN BEAMS



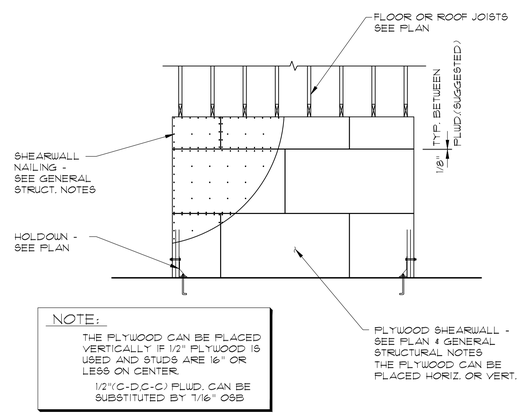
2 TYPICAL WALL INTERSECTION FRAMING



12 REINFORCED WINDOW OPNG. AS SHOWN ON PLAN AS 0

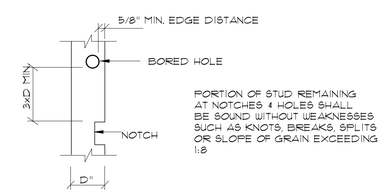


9 TYP. TOP PL. THRU BEAM HEADER IN WALL



NOTE:
THE PLYWOOD CAN BE PLACED VERTICALLY IF 1/2" PLYWOOD IS USED AND STUDS ARE 16" OR LESS ON CENTER.
1/2"(C-D,C-C) PLWD. CAN BE SUBSTITUTED BY 7/16" OSB

6 TYPICAL SHEAR WALL ELEVATION



WOOD STUD SIZE	BEARING		NON-BEARING	
	MAX. HOLE (40%)	MAX. HOLE (25%)	MAX. HOLE (60%)	MAX. HOLE (40%)
2x4	1 3/8"	7/8"	2 1/8"	1 3/8"
2x6	2 3/16"	1 3/8"	3 5/16"	2 3/16"

3

LICENSED STRUCTURAL ENGINEER
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HUA SHEN
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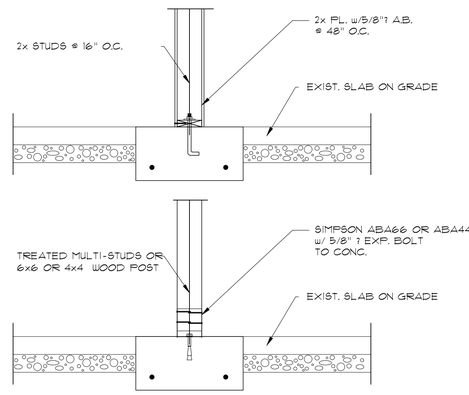

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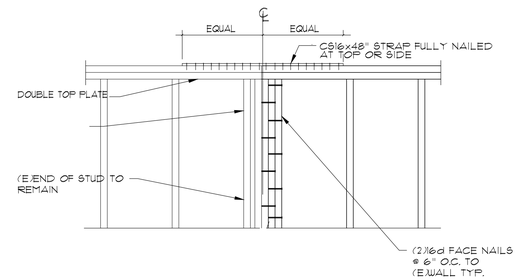
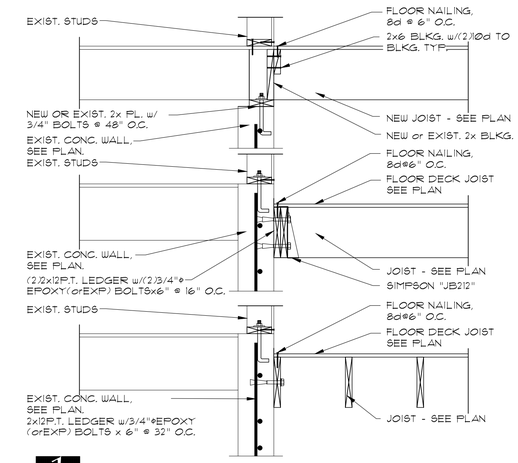


4 TYP. TOP PL. THRU NEW-EXISTING WALL



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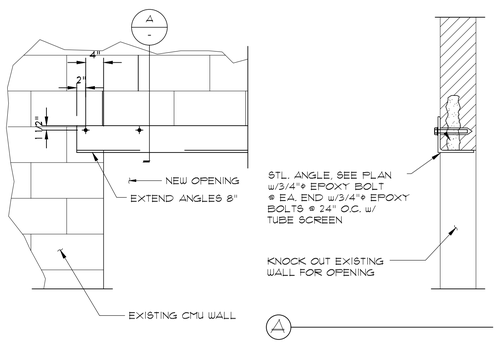
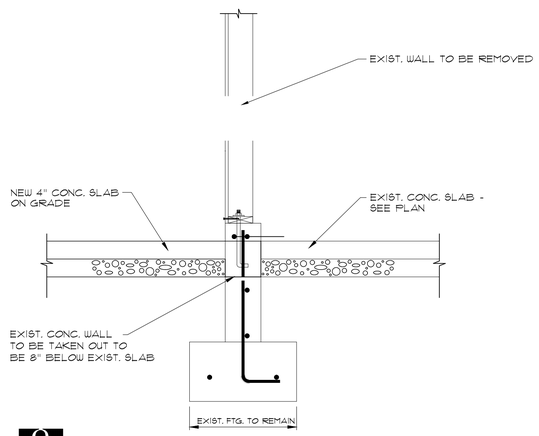


11 NEW OPENING IN C.M.U. WALL



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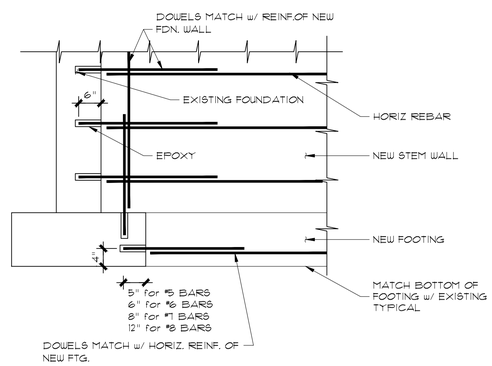
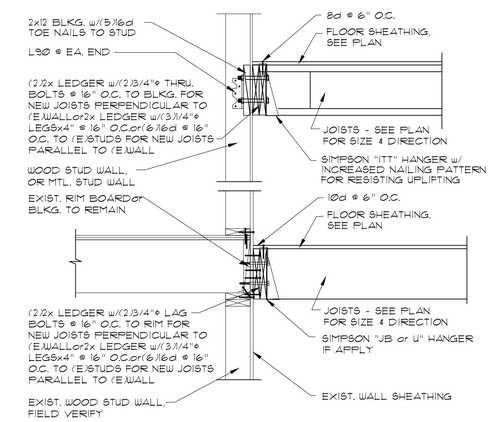


5 TYPICAL NEW FTG. TO EXIST. FTG. CONN.



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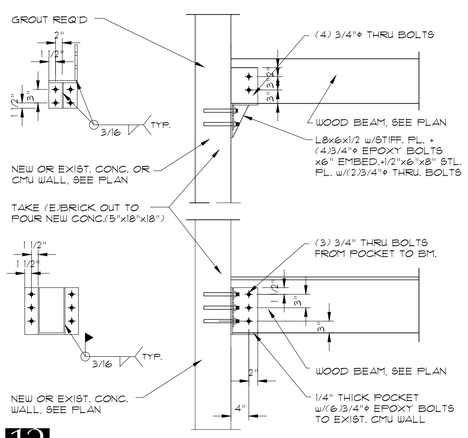

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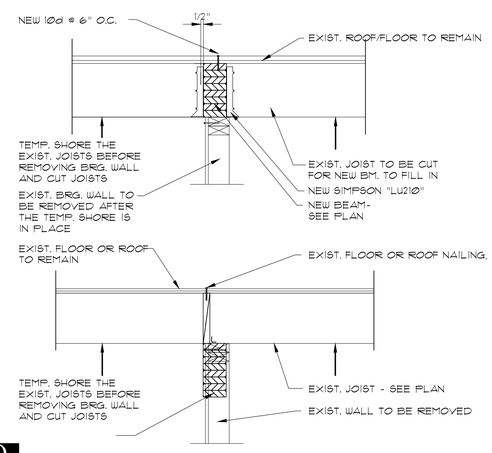

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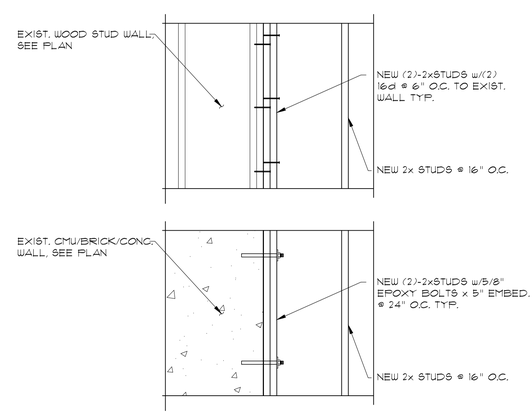
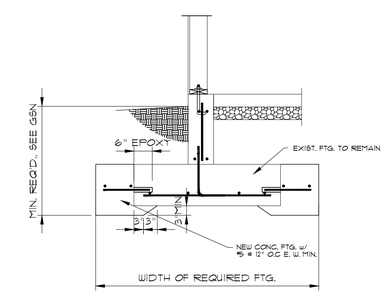


6 EXIST WALL-NEW STUD WALL CONNECTION



3 DETAIL OF WIDENING EXISTING FOOTING

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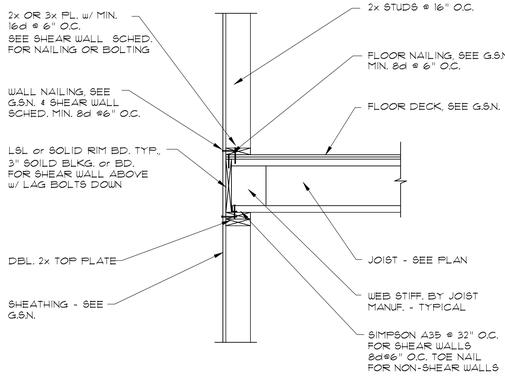

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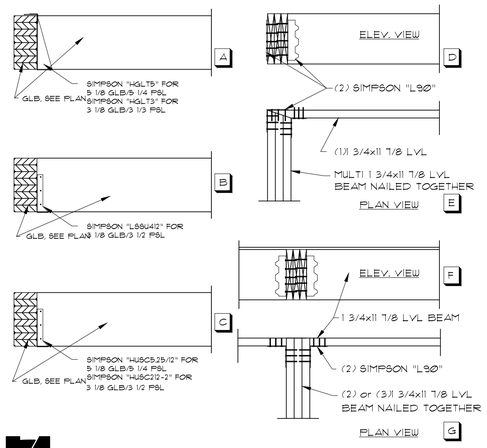

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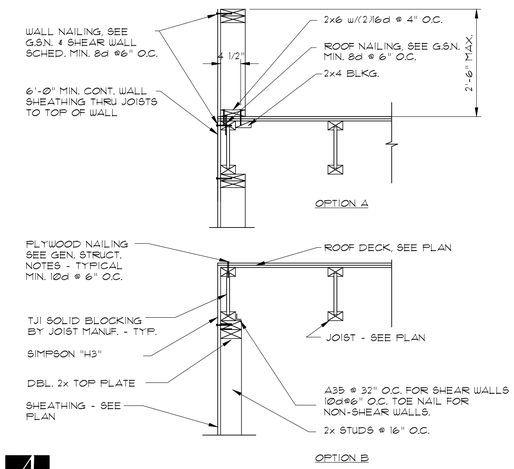

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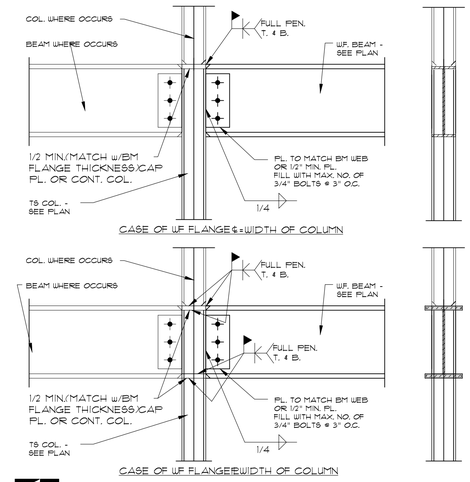

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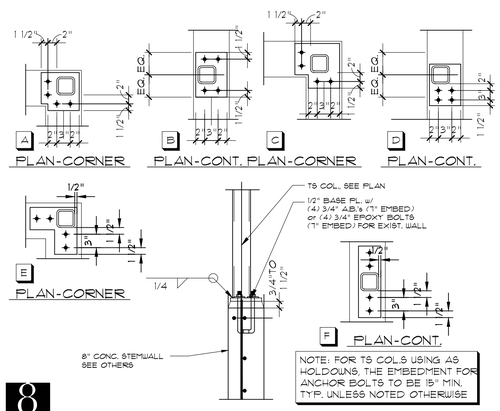

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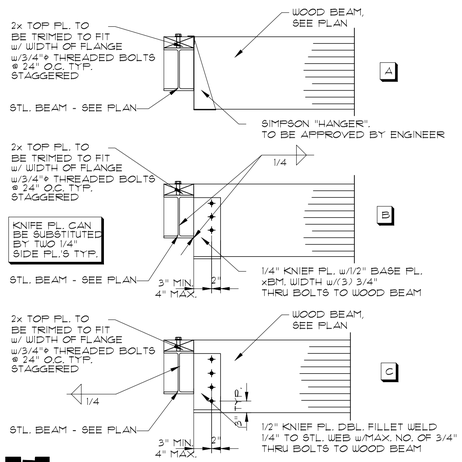

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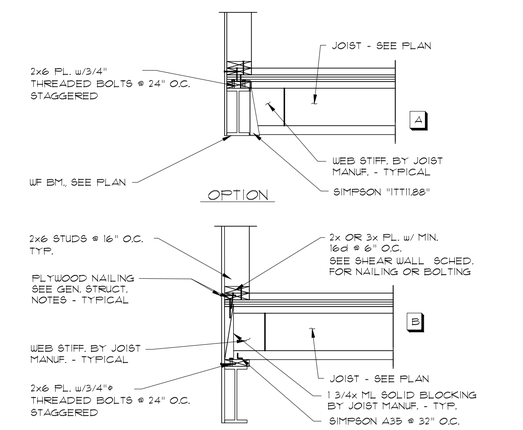

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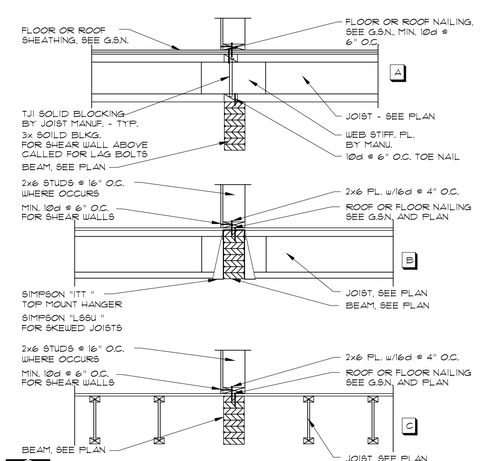

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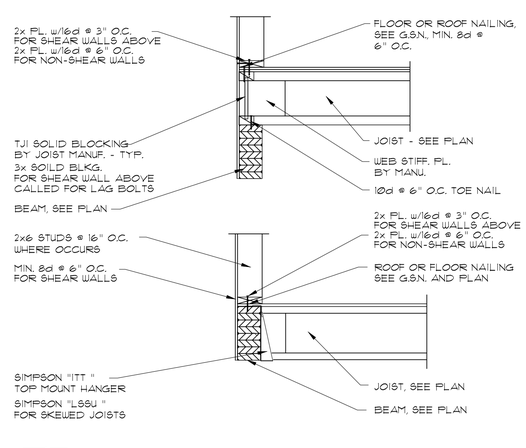

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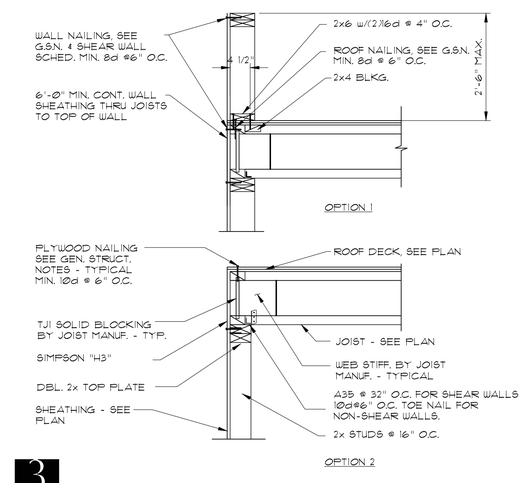

3

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BRACH DESIGN
architecture
357 S. 200 E., SALT LAKE CITY, UTAH-801.865.7648

Project:
SUGARPLUMB TOWNHOUSE ADDITION & REMODEL
9699 BYPASS ROAD
ALTA, UTAH 84092

Date: 12/6/2021
Job #: SE21421
Revisions:

Sheet No:
S1.5

HDR: HEADER, SEE SCHEDULE
HDN: HOLDOWN, SEE SCHEDULE
SW: WOOD SHEAR WALL, SEE SCHEDULE
BW:BEARING WALL
BWA: BEARING WALL ABOVE
NBW: NON-BEARING WALL
OBR: OVER-BUILD ROOF
GT: GIRDER TRUSS
KP: KING POST
DJ: DOUBLE JOISTS

ROOF FRAMING PLAN NOTES:

1. SEE GENERAL STRUCTURAL NOTES SHEET AND STANDARD WOOD FRAMING DETAILS FOR
   - A. GENERAL STRUCTURAL NOTES
   - B. TYPICAL HEADER DETAIL
   - C. TYPICAL TOP PLATE SPLICE DETAIL
   - D. TYPICAL SHEAR WALL DETAIL
2. K.P. = KING POST, SEE PLAN FOR SIZE AND LOCATION TYPICAL.
3. ALL ROOF JOISTS OR TRUSSES ARE CALLED OUT ON PLAN. SEE PLAN FOR SIZE & SPACE TYP.
4. ESTABLISH AND VERIFY ALL OPENINGS & INSERTS FOR MECHANICAL, ELECTRICAL & PLUMBING WITH THE APPROPRIATE TRADES, DRAWINGS AND SUBCONTRACTORS PRIOR TO CONSTRUCTION.
5. HANGING CEILING, DUCTWORK OR OTHER ITEMS FROM THE PLYWOOD DECK IS NOT ALLOWED.
6. PROVIDE JOIST/TRUSS BRIDGING AS PER MANUFACTURER'S SPECIFICATION.
7. PROVIDE SOLID BLOCKING AT JOIST/TRUSS BEARING TYPICAL U.N.O.
8. PROVIDE 1/8" GAP ON ROOF DECK PLYWOOD OR FOLLOW MANUFACTURER'S SPECIFICATION.
9. SEE STANDARD DETAIL FOR MULTI-STUDS TO WOOD BEAM/HEADER CONNECTION TYPICAL.
10. SHEAR WALLS SHOWN ARE BELOW FRAMING LEVEL. COORDINATE WITH FRAMING PLANS.

HEADER SCHEDULE

MARK	SIZE	END BRG.	REMARKS
HDR-1	(3)2x6	(2)2x6	
HDR2	(3)2x8	(2)2x6	or (3)1 3/4x5 1/2LVL
HDR-3	(3)2x10	(2)2x6	or (3)1 3/4x7 1/4LVL
HDR-4	(3)2x12	(3)2x6	or (3)1 3/4x9 1/2LVL
HDR-5	5 1/8x12 GLB	(3)2x6	or (3)1 3/4x11 7/8LVL
HDR-6	(2)2x6	(2)2x4	
HDR-7	(2)2x8	(3)2x4	or (2)1 3/4x5 1/2LVL
HDR-8	(2)2x10	(3)2x4	or (2)1 3/4x7 1/4LVL
HDR-9	(2)2x12	(3)2x4	or (2)1 3/4x9 1/2LVL
HDR-10	3 1/8x12 GLB	(4)2x4	or (2)1 3/4x11 7/8LVL

NOTES:
1. GLULAM BEAMS SHALL BE COMBINATION SYMBOL 24F-V4 FOR REGULAR BEAM AND 24F-V8 FOR CANTILEVERED BEAM TYPICAL.
2. ALL GLULAM BEAMS TO BE ZERO CAMBER BEAMS U.N.O.
3. ALL MULTI-MEMBER BEAMS & STUDS SHALL BE NAILED TOGETHER w/(2) ROWS 16d @ 6" O.C. BOTH SIDES TYPICAL.

NUMBER OF KING STUDS ON EXTERIOR WALLS:
(FOR INTERIOR WALLS, ONE KING STUD TYP.)
ONE KING STUD FOR OPNG. 2'-0" TO 5'-0"
TWO KING STUDS FOR OPNG. 5'-0" TO 10'-0"
THREE KING STUDS FOR OPNG. 10'-0" TO 15'-0"
FOUR KING STUDS FOR OPNG. 15'-0" TO 20'-0"

TYPICAL ROOF DECK:

3/4" PLWD/OSB SHEATHING, SPAN RATING 48/24
SEE GENERAL STRUCTURAL NOTES-TYPICAL NAILING:
10d @ 6" O.C. AT ALL PANEL EDGES, SUPPORTED EDGES, AND ALL TOP OF SHEAR WALLS
10d @ 12" O.C. AT ALL PANEL FIELD
PLACE SHEATHING LONG-WISE ACROSS FRAMING, STAGGER END JOINTS. UNBLOCKED DIAPHRAGM.

TYPICAL FLOOR DECK:

3/4" PLWD./OSB SHEATHING, SPAN RATING 40/20
SEE GENERAL STRUCTURAL NOTES-TYPICAL
GLUE AND NAIL TO ALL JOISTS
10d @ 6" O.C. AT ALL PANEL EDGES, SUPPORTED EDGES, AND ALL TOP OF SHEAR WALLS
10d @ 12" O.C. AT ALL PANEL FIELD
PLACE SHEATHING LONG-WISE ACROSS FRAMING, STAGGER END JOINTS. UNBLOCKED DIAPHRAGM.

FLOOR FRAMING PLAN NOTES:

1. SEE GENERAL STRUCTURAL NOTES AND STANDARD FRAMING DETAILS FOR
   - A. GENERAL STRUCTURAL NOTES
   - B. TYPICAL HEADER DETAIL
   - C. TYPICAL SHEAR WALL DETAIL
   - D. TYPICAL TOP PLATE SPLICE DETAIL
2. HDR-1 = HEADER, SEE HEADER SCHEDULE TYPICAL.
3. ALL FLOOR MEMBERS ARE TO BE 11 7/8" TJI 210 TYPICAL. U.N.O.
4. ESTABLISH AND VERIFY ALL OPENINGS & INSERTS FOR MECHANICAL, ELECTRICAL & PLUMBING WITH THE APPROPRIATE TRADES, DRAWINGS AND SUBCONTRACTORS PRIOR TO CONSTRUCTION.
5. HANGING CEILING, DUCTWORK OR OTHER ITEMS FROM THE PLYWOOD DECK IS NOT ALLOWED.
6. PROVIDE JOIST BRIDGING AS PER MANUFACTURER'S SPECIFICATION.
7. PROVIDE SOLID BLOCKING AT JOIST BEARING TYPICAL U.N.O.
8. PROVIDE 1/8" GAP ON WALL SHEATHING PLWD. OR FOLLOW MANUFACTURER'S SPECIFICATION.
9. SEE DETAIL FOR MULTI-STUDS TO WOOD BEAM/HEADER CONNECTION TYPICAL U.N.O.
10. " —Þ" INDICATES MOMENT CONN. TYP. U.N.O.
11. SHEAR WALLS SHOWN ARE BELOW FRAMING LEVEL. COORDINATE WITH FRAMING PLANS. HOLDOWNS SHOWN ARE LAYING ON FRAMING LEVEL. COORDINATE WITH FRAMING PLANS.

SCHEDULE FOR SIMPSON HANGERS ON BEAMS AND JOISTS TYP.
USE "LSSJ/LSSR" FOR SKEWED & SLOPED JOISTS
USE "LRUZ" FOR SLOPED JOISTS.
USE "SUR/SUL/HSUR/HSUL" FOR SKEWED BEAMS
USE "HUC/HUCQ" AS CONCEALED HANGERS

	TOP MOUNT HANGERS	FACE MOUNT HANGERS
9 1/2" TJI SERIES	ITS/BA/WP	IUS
DBL. 9 1/2" TJI	MIT/BA/ITS	MIU
11 7/8" TJI	ITS/BA/WP	IUS
DBL. 11 7/8" TJI	MIT/BA/ITS	MIU
1 3/4x LVLorPSL	ITS/BA/WP	HU
3 1/2x LVLorPSL	HGLT	HU/HGU
5 1/4x LVLorPSL	HGLTV	HU/HGU
7x LVLorPSL	HGLTV	HGUS
3 1/8x GLB	HGLT	
5 1/8x GLB	HGLTV	
6 3/4x GLB	HGLTV	
8 3/4x GLB	HGLST	
2x JOISTS	HU	LUS/HU
(2)2x	HUS-2TF	LUS-2/HU-2
(3)2x	HUS-3TF	LUS-3/HU-3

ON STRUCTURAL PLANS AND DETAILS, THERE ARE SOME OPTIONS. ARCHITECTS PLEASE SPECIFY THE OPTIONS. IF G.C. OR OWNER HAS ANY CONCERNS ON THE OPTIONS, CONTACT ARCHITECTS TO CLARIFY THEM TYP. U.N.O.

CONTRACTOR PLEASE SEE ARCH. DWG. FOR PLUMBING LOCATION OF BATHTUB , TOILET. PLEASE OFFSET JOISTS WHERE OCCURS. USE DOUBLE JOISTS UNDER BATHTUB, KITCHEN ISLAND, AND OTHER HEAVY STUFFS.

NOTE: FOR ALL (2)1 3/4x11 7/8LVL BM PROVIDE MIN. (2)2x6 AS END BEARINGS TYP. U.N.O.

UB1/MB1/LB1/FB1: (2)1 3/4x11 7/8 LVL
UB2/MB2/LB2/FB2: (3) 1 3/4x11 7/8 LVL or 5 1/8x12 GLB

THE GLB BEAMS CAN BE SUBSTITUTED BY PSL (orLVL)BEAMS AS FOLLOWS:
(IT DOESN'T WORK FROM PSL(orLVL) TO GLB TYP.)

3 1/8x9GLB	3 1/2x9 1/2PSL/(2)1 3/4x9 1/2LVL
3 1/8x12GLB	3 1/2x11 7/8PSL/(2)1 3/4x11 7/8LVL
5 1/8x12GLB	5 1/4x11 7/8PSL/(3)1 3/4x11 7/8LVL
5 1/8x15GLB	5 1/4x16PSL/(3)1 3/4x16LVL
5 1/8x18GLB	5 1/4x18PSL/(3)1 3/4x18LVL
6 3/4x12GLB	7x11 7/8PSL/(4)1 3/4x11 7/8LVL

TYPICAL DECK PLANK:

2x6 REDWOOD (OR P.T. WOOD) w/ (2)16d @ EA. JOIST AND (4) 16d @ END OF PLANK TO EA. JOIST TYPICAL UNLESS NOTED OTHERS

NOTE:
ALL INFORMATION WAS PROVIDED OR MEASURED BY THE GENERAL CONTRACTORS OR BY EOR. IF DURING CONSTRUCTION, THE GENERAL CONTRACTORS FIND ANY DIFFERENCES OF MEMBERS CALLOUT ON PLANS FROM THE ACTUAL CONDITIONS, PLEASE INFORM ENGINEERS FOR RE-CHECK OR RE-DESIGN TYP. U.N.O.
DURING DEMOLITION, IF THE GENERAL CONTRACTORS SEE ANY BEARING WALLS ARE REMOVED W/O BEAMS TO BE DESIGNED AND INSTALLED, INFORM ENGINEER(801.277.2625) FOR RE-CHECK OR RE-DESIGN TYP. U.N.O.

FOUNDATION PLAN NOTES:

1. SEE GENERAL STRUCTURAL NOTES SHEET AND STANDARD CONCRETE DETAIL SHEET FOR
   - A. GENERAL STRUCTURAL NOTES
   - B. TYPICAL EXCAVATION ADJACENT TO FOOTING
   - C. TYPICAL SLAB JOINT DETAILS
   - D. TYPICAL STEPPED FOOTING
2. WS - DENOTES CONCRETE WALL STEP.
3. F-1 - DENOTES FOOTING MARK - SEE FOOTING SCHEDULE.
4. K.C.J. - DENOTES KEYED CONSTR. JOINT - SEE STANDARD DETAIL.
5. C.J. - DENOTES CONTROL JOINT - SEE STANDARD DETAIL.
6. F-----S - DENOTES FOOTING STEP, SEE DETAIL TYPICAL.
7. CONTRACTOR TO VERIFY ALL DIMENSIONS AND ELEVATIONS WITH ARCHITECTURAL DRAWINGS PRIOR TO CONSTRUCTION. SEE ARCHITECTURAL FOR ALL DIMENSIONS, SLAB SLOPES & DEPRESSIONS NOT NOTED.
8. ALL SLABS ON GRADE ARE TO BE JOINTED AT NO MORE THAN 15'-0" EACH WAY USING JOINTS PER STANDARD DETAIL. IN ADDITION, NO SECTION OF CONCRETE SHALL HAVE AN ASPECT RATIO OF GREATER THAN 1 1/2:1. PROVIDE (2) #4 x 4'-0" MID-HEIGHT SLAB BARS ADJACENT TO ALL DISCONTINUOUS JOINT LOCATIONS. ALL COLUMN ISOLATION JOINT CORNERS ARE TO BE INTERSECTED BY A SLAB JOINT OR REINFORCED WITH SLAB BARS PER ABOVE. SUBMIT COMPLETE JOINT LAYOUT PLAN TO THE ARCHITECT FOR PRIOR REVIEW.
9. ALL WOOD TO CONTACT w/ CONC. OR MASONRY TO BE P.T. OR REDWOOD TYP.
10. ALL FOUNDATION PL. ANCHOR BOLTS TO USE A MIN. 3x3x1/4 PL. WASHERS TYP.

