



Staff Report

PLANNING DIVISION
DEPARTMENT of COMMUNITY and NEIGHBORHOODS

To: Salt Lake City Planning Commission

From: Casey Stewart, Senior Planner
(801) 535-6260 or casey.stewart@slcgov.com

Date: September 5, 2019

Re: An Amendment of the Carrigan Cove Planned Unit Development of 1982 (also BOA case #8862)

MAJOR MODIFICATION OF A PLANNED DEVELOPMENT

PROPERTY ADDRESS: 3116 E. Carrigan Canyon Drive
PARCEL ID: 16-14-400-027
MASTER PLAN: East Bench Master Plan
ZONING DISTRICT: FR-1 (Foothills Estate Residential District)

REQUEST:

A request by Kristen Clifford, agent for the property owner, for a major modification to an existing planned development approved in 1982 for a 20-lot single-family residential subdivision. The request is to modify the side yard setback requirement of Lot 5, which has remained vacant since the original development was approved. The requested side yard setback is 10 feet along the east lot line, reduced from 20 feet as required by the FR-1 zoning district, and pertains to a proposed new single-family dwelling.

RECOMMENDATION:

Planning Staff recommends that the Planning Commission approve the proposed side yard setback modification and allow a setback of 10 feet along the east lot line for Lot 5 (aka 3116 E. Carrigan Canyon Drive).

ATTACHMENTS:

- A. Applicant Proposal
- B. Original approved plat, slope letters and map
- C. Public comments

BACKGROUND AND PROJECT DETAILS:

The property is one of 20 lots of the Carrigan Cove Subdivision, approved in 1982, and is located within Carrigan Canyon on the east bench. The geography of the area is foothills/canyon with steep slopes. The lots range in size from 1 to 4 acres, all of them with portions designated as “undevelopable” areas due to steep slopes of the canyon.

The plat includes specific front yard setbacks for the lots, but not side yard setbacks. In reviewing the plat, staff determined that the front lot line of Lot 5 is also the front building setback line. That determination resolves

the portion of the applicant's initial request for a reduction on front yard setback, thereby leaving the side yard as the sole issue to be considered by the Planning Commission. Without specific side yard setback distances shown on the plat, the city has defaulted in the past to the applicable zoning district to determine the required setback, which in this case of FR-1 zoning, is 20 feet. However, the private covenants of the development would allow a side yard setback of 8 feet along this east lot line. The city is not party to those covenants and does not enforce them. Staff is merely pointing out what the original development anticipated for side yard setbacks.

A key factor in determining building areas for the original lots and plat was steep slopes (40% and greater). Lot 5 ended up with less "buildable" area than the rest of the lots, based on slopes and the street turn-around in front of the lot. Lot 5 was singled out at the time of original approval and a specialized site-specific assessment was performed to confirm the available building area. The plat reflects the final determination, which is the most limited of the subdivision. The buildable area is right at the front of the lot and extends between 30 and 50 feet into the lot, at which point the restricted slope begins upward.

A handful of lots (approximately 7-9) in the subdivision have dwellings that do not appear to comply with the 20-foot minimum side yard setback, per review of aerial photographs. Staff's research into past building permits or planning applications did not find clear and consistent reasons for this. In fact, no specific approvals related to side yard setback encroachments were found. Staff is unable to explain why some dwellings appear to comply with the city side yard setback and why some do not. In most cases, the dwellings comply with the minimum side yard setbacks established by the subdivision's covenants and restrictions of 8 feet minimum on one side and 20 feet total for both sides.

Vicinity map:



KEY CONSIDERATIONS:

The key considerations listed below have been identified through the analysis of the project.

- 1. Side Yard Setback (east side)

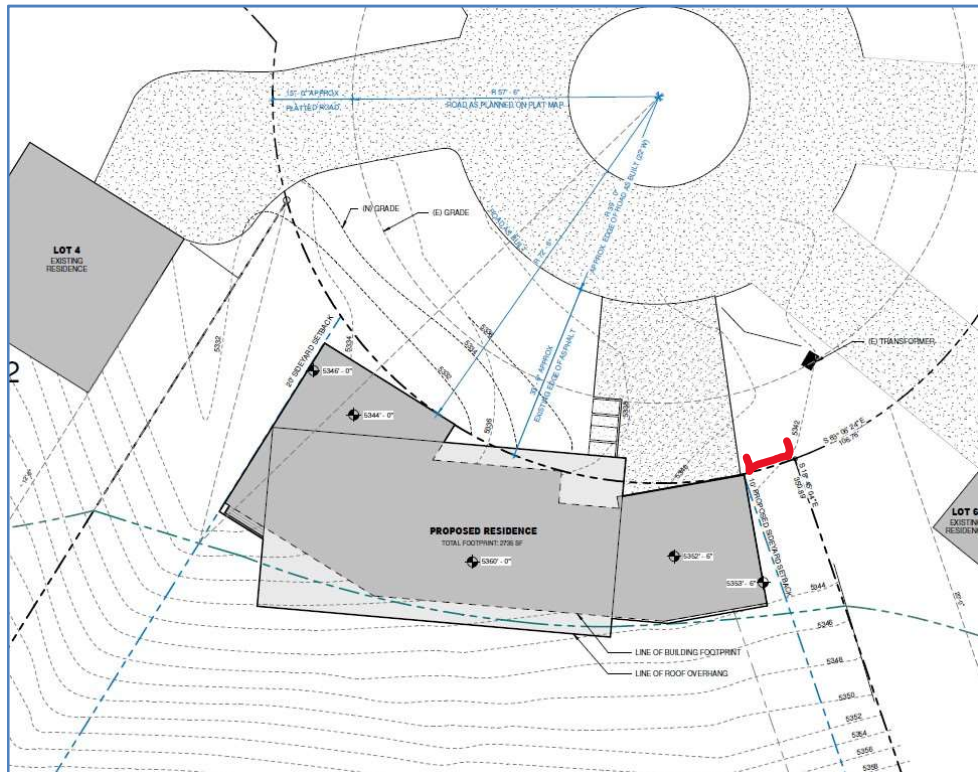
Issue 1 – Side Yard Setback (east side)

Regarding the designated building areas for the lots, the original subdivision plat was approved with only front setback lines and nondevelopable areas delineated. Side yard setbacks were not specifically addressed. Apparently, those were to be addressed by the developments CC&R’s (covenants, conditions, and restrictions) when each lot’s proposed buildings were reviewed by the Home Owners’ Association, as required for each lot.

Given the limited buildable area designated on the plat for Lot 5 (the smallest of all lots within the subdivision); a letter dated September 24, 1982 based on a site inspection of Lot 5 by an engineering firm depicting the buildable area (which includes this side yard area), approximately half of the other dwellings in the subdivision that are located closer than 20 feet to the side lot line (based on estimates); that this single side yard setback is the only dimensional aspect of the project that is proposed for modification, staff finds the request to modify the planned development and establish the east side yard setback at 10 feet in substantial conformity with the original planned development approval and current development character of the subdivision.

The Planning Commission may approve an application for a major modification to the approved development plan, not requiring a modification of written conditions of approval or recorded easements, **upon finding that any changes in the plan as approved will be in substantial conformity with the approved development plan.**

Proposed site plan with setback noted in red.





*The above image is looking east toward the façade of the proposed dwelling.
The subject side yard setback is at the left of the image.*

NEXT STEPS:

Major Modification of a Planned Development Approval

If the major modification is approved, the applicant may proceed with the project after meeting all standards and conditions required by all City Departments and the Planning Commission to obtain all necessary building permits.

Major Modification of a Planned Development Denial

If the major modification is denied, the applicant will be required to develop the property in compliance with the side yard setback requirement of the FR-1 zoning district, which is 20 feet.

ATTACHMENT A: Applicant proposal

28 June 2019

Dear Members of the Salt Lake City Planning Commission:

Lindsey Nikola and Arcadia Properties, LLC (property owners) request your consideration of a Modification to a Development Plan, per Section 21A.55.100.C of the Municipal Code. The purpose of this request is to construct a single family home on Lot 5 of the Carrigan Cove Planned Unit Development, located at 3116 Carrigan Canyon Drive (Parcel Number 1614400027). The modifications being requested include:

- 1) Reduced front setback to zero feet.
- 2) Reduced side setback to 10 feet (east side).

These requests are necessary in order to feasibly construct a single family residence on the property, which is the intended use for the lot as part of the recorded planned development. After factoring in current zoning requirements specific to setbacks and steep slope restrictions, the lot is essentially unbuildable.

PROJECT SUMMARY

Current Zoning/Future Land Use

FR-1/43,560 / Neighborhoods

Current Lot Size: 1.42 Ac

Current Use: Vacant

The proposal includes the new construction of a 3,842 SF single family residence. This is a single story home with a partially (45%) exposed basement on the west side due to the natural grade sloping downward. The building footprint is 2,735 SF with the main level at grade on the east side. The basement level is partially beneath the main level and at grade on the west side. This design is in order to follow the natural grading of the site with minimal interference. The massing is stepped down at adjacent property lines to be a single story in height above grade. Another notable goal of the design is to keep the residence below the recorded Development Area Line (DAL) to preserve the natural grade.

BACKGROUND

Planned Development

The Carrigan Cove Subdivision was officially approved by the SLC Board of Adjustment in February, 1982. In the recorded Minutes from the public hearing, held February 22, 1982, it reads:

Case # 8862: Concern about whether the lots would be buildable without obtaining a variance for a grade change. Mr. Larsen said there is a certain area designated on each lot as the buildable space which is the lower one-third of the lot; the remainder of the lot is very steep and would not allow building. Mr. Zunino said the actual building area is a large area. Mr. Harrison said they should not need to obtain a variance on the lots, they have been designed so they are buildable.

The recorded plat identifies a “lot line and building setback line” on the lower (west) lots of the subdivision, indicating a 0-foot front building setback. A “building setback and utility easement” line (15 feet from the edge of asphalt) is labeled on the upper lots --which all have front lot lines as the centerline of the street. However, Lot 5 is not specifically included under either description, providing ambiguous intention for front setback requirements. The HOA restrictions do not include a minimum front setback and would allow a 0’ front setback on Lot 5.

Proposed Road v Existing Road

The recorded plat has a 25’ wide road located approximately 15’ from the front property line of Lot 5. According to a conducted survey (and verified on-foot by the project architect), the existing road is 23’ wide and approximately 33’ from the front property line of Lot 5. Therefore, the impact of a 0-foot front setback will result in a distance 18’ further (33’ total), from edge-of-asphalt to the front lot line, than the original plat would entail.

MAJOR MODIFICATION

Section 21A.55.100.C states:

The Planning Commission may approve an application for a major modification to the approved development plan, not requiring a modification of written conditions of approval or recorded easements, upon finding that any changes in the plan as approved will be in substantial conformity with the approved development plan.

HOA & Zoning Restrictions

The Restrictions, Covenants, and Conditions for the Carrigan Cove Planned Unit Development were recorded June 22, 1983. The zoning and site design restrictions are regulated under Section 21A.24.020 of the Municipal Code. The following table summarizes how the proposed

design meets the HOA restrictions, but requires modification from zoning restrictions (highlighted).

Design Item	Zoning Restriction	HOA Restriction	Proposed
Front Setback	Avg. of Block Face (31' or 22.3')*	None	0'
Interior Side (East)	20'	8' (Combined Total: 20')	10'
Interior Side (West)	"	"	20'
Rear Setback	40'	25'	Development Limitation Boundary
Height (overall)	35'	1-2 Stories	25'7"
Height (west)	"	"	11'
Height (east)	"	"	14'8"
Roof Overhang Encroachment (Front PL)	N/A	Requires easement approval from HOA	3.5-4.5' (73 SF)

*The average of 31' includes Lot 3 which contains a 100-year floodplain easement and, therefore, has a front setback of 67'. If not included, the average front setback along the block face would be reduced to 22.3'.

HOA CORRESPONDENCE

The property owners and project team have met with the Carrigan Cove HOA Board a number of times, in addition to a large amount of email correspondence. The board has given contradicting feedback, turning supportive response to that of rejective--all of which has been documented by the property owner. Their specific concerns include story height, tree removal, and water run-off.

Height

Of the 17 homes in the subdivision, the majority of the homes can be categorized as 2-3 stories. The proposed design for Lot 5 does not include a "2-story" configuration; rather, it is a single story home with an exposed basement level, due to the natural grade sloping downward to the west, similar to other homes within the development.

Tree Removal

Using available aerial imagery, tree removal is a common occurrence throughout the subdivision. It is the project team's intent to keep tree removal at a minimum and to preserve as much of the existing vegetation as possible, contrary to what is seen on a number of properties throughout the development.

Water Run-Off

The site will be engineered in a way that will respond to water run-off responsibly and will meet all requirements of various city departments. This will be responded to as the project moves forward with engineering and construction drawings.

GEOTECHNICAL REPORT

A geotechnical and geologic hazards investigation was conducted for Lot 5. The purpose of the investigation was to assess the nature and engineering properties of the subsurface soils at the project site and to provide recommendations for the design and construction of foundations, grading, and drainage. In addition, geologic hazards have been assessed for the property. The full report is available upon request and includes: a literature review, site reconnaissance, subsurface exploration, and engineering analyses.

