

Common Area Use: Outdoor Dining and Decks Use

Policy Statement: Prospector Square Property Owner's Association (PSPOA) encourages uses that adds to the vibrancy of the Square. Common area usage can meet that need, but it is also recognized that the common area is owned in common by all owners of individual lots within the boundaries of Prospector. Use of common area can create additional revenue and income for the user while creating wear and tear on the common area. A written agreement will be required for common area usage by PSPOA property owners and their tenants. Said usage will be encouraged. Usage of common area by non-adjacent owners will be reviewed on a case-by-case basis, recognizing they must meet the requirements of the association's CC&R's and city code. Priority will be given to owners and organizations promoting events and activities that add vibrancy to the Square.

Components of a written agreement will require the following:

- Require proof of Insurance with PSPOA cited as secondary insured. Minimum \$2,000,000 in liability coverage is expected.
- For Tenants, written agreement terminates at lease end. When a tenant is the primary signatory, agreement also requires the signature of the building owner as a secondary responsible party.
- For Building/Lot Owner, runs on-going with ownership. For ownership sale or change of business operation, agreement terminates and requires new agreement. Type of business operation will be noted in original agreement.
- Seasonal, April 15 to Oct. 30. Such agreement can be shorter in scope if desired. If an agreement for longer use is desired (longer than six-months up to full year) can result in additional fees, including, but not limited to, member dues square footage calculation and lease rental costs. Building owner will be the responsible party for payment of such fees.
- The agreement will be in writing.
- PSPOA can terminate the agreement anytime with 30-days notice.
- PSPOA will have access to the property at all times and recognize that reconstruction of common area is a possibility during the agreement, causing potential non-usage of the common area during construction.

Fees: Application, \$500 non-refundable.

The Agreement Will Require:

- Waste and recycling containers on location
- Cleanliness
- Any barriers required by Utah DABS
- Open to the general public, must have an exterior opening (Posted, limited time private events allowed, pre-approved by PSPOA)
- Open no later than ten pm.
- Meets all city codes requirements, including outdoor music.
- All equipment used, including tables, barriers, chairs, umbrellas, etc will be stored off-site during off-season
- During seasonal use, tenant/owner will maintain landscaping within use boundaries, working with PSPOA property manager regarding irrigation needs. During off-season, PSPOA will be responsible for snow removal.
- Map of Common Area Used Stating Square Footage.

One-Time or In-Frequent Usage . . . Required to meet all city permitting requirements
Requires proof of insurance with PSPOA listed as a secondary insured. PSPOA reserves the right to charge fees to be based on revenue of the event and wear and tear to the Square.

ANNUAL FEE: Currently zero; PSPOA reserves the right to institute fees at later date for use of common property. Fee will be based on two factors: Numbers of Months used and square footage. Any agreement will note this possibility.

REFUNDABLE SECURITY DEPOSIT: \$1,500

LEGAL REVIEW: Any legal fees to draft an agreement will be charged to the applicant.

INSURANCE REQUIREMENT: Annual insurance required to be submitted to PSPOA by March 1 without PSPOA requesting it. Failure to submit may terminate this agreement on May 1

VIOLATIONS: PSPOA will give written notice, requiring violation(s) to above be corrected within seven-days. If a second notice is required within 30-days, correction will be required within three-days. If corrections not made after second-notice, agreement is terminated, requiring applicant to restore common area to original state within 14-days. PSPOA will have authority to assess owner of the property using common space, including for their tenant for the restoration, including disposal, if not restored within two-weeks.

EXECUTIVE DIRECTOR AUTHORITY: The executive director of PSPOA (or a designated officer in the executive director's absence) will have the authority to exempt or reduce fees when the seating area adjacent to the property is for 12 people or less; no alcohol is served; and no border is required. A written agreement will still be required.

COMMON AREA USE: CONSTRUCTION STAGING

Parking Lots, Sidewalks, Landscaping and Grass Areas

Requirements:

- The contractor and the lot owner must meet all city building permit and planning requirements
- Plans should be submitted to PSPOA before final application, including site plan that includes any use of common area for utilities and restoration of landscaping, asphalt, sidewalks and concrete. Plan shall include a statement on how repair to common area will be completed.
- PSPOA to be named Secondary Insured for the use of any common area
- Snow removal around site is responsibility of contractor and/or building area
- No use of PSPOA dumpsters for construction debris will be allowed. If the owner currently pays garbage fees to PSPOA, those fees remain in place during construction. If garbage usage commences after construction is completed, fees begin at that point in time.
- All Common Area Paving, Landscaping, Irrigation Lines, Electrical Lines & Concrete to be returned to its original state or better with a one-year warranty
- Contractor Dumpsters must be placed on plywood to protect asphalt/concrete surfaces.
- Agreement will be signed by both the owner and contractor
- Due to the uniqueness of each application, Individual agreements will be drawn for each application.
- Applicant will pay for all connections to utilities, including water, sewer, electrical and fiber.

Fees:

- Application, \$500, plus \$2,500 security deposit, refundable within 30-days of receiving an occupancy permit.
- If application requires legal review by PSPOA counsel, any legal fees above \$250 will be charged back to the applicant
- During construction, if parking stalls are needed for more than seven-days, they can be leased at:
 - First three, free; Additional \$50/month (Payable in three-month increments).

Expectations:

- If any landscaping or irrigation is performed on common area, use of PSPOA preferred irrigation specialist is required
- If said improvements also lead to the enhancement of common area (i.e. the replacement of substantial amount of asphalt), the PSPOA board of directors reserves the right to waive certain fees.
- Square footage calculation for member dues will commence at the start of a quarter when a building permit is pulled per CC&Rs.

Encroachments and Easements policy

Any required easements and encroachments require the following:

- The applicant must meet city requirements and is encouraged to have a preliminary review by the city when the application process commences.
- Any legal paperwork drawn up by requesting owner will be paid for by owner. Owner is encouraged to use their legal counsel. PSPOA reserves the right to have PSPOA legal

counsel review before final submittal to city and/or county authorities, to be reimbursed by owner requesting such encroachment.

- If the square footage of the building increases due to an encroachment, that square footage will be added to any member dues calculations.