CONCRETE POUR NOTES:

1. VERIFY FTG STEP LOCATIONS AND HEIGHT IN FIELD PRIOR TO FORMING FOOTINGS. MAKE FTG REBAR CONTINUOUS THROUGH FTGS WITH BENT BARS AT CORNERS. LAP BARS 40 BAR DIAMETERS AT SPLICES AND TIE.
2. DO NOT POUR ANY CONCRETE UNTIL THE FORMS ARE ADEQUATELY BOLSTERED AND SUPPORTED AND ALL REBAR IS IN PLACE AND SECURED.
3. DO NOT PERMIT FIN. GRADE TO COME CLOSER THAN 6" TO TOP OF CONCRETE.
4. FOR FOUNDATIONS REBAR INSPECTIONS FOR FOUNDATION WALLS OVER 8'-0", FORMS ARE NOT TO BE INSTALLED ON ONE SIDE UNTIL AFTER THE REBAR HAS BEEN INSPECTED AND APPROVED.
5. PROVIDE A U-FER GROUND DURING CONSTRUCTION OF FOOTING & FOUNDATION.
6. ALL FASTENERS (IE NAILS, SCREWS, ANCHOR BOLTS, ETC.) WHICH ARE TO BE INSTALLED IN PRESERVATIVE TREATED WOOD (IE SILL PLATES) SHALL BE HOT-DIPPED, ZINC-COATED GALVANIZED STEEL, STAINLESS STEEL, SILICON BRONZE OR COPPER(MEET THE REQUIREMENTS OF IBC 2304.9.5.)
7. ALL L ANGLES FOR SUPPORTING VENEERS ARE HOT-DIPPED GALVANIZED.

FIN. FLR. = (SEE ARCH. DWG.)

4" CONCRETE FLOOR SLAB w/ 6x6-W1.4xW1.4 WWF OVER 4" AGGREGATE BASE COURSE-(A.B.C.) TYPICAL U.N.O.

SHEARWALL SCHEDULE

MARK	SHEATHING: PLYWOOD	SHEATHING: EDGE NAILING	SHEATHING: INTER. NAILING	BOTTOM PLATE	NAILING THRU FLOOR / ANCHOR BOLTS TO CONC.	PANEL EDGE STUD	A35 BLKG. TO TOP PL. WHERE DRAG OCCURS
SW1	1/2" (C-D, C-C)	10d @ 6" O.C.	10d @ 12" O.C.	2xPL.	16d @ 6" O.C. 3/4" A.B. x 10" @ 48" O.C.	--	@ 24" O.C.
SW2	1/2" (C-D, C-C)	10d @ 4" O.C.	10d @ 12" O.C.	2xPL.	16d @ 3" O.C. 3/4" A.B. x 10" @ 16" O.C.	--	@ 16" O.C.
SW3	1/2" (C-D, C-C)	10d @ 3" O.C.	10d @ 12" O.C.	3xPL.	1/4" LAG BOLTS x5" @ 8" O.C. 3/4" A.B. x 10" @ 24" O.C.	2xBLKG. MIN. 3xSTUDS MIN.	@ 12" O.C.
SW4	1/2" (C-D, C-C)	10d @ 2" O.C.	10d @ 12" O.C.	3xPL.	1/4" LAG BOLTS x5" @ 8" O.C. 3/4" A.B. x 10" @ 24" O.C.	2xBLKG. MIN. 3xSTUDS MIN.	@ 9" O.C.
SW5	DBL.1/2"(C-D,C-C)	10d @ 4" O.C.	10d @ 12" O.C.	3xPL.	1/4" LAG BOLTS x5" @ 6" O.C. 3/4" A.B. x 10" @ 16" O.C.	2xBLKG. MIN. 3xSTUDS MIN.	@ 8" O.C.
SW6	DBL.1/2"(C-D,C-C)	10d @ 3" O.C.	10d @ 12" O.C.	3xPL.	1/4" LAG BOLTS x5" @ 5" O.C. 3/4" A.B. x 10" @ 12" O.C.	2xBLKG. MIN. 3xSTUDS MIN.	@ 6" O.C.

NOTE: FOR DOUBLE SIDED PLYWOOD SHEAR WALLS, THE PANEL JOINTS ON BOTH FACES TO BE OFFSET TO FALL ON DIFFERENT STUDS TYPICAL.
1/2"(C-D,C-C) PLWD CAN BE SUBSTITUTED BY 7/16" OSB TYP. U.N.O..
FOR SW4, FRAMING AT PANEL EDGES TO BE 3xSTUD AND NAILS TO BE STAGGERED TYP.
WHERE LAG BOLTS TO BE USED, THE RIM JOIST OR JOIST BLOCKING TO BE MIN. 3x MEMBER TYP.

HOLDOWN SCHEDULE

MARK	HOLDOWN EACH END: TYPE	HOLDOWN EACH END: END STUD	HOLDOWN EACH END: ANCHOR BOLT	LOCATION
HDN1	MST37	(2)2xSTUDS MIN.	--	FLOOR TO FLOOR
HDN2	MST60	(2)2xSTUDS MIN.	--	FLOOR TO FLOOR
HDN3	DBL. MST60	(4)2xSTUDS MIN. or 6x6	--	FLOOR TO FLOOR
HDN4	HD12	(4)2xSTUDS MIN. or 6x6	--	FLOOR TO FLOOR
HDN5	HDU2/HDC5/HTT4 STHD10or10RJ	(2)2xSTUDS MIN.	SDS2.5/SSTB16	FOUNDATION
HDN6	HDU5/HD7/ STHD14or14RJ	(2)2xSTUDS MIN.	SDS2.5/SSTB24	FOUNDATION
HDN7	HDU8/HDQ8	(3)2xSTUDS MIN.	SDS2.5/SSTB28	FOUNDATION
HDN8	HDU11/HDQ8	(3)2xSTUDS MIN.	SDS2.5/SB1x30	FOUNDATION
HDN9	HDU14/HD12	(3)2xSTUDS MIN.	SDS2.5/SB1x30	FOUNDATION

NOTE: SAME SIZE EPOXY BOLTS CAN BE USED AS SUBSTITUTION OF SSTB'S.ANCHOR BOLTS TYP.
SEE SIMPSON'S FOR MIN. EMBEDED LENGTH.

LVL NAILING/BOLTING SCHEDULE:
ALL NAILS AND BOLTS ARE 2" FROM T&B

(2)1 3/4"x5 1/2"LVLS, (2)16d @ 12" O.C.
(2)1 3/4"x7 1/4"LVLS, (3)16d @ 12" O.C.
(2)1 3/4"x9 1/2"LVLS, (4)16d @ 6" O.C.
(2)1 3/4"x11 7/8"LVLS, (5)16d @ 6" O.C.
(2)1 3/4"x16"LVLS, (6)16d @ 6" O.C.
(2)1 3/4"x18"LVLS, (7)16d @ 6" O.C.

(3)1 3/4"x5 1/2"LVLS, (2)16d @ 12" O.C. E.S.
(3)1 3/4"x7 1/4"LVLS, (3)16d @ 12" O.C. E.S.
(3)1 3/4"x9 1/2"LVLS, (4)16d @ 6" O.C. E.S.
(3)1 3/4"x11 7/8"LVLS, (5)16d @ 6" O.C. E.S.
(3)1 3/4"x16"LVLS, (6)16d @ 6" O.C. E.S.
(3)1 3/4"x18"LVLS, (7)16d @ 6" O.C. E.S.

(4)1 3/4"x7 1/4"LVLS, (2)1/4"φ LAG BOLTS @ 24" O.C.
(4)1 3/4"x9 1/2"LVLS, (2)1/4"φ LAG BOLTS @ 16" O.C.
(4)1 3/4"x11 7/8"LVLS, (3)1/4"φ LAG BOLTS @ 12" O.C.
(4)1 3/4"x16"LVLS, (4)1/4"φ LAG BOLTS @ 16" O.C. E.S.
(4)1 3/4"x18"LVLS, (5)1/4"φ LAG BOLTS @ 12" O.C. E.S.

(5)1 3/4"x7 1/4"LVLS, (3)1/4"φ LAG BOLTS @ 32" O.C. E.S.
(5)1 3/4"x9 1/2"LVLS, (3)1/4"φ LAG BOLTS @ 24" O.C. E.S.
(5)1 3/4"x11 7/8"LVLS, (4)1/4"φ LAG BOLTS @ 16" O.C. E.S.
(5)1 3/4"x16"LVLS, (5)1/4"φ LAG BOLTS @ 16" O.C. E.S.
(5)1 3/4"x18"LVLS, (6)1/4"φ LAG BOLTS @ 12" O.C. E.S.

W INDICATES WINDOW OPENING REINFORCEMENT, SEE DETAIL 12/S1.3 TYP.

ALL DBL. 2x JOISTS ARE TO BE CONNECTED w/GLUE AND w/(5)16d @ 6" O.C.
ALL DBL. TJI JOISTS ARE TO BE CONNECTED w/STIFF. PL.+GLUE w/(5)16d @ 6" O.C.
ALL MICRO-LAM DBL. BEAMS ARE TO BE CONNECTED w/GLUE AND (5)16d @ 6" O.C.
ALL DBL. STUDS ARE TO BE CONNECTED WITH (2)10d @ 6" O.C. STAGGERED

ICC ESR APPROVAL NUMBERS
TJI JOISTS: ICC ESR-1153
MICROLAMS: ICC ESR-2015
PARALLAMS: ICC ESR-2015

WOOD STUD WALLS ARE TO BE 2x6 DF#2 GRADE STUDS @ 16" O.C. OR BETTER TYP. U.N.O.

WOOD STUD WALL SCHEDULE

TYPE \ HEIGHT \ MARK	2x4 DF#2 @ 16" O.C.	2x6 DF#2 @ 16" O.C.	2x6 DF#2 @ 12" O.C.	1 3/4x5 1/2 LVL@16"O.C.	1 3/4x5 1/2 LVL@12"O.C.	2x8DF#2 @16"O.C.	1 3/4x7 1/4 LVL@16"O.C.
NON-BEARING INTERIOR WALLS	16'-0"	24'-0"	--				
BEARING INTERIOR WALLS	12'-0"	20'-0"	--				
NON-BEARING EXTERIOR WALLS	10'-0"	16'-0"	18'-0"				
BEARING EXTERIOR WALLS	8'-0"	12'-0"	16'-0"	18'-0"	21'-0"	18'-0"	25'-0"

NOTES: 1. FOR THE CASE NOT FOUND HERE, INFORM ENG. FOR DESIGN.

DIAPHRAGM SHEATHING NAILS OR OTHER APPROVED SHEATHING CONNECTORS SHALL BE DRIVEN SO THAT THEIR HEAD OR CROWN IS FLUSH WITH THE SURFACE OF THE SHEATHING.

CEILING JOIST SCHEDULE

2x4 STUD GRADE @ 24"/16" O.C.	2x6 DF#2 GRADE @ 24"/16" O.C.	2x8 DF#2 GRADE @ 24"/16" O.C.	REMARKS
11'/12'	16'/18'	22'/24'	

NOTES: FOR THE CASE NOT FOUND HERE, INFORM ENG. FOR DESIGN.

EPOXY BOLTS CALLED OUT ON PLAN ARE SIMPSON "SET" FOR CMU APPLICATION (ICC ESR1772) & HILTI HIT RE 500-SD EPOXY BOLTS FOR CONC. APPLICATIONS (ICC ES ESR 2322).
THE INSTALLING REQUIREMENT FOR ANCHOR BOLTS AND/OR REBAR DOWELS ARE AS FOLLOWED:

DIAMETER/DRILL DIA./EMBED. DEPTH/EDGE DIST./SPACING DIST.				
1/2"	5/8"	4 1/4"	1 3/4"	6 3/8"
5/8"	3/4"	5"	1 3/4"	7 1/2"
3/4"	7/8"	6 3/4"	1 3/4"	10 1/8"

LICENSED STRUCTURAL ENGINEER
No. 260129
HUA SHEN
EXPIRATION DATE: 3/31/2023
STATE OF UTAH
12/6/2021

Shen Engineers,Inc.
Structural/Seismic Consultants
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BRACH DESIGN
architecture
357 S. 200 E., SALT LAKE CITY, UTAH-801.865.7648

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SUGARPLUMB TOWNHOUSE ADDITION & REMODEL
9699 BYPASS ROAD
ALTA, UTAH 84092

Date: 12/6/2021
Job #: SE21421
Revisions:

Sheet No:
S1.6

NOTES

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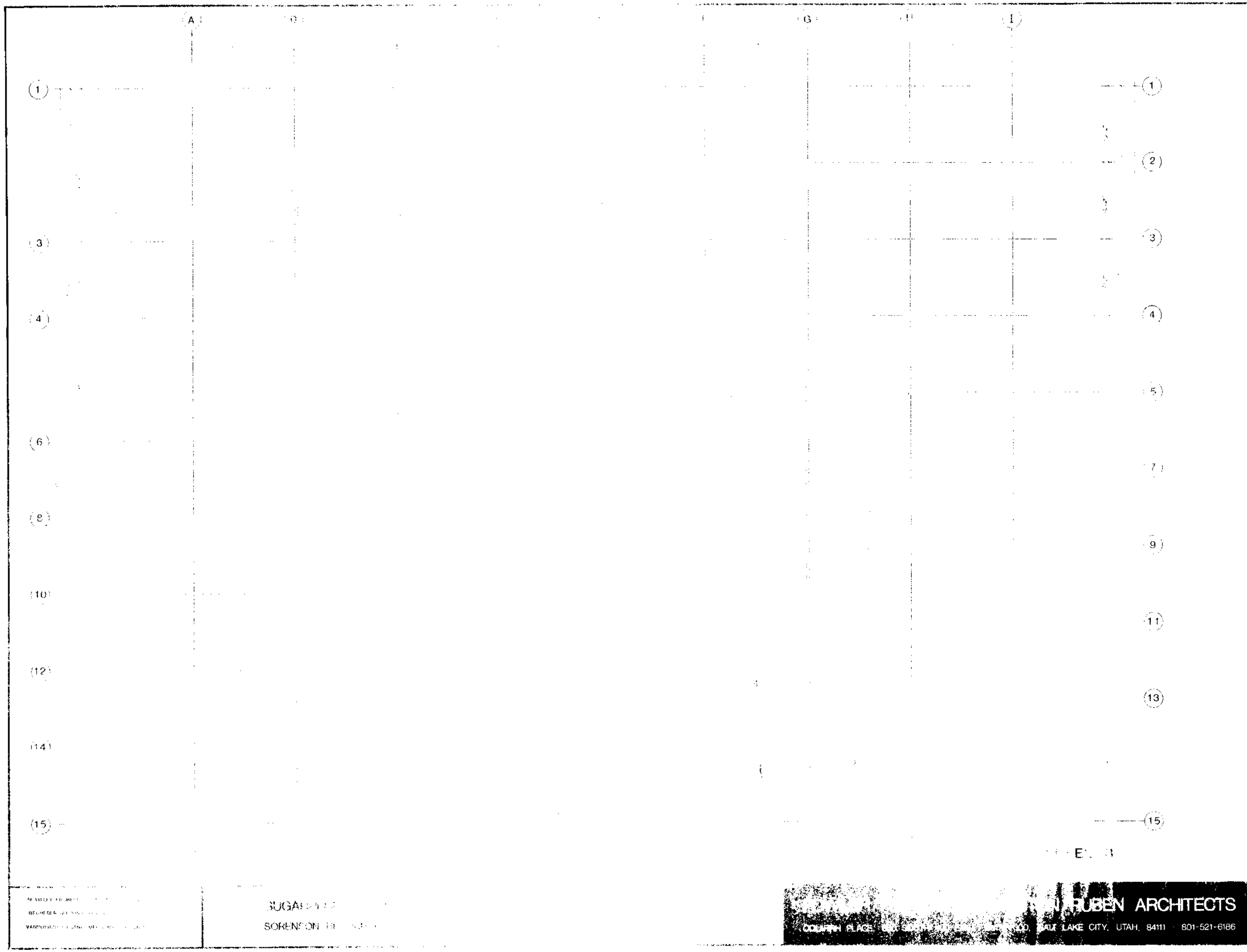
ALTON/RUBEN ARCHITECTS
SALT LAKE CITY, UTAH 84111 801-521-6066



NOTES

SUGA
SORENSON

RUBEN ARCHITECTS
COURTAIN PLACE, SALT LAKE CITY, UTAH, 84111 801-521-6186

03

NOTES

BEAVERS ENGINEERING
BECHERER NIELSON ELECTRICAL ENGINEERS
VANROEKEN & FRANK MECHANICAL ENGINEERS

SUGARPLUM
SORENSON RESOURCES

04

NOTES

SUGARI

SORENSON

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SUGARPLUM TOWN

SORENSON RESOURCES

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NOTES

(J)

(H)

NOTES

NOTES

POWER/FERGUSON/[illegible] ARCHITECTS

QUIRRH PLACE 350 SOUTH 400 EAST [illegible] 521-6186

11

NOTES

08

05

02

06

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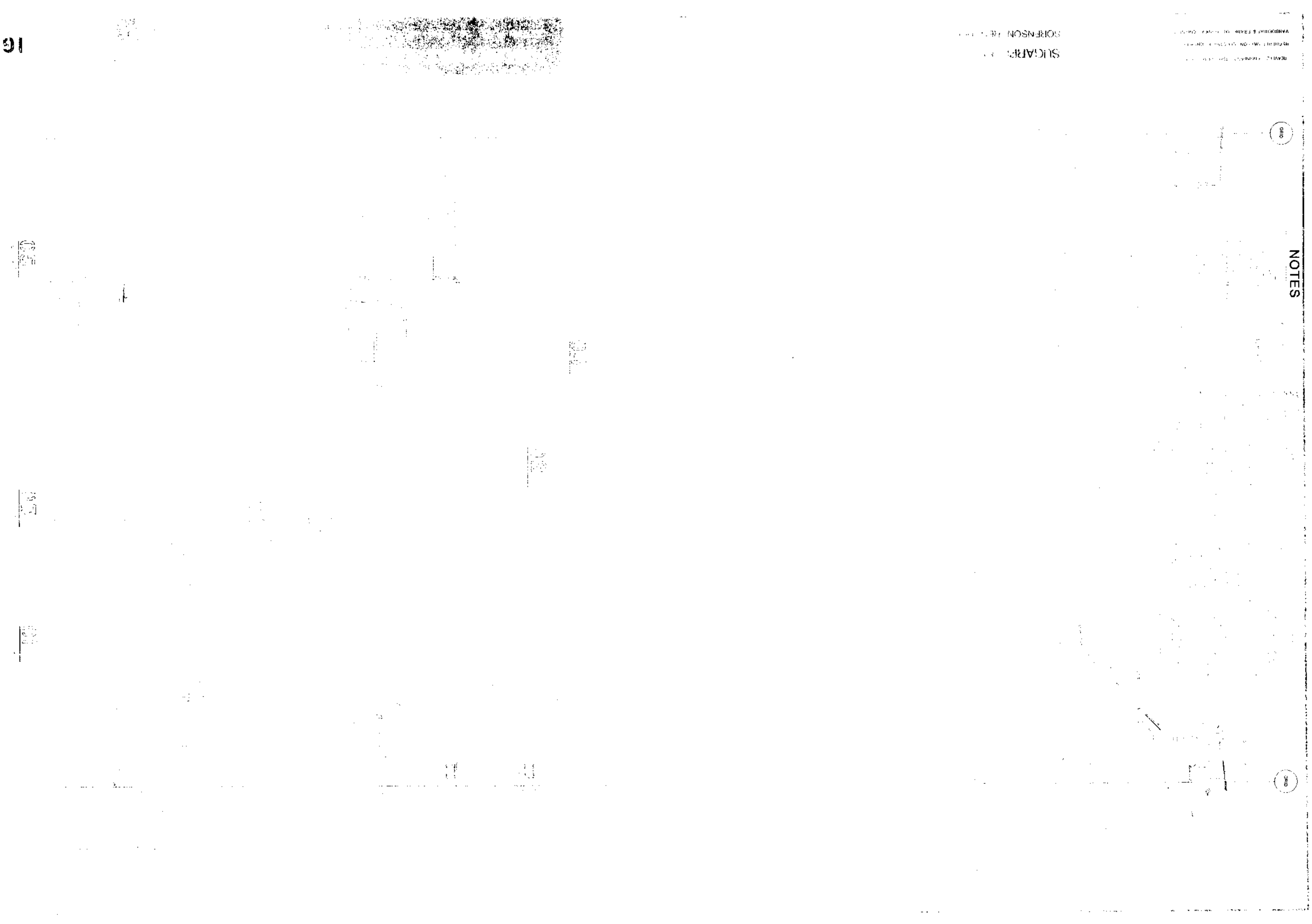

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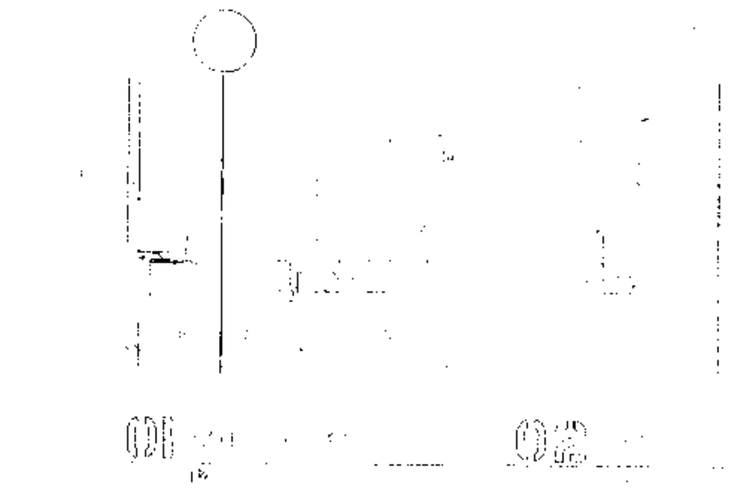

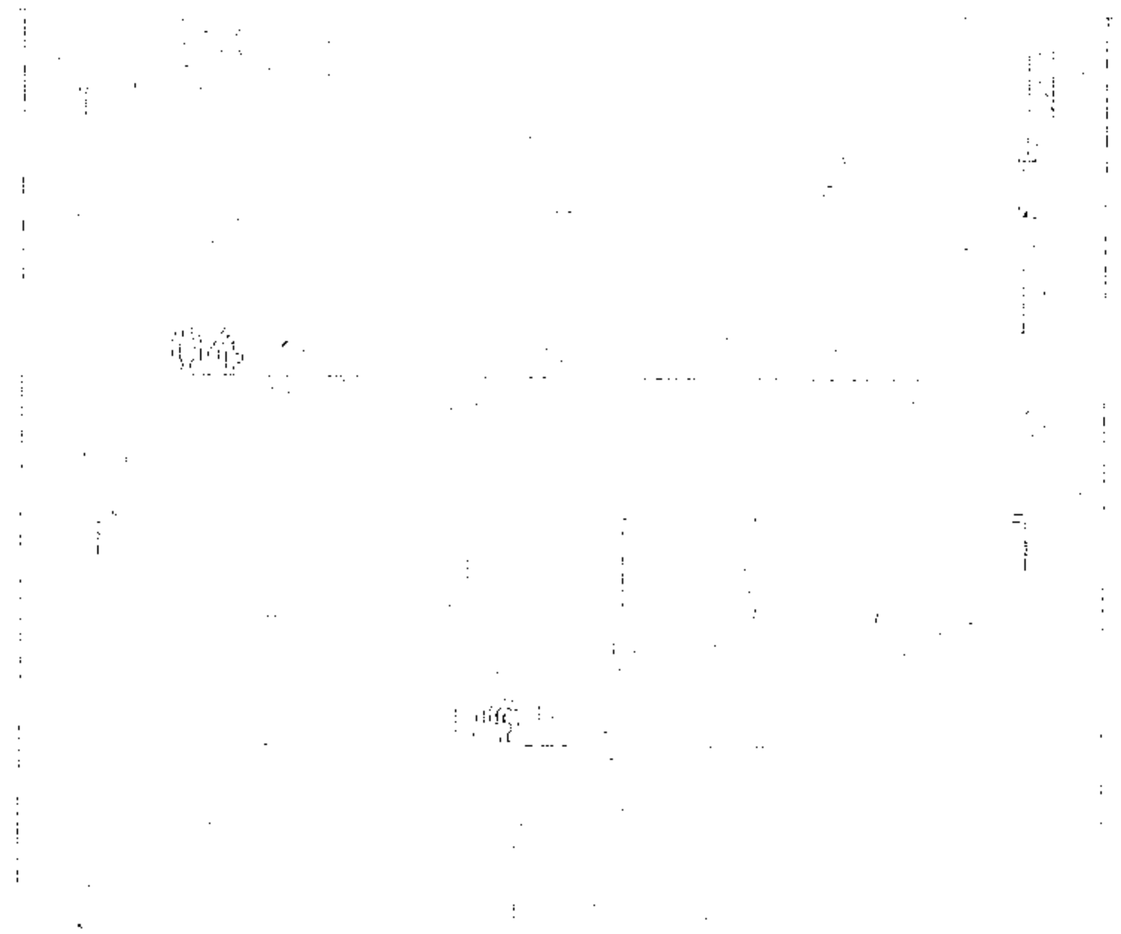

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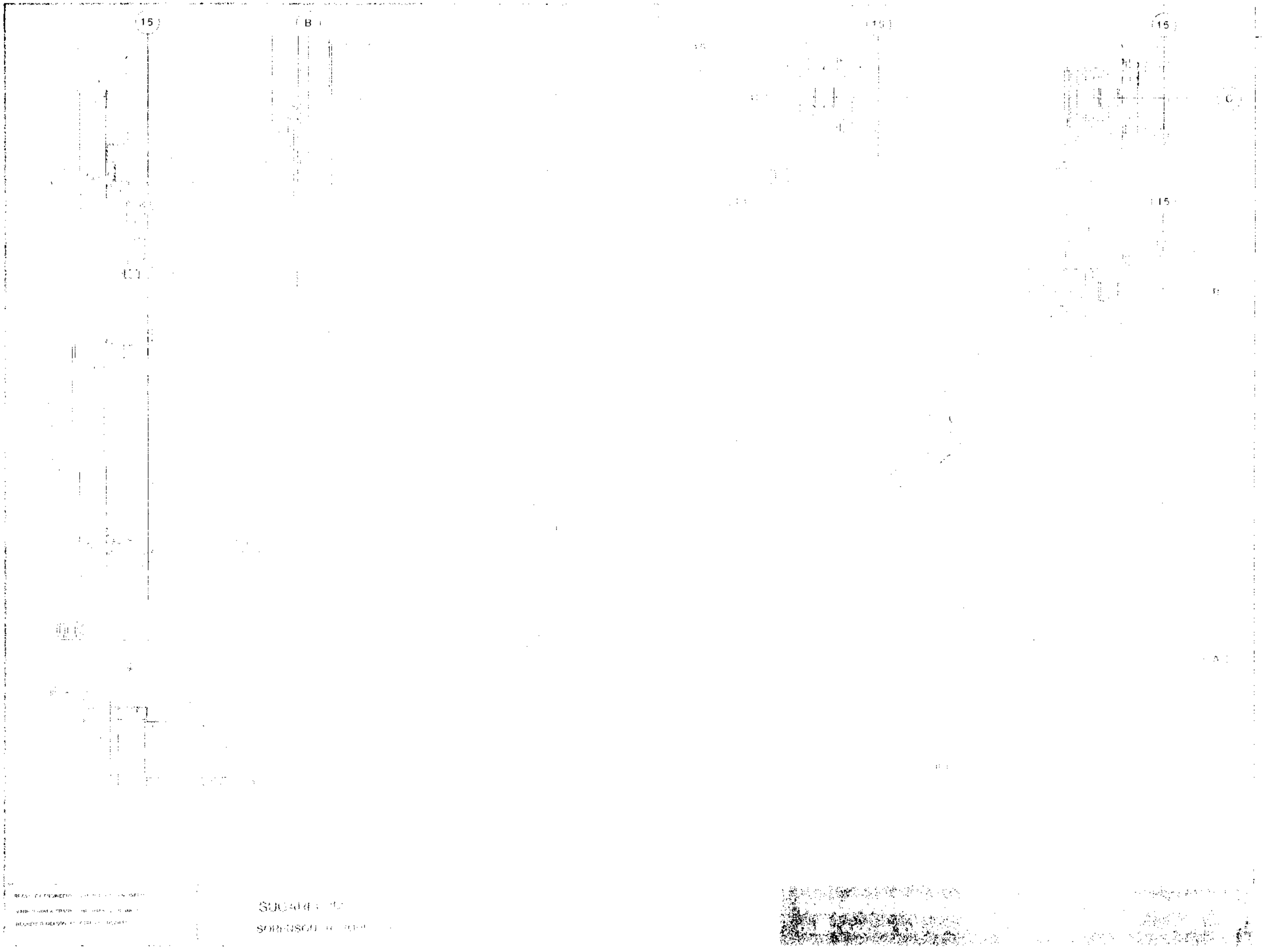
15
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NOTES