The investigation was performed on May 7, 2019. Based on the results, the subsurface conditions are considered "suitable for the proposed development provided that the recommendations presented in this report are incorporated into the design and construction of the project." The report includes the following recommendations:

- 1) An IGES engineering geologist should observe the foundation excavation to substantiate the findings presented herein. If landslide deposits or other adverse geologic conditions are identified in the foundation excavation, further investigation, relocation of proposed structures, modification of building foundations, and/or additional structural reinforcement may be required.
- 2) Test pit backfill was placed without engineering quality controls. Where the residential structural elements are placed below the test pit locations, the test pits should be re-excavated and the soil should be replaced as structural fill.

The property owner is aware of these recommendations and intends to proceed accordingly.

CONCLUSION

The project team has conducted thorough research and invested time and money to ensure the proposed design respects the natural topography, responsibly adheres to the CCR's, and that the requested setback modifications are not excessive or abusive. Lot 5 contains the smallest buildable area in the entire subdivision, by a large amount, and would include the smallest home in the entire subdivision (pending approval of proposed modifications). The project team has held transparency at the highest level with both the city staff and the HOA Board. It is our hope that the modesty in design is an indication of the project values and intention.

We appreciate your time and consideration.

Sincerely,

Kristen Clifford

Project Planner
Loom Planning + Design

krysta dimick

krystamae@gmail.com
815.970.2995
South Salt Lake, Utah

CARRIGAN CANYON RESIDENCE
NEW CONSTRUCTION

3116 E. CARRIGAN CANYON DRIVE
SALT LAKE CITY, UTAH

REVISION:	NO	DESCRIPTION	DATE

DATE:
29 JUNE 2019
ISSUE

PLANNED DEVELOPMENT

SHEET TITLE:
COVER

SHEET NUMBER:
A0



CARRIGAN CANYON RESIDENCE

PLANNED DEVELOPMENT SET

29 JUNE 2019

NEW CONSTRUCTION

3116 E. CARRIGAN CANYON DRIVE
SALT LAKE CITY, UTAH

MATERIALS SYMBOLS	OBJECT SYMBOLS	PROJECT GENERAL NOTES
<p>MATERIAL SECTION</p> <p>CONCRETE - PRECAST CONCRETE</p> <p>UNDISTURBED SOIL</p> <p>SOIL</p> <p>SAND, EPS FINISH COAT, OR CEMENT PLASTER</p> <p>CMU</p> <p>STONE</p> <p>WOOD STUD AREA - FRAME AS REQ'D</p> <p>WOOD FINISH</p> <p>WOOD FRAMING (CONTINUOUS)</p> <p>WOOD FRAMING (DISCONTINUOUS)</p>	<p>OBJECT SYMBOLS</p> <p>SURFACE MOUNTED</p> <p>CHANELLER</p> <p>PENDANT</p> <p>PENDANT - PULL CHAIN</p> <p>RECESSED LIGHT FIXTURE</p> <p>RECESSED LIGHT - DIRECTIONAL</p> <p>RECESSED LIGHT - VAPOR PROOF</p> <p>CEILING FAN WITH LIGHT KIT</p> <p>SINGLE FLOURESCENT</p> <p>SINGLE POLE SWITCH</p> <p>3-WAY SWITCH</p> <p>DIMMER SWITCH</p> <p>110V DUPLEX CONV OUTLET</p> <p>110V FOURPLEX CONV OUTLET</p> <p>110V OUTLET IN FLOOR</p> <p>1/2" HOT OUTLET</p> <p>220V OUTLET</p> <p>GROUND FAULT INTERRUPTED DUPLEX OUTLET</p> <p>WEATHERPROOF DUPLEX OUTLET</p> <p>GARAGE DOOR OPENER RECEPTACLE</p> <p>DATA JACK</p> <p>TELEPHONE JACK</p> <p>GAS LINE</p> <p>HOSE Bib</p> <p>EXHAUST FAN (VENTED TO OUTSIDE)</p> <p>SMOKE DETECTOR (WIRED IN SERIES)</p> <p>CARBON MONOXIDE DETECTOR</p> <p>GARBAGE DISPOSAL</p>	<p>PROJECT GENERAL NOTES</p> <ol style="list-style-type: none"> DO NOT SCALE DRAWINGS WHERE CODE AND MANUFACTURER'S SPECS DIFFER, THE MORE STRINGENT REQUIREMENT SHALL GOVERN. FINISHED FLOOR = TOP OF SHEATHING MAIN LEVEL = 100'-0"
<p>INSULATION SECTION</p> <p>FIBERGLASS BATT INSULATION</p> <p>FIBERGLASS SEMI RIGID INSULATION</p> <p>MINERAL WOOL SEMI RIGID INSULATION</p> <p>EXPANDED POLYSTYRENE RIGID INSULATION (EPS)</p> <p>EXTRUDED POLYSTYRENE RIGID INSULATION (XPS)</p> <p>POLYISOCYANURATE RIGID INSULATION</p> <p>CLOSED CELL SPRAY POLYURETHANE FOAM INSULATION</p>	<p>DRAWING SYMBOLS</p> <p>PROPERTY LINE</p> <p>BUILDING WALL SECTION</p> <p>SECTION DETAIL</p> <p>PLAN, BLOW-UP DETAIL</p> <p>DATUM ELEV</p>	<p>DRAWING INDEX</p> <p>ARCHITECTURAL</p> <p>A0 COVER</p> <p>A1 DEVELOPMENT AERIAL</p> <p>A2 SITE PLAN</p> <p>A3 BASEMENT PLAN</p> <p>A4 MAIN LEVEL PLAN</p> <p>A5 EXTERIOR ELEVATIONS - NORTH</p> <p>A6 EXTERIOR ELEVATIONS - SOUTH</p> <p>A7 EXTERIOR ELEVATIONS - EAST + WEST</p> <p>SURVEY</p> <p>C100 FINAL PLAT</p> <p>C200 TOPOGRAPHIC SURVEY</p> <p>C201 BOUNDARY SURVEY</p>
<p>SHEATHING SECTION</p> <p>GYPSUM BOARD</p> <p>EXTERIOR GYPSUM SHEATHING</p> <p>EXTERIOR CEMENT BOARD</p> <p>COATED GLASS MAT WATER RESISTANT GYP BO</p> <p>PLYWOOD</p> <p>COVER BOARD</p>	<p>SQUARE FOOTAGE SUMMARY</p> <p>GROSS SQUARE FOOTAGES:</p> <p>FOOTPRINT: 2,756 SF</p> <p>LOWER LEVEL: 2,107 SF</p> <p>MAIN LEVEL: 1,121 SF</p> <p>GARAGE: 614 SF</p> <p>TOTAL: 3,842SF</p>	

krysta dimick

krystamae@gmail.com
815.970.2995
South Salt Lake, Utah

CARRIGAN CANYON RESIDENCE NEW CONSTRUCTION

3118 E. CARRIGAN CANYON DRIVE
SALT LAKE CITY, UTAH

REVISION:	DESCRIPTION	DATE

DATE:
29 JUNE 2019
ISSUE

**PLANNED
DEVELOPMENT**
SHEET TITLE:
**DEVELOPMENT
AERIAL**

SHEET NUMBER:

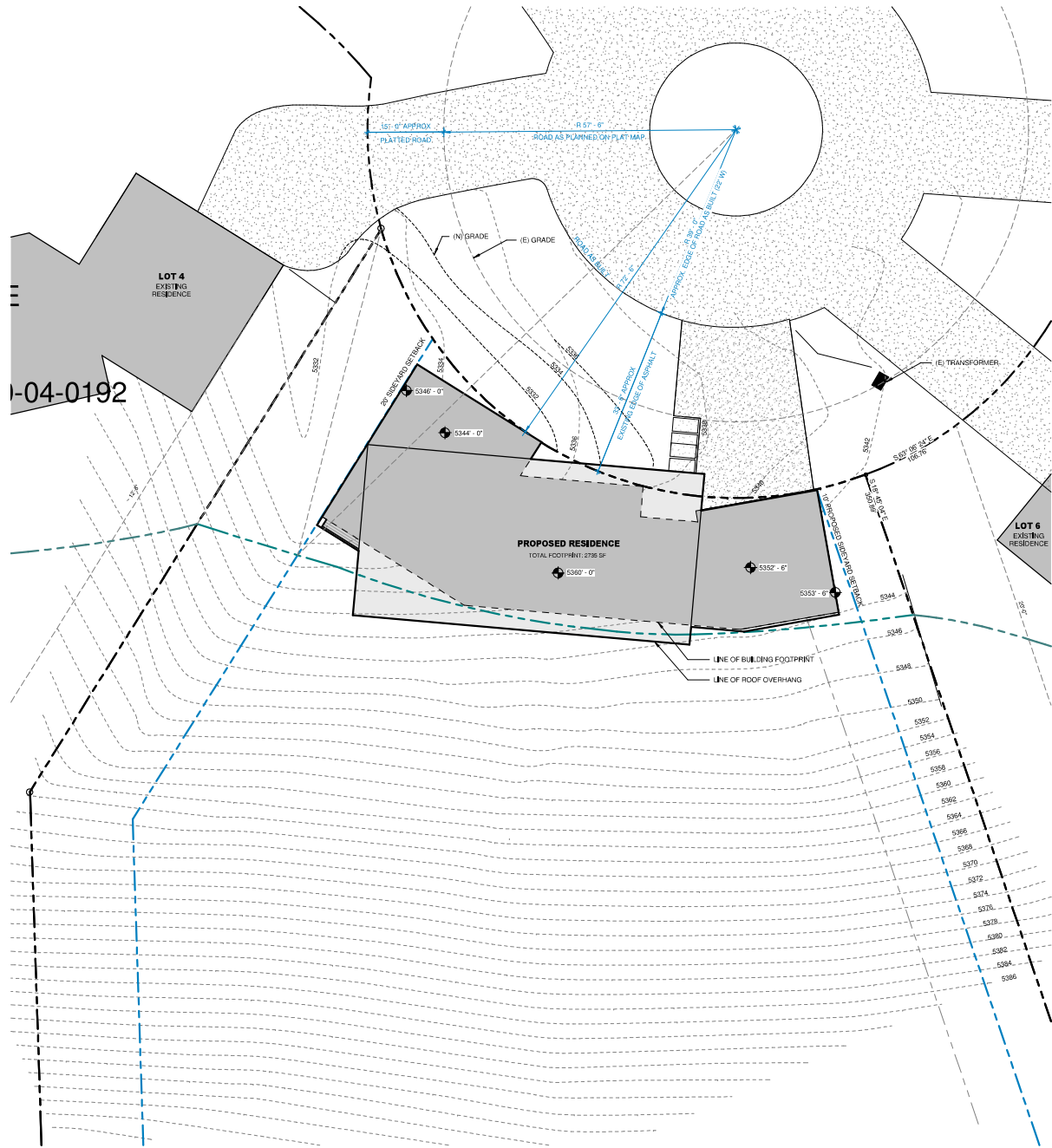
A1



1 SITE PLAN
SCALE: 1/8" = 1'-0"



NOTES:
1. THE DIAGRAM OF THE CARRIGAN COMMUNITIES FOR
REFERENCE ONLY. BOUNDARIES AND BUILDINGS HAVE
NOT BEEN OFFICIALLY SURVEYED.



I-04-0192

1 SITE PLAN
SCALE: 1" = 10'-0"

NOTES:
1. EXTENDED GRADING AND DRAINAGE PLAN BY CIVIL ENGINEER.



krysta dimick
krystamae@gmail.com
815.970.2995
South Salt Lake, Utah

CARRIGAN CANYON RESIDENCE

NEW CONSTRUCTION

3114 E. CARRIGAN CANYON DRIVE
SALT LAKE CITY, UTAH

REVISION NO.	DESCRIPTION	DATE

DATE: **29 JUNE 2019**
ISSUE:
PLANNED DEVELOPMENT

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
A2

krysta dimick

krystamae@gmail.com
815.970.2895
South Salt Lake, Utah

CARRIGAN CANYON RESIDENCE NEW CONSTRUCTION

3118 E. CARRIGAN CANYON DRIVE
SALT LAKE CITY, UTAH

REVISION NO.	DESCRIPTION	DATE

DATE: **29 JUNE 2019**
ISSUE:

PLANNED DEVELOPMENT

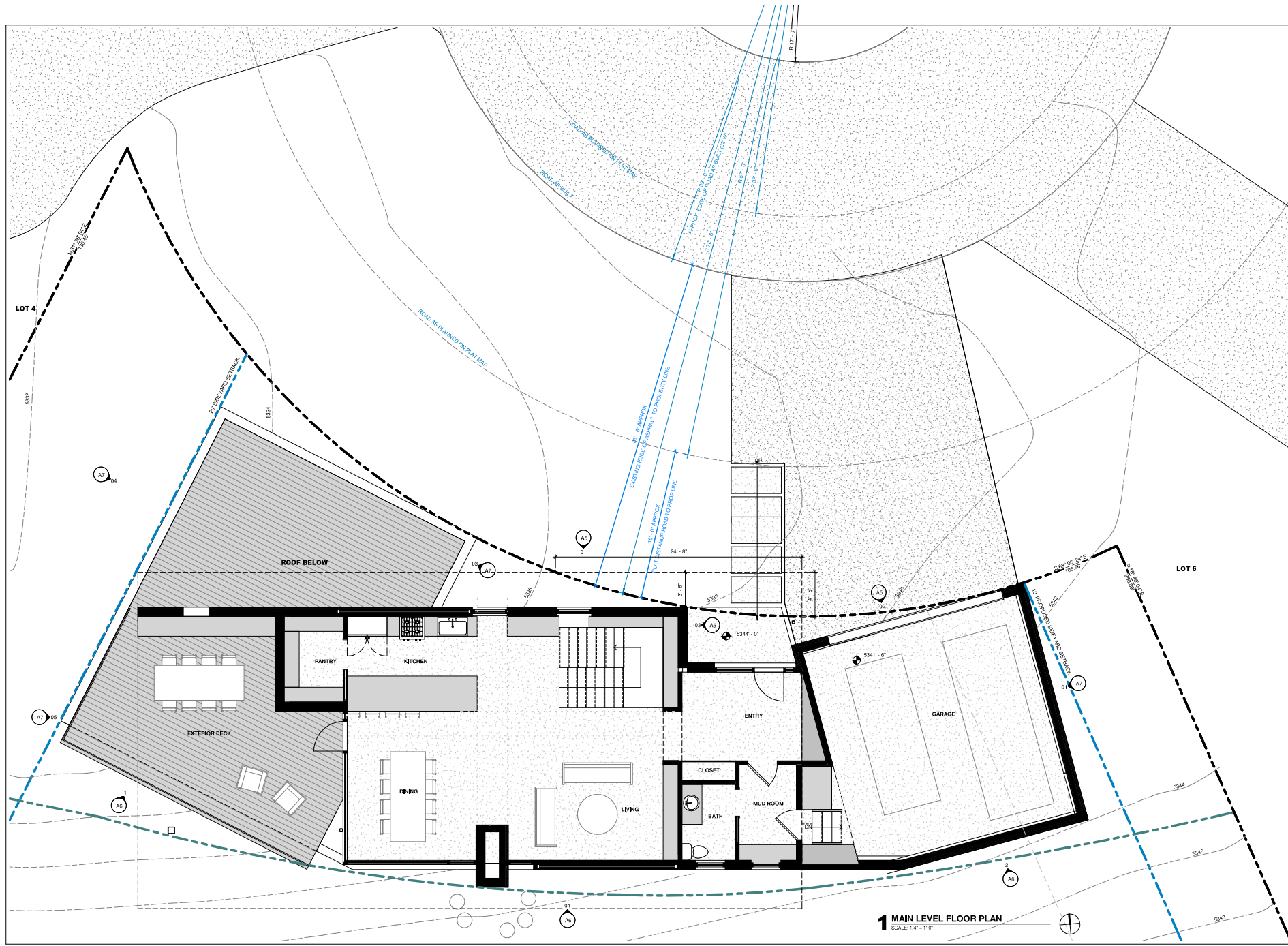
SHEET TITLE:
BASEMENT PLAN

SHEET NUMBER:

A3



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



1 MAIN LEVEL FLOOR PLAN
SCALE: 1/4" = 1'-0"

krysta dimick
krystamae@gmail.com
815.970.2995
South Salt Lake, Utah

CARRIGAN CANYON RESIDENCE
NEW CONSTRUCTION

3116 E. CARRIGAN CANYON DRIVE
SALT LAKE CITY, UTAH

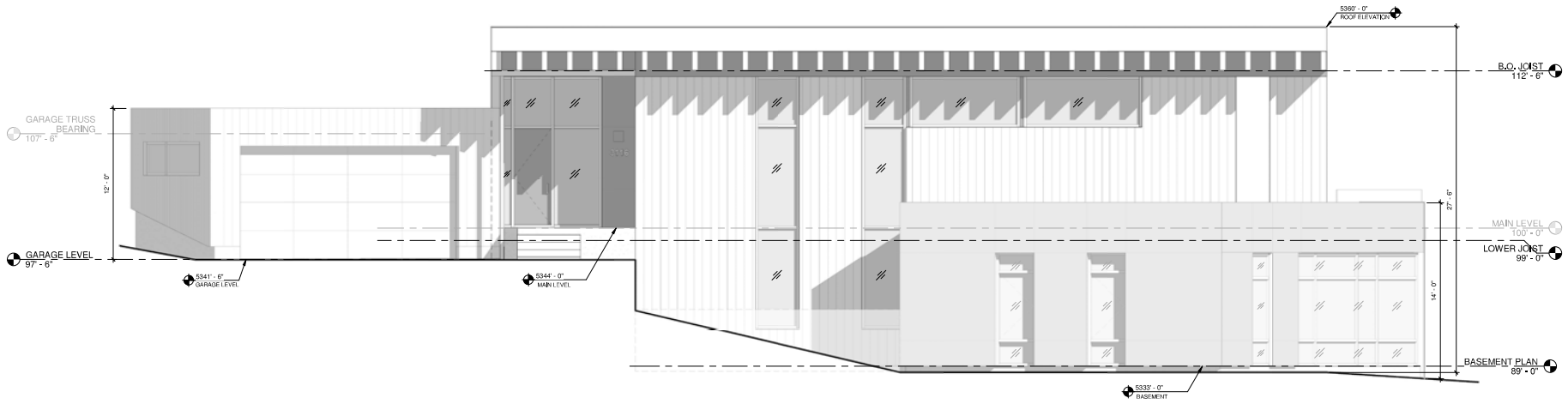
REVISION:	NO.	DESCRIPTION	DATE

DATE: **29 JUNE 2019**
ISSUE:
PLANNED DEVELOPMENT
SHEET TITLE:
MAIN LEVEL PLAN

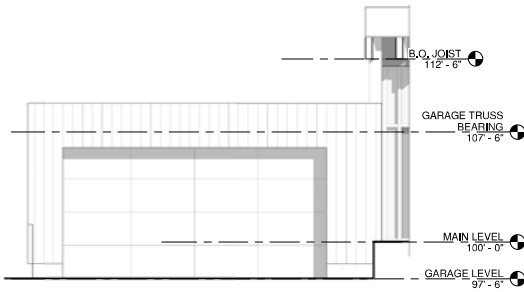
SHEET NUMBER:
A4

krysta dimick

krystamae@gmail.com
815.970.2995
South Salt Lake, Utah



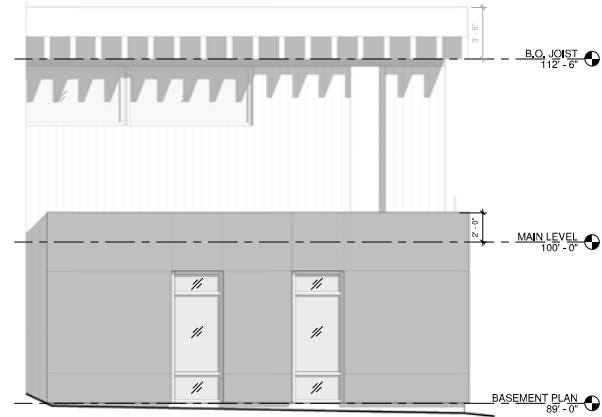
01 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



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



03 ENTRY - SIDE ELEVATION
SCALE: 1/4" = 1'-0"



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

CARRIGAN CANYON RESIDENCE
NEW CONSTRUCTION

3118 E. CARRIGAN CANYON DRIVE
SALT LAKE CITY, UTAH

REVISION:	NO.	DESCRIPTION	DATE

DATE: **29 JUNE 2019**
ISSUE:

PLANNED DEVELOPMENT

SHEET TITLE:
EXTERIOR ELEVATIONS - NORTH
SHEET NUMBER:

A5

krysta dimick

krystamae@gmail.com
815.970.2995
South Salt Lake, Utah

CARRIGAN CANYON RESIDENCE
NEW CONSTRUCTION

3114 E. CARRIGAN CANYON DRIVE
SALT LAKE CITY, UTAH

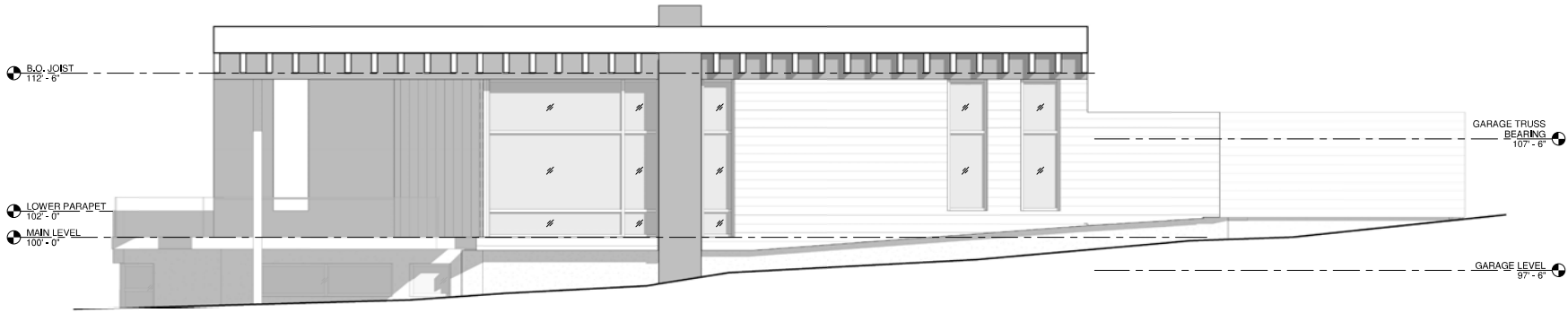
REVISION NO.	DESCRIPTION	DATE

DATE: **29 JUNE 2019**
ISSUE

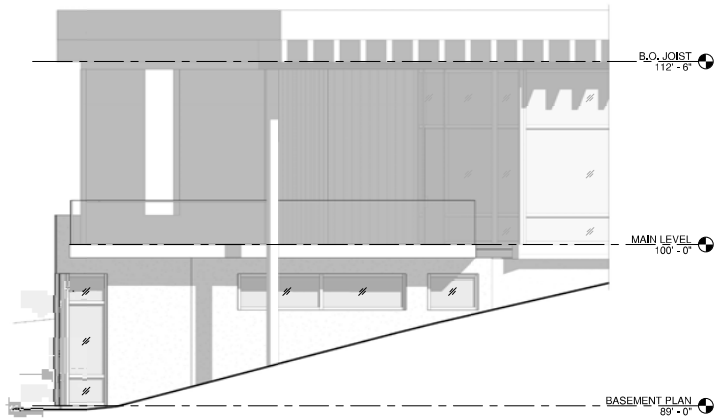
PLANNED DEVELOPMENT

SHEET TITLE:
EXTERIOR ELEVATIONS - SOUTH
SHEET NUMBER:

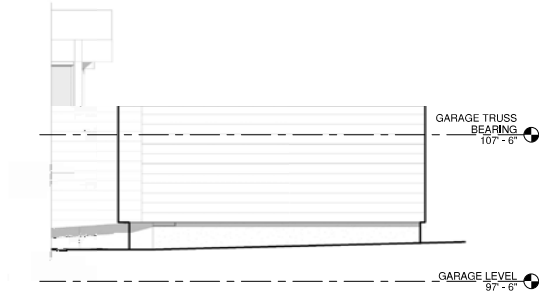
A6



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



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



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

krysta dimick

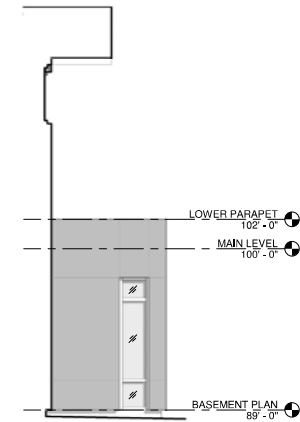
krystamae@gmail.com
815.970.2995
South Salt Lake, Utah



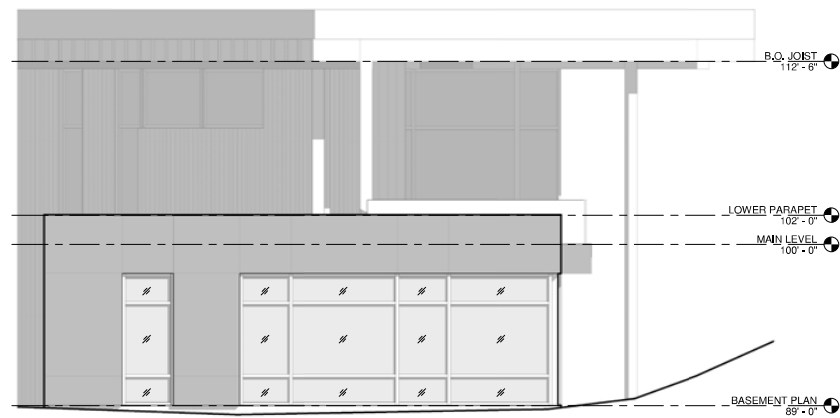
01 GARAGE - EAST ELEVATION
SCALE: 1/4" = 1'-0"



