



Memorandum

PLANNING DIVISION
DEPARTMENT of COMMUNITY and NEIGHBORHOODS

To: Salt Lake City Planning Commission
From: Aaron Barlow, Principal Planner
aaron.barlow@slcgov.com, 801-535-6182
Date: March 27, 2024
Re: PLNPCM2021-01241 – Row 17 Planned Development Modifications – 385 W 1700 S

Modification Request: Planned Development

PROPERTY ADDRESS: 435 East 400 South
PARCEL ID: 15-13-326-067-0000
MASTER PLAN: Central Community
ZONING DISTRICT: CG – General Commercial District
COUNCIL DISTRICT: District 4, Darin Mano

REQUEST

The ROW 17 project (now known as SUR 17) received approval from the Planning Commission on May 11, 2022. The applicant, Jarod Hall of Di'velept Design, is now requesting modifications to the project's lot layout and ownership structure. No physical changes to the site are proposed. Since these changes to the development plan are beyond the scope of administrative review, the Planning Commission must review them.

ACTION REQUIRED

Review the proposed changes to the project's lot layout and ownership structure. If the Planning Commission denies the changes, the project will be required to comply with the prior approval.

RECOMMENDATION:

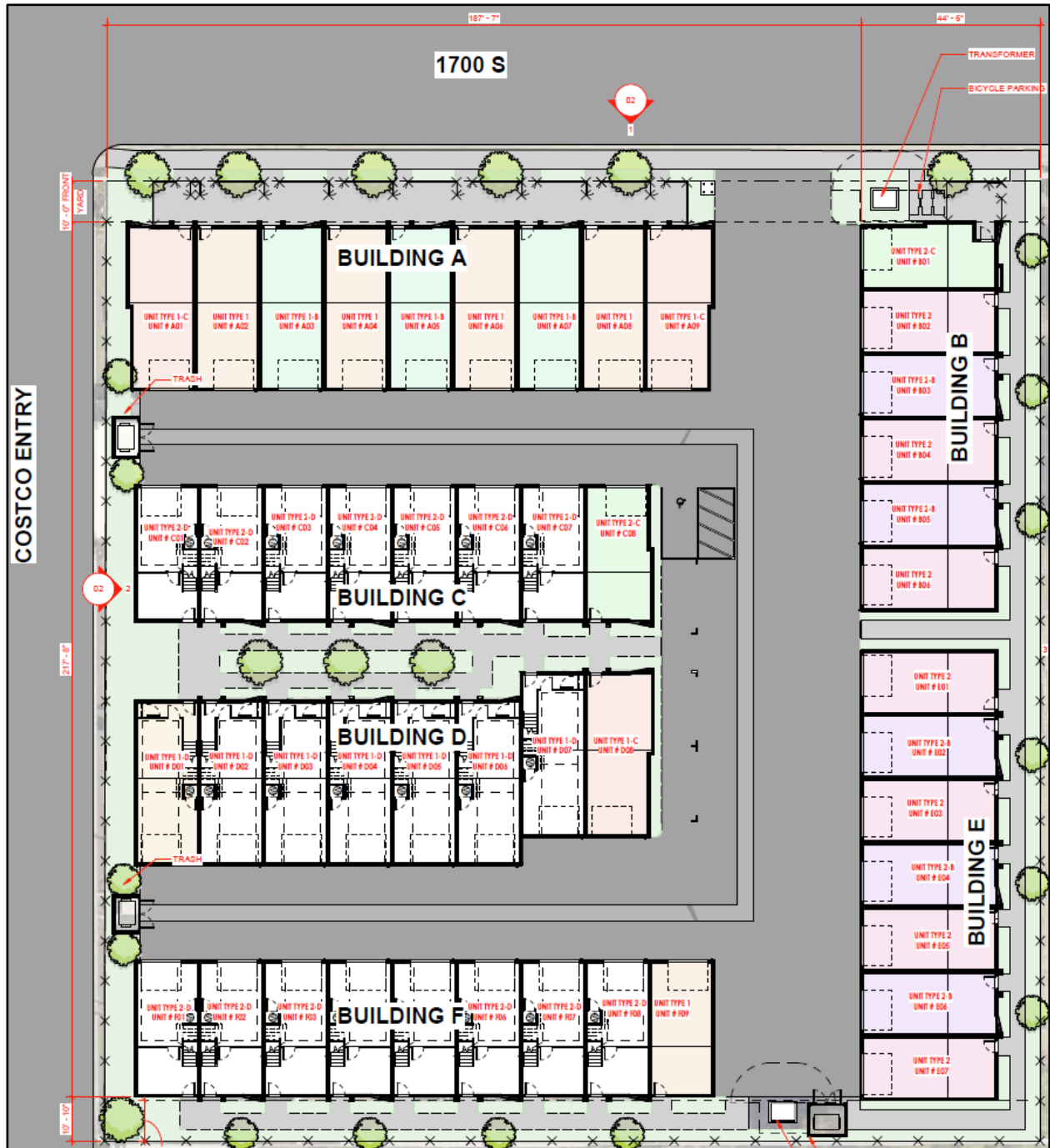
Planning staff recommends that the Planning Commission approve the modifications to the Row 17 (now known as Sur 17) Planned Development (case number PLNPCM2021-01241).

ATTACHMENTS:

- A. [Applicant Submittal](#)
- B. [Original Planning Commission Staff Report \(May 11, 2022\)](#)
- C. [Minutes from May 11, 2022, Planning Commission Meeting](#)
- D. [Original Record of Decision Letter](#)
- E. [Public Process and Comments](#)

BACKGROUND:

The Row 17 Planned Development received approval from the Planning Commission on May 11, 2022. That approval was for six townhouse-style multi-family structures containing 47 units. Dwellings within the project range from studio to two bedrooms in size. Planned Development approval was required for the project to allow modifications to zoning regulations related to building orientation (found in section [21A.36.010.B.1](#) of the Salt Lake City Zoning Ordinance), which requires that all buildings must face a public street when located on a lot within the CG General Commercial zoning district. The Planning Commission did not require any conditions with their approval of the proposal. A building permit was issued for the development in December 2023, and a Certificate of Occupancy in February 2024. Details related to the original request can be found in the Staff Report included in [Attachment B](#).



Site Plan submitted with initial application.

Requested Modifications to Approved Plans

The applicant is requesting to place each of the 47 units with the project site within their own lots, accessed by shared common space. The property lines for each lot would be drawn around the exterior walls of the individual units. Placing each unit within its own lot would create new lots without frontage on a public street, which is prohibited by the zoning ordinance (see section [21A.36.010.C](#)). The applicant is requesting to add this zoning modification to the development plan initially approved by the Commission.



Preliminary Plat showing proposed layout and location of lots.

When the Planning Commission approved the original request, the plans they approved included “the site design in relation to building placement and design, landscaping, mobility and circulation elements, and elements that were approved as zoning modifications” (see section [21A.55.100](#) of the zoning ordinance). Administrative approval is limited to minor modifications “in light of technical or engineering considerations,” to the following:

- Minor adjustments to building spacing, vehicular circulation, or open space;

- Adjustments to final grade;
- Altering or rearranging landscaping elements within landscaping buffer areas;
- Signs;
- Accessory structures; or
- Additions that comply with the lot and bulk requirements of the underlying zone.

Since none of the above-listed situations apply, Planning Commission approval is required. The Planning Commission is permitted to approve modifications (which, as mentioned above, includes elements that would require a modification to zoning regulations) to approved development plans, provided they remain in substantial conformity (or remain mostly the same) with the original plans (see section [21A.55.100.C](#) of the zoning ordinance).

No physical changes to the site are proposed as part of this request. The requested modifications would only affect the site's ownership structure. The proposed lot configuration is intended to allow units in the development to be individually sold. Because the requested changes would not modify the site's physical character, Planning staff finds that they are in substantial conformity with the originally approved development plan, as required by the zoning ordinance, and recommends approval.

NEXT STEPS:

Approval of the Requested Modifications

If the Planning Commission approves this request, they are approving modifications to the development plan for the Row 17 Planned Development (PLMPCM2021-01241). The development plan constitutes the site design in relation to building placement and design, landscaping, mobility and circulation elements, and any elements that were approved as zoning modifications. The applicant would then be able to begin the subdivision process with a Preliminary Plat application.

Denial of the Requested Modifications

If the Planning Commission denies the changes, the project will be required to comply with the prior approval.

ATTACHMENT A: Applicant Submittal

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SUR17 TOWNHOMES

385 WEST 1700 SOUTH
SALT LAKE CITY, SALT LAKE COUNTY, UTAH
SOUTHWEST 1/4 OF SECTION 13,
TOWNSHIP 1 SOUTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN

SURVEYORS CERTIFICATE

I, Richard Johanson, with Property Design LLC, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 152956, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have completed a survey of the property described on the plat in accordance with Section 17-23-17 of the Utah Code of the tract of land shown on this plat and described below, hereafter to be known as SUR17 TOWNHOMES and that same has been surveyed and shown on this plat. This survey was performed within the accordance of Title 58, Chapter 22 of the Professional Engineers and Professional Land Surveyors Licensing Act with a minimum accuracy of an urban survey, Class "A", or a linear closure of 1:15,000.
The purpose of this survey is to locate the boundaries of the described parcel and create a plat for a subdivision as shown hereon.

Prepared this _____ day of _____, 20__.

BOUNDARY DESCRIPTION

A parcel of land being all of six entire tracts described in that Warranty Deed, recorded as Entry #13798184 Tax ID No 15-13-326-006, 15-13-326-015, 15-13-326-037, 15-13-326-038, 15-13-326-041, & 15-13-326-010, in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Southwest quarter of Section 13, Township 1 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point that lies S 89°58'48" E 33.00 feet and S 00°07'26" W and 11.28 feet from the Northwest corner of Lot 12, Block 8, 5 Acre Plat "A", Big Field Survey; and running thence N 89°59'39" E 232.40 feet to a point (Which lies N 89°58'48" W 498.95 feet and S 00°09'04" W 11.17 feet from the Northeast corner of Said Lot 12); thence S 00°04'09" W 238.83 feet; thence N 89°58'48" W 232.61 feet; thence N 00°07'10" W 238.73 feet to the Point of Beginning.

The above described parcel of land contains 55,479 sq. ft. in area or 1.27 acres more or less. (Containing six lots, to be subdivided into 47 individual lots)

(Basis of Bearing is derived from found Street Monuments in 1700 South Street, N 89°59'06" E 792.26 feet (Rec.), as per the official Block 8, 5-Acre Plat "A" previous recorded surveys have been utilized to determine the placement of this parcel and these correlate with the monuments and other found evidence and have been used to prepare this Plat Map)

OWNER'S DEDICATION

ROW 1700, LLC, A UTAH LIMITED LIABILITY COMPANY, the owner of the described tract of land to be hereafter known as **SUR17 TOWNHOMES**, does hereby dedicate for the perpetual use of the public, all streets and other property as reflected and shown on this plan to be dedicated for public use. Owner(s) hereby consent and give approval to the recording of this plat for all purposes shown herein.

In witness whereof we have hereunto set our hands this _____ day of _____, 20__.

ROW 1700, LLC, A UTAH LIMITED LIABILITY COMPANY

By: _____
Print Name: _____
Title: _____

NOTARY ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared _____ the _____ of **ROW 1700, LLC, a Utah Limited Liability Company**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the foregoing Owner's Dedication and Consent regarding **SUR17 Townhomes** and was signed by him/her on behalf of said **ROW 1700, LLC, a Utah Limited Liability Company** and acknowledged that he/she/they executed the same.

Commission Number _____
My Commission Expires _____

Print Name: _____
A Notary Public Commissioned in Utah

CONSENT TO RECORD

On this 16th day of May, 2022, the **ROW 1700, LLC, a Utah Limited Liability company** entered into a **Construction Deed of Trust ("Deed of Trust")** with **University First Federal Credit Union** which Deed of Trust is recorded by the property more particularly described in the above identified Deed of Trust. Said Deed of Trust was recorded on **May 18, 2022**, Entry No. **13954336** in Book **11340** at Page **2012** in the official records of Salt Lake County Recorder's Office.

University First Federal Credit Union is fully aware that **ROW 1700, LLC, a Utah Limited Liability company**, is in the process of recording a Plat creating a project known as **SUR17 Townhomes**, and **University First Federal Credit Union** hereby consents to the recording of the plat for all purposes shown thereon.

Dated this _____ day of _____, 20__.

ROW 1700, LLC, A UTAH LIMITED LIABILITY COMPANY

By: _____
Print Name: _____
Title: _____

NOTARY ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared _____ the _____ of **ROW 1700, LLC, a Utah Limited Liability Company**, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the foregoing Consent to Record regarding the **SUR17 Townhomes** and was signed by him/her on behalf of said **ROW 1700, LLC, a Utah Limited Liability Company** and acknowledged that he/she/they executed the same.

Commission Number _____
My Commission Expires _____

Print Name: _____
A Notary Public Commissioned in Utah

Notes:

Pursuant to Utah Code Section 54-3-27(5), the Subdivider has notified all relevant public utilities that are anticipated to provide service to this subdivision, regarding the filing of this Plat.

Public Utility Notes:

Common Areas will also be dedicated as easements for common utilities that serve more than one unit, including water, sewer, and storm drain. Common areas will also be subject to shared drainage. These easements will be effectuated by the recording of this plat.

Notes:

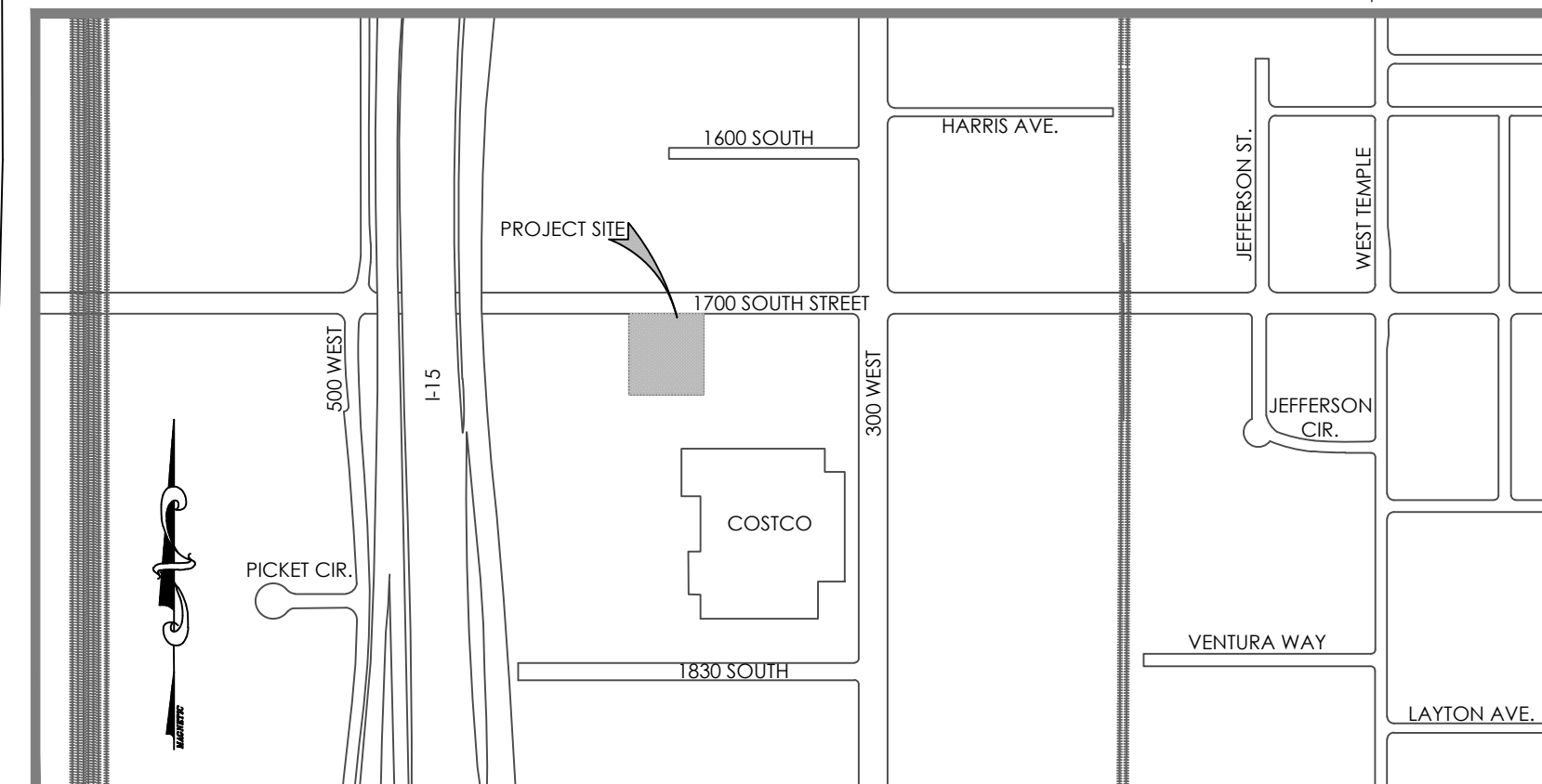
- Notice to purchasers: The infrastructure within this subdivision is privately owned and the maintenance, repair, replacement, and operation of the infrastructure is the responsibility of the property owners and will not be assumed by the City.
- A cost estimate or "reserve study" that covers the maintenance and replacement costs of the private infrastructure within this subdivision has been recorded with the plat as Entry Number _____ in Book _____ Page _____.
- Private Driveway, Common Area, and P.U.E. are effectuated by the recording of this plat as easements for common utilities that serve more than one unit, including water (fire and culinary), sewer, and storm drain. Common areas and private drives are subject to shared drainage from individual lots.

LEGEND

	PROPERTY BOUNDARY
	MONUMENT LINE
	ROAD CENTERLINE
	ADJACENT PROPERTY BOUNDARY
	BUILDING AREA/ LOT AREA
	RIGHT-OF-WAY
	COMMON AREA, P.U.E.
	PRIVATE DRIVE, P.U.E.
	BOUNDARY CORNER MARKER (VARIES)

VICINITY MAP

N.T.S.