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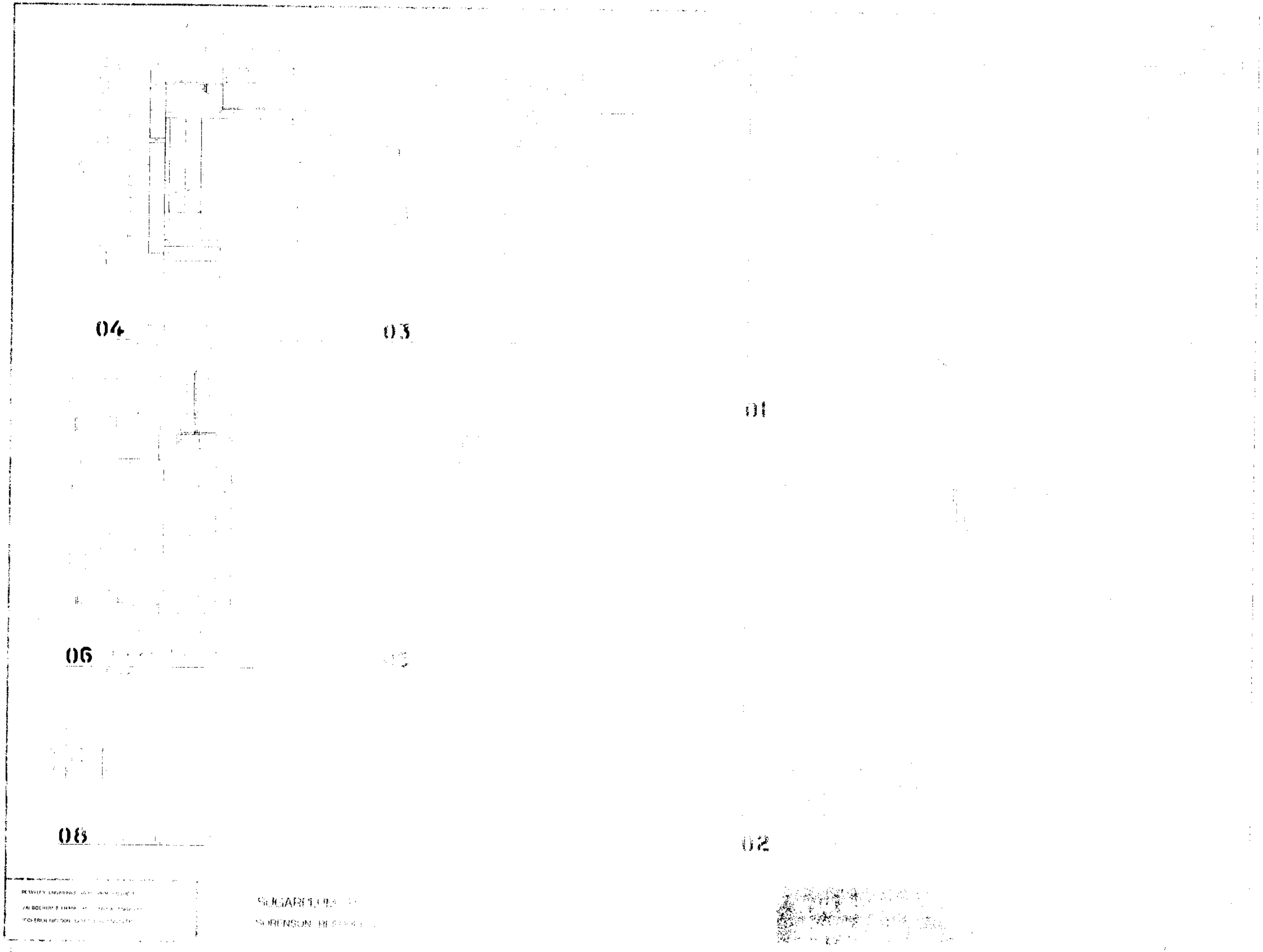
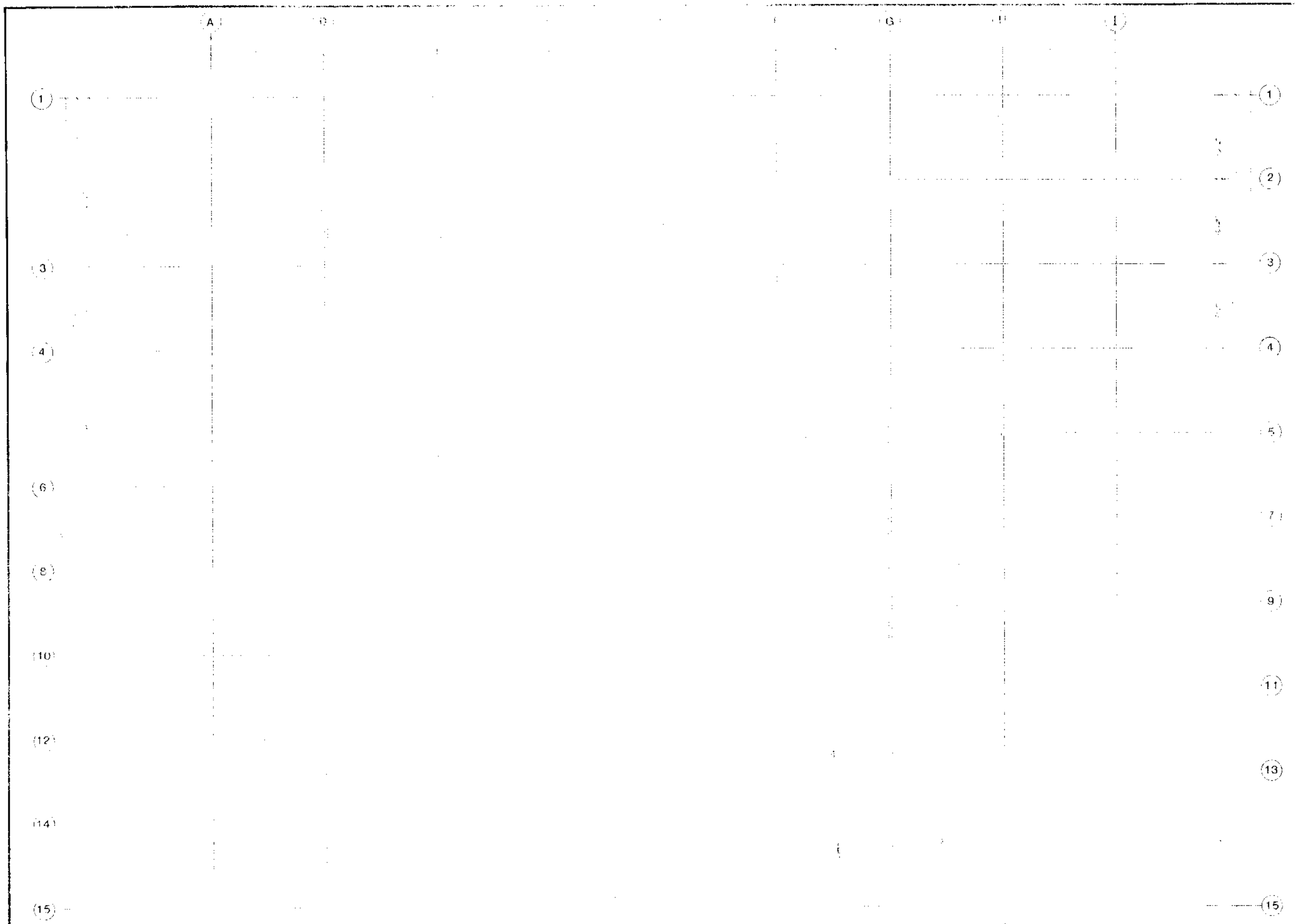


SUGARPLUM TOWNHOUSES

SORENSON RESOURCES



NOTES

SUGA[illegible]

SORENSON [illegible]

[illegible] RUBEN ARCHITECTS

COLUMBIA PLACE [illegible] ROAD, SALT LAKE CITY, UTAH, 84111 801-521-6186

03

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M
9699 East Bypass Road, Alta, UT, 84092

NORTH

SHEET INDEX:

1 - COVER SHEET
2 - BUILDING CROSS SECTION
3 - UNIT 1A
4 - UNIT 1B
5 - UNIT 2
6 - UNIT 3
7 - UNIT 4
8 - UNIT 5
9 - UNIT 6
10 - UNIT 6 - PROPOSED RENOVATIONS

AREA SUMMARY

TOTAL AREA - 42,054 SQ./FT.

LIMITED COMMON AREA
2,220 SQ./FT.

STRUCTURE - FOOTPRINT
10,985 SQ./FT.
(SEE PRIVATE AND LIMITED COMMON DETAIL ON SHEETS 2-10)

COMMON AREA
28,849 SQ./FT.

NOTES:

1. NO ORIGINAL PROPERTY CORNERS WERE FOUND DURING THE SURVEY.
2. THE RECORDED ACREAGE CALCULATION LISTED ON THE ORIGINAL PLAT AS 1.23 AC IS NOT CORRECT.
3. THE TOTAL ACREAGE FOR SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED IS 0.965 AC., HOWEVER THE ORIGINAL BOUNDARY METES AND BOUNDS HAVE NOT BEEN AMENDED.
4. THE ACREAGE OF LOT 2 ON SUGARPLUM PUD ENTRY NO. 3830327 IS 0.955 AC.
5. REFERENCE: SUGARPLUM TOWNHOUSES - FOWLER/FERGUSON/KINGSTON /RUBEN ARCHITECTS 1983

OWNER'S DEDICATION AND CONSENT TO RECORD:

THE UNDERSIGNED, MANAGEMENT COMMITTEE OF SUGARPLUM PHASE 1 CONDOMINIUMS ASSOCIATION OF UNIT OWNERS, HERE BY CERTIFY THAT THEY ARE, AND REPRESENT, THE FEE OWNERS OF THE REAL ESTATE DESCRIBED HEREON AND THAT THEY HAVE CAUSED THIS RECORD OF SURVEY MAP TO BE PREPARED AND DULY RECORDED AS SUGARPLUM PHASE 1 CONDOMINIUMS UNITS AMENDED PER THE UTAH CONDOMINUM OWNERSHIP ACT.

DATED THIS _____DAY OF _____,2023.

MANAGEMENT COMMITTEE OF
SUGARPLUM PHASE I CONDOMINIUMS ASSOCIATION OF UNIT OWNERS,
A UTAH NONPROFIT CORPORATION

BY: _____
DENNIS MCEVOY, MANAGEMENT COMMITTEE MEMBER

BY: _____
SCOTT PETERSON, MANAGEMENT COMMITTEE MEMBER

BY: _____
MICHAEL SCHMERTZLER, MANAGEMENT COMMITTEE MEMBER

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO AMEND THE ORIGNAL SUGARPLUM PHASE 1 CONDOMINIUM PLAT (RECORDED AS ENTRY #3862378) TO SHOW THE CURRENT PRIVATE, LIMITED COMMON, AND COMMON AREAS FOR THE EXISTING 7 UNIT CONDOMINIUM DEVELOPMENT. UNIT 6 IS HAS PREPARED CONSTRUCTION PLANS FOR A SMALL ENCLOSED ADDITION TO PROTECT THE PATIO AREA FROM DEEP SNOW ACCUMULATION AND SOME UNITS HAVE MADE SMALL IMPROVEMENTS TO LIMITED COMMON AND PRIVATE SPACES SINCE THE ORIGINAL CONSTRUCTION IN 1983.

PROFESSIONAL LAND SURVEYOR
No. 172483
JOHN R. BERRY
STATE OF UTAH

SURVEYOR'S CERTIFICATE:

I, JOHN R. BERRY, CERTIFY THAT THIS PLAT, AND THE SURVEY ON WHICH IT IS BASED, WAS DIRECTED BY ME. THE SURVEY AND FIELDWORK WERE COMPLETED AUGUST 30, 2023

_____ _____
JOHN R. BERRY, PE, PLS DATE

BASIS OF BEARING:

THE BASIS OF BEARING IS N 56°22'52" E 5,118.31 FEET FROM CORNER NO. 2 BLACKJACK LODE CLAIM M.S. #5288, A FOUND MONUMENT, AND THE SOUTH QUARTER CORNER OF SECTION 32, T.2 S., R.3E., SLB&M. A FOUND MONUMENT.

FOUND S¼ CC, S32, T2S, R3E, SLB
2.50" BRASS CAP
IN ROCK MOUND

AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

Sugarplum Phase 1 Condominiums, Lot 2 Sugarplum Planned Unit Development, situate in the SE1/4 of S6, T3S, R3E, SLB&M. The boundaries of said Sugarplum Condominiums Phase 1 Amended are described as follows:

Beginning at the northwesternmost corner of said Sugarplum Phase 1 Condominiums which is N71°42'58"E 113.55 feet and N2°56'10"W 274.83 feet and N56°00'00"E 165.00 feet from Corner No. 2 Blackjack Mining Lode Claim, Mineral Survey #5288, a found monument that bears S56°22'52"W 5,118.31 feet from the S1/4 CC of S32, T2S, R3E, SLB&M a found monument; and running thence S34°00'00"E 195.00 feet; thence S20°00'00"W 140.00 feet; thence S15°00'00"E 76.17 feet to the Alta Bypass Road Right of Way line and beginning of a non-tangent curve concave to the southeast with a radius of 483.00 feet; thence along said curve and Right of Way line 324.31 feet through a central angle of 38°28'17" with chord bearing N33°04'50 E 318.25 feet; thence N34°00'00"W 200.81 feet; thence S65°00'00"W 157.00 feet to the point of beginning. The above-described Sugarplum Condominiums Phase 1 Amended parcel contains 42,054 square feet or 0.965 acres more or less.

ACKNOWLEDGMENT:

COUNTY OF _____ , STATE OF UTAH.

THE WITHIN OWNER(S) DEDICATION WAS ACKNOWLEDGED BEFORE ME ON THIS _____

DAY OF _____2023, BY THE MANAGING COMMITTEE OF SUGARPLUM PHASE 1 CONDOMINIUMS ASSOCIATION OF UNIT OWNERS WHO DID AFFIRM PERSONALLY BEFORE ME THAT THEY ARE:

_____
DENNIS MCEVOY, MANAGEMENT COMMITTEE MEMBER

_____
SCOTT PETERSON, MANAGEMENT COMMITTEE MEMBER

_____
MICHAEL SCHMERTZLER, MANAGEMENT COMMITTEE MEMBER

WITNESS, THE HAND ON THIS _____ DAY OF _____ A.D. 20___.

SIGNED IN THE PRESENCE OF:

_____ _____

_____ _____

STATE OF)
) SS. _____
COUNTY OF) _____

ON THE DATE FIRST ABOVE WRITTEN PERSONALLY APPEARED BEFORE ME, _____ WHO, BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THAT HE SIGNED THE WITHIN AND FOREGOING INSTRUMENT IN ACCORDANCE WITH THE AUTHORITY AS TRUSTEE GIVEN UNDER THE INSTRUMENT CREATING SAID TRUST, AND THAT AS TRUSTEE HE EXECUTED THE SAME.

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, _____ HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY ITS PROPER OFFICERS THEREUNTO DULY AUTHORIZED, THIS _____ DAY OF _____, A.D. 20____.

STATE OF)
) SS. _____ LIMITED LIABILITY COMPANY
COUNTY OF) BY _____
MANAGER

ON THE DATE FIRST ABOVE WRITTEN PERSONALLY APPEARED BEFORE ME, _____, WHO, BEING BY ME DULY SWORN, SAYS THAT HE IS THE MANAGER OF _____, A LIMITED LIABILITY COMPANY, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID COMPANY BY AUTHORITY OF ITS ARTICLES OF ORGANIZATION, AND SAID _____ ACKNOWLEDGED TO ME THAT SAID COMPANY EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL STAMP THE DATE IN THIS CERTIFICATE FIRST ABOVE WRITTEN:

_____
NOTARY PUBLIC (NOTARIZED SEAL)

0' 30' 60' 90'
GRAPHIC SCALE

LEGEND:

PROPERTY LINE
SECTION TIE LINE
BASIS OF BEARING LINE
MINING SURVEY CORNER
PROP COR. TO BE SET R&C ROCKHILL

PLANNING AND ZONING COMMISSION	ALTA TOWN ENGINEER	ALTA TOWN APPROVAL PRESENTED TO THE ALTA TOWN COUNCIL	RECORDED # _____
APPROVED AS TO FORM THIS _____ DAY OF _____, A.D., 20_____	APPROVED AS TO FORM THIS _____ DAY OF _____, A.D., 20_____	THIS _____ DAY OF _____, A.D., 20____ AT WHICH TIME THIS AMENDMENT WAS APPROVED AND ACCEPTED	STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____ DATE: _____ TIME:_____ BOOK: _____ PAGE:_____
CHAIRMAN, ALTA TOWN ZONING COMMISSION	ALTA TOWN ENGINEER	ATTEST: MAYOR	FEE $ SALT LAKE COUNTY RECORDER

NO.	DATE	ISSUE OF RECORD
0	230911	TRANSMITTED FOR TOWN OF ALTA PLANNING COMMISSION
1		
2		

DRAWN BY SJ
CHECKED JRB

Rockhill LLC
PROFESSIONAL LAND SURVEYING
898 E. RIPARIAN DRIVE, DRAPER, UT, 84020
801-706-5658

9/12/23

APPROVED JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR DATE:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

SUGARPLUM TOWNHOUSES
CONDITITLE SHEET

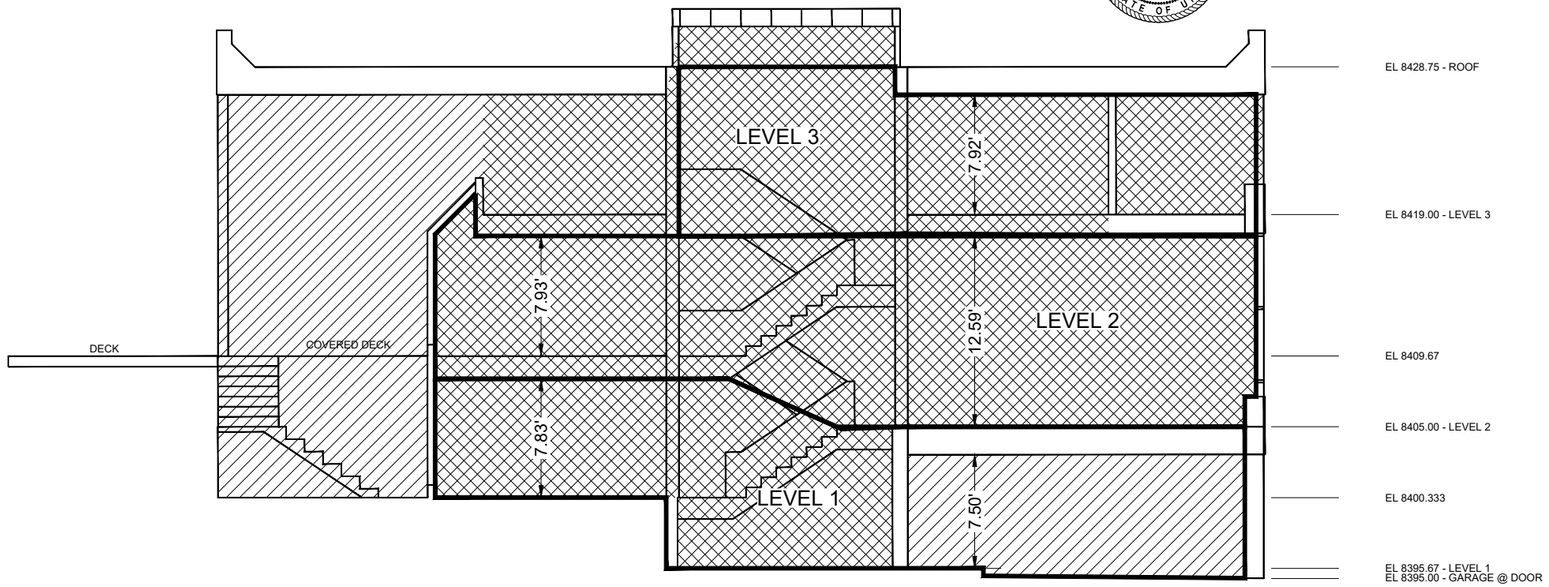
PROJECT
PROJECT NUMBER R230621
H:Z SCALE = 1" = 30' ON 24"X36" SHEET (1" = 60' 11"X17")

SHEET NO. 1

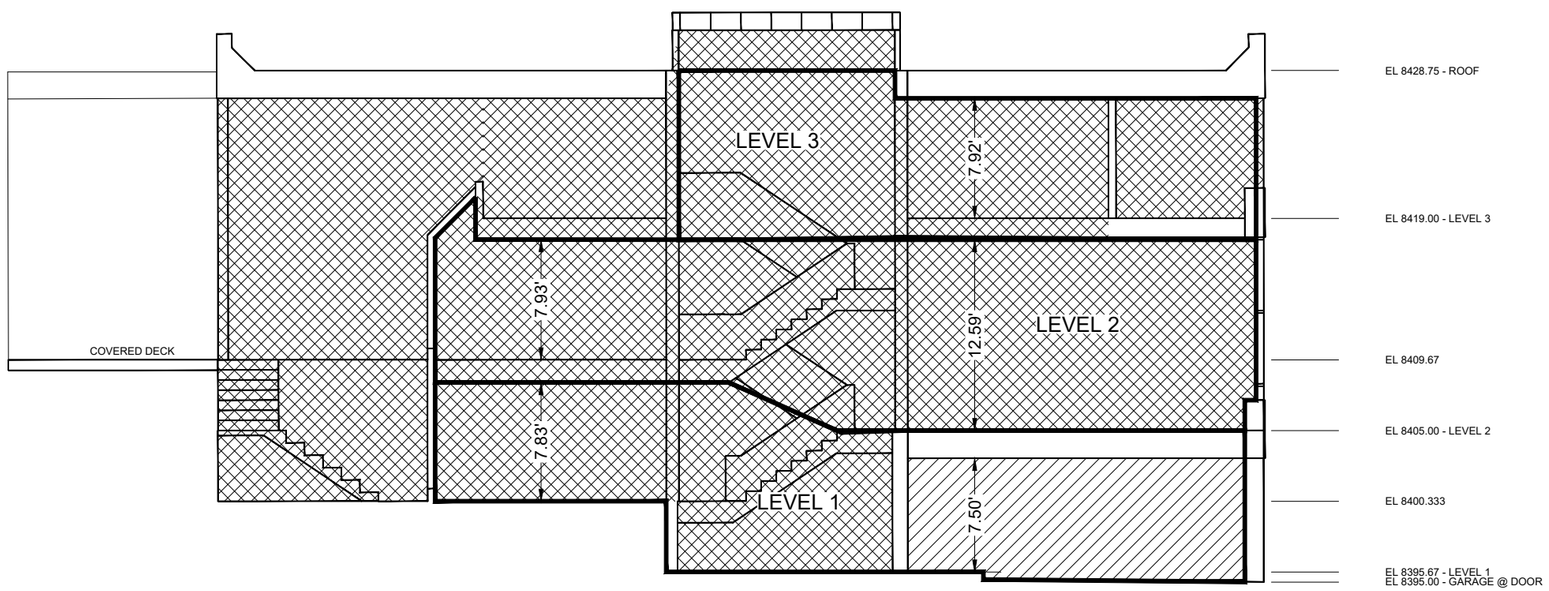
SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M

PROFESSIONAL LAND SURVEYOR
No. 172483
JOHN R. BERRY
STATE OF UTAH



CROSS SECTION OF UNIT 6 - EXISTING



CROSS SECTION OF UNIT 6 - PROPOSED

LIMITED COMMON AREA

PRIVATE OWNERSHIP AREA

0' 5' 10' 20'

GRAPHIC SCALE

NOTE:
SEE UNIT SHEET FOR SPECIFIC LIMITED COMMON AND PRIVATE OWNERSHIP

NO.	DATE	ISSUE OF RECORD
0	230911	TRANSMITTED FOR TOWN OF ALTA PLANNING COMMISSION
1		
2		

DRAWN BY SJ
CHECKED JRB

Rockhill LLC
898 E. RIPARIAN DRIVE, DRAPER, UT, 84020
801-706-5658

APPROVED JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR DATE: 9/12/23

PROJECT SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

PROJECT NUMBER R230621

SUGARPLUM TOWNHOUSES CROSS SECTION

HZ SCALE = 1" = 5' ON 24"X36" SHEET (1" = 10' 11"X17")

SHEET NO. 2

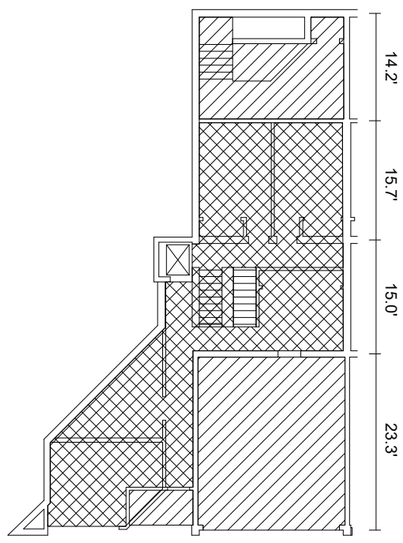
SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M

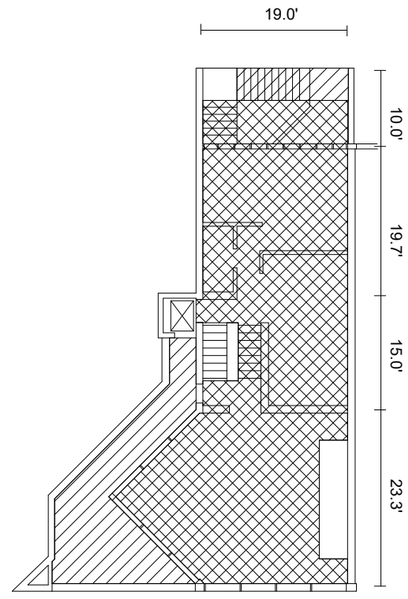
AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - UNIT 1A

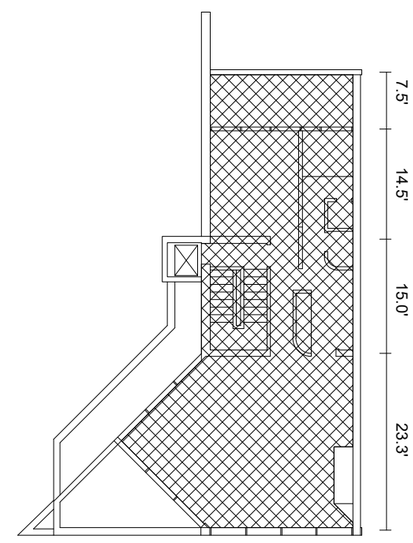
Unit 1, Lot 2 Sugarplum Planned Unit Development, Sugarplum Condominiums Phase 1 Amended recorded as Entry _____ in Salt Lake County Recorder's Office, situate in the Town of Alta, Salt Lake County, in the SE1/4 of S6, T3S, R3E, SLB&M.



UNIT 1A - LEVEL ONE
PRIVATE OWNERSHIP - 914.61 SQ./FT.
LIMITED COMMON - 700.72 SQ./FT.



UNIT 1A - LEVEL TWO
PRIVATE OWNERSHIP - 1,265.92 SQ./FT.
LIMITED COMMON - 328.87 SQ./FT.



UNIT 1A - LEVEL THREE
PRIVATE OWNERSHIP - 1,258.83 SQ./FT.
LIMITED COMMON - 0.00

UNIT 1A - OVERALL
PRIVATE OWNERSHIP - 3,439.36 SQ./FT.
LIMITED COMMON - 1,029.59 SQ./FT.

AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - UNIT 1A

Unit 1A of Sugarplum Phase 1 Condominiums Amended as recorded in the Office of the Salt Lake County Recorder, situate in the Town of Alta, Salt Lake County, in the SE1/4 of S6, T3S, R3E, SLB&M.

NO.	DATE	ISSUE OF RECORD
0	230911	TRANSMITTED FOR TOWN OF ALTA PLANNING COMMISSION
1		
2		

Rockhill LLC
898 E. RIPARIAN DRIVE, DRAPER, UT, 84020
801-706-5658

DRAWN BY SJ
CHECKED JRB

APPROVED JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR DATE: 9/12/23

PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

PROJECT NUMBER: R230621
SUGARPLUM TOWNHOUSES COND: UNIT 1A

HZ SCALE = 1" = 10' ON 24"X36" SHEET (1" = 20' 11"X17")

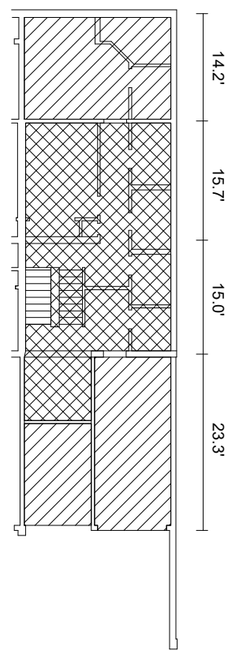
SHEET NO. 3

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

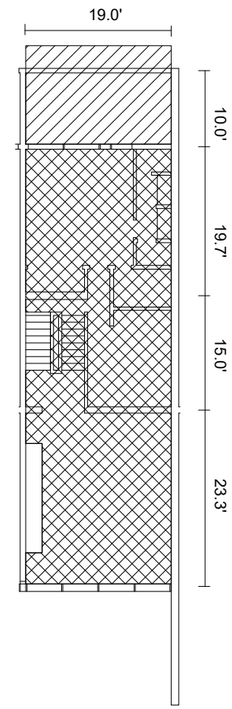
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M

NORTH

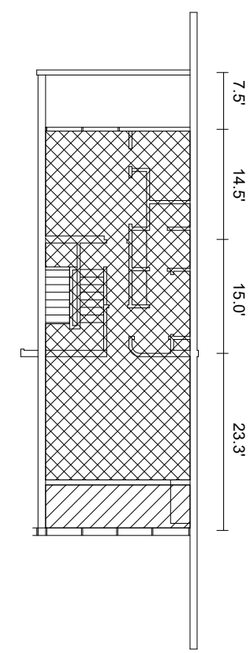
PROFESSIONAL LAND SURVEYOR
No. 172483
JOHN R.
BERRY
STATE OF UTAH



UNIT 1B - LEVEL ONE
PRIVATE OWNERSHIP - 632.65 SQ./FT.
LIMITED COMMON - 607.47 SQ./FT.



UNIT 1B - LEVEL TWO
PRIVATE OWNERSHIP - 1,042.74 SQ./FT.
LIMITED COMMON - 249.17 SQ./FT.



UNIT 1B - LEVEL THREE
PRIVATE OWNERSHIP - 854.08 SQ./FT.
LIMITED COMMON - 108.14 SQ./FT.

UNIT 1B - OVERALL
PRIVATE OWNERSHIP - 2,529.47 SQ./FT.

AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - UNIT 1B

Unit 1B of Sugarplum Phase 1 Condominiums Amended as recorded in the Office of the Salt Lake County Recorder, situate in the Town of Alta, Salt Lake County, in the SE1/4 of S6, T3S, R3E, SLB&M.