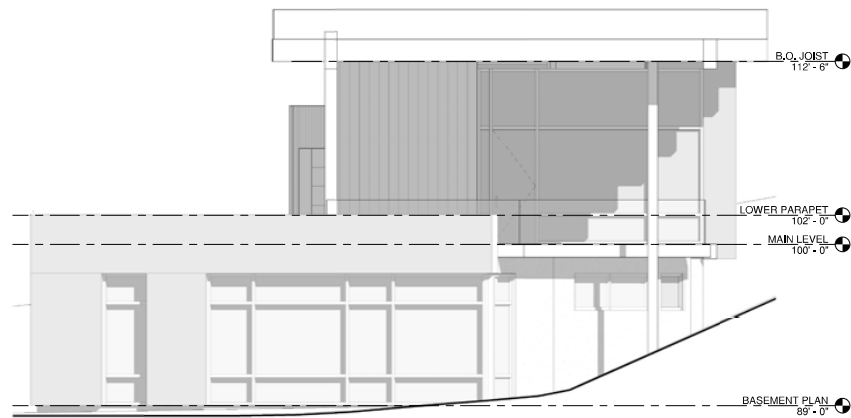
02 EAST ELEVATION
SCALE: 1/4" = 1'-0"



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



04 BLOCK - WEST ELEVATION
SCALE: 1/4" = 1'-0"



05 WEST ELEVATION
SCALE: 1/4" = 1'-0"

CARRIGAN CANYON RESIDENCE
NEW CONSTRUCTION

3116 E. CARRIGAN CANYON DRIVE
SALT LAKE CITY, UTAH

REVISION:	NO.	DESCRIPTION	DATE

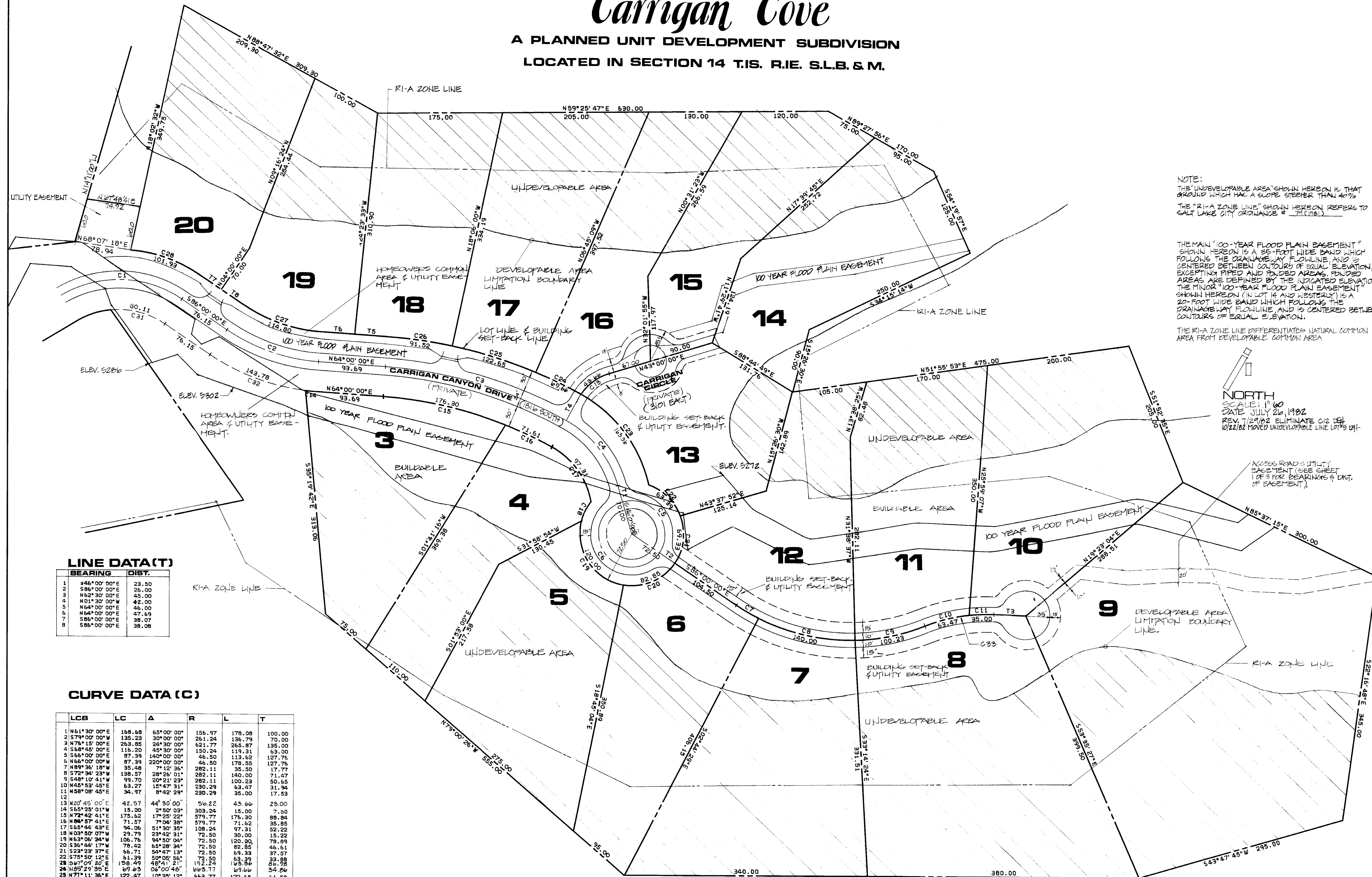
DATE: **29 JUNE 2019**
 ISSUE:
PLANNED DEVELOPMENT
 SHEET TITLE:
EXTERIOR ELEVATIONS - EAST + WEST
 SHEET NUMBER:

A7

ATTACHMENT B: Original approved plat, slope letters and map

Carrigan Cove

A PLANNED UNIT DEVELOPMENT SUBDIVISION
 LOCATED IN SECTION 14 T.15. R.1E. S.L.B. & M.



NOTE:
 THE UNDEVELOPABLE AREA SHOWN HEREON IS THAT AROUND WHICH HAS A SLOPE STEEPER THAN 40%
 THE "RI-A ZONE LINE" SHOWN HEREON REFERS TO SALT LAKE CITY ORDINANCE # 72(181)

THE MAIN "100-YEAR FLOOD PLAIN EASEMENT" SHOWN HEREON IS A 55-FOOT WIDE BAND WHICH FOLLOWS THE DRAINAGE WAY FLOWLINE AND IS CENTERED BETWEEN CONTOURS OF EQUAL ELEVATION, EXCEPTING PIPED AND POUNDED AREAS. POUNDED AREAS ARE DEFINED BY THE INDICATED ELEVATIONS. THE MINOR "100-YEAR FLOOD PLAIN EASEMENT" SHOWN HEREON (IN LOT 14 AND 15) IS A 20-FOOT WIDE BAND WHICH FOLLOWS THE DRAINAGE WAY FLOWLINE AND IS CENTERED BETWEEN CONTOURS OF EQUAL ELEVATION.

THE RI-A ZONE LINE DIFFERENTIATES NATURAL COMMON AREA FROM DEVELOPABLE COMMON AREA

NORTH
 SCALE: 1"=60'
 DATE: JULY 26, 1982

REV. 7/29/82 ELIMINATE C12 SET
 10/22/82 MOVED UNDEVELOPABLE LINE LOTS 14-15

ACCESS ROAD'S UTILITY EASEMENT (SEE SHEET 1 OF 3 FOR BEARINGS & DIST. OF EASEMENT)

LINE DATA (L)

LINE NO.	BEARING	DIST.
1	S45°00'00"E	23.50
2	S86°00'00"E	26.00
3	N64°30'00"E	45.00
4	N01°30'00"W	42.00
5	N64°00'00"E	46.00
6	N64°00'00"E	47.69
7	S86°00'00"E	38.07
8	S86°00'00"E	38.08

CURVE DATA (C)

LCB	LC	A	R	L	T
1	N61°30'00"E	168.68	65°00'00"	156.97	178.08
2	S79°00'00"W	135.23	30°00'00"	261.24	136.79
3	N76°15'00"E	263.85	24°30'00"	621.77	285.87
4	S68°48'00"E	116.20	45°30'00"	150.24	119.31
5	S66°00'00"E	87.39	140°00'00"	46.50	113.62
6	N64°00'00"E	87.39	320°00'00"	46.50	178.55
7	N89°36'18"W	35.48	7°12'36"	282.11	35.50
8	S72°36'23"W	138.57	28°26'01"	282.11	140.00
9	S48°10'41"W	99.70	20°21'21"	282.11	100.23
10	N45°53'48"E	63.27	15°47'31"	230.29	63.47
11	N58°00'40"E	34.97	8°42'29"	230.29	35.00
12					
13	N20°45'00"E	42.57	44°30'00"	56.22	45.66
14	S65°25'01"W	15.00	2°50'03"	309.26	15.00
15	N72°42'41"E	175.62	17°25'22"	579.77	175.30
16	N88°57'41"E	71.57	7°04'38"	579.77	71.62
17	S65°44'43"E	96.06	51°30'35"	108.26	97.31
18	N03°50'07"W	29.79	23°42'31"	72.50	30.00
19	N63°06'24"W	106.76	94°50'04"	72.50	120.80
20	S36°44'17"W	78.42	65°28'34"	72.50	78.89
21	S23°23'37"E	66.71	50°47'13"	72.50	69.33
22	S75°50'15"E	61.39	50°05'56"	72.50	69.39
23	S67°09'20"E	156.49	48°41'21"	102.24	163.56
24	N89°23'39"E	69.69	06°00'44"	665.77	69.66
25	N77°11'36"E	122.47	10°30'12"	665.77	122.66
26	N67°57'00"E	91.45	7°54'00"	665.77	91.52
27	S79°00'00"W	113.49	30°00'00"	219.24	114.80
28	N79°19'28"E	100.82	29°21'08"	198.97	101.93
29					
30					
31	N74°02'18"E	78.50	39°55'23"	80.11	41.76
32	N80°25'01"E	142.43	27°09'57"	309.24	143.78
33	N50°19'00"E	97.72	24°30'00"	250.29	98.47

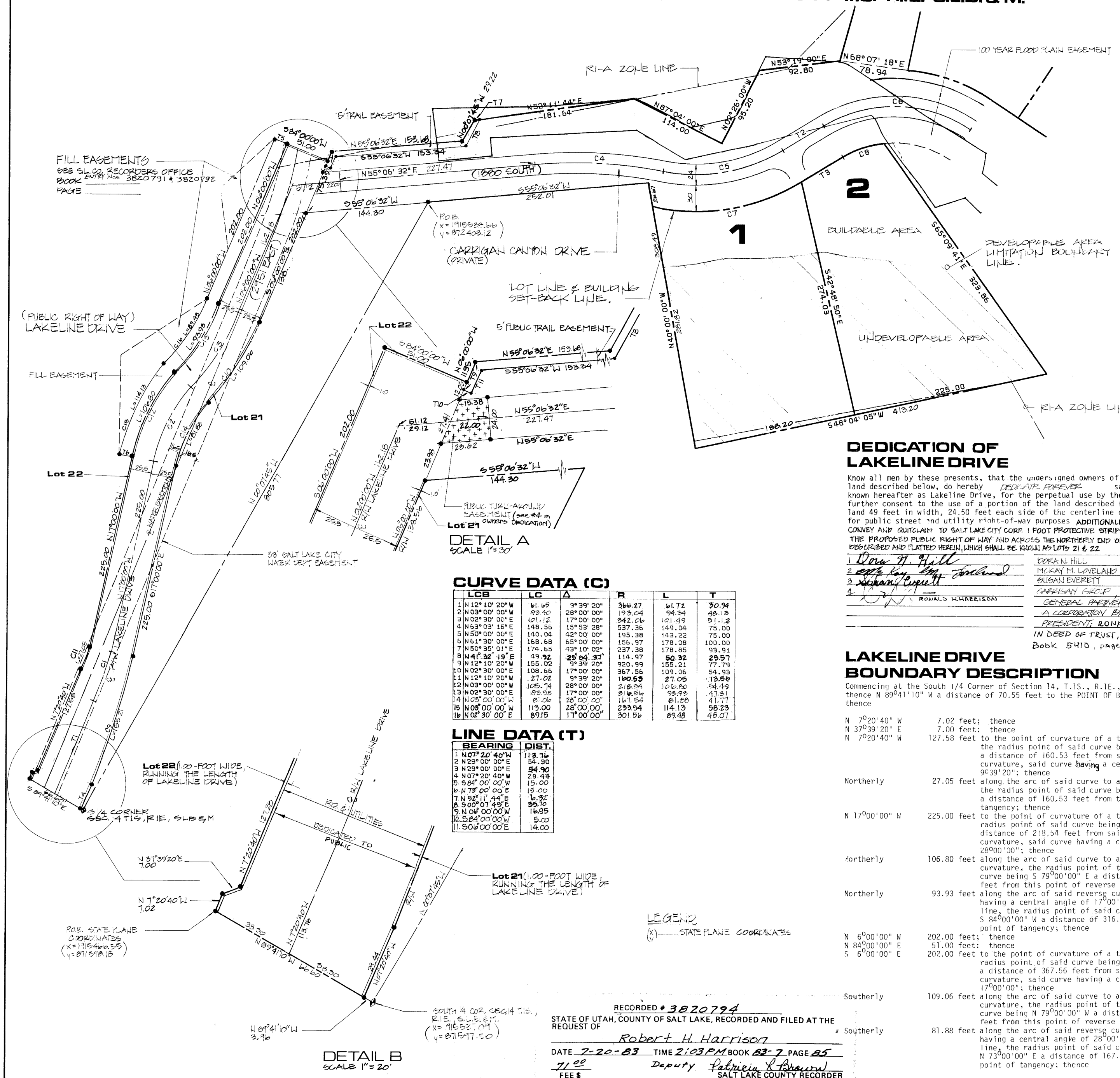
RECORDED # 3820794
 STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF
 Robert H. Harrison
 DATE 7-20-83 TIME 2:03 PM BOOK 83-7 PAGE 85
 Deputy Patricia J. Brown
 SALT LAKE COUNTY RECORDER

FINAL PLAT
 SHEET 3 OF 4

83-7-85

Carrigan Cove

A PLANNED UNIT DEVELOPMENT SUBDIVISION LOCATED IN SECTION 14 T.1S. R.1E. S.L.B. & M.