NUMBER _____ ACCOUNT _____ SHEET 1 OF 1 SHEETS	PUBLIC UTILITIES DEPARTMENT	SALT LAKE COUNTY HEALTH DEPARTMENT	CITY ENGINEERING DIVISION	CITY PLANNING DIRECTOR	CITY ATTORNEY	CITY APPROVAL	SALT LAKE COUNTY RECORDED # _____ STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____ DATE _____ TIME: _____ BOOK: _____ PAGE: _____ FEE _____ SALT LAKE COUNTY RECORDER	NUMBER _____ ACCOUNT _____ SHEET 1 OF 1 SHEETS
	APPROVED THIS _____ DAY OF _____, A.D. 20____. BY SALT LAKE CITY SEWER AND WATER	APPROVED THIS _____ DAY OF _____, A.D. 20____.	I HEREBY CERTIFY THAT THE OFFICE HAS EXAMINED THE PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE. CITY SURVEYOR _____ DATE _____ CITY ENGINEER _____ DATE _____	APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE SALT LAKE CITY PLANNING COMMISSION. SALT LAKE CITY PLANNING COMMISSION	APPROVED AS TO FORM THIS _____ DAY OF _____, A.D. 20____.	PRESENTED TO SALT LAKE CITY THIS _____ DAY OF _____, A.D. 20____, AND IT IS HEREBY APPROVED. SALT LAKE CITY MAYOR _____ SALT LAKE CITY RECORDER _____		

SUR17 Townhomes (385 W 1700 S) - Reserve Study

Date: September 18, 2023



WEBER ENGINEERING
COLLECTIVE

Description	Total
1700 S ROW Roadway Improvements	
1700 S ROW Improvements	\$23,400.00
Utility Connections	\$13,650.00
Utility (W/I Prop Boundary)	\$126,105.00
Infrastructure (W/I Prop Boundary)	\$99,600.00
Storm Drain (W/I Prop Boundary)	\$72,660.00
Total Cost =	\$335,415.00

1700 S ROW Improvements	Qty.	Unit	Price/Unit	Total
Saw Cut and Pavement Removal	220	LF	\$4.00	\$880.00
1700 S Pavement Removal and Replacement	940	SF	\$8.00	\$7,520.00
Install 8" thick concrete drive entrance	1	LS	\$5,500.00	\$5,500.00
Type "A" Curb and Gutter	100	LF	\$15.00	\$1,500.00
Sidewalk Improvements (APWA 231)	1,000	SF	\$8.00	\$8,000.00
			Total=	\$23,400.00

1700 S Utility Connections (Inside 1700 S ROW)	Qty.	Unit	Price/Unit	Total
Sewer Connection Into Ex. 21" Sewer Line	1	LS	\$2,500.00	\$2,500.00
Install 6" SDR 35 PVC	50	LF	\$50.00	\$2,500.00
Waterline Connections into Ex. 12" Line	2	LS	\$2,000.00	\$4,000.00
Install 6" Fire Line	31	LF	\$80.00	\$2,480.00
Install 4" Culinar Water Line	31	LF	\$70.00	\$2,170.00
			Total=	\$13,650.00

Utilities (W/I Prop Boundary)	Qty.	Unit	Price/Unit	Total
6" Sewer Line	565	LF	\$22.00	\$12,430.00
6" Sewer Cleanouts	9	EA	\$500.00	\$4,500.00
4" Water Line	547	LF	\$15.00	\$8,205.00
6" Water Line	565	LF	\$18.00	\$10,170.00
3" Water Meter	1	LS	\$25,000.00	\$25,000.00
Water Line Connection W/ Valve	47	EA	\$600.00	\$28,200.00
Sewer Line Connection W/ Cleanout	47	EA	\$800.00	\$37,600.00
			Total=	\$126,105.00

Infrastructure (W/I Prop Boundary)	Qty.	Unit	Price/Unit	Total
Aspalt Installation (3" over 8" base couse)	14,400	SF	\$4.00	\$57,600.00
Concrete Waterways	400	LF	\$15.00	\$6,000.00
Sidewalks	6,000	SF	\$6.00	\$36,000.00
			Total=	\$99,600.00

Storm Drain (W/I Prop Boundary)	Qty.	Unit	Price/Unit	Total
Storm Tech	7,000	CUFT	\$6.00	\$42,000.00
Catch Basins	6	EA	\$2,000.00	\$12,000.00
Install 15" HDPE pipe	311	SF	\$60.00	\$18,660.00
		Total=		\$72,660.00

Future Costs (60 Year Lifespan)	Qty.	Unit	Price/Unit	Total
Asphalt Drive Replacement (Appr. 15 yr lifespan)	4	LS	\$57,600.00	\$230,400.00
Surface Utility Adjustments	1	LS	\$10,000.00	\$10,000.00
Concrete Maintenance (Settling)	1	LS	\$5,000.00	\$5,000.00
		Total=		\$245,400.00

**REPORT
GEOTECHNICAL STUDY
PROPOSED COMMERCIAL STRUCTURE
367-389 WEST 1700 SOUTH
SALT LAKE CITY, UTAH**

September 16, 2021

Job No. 980-001-21

Prepared for:

The Muve Group
4525 South 2300 East
Holladay, Utah 84117

Prepared by:

Gordon Geotechnical Engineering, Inc.
4426 South Century Drive, Suite 100
Salt Lake City, Utah 84123
Tel: 801-327-9600
Fax: 801-327-9601
www.gordongeotech.com

September 16, 2021
Job No. 980-001-21

The Muve Group
4525 South 2300 East
Holladay, Utah 84117

Attention: Mr. Matt Sneyd

Ladies and Gentlemen:

Re: Report
Geotechnical Study
Proposed Commercial Structure
367-389 West 1700 South
Salt Lake City, Utah

1. INTRODUCTION

1.1 GENERAL

This report presents the results of our geotechnical study performed at the site of the proposed commercial structure, which is located at 367-389 West 1700 South in Salt Lake City, Utah. The general location of the site with respect to major topographic features and existing facilities, as of 1998 and 1999, is presented on Figure 1, Vicinity Map. A detailed location of the site showing existing roadways and surrounding facilities, on an air photograph base, is presented on Figure 2, Area Map. The locations and alignments of photographs taken of the site during the field portion and the boring locations drilled in conjunction with this study are also presented on Figure 2.

1.2 OBJECTIVES AND SCOPE

The objectives and scope of our study were planned in discussions between Mr. Matt Sneyd of The Muve Group and Mr. Patrick Emery of Gordon Geotechnical Engineering, Inc. (G²).

In general, the objectives of this study were to:

1. Accurately define and evaluate the subsurface soil and groundwater conditions across the site.

2. Provide appropriate foundation, earthwork, pavement, and geoseismic recommendations to be utilized in the design and construction of the proposed development.

In accomplishing these objectives, our scope has included the following:

1. A field program consisting of the drilling, logging, and sampling of four borings.
2. A laboratory testing program.
3. An office program consisting of the correlation of available data, engineering analyses, and the preparation of this summary report.

1.3 AUTHORIZATION

Authorization was provided for our Professional Services Agreement No. 21-0733 dated July 22, 2021 and authorized on July 29, 2021.

1.4 PROFESSIONAL STATEMENTS

Supporting data upon which our recommendations are based are presented in subsequent sections of this report. Recommendations presented herein are governed by the physical properties of the soils encountered in the exploration borings, measured and projected groundwater conditions, and the layout and design data discussed in Section 2., Proposed Construction, of this report. If subsurface conditions other than those described in this report are encountered and/or if design and layout changes are implemented, G² must be informed so that our recommendations can be reviewed and amended, if necessary.

Our professional services have been performed, our findings developed, and our recommendations prepared in accordance with generally accepted engineering principles and practices in this area at this time.

2. PROPOSED CONSTRUCTION

A commercial structure is planned for the 1.27-acre site. The structure is anticipated to be one-extended to two levels in height and of wood-frame construction established slab-on-grade.

Maximum column and wall loads are anticipated to be on the order of 90 to 120 kips and 3 to 5 kips per lineal foot, respectively. Real loads are defined as the total of all dead plus frequently applied (reduced) live loads. Floor slab loads will be relatively light on the order of 200 pounds per square foot or less.

Site development will require a minor amount of earthwork in the form of site grading. It is estimated that maximum cuts and fills to achieve design grades will be on the order of two to three feet.

Paved surface parking areas will also be part of the overall development. Traffic over the pavements will consist of a light to moderately light volume of automobiles and light trucks, and some medium-weight trucks. In roadway, the traffic will be somewhat higher.

3. INVESTIGATIONS

3.1 FIELD PROGRAM

In order to define and evaluate the subsurface soil and groundwater conditions across the site, 4 borings were drilled to depths ranging from 16 to 46 feet below existing grade. The borings were drilled using a rubber tire truck-mounted drill rig equipped with hollow-stem augers. Locations of the borings are presented on Figure 2.

The field portion of our study was under the direct control and continual supervision of an experienced member of our geotechnical staff. During the course of the drilling operations, a continuous log of the subsurface conditions encountered was maintained. In addition, relatively undisturbed and small disturbed samples of the typical soils encountered were obtained for subsequent laboratory testing and examination. The soils were classified in the field based upon visual and textural examination. These classifications have been supplemented by subsequent inspection and testing in our laboratory. Detailed graphical representation of the subsurface conditions encountered is presented on Figures 3A through 3D, Log of Borings. Soils were classified in accordance with the nomenclature described on Figure 4, Unified Soil Classification System.

A 3.25-inch outside diameter, 2.42-inch inside diameter drive sampler (Dames & Moore) and a 2.0-inch outside diameter, 1.38-inch inside diameter drive sampler (SPT) were utilized in the subsurface sampling at the site. The blow counts recorded on the boring logs were those required to drive the sampler 12 inches with a 140-pound hammer dropping 30 inches.

Following completion of drilling operations, one and one-quarter-inch diameter slotted PVC pipe was installed in Borings B-1 and B-2 in order to provide a means of monitoring the groundwater fluctuations.

3.2 LABORATORY TESTING

3.2.1 General

In order to provide data necessary for our engineering analyses, a laboratory testing program was performed. The program included moisture and density, Atterberg limits, partial gradation,

consolidation, and chemical tests. The following paragraphs describe the tests and summarize the test data.

3.2.2 Moisture and Density Tests

To aid in classifying the soils and to help correlate other test data, moisture and density tests were performed on selected undisturbed samples. The results of these tests are presented on the boring logs, Figures 3A through 3D.

3.2.3 Atterberg Limits Test

To further aid in classifying the site soils, an Atterberg limits test was performed on a selected sample. Results of the tests are tabulated below:

Boring No.	Depth (feet)	Liquid Limit (percent)	Plastic Limit (percent)	Plasticity Index (percent)	Soil Classification
B-4	2.5	50	27	23	CL

3.2.4 Partial Gradation Tests

To aid in classifying the granular soils, two partial gradation tests were performed. Results of the test are tabulated below:

Boring No.	Depth (feet)	Percent Passing No. 4 Sieve	Percent Passing No. 200 Sieve	Soil Classification
B-1	2.5	77.6	29.2	SM – FILL
B-3	2.5	68.5	34.7	SM/GM - FILL

3.2.5 Consolidation Tests

To provide data necessary for our settlement analyses, a consolidation test was performed on each of three representative samples of the fine-grained soils encountered in the exploration borings. The data available indicates that the soils are slightly to moderately over-consolidated and when loaded below the over-consolidated pressure the soils will exhibit moderate compressibility characteristics. Detailed results of the tests are maintained within our files and can be transmitted to you, at your request.

3.2.6 Chemical Tests

To determine if the site soils will react detrimentally with concrete, chemical tests were performed on a representative sample of the natural soils. The results of the chemical tests are tabulated below:

Boring No.	Depth (feet)	Soil Classification	pH	Total Water-Soluble Sulfate (mg/kg-dry)
B-1	5.0	CL	8.43	<6.28

4. SITE CONDITIONS

4.1 SURFACE

The site consists of adjoining parcels containing 1.27 acres of developed land. The majority of the site is covered by existing structures and associated asphalt concrete parking lot. The remainder of the site is covered with landscaping areas, trees, and fences. The existing structures appear to be of metal-frame/masonry construction established slab-on-grade.

The site is bordered by existing commercial structures to the east, 1700 Street bounds the site to the north, an access road bounds the site to the west, and an existing parking lot to the south.

The topography of the site slopes gently to the west with an overall relief on the order of three to five feet across the site. The site grade is at approximately the same elevation as the grade of the adjacent streets.

Representative photographs of the site area are shown on Figures 5A and 5B, Photographs.

4.2 SUBSURFACE SOIL

The soil conditions encountered in each of the borings, to the depths penetrated, were relatively similar. In Boring B-4, a two and one-half-inch layer of asphalt concrete underlain by six inches of aggregate base was encountered. From the ground surface in Borings B-1 through B-3 and underlying the pavement section at Boring B-4, silty sand and gravel fill was encountered that extends to depths of two and one-half to four and one-half feet. The fills were likely placed in a somewhat controlled manner during construction of the area; however, unless compaction testing reports can be provided, they must be considered a non-engineered fill. Non-engineered fill will exhibit variable and, in most cases, poor engineering characteristics.

In general, underlying the fills the soils consisted primarily of natural silty clays that extend to the maximum depths explored of 16 to 46 feet. The clays are soft to stiff, slightly moist to saturated, brown, and will exhibit moderate strength and compressibility characteristics under the anticipated loading range.

The lines designating the interface between soil types on the boring logs generally represent approximate boundaries. In-situ, the transition between soil types may be gradual.

4.3 GROUNDWATER

Immediately following drilling operations, the groundwater was measured in each boring. On August 20, 2021, the groundwater was measured within the piezometers placed in the borings. Groundwater measurements are tabulated below:

Boring No.	Groundwater Depth (feet)	
	August 9, 2021	August 20, 2021
B-1	9.0*	Pipe destroyed.
B-2	9.0*	Pipe destroyed.
B-3	9.0*	No PVC installed.
B-4	9.0*	No PVC installed.

* During drilling; not stabilized

NGWE No groundwater encountered

Seasonal and longer-term groundwater fluctuations on the order of one to two feet are projected, with the highest seasonal levels generally occurring during the late spring and early summer months.

5. DISCUSSIONS AND RECOMMENDATIONS

5.1 SUMMARY OF FINDINGS

The proposed structure can be supported upon conventional spread and continuous wall foundations established on suitable natural soils and/or granular structural fill extending to suitable natural soils.

The most significant geotechnical aspect of the site is the non-engineered fill encountered to depths of two and one-half to four and one-half feet in each of the borings. Additionally, deep

non-engineered fills associated with the demolition and backfill of the existing structures must be anticipated. Non-engineered fills must be completely removed from beneath the building footprint and rigid pavement areas.

Due to the non-engineered fills encountered, a qualified geotechnical engineer from our staff must aid in verifying that all non-engineered fills have been completely removed prior to the placement of structural site grading fills, footings, or foundations.

Detailed discussions pertaining to earthwork, foundations, floor slabs, lateral resistance and pressures, pavement, and the geoseismic setting of the site are discussed in the following sections.

5.2 EARTHWORK

5.2.1 Site Preparation

Initial preparation of the site must consist of the removal of the existing structures and pavements, debris, and any associated non-engineered fills. In proposed flexible pavement areas, the existing asphalt concrete and fills may remain provided that they do not interfere with the final grade. The asphalt concrete should be perforated to facilitate drainage and proofrolled.

Further preparation of the site must consist of the removal of all non-engineered fills, loose surficial soils, topsoil, debris, and other deleterious materials from beneath an area extending at least three feet beyond the perimeter of the proposed building, rigid pavement, and exterior flatwork areas.

The non-engineered fills may remain in flexible pavement areas as long as they are properly prepared. Proper preparation will consist of scarifying and moisture conditioning the upper eight inches and recompacting to the requirements of structural fill. However, it should be noted that compaction of fine-grained soils (clays and silts) as structural site grading fill will be very difficult, if not impossible, during wet and cold periods of the year. As an option for proper preparation and recompaction, the upper eight inches of the non-engineered fills may be removed and replaced with granular subbase over proofrolled subgrade. Even with proper preparation, flexible pavements established on non-engineered fills may experience some long-term movements. If the possibility of these movements is not acceptable, these non-engineered fills must be completely removed.

Subsequent to the above operations and prior to the placement of footings, structural site grading fill, or floor slabs, the exposed natural subgrade must be proofrolled by passing moderate-weight rubber tire-mounted construction equipment over the surface at least twice. If any loose, soft, or disturbed zones are encountered, they must be completely removed in footing and floor slab areas and replaced with granular structural fill. If removal depth required is greater than two feet, G² must be notified to provide further recommendations. In pavement

areas, unsuitable soils encountered during recompaction and proofrolling must be removed to a maximum depth of two feet and replaced with compacted granular structural fill.

5.2.2 Excavations

Temporary construction excavations in cohesive soil, above or below the water table, not exceeding four feet in depth, may be constructed with near-vertical sideslopes. Temporary excavations up to 12 feet deep in fine-grained cohesive soils (clays) may be constructed with sideslopes no steeper than one-half horizontal to one vertical. Temporary excavations up to 12 feet deep in granular soils may be constructed with sideslopes no steeper than one horizontal to one vertical.

Utility trench excavations must conform within Occupational Safety and Health (OSHA) guidelines for trench safety.

To minimize disturbance to the underlying soils, it is our recommendation that footings be excavated with a backhoe equipped with a smooth-lip bucket.

All excavations must be inspected periodically by qualified personnel. If any signs of instability or excessive sloughing are noted, immediate remedial action must be initiated.

5.2.3 Structural Fill

Structural fill is defined as all fill which will ultimately be subjected to structural loadings, such as imposed by footings, floor slabs, pavements, etc. Structural fill will be required as backfill over foundations and utilities, as site grading fill, and in some areas, as replacement fill below footings. All structural fill must be free of sod, rubbish, topsoil, frozen soil, and other deleterious materials. Structural site grading fill is defined as fill placed over fairly large open areas to raise the overall site grade. For structural site grading fill, the maximum particle size should generally not exceed four inches; although, occasional larger particles, not exceeding six inches in diameter may be incorporated if placed randomly in a manner such that “honeycombing” does not occur, and the desired degree of compaction can be achieved. The maximum particle size within structural fill placed within confined areas should generally be restricted to two inches.

The on-site soils may be utilized as structural site grading fill. It should be noted that unless moisture control is maintained, utilization of natural on-site clayey soils as structural site grading fill will be very difficult, if not impossible, during wet and cold periods of the year. Only granular soils are recommended as structural fill in confined areas, such as around foundations and within utility trenches.

To stabilize soft subgrade conditions or where structural fill is required to be placed below a level one foot above the water table at the time of construction, a mixture of coarse gravels and cobbles and/or one and one-half- to two-inch gravel (stabilizing fill) should be utilized.

Non-structural site grading fill is defined as all fill material not designated as structural fill and may consist of any cohesive or granular soils not containing excessive amounts of degradable material.

5.2.4 Fill Placement and Compaction

All other structural fill shall be placed in lifts not exceeding eight inches in loose thickness. Structural fills shall be compacted in accordance with the percent of the maximum dry density as determined by the AASHTO¹ T-180 (ASTM² D-1557) compaction criteria in accordance with the table below:

Location	Total Fill Thickness (feet)	Minimum Percentage of Maximum Dry Density
Beneath an area extending at least 3 feet beyond the perimeter of the structure	0 to 8	95
Outside area defined above	0 to 6	90
Outside area defined above	6 to 8	92
Road base	-	96

Structural fills greater than eight feet thick are not anticipated at the site.

Subsequent to stripping and prior to the placement of structural site grading fill, the subgrade must be prepared as discussed in Section 5.2.1, Site Preparation, of this report. In confined areas, subgrade preparation should consist of the removal of all loose or disturbed soils.

Non-structural fill may be placed in lifts not exceeding 12 inches in loose thickness and compacted by passing construction, spreading, or hauling equipment over the surface at least twice.

Coarse gravel and cobble mixtures (stabilizing fill), if utilized, shall be end-dumped, spread to a maximum loose lift thickness of 15 inches, and compacted by dropping a backhoe bucket onto the surface continuously at least twice. As an alternative, the fill may be compacted by passing moderately heavy construction equipment or large self-propelled compaction equipment over the surface at least twice. Subsequent fill material placed over the coarse gravels and cobbles shall be adequately placed so that the “fines” are “worked into” the voids in the underlying coarser gravels and cobbles.

¹ American Association of State Highway and Transportation Officials

² American Society for Testing and Materials

5.2.5 Utility Trenches

All utility trench backfill material below structurally loaded facilities (flatwork, floor slabs, roads, etc.) should be placed at the same density requirements established for structural fill. If the surface of the backfill becomes disturbed during the course of construction, the backfill should be proofrolled and/or properly compacted prior to the construction of any exterior flatwork over a backfilled trench. Proofrolling may be performed by passing moderately loaded rubber tire-mounted construction equipment uniformly over the surface at least twice. If excessively loose or soft areas are encountered during proofrolling, they should be removed to a maximum depth of two feet below design finish grade and replaced with structural fill.