LIMITED COMMON AREA

PRIVATE OWNERSHIP AREA

0' 10' 20' 30'

GRAPHIC SCALE

NO.	DATE	ISSUE OF RECORD
0	230911	TRANSMITTED FOR TOWN OF ALTA PLANNING COMMISSION
1		
2		

DRAWN BY SJ
CHECKED JRB

Rockhill LLC
PROFESSIONAL ENGINEERS & LAND SURVEYORS
898 E. RIPARIAN DRIVE, DRAPER, UT. 84020
801-706-9558

PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

APPROVED JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR DATE: 9/12/23

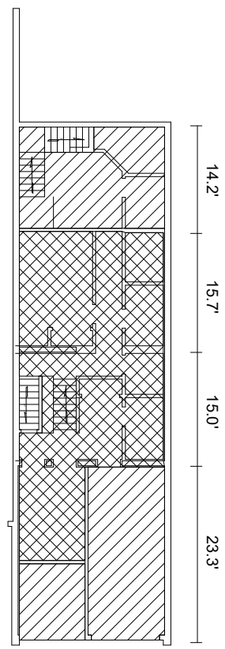
PROJECT NUMBER R230621
SUGARPLUM TOWNHOUSES COND. UNIT 1B

HZ SCALE = 1" = 10' ON 24"X36" SHEET (1" = 20' 11"X17")

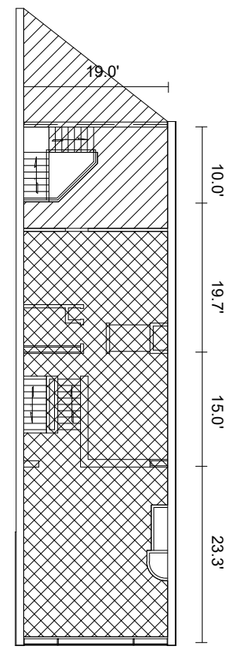
SHEET NO. 4

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

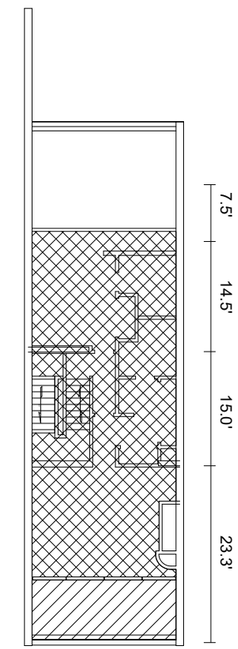
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M



UNIT 2 - LEVEL ONE
PRIVATE OWNERSHIP - 674.34 SQ./FT.
LIMITED COMMON - 550.64 SQ./FT.



UNIT 2 - LEVEL TWO
PRIVATE OWNERSHIP - 971.35 SQ./FT.
LIMITED COMMON - 347.83 SQ./FT.



UNIT 2 - LEVEL THREE
PRIVATE OWNERSHIP - 823.19 SQ./FT.
LIMITED COMMON - 150.42 SQ./FT.

UNIT 2 - OVERALL
PRIVATE OWNERSHIP - 2,647.61 SQ./FT.
LIMITED COMMON - 1,048.89 SQ./FT.

AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - UNIT 2

Unit 2 of Sugarplum Phase 1 Condominiums Amended as recorded in the Office of the Salt Lake County Recorder, situate in the Town of Alta, Salt Lake County, in the SE1/4 of S6, T3S, R3E, SLB&M.

LIMITED COMMON AREA

PRIVATE OWNERSHIP AREA

GRAPHIC SCALE

NO.	DATE	ISSUE OF RECORD
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1		
2		

Rockhill LLC
PLANNING & ENGINEERING
898 E. RIPARIAN DRIVE, DRAPER, UT, 84020
801-706-5658

DRAWN BY SJ
CHECKED JRB

APPROVED JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR DATE: 9/12/23

PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

PROJECT NUMBER: R230621
SUGARPLUM TOWNHOUSES COND UNIT 2

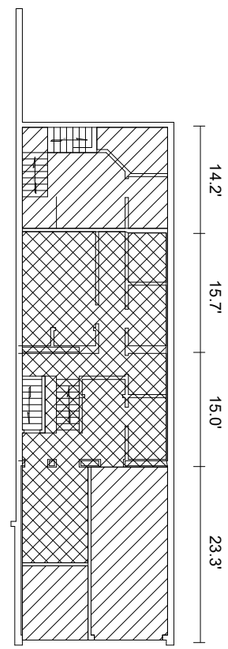
HZ SCALE = 1" = 10' ON 24"X36" SHEET (1" = 20' 11"X17")

SHEET NO. 5

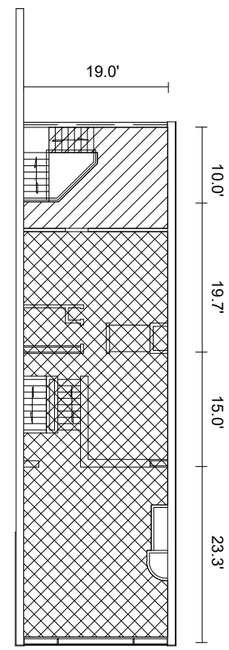
SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M

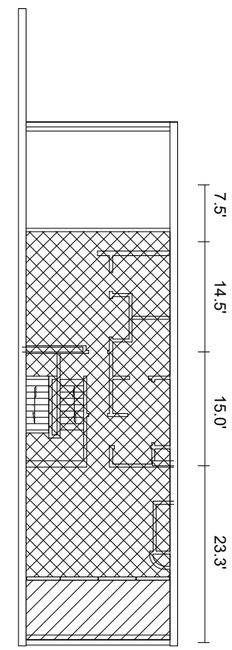
PROFESSIONAL LAND SURVEYOR
No. 172483
JOHN R. BERRY
STATE OF UTAH



UNIT 3 - LEVEL ONE
PRIVATE OWNERSHIP - 646.65 SQ./FT.
LIMITED COMMON - 548.33 SQ./FT.



UNIT 3 - LEVEL TWO
PRIVATE OWNERSHIP - 971.34 SQ./FT.
LIMITED COMMON - 191.88 SQ./FT.



UNIT 3 - LEVEL THREE
PRIVATE OWNERSHIP - 843.59 SQ./FT.
LIMITED COMMON - 150.42 SQ./FT.

UNIT 3 - OVERALL
PRIVATE OWNERSHIP - 2,649.91 SQ./FT.
LIMITED COMMON - 890.63 SQ./FT.

AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - UNIT 3

Unit 3 of Sugarplum Phase 1 Condominiums Amended as recorded in the Office of the Salt Lake County Recorder, situate in the Town of Alta, Salt Lake County, in the SE1/4 of S6, T3S, R3E, SLB&M.

LIMITED COMMON AREA

PRIVATE OWNERSHIP AREA

0' 10' 20' 30'

GRAPHIC SCALE

NO.	DATE	ISSUE OF RECORD
0	230911	TRANSMITTED FOR TOWN OF ALTA PLANNING COMMISSION
1		
2		

Rockhill LLC
PROFESSIONAL ENGINEERS
898 E. RIPARIAN DRIVE, DRAPER, UT, 84020
801-706-5658

DRAWN BY SJ
CHECKED JRB

PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

PROJECT NUMBER: R230621

SUGARPLUM TOWNHOUSES COND UNIT 3

APPROVED JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR DATE: 9/12/23

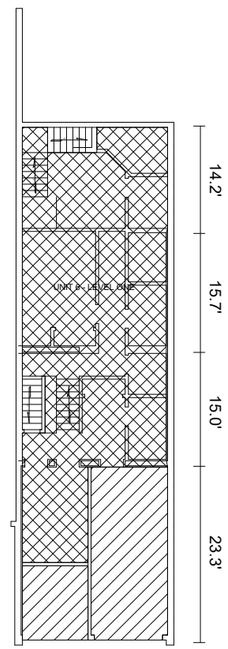
HZ SCALE = 1" = 10' ON 24"X36" SHEET (1" = 20' 11"X17")

SHEET NO. 6

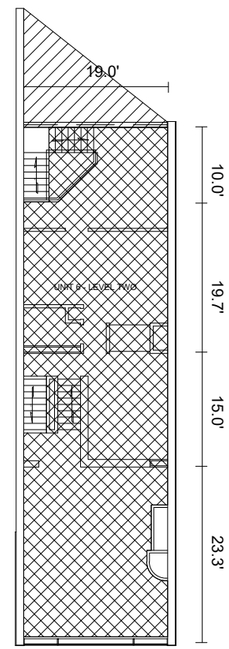
SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M

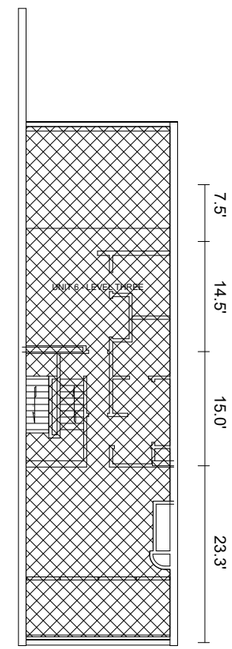
PROFESSIONAL LAND SURVEYOR
No. 172483
JOHN R.
BERRY
STATE OF UTAH



UNIT 4 - LEVEL ONE
PRIVATE OWNERSHIP - 919.36 SQ./FT.
LIMITED COMMON - 314.45 SQ./FT.



UNIT 4 - LEVEL TWO
PRIVATE OWNERSHIP - 1,199.82 SQ./FT.
LIMITED COMMON - 155.17 SQ./FT.



UNIT 4 - LEVEL THREE
PRIVATE OWNERSHIP - 1,236.43 SQ./FT.
LIMITED COMMON - 0.00 SQ./FT.

UNIT 4 - OVERALL
PRIVATE OWNERSHIP - 3,388.38 SQ./FT.
LIMITED COMMON - 469.62 SQ./FT.

AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - UNIT 4

Unit 4 of Sugarplum Phase 1 Condominiums Amended as recorded in the Office of the Salt Lake County Recorder, situate in the Town of Alta, Salt Lake County, in the SE1/4 of S6, T3S, R3E, SLB&M.

LIMITED COMMON AREA

PRIVATE OWNERSHIP AREA

0' 10' 20' 30'

GRAPHIC SCALE

NO.	DATE	ISSUE OF RECORD
0	230911	TRANSMITTED FOR TOWN OF ALTA PLANNING COMMISSION
1		
2		

Rockhill LLC
898 E. RIPARIAN DRIVE, DRAPER, UT, 84020
801-706-5658

DRAWN BY SJ
CHECKED JRB

APPROVED JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR DATE: 9/12/23

PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

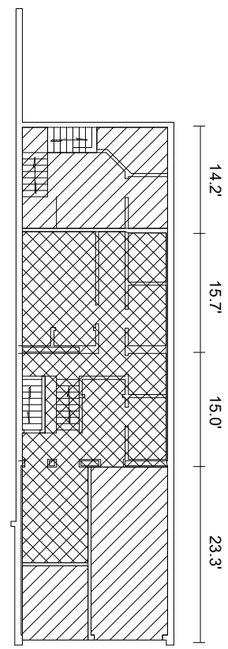
PROJECT NUMBER: R230621
SUGARPLUM TOWNHOUSES COND UNIT 4

HZ SCALE = 1" = 10' ON 24"X36" SHEET (1" = 20' 11"X17")

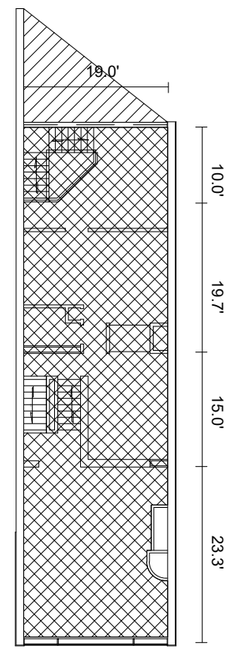
SHEET NO. 7

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

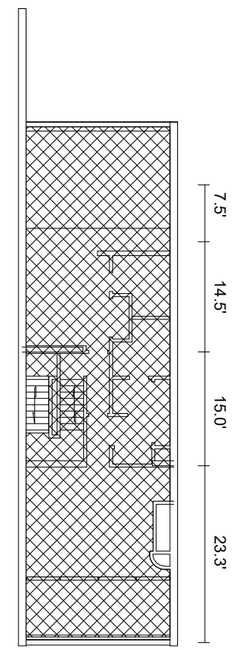
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M



UNIT 5 - LEVEL ONE
PRIVATE OWNERSHIP - 676.65 SQ./FT.
LIMITED COMMON - 548.32 SQ./FT.



UNIT 5 - LEVEL TWO
PRIVATE OWNERSHIP - 1,232.59 SQ./FT.
LIMITED COMMON - 142.50 SQ./FT.



UNIT 5 - LEVEL THREE
PRIVATE OWNERSHIP - 1,236.43 SQ./FT.
LIMITED COMMON - 0.00 SQ./FT.

UNIT 5 - OVERALL
PRIVATE OWNERSHIP - 2,884.43 SQ./FT.
LIMITED COMMON - 690.82 SQ./FT.

AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - UNIT 5

Unit 5 of Sugarplum Phase 1 Condominiums Amended as recorded in the Office of the Salt Lake County Recorder, situate in the Town of Alta, Salt Lake County, in the SE1/4 of S6, T3S, R3E, SLB&M.

NO.	DATE	ISSUE OF RECORD
0	230911	TRANSMITTED FOR TOWN OF ALTA PLANNING COMMISSION
1		
2		

Rockhill LLC
898 E. RIPARIAN DRIVE, DRAPER, UT, 84020
801-706-5658

DRAWN BY SJ
CHECKED JRB

APPROVED JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR DATE: 9/12/23

PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

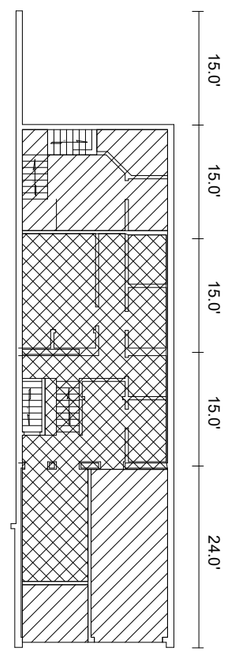
PROJECT NUMBER: R230621
SUGARPLUM TOWNHOUSES COND UNIT 5

HZ SCALE = 1" = 10' ON 24"X36" SHEET (1" = 20' 11"X17")

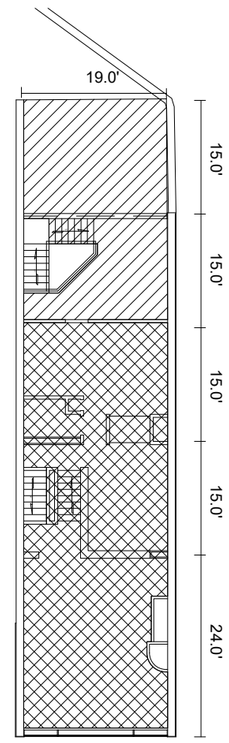
SHEET NO. 8

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

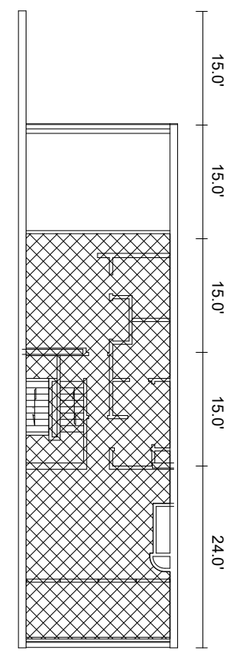
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M



UNIT 6 - LEVEL ONE
PRIVATE OWNERSHIP - 695.72 SQ./FT.
LIMITED COMMON - 529.26 SQ./FT.



UNIT 6 - LEVEL TWO
PRIVATE OWNERSHIP - 971.35 SQ./FT.
LIMITED COMMON - 347.83 SQ./FT.



UNIT 6 - LEVEL THREE
PRIVATE OWNERSHIP - 973.61 SQ./FT.
LIMITED COMMON - 0.00 SQ./FT.

UNIT 6 - OVERALL
PRIVATE OWNERSHIP - 2,640.68 SQ./FT.
LIMITED COMMON - 1,018.80 SQ./FT.

AS-SURVEYED LEGAL DESCRIPTION:

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - UNIT 6

Unit 6 of Sugarplum Phase 1 Condominiums Amended as recorded in the Office of the Salt Lake County Recorder, situate in the Town of Alta, Salt Lake County, in the SE1/4 of S6, T3S, R3E, SLB&M.

LIMITED COMMON AREA

PRIVATE OWNERSHIP AREA

NO.	DATE	ISSUE OF RECORD
0	230911	TRANSMITTED FOR TOWN OF ALTA PLANNING COMMISSION
1		
2		

Rockhill LLC
898 E. RIPARIAN DRIVE, DRAPER, UT, 84020
801-706-5658

DRAWN BY SJ
CHECKED JRB

APPROVED JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR DATE: 9/12/23

PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

PROJECT NUMBER: R230621
SUGARPLUM TOWNHOUSES COND UNIT 6

HZ SCALE = 1" = 10' ON 24"X36" SHEET (1" = 20' 11"X17")

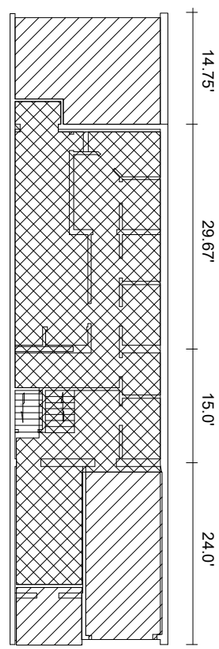
SHEET NO. 9

SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED

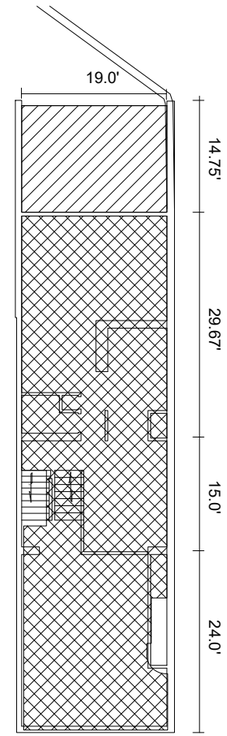
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, T. 3 S., R. 3 E., SLB&M

NORTH

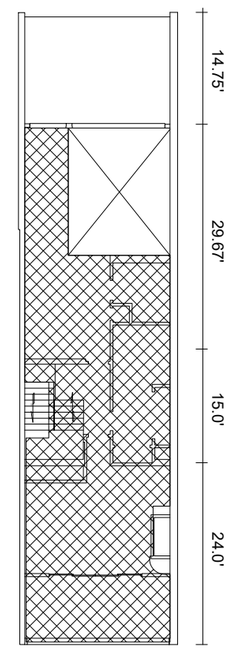
PROFESSIONAL LAND SURVEYOR
No. 172483
JOHN R.
BERRY
STATE OF UTAH



UNIT 6 - LEVEL ONE
PROPOSED RENOVATIONS
PRIVATE OWNERSHIP - 991.44 SQ./FT.
LIMITED COMMON - 536.23 SQ./FT.



UNIT 6 - LEVEL TWO
PROPOSED RENOVATIONS
PRIVATE OWNERSHIP - 1,247.92 SQ./FT.
LIMITED COMMON - 269.60 SQ./FT.



UNIT 6 - LEVEL THREE
PROPOSED RENOVATIONS
PRIVATE OWNERSHIP - 1,025.96 SQ./FT.
LIMITED COMMON - 0.00 SQ./FT.

UNIT 6 - OVERALL
PROPOSED RENOVATIONS
PRIVATE OWNERSHIP - 3,265.32 SQ./FT.
LIMITED COMMON - 805.83 SQ./FT.

LIMITED COMMON AREA

PRIVATE OWNERSHIP AREA

0' 10' 20' 30'
GRAPHIC SCALE

NO.	DATE	ISSUE OF RECORD
0	230911	TRANSMITTED FOR TOWN OF ALTA PLANNING COMMISSION
1		
2		

DRAWN BY SJ
CHECKED JRB

Rockhill LLC
898 E. RIPARIAN DRIVE, DRAPER, UT. 84020
801-706-5658

PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED - CONDOMINIUM PLAT
LOCATED IN THE SE 1/4, S6, T3S, R3E, SLB&M, SLCo, UTAH

APPROVED JOHN R. BERRY, PE, PLS
PROFESSIONAL ENGINEER & LAND SURVEYOR DATE: 9/12/23

PROJECT NUMBER R230621
SUGARPLUM TOWNHOUSES
UNIT 6 - PROPOSED RENOVATION

HZ SCALE = 1" = 10' ON 24"X36" SHEET (1" = 20' 11"X17")

SHEET NO. 10

Recording requested by and
when recorded please return to:

Segall & Banko
Natalie C. Segall, Esq.
4571 Hidden Cove Road
Park City, Utah 84098

Mail Tax Notices to Association's Address:

Sugarplum Phase I Condominiums
Association of Unit Owners
c/o Canyon Services
Box 920025
Snowbird, Utah 841092

Parcel Nos.	*SPACE ABOVE FOR RECORDER'S USE ONLY*
30-06-404-001-0000 30-06-404-008-0000 30-06-404-009-0000 30-06-404-003-0000 30-06-404-004-0000 30-06-404-005-0000 30-06-404-006-0000 30-06-404-007-0000	

FOURTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF THE SUGARPLUM PHASE I CONDOMINIUMS

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF THE SUGARPLUM PHASE I CONDOMINIUMS (this "Amendment") is executed this ___ day of _____, 2023, by the undersigned members of the Management Committee of Sugarplum Phase I Condominiums Association of Unit Owners, a Utah nonprofit corporation.

RECITALS

A. That certain Amended and Restated Declaration of Condominium of the Sugarplum Phase I Condominiums (the "Declaration") was recorded on January 23, 2004 in the office of the Salt Lake County Recorder (the "Records"), as Entry No. 3895871, in Book 5525, at Pages 781-820, as amended, together with a Record of Survey Map (the "Map"), thereby creating Sugarplum Phase I Condominiums (the "Project") within the Sugarplum Planned Unit Development located in the Town of Alta, Salt Lake City, Utah (as the same is defined in the Declaration).

B. The Declaration was amended by that certain Unanimous Consent to and Second Amendment to Declaration of Condominium of the Sugarplum Phase I Condominiums, which was

recorded on March 15, 1995, in the office of the Salt Lake County Recorder, as Entry No. 6040448, in Book 7116, at Pages 1160-1188 (the "Second Amendment")

C. The Declaration was further amended by that certain Third Amendment to the Declaration recorded on _____, 2023, in the office of the Salt Lake County Recorder, as Entry No. _____ Book , in 5525, at Pages _____;

D. Together, the Declaration, the Second Amendment, and the Third Amendment are hereinafter collectively referred to herein as the Declaration;

E. The Project's Owners have allowed the subdivision of Unit 6, which was originally called "Unit 1" into two (2) separate units ("Unit 1A and Unit 1B") and therefore the total number Units in the Project is seven (7) and references in the Declaration shall be amended to reflect this change;

F. Additionally, certain Owners have modified their Units in such a way that they have effectively taken ownership of and/or encroached in the Common Areas and Facilities and Limited Common Areas and Facilities; and such modifications and encroachments which include but are not limited to the construction of a wooden decks in the Common Area between certain Units (collectively, the "Modifications");

G. Due to the Modifications, an amended Map has been prepared to reflect and define the actual boundaries of the Owners' respective Units, and the current configuration of Common Areas and Facilities and Limited Common Areas and Facilities (the "2023 Amended Map");

H. The 2023 Amended Map also includes current and accurate square footage for each Unit;

I. The Project's Owners desire and have previously voted to change each Unit Owner's ownership interest in the Common Areas and Facilities from a calculation based on square footage to equal shares and to delete references in the Declaration to each Unit Owner's ownership in the Common Areas and Facilities, each Unit Owner's share of assessments, and the number of votes assigned to each Unit Owner based on square footage of each Unit, and to amend said references in the Declaration so that each Unit Owner's ownership in the Common Areas and Facilities, each Unit Owner's share of assessments, and the number of votes assigned to each Unit Owner are based on equal shares;

J. On August 31, 2023, the Owners, by a two-thirds affirmative vote, ratified the Modifications, approved the pending plans for modifications to Unit 6, which include changes to Unit 6 that modify and/or encroach on Common Area and Facilities and Limited Common Areas and Facilities, approved the proposed 2023 Amended Map, and approved of amending the Declaration to reflect current and accurate square footage for each Unit on the attached Amended Appendix A;

K. Amended Appendix A also sets forth the new equal share calculation in the Amended Table of Units, Undivided Ownership Interests, Votes, Square Footage of Units and Square Footage of Limited Common Areas; and

L. The Unit Owners desire to amend the Declaration to delete the existing table of Unit Numbers, Approximate Square Footage, Share of Ownership of Common Areas and Facilities and Votes of the Project attached as Appendix A to the Declaration (the "Original Appendix A"), and to replace it with the Amended Appendix A; and

NOW, THEREFORE, in consideration of the recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Declaration is hereby amended as follows:

1. Replacement of Appendix A. The Original Appendix A is hereby amended so as to delete said Original Appendix A as it presently appears in the Records, and to substitute therefore the attached Amended Appendix A attached hereto as Exhibit A.

2. Amended Map. The 2023 Amended Map is hereby approved, and shall be recorded in the Records.

3. Section 4. Description of the Building. Section 4.1 shall be deleted and replaced in its entirety with the following: "The Land has been improved with a three-story building (the "Building") containing seven (7) Units, as well as certain Common and Limited Common Areas and Facilities."

4. Section 9. Unit Ownership. Section 9.1 shall be deleted and replaced in its entirety with the following: "The percentage of undivided interest in the Common Areas and Facilities appertaining to each Unit and its Owner for all purposes, including voting, is set forth in Amended Appendix A. Such percentages have been computed by dividing the number one by the total number of Units in the Project (i.e., seven (7)) so that each Unit owns an equal undivided interest in the Common Areas and Facilities. The Association reserves the right to round off or otherwise adjust the undivided interest, as may be necessary, to assure that the total interests equal one hundred percent (100%) as required by the Act."

5. Consent of Owners of Altered Units. The requisite affirmative vote, approval and consent of the Owners has been obtained in compliance with Section 23 of the Declaration and the Utah Condominium Ownership Act.

6. Application of Amendment. The amendments adopted hereby are intended to amend the Declaration and this Amendment shall be controlling in resolving any conflicts between this Amendment and the Declaration to the extent any other provisions of the Declaration are inconsistent herewith. This Amendment shall be binding upon and inure to the benefit of all of the Unit Owners, their Mortgagees, lessees, successors and assigns.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Each party hereto agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signatures of the other parties hereto. Original executed signature pages will be exchanged by the parties promptly after such facsimile signature pages are sent.

8. Declaration Remains in Force. Except as herein modified, all other terms of the Declaration, as previously amended, shall remain in full force and effect.

DATED the day and year first above written.

MANAGEMENT COMMITTEE OF
SUGARPLUM PHASE I CONDOMINIUMS ASSOCIATION OF UNIT OWNERS,
a Utah nonprofit corporation

By: _____
Dennis McEvoy, Management Committee Member

By: _____
Scott Peterson, Management Committee Member

By: _____
Michael Schmertzler, Management Committee Member

STATE OF _____)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Dennis McEvoy, a member of the management committee of Sugarplum Phase I Condominiums Association of Unit Owners.

_____
NOTARY PUBLIC

STATE OF _____)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Scott Peterson, a member of the management committee of Sugarplum Phase I Condominiums Association of Unit Owners.

_____
NOTARY PUBLIC

STATE OF _____)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Michael Schmertzler, a member of the management committee of Sugarplum Phase I Condominiums Association of Unit Owners.

_____
NOTARY PUBLIC

AMENDED APPENDIX A

(Amended Table of Units, Undivided Ownership Interests, Votes, Square Footage of Units and Square Footage of Limited Common Areas)

UNIT NO.	UNDIVIDED OWNERSHIP INTERESTS (Percentage)	VOTES	SQUARE FOOTAGE OF EACH UNIT	LIMITED COMMON AREA SQUARE FOOTAGE OF EACH UNIT
1A	14.29	1	3,307.91	671.53
1B	14.29	1	2,529.47	618.03
2	14.29	1	2,670.27	668.96
3	14.29	1	2,649.91	510.69
4	14.28	1	3,444.16	155.17
5	14.28	1	2,710.15	580.92
6	14.28	1	2,969.60	583.82
TOTAL	10000.00%	7		

Fw: SPECIAL MEETING OF OWNERS OF SUGARPLUM CONDOMINIUMS PHASE I--PLEASE READ--YOUR VOTE IS REQUIRED

September 2, 2023 1:54 PM

From: "Patrick Hogle" <pkhogle@hotmail.com>

To: "Jack Berry" <jack@rockhillengineering.com>

FYI

From: dennismcevoy@comcast.net <dennismcevoy@comcast.net>
Sent: Wednesday, August 23, 2023 6:47 PM
To: 'natalie peak2peaklegal.com' <natalie@peak2peaklegal.com>; scottpeterson39@comcast.net <scottpeterson39@comcast.net>; christina.peterson1@comcast.net <christina.peterson1@comcast.net>; mcrothman@gmail.com <mcrothman@gmail.com>; kimworsencroft@comcast.net <kimworsencroft@comcast.net>; mccormack.rob@gmail.com <mccormack.rob@gmail.com>; michaelschmertzler@me.com <michaelschmertzler@me.com>; daskew@usalco.com <daskew@usalco.com>; pkhogle@hotmail.com <pkhogle@hotmail.com>
Cc: 'Frank Perkins' <fperkins@xmission.com>
Subject: RE: SPECIAL MEETING OF OWNERS OF SUGARPLUM CONDOMINIUMS PHASE I--PLEASE READ--YOUR VOTE IS REQUIRED

I approve.