S 17°00'00" E 225.00 feet to the point of curvature of a tangent curve, the radius point of said curve being S 73°00'00" W a distance of 920.99 feet from said point of curvature, said curve having a central angle of 9°39'20"; thence
Southerly 155.21 feet along the arc of said curve to a tangent line, the radius point of said curve being S 89°32'20" W a distance of 920.99 feet from this point of tangency; thence
S 7°20'40" E 29.44 feet; thence
N 89°41'10" W 66.59 feet to the point of Beginning.
Containing 1.21 Acres, more or less.

The following description is the mathematical equivalent of the preceding description with all description terms correctly converted to the description terms of the Utah State Plane Rectangular Coordinate System, as filed with the Salt Lake City Engineer record of survey # ROP
A strip of land varying between 51 and 66 feet wide, being situated in the Southwest 1/4 of Section 14, Township 1 South, Range 1 East, S.L.B. & M., U.S. Survey, commencing at a point with state plane rectangular coordinates of X = 1,915,537.09 and Y = 871,597.50 based on the Lambert Conformal Projection, Utah Central Zone, said point being the South 1/4 Corner of said Section 14; thence

N 89°26'43" W along the section line, a distance of 70.55 feet to a point on the West line of Lakeline Drive with state plane rectangular coordinates of X = 1,915,466.55 and Y = 871,598.18, said point being the POINT OF BEGINNING; thence
N 7°06'13" W 7.02 feet; thence
N 37°53'47" E 7.00 feet; thence
N 7°06'13" W 127.58 feet to the point of curvature of a tangent curve, the radius point of said curve being S 82°53'47" W a distance of 160.53 feet from said point of curvature, said curve having a central angle of 9°39'20"; thence
Northerly 27.05 feet along the arc of said curve to a tangent line, the radius point of said curve being S 73°00'00" W a distance of 160.53 feet from this point of tangency; thence
N 16°45'33" W 225.00 feet to the point of curvature of a tangent curve, the radius point of said curve being N 73°00'00" E a distance of 218.54 feet from said point of curvature, said curve having a central angle of 28°00'00"; thence
Northerly 106.80 feet along the arc of said curve to a point of reverse curvature, the radius point of the aforementioned curve being S 78°45'33" E a distance of 218.54 feet from this point of reverse curvature; thence
Northerly 93.93 feet along the arc of said reverse curve, said curve having a central angle of 17°00'00", to a tangent line, the radius point of said curve being S 82°14'27" W a distance of 316.56 feet from this point of tangency; thence
N 5°45'33" W 202.00 feet; thence
N 84°14'27" E 51.00 feet; thence
S 5°45'33" E 202.00 feet to the point of curvature of a tangent curve the radius point of said curve being S 84°14'27" W a distance of 367.56 feet from said point of curvature, said curve having a central angle of 17°00'00"; thence
Southerly 109.06 feet along the arc of said curve to a point of reverse curvature, the radius point of the aforementioned curve being N 78°45'33" W a distance of 367.56 feet from this point of reverse curvature; thence
Southerly 81.88 feet along the arc of said reverse curve, said curve having a central angle of 28°00'00", to a tangent line, the radius point of said curve being N 73°14'27" E a distance of 167.54 feet from this point of tangency; thence
S 16°45'33" E 225.00 feet to the point of curvature of a tangent curve, the radius point of said curve being S 73°00'00" W a distance of 920.99 feet from said point of curvature, said curve having a central angle of 9°39'20"; thence
Southerly 155.21 feet along the arc of said curve to a tangent line, the radius point of said curve being S 89°46'47" W a distance of 920.99 feet from this point of tangency; thence
S 7°06'13" E 29.44 feet; thence
N 89°26'43" W 66.59 feet to the point of Beginning.
Containing 0.94 Acres, more or less.

DEDICATION OF LAKELINE DRIVE

Know all men by these presents, that the undersigned owners of the tract of land described below, do hereby DEED said land to be known hereafter as Lakeline Drive, for the perpetual use by the public and further consent to the use of a portion of the land described (a strip of land 49 feet in width, 24.50 feet each side of the centerline of said tract) for public street and utility right-of-way purposes. ADDITIONALLY, THE UNDERSIGNED CONVEY AND GUARANTEE TO SALT LAKE CITY CORP. 1 FOOT PROTECTIVE STRIPS ON EACH SIDE OF THE PROPOSED PUBLIC RIGHT OF WAY AND ACROSS THE NORTHERLY END OF THE SAME, NO CROSSING AND RELATED REPAIRS, WHICH SHALL BE KNOWN AS LOTS 21 & 22.

1 Don J. Hill DONALD HILL
2 John L. Loveland JOHN L. LOVELAND
3 Richard Everett RICHARD EVERETT
4 Ronald H. Harrison RONALD H. HARRISON
A COOPERATION BY R.H. HARRISON
PRESIDENT, RONALD H. HARRISON, TRUSTOR
IN DEED OF TRUST, ENTRY NO. 3714355 in Book 5410, page 972, official records.

LAKELINE DRIVE BOUNDARY DESCRIPTION

Commencing at the South 1/4 Corner of Section 14, T.1S., R.1E., S.L.B. & M.; thence N 89°41'10" W a distance of 70.55 feet to the POINT OF BEGINNING; thence
N 7°20'40" W 7.02 feet; thence
N 37°39'20" E 7.00 feet; thence
N 7°20'40" W 127.58 feet to the point of curvature of a tangent curve, the radius point of said curve being S 82°53'20" W a distance of 160.53 feet from said point of curvature, said curve having a central angle of 9°39'20"; thence
Northerly 27.05 feet along the arc of said curve to a tangent line, the radius point of said curve being S 73°00'00" W a distance of 160.53 feet from this point of tangency; thence
N 17°00'00" W 225.00 feet to the point of curvature of a tangent curve, the radius point of said curve being N 73°00'00" E a distance of 218.54 feet from said point of curvature, said curve having a central angle of 28°00'00"; thence
Northerly 106.80 feet along the arc of said curve to a point of reverse curvature, the radius point of the aforementioned curve being S 78°45'33" E a distance of 218.54 feet from this point of reverse curvature; thence
Northerly 93.93 feet along the arc of said reverse curve, said curve having a central angle of 17°00'00", to a tangent line, the radius point of said curve being S 82°00'00" W a distance of 316.56 feet from this point of tangency; thence
N 6°00'00" W 202.00 feet; thence
N 84°00'00" E 51.00 feet; thence
S 6°00'00" E 202.00 feet to the point of curvature of a tangent curve, the radius point of said curve being S 84°00'00" W a distance of 367.56 feet from said point of curvature, said curve having a central angle of 17°00'00"; thence
Southerly 109.06 feet along the arc of said curve to a point of reverse curvature, the radius point of the aforementioned curve being N 78°00'00" W a distance of 367.56 feet from this point of reverse curvature; thence
Southerly 81.88 feet along the arc of said reverse curve, said curve having a central angle of 28°00'00", to a tangent line, the radius point of said curve being N 73°00'00" E a distance of 167.54 feet from this point of tangency; thence

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE
On the 27 day of JULY AD, 1982, personally appeared before me, the undersigned Notary Public, in and for said county of Salt Lake in said state of Utah, the signer(s) of the above owners dedication 4 in number who duly acknowledged to me that they (lines 1-4) signed TE freely and voluntarily and for the uses and purposes therein mentioned.

John L. Loveland
Notary Public
Residing in Salt Lake County
My commission expires 11-1-85

NORTH
SCALE: 1" = 40'
DATE: JULY 22, 1982
REVISED 7/28/82 BY TRAIL EASEMENT DE

FINAL PLAT SHEET 2 OF 4

83-7-85

SALT LAKE CITY PLANNING COMMISSION

From Doug Wheelwright

September 30, 19⁸²

To Wes Dewsnap *Wes Dewsnap*

Subject Carrigan Cove Subdivision

Doug:

I have reviewed the letters from Chem And Associates (August 10, 1982) and Jack Zunimo (September 24, 1982) regarding lots 5, 9, 10 and 11 in Carrigan Cove Subdivision.

I reviewed the grading sheets and made calculations to show the 40% slope on the lots in question. They all appear, according to those sheets, to have a buildable area of at least 30'x40' that can be accessed according to the requirements of the Site Development regulations.

I think the comments by Chem and Associates arise out of a nomenclature problem on the maps prepared by The Land Group. They have shown a "buildable zone line" that corresponds to the "R-1A" zoning boundary, but do not show on the grading sheets the "undevelopable slopes" as required by Section 47-3-4(3).

I recommend that on the final grading plans, the "undevelopable slopes" line as defined in Section 47-3-4(3) as well as any "developable area limitation" as imposed by the Planning Commission per Section 47-3-2(11) be clearly marked. In addition, these areas should indicate that no further improvements, such as fences, landscaping, etc., are permitted.

I hope these comments will be useful to you in your reievew.

WD:rm



chen and associates, inc.
CONSULTING ENGINEERS



SOIL & FOUNDATION
ENGINEERING

401 IRONWOOD DR. • SALT LAKE CITY, UTAH 84115 • 801/487-3661

RECEIVED

SEP 27 1982

CITY PLANNING &
ZONING COMMISSION

August 10, 1982

Subject: Final Plat Review
Carrigan Cove Subdivision,
Salt Lake City, Utah

Job No. 216U

Mr. Ron Harrison
550 - 24th Street, Suite 300
Ogden, Utah 84401

Dear Mr. Harrison:

As requested, we have reviewed the final plat drawings for the proposed Carrigan Cove Subdivision to be located in Carrigan Canyon east of Salt Lake City, Utah. We previously conducted an engineering geology evaluation and geotechnical investigation for the proposed subdivision and reported our findings and recommendations on October 30, 1981 under Job No. 216U.

The drawings submitted for review were entitled Final Plat, dated June 17, 1982. Based on review of Sheets 1, 2 and 3, high hazard areas have been delineated as non-construction areas. Existing contours, available at the time of our review, indicate that a few areas designated as buildable have slopes greater than 40 percent. From the topography, this condition exists in lots 5, 9, 10 and 11. In questionable areas, slopes should be field checked.

From review of the final plats, it appears that the areas of high geological hazard, other than slopes greater than 40 percent, have been classified as undevelopable area. In our opinion avoidance of these high hazard areas should mitigate the geological hazards observed in the referenced report. Site hydrology was beyond the scope of services.

Recommendations contained within the report referenced above and subsequent letters should be followed during construction.

Geo. Verification Letter

Mr. Ron Harrison
August 10, 1982
Page 2

If you have any questions or if we can be of further service, please call.



JEN:dc
Rev. by DEB, P. E.

Sincerely,

CHEN AND ASSOCIATES, INC.

A handwritten signature in cursive script that reads "James E. Nordquist".

James E. Nordquist, P. E.

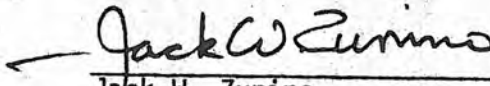
CARRIGAN COVE

SITE INSPECTION REPORT - SEPTEMBER 24, 1982

From on-site visual observation, it is our opinion that lot #5 of Carrigan Cove Subdivision is a buildable lot.

Lot #5 is located south of the proposed large cul-de-sac and extends up the hill to the south. It is a heavily wooded lot with scrub oak and some big tooth maple covering virtually the entire lot. The slope doesn't appear unbuildable until approximately 30' to 40' south of the northeast and northwest corners. This lot will require extra architectural consideration, but is a good residential building site.