Most utility companies and City-County governments are now requiring that Type A-1 or A-1-a (AASHTO Designation – basically granular soils with limited fines) soils be used as backfill over utilities. These organizations are also requiring that in public roadways the backfill over major utilities be compacted over the full depth of fill to at least 96 percent of the maximum dry density as determined by the AASHTO T-180 (ASTM D-1557) method of compaction. We recommend that as the major utilities continue onto the site that these compaction specifications are followed.

The natural fine-grained cohesive soils are not recommended for use as trench backfill.

5.3 SPREAD AND CONTINUOUS WALL FOUNDATIONS

5.3.1 Design Data

The results of this study indicate that the proposed structure may be supported upon conventional spread and continuous wall foundations. Under no circumstances shall footings be placed overlying non-engineered fills.

For design, the following parameters are provided with respect to the projected loading discussed in Section 2., Proposed Construction, of this report:

Minimum Recommended Depth of Embedment for Frost Protection	- 30 inches
Minimum Recommended Depth of Embedment for Non-frost Conditions	- 15 inches
Recommended Minimum Width for Continuous Wall Footings	- 18 inches
Minimum Recommended Width for Isolated Spread Footings	- 24 inches
Recommended Net Bearing Pressure for Real Load Conditions	
For footings on suitable <u>natural soils</u> and/or structural fill extending to suitable <u>natural soils</u>	- 2,500 pounds per square foot
Bearing Pressure Increase for Seismic Loading	- 50 percent*

- * Not applicable for edge bearing pressure when the footings are established upon granular soil. Use 25 percent for overturning or other inclined loading.

The term “net bearing pressure” refers to the pressure imposed by the portion of the structure located above lowest adjacent final grade. Therefore, the weight of the footing and backfill to the lowest adjacent final grade need not be considered. Real loads are defined as the total of all dead plus frequently applied live loads. Total load includes all dead and live loads, including seismic and wind.

5.3.2 Installation

Under no circumstances should the footings be installed overlying non-engineered fills, soft or disturbed soils, construction debris, frozen soil, or within ponded water.

If the natural soils upon which the footings are to be established become loose or disturbed, they must be removed and replaced with granular structural fill. If the natural granular soils or granular structural fill upon which the footings are to be established become disturbed, they should be recompacted to the requirements for structural fill or be removed and replaced with structural fill.

The width of structural replacement fill, as required below footings, should be extended laterally at least six inches beyond the edges of the footings in all directions for each foot of fill thickness beneath the footings. For example, if the width of the footing is two feet and the thickness of the structural fill beneath the footing is one foot, the width of the structural fill at the base of the footing excavation would be a total of three feet.

5.3.3 Settlements

Settlements of foundations designed and installed in accordance with above recommendations and supporting maximum projected structural loads are anticipated to be on the order of one-half to five-eighths of an inch. Settlements are expected to occur rapidly with approximately 60 to 70 percent of the settlements occurring during construction.

5.4 LATERAL RESISTANCE

Lateral loads imposed upon foundations due to wind or seismic forces may be resisted by the development of passive earth pressures and friction between the base of the footings and the supporting soils. In determining frictional resistance on fine-grained soils, a coefficient of 0.40 should be utilized. In determining frictional resistance on granular soils, a coefficient of 0.45 should be utilized. Passive resistance provided by properly placed and compacted granular structural fill above the water table may be considered equivalent to a fluid with a density of 300 pounds per cubic foot. Below the water table, this granular soil should be considered equivalent to a fluid with a density of 150 pounds per cubic foot.

A combination of passive earth resistance and friction may be utilized provided that the friction component of the total is divided by 1.5.

5.5 LATERAL PRESSURES

The lateral pressure parameters, as presented within this section, assume that the backfill extending at least five feet from the back of the wall be properly placed and compacted granular soil. The lateral pressures imposed upon subgrade facilities will, therefore, be basically dependent upon the relative rigidity and movement of the backfilled structure. For active walls, such as retaining walls which can move outward (away from the backfill), granular backfill may be considered equivalent to a fluid with a density of 35 pounds per cubic foot in computing lateral pressures. For more rigid basement walls, granular backfill may be considered equivalent to a fluid with a density of 45 pounds per cubic foot. For very rigid non-yielding walls, granular backfill should be considered equivalent to a fluid with a density with at least 55 pounds per cubic foot. The above values assume that the surface of the soils slope behind the wall is horizontal, that the granular fill has been placed and lightly compacted, not as structural fill. If the fill is placed as a structural fill the values should be increased to 45 pounds per cubic foot, 60 pounds per cubic foot, and 120 pounds per cubic foot, respectively.

Recommended average lateral uniform pressure for various height walls are tabulated on the following page and assume a granular wall backfill with a horizontal grade above the wall. It should be noted that the lateral pressures as quoted assume that the backfill materials will not become saturated. If the backfill becomes saturated, the above values may be decreased by one-half; however, full hydrostatic water pressures will have to be included.

Wall Height (feet)	Uniform Seismic Lateral Pressure* (psf)
4	92

* Maximum short-term pressures, they are not sustained loads.

5.6 FLOOR SLABS

Floor slabs may be established upon suitable undisturbed natural soils, and/or upon structural fill extending to suitable natural soils or properly prepared existing surface soils. Non-engineered fills and topsoil are not considered suitable. To provide a capillary break, it is recommended that floor slabs be directly underlain by at least four inches of “free-draining” fill, such as “pea” gravel or three-quarters- to one-inch minus clean gap-graded gravel. Settlements of lightly to moderately loaded floor slabs are anticipated to be minor.

5.7 PAVEMENTS

The properly prepared non-engineered fills will exhibit poor engineering characteristics when saturated or nearly saturated. Non-engineered fills may remain in flexible pavement areas if properly prepared, as stated previously in this report. Rigid pavements shall not be placed overlying non-engineered fills, even if properly prepared. Considering the existing non-engineered fills as the subgrade soils and the projected traffic, the pavement sections on the following pages are recommended.

Parking Areas

(Light Volume of Automobiles and Light Trucks,
Occasional Medium-Weight Trucks,
and No Heavy-Weight Trucks)
[1 equivalent 18-kip axle load per day]

Flexible:

2.5 inches	Asphalt concrete
8.0 inches	Aggregate base
Over	Properly prepared natural soils, properly prepared existing non-engineered fill, and/or structural site grading fill extending to suitable stabilized natural soils.

Rigid:

5.0 inches	Portland cement concrete (non-reinforced)
4.0 inches	Aggregate base
Over	Properly prepared natural soils, and/or structural site grading fill extending to suitable stabilized natural soils.*

* Rigid pavements shall not be placed over non-engineered fills, even if properly prepared.

Primary Roadway Areas

(Moderate Volume of Automobiles and Light Trucks,
Light Volume of Medium-Weight Trucks,
and Occasional Heavy-Weight Trucks)
[5 equivalent 18-kip axle loads per day]

Flexible:

3.0 inches	Asphalt concrete
8.0 inches	Aggregate base
Over	Properly prepared natural soils, properly prepared existing non-engineered fill, and/or structural site grading fill extending to suitable stabilized natural soils.

Rigid:

5.5 inches	Portland cement concrete (non-reinforced)
5.0 inches	Aggregate base
Over	Properly prepared natural soils, and/or structural site grading fill extending to suitable stabilized natural soils.*

- * Rigid pavements shall not be placed over non-engineered fills, even if properly prepared.

For dumpster pads, we recommend a pavement section consisting of six and one-half inches of Portland cement concrete, four inches of aggregate base, over properly prepared natural stabilized subgrade or site grading structural fills.

These above rigid pavement sections are for non-reinforced Portland cement concrete. Concrete should be designed in accordance with the American Concrete Institute (ACI) and joint details should conform to the Portland Cement Association (PCA) guidelines. The concrete should have a minimum 28-day unconfined compressive strength of 4,000 pounds per square inch and contain 6 percent \pm 1 percent air-entrainment.

5.8 GEOSEISMIC SETTING

5.8.1 General

In July 2019, the State of Utah adopted the International Building Code (IBC) 2018. The IBC 2018 code determines the seismic hazard for a site based upon 2014 mapping of bedrock accelerations prepared by the United States Geologic Survey (USGS) and the soil site class. The USGS values are presented on maps incorporated into the IBC code and are also available based on latitude and longitude coordinates (grid points).

The structure must be designed in accordance with the procedure presented in Section 1613, Earthquake Loads, of the IBC 2018 edition.

5.8.2 Faulting

Based on our review of available literature, no active faults are known to pass through or immediately adjacent to the site. The site is located outside fault investigation zones identified by Salt Lake County.

5.8.3 Soil Class

Based on the soils encountered to a depth of 45 feet and our knowledge of the underlying geology, we recommend that Site Class D - Stiff Soil Profile as defined in Table 20.3-1, Site Classification, of ASCE 7-16 be utilized for dynamic structural analysis.

5.8.4 Ground Motions

The IBC 2018 code is based on 2014 USGS mapping, which provides values of short and long period accelerations for the Site Class B boundary for the Maximum Considered Earthquake (MCE). This Site Class B boundary represents a hypothetical sandstone bedrock surface and must be corrected for local soil conditions. The following table summarizes the peak ground and short and long period accelerations for a MCE event and incorporates a soil amplification factor for a Site Class D soil profile in the second column. Based on the site latitude and longitude (40.7331 degrees north and -111.9020 degrees west, respectively), the values for this site are tabulated on the following page.

Spectral Acceleration Value, T Seconds	Site Class B-C Boundary [mapped values] (% g)	Site Class D [adjusted for site class effects] (% g)
Peak Ground Acceleration (Geo-Mean)	70.4	77.5
0.2 Seconds (Short Period Acceleration)	$S_S = 154.8$	$S_{MS} = 154.8$
1.0 Seconds (Long Period Acceleration)	$S_1 = 55.4$	$S_{M1} = *$

* See Section 11.4.8 for requirements on site-specific ground motion studies. Please contact us for a proposal, if needed.

The IBC 2018 code design accelerations (S_{DS} and S_{D1}) are based on multiplying the above accelerations (adjusted for site class effects) for the MCE event by two-thirds.

5.8.5 Liquefaction

The site is located in an area that has been identified by the Utah Geological Survey as having “high” liquefaction potential. Liquefaction is defined as the condition when saturated, loose, finer-grained sand-type soils lose their support capabilities because of excessive pore water pressure which develops during a seismic event.

Due to the fine-grained and cohesive nature of the saturated soils to the depths explored, our analysis indicates that the soils encountered will not liquefy during the design seismic event.

Calculations were performed using the procedures described in the 2008 Soil Liquefaction During Earthquakes Monograph by Idriss and Boulanger³.

5.9 CEMENT TYPES

The laboratory tests indicate that the site soils contain negligible amounts of water-soluble sulfates. Therefore, all concrete which will be in contact with the site soils may be prepared using standard Type I or IA cement.

5.10 SITE OBSERVATIONS

As stated previously, due to the potential for encountering non-engineered fills at foundation depth, a qualified geotechnical engineer from our staff must aid in verifying that all non-

³ Idriss, I. M., and Boulanger, R. W. (2008), Soil liquefaction during earthquakes: Monograph MNO-12, Earthquake Engineering Research Institute, Oakland, CA, 261 pp.

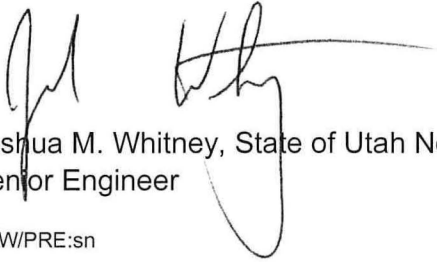
engineered fills have been completely removed prior to the placement of structural site grading fills, footings, or foundations.

We appreciate the opportunity of providing this service for you. If you have any questions or require additional information, please do not hesitate to contact us.

Respectfully submitted,


Gordon Geotechnical Engineering, Inc.

Reviewed by:



Joshua M. Whitney, State of Utah No. 6252902
Senior Engineer

JMW/PRE:sn

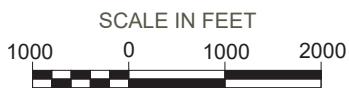
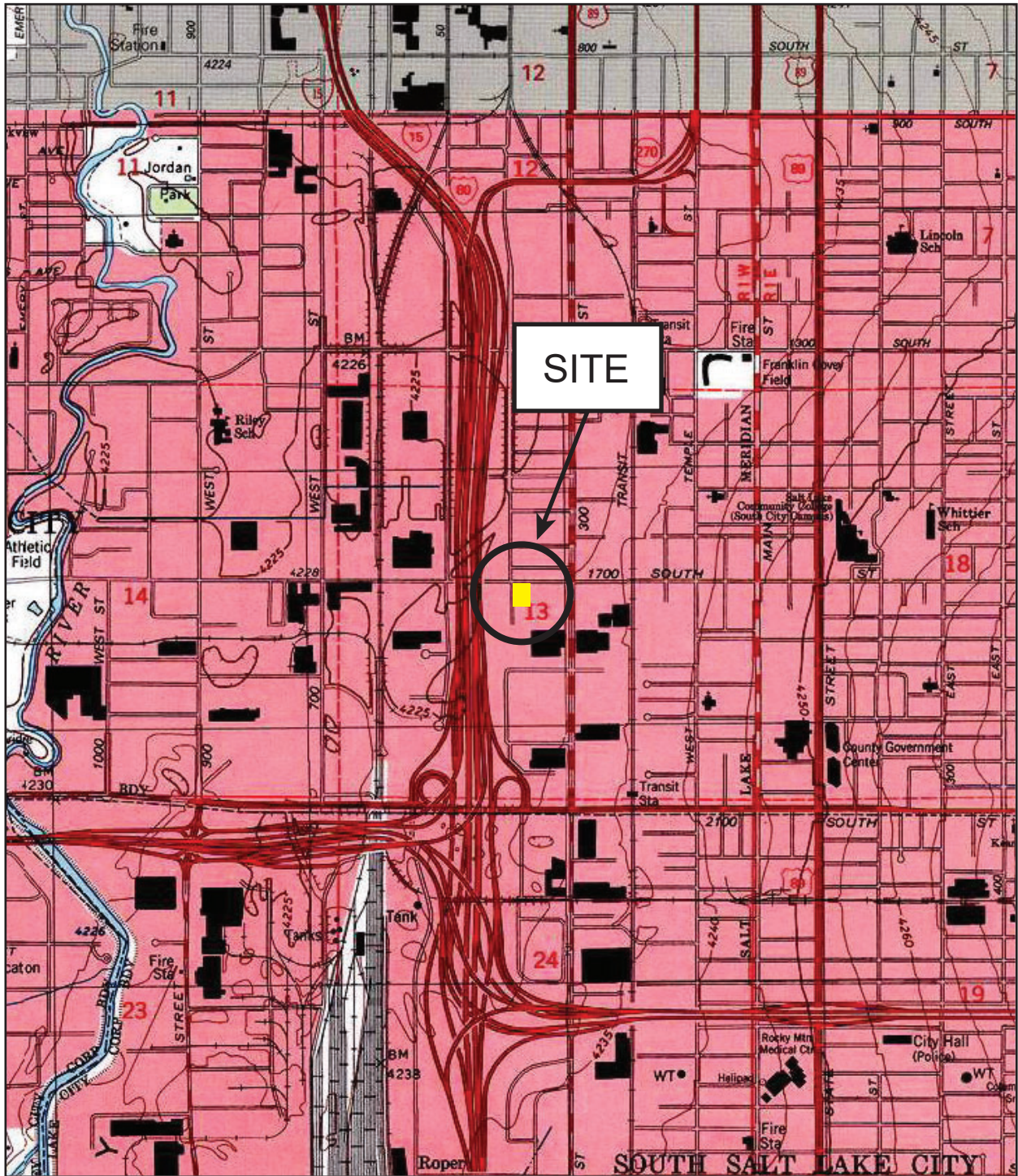


Patrick R. Emery, State of Utah No. 7941710
Senior Engineer

- Encl. Figure 1, Vicinity Map
Figure 2, Area Map
Figures 3A through 3D, Log of Borings
Figure 4, Unified Soil Classification System
Figures 5A and 5B, Photographs

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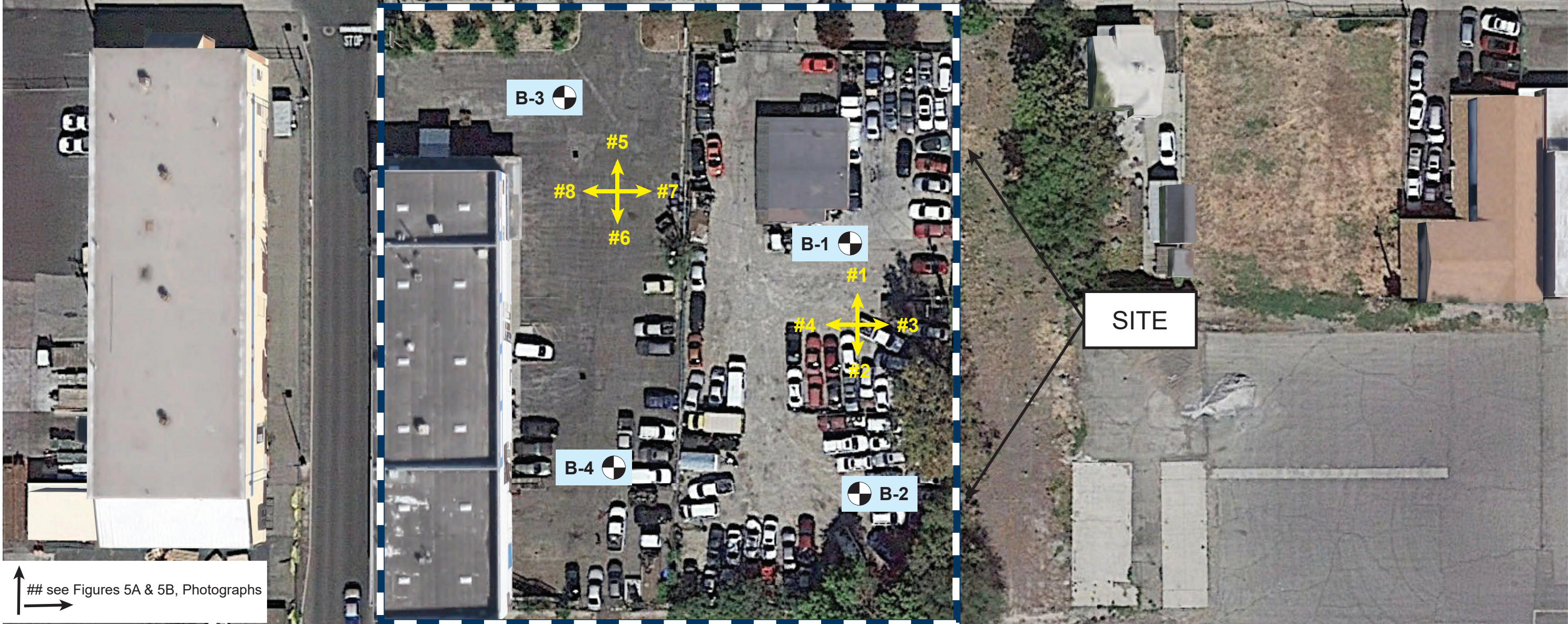




REFERENCE:
USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAPS
TITLED "SALT LAKE CITY SOUTH, UTAH", DATED 1999 AND
"SALT LAKE CITY NORTH, UTAH", DATED 1998

FIGURE 1 
VICINITY MAP

1700 SOUTH STREET



SITE

↑ ## see Figures 5A & 5B, Photographs
→

REFERENCE:
ADAPTED FROM AERIAL PHOTOGRAPH
DOWNLOADED FROM 2021 GOOGLE EARTH
IMAGERY DATED SEPTEMBER 11, 2020

100 ft
SCALE:

Google Earth

FIGURE 2
AREA MAP ↑

Project Name: Proposed Commercial Structure

Project No.: 980-001-21

Location: 367-389 West 1700 South, Salt Lake City, Utah

Client: The Muve Group

Drilling Method: 3.75" ID Hollow-Stem Auger

Date Drilled: 08-09-21

Elevation: ---

Water Level: 9.0' (08-09-21)

Remarks: _____

DESCRIPTION	GRAPHIC LOG	WATER LEVEL	DEPTH (FT.)	SAMPLE SYMBOL	SAMPLE TYPE	BLOWS/FT.	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	REMARKS
1.0" FINE AND COARSE GRAVEL, FILL SILTY FINE TO COARSE SAND, FILL with some fine and coarse gravel; grayish-brown (SM-FILL)					SPT	8	4.3		29.2			slightly moist loose
SILTY CLAY with some fine sand; dark grayish-brown (CL)			5		U	10	34.5	81				moist medium stiff
grades with trace fine sand; very dark grayish-brown			10		U	5						saturated soft
grades with occasional oxidation staining; dark olive-gray			15		U	10						medium stiff
Stopped drilling at 14.5'. Stopped sampling at 16.0'. Installed slotted PVC pipe to 16.0'.			20									
			25									

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 3A

Project Name: Proposed Commercial Structure

Project No.: 980-001-21

Location: 367-389 West 1700 South, Salt Lake City, Utah

Client: The Muve Group

Drilling Method: 3.75" ID Hollow-Stem Auger

Date Drilled: 08-09-21

Elevation: ---

Water Level: 9.0' (08-09-21)

Remarks: _____

DESCRIPTION	GRAPHIC LOG	WATER LEVEL	DEPTH (FT.)	SAMPLE SYMBOL	SAMPLE TYPE	BLOWS/FT.	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	REMARKS
1.0" FINE AND COARSE GRAVEL, FILL SILTY FINE AND COARSE GRAVEL, FILL with some fine to coarse sand; grayish-brown (GM-FILL)												slightly moist
SILTY CLAY with trace fine sand; dark brown (CL) grades very dark grayish-brown					SPT	13						moist stiff
			5		U	16	28.4	82				
					U	7	35.4	77				saturated medium stiff/soft
					U	10	30.9	90				medium stiff
Stopped drilling at 14.5'. Stopped sampling at 16.0'. Installed slotted PVC pipe to 16.0'.			20									
			25									

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 3B

Project Name: Proposed Commercial Structure

Project No.: 980-001-21

Location: 367-389 West 1700 South, Salt Lake City, Utah

Client: The Muve Group

Drilling Method: 3.75" ID Hollow-Stem Auger

Date Drilled: 08-09-21

Elevation: ---

Water Level: 9.0' (08-09-21)

Remarks: _____

DESCRIPTION	GRAPHIC LOG	WATER LEVEL	DEPTH (FT.)	SAMPLE SYMBOL	SAMPLE TYPE	BLOWS/FT.	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	REMARKS
2.5" ASPHALT CONCRETE												
4.0" BASE												
SILTY FINE AND COARSE GRAVEL AND FINE TO COARSE SAND, FILL reddish-brown (GM/SM-FILL) concrete chunks at 1.0'					SPT	5	14.7		34.7			slightly moist medium stiff
FINE TO COARSE SANDY SILT, FILL with some fine and coarse gravel; brown (ML-FILL)												moist soft
SILTY CLAY with trace fine sand; dark grayish-brown (CL)			5		U	5						
grades very dark grayish-brown			10		U	7	30.0	85				saturated medium stiff/soft
grades dark gray			15		U	9	34.0	88				medium stiff
Stopped drilling at 14.5'. Stopped sampling at 16.0'.			20									
			25									

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 3C

Project Name: Proposed Commercial Structure

Project No.: 980-001-21

Location: 367-389 West 1700 South, Salt Lake City, Utah

Client: The Muve Group

Drilling Method: 3.75" ID Hollow-Stem Auger

Date Drilled: 08-09-21

Elevation: ---

Water Level: 9.0' (08-09-21)

Remarks: _____

DESCRIPTION	GRAPHIC LOG	WATER LEVEL	DEPTH (FT.)	SAMPLE SYMBOL	SAMPLE TYPE	BLOWS/FT.	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	REMARKS
2.5" ASPHALT CONCRETE												
6.0" BASE												
SILTY CLAY with trace fine sand; dark brown (CL)												slightly moist medium stiff/soft
					SPT	4	26.6			50	27	
grades dark grayish-brown			5		SPT	4						moist
grades very dark grayish-brown			10		SPT	3						saturated soft
grades brownish-gray												
grades with occasional silty fine sand seams and oxidation staining			15		SPT	6						medium stiff
grades with no sand seams and no oxidation staining; dark brownish-gray			20		SPT	5						
			25			3						

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 3D

Project Name: Proposed Commercial Structure

Project No.: 980-001-21

Location: 367-389 West 1700 South, Salt Lake City, Utah

Client: The Muve Group

Drilling Method: 3.75" ID Hollow-Stem Auger

Date Drilled: 08-09-21

Elevation: ---

















Water Level: 9.0' (08-09-21)

Remarks: _____

DESCRIPTION	GRAPHIC LOG	WATER LEVEL	DEPTH (FT.)	SAMPLE SYMBOL	SAMPLE TYPE	BLOWS/FT.	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	REMARKS
grades dark gray	GRAPHIC LOG				SPT	3						soft
grades with occasional silty fine sand seams			30		SPT	4						medium stiff/soft
grades with no fine sand seams			35		SPT	10						stiff
grades with frequent silty fine sand seams			40		SPT	3						soft
grades with some fine sand; black			45		SPT	5						medium stiff
Stopped drilling at 44.5'. Stopped sampling at 46.0'.			50									

The discussion in the text under the section titled, SUBSURFACE CONDITIONS, is necessary for a proper understanding of the nature of the subsurface material.

FIGURE 3D
(con't)










UNIFIED SOIL CLASSIFICATION SYSTEM				GRAPH SYMBOL	LETTER SYMBOL	TYPICAL DESCRIPTIONS		
FIELD IDENTIFICATION PROCEDURES								
COARSE GRAINED SOILS More than half of material is larger than No. 200 sieve size. 	GRAVELS More than half of coarse fraction is larger than No. 4 sieve size. (For visual classifications, the 1/4" size may be used as equivalent to the No. 4 sieve size.)	CLEAN GRAVELS (Little or no fines)	Wide range in grain size and substantial amounts of all intermediate particle sizes.		GW	Well graded gravels, gravel-sand mixtures, little or no fines.		
			Predominantly one size or a range of sizes with some intermediate sizes missing.		GP	Poorly graded gravels, gravel-sand mixtures, little or no fines.		
		GRAVELS WITH FINES (Appreciable amount of fines)	Non-plastic fines (for identification procedures see ML below).		GM	Silty gravels, poorly graded gravel-sand-silt mixtures.		
			Plastic fines (for identification procedures see CL below).		GC	Clayey gravels, poorly graded gravel-sand-clay mixtures.		
	SANDS More than half of coarse fraction is smaller than No. 4 sieve size. (The No. 200 sieve size is about the smallest particle visible to the naked eye)	CLEAN SANDS (Little or no fines)	Wide range in grain sizes and substantial amounts of all intermediate particle sizes.		SW	Well graded sands, gravelly sands, little or no fines.		
			Predominantly one size or a range of sizes with some intermediate sizes missing.		SP	Poorly graded sands, gravelly sands, little or no fines.		
		SANDS WITH FINES (Appreciable amount of fines)	Non-plastic fines (for identification procedures see ML below).		SM	Silty sands, poorly graded sand-silt mixtures.		
			Plastic fines (for identification procedures see CL below).		SC	Clayey sands, poorly graded sand-clay mixtures.		
FINE GRAINED SOILS More than half of material is smaller than No. 200 sieve size. (The No. 200 sieve size is about the smallest particle visible to the naked eye)	IDENTIFICATION PROCEDURES ON FRACTION SMALLER THAN No. 40 SIEVE SIZE							
	SILTS AND CLAYS Liquid limit less than 50	None to slight	Quick to slow	None		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sand with slight plasticity.	
			Medium to high	None to very slow	Medium		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.
		Slight to medium	Slow	Slight		OL	Organic silts and organic silt-clays of low plasticity.	
		SILTS AND CLAYS Liquid limit greater than 50	Slight to medium	Slow to none	Slight to medium		MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts.
			High to very high	None	High		CH	Inorganic clays of high plasticity, fat clays.
			Medium to high	None to very slow	Slight to medium		OH	Organic clays of medium to high plasticity.
	HIGHLY ORGANIC SOILS			Readily identified by color, odor, spongy feel and frequently by fibrous texture.		Pt	Peat and other highly organic soils.	

Boundary classifications - Soils possessing characteristics of two groups are designated by combinations of group symbols. For example GW-GC, well graded gravel-sand mixture with clay binder.
All sieve sizes on this chart are U.S. standard.

GENERAL NOTES

- In general, Unified Soil Classification Designations presented on the logs were evaluated by visual methods only. There fore, actual designations (based on laboratory testing) may differ.
- Lines separating strata on the logs represent approximate boundaries only Actual transitions may be gradual.
- Logs represent general soil conditions observed at teh point of exploration onthe date indicated.
- No warranty is provided as to the continuity of soil conditions between individual sample locations.

LOG KEY SYMBOLS

	Bulk / Bag Sample		Thin Wall
	Standard Penetration Split Spoon Sampler		No Recovery
	Rock Core		3-3/4" ID D&M Sampler
	Water Level		3" ID D&M Sampler
			California Sampler

CEMENTATION

DESCRIPTION	DESCRIPTION
Weakly	Crumbles or breaks with handling of slight finger pressure
Moderately	Crumbles or breaks with considerable finger pressure
Strongly	Will not crumbles or breaks with finger pressure

MODIFIERS

DESCRIPTION	%
Trace	<5
Some	5 - 12
With	>12

MOISTURE CONTENT

DESCRIPTION	FIELD TEST
Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible water, usually soil below Water Table

FINE - GRAINED SOIL TORVANE POCKET PENETROMETER

CONSISTENCY	SPT (blows/ft)	UNDRAINED SHEAR STRENGTH (tsf)	UNCONFINED COMPRESSIVE STRENGTH (tsf)	FIELD TEST
Very Soft	<2	<0.125	<0.25	Easily penetrated several inches by Thumb. Squeezes through fingers.
Soft	2 - 4	0.125 - 0.25	0.25 - 0.5	Easily penetrated 1" by Thumb. Molded by light finger pressure.
Medium Stiff	4 - 8	0.25 - 0.5	0.5 - 1.0	Penetrated over 1/2" by Thumb with moderate effort. Molded by strong finger pressure. Indented about 1/2" by Thumb but penetrated only with great effort
	Stiff	8 - 15	0.5 - 1.0	
Very Stiff	15 - 30	1.0 - 2.0	2.0 - 4.0	Readily indented by Thumbnail
Hard	>30	>2.0	>4.0	Indented with difficulty by Thumbnail

COARSE - GRAINDE SOIL

APPERENT DENSITY	SPT (blows/ft)	RELATIVE DENSITY (%)	FIELD TEST
Very Loose	<4	0 - 15	Easily penetrated with 1/2" reinforcing rod pushed by hand
Loose	4 - 10	15 - 35	Difficult to penetrated with 1/2" reinforcing rod pushed by hand
Medium Dense	10 - 30	35 - 65	Easily penetrated a foot with 1/2" reinforcing rod driven with 5-lb hammer
	Dense	30 - 50	
Very Dense	>50	85 - 100	Difficult to penetrated a foot with 1/2" reinforcing rod driven with 5-lb hammer

STRATIFICATION

DESCRIPTION	THICKNESS
SEAM	1/16 - 1/2"
LAYER	1/2 - 12"
DESCRIPTION	THICKNESS
Occasional	One or less per foot of thickness
Frequent	More than on per foot of thickness

FIGURE 4



#1 Looking north.



#2 Looking south.



#3 Looking east.



#4 Looking west.



#5 Looking north.



#6 Looking south.



#7 Looking east.



#8 Looking west.

DECLARATION OF CONDOMINIUM

FOR

SUR17

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DECLARATION OF CONDOMINIUM FOR SUR17

This DECLARATION OF CONDOMINIUM FOR SUR17 (“Declaration”) is effective when recorded with the Salt Lake County Recorder's Office by Row 1700, LLC, a Utah limited liability company (“Declarant”), pursuant to the Utah Condominium Ownership Act.

RECITALS

A. The real property situated in Salt Lake County, described in Exhibit “A”, attached to and incorporated in this Declaration by reference is hereby submitted, together with all buildings and improvements previously, now, or hereafter constructed in the Project, and all easements and rights appurtenant thereto, to a condominium project consisting of residential Units and related Common Area pursuant to Utah Code § 57-8-1 *et seq.* (the “Project”).

B. Declarant has established for the mutual benefit of all future Owners and Occupants of the Project, certain covenants, conditions, restrictions, easements, rights, privileges, assessments, and liens as set forth herein, which shall run with and be a burden upon each Unit within the Project.

C. Declarant has created an association of condominium owners, which entity shall possess the power to maintain and administer the Common Areas, collect and disburse assessments and charges hereinafter provided for, and administer and enforce the provisions of this Declaration. It is intended that this Declaration shall serve as a binding contract between the Association and each Owner; however, nothing herein, is intended to create a contractual relationship between Declarant and the Association or Declarant and any Owner, or to inure to the benefit of any third-party. Additionally, it is not intended that this Declaration be read in conjunction with any deed or real estate purchase contract to create privity of contract between Declarant and the Association.

D. Declarant intends that the Owners, Occupants, Lenders, and all other persons hereafter acquiring any interest in the Project shall at all times enjoy the benefits of, and shall hold their interest subject to this Declaration, which is recorded in furtherance of establishing a general plan of condominium ownership for the Project, and for establishing rules for the use, occupancy, management, and enjoyment thereof.

E. This Declaration, which (along with and subject to any future amendments) shall be the sole declaration for the Project and shall completely replace and supersede in all respects all prior declarations, rules, bylaws, and amendments thereto, (whether recorded or not, properly adopted or not, or referenced in this Declaration or not), prior to the date of the recording of this Declaration.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Project is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied, and enjoyed subject to the following Restrictions. These Restrictions are in furtherance of, and the same shall constitute a general plan for the ownership, improvement, sale, use, and occupancy of the Project; they are also in furtherance of and designed to accomplish the desires, intentions, and purposes set forth in the recitals above.

ARTICLE I DEFINITIONS

As used herein, unless the context otherwise requires, the following terms and phrases shall have the meaning stated:

1.1 **“Act”** shall mean the Utah Condominium Ownership Act, beginning at § 57-8-1, Utah Code Annotated, as the same may be amended from time to time.

1.2 **“Allocated Interest”** shall mean and refer to the undivided ownership interest of each Unit (which may be expressed as a percentage or fraction in this Declaration) in the Common Areas, the Common Expense liability, and votes in the Association allocated to each Unit as set forth on Exhibit “B” attached hereto.

1.3 **“Articles”** shall mean the Articles of Incorporation for the Association, as may be amended and restated from time to time.

1.4 **“Assessments”** shall mean any charge imposed or levied by the Association against Units including but not limited to Annual Assessments, Special Assessments, Individual Assessments, and all corresponding late fees, fines, and interest, as provided in this Declaration.

1.5 **“Association”** shall refer to the SUR17 Condominium Association, the membership of which shall include each Owner of a Unit in the Project, as required by the Act. The Association shall be incorporated as a Utah nonprofit corporation, which if invalidated for any reason, may be reincorporated at the discretion of the Board of Directors and may utilize such name that the Board of Directors shall select in any such reincorporation or reorganization. In case of the formation of any such entity, “Association” as used in this Declaration shall refer to that entity.

1.6 **“Board Member”** shall mean a duly qualified and elected or appointed member of the Board of Directors of the Association.

1.7 **“Board of Directors” or “Board”** shall mean the Board of Directors of the Association elected pursuant to the Bylaws and serving as the management body of the Association. The term Board of Directors shall have the same meaning as “Management Committee” under the Act.

1.8 **“Bylaws”** shall mean the Bylaws adopted by the Association pursuant to § 57-8-15 of the Act for the purpose of regulating the affairs of the Association, as the same may be amended from time to time. The initial Bylaws of the Association are attached hereto as Exhibit "C".

1.9 **“Common Area”** shall mean, refer to, and include:

- (a) the land included within the Project;
- (b) all foundations, roofs, columns, girders, beams, supports, exterior walls and surfaces (excluding windows and window frames and doors and door frames and garage doors), gutters, downspouts, soffit, and fascia of the buildings in the Project;
- (c) all halls, corridors, stairs, and stairways, entrances and exits which are designed for the use of more than one Unit;
- (d) outdoor grounds and landscape, outdoor lighting, fences, sidewalks, parking spaces, streets, and other installations or facilities existing for common use as set forth on the Plat;
- (e) all installations of utility services within the Project such as power, light, gas, water, and sewer including all pipes, wires, conduits or other utility lines that serve more than one Unit, including such facilities that may be located within buildings or Units;
- (f) any mechanical, plumbing, or other equipment, apparatus, and installations serving more than one Unit and existing for common use; and
- (g) everything included within the Project, excluding the individual Units, as identified on the Plat; all other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

1.10 **“Common Expenses”** shall mean: (a) all sums lawfully assessed against Units; (b) expenses of administration, maintenance, management, operation, repair, and replacement of the Common Areas maintained by the Association; (c) expenses allocated by the Association among the Owners; (d) expenses agreed upon as Common Expenses by the Association or its Owners; (e) expenses declared Common Expenses by the Declaration; and (f) other miscellaneous charges incurred by the Association or the Board of Directors pursuant to the Act, this Declaration, the Bylaws, or the Rules.

1.11 **“Declarant”** shall have the meaning as provided above, together with any successor in interest.

1.12 **“Declaration”** as mean and refer to this Declaration and shall include any and all amendments and supplements thereto.

1.13 **“Governing Document”** shall mean collectively, the Declaration, Articles of

Inc., Bylaws, Plat, and Rules adopted by the Board.

1.14 **“Lender”** shall mean a holder of a mortgage or deed of trust on a Unit.

1.15 **“Limited Common Area”** shall mean a portion of the Common Area specifically designated as a Limited Common Area in this Declaration or the Plat and allocated by this Declaration or the Plat for the exclusive use of one or more Units to the exclusion of other Units. Conveyance of a Unit includes the use and enjoyment of the Limited Common Area appurtenant to the Unit. The Limited Common Area shall be appurtenant to each respective Unit where so identified and may not be severed from the ownership of the Unit. Limited Common Area includes the driveways. The use and occupancy of the Limited Common Areas shall be reserved to their associated Unit; and each Unit Owner is hereby granted an irrevocable license to use and occupy said Limited Common Area. If an Owner's Limited Common Area is not depicted on the Plat, or there is a dispute over its boundaries, the Board shall have the authority and discretion to determine Limited Common Area boundaries and the Board's decision shall be binding.

1.16 **“Manager”** shall mean a person, persons, or entity, if any, selected by the Board of Directors to manage the affairs of the Project.

1.17 **“Occupant”** shall mean any Person, including an Owner, living, dwelling, visiting, or staying in a Unit. This includes, but is not limited to an Owner's lessees, tenants, family members, guests, agents, invitees, and representatives.