Dennis McEvoy – Unit 2

From: natalie peak2peaklegal.com <natalie@peak2peaklegal.com>
Sent: Wednesday, August 23, 2023 5:00 PM
To: scottpeterson39@comcast.net; christina.peterson1@comcast.net; mcrothman@gmail.com; dennismcevoy@comcast.net; kimworsencroft@comcast.net; mccormack.rob@gmail.com; michaelschmertzler@me.com; daskew@usalco.com; pkhogle@hotmail.com
Cc: Frank Perkins <fperkins@xmission.com>
Subject: SPECIAL MEETING OF OWNERS OF SUGARPLUM CONDOMINIUMS PHASE I--PLEASE READ--YOUR VOTE IS REQUIRED
Importance: High

Dear Owners,
My name is Natalie Segall and I'm the attorney for the Sugarplum Condominium Phase I Owners' Association.

PLEASE VOTE ON OR BEFORE AUGUST 31, 2023, VIA EMAIL. YOU CAN SIMPLY REPLY TO THIS EMAIL "I APPROVE" or "I DON'T APPROVE."

Pursuant to Section 7.02 of the Bylaws of Sugarplum Phase I Condominiums Association of Unit Owners, by unanimous vote of the Management Committee (the "MC"), a special meeting of the Members has been called to address and vote on the following:

1. The Owner of Unit 6, Patrick Hogle, has submitted plans to the MC remodel, amend and otherwise alter Unit 6 according to the plans and specifications attached. Such remodel includes conversion of a portion of the Common Areas and Facilities and/or Limited Common Areas and/or Facilities to private use, specifically construction of a deck between Unit 5 and Unit 6 in the Common Area.

2. As a condition of approval of Mr. Hogle's plans and issuance of a building permit for such work, the Town of Alta is requiring Sugarplum Phase I Condominiums to amend the Map on file to reflect the accurate square footage of all Units, some of which have increased over time due to owners converting Common Areas and/or Limited Common Areas and Facilities to private use. Accordingly, an amended Map has been prepared and is attached.

Fw: SPECIAL MEETING OF OWNERS OF SUGARPLUM CONDOMINIUMS PHASE I--PLEASE READ--YOUR VOTE IS REQUIRED

September 2, 2023 12

From: "Patrick Hogle" <pkhogle@hotmail.com>

To: "Jack Berry" <jack@rockhillengineering.com>

FYI

From: Michael Rothman <mcrothman@gmail.com>
Sent: Thursday, August 24, 2023 11:20 AM
To: scottpeterson39@comcast.net <scottpeterson39@comcast.net>
Cc: natalie peak2peaklegal.com <natalie@peak2peaklegal.com>; christina.peterson1@comcast.net <christina.peterson1@comcast.net>; dennismcevoy@comcast.net <dennismcevoy@comcast.net>; kimworsencroft@comcast.net <kimworsencroft@comcast.net>; mccormack.rob@gmail.com <mccormack.rob@gmail.com>; michaelschmertzler@me.com <michaelschmertzler@me.com>; daskew@usalco.com <daskew@usalco.com>; pkhogle@hotmail.com <pkhogle@hotmail.com>; Frank Perkins <fperkins@xmission.com>
Subject: Re: SPECIAL MEETING OF OWNERS OF SUGARPLUM CONDOMINIUMS PHASE I--PLEASE READ--YOUR VOTE IS REQUIRED

I approve the proposal.

Michael Rothman

On Thu, Aug 24, 2023 at 12:15 PM <scottpeterson39@comcast.net> wrote:

> Natalie,
>
> I approve, as proposed.
>
> Scott Peterson
> 801-455-6464
>
> **From:** natalie peak2peaklegal.com <natalie@peak2peaklegal.com>
> **Sent:** Wednesday, August 23, 2023 6:00 PM
> **To:** scottpeterson39@comcast.net; christina.peterson1@comcast.net; mcrothman@gmail.com; dennismcevoy@comcast.net; kimworsencroft@comcast.net; mccormack.rob@gmail.com; michaelschmertzler@me.com; daskew@usalco.com; pkhogle@hotmail.com
> **Cc:** Frank Perkins <fperkins@xmission.com>
> **Subject:** SPECIAL MEETING OF OWNERS OF SUGARPLUM CONDOMINIUMS PHASE I--PLEASE READ--YOUR VOTE IS REQUIRED
> **Importance:** High
>
> Dear Owners,
> My name is Natalie Segall and I'm the attorney for the Sugarplum Condominium Phase I Owners' Association.
>
> **PLEASE VOTE ON OR BEFORE AUGUST 31, 2023, VIA EMAIL. YOU CAN SIMPLY REPLY TO THIS EMAIL "I APPROVE" or "I DON'T APPROVE."**

Fw: SPECIAL MEETING OF OWNERS OF SUGARPLUM CONDOMINIUMS PHASE I--PLEASE READ--YOUR VOTE IS REQUIRED

September 2,

From: "Patrick Hogle" <pkhogle@hotmail.com>

To: "Jack Berry" <jack@rockhillengineering.com>

FYI

From: MICHAEL SCHMERTZLER <michaelschmertzler@me.com>
Sent: Thursday, August 24, 2023 11:34 AM
To: natalie peak2peaklegal.com <natalie@peak2peaklegal.com>
Cc: scottpeterson39@comcast.net <scottpeterson39@comcast.net>; christina.peterson1@comcast.net <christina.peterson1@comcast.net>; mcrothman@gmail.com <mcrothman@gmail.com>; dennismcevoy@comcast.net <dennismcevoy@comcast.net>; kimworsencroft@comcast.net <kimworsencroft@comcast.net>; mccormack.rob@gmail.com <mccormack.rob@gmail.com>; daskew@usalco.com <daskew@usalco.com>; pkhogle@hotmail.com <pkhogle@hotmail.com>; Frank Perkins <fperkins@xmission.com>
Subject: Re: SPECIAL MEETING OF OWNERS OF SUGARPLUM CONDOMINIUMS PHASE I--PLEASE READ--YOUR VOTE IS REQUIRED

I approve.

Sent from my iPhone

On Aug 23, 2023, at 8:00 PM, natalie peak2peaklegal.com <natalie@peak2peaklegal.com> wrote:

Dear Owners,
My name is Natalie Segall and I'm the attorney for the Sugarplum Condominium Phase I Owners' Association.

PLEASE VOTE ON OR BEFORE AUGUST 31, 2023, VIA EMAIL. YOU CAN SIMPLY REPLY TO THIS EMAIL "I APPROVE" or "I DON'T APPROVE."

Pursuant to Section 7.02 of the Bylaws of Sugarplum Phase I Condominiums Association of Unit Owners, by unanimous vote of the Management Committee (the "MC"), a special meeting of the Members has been called to address and vote on the following:

1. The Owner of Unit 6, Patrick Hogle, has submitted plans to the MC remodel, amend and otherwise alter Unit 6 according to the plans and specifications attached. Such remodel includes conversion of a portion of the Common Areas and Facilities and/or Limited Common Areas and/or Facilities to private use, specifically construction of a deck between Unit 5 and Unit 6 in the Common Area.

2. As a condition of approval of Mr. Hogle's plans and issuance of a building permit for such work, the Town of Alta is requiring Sugarplum Phase I Condominiums to amend the Map on file to reflect the accurate square footage of all Units, some of which have increased over time due to owners converting Common Areas and/or Limited Common Areas and Facilities to private use. Accordingly, an amended Map has been prepared and is attached.

3. In order to amend the Map which will convert certain areas of Common Areas and/or Limited Common Areas and Facilities to private ownership and adjust the square footage ownership of certain Units, thereby adjusting each owner's share of ownership of the Common Areas and Facilities, an affirmative vote of two-thirds (2/3) of the Owners is needed.

From: natalie peak2peaklegal.com <natalie@peak2peaklegal.com>
Sent: Thursday, August 24, 2023 3:48 PM
To: Patrick Hogle <pkhogle@hotmail.com>; jack@rockhillengineering.com <jack@rockhillengineering.com>
Cc: Frank Perkins <fperkins@xmission.com>
Subject: Sugarplum Condominiums Phase I--Association Vote--Approved

Dear Patrick and Jack,

The special meeting of the owners of Sugarplum Condominiums Phase I was held to vote on the issues outlined in the attached special meeting notice. The owners of the Association voted in favor of the proposed modifications to Unit 6 (attached) and to document those modifications and previous modifications in the amended plat and Fourth Amendment to the CC&Rs (both attached).

Jack, once you have definite SQF numbers for the units, please forward them to me so I can update the Fourth Amendment to the CC&Rs.

You can forward this email to your contact at the Town of Alta to obtain the building permit.

Thank you and please let me know if you have any questions.

Natalie

OUR OFFICE WILL BE CLOSED FROM SEPTEMBER 1, 2023 THROUGH SEPTEMBER 20, 2023. WE WILL NOT HAVE ACCESS TO EMAIL OR VOICEMAIL DURING OUR VACATION. IF YOU SHOULD NEED LEGAL ASSISTANCE DURING THIS TIME, PLEASE CONTACT ROBERT SAUNDERS AT (435) 901-2212.

Sincerely yours,

Natalie C. Segall, Esq.*
SEGALL & BANKO
PEAK2PEAKLEGAL
A Professional Limited Liability Company
4571 Hidden Cove Road
Park City, Utah 84098
Tel: (435) 615-7424
Fax: (435) 615-7514
Email: natalie@peak2peaklegal.com

*Ms. Segall is licensed in Utah, Colorado and New York.

VISIT US AT: www.peak2peaklegal.com

Fw: SPECIAL MEETING OF OWNERS OF SUGARPLUM CONDOMINIUMS PHASE I--PLEASE READ--YOUR VOTE IS REQUIRED

September 4, 2023 10:39 AM

From: "Patrick Hogle" <pkhogle@hotmail.com>

To: "Jack Berry" <jack@rockhillengineering.com>

FYI

From: Patrick Hogle <pkhogle@hotmail.com>
Sent: Thursday, August 24, 2023 8:58 AM
To: natalie peak2peaklegal.com <natalie@peak2peaklegal.com>; scottpeterson39@comcast.net <scottpeterson39@comcast.net>; christina.peterson1@comcast.net <christina.peterson1@comcast.net>; mcrothman@gmail.com <mcrothman@gmail.com>; dennismcevoy@comcast.net <dennismcevoy@comcast.net>; kimworsencroft@comcast.net <kimworsencroft@comcast.net>; mccormack.rob@gmail.com <mccormack.rob@gmail.com>; michaelschmertzler@me.com <michaelschmertzler@me.com>; daskew@usalco.com <daskew@usalco.com>
Cc: Frank Perkins <fperkins@xmission.com>
Subject: Re: SPECIAL MEETING OF OWNERS OF SUGARPLUM CONDOMINIUMS PHASE I--PLEASE READ--YOUR VOTE IS REQUIRED

I approve
Thank you,
Patrick Hogle

From: natalie peak2peaklegal.com <natalie@peak2peaklegal.com>
Sent: Wednesday, August 23, 2023 5:59:58 PM
To: scottpeterson39@comcast.net <scottpeterson39@comcast.net>; christina.peterson1@comcast.net <christina.peterson1@comcast.net>; mcrothman@gmail.com <mcrothman@gmail.com>; dennismcevoy@comcast.net <dennismcevoy@comcast.net>; kimworsencroft@comcast.net <kimworsencroft@comcast.net>; mccormack.rob@gmail.com <mccormack.rob@gmail.com>; michaelschmertzler@me.com <michaelschmertzler@me.com>; daskew@usalco.com <daskew@usalco.com>; pkhogle@hotmail.com <pkhogle@hotmail.com>
Cc: Frank Perkins <fperkins@xmission.com>
Subject: SPECIAL MEETING OF OWNERS OF SUGARPLUM CONDOMINIUMS PHASE I--PLEASE READ--YOUR VOTE IS REQUIRED

Dear Owners,
My name is Natalie Segall and I'm the attorney for the Sugarplum Condominium Phase I Owners' Association.

PLEASE VOTE ON OR BEFORE AUGUST 31, 2023, VIA EMAIL. YOU CAN SIMPLY REPLY TO THIS EMAIL "I APPROVE" or "I DON'T APPROVE."

Pursuant to Section 7.02 of the Bylaws of Sugarplum Phase I Condominiums Association of Unit Owners, by unanimous vote of the Management Committee (the "MC"), a special meeting of the Members has been called to address and vote on the following:

1. The Owner of Unit 6, Patrick Hogle, has submitted plans to the MC remodel, amend and otherwise alter Unit 6 according to the plans and specifications attached. Such remodel includes conversion of a portion of the Common Areas and Facilities and/or Limited Common Areas and/or Facilities to private use, specifically construction of a deck between Unit 5 and Unit 6 in the Common Area.

2. As a condition of approval of Mr. Hogle's plans and issuance of a building permit for such work, the Town of Alta is requiring Sugarplum Phase I Condominiums to amend the Map on file to reflect the accurate square footage of all Units, some of which have increased over time due to owners converting Common Areas and/or Limited Common Areas and Facilities to private use. Accordingly, an amended Map has been prepared and is attached.

Fw: SPECIAL MEETING OF OWNERS OF SUGARPLUM CONDOMINIUMS PHASE I--PLEASE READ--YOUR VOTE IS REQUIRED

September 2, 2023 12:54

From: "Patrick Hogle" <pkhogle@hotmail.com>

To: "Jack Berry" <jack@rockhillengineering.com>

FYI

From: Rob McCormack <mccormack.rob@gmail.com>
Sent: Wednesday, August 23, 2023 6:38 PM
To: natalie peak2peaklegal.com <natalie@peak2peaklegal.com>
Cc: scottpeterson39@comcast.net <scottpeterson39@comcast.net>; christina.peterson1@comcast.net <christina.peterson1@comcast.net>; microthman@gmail.com <microthman@gmail.com>; dennismcevoy@comcast.net <dennismcevoy@comcast.net>; kimworsencroft@comcast.net <kimworsencroft@comcast.net>; michaelschmertzler@me.com <michaelschmertzler@me.com>; daskew@usalco.com <daskew@usalco.com>; pkhogle@hotmail.com <pkhogle@hotmail.com>; Frank Perkins <fperkins@xmission.com>
Subject: Re: SPECIAL MEETING OF OWNERS OF SUGARPLUM CONDOMINIUMS PHASE I--PLEASE READ--YOUR VOTE IS REQUIRED

I approve.

Good luck with your renovation Patrick.

Best regards,
Rob

On Wed, Aug 23, 2023 at 8:00 PM natalie peak2peaklegal.com <natalie@peak2peaklegal.com> wrote:

Dear Owners,
My name is Natalie Segall and I'm the attorney for the Sugarplum Condominium Phase I Owners' Association.

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4. An amendment to the Amended and Restated Declaration of Condominium of the Sugarplum Phase I Condominiums ("CC&Rs") is required to update Appendix A with current square footage measurements and corresponding share of ownership of the Common Areas and Facilities. A proposed Fourth Amendment to the Declaration is attached.

YOUR VOTE IS REQUIRED. YOU ARE VOTING ON THE FOLLOWING – PLANS, THE AMENDED MAP AND THE PROPOSED FOURTH AMENDMENT ARE ATTACHED TO THIS EMAIL:

a. APPROVAL OF UNIT 6's PLANS WHICH INCLUDE AN ENCROACHMENT INTO THE COMMON AREAS AND FACILITIES

Fw: SPECIAL MEETING OF OWNERS OF SUGARPLUM CONDOMINIUMS PHASE I--PLEASE READ--YOUR VOTE IS REQUIRED

September 2, 2023 12:53 P

From: "Patrick Hogle" <pkhogle@hotmail.com>

To: "Jack Berry" <jack@rockhillengineering.com>

FYI

From: scottpeterson39@comcast.net <scottpeterson39@comcast.net>
Sent: Thursday, August 24, 2023 11:14 AM
To: 'natalie peak2peaklegal.com' <natalie@peak2peaklegal.com>; christina.peterson1@comcast.net <christina.peterson1@comcast.net>; mcrothman@gmail.com <mcrothman@gmail.com>; dennismcevoy@comcast.net <dennismcevoy@comcast.net>; kimworsencroft@comcast.net <kimworsencroft@comcast.net>; mccormack.rob@gmail.com <mccormack.rob@gmail.com>; michaelschmertzler@me.com <michaelschmertzler@me.com>; daskew@usalco.com <daskew@usalco.com>; pkhogle@hotmail.com <pkhogle@hotmail.com>
Cc: 'Frank Perkins' <fperkins@xmission.com>
Subject: RE: SPECIAL MEETING OF OWNERS OF SUGARPLUM CONDOMINIUMS PHASE I--PLEASE READ--YOUR VOTE IS REQUIRED

Natalie,

I approve, as proposed.

Scott Peterson
801-455-6464

From: natalie peak2peaklegal.com <natalie@peak2peaklegal.com>
Sent: Wednesday, August 23, 2023 6:00 PM
To: scottpeterson39@comcast.net; christina.peterson1@comcast.net; mcrothman@gmail.com; dennismcevoy@comcast.net; kimworsencroft@comcast.net; mccormack.rob@gmail.com; michaelschmertzler@me.com; daskew@usalco.com; pkhogle@hotmail.com
Cc: Frank Perkins <fperkins@xmission.com>
Subject: SPECIAL MEETING OF OWNERS OF SUGARPLUM CONDOMINIUMS PHASE I--PLEASE READ--YOUR VOTE IS REQUIRED
Importance: High

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12964599
4/9/2019 12:11:00 PM $12.00
Book - 10768 Pg - 731-732
RASHELLE HOBBS
Recorder, Salt Lake County, UT
SUTHERLAND TITLE
BY: eCASH, DEPUTY - EF 2 P.

WHEN RECORDED RETURN TO:
TIERRA INVESTMENTS, LLC
[illegible] 6758 Immigration Canyon
[illegible] Salt Lake City, UT 84108
[illegible]
Tax ID No.: 30-06-404-007

WARRANTY DEED

JOHN H. DONNER, Trustee of THE JOHN H. DONNER TRUST, dated May 9, 2006, **GRANTOR**, hereby CONVEY(S) AND WARRANT(S) to TIERRA INVESTMENTS, LLC **GRANTEE**, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, the following tract(s) of land in Salt Lake County, State of Utah described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Subject to City and/or County taxes and assessments, not delinquent; Easements, Rights-of-Way, Covenants, Conditions and Restrictions now of record

WITNESS the hand of said grantor this 8th day of April, 2019.

JOHN H. DONNER
Trustee

State of Utah
County of Salt Lake

On this 8th day of April, 2019, before me, the undersigned Notary Public, personally appeared JOHN H. DONNER, Trustee of THE JOHN H. DONNER TRUST, dated May 9, 2006, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public
My commission expires: November 27, 2021

JUSTIN SUTHERLAND
Notary Public State of Utah
My Commission Expires on:
November 27, 2021
Comm. Number: 697875

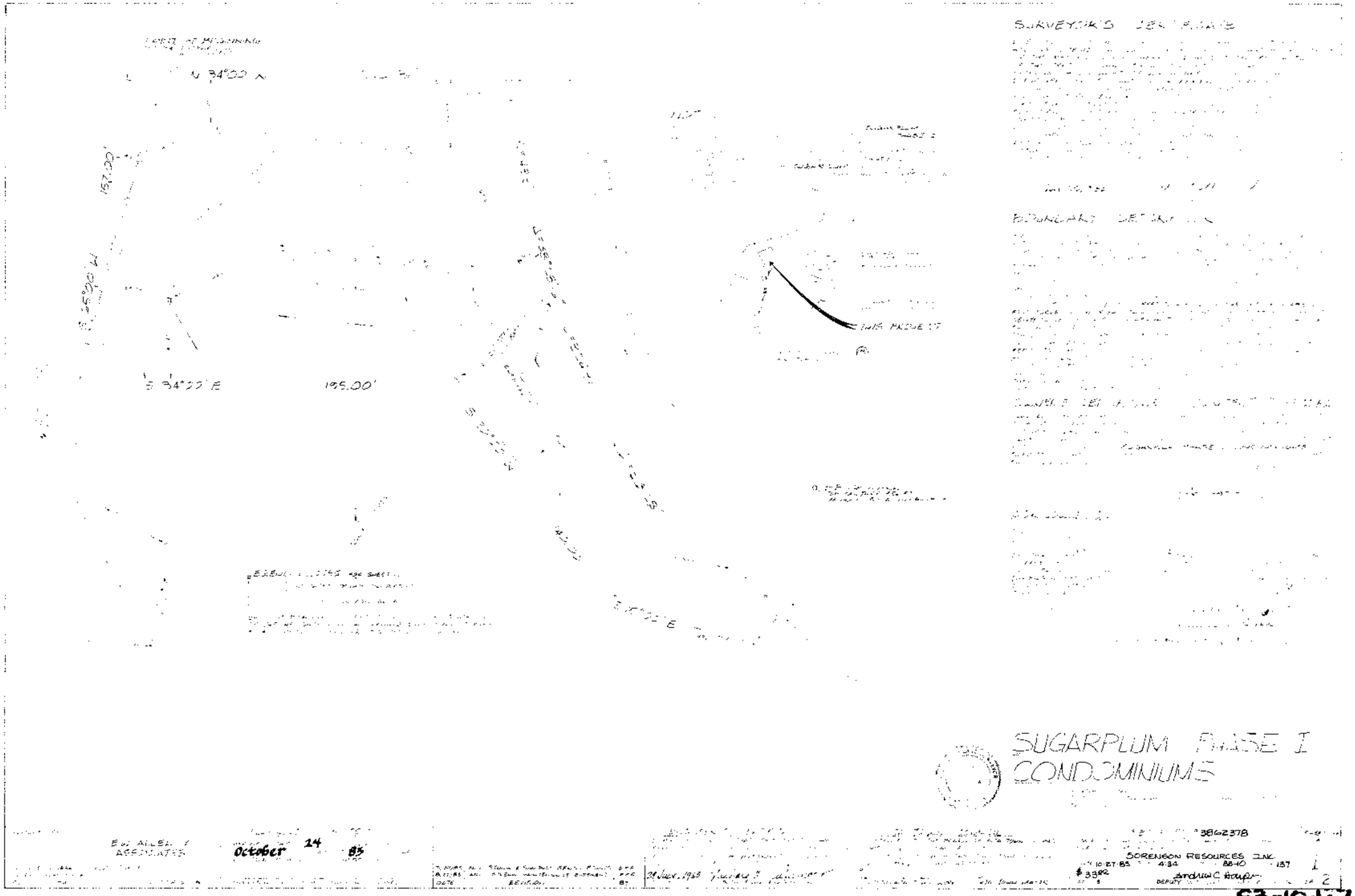
File Number 39374
Warranty Deed Ind BP UT

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:
Unit 6, contained within the SUGARPLUM PHASE I CONDOMINIUMS, as the same is identified on the official plat of said Condominium Project, recorded in Salt Lake County, Utah on October 27, 1983, as Entry No. 3862378, in Book 83-10P of Plats, at Page 137, and further defined and described in the Declaration of Condominium recorded October 27, 1983, as Entry No. 3862379, in Book 5502, at Page 1675, of official records (as said Map and Declaration may heretofore be amended and/or supplemented). TOGETHER WITH, (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act

Parcel 1A
A non-exclusive easement for the benefit of Parcel 1, for use and enjoyment in and to the Common Areas and Facilities of SUGARPLUM AMENDED, a Planned Unit Development, as created by and subject to the terms, provisions, covenants, and conditions contained in the Master Declaration of Covenants, Conditions, and Restrictions of SUGARPLUM, a Planned Unit Development, recorded August 12, 1983, as Entry No. 3830328, in Book 5482, at Page 1173, of official records, over and upon the Common Areas and Facilities as the same are defined and provided for in the said Master Declaration of Covenants, Conditions, and Restriction of SUGARPLUM, a Planned Unit Development, and as further defined and described on the Official Plat of SUGARPLUM AMENDED, a Planned Unit Development, recorded November 26, 1984, as Entry No. 4019736, in Book 84-11 of Plats, at Page 181 of official records (as said Map and Declaration may heretofore be amended and/or supplemented).

Tax Parcel No. 30-06-404-007


SURVEYOR'S CERTIFICATE
BOUNDARY DETAIL
N 34°00' W
S 34°00' E
195.00'
157.00'
SUGARPLUM PHASE I
CONDOMINIUMS
October 14 83
3862378
SORENSON RESOURCES INC.
10-27-83 4:34 88-10 137
$33.00
DEPUTY
83-10-137

SUGARPLUM PHASE I
CONDOMINIUMS

October 24 83

3862378

SORENSON RESOURCES INC
10-27-83 4:34 PM 83-10 137
$33.00

83-10-137

WHEN RECORDED, MAIL TO:
Steven D. Peterson
American Plaza II, Suite 400
57 West 200 South
Salt Lake City, Utah 84101

4650

JAN 23 4 00 PM '84

RATIE L. DIXON
RECORDER
SALT LAKE COUNTY, UTAH

3895871

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF THE SUGARPLUM PHASE I CONDOMINIUMS

TABLE OF CONTENTS

Section		Page
1.	Recitals	1
2.	Definitions	2
3.	Description of the Land	4
4.	Description of the Buildings	5
5.	Description of Units	5
6.	Description of Parking Areas	5
7.	Description of Common Areas and Facilities	6
8.	Description of Limited Common Areas and Facilities	6
9.	Unit Ownership	6
10.	Purpose of the Project	7
11.	Association of Unit Owners; Master Association; Management Committee	8
12.	Maintenance, Alteration and Improvement	11
13.	Insurance	12
14.	Destruction or Damage	14

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BOOK 5525 PAGE 781

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15. Termination 15
16. Eminent Domain 16
17. Mortgagee Protection 18
18. Encroachments 20
19. Conveyances; Easements; Leases 20
20. Combination of Units 21
21. Amendment 22
22. Assessments 22
23. Voting 24
24. Notices 24
25. Agent for Service 25
26. No Waiver 25
27. Enforcement 26
28. Declarant and Declarant's Use 26
29. Severability 26
30. Captions 26
31. Law Controlling 27
32. Effective Date 27

Appendix A Phase I Units and Initial Interests 29

Appendix B Bylaws

1. Name and Principal Officer 1
2. Definitions 1
3. Purposes 1
4. Powers of the Association 2

8005525 782

5. Membership 2

6. Membership Certificates 2

7. Members Meetings 3

8. Management Committee 4

9. Officers 7

10. Indemnification 9

11. Fiscal Year and Seal 9

12. Rules and Regulations 10

13. Inspection of Books and Records 10

14. Amendments 10

8005525 PMC 783

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM

OF THE

SUGARPLUM PHASE I CONDOMINIUMS

THIS AMENDED AND RESTATED DECLARATION is made and executed by SORENSON RESOURCES COMPANY a Utah corporation ("Declarant"), pursuant to the provisions of the Utah Condominium Ownership Act, Title 57, Chapter 8, Utah Code Annotated (1953 as amended), hereinafter referred to as the "Act", and amends and restates in its entirety the Declaration of Condominium of the Sugarplum Phase I Condominiums dated October 13, 1983 and recorded October 27, 1983 in Book 5502, pages 1875 through 1905, records of Salt Lake County, Utah.

1. RECITALS.

1.1 Declarant is the sole owner of certain real property and improvements located in Sugarplum, a planned unit development in the Town of Alta, Salt Lake County, Utah, hereinafter more particularly described.

1.2 Declarant, by recording this Declaration, submits the Property to the provisions of the Act. The Property consists of the real estate described in Section 3, and the improvements constructed thereon.

1.3 The covenants, conditions and restrictions contained in this Declaration and in the appendices hereto shall be enforceable equitable servitudes and shall run with the land.

1.4 Recorded simultaneously herewith is a record of survey map of the Property as required by the Act.

1.5 The administration of the Property shall be governed by this Declaration, the Articles of Incorporation for the Sugarplum Phase I Condominiums Association of Unit Owners, a Utah non-profit corporation, and the Bylaws of such non-profit corporation, a true copy of which is appended to and recorded with this Declaration as Appendix B, and incorporated herein for all purposes by this reference.

1.6 All terms used in this Declaration and the appended Bylaws shall have the same definition as the terms defined in the Act, except as otherwise set forth herein.

BK 5525 PG 784

1.7 The Property shall be known as the Sugarplum Phase I Condominiums.

2. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms 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.

2.1 Act shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated Sections 57-8-1 et seq. (1953, as amended).

2.2 Articles shall mean and refer to the Articles of Incorporation for the Sugarplum Phase I Condominiums Association of Unit Owners, as amended from time to time.

2.3 Association of Unit Owners, Owners Association, or Association shall mean and refer to the Sugarplum Phase I Condominiums Association of Unit Owners, a Utah non-profit corporation.

2.4 Building shall mean and refer to the structure in which the Units are located, as described in Section 4.

2.5 Bylaws shall mean and refer to the Bylaws of the Association, as amended from time to time.

2.6 Common Areas and Facilities shall mean and refer to those areas and facilities described in Section 7.

2.7 Common Expenses shall mean and refer to all sums which are expended by the Association on behalf of the Unit Owners and all sums which are required by the Management Committee to perform or exercise its functions, duties, or rights under the Act, this Declaration, the Bylaws, any management agreement which may be entered into for operation of the Property, and such rules and regulations as the Management Committee may from time to time make and adopt. All assessments levied upon the Association by the Master Association, pursuant to the provisions of the Master Declaration, for the common expenses of Sugarplum shall be included as part of the Common Expenses of the Project.

2.8 Condominium Unit shall mean and refer to a Unit, together with the appurtenant undivided ownership interest in the Common Areas and Facilities, and its appurtenant right to exclusive use of Limited Common Areas and Facilities associated with such Unit.

2.9 Declarant shall mean and refer to Sorenson Resources Company, a Utah corporation, and/or any successors to or grantees

BK5555 PG 785

of said corporation which, either by operation of law or through a voluntary conveyance, transfer, or assignment, come to stand in the same relation to the Project as their predecessor.

2.10 Declaration shall mean and refer to this Declaration of Condominium of the Sugarplum Phase I Condominiums, as the same may hereafter be modified, amended, supplemented, or expanded in accordance with law and the provisions hereof.

2.11 Limited Common Areas and Facilities shall mean and refer to those Common Areas and Facilities designated in this Declaration or in the Map as reserved for the use of a certain Unit(s) to the exclusion of the other Units.