Inspected By:



Jack W. Zunino

RECEIVED

SEP 27 1982

**CITY PLANNING &
ZONING COMMISSION**

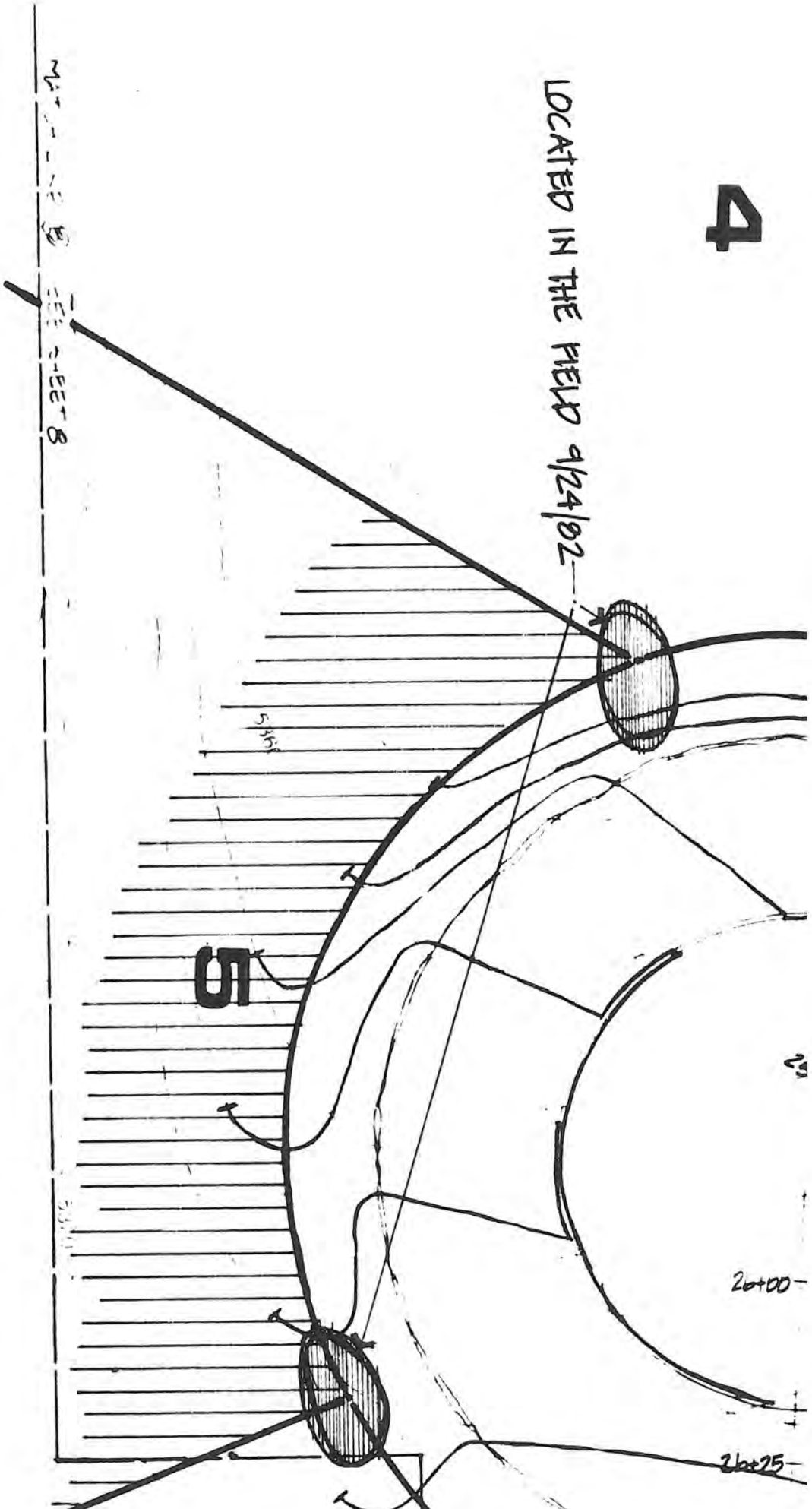


The Land Group

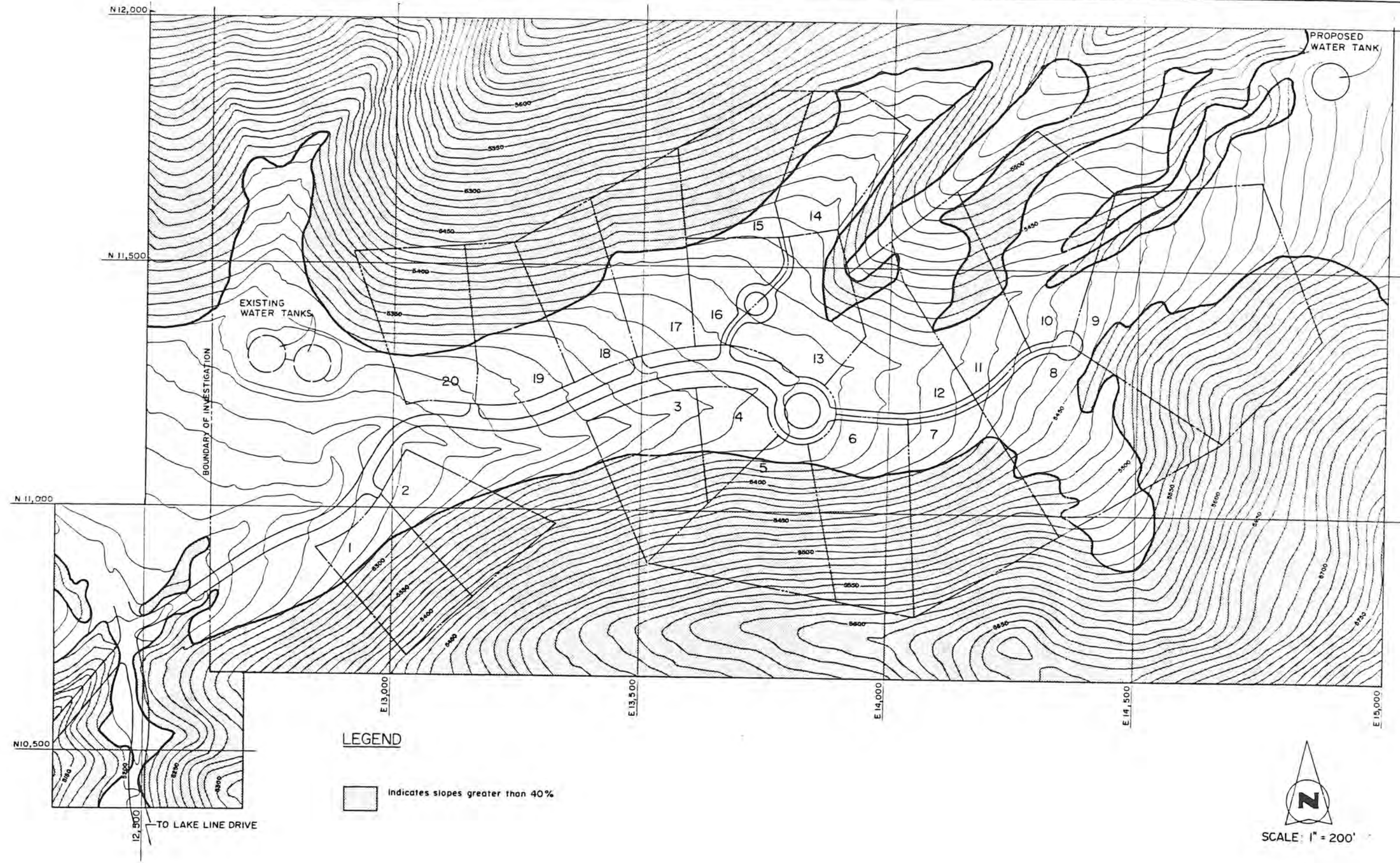
Landscape Architects, Engineers ASLA ACEC
Suite 304 • 205 West 700 South • Salt Lake City, Utah 84101 • (801) 364-1881

4

LOCATED IN THE FIELD 9/24/02



SCALE 1" = 20'-0"



SLOPE MAP CARRIGAN COVE		
chen and associates, inc. CONSULTING ENGINEERS 401 IRONWOOD DRIVE - SALT LAKE CITY, UTAH 84112		
Drawn <u>J.B.</u>	Check <u>J.N.</u>	Date <u>AUGUST, 1981</u>
Revised <u>October, 1981</u>	Job Number <u>215 U</u>	FIG 4

ATTACHMENT C: Public comments

From: [REDACTED]
To: [Stewart, Casey](#)
Subject: Lot 5 Carrigan Cove / Lindsey Nichola
Date: Monday, August 19, 2019 10:40:25 AM
Attachments: [Carrigan CC&Rs.pdf](#)
[ATT00001.htm](#)
[HOA letter to Lot 5 922018.pdf](#)
[ATT00002.htm](#)

Hello Mr. Stewart,

I received a copy of a notice from you about a pending hearing on modifications to Lot 5 in Carrigan Canyon. I am very concerned about the plans to modify the allowable home location and size that is being proposed. I am the immediate neighbor to the west of the property and the home as planned will severely impact my views, privacy and the enjoyment of my property. I have previously expressed my concerns to Alan Hardman of the Building Services Division and I will share my comments to him with you in hopes this will be discussed in the planning meeting and considered seriously before any decision is made. Additionally I have attached the CC&Rs Canyon HOA Board to Lindsey last fall.

Will you please send me a reply that you have received this email and follow up with any questions I might answer. Thanks for your time.

Kelly Ragsdale
[REDACTED]

"Hi Mr. Hardman,

I was given your contact information from Lindsey Nikola who is working with you to see if a home can be built on Lot 5 in Carrigan Canyon, Salt Lake City. I am Lindsey's immediate neighbor on Lot 4. Lindsey and I have been discussing the proposed home design and location on her property as well as her rights and obligations to follow the limitations that exist with her property in respect to County conditions and the Carrigan Canyon CC&R's. I have expressed to Lindsey if she is allowed to continue with her planned home it will greatly impact my privacy, property value and the natural characteristics common with all homes in our community.

Lindsey has requested variances of what would be allowed in her location from the Carrigan Canyon Home Owners Association Board on her proposed design and the HOA Board has denied permission to build without modification. Lindsey has expressed she will be asking for variances from the County and feels regardless of the known conditions with her property she is entitled to move ahead based on her interpretation of your ordinances as well as the Carrigan Canyon CC&R's. She has stated this to the Carrigan Canyon HOA and to me in writing.

Recently Lindsey conducted a soils study excavation that is in direct violation of the Carrigan CC&R's. She claims you granted her a digging permit where the CC&R's do not allow for any disturbance of a homesite without first obtaining a building permit. I understand logically she has to ascertain the conditions of the property to rule out any issues that may limit construction. My issue with this is she moved ahead while the Carrigan HOA was determining if this was something they would allow. She

is sending signals she intends to do as she pleases with disregard and is possibly manipulating the system thru her actions and advice from her attorney.

Lot 5 in Carrigan Canyon was platted with the original development. Every other Lot in Carrigan Canyon has been built on years ago. Her property has had multiple owners attempting to build a home and they have all run into issues with the same limitations Lindsey is experiencing. This is why a home does not exist on the site today. Consequentially Lindsey was able to purchase this property for well below market price and I believe she understood the conditions and limitations at the time of purchase. She certainly was given a copy of the Carrigan Canyon CC&R's. My home was built in 1993 and was designed around the known conditions of the adjacent Lot 5 and will be greatly impacted as I have stated. There is no reason I see to allow any variances for any constructions on Lot 5 since I feel Lindsey in good faith is aware of what she has purchased and its limitations.

I wanted you to be aware of the discussions that are occurring and ask you consider all of the factors before granting any further exceptions. I would be happy to meet with you and show you the existing conditions and the impact her proposed home would have on me. I would like to request that the County keeps me informed of any activities on this property, such as meetings or hearings I may attend and voice my concerns should the project move ahead.

I have attached a copy of the Carrigan Canyon CC&R's plus a letter from the Carrigan Canyon HOA Board last fall when Lindsey first proposed her project. The Board has not changed its position and has reiterated this to Lindsey again recently.

Thanks for reviewing this and please contact me if we can discuss this further. "

CARRIGAN CANYON HOA

September 2, 2018

To: Lindsey Nikola

From: Carrigan Canyon HOA Board of Directors

Re: Lot 5, 3116 Carrigan Canyon

Lindsey, we have reviewed your submissions, considered your statements made to us, and met as a board. Pursuant to your request, this is our position regarding your proposed plan for development of lot 5.

We object to the proposed house development, and unfortunately cannot assent to your plans as they appear from your submissions, for several reasons set out below.

1. The house location and size would be in violation of several provisions of our CCRs, including Article IV, paragraph 1, which limits any new home to one story in height “above the existing natural grade or elevation.” The HOA board may approve an additional story “if in its discretion the addition height is compatible with the landscape and does not unreasonably interfere with the views from other lots.” From what we can tell, your house would have two stories above the natural grade, would not be compatible with the landscape, and would likely interfere unreasonably with the views from the lot 6. Thus, we will not approve a two-story house on lot 5.

You have told us you want two stories but have not set out the height. Note that SLC ordinances applicable to FR 1 zones, which we are, state:

21A.24.010: GENERAL PROVISIONS

1. Special Building Height Controls: Uses and buildings in the FR-1/43,560, FR-2/21,780, FR-3/12,000 and FP Districts shall conform to the following special height regulations:

2. In the FR-1 District, the maximum building height shall be thirty-five feet (35') measured from established grade. The front and rear vertical building wall height shall not exceed thirty-one feet (31') measured from finished grade.

The FR-1 provisions state:

21A.24.020:

2. Height Special Exception: The Planning Commission, as a special exception to the height regulations of the applicable district, may approve a permit to exceed the maximum building height but shall not have the authority to grant additional stories. To grant a height special exception the Planning Commission must find the proposed plan:

a. Is a design better suited to the site than can be achieved by strict compliance to these regulations; and

b. Satisfies the following criteria:

(1) The topography of the lot presents difficulties for construction when the foothill height limitations are applied,

(2) The structure has been designed for the topographic conditions existing on the particular lot, and

(3) The impact of additional height on neighboring properties has been identified and reasonably mitigated.

c. In making these considerations the Planning Commission can consider the size of the lot upon which the structure is proposed.

d. The burden of proof is upon the applicant to submit sufficient data to persuade the Planning Commission that the criteria have been satisfied.

e. The Planning Commission may deny an application for a height special exception if:

(1) The architectural plans submitted are designed for structures on level, or nearly level, ground, and the design is transposed to hillside lots requiring support foundations such that the structure exceeds the height limits of these regulations;

(2) The additional height can be reduced by modifying the design of the structure through the use of stepping or terracing or by altering the placement of the structure on the lot;

(3) The additional height will substantially impair the views from adjacent lots, and the impairment can be avoided by modification; or

(4) The proposal is not in keeping with the character of the neighborhood.