1.18 **“Owner” or “Unit Owner”** shall mean the Person or Persons who are vested with record title of a Unit, and whose interest in the Unit is held in fee simple, according to the records of the Salt Lake County Recorder; however, Owner shall not include a Person who holds an interest in a Unit merely as security for the performance of an obligation. If a Unit is subject to an executory purchase contract, the contract purchaser shall be considered the Owner unless the seller and buyer agree otherwise and inform the Board in writing of such alternative arrangement.

1.19 **“Period of Declarant Control”** shall mean the period of time during which the Declarant may appoint and remove Board Members as set forth in § 57-8-16.5 of the Act. The Period of Declarant Control shall commence on the recording date of the first deed transferring title of a Unit from Declarant to a third party purchaser, and shall terminate on the occurrence of the earliest of the following events: (i) six (6) years from the date the first deed to a Unit is recorded, (ii) six (6) months after the date on which at least three-fourths of all of the Units have been conveyed, or (iii) the Declarant executes and records a written waiver of its right to control the Association. The expiration of the Period of Declarant Control has no effect on the termination of all other Special Declarant Rights set forth in this Declaration.

1.20 **“Person”** shall mean a natural individual, corporation, business entity, estate,

partnership, trustee, association, joint venture, government, governmental subdivision or agency or other legal entity capable of holding title to real property.

1.21 **“Plat”** shall mean the SUR17 plat recorded with the Salt Lake County Recorder, and any amendments thereto. The Plat is hereby incorporated into and made an integral part of this Declaration, and all requirements and specifications set forth on the Plat and required by the Act are deemed included in this Declaration. If any conflict exists between the Plat and this Declaration, the Declaration shall control.

1.22 **“Project”** shall include the real property described in Exhibit “A”, together with the buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto and shall at any point in time mean and refer to the SUR17 development.

1.23 **“Restrictions”** shall mean the covenants, conditions, assessments, easements, liens, and restrictions set forth in this Declaration.

1.24 **“Rules”** shall mean and refer to the rules, resolutions, and/or regulations adopted by the Board of Directors.

1.25 **“Supplemental Declaration”** shall mean a written instrument recorded in the records of the Salt Lake County Recorder, which refers to this Declaration and which amends, modifies, or supplements this Declaration in accordance with its terms.

1.26 **“Unit”** shall mean and refer to a separate physical part of the Project intended for independent use, consisting of rooms or spaces located in a building. Units are shown on the Plat. Units are bounded by the interior surfaces of the structural members of the walls, floors, and ceilings along the perimeter boundaries of the Units. A Unit includes all wallboard, surfaces of interior structural walls, floors, ceilings, interior doors, and trim, consisting of *inter alia*, and as appropriate, drywall, wallpaper, paint, flooring, carpeting, and tile. Mechanical equipment, ducts, pipes, and appurtenances located within or outside Unit boundaries, but designated and designed to serve only the Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the Unit. All pipes, wires, conduits, or other public utility lines or installations serving only the Unit, or any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety, or usefulness of the remainder of the building within which the Unit is situated shall be considered part of the Unit. All pipes, wires, conduits and utility lines serving more than one Unit are Common Area, regardless of whether such facilities are located within the boundaries of a Unit. The interior areas of the garage appurtenant to each Unit as defined above, shall also be part of the Unit. Except where the context specifically requires otherwise, reference to a Unit shall include reference to the Allocated Interest in the Common Area appurtenant to such Unit.

ARTICLE II

THE CONDOMINIUM PROJECT

2.1 **Submission.** The Declarant hereby submits the real property described with particularity on Exhibit "A" to the Act. The Declarant hereby declares that the Project and all of the Units shall be held, conveyed, transferred, sold, mortgaged, encumbered, occupied, used, and improved subject to the Restrictions, which Restrictions shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Association, and each Owner, including their respective heirs, executors, administrators, personal representatives, successors, and assigns.

2.2 **Name and Location.** The Project is known as SUR17. The Project is located in Salt Lake County. The legal description of the real property included in the Project is set forth in Exhibit "A".

2.3 **Interpretation of Declaration and Applicability of the Act.** The Declarant intends that the Project shall be governed by the Act, except where the Association has included specific provisions in this Declaration that legally vary, supersede, or supplement the Act, in which event such specific provisions of this Declaration that are contrary to the Act shall govern the Project to the extent allowed by the Act.

2.4 **Registered Agent.** The Registered Agent, as listed with the Utah State Department of Commerce, Division of Corporations and Commercial Code, shall be the person to receive service of process for the Association pursuant to § 57-8-10(2)(d)(iii) of the Act, unless such time as the Board of Directors duly appoints a new agent. The Board of Directors may change the Registered Agent at any time and without the need for Owner consent.

ARTICLE III DESCRIPTION OF IMPROVEMENTS, ALLOCATED INTEREST

3.1 **Description of Improvements.** It is contemplated that the Project will consist of 47 total Units in six (6) separate buildings. However, the total number of Units and buildings in the Project may vary based on government approvals, building conditions, or other factors outside the control of the Declarant. Other major improvements include enclosed garages, asphalt roadways, open parking spaces, fences, concrete patios, and outdoor lighting and landscaping. The buildings have concrete foundations, and are wood framed with exterior siding and asphalt shingle roofs. The Plat shall supplement the information and descriptions in this Section.

3.2 **Description and Legal Status of Units.** The Plat shows each Unit's building designation, location, and dimensions from which its area may be determined, those Limited Common Areas which are reserved for its use, and the Common Areas to which it has immediate access. All Units are residential Units. All Units shall be capable of being independently owned, encumbered, and conveyed and consist of a Unit and an appurtenant undivided interest in and to the Common Area.

3.3 **Allocated Interests in the Common Area.** Each Unit shall have an equal

Allocated Interest. Any difference in square footage, location, size, value, or other aspect of any Unit shall not be a reason to alter or change the Allocated Interests.

(a) The Allocated Interest of each Unit shall be calculated by dividing the number 1 by the total number of Units in the Project.

(b) The Allocated Interest appurtenant to each of the Units is set forth in Exhibit "B" attached hereto and incorporated herein by this reference, and may be displayed as a fraction or a percentage.

(c) If any Units are legally added to or withdrawn from the Project, the Allocated Interest shall be recalculated in accordance with the formula set forth in subsection (a) above and recorded via Supplemental Declaration by the Declarant, or following the Period of Declarant Control, by the Association, through the Board. Otherwise, the Allocated Interest shall have a permanent character and shall not be altered without the express consent of Owners expressed in an amendment to this Declaration.

ARTICLE IV MAINTENANCE AND UTILITIES

4.1 **Maintenance of Units.** Each Owner shall furnish and be responsible for, at the Owner's own expense, all of the maintenance, repair, and replacement of all fixtures, items, structures, and other items stated in this Declaration or identified on the Plat to be part of a Unit, which includes the interior of the garage, and such other items designated herein. Such obligation shall include, without limitation, the obligation to maintain, repair, replace, and keep in proper operating condition, and for any items and areas generally visible from outside of the Unit, to maintain them in a clean, well-maintained, uniform, undamaged, and tidy condition, all of the following:

(a) all interior doors, exterior doors, and garage doors, including door trim and any door glass;

(b) all paneling, tiles, wallpaper, paint, carpet, finished flooring, and any other materials constituting the finished surfaces of floors, ceilings, or interior walls;

(c) all windows, window frames, and trim and door glass or equivalent materials (including the interior and exterior cleaning of such windows and door glass);

(d) all sewer and drainage pipes, water, power, and other utility lines in an Owner's Unit between the points at which the same enter the Owner's Unit and the points where the same join the utility lines serving other Units; and

(e) any of the following whether inside or outside of the Unit, which serve an Owner's Unit exclusively: fans, plumbing fixtures, stoves, dishwashers, refrigerators, hot water heaters, air conditioning units (including compressors, condensers, and forced air units), light bulbs in exterior lighting fixtures, intercoms, security systems, and such other

appliances, fixtures, and decorations as an Owner may install. If any of the aforementioned fixtures or appliances serve more than one Unit, then the Owners of the Units benefitted by such equipment shall be responsible to jointly maintain the equipment or the Association may elect to maintain the equipment in the Board's sole discretion.

4.2 Modifications to Units. Owners may make nonstructural alterations within the Owner's Unit that do not impact the uniform appearance of the Units, but an Owner shall not make any structural alterations or alterations to any part of the exterior of a building (such as windows, light fixtures, and exterior doors and garage doors), the Common Area, or the Limited Common Area without the prior written approval of the Board. The Board may require that such repairs or modifications, if allowed, be made in a particular manner, by a particular Person, or that they comply with particular color schemes, material requirements, or other standards.

(a) Remodeling and Extensive Maintenance. An Owner shall be liable for any and all damage and/or liability associated with any remodeling or maintenance work including damage to the Unit, another Unit, or any Common Area, or Limited Common Area. Without prior written permission of the Board, none of the following shall occur in any remodeling: (1) any use of the Common Area for staging, storage, assembly, or construction; (2) the creation or implementation of any visual, audible, or aromatic nuisance or any other nuisance that impacts on the use and enjoyment of any one or more of the other Units; (3) any blocking of the Common Area by vehicles, materials, or persons; or (4) any use of the Association's garbage and disposal facilities for the disposal of debris, materials, or other items related to the remodeling.

4.3 Maintenance of Common Area and Limited Common Area.

(a) Maintenance of Common Area. Except as otherwise provided specifically herein, the Association, through its Board or its fully delegated representative, shall repair, maintain, replace, pay all expenses associated with, and otherwise manage the Common Area as that area is defined in this Declaration and the Plat. This shall include the right to modify, remove fixtures upon, add to, place signs upon, and otherwise modify the Common Area. The Association shall do all such other and further acts that the Board deems necessary to preserve and protect the Common Area and the beauty thereof, in accordance with the general purposes specified in this Declaration.

(b) Maintenance of Limited Common Area. The Association shall repair, maintain, and replace the Limited Common Area. Owners shall be responsible to ensure that the Limited Common Area within their exclusive control is kept in a clean, sanitary, and uncluttered condition.

(c) Standard of Maintenance. The Board shall determine, in its sole discretion, the appropriate standards to be used for the maintenance of the Common Area and Limited Common Area, so long as the Association is maintained in the best interests of the Owners.

(d) Assessment for Maintenance Expenses to Specific Owner. If the need for

maintenance or repair is caused through the willful or negligent act of an Owner or an Occupant, the Board may cause the needed maintenance or repair to be made. In such a case, the Association shall assess the Owner the reasonable cost of such maintenance or repair. Failure to timely report the need for maintenance or repair shall be deemed a negligent act for purposes of this Article.

4.4 **Default in Maintenance.** If an Owner or Occupant fails to maintain a Unit or Limited Common Area for which the Owner is responsible, as provided by this Article, or make repairs thereto in such a manner as may be deemed reasonably necessary in the judgment of the Board to preserve and protect the attractive appearance and value of the Project, following written notice from the Association, the Association shall have the right, but not the obligation, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to take the corrective action that the Board deems necessary. Expenses incurred by the Association in taking the corrective action shall be levied against the Unit and treated as an Individual Assessment, as outlined in Article VI. The Individual Assessment shall be due and payable immediately and shall be secured by the Assessment lien created in this Declaration.

4.5 **Utilities.** The charges from utilities that are metered separately to each Unit shall be the responsibility of the respective Owners. Utility costs and charges that are metered collectively to the Association shall be a Common Expense.

ARTICLE V ASSOCIATION MEMBERSHIP, VOTING, MANAGEMENT

5.1 **Organization of Association.** The Association shall serve as the governing body for all Owners. The Association shall make provisions for the maintenance, repair, replacement, administration, and operation of the Common Area and Common Expenses, and other matters as provided in the Act, this Declaration, and the Bylaws. The Association shall have all rights and powers granted to it under the Act and in this Declaration, the Articles, and the Bylaws. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with this Declaration, the Articles, and the Bylaws. Except as specifically authorized in this Declaration, the Articles, or the Bylaws, no Owner or group of Owners shall have authority to take any action on behalf of the Owners, the Association, or the Board.

5.2 **Legal Organization.** The Association is a nonprofit corporation. In the event the nonprofit corporate status expires or is invalidated in any manner, the Board, in its sole discretion, may renew and/or reincorporate the Association. Any such expiration or invalidation shall not relieve any Owner from paying Assessments and abiding by all Restrictions contained in this Declaration.

5.3 **General Powers and Obligations.** The Association shall have, exercise, and perform all of the following powers, duties, and obligations:

(a) The powers, duties, and obligations granted to the Association by this Declaration, the Bylaws, and the Articles;

(b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah;

(c) The powers, duties, and obligations of a condominium association pursuant to the Act;

(d) The powers, duties, and obligations not reserved specifically to the Owners; and

(e) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to the Governing Documents.

5.4 **Membership.** Every Owner shall be a member of the Association so long as such Owner owns a Unit. Association membership shall automatically terminate when an Owner ceases to own a Unit. If title to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Unit is held.

5.5 **Voting.** Except as otherwise disallowed in this Declaration or the Bylaws, Owners shall be entitled to vote their Allocated Interest pertaining to the Unit owned by that Owner at any meeting of the Owners, but only one (1) vote shall be cast per Unit. In the event there is more than one (1) Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than establishing a quorum.

5.6 **Board of Directors.** The governing body of the Association shall be the Board of Directors. Except where a matter or vote is specifically reserved to the Owners, the Board shall act in all instances on behalf of the Association. Board Members shall be elected pursuant to the provisions set forth in the Bylaws. The Bylaws may set forth qualifications and requirements for serving on the Board. Notwithstanding the foregoing, during the Period of Declarant Control, the Declarant shall have the sole authority to act as the Board of Directors, or to appoint Board Members. Declarant appointed Board Members shall not be bound by the qualification requirements in the Declaration and Bylaws.

5.7 **Right to Enter Units.** The Association acting through the Board, or its duly authorized agent, shall have the right at all times upon reasonable notice of at least 48 hours, except for in an emergency, to enter upon or into any Unit, without trespass, to inspect, evaluate, assess, and appraise, to abate any infractions, to make repairs or correct any violation of any of

the Governing Documents, and in connection therewith shall have the further right to assess all costs incurred against the Owner, such assessment to be secured by a lien provided in Article VII. Notice shall not be necessary in case of an emergency originating in or threatening such Unit or any other part of the Project, including the sound or sight of running water in a Unit, the smell or sight of smoke or gas in a Unit, abnormal or excessive noises; and foul smell. Owners shall maintain up-to-date emergency contact information records with the Association, including any local representative an Owner may have. Owners shall be responsible for any costs incurred by the Association as a result of entering a Unit under this Section and shall indemnify and hold harmless the Association for all damages related to such entry.

5.8 **Rules.** The Board may adopt, amend, repeal, enforce, and administer reasonable Rules for the regulation and operation of the Project. The Rules may address any issues including those addressed in this Declaration and the Bylaws. The Rules may supplement, clarify, and add detail to issues otherwise addressed in this Declaration and the Bylaws so long as they do not contradict the same. The Board's determination as to whether a particular activity being conducted or to be conducted violates or will violate the Rules shall be conclusive.

5.9 **Enforcement.** In addition to any other remedies allowed or provided in this Declaration for any violation of the Declaration, Bylaws, or Rules, the Board may adopt any one or more of the following: (1) impose and levy fines for violation of the Governing Documents; (2) terminate an Owner's right to receive utility services paid as a Common Expense; (3) terminate an Owner's right to access and use Common Area facilities; (4) terminate an Owner's voting rights as further provided herein; (5) instigate litigation to enforce the provisions of this Declaration or any other common law or statutory right which the Association is granted; and (6) take any other action or seek any other remedy allowed by the Act or other applicable Utah law. The Board shall have the authority (but shall not be required) to create a reasonable hearing process applicable in case the Board or Association takes adverse action related to any particular Owner or group of Owners. The Board shall not be under any obligation to offer a hearing process, except as required by law or by this Declaration, and in any such process, shall have the absolute authority to designate the procedure related to any such hearing and to make any and all final determinations of issues subject to the hearing process.

5.10 **Contracts and Agreements.** The Association may employ the services of any person or corporation as managers, hire employees to manage, conduct, and perform the business, obligations, and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, community association managers, landscape architects, accountants, recreational experts, architects, planners, lawyers, reserve study specialists, or what is convenient for the management, maintenance, and operation of the Project. The Association shall have the right to enter agreements, as the Board deems appropriate, for the provision of utilities or other services that benefit the Association, including any applicable joint use and cross easement agreement with neighboring associations or landowners.

5.11 **Reserve Fund.** The Association shall maintain an adequate reserve fund for the maintenance, repair and replacement of the Common Area, as determined by the Board. Reserve funds may be collected as part of the Annual Assessments. To the extent the Board deems

necessary, surplus monies of the Association may be retained as additional reserves rather than refunded to the Owners or credited to future Assessments.

5.12 **Availability of Governing Documents.** The Association shall maintain current copies of the Governing Documents and the Association's books, records, meeting minutes, and financial statements (as required by law) available for inspection, upon written request by any Owner or Lender. The term "available" as used in this Section shall mean available for inspection within a reasonable time after delivery of a written request to a Board Member and at a location convenient to the Board within the Project or at such other location as may be agreed by the Board and the party requesting. The Association may make the Governing Documents and other Association records available via a website, and if so provided, then the Association shall have met its obligations set forth in this Section for providing any such documents posted thereon.

5.13 **Managing Agent.** The Board may contract with a professional Manager to assist the Board in the management and operation of the Project and may delegate such of its powers and duties to the Manager as it deems appropriate; reserving the right, however, to control and oversee the administration thereof. Any powers and duties delegated to any Manager may be revoked by the Board at any time, with or without cause.

5.14 **Board Indemnification.** Each past and present Board Member (including the Declarant and its appointees) shall be entitled to defense and indemnification to the fullest extent permitted by the Utah Revised Nonprofit Corporation Act. The right of any Person to be indemnified shall be subject always to the right of the Association by the Board, in lieu of such indemnity, to settle any claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

5.15 **Board Liability.** To the fullest extent permitted by the Utah Revised Nonprofit Corporation Act, the Declarant and each past and present Board Member shall not be liable for any damage, loss, or prejudice suffered or claimed on account of any decision, approval, or disapproval, course of action, act, omission, payment, error, or negligence.

ARTICLE VI BUDGET AND ASSESSMENTS

6.1 **Annual Budget.** The Board shall prepare and adopt an annual budget for the Association. The annual budget shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management, and operation of the Association. The Board may revise the budget from time to time as the Board deems appropriate. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until the new annual budget is adopted. The budget shall be made available to requesting Owners within thirty (30) days after adoption. Owners may not disapprove a budget during the Period of Declarant Control.

6.2 **Covenant to Pay Assessments.** Each Owner, by acceptance of a deed or other

instrument creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other instrument, is deemed to covenant and agree with each other Owner and with the Association to pay to the Association such Assessments to be fixed, established, and collected from time to time as provided in this Declaration. The Assessments, together with interest thereon, late fees, collection charges, attorneys' fees, court costs, and other costs of collection as hereinafter provided shall be secured by a continuing lien upon the Unit against which each such Assessment is made in favor of the Association. Each such Assessment, together with such interest, late fees, collection charges, costs and attorney fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment becomes due secured by the interest of the Owner in the Unit.

(a) In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments, together with interest, costs, and reasonable attorney fees against the latter for any Assessments authorized by this Declaration up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee.

(b) A lien to secure unpaid Assessments shall not be affected, canceled, or otherwise eliminated by the sale or transfer of the Unit unless foreclosure by a higher priority encumbrance is involved, in which case the foreclosure will extinguish the lien as required by law for any Assessments that were payable before the foreclosure sale, but shall not relieve any subsequent or successor Owner from paying further Assessments or from the lien of any future Assessments.