2.12 Management Committee or Committee shall mean and refer to the Management Committee of the Association.

2.13 Map or Record of Survey Map shall mean and refer to the Record of Survey Map of the Sugarplum Phase I Condominiums, executed and acknowledged by Declarant, and filed of record in the office of the Salt Lake County Recorder concurrently with this Declaration, as the same may hereafter be modified, amended, supplemented, or expanded in accordance with law and the provisions hereof.

2.14 Master Association shall mean and refer to the Sugarplum Master Homeowners Association, a Utah non-profit corporation comprised of the Association and all other "Maintenance Associations" (as that term is defined in the Master Declaration) organized in Sugarplum.

2.15 Master Declaration shall mean and refer to the Sugarplum Master Declaration of Covenants, Conditions and Restrictions of a Planned Unit Development, as filed of record with the Salt Lake County Recorder and as amended from time to time.

2.16 Mortgage shall mean and include both a first mortgage on any Condominium Unit and a first deed of trust on any Condominium Unit.

2.17 Mortgagee shall mean and include both a mortgagee under a first mortgage on any Condominium Unit and a beneficiary under a first deed of trust on any Condominium Unit, or any successor to the interest of such person under such Mortgage.

2.18 Project shall mean and refer to the Property and the Building and all improvements submitted by this Declaration to the provisions of the Act.

2.19 Property shall mean and refer to that certain real property located in the Town of Alta, Salt Lake County, State of Utah and more particularly described in Section 3 hereof.

BOOK 5525 PAGE 786

2.20 Sugarplum shall mean and refer to the Sugarplum Planned Unit Development located in the Town of Alta, Salt Lake County, Utah.

2.21 Unit shall mean and refer to an individual air space unit, consisting of enclosed rooms occupying part of the Building and designated as a Unit on the Record of Survey Map and in Appendix "A" attached hereto, as further described in Section 5.

2.22 Unit Number shall mean and refer to the number, letter, or combination thereof which designates a Unit in the attached Appendix "A" and on the Record of Survey Map.

2.23 Unit Owner and Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Salt Lake County, State of Utah) of a fee or an undivided fee interest in a Condominium Unit, and shall also mean any purchaser of a Condominium Unit pursuant to an installment sales contract. However, the term Unit Owner or Owner shall not include persons obligated to purchase Units pursuant to Earnest Money Agreements or other similar offers to purchase Units. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner shall not mean or include a mortgagee or a beneficiary or trustee under a mortgage or deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

3. DESCRIPTION OF THE LAND.

The land on which the Building and other improvements are located is situated in the Town of Alta, Salt Lake County, State of Utah and more particularly described as follows:

> Lot 2 SUGARPLUM PLANNED UNIT DEVELOPMENT located in Section 6, Township 3 South, Range 3 East, S.L.B. & M., according to the official plat thereof, as recorded in the Office of the Salt Lake County Recorder.

4. DESCRIPTION OF THE BUILDING.

4.1 The Land shall be improved with a three-story building (the "Building") containing six (6) Units, as well as certain Common and Limited Common Areas and Facilities

4.2 The Building shall be of conventional wood-frame construction, with an outer shell of Semlit (composite aggregate panels) and a single ply membrane roof. The Building will be supplied with electricity, water, gas and sewage service. The Units each have individual furnaces, fireplaces, gas and electric meters and water heaters.

BOOK 5525 PG 787

5. DESCRIPTION OF UNITS.

5.1 Each Unit is located in the Building. Appendix A hereto is a table setting forth the number of each Unit, the approximate square footage of the living area of each Unit, and the percentage of undivided interest in the Common Areas and Facilities appertaining to each Unit.

5.2 The boundary lines of each Unit are the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling; and the interior surfaces of windows and doors. The Unit shall include the interior, as above defined, of the living area of the Unit, as well as the interior of the appurtenant garage. Each Unit shall include both the portions of the Building that are not Common Areas and Facilities within such boundary lines and the space so encompassed, excepting Common Areas and Facilities. Without limitation, a Unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors and ceilings; non-supporting interior walls; and all utility pipes, lines, systems, fixtures or appliances found within the boundary lines of the Unit and serving only that Unit.

6. DESCRIPTION OF PARKING AREA.

There shall be an individual one-car garage as well as a carport for one car located below the living area of each Unit; provided, however, Unit 6 shall have two garages and two carports appurtenant to such Unit. Each garage shall be included as part of the Unit to which it is appurtenant, and each carport shall be designated as Limited Common Area, reserved for the use of the Owner of the Unit to which such carport is appurtenant.

7. DESCRIPTION OF COMMON AREAS AND FACILITIES.

The Common Areas and Facilities shall mean and include the land on which the Building is located and all portions of the Property not contained within any Unit, including, but not by way of limitation, the foundations, columns, girders, beams, supports, main walls, roofs, fire escapes and any common entrances and exits of the Building; the grounds; the areas used for storage of janitorial supplies and maintenance equipment and materials; installations of all central services, including power, light, gas, water, and garbage collection; tanks, pumps, motors, fans, ducts and, in general, all apparatuses and installations existing for common use; any common recreational facilities; all outdoor lighting, fences, landscaping, sidewalks and roads; all driveways; all uncovered parking spaces; any utility pipes, lines or systems servicing more than a single Unit; all ducts, flues, chutes, wires, conduits and other accessories and utility installations to the outlets used

MAY 5525 PAGE 788

therewith; all other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities on the Map; and all repairs and replacements of any of the foregoing.

8. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES.

Limited Common Areas and Facilities shall mean and include those portions of the Common Areas and Facilities reserved for the use of certain units to the exclusion of other units as shown on the Map, including, without limitation, balconies and carports. The use and occupancy of designated Limited Common Areas and Facilities shall be reserved to its associated Unit; and each Unit Owner is hereby granted an irrevocable license to use and occupy said Limited Common Areas and Facilities.

9. UNIT OWNERSHIP.

9.1 The percentage of undivided interest in the Common Areas and Facilities appertaining to each Unit and its Owner for all purposes, including voting, is set forth in Appendix A. Such percentages have been computed by dividing the approximate square footage of each Unit by the total approximate square footage of all Units in the Project. Declarant reserves the right to round off or otherwise adjust the square footages and undivided interests, as may be necessary to assure that the total interests equal one hundred percent (100%), as required by the Act.

9.2 A Unit Owner shall have the exclusive ownership and use of his Unit, subject to the provisions of this Declaration and Bylaws, and shall have a common right to share with other Unit Owners in the Common Areas and Facilities of the Property.

10. PURPOSE OF THE PROJECT.

10.1 The purpose of the Project is to provide residential housing for Unit Owners, their respective families, tenants, guests and servants. The Project and each Unit Owner shall be subject to the covenants, conditions and restrictions of the Master Declaration, including but not limited to its provisions regarding use of the Property and common areas, lock-out in the event of avalanche or the threat thereof, timeshare restrictions, road maintenance, Master Association assessments, density limitations, and all other provisions thereof.

10.2 The Units and Common Areas and Facilities shall be occupied and used as follows:

10.2.1 An Owner shall not permit his Unit to be occupied or used other than for residential and lodging purposes.

10.2.2 A Unit Owner shall not obstruct the Common Areas and Facilities. A Unit Owner shall not place or store anything within the Common Areas and Facilities without the prior written consent of the Management Committee or its designee.

10.2.3 Without the prior written consent of the Management Committee or its designee, a Unit Owner shall not permit anything to be done or kept in his Unit or in the Limited Common Areas and Facilities appurtenant to his Unit that would result in an increase in the cost of insurance on the Property, or that would result in the cancellation of insurance with respect to all or any part of the Property, or that would be in violation of any governmental law, ordinance or regulation.

10.2.4 Without the prior written consent of the Management Committee or its designee, a Unit Owner shall not permit any signs, pictures, banners, posters or other objects of any kind to be displayed to the public view from his Unit or from the Limited Common Areas and Facilities appurtenant to his Unit, other than (i) one sign of customary and reasonable dimensions advertising a Unit for sale or lease, displayed from such Unit, and (ii) such signs as may be used by Declarant or its assignees for the purpose of selling, renting, or leasing Units.

10.2.5 A Unit Owner shall not permit any animals of any kind to be raised, bred or kept in his Unit or anywhere else on the Property.

10.2.6 A Unit Owner shall not alter, construct in or remove anything from the Common Areas and Facilities, except with the prior written consent of the Management Committee or its designee.

10.2.7 A Unit Owner shall not violate any of the rules and regulations for the use of Units, Common Areas and Facilities or Limited Common Areas and Facilities adopted by the Management Committee and furnished in writing to the Unit owners.

11. ASSOCIATION OF UNIT OWNERS; MASTER ASSOCIATION; MANAGEMENT COMMITTEE.

11.1 The persons or entities who are Unit Owners at the time of reference shall be members of a Utah non-profit corporation, the characteristics and nature of which are determined by the Act, the Declaration, the Articles and the Bylaws. The name of the corporation and the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suits shall be brought and defended by the Management Committee or officers

BK5575 PG 790

thereof on behalf of, or as agent for the Unit Owners in the manner specified by the Act, this Declaration, Articles and/or the Bylaws is: SUGARPLUM PHASE I CONDOMINIUMS ASSOCIATION OF UNIT OWNERS (the "Association").

11.2 The Association shall be a member of the Sugarplum Master Homeowners Association (the "Master Association"), a Utah non-profit corporation formed pursuant to the provisions of the Master Declaration of Covenants, Conditions and Restrictions of Sugarplum A Planned Unit Development (the "Master Declaration"), filed of record in the office of the Salt Lake County Recorder. The Master Association shall own and maintain the Common Areas and Facilities of Sugarplum, as described in the Master Declaration, including certain recreational amenities which may be constructed in the future for the use and enjoyment of the Unit Owners as well as the owners of all other lots and condominium units in Sugarplum.

11.3 The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by a Management Committee consisting of three (3) natural persons, all of whom shall be Unit Owners except persons appointed to the Management Committee by the Declarant, who need not be Unit Owners. The Management Committee shall be elected as provided in the Bylaws. The rights, duties and functions of the Management Committee may be exercised by Declarant until the date of the first meeting of the Association.

11.4 The Management Committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Act, this Declaration, the Articles and Bylaws, including but not limited to the following:

11.4.1 To make and enforce all rules and regulations covering the operation and maintenance of the Property.

11.4.2 To engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation therefor, provided that any management agreement for the Project will be terminable by the Association upon 30 days' written notice thereof, and that the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods.

11.4.3 To operate, maintain, repair, improve and replace the Common Areas and Facilities.

11.4.4 To determine and pay the Common Expenses.

11.4.5 To assess and collect the proportionate share of Common Expenses from the Unit Owners.

5525 751

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

11.4.7 To open bank accounts on behalf of the Association and to designate the signatures therefor.

11.4.8 To purchase, hold, sell, convey, mortgage or lease any one or more Units in the name of the Association or its designee.

11.4.9 To bring, prosecute and settle litigation for itself, the Association and the Project, provided that it shall make no settlement which results in a liability against the Management Committee, the Association or the Project in excess of Three Thousand Five Hundred Dollars ($3,500) without prior approval of a majority of Unit Owners.

11.4.10 To obtain insurance for the Association with respect to the Units and the Common Areas and Facilities, as well as workmen's compensation insurance, if required.

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

11.4.12 To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Unit Owners, items of personal property necessary or convenient to the management of the business and affairs of the Association and the Management Committee and in the operation of the Project, including without limitation furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

11.4.13 To keep adequate books and records.

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

11.5 The Management Committee may delegate to a manager or managing company all of the foregoing powers, duties and responsibilities referred to in Section 11.4 above except: the final determination of Common Expenses, budgets and assessments based thereon; the promulgation of rules and regulations; the power to enter into any contract involving more than Three Thousand Five Hundred Dollars ($3,500) in any one fiscal year; the opening of bank accounts; the power to purchase, hold, sell, convey, mortgage or lease any Units in the name of the

BK5555 PG 792

Association; the authority to bring, prosecute and settle litigation.

11.6 Members of the Management Committee, the officers and any assistant officers, agents and employees of the Association (i) shall not be liable to the Unit Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Unit Owner or any person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Project, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

11.7 The Unit Owners shall indemnify and hold harmless any person, his heirs and personal representatives, from and against all personal liability and all expenses, including attorneys' fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Unit Owners, or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Management Committee or an officer or assistant officer, agent or employee of the Association, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, provided that in the case of any settlement, the Management Committee shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement, vote of Unit Owners or the Management Committee or otherwise. The indemnification by the Unit Owners as contained herein shall be paid by the Management Committee on behalf of the Unit Owners and shall constitute a common expense and shall be assessed and collectible as such.

11.8 The Management Committee may procure appropriate fidelity bond coverage for any person or entity handling funds of the Association, including, but not limited to, employees of any manager or managing company engaged by the Management Committee pursuant to Subsection 11.4.2 above.

12. MAINTENANCE, ALTERATION AND IMPROVEMENT.

12.1 The maintenance, replacement and repair of the Common Areas and Facilities, and all conduits, ducts, plumbing, wiring and other facilities for the furnishing of heat, gas, light, power, air conditioning, water and sewer service contained in the portions of the Units that service part or parts of the Property other than the Unit in which they are contained, shall be the responsibility of the Management Committee, and the cost thereof shall be a Common Expense. All incidental damages caused to a Unit by the maintenance, replacement and repairs of the Common Areas and Facilities or utility services shall be repaired promptly and the cost thereof charged as a Common Expense.

12.2 A Unit Owner shall be responsible to maintain, repair, replace and keep in a clean and sanitary condition, at the Unit Owner's expense, all portions of his Unit, except those portions to be maintained, repaired and replaced by the Management Committee. The Management Committee is authorized to adopt rules and regulations with respect to maintenance to preserve the overall aesthetic appearance of the Project.

12.3 The Management Committee shall have a reasonable right of entry upon the premises of any Unit to effect any emergency or other necessary repairs which the Unit Owner has failed to perform, and the cost of such repairs shall be charged to the Owner of the Unit so affected.

13. INSURANCE.

13.1 The Management Committee shall obtain and maintain at all times insurance of the type and kind as provided herein and including insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to other properties similar to the Project in construction, design and use. The Management Committee shall make every reasonable effort to obtain insurance with the following provisions or endorsements:

13.1.1 Exclusive authority to adjust losses shall be vested in the Management Committee as insurance trustee;

13.1.2 The insurance coverage shall not be brought into contribution with insurance purchased by individual Unit Owners or their respective Mortgagees;

13.1.3 Each Unit Owner may obtain additional insurance covering his real and personal property interest at his own expense;

13.1.4 The insurer waives its right of subrogation as to any claims against each Unit Owner;

BOOK 5525 PAGE 794

13.1.5 The insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any one or more individual Unit Owners or their respective tenants, employees, agents, contractors and guests;

13.1.6 The insurance coverage cannot be cancelled, invalidated or suspended because of the conduct of any officer or employee of the Association or Management Committee or their employees, agents or contractors, without prior demand in writing that the Management Committee cure the defect, and then only if the defect is not cured within fifteen (15) days after receipt of said demand by the Management Committee.

13.2 The Management Committee, for the benefit of the Property and the Unit Owners, shall maintain a policy or policies of casualty and multi-risk "all peril" insurance on the Property, with the provisions and endorsements as set forth in Section 13.1 above, if obtainable, and with extended coverage endorsements for the full insurable replacement value of the Units, Common Areas and Facilities, common personal property and fixtures payable to the Management Committee as insurance trustee to be disbursed in accordance with the terms of this Declaration. The limits and coverage of said insurance shall be reviewed at least annually by the Management Committee. Said policy or policies shall provide for a separate loss payable endorsement in favor of the Mortgagee or Mortgagees, if any, of each Unit.

13.3 The Management Committee shall obtain a policy or policies of insurance insuring the Management Committee, the Unit Owners and their respective tenants, servants, agents or guests against any liability to the public or to the Owners of Units, members of the households of Unit Owners and their respective invitees or tenants arising out of and incident to the ownership and/or use of the Property, including the personal liability exposure of the Unit Owners incident to the ownership and/or use of the Property. Limits of liability under such insurance shall not be less than One Million Dollars ($1,000,000) for any one person injured in any one occurrence, and shall not be less than Three Hundred Thousand Dollars ($300,000) for property damage in each occurrence. The limits in coverage of said liability policy or policies shall be reviewed at least annually by the Management Committee and increased or decreased at its discretion, provided that such limits shall not fall below the minimums specified in this Section. Said policy or policies shall be issued on a comprehensive liability basis, and if possible, shall provide cross-liability endorsements for possible claims of any one or more or group of insureds against any one or more or group of insureds without prejudice to the right of a named insured under the policies to maintain an action against another named insured.

13.4 Each Unit Owner shall be required to notify the Management Committee of all improvements made to his Unit, the value of which is in excess of Two Thousand Dollars ($2,000) and

shall be liable for any increased insurance premium for insurance maintained by the Management Committee occasioned thereby. Each Unit Owner shall bear the risk of loss for all improvements made to his Unit that were not the subjects of notice to the Management Committee.

13.5 Any Unit Owner who obtains individual insurance coverage covering any portion of the Property, other than personal property belonging to such Owner, shall be required to file a copy of such individual policy or policies with the Management Committee within thirty (30) days after obtaining such insurance coverage.

13.6 No Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount that the Management Committee on behalf of all the Unit Owners may realize under any insurance policy that the Management Committee may have in force covering the Property or any part thereof at any time.

14. DESTRUCTION OR DAMAGE.

14.1 In case of fire, avalanche or any other disaster which causes damage or destruction to all or part of the Building, the Management Committee, with the help of an independent appraisal, shall determine the percentage of the Building that was destroyed or substantially damaged. If less than three-fourths (3/4) of the Building was destroyed or substantially damaged, the Management Committee shall arrange for the prompt repair and restoration thereof, using the proceeds of insurance on the Building for that purpose, and the Unit Owners shall be liable for assessment for any deficiency in proportion to their respective percentages of undivided interest in the Common Areas and Facilities. Reconstruction of the Building shall mean the restoring of the Building to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having the same vertical and horizontal boundaries as before, unless the destruction or damage is by reason of eminent domain, in which event the provisions of Section 16 hereof shall apply.

14.2 If three-fourths (3/4) or more of the Building is destroyed or substantially damaged, the Management Committee shall, within one hundred (100) days after such destruction or damage, call a special meeting of the Association for the purpose of deciding whether nor not the Building shall be repaired or restored. If Owners holding three-fourths (3/4) or more of the undivided interests in the Common Areas and Facilities, in person or by proxy, vote to repair or restore the Building, the Management Committee shall promptly arrange for the reconstruction of the Building using the proceeds of insurance on the Building for that purpose, and the Unit Owners shall be

805525 BK 296

liable for assessment for any deficiency in proportion to their respective percentages of undivided interest in the Common Areas and Facilities. If the destruction or damage is by reason of eminent domain, the provisions of Section 16 hereof shall apply. At such election, if Owners holding three-fourths (3/4) or more of the undivided interests in the Common Areas and Facilities do not vote, either in person or by proxy, to make provision for reconstruction, the Management Committee shall record with the Recorder of Salt Lake County a notice setting fourth such facts, and upon the recording of such notice (i) the Property shall be deemed to be owned in common by the Unit Owners as tenants in common, each Owner owning an undivided interest in the Property equal to his percentage ownership in the Common Areas and Facilities as set forth in Appendix A; (ii) any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interests of the Unit Owners in the Property and (iii) the Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, shall be considered as one fund, to be held by the Management Committee as trustee, and shall be divided among all Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the Property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for such purposes, all sums necessary to satisfy liens on the undivided interest in the Property owned by each Unit Owner.

14.3 For purposes of this Section 14, the terms "disaster", "destruction" or "substantial damage" shall also mean and include a temporary or permanent taking, injury or destruction of all or part of the Common Areas and Facilities or one or more Units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation.

14.4 In the event of substantial damage to or destruction of any Unit or any part of the Common Areas or Limited Common Areas, the Mortgagee of any affected Unit will be entitled to a timely written notice of any such damage or destruction and no provision of any document establishing this Project shall entitle the Unit Owner or any other party to priority over such Mortgagee with respect to the distribution of any insurance proceeds.

15. TERMINATION.

15.1 In the event that such fraction or percentage of the Building is destroyed or substantially damaged so as to bring into effect the provisions of Section 14.2 above and the Unit Owners do not vote to reconstruct the Building as provided therein, the Property shall be removed from the provisions of the

BOOK 5525 PG 797

Act without further agreement one hundred and one (101) days after such destruction or damage.

15.2 All of the Unit Owners may remove the Property from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the Units consent or agree by instruments duly recorded that their liens be transferred to the percentage of the undivided interest of the Unit Owners in the Property.

15.3 After removal of the Property from the Act, the Unit Owners shall own the Property and all assets of the Association as tenants in common and the respective Mortgagees and lienors shall have mortgages and liens upon the respective undivided interests of the Unit Owners. Such undivided interests of the Unit Owners shall be the same as the percentage of undivided interest in the Common Areas and Facilities appurtenant to the Owners' Units prior to removal from the Act.

15.4 This Section 15 cannot be amended without consent of all Unit Owners and all record owners of mortgages or trust deeds on Units.

16. EMINENT DOMAIN.

16.1 Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Areas and Facilities or one or more Units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Management Committee and each Unit Owner and Mortgagee shall be entitled to timely notice thereof and the Management Committee shall, and the Unit Owners and Mortgagees at their respective expense may, participate in the proceedings incident thereto.

16.2 With respect to the Common or Limited Common Areas and Facilities, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. After such determination, each Unit Owner shall be entitled to a share in the damages in the same proportion as his percentage of undivided interest in the Common Areas and Facilities. This provision does not prohibit a majority of Unit Owners from authorizing the Management Committee to use such damages or awards for replacing or restoring the Common Areas and Facilities so taken on the remaining land or on other acquired land, provided that this Declaration and the Map are duly amended. No provision of any document establishing this Project shall entitle any Unit Owner or other party to priority over the Mortgagee of any Unit with respect to the distribution to the Unit of the proceeds of any award or settlement.

BOOK 5525 PAGE 798

16.3 With respect to one or more Units or portions thereof, the damages or awards for such taking shall be deemed to be proceeds from insurance on account of damage or destruction pursuant to Section 14 above and shall be deposited with the Management Committee as trustee. Even though the damage or awards may be payable to one or more Unit Owners, the Unit Owners shall deposit the damages or awards with the Management Committee as trustee. In the event a Unit Owner refuses to so deposit his award with the Management Committee, then at the option of the Management Committee, either a special assessment shall be made against the defaulting Unit Owner and his Unit in the amount of this award or the amount of such award shall be set off against the sum hereafter made payable to such Unit Owner.

16.4 In the event the Property is removed from the provisions of the Act pursuant to Sections 14 and 15 above, the proceeds of the damages or awards shall be distributed or used in accordance with and the Owners of the affected Units shall have the rights provided in Section 14.2 above.

16.5 If one or more Units are taken, in whole or in part, and the Property is not removed from the provisions of the Act, the taking shall have the following effects:

16.5.1 If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenantable, the Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit. The balance of the award, if any, shall be distributed to the Mortgagee to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Unit Owner. The affected Unit Owner's percentage of undivided interest in the Common Areas and Facilities shall be equitably reduced and are allocated as an addition to the percentage of undivided interest of the other Unit Owners, in accordance with the provisions of U.C.A. §57-8-32.5 (1953, as amended).

16.5.2 If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award shall be distributed to the Mortgagee of the Unit to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Unit Owner. The remaining portion of such Unit, if any, shall become a part of the common elements and shall be placed in condition for use by all Unit Owners in the manner approved by the Management Committee. The percentages of undivided interest in the Common Areas and Facilities appurtenant to the Units that continue as part of the Property shall be equitably adjusted to distribute the ownership of the Common Areas and Facilities among the reduced number of Unit Owners.

16.6 Changes in Units, in the Common Areas and Facilities and in the ownership of the Common Areas and Facilities that are

BK5525 PG 799

affected by the taking referred to in this Section 16 shall be evidenced by an amendment to this Declaration and the Map, which need not be approved by the Unit Owners.

17. MORTGAGEE PROTECTION.

17.1 The term "Mortgage" as used herein shall mean any recorded first Mortgage having priority over other mortgages and shall include a recorded deed of trust. The term "Mortgagee" shall mean the Owner and holder, including an institutional holder, of a Mortgage, deed of trust or equivalent security interest in any Unit.

17.2 The Management Committee shall maintain a roster of Unit Owners from the evidence of change of ownership furnished to the Management Committee, which roster shall include the mailing addresses of all Unit Owners. The Management Committee will also maintain a roster containing the name and address of each Mortgagee of a Unit if the Committee is provided notice of such Mortgage by way of a certified copy of the recorded instrument evidencing the Mortgage and containing the name and address of the Mortgagee. The Mortgagee shall be stricken from the roster upon request by such Mortgagee or upon receipt by the Management Committee of a certified copy of a recorded release or satisfaction of the Mortgage. Notice of such removal shall be given to the Mortgagee unless the removal is requested by the Mortgagee.

17.3 The Management Committee shall, upon written request, give to any Mortgagee on the roster written notification of any default by the mortgagor of the respective Units in the performance of such mortgagor's obligations under the Declaration which is not cured within thirty (30) days.

17.4 Any Mortgagee shall, upon written request, be entitled to (a) inspect the books and records of the Association during normal business hours; and (b) receive an annual financial statement of the Association within a reasonable time following the end of any fiscal year of the Association; and (c) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

17.5 A Mortgagee of any Unit who comes into possession of the Unit by virtue of any of the remedies provided in the Mortgage, including foreclosure of the Mortgage, or by way of deed or assignment in lieu of foreclosure, shall take the Property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrued prior to the time such Mortgagee comes into the possession of the Unit, except for claims for a pro rata share of such assessments or charges

BK 5525 PG 800

resulting from a pro rata reallocation of such assessment or charges to all Units, including the mortgaged Unit.

17.6 Any liens created under the Act or pursuant to this Declaration or the Bylaws upon any Unit shall be subject and subordinate to and shall not affect the rights of a Mortgagee under a Mortgage on such Unit made in good faith and for value; provided, however, that any lien created after a foreclosure sale shall have the same effect and be enforced in the same manner as provided in the Act, the Declaration and/or the Bylaws.

17.7 Any lien which the Association may have on any Unit for the payment of common expense assessments attributable to such Unit shall be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date any such common expense assessments become due.

17.8 The prior written approval of each Mortgagee of any Unit will be required for the following:

17.8.1 The abandonment or termination of 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 a taking by condemnation or eminent domain.

17.8.2 Any material amendment to this Declaration or to the Articles or Bylaws of the Association, including, but not limited to, any amendment which would change the percentage interests of the Unit Owners in the Property.

17.8.3 The partition or subdivision of any Unit or of the Common Areas and Facilities or Limited Common Areas and Facilities.

17.9 No amendment to this Section 17 shall adversely affect a Mortgagee who has recorded a valid Mortgage prior to the recordation of any such amendment.

18. ENCROACHMENTS.

18.1 None of the rights and obligations of any Unit Owners created by this Declaration, the Bylaws or by a deed conveying a Unit shall be affected in any way by an encroachment (i) by any portion of the Common Areas and Facilities upon any Unit, (ii) by any Unit upon any portion of the Common Areas and Facilities or (iii) by any Unit upon another Unit, due to minor and professionally acceptable errors in the construction, reconstruction, shifting, settlement or movement of a Building or other structures, including the rebuilding of a Building or other structures after fire or other casualty or an eminent domain taking or delivery of a deed in lieu of condemnation, unless there occurs an encroachment that results from the willful or

BK5525 PAGE 801

negligent act or omission of the Owner of the encroaching Unit, or of the Owners of the Units to which the use of the encroaching Limited Common Areas and Facilities is appurtenant, or of the Management Committee in the event of an encroachment by any portion of the Common Areas and Facilities other than the Limited Common Areas and Facilities.

18.2 There are hereby created valid easements for any encroachments permitted by this Section 18 of this Declaration, and the maintenance thereof, so long as such encroachments exist.

19. CONVEYANCES; EASEMENTS; LEASES.

19.1 Every deed, lease, Mortgage or other instrument may describe a Unit by its identity number as set forth in Appendix A and in the Map. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber or otherwise affect the Unit Owner's corresponding percentage of undivided ownership in the Common Areas and Facilities as set forth in Appendix A even though the same is not mentioned or exactly described.

19.2 Any lease covering a Unit shall be in writing and shall provide that the terms of the lease are subject in all respects to the provisions of the Declaration, the Articles and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. No Unit Owner may lease less than his entire Unit.

19.3 Every deed, lease, Mortgage or other similar instrument shall be deemed to:

19.3.1 Except and reserve with respect to a Unit (i) any portion of the Common Areas and Facilities lying within said Unit; (ii) easements through said Unit appurtenant to the Common Areas and Facilities and all other Units for support and repair of the Common Areas and Facilities and all other Units; and (iii) easements appurtenant to the Common Areas and Facilities for encroachments upon the air space of said Units by those portions of the Common Areas and Facilities located within said Unit.

19.3.2 Include with respect to a Unit non-exclusive easements for ingress and support of said Unit through the common areas and facilities for the repair of said Unit through all other Units and through the Common Areas and Facilities and for the use of the balconies and other Limited Common Areas appurtenant to such Unit as indicated in Section * above and on the Map.

19.3.3 Except and reserve with respect to the percentage of undivided interest in the Common Areas and Facilities non-exclusive easements appurtenant to all Units for

BK 5525 PAGE 802

ingress, egress, support and repair and exclusive easements appurtenant to each Unit for the use of the balconies and other Limited Common Areas appurtenant to such Unit as set forth in Section 8 above and on the Map.

19.3.4 Include with respect to the percentage of undivided interest in the Common Areas and Facilities non-exclusive easements through each Unit for support and repair of the Common Areas and Facilities and non-exclusive easements for encroachments upon the air space of all of the Units by and for the portions of the Common Areas and Facilities lying within the Units.

20. COMBINATION OF UNITS.

20.1 An Owner of two or more adjoining Units shall have the right, upon approval of the Management Committee, to combine such Units or portions thereof.