Nowhere do we see the actual proposed height of your planned house. From what information we have, it appears your proposed two-story house would violate the above-cited SLC ordinances, as well as our CCRs, and would not qualify for any exception of either SLC or our CCR height restrictions.

2. The construction of the house, garage, driveway, necessary retaining walls, drainage and underground utility connections would require the destruction and removal of a large amount of indigenous dense natural gamble oak, which is the among the tallest and most dense on and around lot 5 in the canyon; it is a very important part of our canyon natural beauty. We decline to approve the destruction of the large amount of these trees which your construction would cause, as we have the right to do in Article IV, paragraph 14.
3. Your proposed construction would violate our CCRs Article IV, paragraph 15, which disallows and structures and other changes which would damage or change the natural slope or change the natural drainage and runoff.
4. Your proposed construction places *most of the house* on ground that is undevelopable, according to the plat map, SLC zoning ordinances, and our CCRs. We expressly disapprove of the proposed location, as we have the right to do according to Article IV, paragraph 5. The proposed location would require deep and drastic excavation into the steep wooded hillside, far beyond the rear lot undevelopable boundary on the plat. It would create an

unsightly scar on our natural terrain, completely incompatible with our CCRs and SLC FR1 ordinances. It would be contrary to the locations of every existing home in the canyon relative to the rear undevelopable line.

5. Your proposed development would contravene SLC FR -1 ordinances preventing construction on certain grades, as set out below in the **SLC 21A.24.020** ordinance controlling our FR-1 zone cited above:

G. Slope Restrictions: For lots subdivided after November 4, 1994, no building shall be constructed on any portion of the site that exceeds a thirty percent (30%) slope. All faces of buildings and structures shall be set back from any non-buildable area line, as shown on the plat if any, a minimum of ten feet (10') and an average of twenty feet (20').

Even if you argue that this slope restriction does not apply because the lot was subdivided before 1//4/94, the prior controlling provision with a steeper slope still would prohibit your proposed construction, since your proposal puts the house construction on a slope that was prohibited at the time of the Carrigan Cove Plat approval.

6. Your proposed construction violates our CCRs and SLC ordinances controlling the front lot setback, as set out in the FR-1 ordinance to which we adhere:

21A.24.020:

E. Minimum Yard Requirements:

1. Front Yard: The minimum depth of the front yard for all principal buildings shall be equal to the average of the front yards of existing buildings within the block face.

The proposed front setback from the road would require a drastic modification of the SLC's setback ordinance as applied to our canyon. Your surveyor, Mr. Hill, writes that the average front setback in our canyon from the road is about 31 feet, and you seek a variance from that to agree to a lesser setback. But Mr. Hill came to that average setback by having measured setbacks only from lots 3, 4, 6, 7,

and 8. The average of 31 feet using only those lots is not the average of the front setbacks for all houses along the block face. If all such house front setbacks were considered, the average of the existing home setbacks would be far greater than 31 feet. Mr. Hill's "average front setback" is wrong, and seriously understates the actual average front setback.

If the proper setback were determined, your proposal would require a much larger front setback variance from SLC and from us than what you are requesting. We will not agree to such a drastic variance from the applicable setback ordinance.

Please understand this may letter may not contain all objections we have, or violations of our CCRs and SLC ordinances. But it sets out several very serious objections, violations and concerns.

We are happy to further address these issues should you desire, you have our contact information.

Very truly yours,

Carrigan Canyon HOA Board of Directors

A solid black rectangular redaction box covering the signature of the Carrigan Canyon HOA Board of Directors.

3820796

DECLARATION OF RESTRICTIONS, COVENANTS
AND CONDITIONS FOR CARRIGAN COVE PLANNED UNIT DEVELOPMENT SUBDIVISION

Recorded Book _____ Page _____ As Entry No. _____
Records of Salt Lake County, Utah

THIS DECLARATION is made this 22nd day of June,
1983, by CARRIGAN GROUP, a Utah joint venture ("Grantor").

ARTICLE I

PURPOSE OF RESTRICTIONS, COVENANTS AND CONDITIONS

It is the intention of Grantor, expressed by its execution of this instrument, that its real property located in Salt Lake City, Salt Lake County, State of Utah, comprising the area known as Carrigan Cove Planned Unit Development Subdivision, (hereinafter referred to as the "Development") be maintained as nearly as is reasonably possible in its existing natural condition, and that improvements within the Development be designed and constructed to promote visual harmony throughout the Development. This Declaration protects certain undevelopable areas of the Development and the planned landscaping of the Development, subjects portions of the Development to restrictive easements for utilities, and grants to the owners of each lot in the Development a nonexclusive right to use common areas of the Development, as more specifically provided for hereinafter. The legal description of the Development is set forth on Exhibit "A" attached hereto and made a part hereof.

ARTICLE II

DEFINITIONS

Architect. The term "architect" shall mean a person holding a certificate to practice architecture in the State of Utah.

Common Areas. The term "common areas" shall be any real property within the subdivision that is not shown as a lot. These areas are, for the most part, the streets and natural drainage areas and steeper slopes in the Development, and includes the natural common areas.

Covenants. The term "covenants" shall mean, with respect to all property within the Development, the limitations,

BOOK 5476 PAGE 1088

restrictions, covenants, and conditions set forth in this Declaration.

Developable Area Limitation. The term "Developable Area Limitation" shall mean those portions of the subdivision lots, as designated on the plat of the subdivision as recorded, upon which the lot owner is prohibited from (1) constructing any buildings or improvements and (2) landscaping the area more extensively than its natural state, other than sprinkling systems approved by the Development Committee.

Development. The term "Development" shall mean all real property lying within the boundaries more particularly described in Exhibit A attached to this Declaration.

Development Committee. The term "Development Committee" shall mean the committee created pursuant to Article V.

Homeowners Association. The term "Homeowners Association" or "Association" shall mean a non-profit corporation which Grantor will cause to be incorporated under the laws of the State of Utah to manage the common areas and enforce the restrictions contained herein as they pertain to the Development.

Improvements. The term "improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, retaining walls, stairs, decks, hedges, windbreaks, poles, signs and generally any structures of any type or kind.

Indigenous Specie. The term "indigenous specie" shall mean a specie of ground cover, shrub or tree that can presently be identified in the Development and those species which may occur naturally within this clime.

Lot. The term "lot" shall mean any lot designated on the subdivision map for residential use. Lots 21 and 22 (one foot protective strips deeded to Salt Lake City) are excluded from this Declaration of Restrictions and Covenants.

Mortgage; Mortgagee. The term "mortgage" shall mean a deed of trust as well as a mortgage, and the term "mortgagee" shall mean a beneficiary under or a holder of a deed of trust as well as a mortgage.

BOOK 5476 PAGE 1089

Natural Slope. The term "natural slope" shall mean the existing slope of the ground prior to any disturbance of the surface of the land, but shall not include minor variations of 18 inches or less which may be made to maintain a more consistent grade.

Natural Common Areas. The term "natural common areas" shall mean those portions of the common areas, as designated on the Plat of the subdivision as recorded, on which no development of any kind is permitted except as set forth in Article V hereof.

Notice. The term "notice" shall mean a written notice, signed, dated and delivered to owner at his last known address or to Grantor through its registered agent.

Owner. The term "owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title and the equitable owner, whether one or more persons or entities by virtue of a purchase contract to any lot. Notwithstanding any applicable theory of mortgages, "owner" shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title by foreclosure or deed in lieu thereof.

Refinish. The term "to refinish" shall include to paint and to resurface.

ARTICLE III

PROPERTY SUBJECT TO RESTRICTIONS

Grantor hereby declares that the Development and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, and improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Development and every part thereof and for the benefit of each owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes or easements as the case may be, and shall constitute benefits and burdens to Grantor, its successors and assigns, and to

all parties hereafter owning any lot or interest in any lot in the Development.

ARTICLE IV

RESIDENTIAL AREA COVENANTS

1. Planned Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than single family dwellings including an attached or separate garage or carport for not more than 4 vehicles. All buildings shall not exceed one story in height above the existing average natural grade or elevation, provided that the Development Committee may approve buildings of up to two stories in height if in its discretion such additional height is compatible with the surrounding landscape and does not unreasonably interfere with views from other lots.

2. Architectural Control. No improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the improvement upon the lot have been approved by the Development Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location in respect with topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot line unless similarly approved. Approval shall be as set forth in Article VI.

3. Fire Resistant Design and Materials. The Development Committee shall not approve any construction plans where the Committee, acting in a reasonable manner, determines that such plans make use of materials and/or designs which are not sufficiently fire resistant, taking into consideration the relatively isolated location of the subdivision and also taking into consideration the techniques and construction materials which are in use or available at the time the plans are being reviewed. Specifically, and without limiting the foregoing, no roofing material may be used which will not meet a class "A" or "B" fire rating under the Uniform Building Code as adopted by Salt Lake City.

4. Colors and Finishes. The colors of all exterior surfaces of structures shall be only those which are commonly referred to as earth tone colors or black or white. No reflective finishes other than glass or hardware fixtures may be used on exterior surfaces.

5. Building Location.

(a) No building shall be located on any lot except in locations and with set backs as approved by the Development Committee.

(b) All buildings shall have minimum side yard of 8 feet and total side yards of 20 feet, and a minimum of 25 feet to the rear lot line. Detached garages may, however, be located immediately adjacent to side lot lines if located at least 4 feet to the rear of the house.

(c) For the purpose of this covenant, eaves and steps (less than 4 feet in height) shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Decks and porches if covered, enclosed or raised above the natural elevation shall be considered a building or part thereof.

6. Easements. For installation of and maintenance of utilities and drainage facilities, and to provide areas for excess water or flood runoff, areas are reserved as easements as shown on the recorded plat. Within these easements, no structure, materials or trees shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. Flood easements may not be interfered with in any way, including driveways or pedestrian walkways, without the written approval of the Planning Director and City Engineer of Salt Lake City. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or

BOOK 5476
PAGE 1092

utility company is responsible, and except for those areas of landscape easements and roads which shall be maintained by the Homeowners' Association.

7. Underground Utilities. All water, gas, electrical, telephone and other utility lines within the limits of the Development, except for meter or junction boxes, must be buried underground and may not be exposed above the surface of the ground.

8. Nuisances. No noxious or offensive activity resulting in such occurrences as offensive odors, unreasonable noise or the creation of hazardous or unsafe conditions shall be carried on upon any lot or common area nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. Antennas. There shall be no antenna of any sort either installed or maintained which is visible from other lots in the Development.

10. Unsightliness. No unsightliness shall be permitted within the Development. Without limiting the generality of the foregoing, (a) any unsightly facilities, equipment, tools, boats, vehicles other than automobiles, objects and conditions shall be appropriately screened from view, except during the time such items are in actual use; (b) all clothes lines, yard equipment, and other materials remaining outside of the building on any lot shall be kept screened by planting or fencing so as to conceal them from the view of neighboring lots, streets, access roads and areas surrounding the subdivision; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned within the Development, except for work done entirely within one of the constructed residences, and all motor vehicles stored on portions of lots visible from the streets shall be in running condition and properly licensed; and (d) refuse, garbage and trash shall be placed and kept at all times in covered containers and such containers shall be kept within an enclosed structure or appropriately screened from view, and each lot shall be kept free of trash and weeds.

BOOK 5476 PAGE 1093

11. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.

12. Signs. No sign of any kind shall be presented to the public view on any lot except one identification sign of not more than one square foot stating owners name and/or address, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales periods.

13. Animals and Pets. Dogs, cats, or other household pets, may be kept as permitted by zoning regulations provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owners premises and under handlers control. If in the opinion of the Development Committee, any of the aforementioned animals or pets become an annoyance, nuisance, or obnoxious to other owners throughout the subdivision, the committee may prohibit or require a reduction in the number of such pets.

14. Landscaping. Trees, lawns, shrubs or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Development Committee. No indigenous specie of living tree or shrub over 3 feet in height shall be destroyed or removed without the approval of the Development Committee. Improvements shall, where reasonably possible, be located so as to disturb the least amount of mature vegetation.

15. Slope Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the natural surface, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control area of each lot and all improvement in them shall be maintained

BOOK 5476 PAGE 1094

continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

16. Parking on Streets Prohibited. Parking on any of the roads or streets in the Development by owners or their guests or invitees is prohibited.

17. Sight Obstructions at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above any public or private street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, and a line connecting them at 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections if the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

18. Subdivision of Lots. No lot may be resubdivided into a lot or lots with an area smaller than that originally established.

19. Common Areas. The following shall be permitted in a common area, other than a natural common area:

(a) Private streets serving each of the lots, including a security gate at the entrance.