6.3 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purposes of the following: promoting the safety and welfare of the Owners; effecting the management, maintenance, care, preservation and protection of the Project; enhancing the quality of life in the Project; and maintaining and enhancing the value of the Project including, without limitation, the improvement and maintenance of the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area; or in furtherance of any other duty or power of the Association.

6.4 Annual Assessments. Annual Assessments shall be made on a calendar year basis based on each Unit Owner's Allocated Interest. The Board shall give written notice of each Annual Assessment not less than fifteen (15) days prior to the beginning of the next calendar year. Each Annual Assessment shall be due and payable in monthly installments, on dates established by the Board. At least fifteen (15) days prior to the effective date of a change in the amount of the Annual Assessment, the Association shall give each Owner written notice of the amount.

6.5 Special Assessments. The Board may levy a Special Assessment up to one-thousand five hundred dollars (\$1,500) per Unit per calendar year, payable over such a period as the Board may determine, for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by Annual Assessments; the cost of any construction, reconstruction, or unexpected repair or replacement of the Common Areas; or for any other expense incurred or to be incurred as

provided in this Declaration. Additional Special Assessments over one-thousand five hundred dollars (\$1,500) in a calendar year may be levied if approved by a majority of Owners who are present in person or by proxy at a meeting duly called for such purpose. Notice in writing of the amount of any Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Owners. Payment shall be due on the dates and in the manner provided in the notice.

6.6 Individual Assessments. In addition to Annual and Special Assessments authorized above, the Board may levy Individual Assessments against a Unit and its Owner to reimburse the Association for: (a) administrative costs and expenses incurred by the Board in enforcing the Governing Documents; (b) costs associated with the maintenance, repair, or replacement of Common Areas caused by the neglect or actions of an Owner or his/her Occupants; (c) any other charge, fine, fee, expense, or cost designated as an Individual Assessment in the Governing Documents or by the Board, including, without limitation, action taken to bring a Unit and its Owner into compliance with the Governing Documents; (d) nonpayment of a Reinvestment Fee; and (e) attorney fees (regardless of whether or not a lawsuit is filed), court or collection costs, fines, and other charges relating thereto as provided in this Declaration or other Governing Document.

6.7 Declarant Assessment Exemption. Anything to the contrary notwithstanding, the Declarant shall not be obligated to pay Assessments on any Units owned by the Declarant or a Declarant affiliated entity until such time as the Declarant elects in writing to pay Assessments, and only for so long as the Declarant elects to pay Assessments. The Declarant shall have the sole discretion to determine whether a Unit is owned by one of its affiliates and whether such Unit is subject to assessment.

6.8 Allocation of Assessments. Except as otherwise provided herein, all Annual and Special Assessments shall be imposed upon all Units according their Allocated Interest. Individual Assessments shall be allocated separately to each Unit based on the costs incurred by the Association.

6.9 Rules Regarding Billing and Collection Procedures. The Board shall have the right and responsibility to adopt Rules setting forth procedures for the purpose of making the Assessments provided for in this Declaration and for the billing and collection of Assessments, provided that such procedures are not inconsistent with the provisions hereof. The failure of the Association to send an invoice to an Owner shall not relieve any Owner of liability for any Assessment or charge under this Declaration, but the Assessment lien therefore shall not be foreclosed or otherwise enforced until the Owner has been given not less than thirty (30) days written notice prior to such foreclosure or enforcement, at the address of the Owner on the records of the Association, of the Assessment or installment and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. A copy of such notice may also be provided to the Occupant(s) of the Owner if the Owner is not a resident of the Unit.

6.10 Certificate of Payment. The Association shall, within ten (10) business days

after written demand for payment to the Association, furnish to any Owner liable for Assessments or to the Lender or a potential Lender for such Unit, a recordable written statement or certificate signed by an officer or authorized agent of the Association setting forth whether the Assessments relating to a specified Unit have been paid and the amount of delinquency, if any. A reasonable charge of twenty-five dollars (\$25) (unless the Act allows for a greater amount, in which event the greater amount may be charged) may be collected by the Association for the issuance of each such certificate. Each certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

6.11 Acceptance of Materials or Services. In the event the Association undertakes to provide materials or services that are not otherwise required in the maintenance of the Project, which benefit individual Units, and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof shall be an Individual Assessment at the discretion of the Board.

6.12 Application of Excess Assessments. In the event the amount budgeted to meet Common Expenses for a fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may apply the excess to reserves, credit the excess against future Assessments, or pay the excess to the Owners of each Unit, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

6.13 No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount or withholding of any amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

6.14 Reinvestment Fee. The Board shall have the right (but shall not be required) to establish a Reinvestment Fee assessment in accordance with this Section and Utah Code § 57-1-46. If established, the following terms and conditions shall govern Reinvestment Fees.

(a) The Association shall have the authority to record a separate notice of reinvestment fee covenant with the County as contemplated under Utah Code § 57-1-46(6).

(b) Upon the occurrence of any sale, transfer, or conveyance of any Unit as reflected in the office of the Salt Lake County recorder, regardless of whether it is pursuant to the a sale of the Unit or not (as applicable, a “Transfer”), the party receiving title to the Unit (the “Transferee”) shall pay to the Association a Reinvestment Fee in an amount to be established by the Board in the Rules, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law.

(c) The Association shall not levy or collect a Reinvestment Fee for any Transfer exempted by Utah Code § 57-1-46.

(d) Transfers to the Declarant, or a Declarant related entity, affiliate, or successor, shall be exempt from a Reinvestment Fee. The Declarant shall have the sole discretion to determine whether such Transferee is a related entity and if a Reinvestment Fee applies.

(e) The Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an Individual Assessment for collection purposes.

ARTICLE VII EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES

7.1 **Due Date and Delinquency.** Assessments shall be paid in a timely manner. Payments are due in advance on the first day of the month or the first day of such other period established by the Board. Payments are delinquent if received more than ten (10) days from the date that they became due. Whenever an Assessment is delinquent, the Board may at its option invoke any one or more or all of the sanctions granted in this Article.

7.2 **Collection Charge.** If the Association does not otherwise adopt or establish billing and collection procedures in the Rules, the following shall apply. Delinquent accounts shall be charged a twenty-five dollar (\$25) late fee each month until the Owner's account (including all collection charges, costs, and attorney fees) is paid in full. Interest may accrue on all unpaid balances at the rate of eighteen percent (18%) per annum. Collection charges, interest, and/or late fees shall constitute part of the Assessment lien provided above until paid, including all accompanying charges, costs, and attorney fees. Payments shall be credited first to collection costs (including attorney fees), then to interest and late fees, then to the oldest Assessments, then the most recent Assessments.

7.3 **Action at Law.** The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay the same or by foreclosure of the Assessment lien on the Unit of the Owner. In addition, the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise any other remedy. Any attorney fees and costs incurred in this effort shall be assessed against the delinquent Owner and the Owner's Unit, and reasonable attorney fees and court costs will thereafter be added to the amount in delinquency (plus interest, late fees, and collection charges). Each Owner vests in the Association and its successors and assigns the right and power to bring actions at law against such Owner and Owners, or to advance lien foreclosures against the Unit of such Owner or Owners, for the collection of delinquent Assessments.

7.4 **Foreclosure Sale.** Any foreclosure provided for in this Declaration may be conducted pursuant to a judicial or non-judicial foreclosure or in compliance with applicable provisions relating to the foreclosure of deeds of trust or realty mortgages in the State of Utah. In any foreclosure and subsequent sale, the Owner of the affected Unit shall pay the costs and expenses of all related proceedings including reasonable attorney fees incurred by the Association. The Association may, through its duly authorized agents including the Board, have and exercise the power of the trustee and the power to bid on a Unit at the foreclosure or other

sale thereof, and to acquire, hold, lease, rent, mortgage and convey such Unit.

7.5 Association Responsibility after Foreclosure. If the Association takes title to a Unit pursuant to a foreclosure (judicial or non-judicial), it shall not be bound by any of the provisions related to the Unit that are otherwise applicable to any other Owner, including but not limited to obligations to pay assessments, taxes, or insurance, or to maintain the Unit and its Limited Common Areas. By taking a security interest in any Unit governed by this Declaration, Lenders cannot make any claim against the Association for nonpayment of taxes, Assessments, or other costs and fees associated with any Unit if the Association takes title to a Unit related to a failure to pay Assessments.

7.6 Trust Deed Provisions. Each Owner by accepting a deed to a Unit hereby conveys and warrants the Unit in trust with power of sale to the Association's attorney as trustee to secure performance of the Owner's obligations, to the Association, under the Governing Documents. All notices of default and other communications material to an exercise of the power of sale be sent to the street address of the Owner's Unit or the last known mailing address of the Owner as shown on the books and records of the Association, if different from the street address of the Unit.

7.7 Suspension of Votes. The Board may suspend the obligated Owner's right to vote on any matter at regular and special meetings of the Association and the Owner's right to use all or any portion of the Common Area (exclusive of the Limited Common Area appurtenant to the Owner's Unit) for the entire period during which an Assessment or other amount due under any of the provisions of the Declaration remains delinquent.

7.8 Termination of Services. If an Owner fails or refuses to pay any Assessment when due, the Board may terminate the Owner's right to receive utility services paid as a Common Expense and access to and use of the Common Areas. Before limiting, restricting, or terminating any utility or other service provided by the Association or restricting access to or use of the Common Areas, the Association shall notify the Owner and give such Owner at least three (3) business days to pay the past due balance.

7.9 Recovery of Rent From Tenant. If a delinquent Owner is leasing his Unit or any portion thereof, then pursuant to Utah Code § 57-8-53, the Board may, at its option, so long as an Assessment is more than sixty (60) days late, demand and receive from any tenant the rent due or becoming due and the payment of such rent to the Board shall discharge such tenant for rent due, and shall discharge the Owner for such Assessments to the extent of the amount so paid.

7.10 Account Payoff Information. The Association may charge a fee for providing account payoff information in connection with the closing of an Owner's financing, refinancing, or sale of a Unit as provided for in Utah Code § 57-8-6.3. The Board may set forth the amount of the fee in the Rules, but such fee shall not exceed the maximum amount allowed pursuant to Utah law. If not otherwise set forth in the Rules, the Account Payoff Fee shall be fifty dollars (\$50).

ARTICLE VIII

PROPERTY RIGHTS IN COMMON AREA

8.1 General Easements to Common Area and Units.

(a) Subject to this Declaration and the Rules, each Owner shall have an equal undivided interest, right and easement of use and enjoyment in and to the Common Area. Each Owner shall have an unrestricted right of ingress or egress to and from the Owner's Unit over and across such Common Area (exclusive of the Limited Common Area unless stated otherwise), subject to Association Rules. Each Owner shall also have the exclusive right to use and enjoy any Limited Common Area that may be designated for exclusive use by such Owner. Such rights and easements shall be appurtenant to and shall pass with title to each Unit and in no event shall such appurtenant rights be separated therefrom. Any Owner may delegate the right and easement of use and enjoyment described herein to any Occupant.

(b) The Declarant reserves in favor of the Declarant such easements and rights of ingress and egress over, across, through, and under the real property and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant: (i) to construct and complete each Unit and all of the other improvements described in this Declaration or in the Plat; and (ii) to improve portions of the real property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all Owners as Declarant may reasonably determine to be appropriate. This reservation shall not expire, unless terminated sooner by law, until after the date on which all of Declarant's Units have been transferred to Owners.

(c) The Declarant reserves in favor of the Declarant and the Association, acting through the Board or its authorized agent, nonexclusive easements with the right of access to each Unit, without trespass, to make inspections and to maintain, repair, replace or effectuate the restoration of the Common Area accessible from such Unit. The Declarant and the Association shall also have a nonexclusive right to grant permits, licenses and easements upon, across, over, under and through the Common Area for purposes necessary for the proper operation of the Project. Such rights shall be exercised in a reasonable manner and at reasonable times with prior notification, unless emergency situations demand immediate access.

8.2 **Public Utility Easements.** The Project is subject to blanket easements and rights-of-way in favor of the Association over, across, above, and under the Common Areas and any other necessary portion of the Project for the installation and maintenance of electricity lines, telephone lines, cable television, water lines, gas lines, sewer lines, drainage facilities, and such other public utilities needed to serve the Project. The Association shall have the power to grant and convey to any municipality, special service district, or Person, in the name of all of the Owners as their attorney-in-fact, easements and rights-of-way in, on, over or under the Common Area or any other necessary area of the Project for the purpose of constructing, erecting, operating or maintaining pipelines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any similar public or quasi-public improvements or facilities, and each Owner in accepting the

deed to a Unit expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. Such Owner and those claiming by, through or under an Owner agree to execute promptly all such documents and instruments and to do such other things as may be necessary or convenient to effect the same at the request of the Association.

8.3 Easements for Encroachments. If any portion of the Common Area encroaches upon any Unit, or if any Unit encroaches upon any other Unit or the Common Area, as a result of the manner in which the buildings are constructed or due to settling, shifting, alteration, replacement, repair or restoration by the Association, a valid easement for encroachment, and maintenance of such encroachment, shall exist so long as the buildings stand.

8.4 Limitation on Easement - Suspension of Owner Rights. Each Owner's right and easement of use and enjoyment concerning the Common Area is subject to the following:

(a) The right of the Association to suspend the Owner's voting right in the Association and the Owner's right to the use of any facilities included in the Common Area: (i) for any period during which an Assessment on such Owner's Unit remains unpaid; (ii) for a period not exceeding sixty (60) days for any infraction by such Owner of the Governing Documents; and (iii) for successive 60-day periods if any such infraction is not corrected during any prior 60-day suspension period;

(b) The right of the Association to impose reasonable limitations on the number of guests per Owner or Occupant who at any given time are permitted to use the Common Area;

(c) The right of any governmental or quasi-governmental body having jurisdiction over the Project to access and to have rights of ingress and egress over and across any street, parking areas, walkway or open areas contained within the Common Area for purposes of providing police and fire protection, transporting school children and providing other governmental or municipal services; and

8.5 Views. Views from a Unit and the Project are not assured or guaranteed in any way. There is no warranty concerning the preservation of any view or view plane from the Project and each Owner and Occupant in such Owner's Unit acknowledges and agrees that there are no view easements or rights appurtenant to the Unit or the Project relative to any other Unit or structure only within the Project.

ARTICLE IX

USE RESTRICTIONS

9.1 **Rules and Regulations.** The Association has authority to promulgate and enforce such Rules and procedures as may aid the Association in carrying out any of its functions or to ensure that the Project is maintained and used in a manner consistent with this Declaration and the Bylaws.

9.2 **Use.** Units shall be occupied and used only as a private single-family residence. Common Areas are to be used in a manner consistent with their community nature and use restriction.

9.3 **Signs.** The Association may regulate and restrict signs in the Project to the extent permitted by law in the Rules. Unless otherwise set forth by the Board in the Rules, the following restrictions shall apply. "For Sale" or "For Rent" signs may only be placed in areas identified and approved by the Board. All other signs may only be erected or maintained in the Project, whether in a window or otherwise, with the prior written approval of the Board. Signs may not exceed sizes approved by the Board. Owner signs on the exterior of the Project are prohibited.

9.4 **Nuisance.** No noxious, illegal, or offensive activity shall be carried on upon the Project, nor shall any activity that might be or become an annoyance or nuisance to other Owners or Occupants be permitted to interfere with their rights of quiet enjoyment, increase the rate of any insurance, or decrease the value of the Units. No Owner or Occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule, or regulation of any local, county, state, or federal body. A nuisance includes but is not limited to the following: excessive noise between 10:00 p.m. and 7:00 a.m.; the use of outdoor speakers or amplifiers; excessive foot or vehicular traffic in, on, or about the Project beyond that expected for a typical personal residence, especially after 10:00 p.m. and before 7:00 a.m.; and any violation of the Governing Documents. The Board may adopt Rules that further describe the activities that are deemed to be nuisances within the Project. The Board shall have the sole discretion and authority to determine if an activity or condition constitutes a nuisance.

9.5 **Temporary Structures.** No structure or building of a temporary character, including a tent or shack, shall be placed upon the Project or used therein unless the same and its proposed use are approved by the Board.

9.6 **Parking.** Owners, Occupants, and tenants must first use their garages before other vehicles may be parked outside of the garage. Parking is prohibited on the streets within the Project unless designated otherwise via street signage or markings. At no time shall any vehicle be parked at an entrance to or in front of a garage or walkway or at any other location within the Project, which would impair vehicular access or snow removal. Undesignated parking stalls shall be subject to and governed by Association Rules, and may be assigned by the Board. The Association may charge a fee for the use of the assigned parking stalls, which are intended to be used as vehicle parking spaces only and are restricted to such use. The Board may adopt additional Rules relating to the parking of vehicles within the Project, including, without limitation: the size and dimensions of the vehicles parked within the Project; the admission and

temporary parking of vehicles within the Project; the use of the undesignated parking spaces identified on the Plat, if any, including, without limitation, the right to loan or license the visitor parking spaces in the discretion of the Board; the right to remove or cause to be removed any vehicles that are improperly parked; the time visitor spaces may be used; and the assessment of charges to Owners and Occupants who violate, or whose invitees violate, such Rules.

9.7 **Recreational Vehicles.** The parking in the Project is limited. Therefore, no boats, trailers, motorhomes, large trucks, commercial vehicles, RVs, or the like belonging to Owners or Occupants of the Project shall be parked within the Project other than for temporary loading and unloading (less than 24 hours). Recreational vehicles shall not be parked in an Owner's enclosed garage, as such parking is intended for parking of the Occupant's automobile. The Board may adopt additional Rules relating to the parking of recreational vehicles within the Project that may expand or limit the restrictions set forth in this section.

9.8 **External Fixtures.** No external items such as, but not limited to, television and radio antennas, satellite dishes, flag poles, clotheslines, wiring, insulation, air conditioning equipment, water softening equipment, fences, awnings, ornamental screens, exterior doors, screen doors, porch or patio or balcony enclosures, sunshades, lighting fixtures, walls, windows, skylights, landscaping and planting, other than those provided in connection with the original construction of the Project, and any replacements thereof, and other than those approved by the Board, and any replacements thereof, shall be constructed, erected or maintained on the Project without the prior written approval of the Board. The Board may adopt Rules or design guidelines regulating the location, type, color, and design of these external fixtures. Any damage caused by the installation of any external fixture to the Common Areas (including roofs and exterior surfaces) shall be repaired by the Association, but the Association may assess such repair costs as an Individual Assessment against the Owner who is responsible for installing the external fixture, regardless of whether such fixture was approved in advance by the Board.

9.9 **Window Covers.** No window shall be covered by paint, grease, blankets, rugs, foil, sheets, towels, newspaper, or similar items. The Board may adopt Rules regulating the type, color, and design of the external surface of window covers. All window coverings shall be installed within one week of occupancy of a Unit.

9.10 **No Patio/Deck Storage.** No observable outdoor storage of any kind shall be permitted on patios, decks, front yard areas, porches, etc., except for patio furniture and portable barbecue grills in good condition which may be maintained on backyard patios and decks. Said patio furniture and outdoor storage items shall conform with standards set by the Board, which may include the regulation of colors, materials, and product types. The Association may vary or expand upon the provisions of this Section by Rule.

9.11 **Repairs.** No repairs of any detached machinery, equipment, or fixtures, including without limitation, motor vehicles, shall be made upon the Project, unless such work is done within the Owner's enclosed garage.

9.12 **Unightly Items.** All rubbish, debris, or unsightly materials or objects of any

kind shall be regularly removed from Units and Limited Common Areas and shall not be allowed to accumulate therein or thereon. Refuse containers and machinery and equipment not a part of the Units, shall be prohibited in any Unit and Limited Common Area unless obscured from view of adjoining Units and Common Area. Trash and garbage shall be properly disposed in accordance with the Rules applicable thereto adopted by the Board of Directors.