20.2 An amendment to the Declaration, together with an amended Map containing the same information with respect to the altered Units as required in the initial Declaration and the Map with respect to the initial Units shall be prepared and recorded at the expense of the Unit Owner making such combination.

20.3 An amendment to the Declaration or the Map pursuant to this Section 20 shall reflect the changes occasioned by the combination to include a change in the percentages of undivided interest in the Common Areas and Facilities which are appurtenant to the Units involved. The remaining combined Unit, if two or more Units are totally combined, will acquire the total of the percentages of undivided interest in the Common Areas and Facilities appurtenant to the Units that were combined as set forth in Appendix A. If a portion of one Unit is combined with another, the resulting Units shall acquire a proportionate percentage of the total undivided interest in the Common Areas and Facilities of the Units involved in the combination on the basis of the approximate square footage remaining in the respective combined Units; provided, however, that the resultant percentage shall be equal to the sum of the undivided interests in the affected Units prior to such combination. The percentage of undivided interest in the Common Areas and Facilities appurtenant to all unaffected Units shall not be changed. All such amendments must be consented to by the Management Committee and also all persons holding interests in the Units affected. The consent of unaffected Unit Owners need not be obtained to make such amendments or alterations valid, provided the percentages of undivided interest in the Common Areas and Facilities of such Unit Owners remain unchanged.

20.4 All such amendments to the Declaration and the Map must be approved by attorneys employed by the Management

BK5525 PG 803

Committee to insure the continuing legality of the Declaration and the Map. The cost of such review by the attorneys shall be borne by the person wishing to combine the Units.

21. AMENDMENT.

Except as otherwise provided in this Declaration and except as prohibited by the Act, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by Unit Owners who own three-fourths (3/4) or more of the undivided interests in the Common Areas and Facilities. Any such amendment shall be effective upon recording.

22. ASSESSMENTS.

22.1 The making and collection of assessments from Unit Owners for their share of Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

22.1.1 Each Unit Owner, including Declarant so long as Declarant owns any Units, shall be liable for a proportionate share of the Common Expenses, such share being the same as the percentage of undivided interest in the Common Areas and Facilities appurtenant to the Unit owned by him. Assessments of Common Expenses shall commence as to all Units on the first day of the month following the closing of the first Unit sold.

22.1.2 Assessments and any installments thereof not paid on or before ten (10) days after the date when due shall bear interest at the minimum rate of twelve percent (12%) per annum, or at such higher rate of interest as may be set by the Management Committee, from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.

22.1.3 There shall be a lien upon the applicable Unit for unpaid assessments which shall also secure reasonable attorneys' fees and all costs and expenses, including taxes, if any, incurred by the Management Committee because of such a lien. The lien for assessments shall be superior (prior) to all other liens and encumbrances except assessments, liens and charges in favor of the State or any political subdivision thereof, for taxes past due and unpaid on the Unit, and amounts due under duly recorded mortgages.

22.1.4 In any foreclosure of a lien for assessments, the Unit Owner subject to the lien shall be required to pay a reasonable rental for the Unit, and the Management Committee shall be entitled to the appointment of a receiver to collect the same.

BOOK 5525 PAGE 804

22.2 The Management Committee may include in the monthly assessments amounts representing contributions to the capital of the Association to be used for the replacement of or additions to capital items or improvements in the Project. Said amounts shall be set up as capital accounts for each Unit. In the event of transfer of a Unit, the capital account shall be deemed transferred to the transferee of the Unit.

22.3 In assessing the Unit Owners for capital improvements to the Common Areas and Facilities, there shall be no single improvements exceeding the sum of Three Thousand Five Hundred Dollars ($3,500) made by the Management Committee without the same having been first voted on and approved by two-thirds (2/3) or more vote in fractional ownership interest of those present in person or by proxy at a meeting of the Association duly called for that purpose. The foregoing shall not apply in connection with damage or destruction referred to in Section 14 hereof or to such structural alterations of capital additions or capital improvements to the Common Areas and Facilities as are necessary in the Management Committee's reasonable judgment to preserve or maintain the integrity of the Common Areas and Facilities.

22.4 If a Unit Owner shall at any time lease his Unit and shall default for a period of one month in the payment of assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant of the Unit Owner the rent due or becoming due and the payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant for rent due, and of the Unit Owner for such assessments to the extent of the amount so paid.

22.5 The Management Committee shall handle all assessments hereunder, whether for Common Expenses or as capital contributions, so as to comply with applicable provisions of the Internal Revenue Code and the regulations adopted thereunder as well as applicable State and local tax laws and to avoid undue adverse tax consequences that might result to the Association or individual Unit Owners.

23. VOTING.

At any meeting of the Association, each Unit Owner, including Declarant, either in person or by proxy, shall be entitled to cast the number of votes related to his Unit as set forth in Appendix A. The voting rights appurtenant to each Unit shall vest at the time that assessments for Common Expenses are first levied against such Unit by the Association. If there is more than one Unit Owner with respect to a particular Unit, any or all of such Unit Owners may attend any meeting of the Association, but it shall be necessary for all such Unit Owners

625525 BK 605

present, in person or by proxy, to act unanimously in order to cast the votes appertaining to their Unit.

24. NOTICES.

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered twenty-four (24) hours after a copy of the same has been deposited in the U.S. postal service, postage prepaid, return receipt requested. Notice to Unit Owners shall be addressed to each Unit Owner at the address given by such Unit Owners to the Management Committee for the purpose of service of such notice, or to the Unit of such Owner if no such address has been given to the Management Committee. Such address may be changed from time to time by notice in writing to the Management Committee. Notice to the Management Committee shall be addressed to:

Management Committee
Sugarplum Phase I Condominiums
340 Whitney Avenue
Salt Lake City, Utah 84115

25. AGENT FOR SERVICE.

Until such time as Declarant transfers the right and responsibility to elect a Management Committee to the Unit Owners as provided in the Bylaws, the name and address of the person in Salt Lake County, Utah, for the service of notice of process in matters pertaining to the Property as provided under the Act is:

Steven D. Peterson
American Plaza II, Suite 400
57 West 200 South
Salt Lake City, Utah 84101

26. NO WAIVER.

The failure of the Management Committee or its agents or designees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, the Articles, the Bylaws or any rules and regulations promulgated by the Management Committee, to exercise any right or option herein contained or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Management Committee or its agent or

6005525 PAGE 806

designee of the payment of any assessment from a Unit Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Management Committee.

27. ENFORCEMENT.

Each Unit Owner shall strictly comply with the provisions of the Declaration, the Articles, the Bylaws, the rules and regulations and decisions issued pursuant thereto. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee or its agent or designee on behalf of the Unit Owners, or in an appropriate case, by an aggrieved Unit Owner.

28. DECLARANT AND DECLARANT'S USE.

28.1 The term "Declarant" as used herein shall mean and include Sorenson Resources Company, a Utah corporation, any person or persons who might acquire title from them through sale, exchange, foreclosure or deed in lieu of foreclosure; or, in the situation where there remain unsold three or more Units, any person or entity who should purchase all, or substantially all, of such remaining unsold Units in a sale in the nature of a bulk sale.

28.2 Declarant and persons it may select from time to time shall have the rights granted under Section 57-8-13.14 of the Act, including but not limited to the right of ingress and egress over, upon and across the Common Areas and Facilities and limited Common Areas and Facilities and the right to store materials therein and to make such other use thereof as may be necessary and incident to the development and sale of all of the Units as determined by the declarant in its sole discretion.

29. SEVERABILITY.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

BOOK 5525 PAGE 807

30. CAPTIONS.

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

31. LAW CONTROLLING.

This Declaration, the Map, the Articles and the Bylaws shall be construed and controlled by and under the laws of the State of Utah.

32. EFFECTIVE DATE.

This Declaration shall take effect when recorded.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 13th day of January, 1984.

SORENSON RESOURCES COMPANY

By _____
Its Secretary/Treasurer

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 13th day of January, 1984, personally appeared before me Walter J. Plumb III, who being by me duly sworn did say that he the said Walter J. Plumb III is the Secretary/Treasurer of SORENSON RESOURCES COMPANY, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Walter J. Plumb III duly acknowledged to me that said corporation executed the same.

My Commission Expires: _____

NOTARY PUBLIC _____
Residing at: Salt Lake

BOOK 5525 PAGE 808

APPENDIX A

SUGARPLUM PHASE I CONDOMINIUMS

UNIT NO.	APPROXIMATE SQ. FOOTAGE	SHARE OF OWNERSHIP OF COMMON AREAS AND FACILITIES	VOTES
1	2,850	14.14%	1
2	2,850	14.14	1
3	2,850	14.14	1
4	2,850	14.14	1
5	2,850	14.14	1
6	5,900	29.30	2
TOTAL	20,150	100.00%	7

BOOK 525 PAGE 809

APPENDIX B

BYLAWS

OF

SUGARPLUM PHASE I CONDOMINIUMS ASSOCIATION OF UNIT OWNERS

A Utah Nonprofit Corporation

Pursuant to the provisions of the Utah Nonprofit Corporation and Co-operative Association Act, the Management Committee of Sugarplum Phase I Condominiums Association of Unit Owners, a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

ARTICLE I

NAME, PRINCIPAL OFFICE

1.01. Name. The name of the nonprofit corporation is Sugarplum Phase I Condominiums Association of Unit Owners, hereinafter referred to as the "Association."

1.02. Offices. The principal office of the Association shall be at 340 Whitney Avenue, Salt Lake City, Utah 84115.

ARTICLE II

DEFINITIONS

2.01. Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in Article II of the Declaration of Condominium of the Sugarplum Phase I Condominiums, hereinafter referred to as the "Declaration," shall have such defined meanings when used in these Bylaws.

ARTICLE III

PURPOSES

The Association is organized as a nonprofit corporation and shall be operated exclusively for the purpose of maintaining, operating and governing the Units within a certain tract of real property in Salt Lake County, State of Utah, commonly referred to as Sugarplum Phase I Condominiums (the "Project").

BOOK 5625 PAGE 810

No dividend shall be paid and no part of the net income of the Association, if any, shall be distributed to the Members, Management Committee or Officers of the Association, except as otherwise provided herein, or under Utah law.

ARTICLE IV

POWERS OF THE ASSOCIATION

Subject to the purposes declared in Article III above and any limitations herein expressed, the Association shall have and may exercise each and all of the following powers and privileges:

(a) All of the powers and privileges to perform all of the duties and obligations of the Association as set forth in the Declaration as recorded in the office of the county recorder of Salt Lake County, State of Utah and as the same may be amended from time to time as therein provided; and

(b) The power to acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

ARTICLE V

MEMBERSHIP

Declarant and each owner of a Unit shall constitute the Members of the Association. No persons or entities other than Declarant or the owners of Units in the Project may be members of the Association.

ARTICLE VI

MEMBERSHIP CERTIFICATES

The Association may issue certificates of Membership, but such certificates shall not be necessary to evidence Membership in the Association. Membership in the Association shall begin:

(a) for each Unit Owner, upon acquisition of a Unit; and

(b) for Declarant, upon the filing of the Declaration in the office of the Salt Lake County Recorder.

Membership in the Association shall immediately and automatically cease:

(a) for each Unit Owner, upon the sale of his Unit; and

(b) for Declarant, at such time as all the Units have been sold.

ARTICLE VII

MEMBERS MEETINGS

7.01. Annual Meetings. The annual meeting of Members of the Association shall be held on the first Thursday in June of each year at 7:00 p.m. However, the initial meeting of the Association shall be held within 45 days after the closing of the sale of all the Units in the Project. The initial meeting and each annual meeting of the Association shall be held for the purpose of electing the Management Committee and transacting such other business as may come before the meeting. The Management Committee may from time to time by resolution change the date and time for the annual meeting of the Members.

7.02. Special Meetings. Special meetings of the Members shall be promptly called by the Management Committee upon:

(a) the vote for such meeting by a majority of a quorum of the Management Committee; or

(b) the written request of Members representing at least fifty percent (50%) of the total voting power of the Association.

7.03. Place of Meetings. Meetings of the Association shall be held within the Project or at some other location in Salt Lake County, Utah, as designated by the Management Committee. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association, as set forth in Article I hereto.

7.04. Notice of Meetings. The Management Committee shall cause written or printed notice of regular and special meetings to be delivered, personally or by mail, to each Member of record. This notice shall be given not less than ten (10) nor more than ninety (90) days before the date of any meeting. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at its registered address, with

BOOK 5525 PG. 812

first-class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association.

7.05. Quorum. At any meeting of the Association, the presence of Members holding at least a majority of the total votes of the Association shall constitute a quorum for the transaction of business. In the absence of a quorum at an Association meeting, those representing a majority of the voting power present may adjourn the meeting to another time but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not less than five (5) days and not more than thirty (30) days from the original meeting date. The quorum for an adjourned meeting shall be the presence of Members holding at least twenty-five percent (25%) of the total votes of the Association. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed in Section 7.04 hereof for regular meetings.

7.06 Votes. Except for the votes of Declarant, all voting rights of the Association shall be exercised by the Members, or their duly authorized proxies, in accordance with the provisions of the Declaration and these Bylaws.

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

7.09. Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Association, except the election of the Management Committee, may be taken without a meeting, if a consent in writing complying with the provisions of applicable state law, setting forth the action so taken, shall be signed by the authorized representatives of all of the Members entitled to vote with respect to the subject matter thereof.

ARTICLE VIII

MANAGEMENT COMMITTEE

8.01. General Powers. The property affairs and business of the Association shall be managed by its Management Committee. The Management Committee may exercise all of the

0?/5525 PAGE 013

powers of the Association, whether derived from law, the Articles of Incorporation, the Declaration, or these Bylaws, except such powers as are by law, by these Bylaws, by the Articles of Incorporation or by the Declaration vested solely in the Members.

8.02. Election, Number, Tenure and Qualifications. The number of members of the Management Committee shall be three (3). The initial Management Committee specified in the Articles of Incorporation shall serve until the initial meeting of the Association as specified in Section 7.01 hereof, at which time all seats on the Committee shall be filled by the vote of the Association as provided herein. All Management Committee members shall be elected to one-year terms. Voting shall be by written secret ballot. Each Committee member shall hold office until his successor shall have been elected and qualified, or until he resigns or is removed pursuant to Section 8.07 hereof. All members of the Management Committee, except the initial members listed in the Articles of Incorporation, must be owners of one or more Units in the Project.

8.03. Regular Meetings. Regular meetings of the Management Committee shall be held at least semi-annually:

(a) immediately after, and at the same place as, the annual meeting of the Members; and

(b) on the first Thursday of December at 7:00 p.m. at a place within the Project as determined by the Management Committee. The Management Committee may from time to time, by resolution, change the dates and times for the regular meetings of the Committee, so long as a meeting is held at least once every six months. Notice of the time and place of each meeting of the Management Committee shall be posted at a prominent place or places within the Project, and shall be communicated to each of the Committee members not less than four (4) days prior to the meeting; provided, however, that notice of a meeting need not be given to any Committee member who has signed a waiver of notice or a written consent to holding of the meeting.

8.04. Special Meetings. Special meetings of the Management Committee may be called by written notice signed by the President of the Association or by any two members of the Management Committee. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of any special meeting shall be posted at a conspicuous place in the Project, and shall be sent to all members of the Committee not less than 72 hours prior to the scheduled time of the meeting; provided, however, that notice of such meeting need not be given to any Committee member

BOOK 5525 PAGE 814

signing a waiver of notice or a written consent to the holding of such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail, with first-class postage thereon prepaid.

8.05. Quorum and Manner of Acting. A majority of the Management Committee members shall constitute a quorum for the transaction of business at any meeting of the Management Committee. The act of a majority of the Committee members present at any meeting at which a quorum is present shall be the act of the Management Committee. The Committee members shall act only as a Committee, and individual Committee members shall have no powers as such. Regular and special meetings of the Management Committee shall be open to all owners of Units in the Project. The Management Committee may, with the approval of a majority of a quorum of its members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

8.06. Compensation. No member of the Management Committee shall receive compensation for any services that he may render to the Association as a Committee member; provided, however, that a Committee member may be reimbursed for expenses incurred in performance of his duties as a Committee member to the extent such expenses are approved by the unanimous vote of the Management Committee and may be compensated for services rendered to the Association other than in his capacity as a Committee member, if such compensation is approved in advance by the unanimous vote of the Management Committee.

8.07. Resignation and Removal. A Committee member may resign at any time by delivering a written resignation to the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Committee member who has been elected by the voting power of the Association may be removed from office prior to the expiration of his term by the vote of at least a simple majority of the Association.

8.08. Vacancies and Newly Created Committee Memberships. If vacancies shall occur in the Management Committee by reason of the death, resignation or disqualification of a Committee member, or if the authorized number of Committee members shall be increased, the Committee members then in office shall continue to act, and such vacancies or newly created positions on the Committee shall be filled by a majority vote of the Committee members then in office, though less than a quorum. Any vacancy in the Management Committee occurring by reason of removal of a Committee member by the Association may be filled by election at the meeting at which such Committee member is

BK5525 PG 815

removed or at any other regular or special meeting of the Association. The Management Committee is not authorized to fill any vacancies on the Committee resulting from the removal of a Committee member. Any Committee member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Trusteeship, as the case may be.

8.09. Informal Action by Management Committee. Any action that is required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Committee members, and an explanation of the action so taken is posted at a prominent place or places within the Common Area of the Project within three (3) days after the written consent of all Committee members has been obtained.

8.10. Budgets and Financial Statements. The Management Committee shall be responsible for the preparation of budgets and financial statements of the Association and for distribution of the same to the Owners in accordance with the requirements set forth in the Declaration. Preparation of those financial documents may be delegated, assigned or contracted for as the Committee sees fit.

ARTICLE IX

OFFICERS

9.01. Officers. The officers of the Association shall be a President, a Vice President, and a Secretary/Treasurer.

9.02. Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Unit Owners annually at the regular meeting of the Association. Each such officer shall hold his office until the next ensuing annual meeting of the Association, or until his death, or until his resignation, disqualification or removal in the manner provided in these Bylaws, whichever first occurs. The President, Vice President, and Secretary/Treasurer (other than the initial ones) shall be and remain Owners of Units in the Project and members of the Management Committee during the entire term of their respective offices.

9.03. Subordinate Officers. The Management Committee may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Management Committee may from time to time determine. Subordinate officers shall be Unit Owners.

9.04. Resignation and Removal. Any officer may resign or be removed in the manner provided for the resignation and removal of Management Committee members, as set forth in Section 8.07 hereof.

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

9.06. President. The President shall be the chief executive officer of the Association and shall exercise general supervision over its property and affairs. He shall sign on behalf of the Association all membership certificates, conveyances, mortgages and contracts and shall do and perform all acts and things which the Management Committee may require of him.

9.07. The Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Management Committee.

9.08. The Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration or any resolution of the Management Committee may require him to keep. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Management Committee may require of him. He shall also have the custody and control of the funds of the Association, subject to the action of the Management Committee, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Management Committee. He shall perform such other duties as the Management Committee may require of him.

9.10. Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of his duties as an officer to the extent such expenses are unanimously approved by the Management Committee and may be compensated for services rendered to the Association other than in his capacity as an officer, if such compensation is approved in advance by the unanimous vote of the Management Committee.

825525 PAGE 817

ARTICLE X

INDEMNIFICATION

10.01. Indemnification. Each Management Committee member now or hereafter serving as such shall be indemnified by the Association against any and all claims and liabilities to which he has or shall become subject by reason of serving or having served as such Committee member or officer, or by reason of any action alleged to have been taken, omitted or neglected by him as such Committee member or officer; and the Association shall reimburse each such person for all legal expenses reasonably incurred by him in connection with any such claim or liability; provided, however, that no such person shall be indemnified against, or be reimbursed for any expense incurred in connection with, any claim or liability arising out of his own willful misconduct or gross negligence.

10.02. Vote of Committee. The amount paid to any Management Committee member by way of indemnification shall not exceed his actual, reasonable and necessary expenses incurred in connection with the matter involved, and such additional amount as may be fixed by a committee of not less than three persons, selected by the Management Committee, who shall be members of the Association, and any determination so made shall be binding on the indemnified officer or trustee.

10.03. State Law. The right of indemnification hereinabove provided for shall not be exclusive of any rights to which any member of the Management Committee of the Association may otherwise be entitled by law.

ARTICLE XI

FISCAL YEAR AND SEAL

11.01. Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January each year and shall end on the 31st day of December next following, except that the first fiscal year shall begin on the date of the closing of the sale of the first Unit in the Project.

11.02. Seal. The Management Committee may by resolution provide an Association seal which shall be circular in form and shall have inscribed thereon the name of the Association.

BK 5525 PG 818

ARTICLE XII

RULES AND REGULATIONS

12.01. Rules and Regulations. The Management Committee may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Declaration or these Bylaws. Each Owner shall be provided with copies of all rules and regulations affecting his Unit as well as copies of all amendments and revisions thereof.

ARTICLE XIII

INSPECTION OF BOOKS AND RECORDS

13.01. Inspection of Books and Records. The membership register, books of account and minutes of meetings of the Members, of the Management Committee and of any committees of the Management Committee shall be made available for inspection and copying by any Unit Owner or his duly appointed representative as provided in the Declaration.

ARTICLE XIV

AMENDMENTS

14.01. Amendments. Except as otherwise provided by law, by the Declaration or by these Bylaws, these Bylaws may be amended, altered or repealed and new bylaws may be made and adopted by the Unit Owners upon the affirmative vote of a majority of the total votes of the Association. No amendment shall be effective unless and until a written instrument setting forth (i) the amended, altered, repealed or new bylaw, (ii) the number of votes cast in favor of such action, and (iii) the total votes of the Association, shall have been executed and verified by the current President of the Association and recorded in the official record of the Association.

BK5525 PAGE 819

The foregoing Bylaws of the Sugarplum Phase I Condominiums Association of Unit Owners have been duly adopted by the Management Committee of said Association.

Walter J. Plumb III,
President

STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

On the 12th day of January, 1984, personally appeared before me Walter J. Plumb III, who being by me duly sworn did say, that he the said Walter J. Plumb III is the President of Sugarplum Phase I Condominiums Association of Unit Owners, a non-profit organization, and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said Walter J. Plumb III duly acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

My Commission Expires:
1-22-84

BOOK 5525 PAGE 820

32

6040448
03/15/95 09:54 AM 72.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
TOWN OF ALTA
REC BY:D KILPACK ,DEPUTY - WI

When Recorded Return to:

Douglas Matsumori
RAY, QUINNEY & NEBEKER
79 South Main Street, Suite 400
Salt Lake City, Utah 84111

6040448

UNANIMOUS CONSENT TO AND SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM OF THE
SUGARPLUM PHASE I CONDOMINIUMS

This Unanimous Consent to and Second Amendment to Declaration of Condominium of the Sugarplum Phase I Condominiums (the "Agreement") is made and entered into as of this 25th day of October, 1993, by and among Thomas P. Lowe and Margaret L. Lowe, Richard Bass, ~~Information Express~~, Robert Gerard, Robert McCormack and Mary McCormack, Dennis McEvoy and Kim ~~McEvoy~~ (collectively referred to as "Unit Owners"), and Colonial Savings and Crossland Mortgage (collectively referred to as "Mortgagees"). Worsencroft

Judith S. Denton

RECITALS

1. A Declaration of Condominium of the Sugarplum Phase I Condominiums (the "Original Declaration") was recorded on October 27, 1983, as Entry No. 3862379 in Book 5502 at Page 1875 of the public records of Salt Lake County, Utah, setting forth the covenants, conditions and restrictions for Phase I of the Sugarplum Planned Unit Development located in the Town of Alta, Salt Lake County, Utah, which Unit Development presently consists of Units Nos. 1, 2, 3, 4, 5, 6, described in the Original Declaration as follows:

> Lot 7 SUGARPLUM PLANNED UNIT DEVELOPMENT located in Section 6, Township 3 South, Range 3 East, S.L.B. & M., according to the official plat thereof, as recorded in the Office of the Salt Lake County Recorder.

2. In connection with the Original Declaration, a Record of Survey Map (the "Map") covering Phase I of the Sugarplum Planned Unit Development was also recorded on October 27, 1983, as Entry No. 3862378 of the public records of Salt Lake County, Utah.

3. The Original Declaration was amended pursuant to the terms of that certain Amended and Restated Declaration of Condominium of the Sugarplum Phase I Condominiums (the "Declaration"), recorded on January 23, 1984, as Entry No. 3895871 in Book 5525 at page 781 of the public records of Salt Lake County, Utah.

4. Thomas P. Lowe and Margaret L. Lowe, owners of Unit No. 6 of the Sugarplum Phase I Condominiums, plan to purchase Unit

BOOK 7116 PG 160

No. 1 and partition that Unit into two separate units. The partition requires that certain amendments be made to the Declaration and to the Map.

5. Under the terms of the Declaration, three-quarters (3/4) of the Unit Owners and all of the Mortgagees must consent to the partition of any unit and to any amendment of the Declaration.

6. Unit Owners and Mortgagees are willing to grant such consent to the partition and to amend the Declaration on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the foregoing, the benefits to be derived by each of the parties hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Unit Owners and Mortgagees hereby agree as follows:

1. Incorporation by Reference. The entire Declaration is incorporated herein by reference as if fully set out herein and is amended as indicated below.

2. Amendments to Declaration. The Declaration is hereby amended as follows:

a. The following language shall be deleted from paragraph 4.1 of the Declaration:

> "The Land shall be improved with a three-story building (the "Building") containing six (6) Units, as well as certain Common and Limited Common Areas and Facilities;"

and the following language shall be substituted in place thereof:

> "The Land shall be improved with a three-story Building (the "Building") containing seven (7) Units, as well as certain Common and Limited Common Areas and Facilities;"

b. The following language shall be deleted from paragraph 6 of the Declaration:

> "There shall be an individual one-car garage as well as a carport for one car located below the living area of each Unit; provided, however, Unit 6 shall have two garages and two carports appurtenant to such Unit. Each garage shall be included as part of the Unit to which it is appurtenant, and

BOOK 7116 PG 1161

each carport shall be designated as Limited Common Area, reserved for the use of the Owner of the Unit to which such carport is appurtenant."

and the following language shall be substituted in place thereof:

"There shall be an individual one-car garage as well as a carport for one car located below the living area of each Unit. Each garage shall be included as part of the Unit to which it is appurtenant, and each carport shall be designated as Limited Common area, reserved for the use of the Owner of the Unit to which such carport is appurtenant."

c. Appendix A to the Declaration shall be deleted in its entirety and Exhibit "A" to this Agreement shall be substituted in place thereof.

3. Consent to Amendments. Each of Unit Owners and Mortgagees hereby consent to the amendments to the Declaration as set forth above, to any ancillary changes to the Declaration that are needed to effectuate the partition, and to any amendments to the Map needed to reflect the partition of Unit No. 1 into two separate units.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and agreement.

5. Binding Nature. This Agreement shall bind and inure to the benefit of the respective heirs, legal representatives, successors, substitutes and assigns of Unit Owners and Mortgagees.

Executed as of the date first above written.

UNIT OWNERS

X Thomas P. Lowe

Thomas P. Lowe

X Margaret L. Lowe

Margaret L. Lowe

Richard Bass

BOOK 7116 PG 1162

STATE OF Minnesota)
: ss.
COUNTY OF Hennepin)

On the 9th day of October, 1993, Thomas P. Lowe and Margaret L. Lowe personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

TIMOTHY N. BECK
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires July 18, 1997

Timothy N. Beck
Notary Public
Residing at 2515 Brookdale Lane
Brooklyn Park, Minnesota 55444

My commission expires:

July 18, 1997

STATE OF _____)
: ss.
COUNTY OF _____)

On the _____ day of October, 1993, Richard Sass personally appeared before me, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

_____
Notary Public
Residing at _____

My commission expires:

_____

BOOK 7116 PG 1163

Information Express

By: _____
Its: _____

_____
Robert Gerard

_____
Robert McCormack

_____
Mary McCormack

X _____
Dennis McEvoy

X _____
Kim ~~McEvoy~~ Wersencroft

MORTGAGEES:

Colonial Savings

By: _____
Its: _____

Crossland Mortgage

By: _____
Its: _____

BOOK 7116 PG 1164

STATE OF _____)
: ss.
COUNTY OF _____)

On the ____ day of October, 1993, Robert McCormack and Mary McCormack personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

_____
Notary Public
Residing at _____

My commission expires:

_____

STATE OF _____)
: ss.
COUNTY OF _____)

Woesencroft

On the ____ day of October, 1993, Dennis McEvoy and Kim McEvoy personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

_____
Notary Public
Residing at _____

My commission expires:

_____

State of California
County of Santa Clara } On October 11, 1993, before me, GARY C. SANCHEZ, a Notary Public, appeared DENNIS McEVOY and KIM WOESENCROFT, who have proved to me, on the basis of satisfactory evidence, that they are the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signatures on the instrument, the persons or the entity upon behalf of which they acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC, State of California

OFFICIAL SEAL
GARY C. SANCHEZ
NOTARY PUBLIC - CALIFORNIA
PLACER COUNTY
My Comm. Expires Sept. 8, 1994

BOOK 7116 PG 1165

Information Express

By: _____
Its: _____

_____
Robert Gerard

_____
Robert McCormack

_____
Mary McCormack

_____
Dennis McEvoy

_____
Kim McEvoy

MORTGAGEES:

Colonial Savings

By: _____
Its: _____

Crossland Mortgage

By: _____
Its: _____

BOOK 7116 PG 1166

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of October, 1993 by _____, the _____ of Information Express.