(b) Utility and water reservoir systems as needed or required by Salt Lake City.

(c) Landscape plantings consisting only of indiginous plant materials common to the area approved by the Development Committee.

(d) Buried water sprinkling systems, including maintenance thereof.

(e) Pedestrian circulation paths approved by the Development Committee, and also approved by Salt Lake City if

located within an area zoned for preservation of the natural state.

All owners of lots in the subdivision and members of their family residing with them and their guests, shall have a perpetual non-exclusive right to use such common areas, subject to such rules as may be adopted by the Development Committee for the protection of the people using the area to restrict noise, and to protect the vegetation in the common area and to generally maintain the common area (except for streets) in its natural state. Such area shall be maintained at the expense of the lot owners.

20. Developable Area Limitation. The developable area limitation restrictions of each lot, as defined herein and as shown on the recorded subdivision plat, shall apply to all lot owners to insure that steep or unstable slopes are protected from detrimental action.

21. Building Permit Required. No vegetation removal, excavating or construction of any kind will be permitted upon any lot in this subdivision, until a building permit, authorizing said activity or construction shall have been first obtained from Salt Lake City Corporation.

22. Notice of Soils and Geologic Report Filed. Notice is hereby given to lot owners that a soils and geologic report has been prepared for this subdivision and has been filed with the Salt Lake City Planning Commission. This report outlines existing soils and geologic conditions present for the area covered by the subdivision plat. Specific recommendations as to construction, slope stability, and earth quake faults are stated therein.

23. Notice of Limited Urban Services by Salt Lake City Corporation. Notice is hereby given to lot owners that this subdivision was approved as a planned unit development subdivision utilizing private streets. Therefore, normally provided urban services are limited to: water and sewer system service and maintenance; emergency services such as police, fire, and paramedic assistance. Street maintenance, garbage collection, and snow

BOOK 5476 PAGE 1096

removal as necessary to insure access by emergency vehicles must be privately contracted for by the Homeowners' Association.

ARTICLE V

NATURAL COMMON AREAS

No equipment, improvement or other property may be placed in or upon, or soil or earth material or vegetation be moved or destroyed, or in general any development occur, in a natural common area of the Development, except as follows:

(a) Landscape plantings consisting only of indiginous plant materials common to the area approved by the Development Committee.

(b) Buried water sprinkling systems, including maintenance thereof.

ARTICLE VI

DEVELOPMENT COMMITTEE

1. Membership. The Development Committee is comprised of three members appointed by the Grantor. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant except as herein provided.

2. Assumption of Duties by Homeowners Association. Upon construction of homes on fifty percent of the lots in the Development or expiration of five years from the date hereof, whichever shall first occur, all functions of the Development Committee shall be assumed by the Management Committee of the Homeowners Association.

3. Fees and Submittals. The Development Committee shall assess a review fee for each lot not to exceed \$75 for each residential dwelling unit. This fee shall be paid by the entity requesting permission to build or construct any project. The fee

BOOK 5476 PAGE 1097

shall be paid at the time of submission of plans to the Development Committee.

The Development Committee shall require the following:

- (a) Site plan to scale showing all existing features and proposed development.
- (b) Building floor plans to scale prepared by an architect.
- (c) Elevations of any and all structures.
- (d) Landscape planting plan to scale prepared by an architect or qualified designer holding a degree in landscape architecture.
- (e) Description of all exterior materials and colors with samples.

4. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after receipt plans and specifications which have been submitted to it, or if plans are not required and no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE VII

RESERVATION OF EASEMENTS BY GRANTOR

Grantor hereby reserves from each future Lot Owner perpetual easements to connect to utility systems in the Development, at such location or locations as selected by Grantor which do not interfere with the sighting of homes and garages on the Lots. Such easements permit Grantor, its successors and assigns, to lay, maintain, operate, repair, inspect, protect, remove and replace, including the right of ingress and egress, utility lines to properties not included in the Development, together with necessary valves, meters, appliances and fittings relating to said utility lines. Grantor, its successors and assigns, also reserve a

BOOK 5476 PAGE 1098

perpetual right of ingress and egress over the private roads in the Development for access to properties not included in the Development.

ARTICLE VIII

ENFORCEMENT

1. Legal Proceedings. The obligations, provisions, and covenants contained in this Declaration or any Supplemental or Amended Declaration with respect to the lots or with respect to a person or entity or property of a person or entity shall be enforceable by the Development Committee or the Homeowners Association or by any owner of a lot subject to this Declaration by a proceeding for a prohibitive or mandatory injunction, and/or for recovery or damages or amounts due and unpaid. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees.

In the event of any violation of these covenants the Development Committee or Homeowners Association may restore vegetation and slope to its original natural slope existing prior to such violation, replacing any tree which has been improperly removed or destroyed with a tree similar in type and size to any such tree so removed or with such other tree as the Development Committee may deem appropriate. The owner of such lot area shall reimburse the Development Committee for all expenses incurred by it in performing its obligations under this paragraph; provided, however, that with respect to the replacement of any tree the owner shall not be obligated to pay an amount in excess of the expenses which would have been incurred by the Development Committee had it elected to replace the destroyed or removed tree with a tree similar in type and size.

2. Mortgage Financing. No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration and no action to enforce the same shall defeat, render invalid or impair the lien

of any mortgage or deed of trust taken in good faith or for value and perfected by recording prior to the time of recording of any instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration or any Supplemental or Amended Declaration except only that violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors and assigns.

3. Limited Liability. Neither Grantor, the Development Committee or the Homeowners Association nor any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

ARTICLE IX

COVENANTS FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The owner of each lot hereby covenants, and each successive owner of any lot by acceptance of a deed or purchase contract therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (a) regular assessments or charges; (b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person or persons who were the owners of such property at the time when the assessment fell due. The Association may elect from time to time any remedy with regards to the defaults by owners without regard to any rule of law concerning the election of remedies.

BOOK 5476 PAGE 1100

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, aesthetics and welfare of the residents of the subdivision and for properties, services, and facilities generally relating to the use, enjoyment and protection of the common areas. Assessments may be made for restorations, replacements, additions, operations and maintenance and for the cost of labor, equipment, materials, management, and supervision relating thereto, including, but not limited to, garbage pickup, snow removal, erosion control measures, street improvements, including paving and lighting, street identification and traffic signs, utility services, property taxes and special assessments, pedestrian paths, beautification of developable common areas, sprinkling systems and security personnel and equipment.

3. Initial Deposit. An initial one time assessment of Five Hundred dollars (\$500.00) shall be assessed and shall be payable at the time of transfer of possession from Grantor to Owner.

4. Regular Assessments. The regular monthly assessments shall be 100% of the actual estimated monthly cost of maintenance and operations of common areas and other facilities and may include a management fee together with amounts necessary to pay any carry over shortage from previous periods. The Development Committee and thereafter Management Committee of the Homeowners' Association may in its discretion exempt the owners of lots which have not been built upon from paying regular assessments for garbage collection.

The Board of Directors of the Association may, after consideration of the current maintenance costs and future needs of the Association, provide for accumulation of reserves to meet projected needs.

5. Special Assessments for Capital Improvements. In addition to the regular assessments authorized by paragraph 4 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of described

BOOK 5476 PAGE 1101

capital improvements, including the necessary fixtures and personal property related thereto, provided that any such special assessment exceeding \$2,000.00 of improvement costs shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least ten (10) days in advance and shall set forth the purpose of the meeting.

6. Quorum for Any Action Authorized Under Section 5. The quorum required for any action authorized by paragraph 5 shall be as follows:

At the first meeting called, as provided in paragraph 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast fifty (50) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, the meeting may be continued subject to the notice requirement set forth in paragraph 5, and the required quorum at any such continued meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than fourteen (14) days following the preceding meeting.

7. Assessment Period. The assessment period for regular assessments shall be one month. All regular assessments shall be fixed at a monthly rate and may be adjusted by the Board of Directors in accordance with paragraph 9 to reflect current estimated costs of maintenance and operations. All assessments must be fixed at the same amount for all lots.

8. Date of Commencement of Regular Assessments. The regular assessments shall become due and payable on the first day of each month beginning on the month of the commencement date of the Association or such other date as fixed by the Board of Directors.

The due date of any specific assessment under paragraph 5 hereof shall be fixed in the resolution authorizing such assessment.

9. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and

the amount of the assessment against each lot for each assessment period, and shall at that time, prepare a roster of the properties and assessments applicable thereto and keep books of account showing receipts and disbursements which shall be kept in the office of the Association and shall be open to inspection by any owner at reasonable times.

Written notice of the assessment shall thereupon be sent to every lot owner.

10. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of eighteen (18) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action.

11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment.

12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all common areas.

ARTICLE X

GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall remain in full force and effect for a period of 40 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 years unless an instrument signed by two-thirds of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

2. Severability. Invalidity or unenforceability of any provision of this Declaration or of any Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

3. Multiple Owners. All references to the owner of a lot shall, in the event there is more than one owner of a lot, mean all owners of the lot, and all pronouns shall be deemed to refer to the masculine, feminine, singular or plural as the identity of the persons may require.

4. Amendments. These restrictions, or any part thereof, as from time to time in effect with respect to all or any part of the Development, and any limitation, restriction, covenant or condition thereof, may, at any time be amended or repealed upon the happening of the following events:

(a) The vote or written consent of owners owning not less than four-fifths (4/5) of the lots within the Development, approving the proposed amendment or amendments to the Restrictions; and

(b) The recordation of a certificate setting forth in full the amendments to the Restrictions so approved, including any portion or portions thereof repealed, and certifying that said amendment or amendments have been approved by owners owning not less than four-fifths (4/5) of the lots within the Development.

All of the limitations, restrictions, covenants and conditions of the Restrictions shall continue and remain in full force and effect at all times with respect to all property and each part thereof, included within the Development, subject, however, to the right to amend and terminate as provided for in the above paragraph.

5. No Waiver. Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision, restriction, covenant or condition or of any other provision, restriction, covenant or condition.

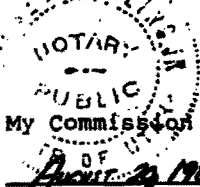
IN WITNESS WHEREOF, CARRIGAN GROUP has caused this instrument to be executed this 22 day of JUNE, 1983.

CARRIGAN GROUP

BY [Signature]
Ronald H. Harrison
General Partner

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 22nd day of JUNE, 1983, personally appeared before me Ronald H. Harrison, who being by me duly sworn did say, that he, the said Ronald H. Harrison is a joint venturer-general partner of CARRIGAN GROUP, a Utah joint venture, and that the within the foregoing instrument was signed by said individual pursuant to his authority as manager of the joint venture and in his capacity as a general partner of the partnership.


My Commission Expires: August 29 1984

[Signature]
Notary Public
Residing at: Salt Lake City, Utah

BOOK 5476 PAGE 1105

BOOK 5476 PAGE 1106

KATHLEEN L. JOHNSON
REGISTRAR
SALT LAKE COUNTY
UTAH

JUL 20 2 04 PM '93

501
M

REQ OF

\$

Theresa Snodgrass
EVELYN PROBERT

Russell A. Johnson

550 - 24th St. Suite 300
Ogden, UT. 84401

NOTICE OF NAME CHANGE OF HOMEOWNERS ASSOCIATION

NOTICE IS HEREBY GIVEN by the Board of Trustees that the Homeowners Association, Carrigan Cove Homeowners Association authorized by the Declaration of Restrictions, Covenants and conditions for Carrigan Cove Planned Unit Development Subdivision recorded July 20, 1983 as Entry No. 3820796 at Book 5476 Page 1088, in the official records of the Salt Lake County Recorder, affecting that certain property described in Exhibit "A" attached hereto, has been and will continue to operate under the name Carrigan Canyon Homeowners Association.

DATED: July 30, 1998.

CARRIGAN CANYON HOMEOWNERS ASSOCIATION

[Handwritten signature of Mark Miller]

By: Mark Miller
Its: President

[Handwritten signature of Steve Evans]

By: Steve Evans
Its: Vice President

[Handwritten signature of Fred Gonzales]

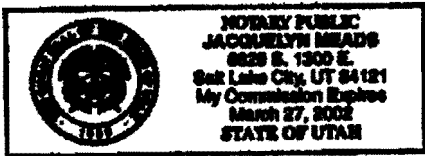
By: Fred Gonzales
Its: Secretary/Treasurer

ACKNOWLEDGEMENT

STATE OF UTAH)
)
) :ss
County of Salt Lake)

On the 30 day of July, 1998, personally appeared before me Mark Miller, Steve Evans and Fred Gonzales, who by me duly sworn, did say that they are the Board of Trustees of Carrigan Canyon Homeowners Association, a Utah non-profit corporation and that the foregoing, attached instrument was signed in behalf of said corporation by authority of a resolution of its Board of Trustees, and the said Mark Miller, Steve Evans and Fred Gonzales acknowledged to me that said corporation executed the same.

[Handwritten signature of Notary Public]
Notary Public



NO ATTACHMENT RECORDED
CO. RECORDER

BK 8059PG0661

7050527

7050527
08/07/98 1:03 PM 33.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
PROACTIVE ASSOCIATION MGMT.
6629 SOUTH 1300 EAST
SALT LAKE CITY, UTAH 84121
REC BY:A GARAY ,DEPUTY - MP

BK8059PG0662