9.13 **Pets.** One domestic pet may be kept in each Unit in conformance with local government requirements. No pets, animals, livestock, or poultry of any kind shall be bred in, on, or about the Project. The Board may adopt Rules that vary or expand upon the restrictions in this Section including, but not limited to, restrictions on the number and types of pets, requirements for registration with the Association, and noise limitations. All pets must be properly licensed and registered with the appropriate governmental agency and must abide by all pet Rules adopted by the Board from time to time. Pets may not create a nuisance. The following acts of an animal may constitute a nuisance: (a) it causes damage to property of anyone other than its owner; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) it defecates on any Common Area or Limited Common Area of another Owner and the feces are not immediately cleaned up by the responsible party; (e) it barks, whines, or howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion; or (f) it molests or harasses a passersby by lunging at them or chasing passing vehicles. Pets may not be tied or tethered in the Common Area or the Limited Common Area of another Owner and shall be leashed or restrained whenever outside a Unit. The Association may levy Individual Assessments to Owners for any damages to the Common Areas and landscaping caused by a pet.

9.14 **Landscape Maintenance.** The Association shall have the right and duty to maintain and the right to alter and change any and all landscaping in the Common Area. The Association shall have the right of access to all Common Area and Limited Common Area of the Project as necessary for such landscape maintenance. If the Association is unable to enter into a Limited Common Area for landscape maintenance, then the Owner shall be responsible for such maintenance.

9.15 **Floor Load.** There shall be no floor load in excess of the weight for which the Unit or balcony was designed, unless special arrangements are made, and an engineering determination of floor load capacity in the areas of the heavy use is approved in writing by the Board. This includes, but is not limited to, the use of waterbeds, or Jacuzzi hot tubs.

9.16 **Smoking.** Smoking is prohibited within all Units and on all Common Areas of the Association, whether indoors or outdoors. Without limiting the generality of the foregoing, this prohibition applies to private Units, the Association's Common Areas as defined in the Declaration, the walking paths, bike paths, gardens, landscaped common areas, hallways, the general common central landscaped area, parking lot, plaza, roofs, etc. Smoking is defined as including carrying, burning or otherwise handling or controlling any lighted or smoldering product containing tobacco or other like substance, including, but not limited to, cigarettes, cigars or pipes, hookahs and electronic vaping devices. Each Owner is responsible to ensure that said Owner, his/ her Occupants, guests, and invitees comply with this restriction. Violations of this smoking restriction may result in a fine pursuant to the Rules and fine schedule adopted

by the Board.

9.17 Residential Occupancy and Commercial Activity Limits. No business use and trade may be conducted in or from any Unit unless:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit;
- (b) the business activity conforms to all zoning requirements for the Project;
- (c) the business activity does not involve persons coming onto the Project who do not reside in the Project or door-to-door solicitation of residents of the Project;
- (d) such business is legal within the meaning of all applicable statutes of the State of Utah and all ordinances of municipal authorities; and
- (e) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents, as may be determined in the sole discretion of the Board.
- (f) Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this Section.

9.18 No Subdivision of Units or Further Restrictions. No Unit shall be split, subdivided, or separated into two (2) or more Units, and no Owner of a Unit shall sell part of a Unit. No subdivision plat or covenants, conditions or restrictions shall be recorded by any Owner or other Person with respect to any Unit unless the Board has first approved the plat or the proposed covenants, conditions, or restrictions, such approval to be evidenced by the Association's signature on the final recorded plat or instrument imposing the covenants, conditions, or restrictions. Any plat or covenants, conditions, or restrictions recorded in violation of this Section shall be absolutely null and void. The Boards review shall be for the purpose of assuring, in the sole and absolute discretion of the Board, that the plat or covenants, conditions and restrictions are consistent and compatible with the overall plan of development of the Project. However, in no event shall the approval of the Board of any plat or covenant, condition or restriction be an abandonment or waiver of any provision of this Declaration. The provisions of this Declaration shall be and remain superior to any such plat or covenants, conditions, or restrictions except to the extent they defer to the Plat.

9.19 Architectural Control. No exterior changes whatsoever shall be commenced, erected, maintained, made, or done without the prior written approval of the Board. By way of illustration, but not of limitation, the following are considered exterior changes: painting, landscaping, repairs, excavation, patio covers, screens, windows, doors, fences, window air conditioners, fireplaces, skylights, storage buildings, solar collectors, shade screens, awnings, window coating or tinting, decorative alterations, or other work that in any way alters the exterior appearance of the Project. The Board may designate the design, color, style, model, and manufacturer of any exterior improvement or alteration that is acceptable. Such

designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. No interior structural changes whatsoever shall be commenced, erected, maintained, made, or done without the prior written approval of the Board, or any committee established by the Board. Any structural change may be denied by the Board, or the Board may require the Owner to provide an engineering report demonstrating, in the discretion of the Board, that the structural changes will be constructed in a way to prevent any impact on the building or other Units. By way of illustration, but not of limitation, the following are considered interior structural changes: moving, removing, adding, or altering walls, doorways, and the like.

9.20 **Lighting.** Exterior lighting fixtures and walkway and landscaping lights shall be allowed only to the extent approved by the Board.

9.21 **Unit Heating.** Owners shall heat Units to no less than fifty-degrees (50° F) at all times to prevent pipes from freezing.

9.22 **Hazardous Substances.**

(a) The Owners shall comply with applicable environmental laws (as defined below), and shall not cause or permit the presence, use, disposal, storage or release of any hazardous substances (as defined below), on or within the Project that are not properly controlled, safeguarded, and disposed of. The Owners shall not do, nor allow anyone else to do, anything affecting the Project that is in violation of any environmental law. The preceding two sentences shall not apply to the presence, use or storage on the Project of small quantities of hazardous substances that are generally recognized to be appropriate to maintenance of a Unit or the Project.

(b) Each Owner shall indemnify, defend and hold the Association and each and every other Owner harmless from and against any and all claims and proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental damage or impairment; or any other injury or damage resulting from or relating to any hazardous substances located under or upon or migrating into, under, from or through the Project, which the Association or the other Owners may incur due to the actions or omissions of an indemnifying Owner. The foregoing indemnity shall apply: (i) whether or not the release of the hazardous substances was caused by an indemnifying Owner, a tenant, invitee or otherwise of an indemnifying Owner; and (ii) whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of hazardous substances on the Project. The obligations of each Owner under this Section shall survive any subsequent sale by an indemnifying Owner.

(c) As used in this Section, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this Section "environmental law" means federal laws and laws of the jurisdiction where the Project is located that relate to health, safety, or environmental

protection.

9.23 Smoke and Carbon Monoxide Detectors. Each Unit shall have operable smoke and carbon monoxide detectors as required by applicable building codes. The Board may, but is not required to, upon advanced notice of at least seventy-two (72) hours, enter a Unit to ensure that the Unit is in compliance with this Section.

9.24 Sound Transmission. Without the prior written consent of the Board, no Unit shall be altered in any manner that would increase sound transmissions, resonances or reverberations to any adjoining Unit, including, but not limited to, the replacement, modification or penetration of any flooring or floor covering, ceiling or wall or the penetration of any wall, floor or ceiling that increases sound transmissions, resonances or reverberations to any other Unit. Owners of Units on the second-floor level and above shall not replace any carpeted area with hard surface floor coverings without the written consent of the Board. Each Unit Owner shall cover one hundred percent (100%) of any hard surface floor area within the bedrooms of such Owner's Residential Unit with carpets and pads and shall cover a minimum of sixty percent (60%) of any other hard surface floor areas within the Owner's Unit (including kitchens, bathrooms, and main entry-ways) with area rugs or carpets and pads. The provisions of this Section shall not apply to (a) a multi-level Unit having at least one level of such Unit on the first floor of the building in which such Unit is located, (b) a Unit on the first floor of the building in which such Unit is located.

9.25 Solar Energy Systems. Solar energy systems and equipment are prohibited from being constructed or installed on any part of the Common Area in the Project. Notwithstanding the forgoing, if the Board elects to allow solar energy systems in the Project, then the Board may adopt Rules and regulations for the installation and ongoing maintenance of solar panels or other energy conservation equipment. Any such rules must require that the installation be an integral and harmonious part of the architectural design of the buildings. Owners shall be responsible for the costs of the installation, operation, and maintenance of each solar energy system. The Board shall assess the costs incurred by the Association related to the installation, operation, and maintenance of an energy conservation system to the requesting Owner(s) or benefitted Owner(s) in the Board's sole discretion. The costs to the Association arising under this Section shall be assessed and collected as an Individual Assessment.

9.26 Variances. The Board may, in its sole discretion, upon a showing of extenuating circumstances, grant variances from the Restrictions set forth in this Article if the Board determines in its discretion: (a) that a Restriction would create an unreasonable hardship or burden on an Owner or Occupant, (b) that a change of circumstances since the recordation of this Declaration has rendered such Restriction obsolete; or (c) that the activity permitted under the variance will not have any substantial adverse effect on the Association, the Owners, or the Occupants of the Project and is consistent with the high quality of life intended for residents of the Project. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by every member of the then existing Board. The Board Members and the Board of Directors shall not have any right or authority to deviate from this Declaration except as specifically provided for in this provision. No Owner or any

other person may rely upon any permission to deviate from this Declaration by anyone including any Board Member or the entire Board, unless it is reduced to writing and signed as required in this provision.

9.27 **Declarant Exception.** So long the Declarant owns a Unit in the Project, the Declarant shall be exempt from the restrictions contained in this Article.

ARTICLE X INSURANCE

NOTICE: The Association's Insurance Policy does not cover the personal property or personal liability of the Owners or their Occupants.

10.1 **Insurance.** The Board shall obtain insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies. Insurance premiums purchased by the Association shall be a Common Expense.

10.2 Property Insurance.

1) The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all buildings including the Units, fixtures, and building services equipment as provided in the Act. The Association may maintain broader coverage if afforded by the insurance contract.

(a) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Units, or Limited Common Areas, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.

(b) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.

(c) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

(d) The blanket policy shall include either of the following

endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

(e) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available, (ii) "Building Ordinance or Law Endorsement," (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction), and (iii) "Equipment Breakdown," if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installation, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the building containing the equipment.

2) **Owner Responsibility for Payment of Deductible.** If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

(a) The Association's policy provides primary insurance coverage, and:

i) the Owner is responsible for the Association's policy deductible; and

ii) the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

(b) An Owner that has suffered damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit ("Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("a Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Unit Damage for that Unit to the amount of the deductible under the Association's property insurance policy; and

(c) If an Owner does not pay the amount required under this Subsection within 30 days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against the Owner for that amount.

3) **Claims Under the Deductible.** If, in the exercise of its business judgment, the Board determines that a claim is likely not to exceed the Association's policy deductible, then: (a) the Owner's policy is considered the policy for primary coverage up to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

4) **Deductible Notice.** The Association shall provide notice to each Owner of the Owner's obligation under Subsection (2) above for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

5) The Association shall have no obligation to obtain or maintain any insurance covering Owners' personal and real property, and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

10.3. **Comprehensive General Liability (CGL) Insurance.** The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than Two Million Dollars (\$2,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligence acts of the Association or another Owner.

10.4. **Director's and Officer's Insurance.** The Association shall obtain Directors' and Officers' liability insurance protecting the Board, the officers, and the Association against claims of wrongful acts and mismanagement. To the extent reasonably available, this policy shall include coverage for: (1) failure to maintain adequate reserves, (2) failure to maintain books and records, (3) failure to enforce the Governing Documents, (4) breach of contract, (5) volunteers and employees, (6) monetary and non-monetary claims, (7) claims made under fair housing act or similar statutes or that are based on discrimination or civil rights claims, and (8) defamation. In the discretion of the Board, the policy may also include coverage for the Manager and its employees and may provide that such coverage is secondary to any other policy that covers the Manager or its employees.

10.5. **Theft and Embezzlement Insurance.** The Association may obtain insurance covering the theft or embezzlement of funds by Board Members, officers, employees, Manager, and contractors of the Association in the discretion of the Board.

10.6. **Worker's Compensation Insurance.** The Association shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Board deems appropriate.

10.7. **Certificates.** Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association, and upon written request, to any Owner or Mortgagee.

10.8. **Named Insured.** The named insured under any policy of insurance shall be the

Association. Each Owner shall also be an insured under the Association's insurance policies as required by law.

10.9. **Right to Negotiate Claims & Losses & Receive Proceeds.** Insurance proceeds for a loss under the Association's property insurance policy are payable to the Association, and shall not be payable to a holder of a security interest. The Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association as attorney-in-fact for negotiating all losses related thereto, including the collection, receipt of, and appropriate disposition of all insurance proceeds; the execution of releases of liability; and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of the Owner.

10.10. **Owner Act Cannot Void Coverage Under Any Policy.** Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

10.11. **Waiver of Subrogation against Owners and Association.** All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

10.12. **Applicable Law.** This Declaration is specifically subjecting the Association to the insurance requirements and provisions in § 57-8-43 of the Act, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance law applicable to condominium associations shall apply to this Association.

ARTICLE XI DESTRUCTION OF IMPROVEMENTS

11.1 **Reconstruction.** In the event of partial or total destruction of a building or buildings or any portion of the Common Area within the Project, the Board of Directors shall promptly take the following actions:

(a) The Board shall ascertain the cost of reconstruction by obtaining fixed price bids from reputable contractors, including the obligation to obtain performance and lien payment bonds.

(b) The Board shall determine the amount of insurance proceeds, if any,

payable by contacting the appropriate representative of the insurer carrying the policy covering the Project.

(c) Pursuant to § 57-8-30 of the Act, if the insurance proceeds are sufficient to reconstruct the building, such proceeds shall be applied to such reconstruction.

(d) If the Board determines: (i) that insurance proceeds will cover eighty-five percent (85%) or more, but not all, of the estimated cost of reconstruction, or (ii) that available insurance proceeds together with available reserves and a special Assessment equal to twenty-five percent (25%) or less of the then aggregate Annual Assessments for all Units will completely cover the estimated cost of reconstruction, then the Board shall cause notice to be sent to all Owners and to all Lenders encumbering Units within the Project setting forth such findings and informing the Owners and Lenders that the Board of Directors intends to commence reconstruction pursuant to this Declaration. In the event that Owners representing at least twenty percent (20%) of the Allocated Interests object in writing to such reconstruction as indicated in such notice, the Board shall call a Special Meeting of the Owners pursuant to Section 11.2. In the event that the foregoing requirements are satisfied and the requisite number of Owners do not object in writing to such reconstruction, the Board of Directors shall cause reconstruction to take place as promptly as practicable thereafter. In connection with such reconstruction, the Board shall levy a uniform Special Assessment against each Owner at such time and in such amount as the Board shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds and available reserves.

(e) If the Board determines that any Unit is uninhabitable by reason of its total or partial destruction, the Board may abate Assessments against the Owner thereof until the Board determines that habitability has been restored.

11.2 Reconstruction by Vote. If reconstruction is not to take place pursuant to Section 11.1, as soon as practicable after the same has been determined, the Board shall call a Special Meeting of the Owners. Such meeting shall be held not less than ten (10) days and not more than sixty (60) days after the date of such notice. Unless the Owners, by a vote at such meeting or by the written consent of not less than seventy-five percent (75%) of the Allocated Interests (including every Owner of a Unit or an allocated Limited Common Area that will not be rebuilt) determine not to proceed with such reconstruction, reconstruction must take place and the Board of Directors shall levy a uniform Special Assessment against each Owner at such time and in such amount as the Board of Directors shall determine is necessary to cover the costs of reconstruction in excess of insurance proceeds and available reserves.

11.3 Procedure for Reconstruction. If the Association elects to reconstruct, then the Board shall contract with a licensed contractor or contractors to rebuild or repair such damaged or destroyed portions of the Project in conformance with the original plans and specifications, or if the Board determines that adherence to such original plans and specifications is impracticable or is not in conformance with applicable laws, ordinances, building codes or other governmental rules or regulations then in effect, then such repairs or rebuilding shall be of a kind and quality substantially equivalent to the original construction of such improvements. The Board may

employ a licensed architect to supervise the repair and rebuilding to insure that all work, services and supplies are in conformity with the requirements of the construction contract.

11.4 Determination not to Reconstruct without Termination. If Owners of seventy-five percent (75%) or more of the Allocated Interests vote not to rebuild, and the entire Project is not repaired or replaced, and the Project is not terminated in accordance with the Act, the insurance proceeds shall be distributed as provided by the Act and the Allocated Interests are automatically reallocated as provided by the Act. In such event, the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

11.5 Negotiations with Insurer. The Association shall have full authority to negotiate in good faith with representatives of the insurer of any totally or partially destroyed building or any other portion of the Common Area, and to make settlements with the insurer for less than full insurance coverage on the damage to such building or any other portion of the Common Area. Any settlement made by the Association in good faith shall be binding upon all Owners and Lenders.

11.6 Repair of Units. Unless covered by the Association's insurance policy, the installation of improvements to, and repair of any damage to, the interior of a Unit shall be made by and at the individual expense of the Owner of that Unit and, in the event of a determination to reconstruct after partial or total destruction, shall be completed as promptly as practicable and in a lawful and workmanlike manner.

11.7 Priority. Nothing contained in this Article shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Unit as to any portion of insurance proceeds allocated to such Unit.

ARTICLE XII EMINENT DOMAIN

12.1 Taking of a Unit. If a Unit is taken by eminent domain, or sold under threat thereof, then that Unit's Allocated Interest in the Common Area shall automatically be reallocated to the remaining Units in proportion to their respective interests immediately before the taking. Upon such a taking, the Association shall prepare, execute and record an amendment to the Declaration in compliance with the Act. Any remnant of a Unit remaining after part of a Unit is taken shall become part of the Common Area. If only part of a Unit is taken by eminent domain, or sold under threat thereof, so that such Unit may still be practically and lawfully used as a Unit under this Declaration, that Unit's Allocated Interest in the Common Area shall remain unchanged.

12.2 Taking of Limited Common Area. If the portion of the Project taken by eminent domain, or sold under threat thereof, is comprised of or includes any Limited Common Area or portion thereof, the portion of the award attributable to the Limited Common Area so taken shall be divided among the Owners of the Units to which such Limited Common Area was allocated at the time of the acquisition.

12.3 **Taking of Common Area.** If the portion of the Project taken by eminent domain, or sold under threat thereof, is Common Area, the Board shall cause the award to be utilized for the purpose of repairing or restoring the portion of the Project so taken, and the portion of the award not used for restoration shall be deposited into the Associations general account.

12.4 **Taking of Entire Project.** In the event the entire Project is taken by eminent domain, or sold under threat thereof, the Project shall be terminated and the provisions of the Act apply.

12.5 **Power of Attorney.** Each Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Common Area, or any part thereof. In the event the taking involves all or part of any Common Area or Limited Common Area, the award or proceeds shall be payable to the Association for the use and benefit of the Owners and their Lenders as their interests may appear. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

ARTICLE XIII RIGHTS OF LENDERS

13.1 **Lender Notice.** Prior to being entitled to receive any notice that this Declaration requires the Association to provide Lenders, each Lender must deliver to the Association a written notice stating that such Lender is the holder of a loan encumbering a Unit within the Project along with all necessary contact information for notice delivery. Notwithstanding the foregoing, if any right of a Lender under this Declaration is conditioned on a specific written request to the Association, in addition to the above, a Lender must also make such request in writing delivered to the Association. Except as provided in this Section, a Lender's rights pursuant to this Declaration, including, without limitation, the priority of any mortgage lien over the lien of Assessments levied by the Association shall not be affected by the failure to deliver a notice or request to the Association.