_____
Notary Public
Residing at _____

My Commission Expires:

_____

STATE OF _____)
: ss.
COUNTY OF _____)

On the 14 day of October, 1993, Robert Gerard personally appeared before me, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

_____
Notary Public
Residing at _____

My commission expires:

NOTARY PUBLIC
CYD BRUNS
P.O. Box [illegible]
Snowflake, Utah 84027
My Commission Expires
[illegible]

BOOK 716 PG 1167

Information Express

By:_____
Its:_____

_____
Robert Gerard

Robert McCormack

Mary McCormack

_____
Dennis McEvoy

_____
Kim McEvoy

MORTGAGEES:

Colonial Savings

By:_____
Its:_____

Crossland Mortgage

By:_____
Its:_____

BOOK 7116 PG 168

STATE OF ILLINOIS)
: ss.
COUNTY OF COOK)

On the 25th day of October, 1993, Robert McCormack and Mary McCormack personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

Robin E. Ballard
Notary Public
Residing at STICKNEY, IL

My commission expires:

8-16-95

" OFFICIAL SEAL "
ROBIN E. BALLARD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/16/95

STATE OF _____)
: ss.
COUNTY OF _____)

On the ___ day of October, 1993, Dennis McEvoy and Kim McEvoy personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

Notary Public
Residing at _____

My commission expires:

_____

BOOK 7116 PG 1169

Judith S. Denton

Judith S. Denton

Robert Gerard

Robert McCormack

Mary McCormack

Dennis McEvoy

Kim McEvoy

MORTGAGEES:

Colonial Savings

By: _____
Its: _____

Crossland Mortgage

By: _____
Its: _____

BOOK 7116 PG 170

STATE OF Alabama
COUNTY OF Madison ; ss

On the 11 day of October, 1993, Judith S. Denton personally appeared before me, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

Laura M Shelby
Notary Public
Residing at Huntsville, Al

My commission expires:

My Commission Expires July 24, 1996

BOOK 7116 PG 171

each carport shall be designated as Limited Common Area, reserved for the use of the Owner of the Unit to which such carport is appurtenant."

and the following language shall be substituted in place thereof:

"There shall be an individual one-car garage as well as a carport for one car located below the living area of each Unit. Each garage shall be included as part of the Unit to which it is appurtenant, and each carport shall be designated as Limited Common area, reserved for the use of the Owner of the Unit to which such carport is appurtenant."

c. Appendix A to the Declaration shall be deleted in its entirety and Exhibit "A" to this Agreement shall be substituted in place thereof.

3. Consent to Amendments. Each of Unit Owners and Mortgagees hereby consent to the amendments to the Declaration as set forth above, to any ancillary changes to the Declaration that are needed to effectuate the partition, and to any amendments to the Map needed to reflect the partition of Unit No. 1 into two separate units.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and agreement.

5. Binding Nature. This Agreement shall bind and inure to the benefit of the respective heirs, legal representatives, successors, substitutes and assigns of Unit Owners and Mortgagees.

Executed as of the date first above written.

UNIT OWNERS

Thomas P. Lowe

Margaret L. Lowe

Richard Bass

BOOK 7416 PG 172

STATE OF _____)
: ss.
COUNTY OF _____)

On the ____ day of October, 1993, Thomas P. Lowe and Margaret L. Lowe personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

_____
Notary Public
Residing at _____

My commission expires:

_____

STATE OF Texas)
: ss.
COUNTY OF Dallas)

On the 15th day of October, 1993, Richard Bass personally appeared before me, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

LUCINDA McMAINS
Notary Public, State of Texas
My Comm. Expires 12-12-94

Lucinda McMains
Notary Public
Residing at Plano, Tx

My commission expires:

12-12-94

BOOK 7116 PG 173

Information Express

By:_____
Its:_____

_____
Robert Gerard

_____
Robert McCormack

_____
Mary McCormack

X _____
Dennis McEvoy

X _____
Kim McEvoy Warscyroft

MORTGAGEES:

Colonial Savings

By:_____
Its:_____

Crossland Mortgage

By:_____
Its:_____

BOOK 7116 PG 1174

STATE OF Texas)
: ss.
COUNTY OF Tarrant)

The foregoing instrument was acknowledged before me this 21st day of October, 1993 by Gary R. Adamson, the Senior Vice President of Colonial Savings.

Ginger McCurry
Notary Public
Residing at

GINGER McCURRY
Notary Public
STATE OF TEXAS
My Comm. Exp. Oct 1, 1996

My Commission Expires:

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of October, 1993 by _____, the _____ of Crossland Mortgage.

Notary Public
Residing at _____

My Commission Expires:

BOOK 7160 PG 1175

Information Express

By: _____
Its: _____

_____
Robert Gerard

_____
Robert McCormack

_____
Mary McCormack

_____
Dennis McEvoy

_____
Kim McEvoy

MORTGAGEES:

Colonial Savings

By: _____
Its: _____

Crossland ~~Mortgage~~ Savings, FSB

By: James P. Price
Its: Vice President

BOOK 7116 PG 1176

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of October, 1993 by _____, the _____ of Colonial Savings.

_____
Notary Public
Residing at _____

My Commission Expires:

_____

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 20th day of October, 1993 by James F. Prince, the Vice President of Crossland ~~Mortgage~~ Savings, FSB

Claudia E. Singler
Notary Public
Residing at Salt Lake City, Utah

My Commission Expires:

Feb. 3, 1997

NOTARY PUBLIC
CLAUDIA E. SINGLER
Crossland Savings FSB
41 East 100 South
Salt Lake City, Utah 84111
My Commission Expires 2/3/97
STATE OF UTAH

3436 11/cam

BOOK 7116 PG 1177

APPENDIX A

SUGARPLUM PHASE I CONDOMINIUMS

UNIT NO.	APPROXIMATE SQ. FOOTAGE	SHARE OF OWNERSHIP OF COMMON AREAS AND FACILITIES	VOTES
1A	2,950	14.65%	1
1B	2,950	14.65%	1
2	2,850	14.14%	1
3	2,850	14.14%	1
4	2,850	14.14%	1
5	2,850	14.14%	1
6	2,850	14.14%	1
TOTAL	20,150	100.00%	7

BOOK 7116 PG 1178

EXHIBIT "A"

ATTACHMENT TO UNANIMOUS CONSENT
TO AND SECOND AMENDMENT TO DECLARATION
OF CONDOMINIUM OF THE
SUGARPLUM PHASE I CONDOMINIUMS

THIS ATTACHMENT is intended to be and is attached to that certain Unanimous Consent to and Second Amendment to Declaration of Condominium of the Sugarplum Phase I Condominiums (the "2nd Amendment"), previously executed by and among the undersigned, Thomas P. Lowe and Margaret L. Lowe, Richard Bass, Information Express, Robert Gerard, Robert McCormack and Mary McCormack, and Dennis McEvoy and Kim McEvoy (collectively referred to as "Unit Owners").

As part of the 2nd Amendment, it is hereby agreed and affirmed that notwithstanding the fact that there are 6 Units approved and provided for in the Original Declaration and the Declaration, for purposes of the measurement of density under applicable Town of Alta zoning ordinances in effect on the date hereof, the said 6 Units are deemed to be the equivalent of 11 units (22 bedrooms with a "unit" of denisty being 2 bedrooms under density regulations of the Town of Alta). Although 7 Units are now authorized under this 2nd Amendment, this does not allow or effectuate any change in the total number of bedrooms in the Sugarplum Phase I Condominium, such number remaining at 22 (11 units for zoning ordinance density purposes) nor does it allow the creation of any Units beyond the 7 provided for in the Declaration as amended hereby.

Further, as part of the 2nd Amendment, it is hereby recognized that the Sugarplum Phase I Condominiums are constructed on Lot 2 of Sugarplum Planned Unit Development and that said Planned Unit Development was developed pursuant to and subject of that certain Settlement Agreement, dated June 16, 1982, between the Town of Alta and Sorensen Resources Company, the original owner of all the property which has been submitted to the Planned Unit Development (the "Settlement"). It is agreed that any further development of the Sugarplum Phase I Condominiums shall be done in compliance with any applicable requirements of the Settlement.

This Attachment is deemed to be part of and incorporated into the 2nd Amendment and shall be effective in concert therewith. This Attachment may be executed in multiple counterparts which, when compiled shall be a single integrated agreement.

UNIT OWNERS:

Thomas P. Lowe

Thomas P. Lowe

BOOK 7116 PG 1179

Margaret L. Lowe

Margaret L. Lowe

Richard Bass

Information Express

By _____
Its: _____

Robert McCormack

Mary McCormack

Dennis McEvoy

Kim McEvoy

STATE OF Utah)
: ss.
COUNTY OF Salt Lake)

On the 12 day of April, 1994, Thomas P. Lowe and Margaret L. Lowe personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
Residing at: _____

My commission expires:

NOTARY PUBLIC
CYO BR[illegible]
P.O. Box [illegible]
Bountiful [illegible]
My Commission [illegible]
September [illegible]
STATE OF UTAH

BOOK 7116 PG 1180

Margaret L. Lowe

Richard Bass

Information Express

By Judith S. Dalton
Its: President

Robert McCormack

Mary McCormack

Dennis McEvoy

Kim McEvoy

STATE OF _____)
: ss.
COUNTY OF _____)

On the ___ day of _____, 1994, Thomas P. Lowe and Margaret L. Lowe personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
Residing at: _____

My commission expires:

_____

BOOK 7116 PG 1181

STATE OF _____)
: ss.
COUNTY OF _____)

On the ___ day of _____, 1994, Richard Bass, personally appeared before me, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

_____
NOTARY PUBLIC
Residing at: _____

My commission expires:
_____

STATE OF Alabama)
: ss.
COUNTY OF Madison)

The foregoing instrument was acknowledged before me this 20 day of April, 1994, by Judith S. Denton, the President of Information Express.

Laura M Shelby
NOTARY PUBLIC
Residing at: Huntsville, Al
Madison County

My commission expires:
My Commission Expires [illegible]

STATE OF _____)
: ss.
COUNTY OF _____)

On the ___ day of _____, 1994, Robert McCormack and Mary McCormack personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

_____
NOTARY PUBLIC
Residing at: _____

My commission expires:
_____

Margaret L. Lowe

Richard Bass

Information Express

By _____
Its: _____

Robert McCormack

Mary McCormack

Dennis McEvoy

Kim McEvoy

STATE OF _____)
: ss.
COUNTY OF _____)

On the ___ day of _____, 1994, Thomas P. Lowe and Margaret L. Lowe personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
Residing at: _____

My commission expires:

_____

BOOK 7116 PG 1183

STATE OF _____)
: ss.
COUNTY OF _____)

On the ___ day of _____, 1994, Richard Bass, personally appeared before me, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

_____
NOTARY PUBLIC
Residing at: _____

My commission expires:
_____

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1994, by _____, the _____ of Information Express.

_____
NOTARY PUBLIC
Residing at: _____

My commission expires:
_____

STATE OF Illinois)
: ss.
COUNTY OF Cook)

On the 20th day of April, 1994, Robert McCormack and Mary McCormack personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

Roxanne Ballard
NOTARY PUBLIC
Residing at: _____

My commission expires:
_____

"OFFICIAL SEAL"
ROXANNE BALLARD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/14/98

ROOM 7116 PG 1184

Margaret L. Lowe

Richard Bass

Information Express

By _____
Its: _____

Robert McCormack

Mary McCormack

Dennis McEvoy

Kim McEvoy

STATE OF _____)
: ss.
COUNTY OF _____)

On the ___ day of _____, 1994, Thomas P. Lowe and Margaret L. Lowe personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
Residing at: _____

My commission expires:

_____

BOOK 7116 PG 185

STATE OF Texas)
: ss.
COUNTY OF Dallas)

On the 19th day of April, 1994, Richard Bass, personally appeared before me, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

LUCINDA McMAINS
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 12-12-94

NOTARY PUBLIC
Residing at: Dallas, Tx

My commission expires:
12-12-94

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 1994, by _____, the _____ of Information Express.

NOTARY PUBLIC
Residing at: _____

My commission expires:
_____

STATE OF _____)
: ss.
COUNTY OF _____)

On the ___ day of _____, 1994, Robert McCormack and Mary McCormack personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
Residing at: _____

My commission expires:
_____

BOOK 7116 PG 1186

Margaret L. Lowe

Richard Bass

Information Express

By _____
Its: _____

Robert McCormack

Mary McCormack

Dennis McEvoy

Kim Worsencroft

STATE OF _____)
; ss.
COUNTY OF _____)

On the ___ day of _____, 1994, Thomas P. Lowe and Margaret L. Lowe personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
Residing at: _____

My commission expires:

_____

BOOK 7116 PG 1187

STATE OF _____)
: ss.
COUNTY OF _____)

On the 19 day of April, 1994, Dennis McEvoy and Kim Worsencroft personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
RODNEY LEWIS
P.O. Box 820071
Snowbird, Utah 84020
My Commission Expires
September 21, 1995
STATE OF UTAH

My commission expires:

Rodney Lewis
NOTARY PUBLIC
Residing at: _____

EQN/DM/DOC.66382.04 (4/7/94)

BOOK 7116 PG 1188

Recording requested by and
when recorded please return to:

Segall & Banko
Natalie C. Segall, Esq.
4571 Hidden Cove Road
Park City, Utah 84098

Mail Tax Notices to Association's Address:

Sugarplum Phase I Condominiums
Association of Unit Owners
c/o Canyon Services
Box 920025
Snowbird, Utah 841092

Parcel Nos.	*SPACE ABOVE FOR RECORDER'S USE ONLY*
30-06-404-001-0000 30-06-404-008-0000 30-06-404-009-0000 30-06-404-003-0000 30-06-404-004-0000 30-06-404-005-0000 30-06-404-006-0000 30-06-404-007-0000	

FOURTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF THE SUGARPLUM PHASE I CONDOMINIUMS

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF THE SUGARPLUM PHASE I CONDOMINIUMS (this "Amendment") is executed this ___ day of _____, 2023, by the undersigned members of the Management Committee of Sugarplum Phase I Condominiums Association of Unit Owners, a Utah nonprofit corporation.

RECITALS

A. That certain Amended and Restated Declaration of Condominium of the Sugarplum Phase I Condominiums (the "Declaration") was recorded on January 23, 2004 in the office of the Salt Lake County Recorder (the "Records"), as Entry No. 3895871, in Book 5525, at Pages 781-820, as amended, together with a Record of Survey Map (the "Map"), thereby creating Sugarplum Phase I Condominiums (the "Project") within the Sugarplum Planned Unit Development located in the Town of Alta, Salt Lake City, Utah (as the same is defined in the Declaration).

B. The Declaration was amended by that certain Unanimous Consent to and Second Amendment to Declaration of Condominium of the Sugarplum Phase I Condominiums, which was

recorded on March 15, 1995, in the office of the Salt Lake County Recorder, as Entry No. 6040448, in Book 7116, at Pages 1160-1188 (the "Second Amendment")

C. The Declaration was further amended by that certain Third Amendment to the Declaration recorded on _____, 2023, in the office of the Salt Lake County Recorder, as Entry No. _____ Book , in 5525, at Pages _____;

D. Together, the Declaration, the Second Amendment, and the Third Amendment are hereinafter collectively referred to herein as the Declaration;

E. The Project's Owners have allowed the subdivision of Unit 6, which was originally called "Unit 1" into two (2) separate units ("Unit 1A and Unit 1B") and therefore the total number Units in the Project is seven (7) and references in the Declaration shall be amended to reflect this change;

F. Additionally, certain Owners have modified their Units in such a way that they have effectively taken ownership of and/or encroached in the Common Areas and Facilities and Limited Common Areas and Facilities; and such modifications and encroachments which include but are not limited to the construction of a wooden decks in the Common Area between certain Units (collectively, the "Modifications");

G. Due to the Modifications, an amended Map has been prepared to reflect and define the actual boundaries of the Owners' respective Units, and the current configuration of Common Areas and Facilities and Limited Common Areas and Facilities (the "2023 Amended Map");

H. The 2023 Amended Map also includes current and accurate square footage for each Unit;

I. The Project's Owners desire and have previously voted to change each Unit Owner's ownership interest in the Common Areas and Facilities from a calculation based on square footage to equal shares and to delete references in the Declaration to each Unit Owner's ownership in the Common Areas and Facilities, each Unit Owner's share of assessments, and the number of votes assigned to each Unit Owner based on square footage of each Unit, and to amend said references in the Declaration so that each Unit Owner's ownership in the Common Areas and Facilities, each Unit Owner's share of assessments, and the number of votes assigned to each Unit Owner are based on equal shares;

J. On August 31, 2023, the Owners, by a two-thirds affirmative vote, ratified the Modifications, approved the pending plans for modifications to Unit 6, which include changes to Unit 6 that modify and/or encroach on Common Area and Facilities and Limited Common Areas and Facilities, approved the proposed 2023 Amended Map, and approved of amending the Declaration to reflect current and accurate square footage for each Unit on the attached Amended Appendix A;

K. Amended Appendix A also sets forth the new equal share calculation in the Amended Table of Units, Undivided Ownership Interests, Votes, Square Footage of Units and Square Footage of Limited Common Areas; and

L. The Unit Owners desire to amend the Declaration to delete the existing table of Unit Numbers, Approximate Square Footage, Share of Ownership of Common Areas and Facilities and Votes of the Project attached as Appendix A to the Declaration (the "Original Appendix A"), and to replace it with the Amended Appendix A; and

NOW, THEREFORE, in consideration of the recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Declaration is hereby amended as follows:

1. Replacement of Appendix A. The Original Appendix A is hereby amended so as to delete said Original Appendix A as it presently appears in the Records, and to substitute therefore the attached Amended Appendix A attached hereto as Exhibit A.

2. Amended Map. The 2023 Amended Map is hereby approved, and shall be recorded in the Records.

3. Section 4. Description of the Building. Section 4.1 shall be deleted and replaced in its entirety with the following: "The Land has been improved with a three-story building (the "Building") containing seven (7) Units, as well as certain Common and Limited Common Areas and Facilities."

4. Section 9. Unit Ownership. Section 9.1 shall be deleted and replaced in its entirety with the following: "The percentage of undivided interest in the Common Areas and Facilities appertaining to each Unit and its Owner for all purposes, including voting, is set forth in Amended Appendix A. Such percentages have been computed by dividing the number one by the total number of Units in the Project (i.e., seven (7)) so that each Unit owns an equal undivided interest in the Common Areas and Facilities. The Association reserves the right to round off or otherwise adjust the undivided interest, as may be necessary, to assure that the total interests equal one hundred percent (100%) as required by the Act."

5. Consent of Owners of Altered Units. The requisite affirmative vote, approval and consent of the Owners has been obtained in compliance with Section 23 of the Declaration and the Utah Condominium Ownership Act.

6. Application of Amendment. The amendments adopted hereby are intended to amend the Declaration and this Amendment shall be controlling in resolving any conflicts between this Amendment and the Declaration to the extent any other provisions of the Declaration are inconsistent herewith. This Amendment shall be binding upon and inure to the benefit of all of the Unit Owners, their Mortgagees, lessees, successors and assigns.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Each party hereto agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signatures of the other parties hereto. Original executed signature pages will be exchanged by the parties promptly after such facsimile signature pages are sent.

8. Declaration Remains in Force. Except as herein modified, all other terms of the Declaration, as previously amended, shall remain in full force and effect.

DATED the day and year first above written.

MANAGEMENT COMMITTEE OF
SUGARPLUM PHASE I CONDOMINIUMS ASSOCIATION OF UNIT OWNERS,
a Utah nonprofit corporation

By: _____
Dennis McEvoy, Management Committee Member

By: _____
Scott Peterson, Management Committee Member

By: _____
Michael Schmertzler, Management Committee Member

STATE OF _____)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Dennis McEvoy, a member of the management committee of Sugarplum Phase I Condominiums Association of Unit Owners.

_____
NOTARY PUBLIC

STATE OF _____)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Scott Peterson, a member of the management committee of Sugarplum Phase I Condominiums Association of Unit Owners.

_____
NOTARY PUBLIC

STATE OF _____)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Michael Schmertzler, a member of the management committee of Sugarplum Phase I Condominiums Association of Unit Owners.

_____
NOTARY PUBLIC

AMENDED APPENDIX A

(Amended Table of Units, Undivided Ownership Interests, Votes, Square Footage of Units and Square Footage of Limited Common Areas)

UNIT NO.	UNDIVIDED OWNERSHIP INTERESTS (Percentage)	VOTES	SQUARE FOOTAGE OF EACH UNIT	LIMITED COMMON AREA SQUARE FOOTAGE OF EACH UNIT
1A	14.29	1	3,307.91	671.53
1B	14.29	1	2,529.47	618.03
2	14.29	1	2,670.27	668.96
3	14.29	1	2,649.91	510.69
4	14.28	1	3,444.16	155.17
5	14.28	1	2,710.15	580.92
6	14.28	1	2,969.60	583.82
TOTAL	10000.00%	7		

TO: **OWNERS OF UNITS, SUGARPLUM CONDOMINIUMS PHASE I**
FROM: **MANAGEMENT COMMITTEE FOR ASSOCIATION OF UNIT OWNERS, SUGARPLUM, PHASE I CONDOMINIUMS**
DATE: **AUGUST 23, 2023**
RE: **SPECIAL MEETING OF MEMBERS**

PLEASE RETURN THIS BALLOT ON OR BEFORE AUGUST 31, 2023.

Pursuant to Section 7.02 of the Bylaws of Sugarplum Phase I Condominiums Association of Unit Owners, by unanimous vote of the Management Committee (the "MC"), a special meeting of the Members has been called to address and vote on the following:

(1) The Owner of Unit 6, Patrick Hogle, has submitted plans to the MC remodel, amend and otherwise alter Unit 6 according to the plans and specifications attached. Such remodel includes conversion of a portion of the Common Areas and Facilities and/or Limited Common Areas and/or Facilities to private use, specifically construction of a deck between Unit 5 and Unit 6 in the Common Area.

(2) As a condition of approval of Mr. Hogle's plans and issuance of a building permit for such work, the Town of Alta is requiring Sugarplum Phase I Condominiums to amend the Map on file to reflect the accurate square footage of all Units, some of which have increased over time due to owners converting Common Areas and/or Limited Common Areas and Facilities to private use. Accordingly, an amended Map has been prepared and is attached.

(3) In order to amend the Map which will convert certain areas of Common Areas and/or Limited Common Areas and Facilities to private ownership and adjust the square footage ownership of certain Units, thereby adjusting each owner's share of ownership of the Common Areas and Facilities, an affirmative vote of two-thirds (2/3) of the Members is needed.

(4) An amendment to the Amended and Restated Declaration of Condominium of the Sugarplum Phase I Condominiums ("CC&Rs") is required to update Appendix A with current square footage measurements and corresponding share of ownership of the Common Areas and Facilities. A proposed Fourth Amendment to the Declaration is attached.

YOUR VOTE IS REQUIRED. YOU ARE VOTING ON THE FOLLOWING:

(a) APPROVAL OF UNIT 6's PLANS WHICH INCLUDE AN ENCROACHMENT INTO THE COMMON AREAS AND FACILITIES;

(b) RATIFICATION OF THE PREVIOUS MODIFICATIONS MADE BY OWNERS TO THEIR UNITS THAT MODIFY AND/OR ENCROACH ON COMMON AREAS AND FACILITIES AND/OR LIMITED COMMON AREAS AND FACILITIES;

(c) THE AMENDED MAP; and

(d) THE FOURTH AMENDMENT TO THE DECLARATION.

PLEASE RETURN THIS BALLOT ON OR BEFORE AUGUST 31, 2023.

Please indicate your approval or disapproval of the changes to Unit 6, the changes to the plat and the amendment to the CC&Rs, sign the ballot and return it via email to Natalie Segall at: natalie@peak2peaklegal.com.

_____ I approve _____ I do not approve

_____
Signature of Owner

_____
Printed Name of Owner

_____
Unit Number

_____
Date

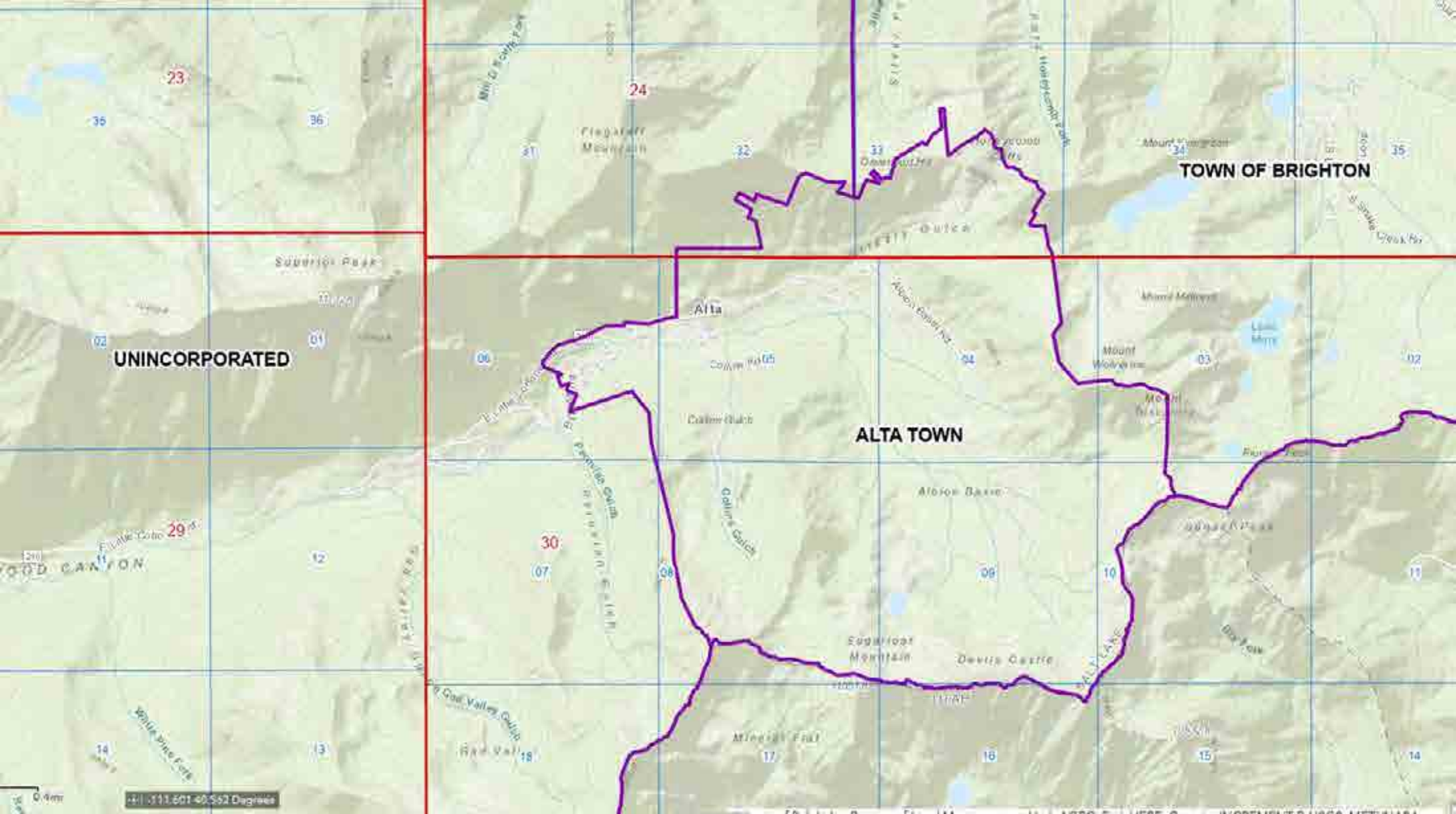
PROJECT: SUGARPLUM PHASE 1 CONDOMINIUMS AMENDED
Sugarplum Area Table (sq. ft.)

	Level 1		Level 2		Level 3		TOTALS		
	Private	Limited Common	Private	Limited Common	Private	Limited Common	Private	Limited Common	
Unit 1A	938	442	1257	267	1259	0	3454	709	
		38		62			0	101	
		220					0	220	
	938	**701**	**1257**	**329**	**1259**	**0**	**3454**	**1030**	**4483**
Unit 1B	633	230	1043	180	854	108	2529	518	
		119					0	119	
		259					0	259	
	633	**607**	**1043**	**180**	**854**	**108**	**2529**	**896**	**3426**
Unit 2	674	230	971	348	823	150	2469	728	
		87					0	87	
		234					0	234	
	674	**551**	**971**	**348**	**823**	**150**	**2469**	**1049**	**3518**
Unit 3	677	230	971	192	844	150	2492	572	
		85						85	
		234						234	
	677	**548**	**971**	**192**	**844**	**150**	**2492**	**891**	**3382**

	Level 1		Level 2		Level 3		TOTALS		
	Private	Limited Common	Private	Limited Common	Private	Limited Common	Private	Limited Common	
Unit 4	919	230	1200	155	1236	0	3356	385	
		85					0	85	
							0	0	
	919	**314**	**1200**	**155**	**1236**	**0**	**3356**	**470**	**3825**
Unit 5	677	230	1233	143	1236	0	3146	372	
		85					0	85	
		234					0	234	
	677	**548**	**1233**	**143**	**1236**	**0**	**3146**	**691**	**3837**
Unit 6	696	230	971	491	974	0	2641	720	
		66					0	66	
		234					0	234	
	696	**529**	**971**	**491**	**974**	**0**	**2641**	**1020**	**3661**
Unit 6 Add	991	222	1248	270	1026	0	3265	492	
		66					0	66	
		248					0	248	
	991	**536**	**1248**	**270**	**1026**	**0**	**3265**	**806**	**4071**
									30203

Total Area - Site	**42054**	**sq. ft.**
Limited Common	**2220**	**sq. ft.**
Structure - Footprint	**10985**	**sq. ft.**
Common	**28848**	**sq. ft.**

UNINCORPORATED
30 - 06
30 - 05
ALTA TOWN
Alta
Little Cottonwood Creek
Little Cottonwood Creek
Little Cottonwood Creek
Little Cottonwood Creek
LITTLE COTTONWOOD CANYON
Peruvian Gulch
Collins Gulch
Collins Gulch
2km
2000ft


TOWN OF BRIGHTON
UNINCORPORATED
ALTA TOWN
Alta
Flagstaff Mountain
Superior Peak
Mount Millicent
Mount Wolverine
Albion Basin
Sugarloaf Mountain
Devils Castle
Mineral Flat
Collins Gulch
Gad Valley Gulch
Permission Gulch
Albion Basin Rd
Snake Creek Rd
Big Fork
Lake Mary
Pine Fork
23
24
29
30
-111.601 40.562 Degrees

UNINCORPORATED
30 - 06
ALTA TOWN
300ft
111.655 40.533 Degrees