13.2 **Title in Mortgagee.** Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's Assessments or charges which accrue prior to the acquisition of title of such Unit by the Mortgagee. However, such first Mortgagee shall be responsible for Assessments levied while it holds title to the Unit.

13.3 **Priority.** The lien provided for in Article VI for the payment of Assessments shall be subordinate to the lien of any Lender that was recorded prior to the date any such Assessment becomes due. No breach of the Restrictions herein contained, nor the enforcement of any lien provision herein, shall affect, impair, defeat, or render invalid the lien or charge of any Lender made in good faith and for value encumbering any Unit, but all of such Restrictions shall be binding upon and effective against any Owner whose title to a Unit is derived through foreclosure or trustee's sale, or otherwise. No provision herein is intended, nor shall it be construed, to give any Unit Owner, or any other party, priority over any rights of the first

Mortgagee of a Unit pursuant to its Mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Areas or a Unit.

13.4 Required Lender Approval. Except upon the prior written approval of sixty-seven percent (67%) of all Lenders that have provided notice to the Association as described in Section 13.1, based on one (1) vote for each Unit encumbered by a loan, the Association shall not take action or inaction to do any of the following:

(a) Abandon or terminate by an act or omission the legal status of the Condominium Project; or

(b) Except as specifically provided by this Declaration, or as otherwise reserved by the Declarant during the Period of Declarant Control, amend any provisions of the Declaration governing the following:

(i) voting rights;

(ii) the priority of Assessment liens;

(iii) the allocation of interests in the Common Area;

(iv) Unit boundary definitions;

(vi) expansion or contraction of the Project, or the addition, annexation or withdrawal of property to or from the Project; or

(vii) restoration or repair of the Project (after damage or particular condemnation) in a manner other than that specified in this Declaration, the Articles, or the Bylaws.

(c) In addition to the amendment limitations set forth in subsection (b) above, any other amendment to the Declaration that is of a material adverse nature to Lenders shall require approval of at least fifty-one percent (51%) of Lenders who have provided notice to the Association.

(d) The Association may presume the consent of a Lender for approval of amendments or actions if: (i) written notice of the proposed amendment or action is sent by certified or registered mail with a return receipt requested to the Lender's address listed for receiving notice in the recorded trust deed or other recorded document evidencing the security interest, (ii) at least 60 days have passed after the day on which the notice was mailed, and (iii) the person designated for receipt of the response in the notice has not received a written response from the Lender.

13.5. Notices and Other Rights. Any Lender (and such Lender's insurer or guarantor)

shall, upon written request to the Association, be entitled to:

- (a) To inspect current copies of the books and records of the Association during normal business hours;
- (b) To receive the most recent annual financial statement of the Association;
- (c) Notice of any failure of an Owner for a period of sixty (60) days or more to cure any default on his part in performance of his obligations under this Declaration or other Governing Documents;
- (d) Notice of any condemnation or casualty loss that affects a material portion of the Project or any Unit on which there is a first mortgage held by such Lender;
- (e) Notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (f) Notice of any action that requires a specified percentage of Lenders to approve;
- (g) Notice of any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which a Lender holds a mortgage; and
- (h) Notice of any proposed action by the Owners or the Association that would amount to a change in the Declaration necessitating Lender approval as identified in Section 13.4(b).

13.6. **Department of Veterans Affairs Loans.** To the extent that any provision in the Governing Documents is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs (“DVA Financing”), such provision shall not apply to any Unit that is (i) encumbered by DVA Financing, or (ii) owned by the Department of Veterans Affairs.

ARTICLE XIV TERMINATION

14.1 **Required Vote.** Except as otherwise provided in Articles XI and XII, the Project may only be terminated by unanimous agreement of all Owners.

14.2 **Termination Agreement.** An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. Such an agreement to terminate shall also be approved by consent of all Lenders with a loan secured by a Unit. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement, including all ratifications of such termination agreement, shall be recorded in the

records of the Salt Lake County Recorder and is effective only on recordation.

14.3 **Sale of Project.** A termination agreement may provide that the entire Project shall be sold following termination. If any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

14.4 **Association Duties.** The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to Sections 14.1 and 14.2 of this Declaration. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners as their interests may appear, based on the relative value of each Unit and Project. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and his or her successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and his or her successors in interest remain liable for all Assessments and other obligations imposed on Owners by this Declaration.

14.5 **Allocation upon Termination.** Unless provided otherwise herein, upon any liquidation or termination of all or part of the Project, the Association shall represent the Owners in any proceedings, negotiations, settlements or agreements related thereto. Each Owner hereby appoints the Association as attorney-in-fact for such purpose, including the allocation of any losses, awards or proceeds resulting from such termination or liquidation. Any proceeds generated by such a termination or liquidation shall be made payable to the Association, which will hold such proceeds for the benefit of the Owners. Owners shall share in the proceeds of such termination or liquidation in the same proportion as their Allocated Interest in the Common Area (or as otherwise provided by the Act), but in such event, the liens and provisions of all Lenders or Assessment liens encumbering Units within the Project shall extend to each applicable Owner's interest in such proceeds. The interest of an Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds.

ARTICLE XV AMENDMENTS

15.1 **Amendment by Declarant.** So long as the Declarant owns one or more Units in the Project, the Declaration and the Plat may be amended solely by the Declarant without any additional approval required. In addition, no other amendment shall be valid or enforceable without the Declarant's prior written consent so long as Declarant owns one or more Units in the Project. Declarant's right to amend shall be construed liberally and shall include, without limitation, the right to amend and/or restate this Declaration in part or in its entirety.

15.2 **Amendment by Association.** After the Period of Declarant Control has expired,

this Declaration may be amended upon the affirmative vote of at least sixty-seven percent (67%) of the Allocated Interests of the Association. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. The amendment(s) shall be effective upon recordation in the office of the Salt Lake County Recorder. In such instrument the Board shall certify that the vote required by this Section for amendment has occurred. If a Unit is owned by more than one Owner, the vote of any one Owner shall be sufficient to constitute approval for that Unit under this Section. If a Unit is owned by an entity or trust, the vote of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Unit under this Section. No acknowledgment of any signature used for voting shall be required. Notwithstanding, the foregoing, the Owners' authority to amend the provisions of Articles XVI and XVII of this Declaration is subject to the amendment restrictions set forth therein, and any amendment purporting to modify the provisions of Articles XVI and XVII shall be null and void unless such amendment is in compliance with the amendment provisions and restrictions therein.

15.3 **Necessary Amendments.** The Declarant or the Association may unilaterally amend this Declaration without Owner vote if such amendment is necessary: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to satisfy the requirements of any local, State, or Federal governmental agency; or (c) to correct any scrivener's error. However, any such amendment occurring after the Period of Declarant Control shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

ARTICLE XVI SPECIAL DECLARANT RIGHTS

16.1 **Improvements.** Declarant hereby reserves the right, without obligation, to construct:

- (a) Any improvements shown on the Plat or included in the Project;
- (b) Any other buildings, structures, or improvements that Declarant desires to construct in the Project, or any other real estate owned by Declarant, regardless of whether the same ever become part of the Project.

16.2 **Declarant Control Rights.** During the Period of Declarant Control, the Declarant shall have the following rights:
Board.

- (a) The right to appoint or remove members of the Board, or act as the Board.
- (b) The right to exert any right allowed to the Board or the Association pursuant to the Act and this Declaration.
- (c) The right to make and adopt Association Rules.

(d) The right to set all assessments for the Association including annual, special, and individual assessments.

(e) The right to set all fines and fees for the Association including but not limited to collection fees, reinvestment fee, architectural review fees, and fines for violations of Association Rules.

(f) Pursuant to Utah Code § 57-8-7.5(10), Utah Code § 57-8-7.5(2) through (9), shall not apply or have any effect during the Period of Declarant Control, and the Declarant shall have no duty whatsoever to obtain a reserve analysis, or to fund any reserve fund during the Period of Declarant Control.

(g) The right to deny any matter or action voted upon by the Owners. Any Owner action during the Period of Declarant Control shall not become effective unless the matter or action is approved in writing by the Declarant.

16.3 Special Declarant Rights. Special Declarant Rights are those rights reserved for the benefit of the Declarant in this Declaration and the Governing Documents and shall include, among others, and regardless of anything in the Declaration to the contrary, the following rights which shall remain in effect for the maximum period allowed by law, which may exceed the Period of Declarant Control:

(a) The right to maintain sales offices, model Units, and signs advertising the Project or any Unit at any location in the Project until all of Declarant's Units in the Project are sold to third parties.

(b) The right to use easements throughout the Common Areas and the Project as set forth in this Declaration, until all of Declarant's Units in the Project are sold to third parties.

(c) The right to create or designate additional Common Area or Limited Common Area within the Project.

(d) Nothing contained in this Declaration shall be deemed to affect or limit in any way whatsoever the right of the Declarant, its successors or assigns, to sell or to change the location, design, method of construction, grade, elevation, or any other part or feature of a Unit prior to the contracting for the conveyance of the Unit to a purchaser.

(e) Until such time as the earlier of the following events occur: (a) seven (7) years after the Declaration is recorded, or (b) such time as Declarant chooses, neither the Association nor the Board shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas created or constructed by Declarant, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Areas as originally constructed or created by Declarant.

(f) So long as Declarant owns one or more Units in the Project, any

amendments to the Declaration and Bylaws shall require the consent of the Declarant.

(g) Unless expressly and specifically bound by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents.

16.4 Exercising Special Declarant Rights. Declarant may exercise its Special Declarant Rights until the expiration of the earlier of the maximum period allowed by law, or the maximum period set forth in this Declaration. The Declarant may execute and record a written waiver of its Special Declarant Rights, which rights may be waived in whole or in part. Declarant may exercise its Special Declarant Rights in any order, and no assurance is given as to the order in which Declarant will exercise them. If Declarant exercises any Special Declarant Right with respect to any portion of the Project, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Project. Notwithstanding anything to the contrary contained in this Declaration, Declarant may exercise any Special Declarant Right described in this Article and any other right reserved to the Declarant in this Declaration, without the consent of the Association or any of the Owners.

16.5 Interference with Special Declarant Rights. Neither the Association nor any Owner may take any action or adopt any Rule that interferes with or diminishes any Special Declarant right contained in this Declaration without Declarant's prior written consent. Any action taken in violation of this Section shall be null and void and have no force or effect.

16.6 Transfer of Declarant Rights. The Declarant may transfer, convey, or assign its rights created or reserved under this Declaration to any Person in whole or in part. The Declarant's successor shall enjoy any and all Declarant rights set forth in the Declaration regardless of whether such rights are stated to be transferable. All references in the Governing Documents to Declarant shall equally apply to its successor. A contract transferring a Declarant's rights may, but shall not be required to, be recorded in the office of the Salt Lake County Recorder.

16.7 Easements Reserved to Declarant.

(a) The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Public Utility Easement," or otherwise designated as an easement area over any road or Common Area on the Project, and over those strips of land running along the front, rear, side and other lot lines of each building or Unit shown on the Plat.

(b) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Project and the Units therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Unit, or in the area or on the area in which the same is located.

(c) The reservation to the Declarant and its successors and assigns, of a non-

exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of utility services, and related services and facilities.

(d) The Declarant reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way, or easements, including easements in the areas designated as “open space” and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any building or Unit in the Project except as set forth in this Declaration, or as shown on the Plat, without the prior written approval of the Declarant.

16.11 No Modification of Declarant Rights. The Declarant Rights and Easements in this Declaration or other Governing Documents, and specifically in this Article, shall not be substantively or procedurally altered, amended, or removed without the written consent of the Declarant until at least six (6) years have passed after the Period of Declarant Control has ended, at which time the Declarant's approval shall no longer be required. Any document or amendment attempted without obtaining proper consent shall be void *ab initio* to the extent it attempts to alter the rights of the Declarant or any provision of this Article without the consent of the Declarant.

ARTICLE XVII DISPUTE RESOLUTION

17.1. Alternative Dispute Resolution Without Litigation.

(a) Bound Parties. The Declarant; the Association; the Owners; the officers, directors, managers, members, employees, representatives, agents, successors and assigns of any of the foregoing; any other person subject to this Declaration; and any other person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, “Bound Parties”), agree that it is in the best interest of all Bound Parties to encourage the amicable resolution of Claims without the emotional and financial costs of litigation or the toll or market taint such litigation can have on the value of the Project and/or the Units that may be involved or impacted. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 17.2 in a good faith effort to resolve such Claim.

(b) Claims. As used in this Article, the term “Claim” means any claim, grievance, or dispute arising out of or relating to:

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; or

(iii) the design or construction of improvements on the Project, other than matters of aesthetic judgment to be determined by the Declarant or Association under Section 9.18 hereof, which shall not be subject to review and shall not be subject to this Article.

(c) Exclusion from Definition of Claims. The following shall not be considered “Claims” unless all Parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 17.2:

(i) any suit by the Association to collect assessments or other amounts due from any Owner;

(ii) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration (relating to Architectural Control);

(iii) any suit that does not include the Declarant, any affiliate of the Declarant, or the Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Governing Documents;

(iv) any dispute that affects the material rights or obligations of a party who is not a Bound Party and has not agreed to submit to the procedures set forth in Section 17.2;

(v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 17.2(a), unless the party or parties against whom the Claim is made agree to toll, or extend, the Claim's statute of limitations to comply with this Article;

(vi) any suit or dispute between the Declarant or an affiliate of Declarant and a builder, developer, contractor(s), subcontractor(s), or any other party contracted by the Declarant or an affiliate of the Declarant in connection with the development of the Project; and

(vii) any suit or dispute involving a governmental entity as a party.

17.2. Dispute Resolution Procedures.

(a) Notice. The Bound Party asserting a Claim (“Claimant”) against another Bound Party (“Respondent”) shall give written notice (“Notice”) by mail or personal delivery to each Respondent and to the Board, stating plainly and concisely:

(i) the nature of the Claim, including the persons involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution or remedy;

(iv) that the person alleged to be responsible for the acts giving rise to the Claim shall have six (6) months to cure or resolve the Claim; and

(v) the Claimant's desire to meet with the Respondent to discuss, in good faith, ways to resolve the Claim.

(b) Right to Cure. For any Claim arising from a dispute over the construction of improvements within the Project, the Claimant shall provide Respondent six (6) months to rectify alter, or fix the claimed defect(s) in the improvements. The expiration of this six-month cure period shall be a prerequisite to Claimant's ability to initiate litigation as permitted under Section 17.3 below. For all Claims involving alleged defects in construction, the negotiation, mediation, and settlement requirements shall remain in effect during the cure period, however, the mediation deadline set forth in subsection (d) below shall be extended to expire on the same date the cure period expires.

(c) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(d) Mediation. If the parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other agreed upon period), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an individual or entity designated by the Association (if the Association is not a party to the Claim) or to an independent mediator providing dispute resolution services predominately in Utah. Each Bound Party shall present the mediator with a written summary of the Claim or will otherwise comply with the mediator's proscribed procedures and requirements for mediating claims.

(i) Waiver of Claim for Failure to Appear or Participate. If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

(ii) Termination of Mediation Proceedings. If the parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

(iii) Costs of Mediation. Each Bound Party shall bear its own costs of the mediation, including attorney fees, and each Party shall pay an equal share of the mediator's fees.

(e) Settlement. Any Claim settlement through negotiation or mediation shall be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate such proceedings as are necessary to enforce such agreement without the need to comply again with the procedures set forth in this Article. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorney fees and court costs.

17.3. Initiation of Litigation by Association. The requirements of this Section are intended to be in addition to those requirements set forth in § 57-8-58 of the Act. After expiration of the Period of Declarant Control the Association may not bring a legal action against a Declarant, a Board of Directors, an employee, an independent contractor, an agent of the Declarant, or the previous Board of Directors related to the Period of Declarant Control unless:

(a) The Right to Cure period set forth in Section 17.2(b) above has expired;

(b) the legal action is approved in advance at a meeting by Owners holding at least 51% of the total Allocated Interests in the Association:

(i) Owners may be represented by a proxy specifically assigned for the purpose of voting to approve or deny the proposed legal action at the meeting. Any such proxy shall not be valid unless the proxy is notarized with each Owner certifying that they have received and reviewed the information required by Section 17.4(a) and (b) below.

(c) the Association provides each Owner with the items described in Section 17.4(a) and (b), below;

(d) the association establishes a trust account, described in Section 17.4(c) below; and

(e) the Association first goes through the procedures described in Section 17.2 above, giving notice and an opportunity to resolve the dispute that is the basis of the Claim and proposed legal action.

(f) The procedures and approval required in the preceding subsections (a) through (e) shall not be required for actions or proceedings:

(i) initiated by Declarant during the Period of Declarant Control on behalf of the Association;

(ii) initiated to enforce the provisions of this Declaration, including collection of assessments and foreclosure of liens;

(iii) initiated to challenge ad valorem taxation or condemnation proceedings (including bringing an action for inverse condemnation);

(iv) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(v) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it.

This Section shall not be amended without the written consent of the Declarant for a period of 10 years following the expiration of the Period of Declarant Control. Any such amendment shall also be approved by a vote of 67% of the total votes of the Association.

17.4. **Informed Vote.** Before the Owners, as members of the Association may vote to approve any claim of legal action as contemplated in this Article, the Association shall first provide each Owner with:

(a) A written notice stating:

(i) that the Association is contemplating legal action;

(ii) the percentage vote required for approval of the litigation;

(iii) the date, time, and location of any Owner meeting that has been scheduled to discuss the litigation or to vote on the approval of the litigation;

(iv) a description of the claims that the Association desires to pursue in sufficient detail to permit each Owner to reach an informed decision on the litigation matter; and

(b) A written report from an attorney licensed to practice in Utah, which provides an assessment of:

(i) The likelihood that the legal action will succeed;

(ii) The likely amount in controversy in the legal action;

(iii) The likely cost of resolving the legal action to the Association's satisfaction; and

(iv) The likely effect the stigma of a legal action will have on value or on an Owner's ability to market for sale, or a prospective Unit buyer's ability to obtain financing for a Unit due to a pending legal action.

(v) In providing this report, the attorney shall obtain and rely on reports and assessments from experts in their field such as construction, real property, sales, or

any other relevant factor in the contemplated litigation.

(c) Before the Association commences any legal action as authorized above, the Association shall:

(i) allocate an amount equal to 10% of the cost estimated to resolve the legal action not including attorney fees; and

(ii) place the 10% allocated funds in a trust account that the Association may only use to pay the costs to resolve the legal action.

Sections 17.3 and 17.4 do not apply to an Association that brings a legal action that has an amount in controversy of less than \$25,000.00.

17.5. Strict Compliance Required. Any post-turnover litigation involving the Bound Parties shall strictly comply with each of the provisions in this Article. The Bound Parties hereby covenant, stipulate, and agree that in the event the Bound Parties fail to satisfy the prerequisites set forth herein, the non-compliant Party will indemnify, defend, hold harmless, and exculpate the other Bound Party to the fullest extent permissible by law, and the non-breaching Bound Party shall be entitled to recover any and all attorney fees and costs expended as a result of enforcing this Article, which fees and costs may include, without limitation, pre-litigation attorney fees, costs incurred in connection with investigation of potential claims, including expert and consultant fees, testing fees, contractor fees, and insurance deductibles. If any claims or actions falling within the scope of this Article are filed without satisfying all of the requirements set forth above, such claims or actions shall be dismissed without prejudice and shall not be re-filed unless and until all such requirements have been satisfied.

17.6. Owner Warranties. The Declarant may provide certain warranties to the Owners related to a Unit purchased. The first Owner of a Unit to whom any warranty is issued, or with whom a legal warranty arises, and only that Owner, shall have the right to directly enforce and seek performance from the Declarant of any terms of the warranty, and only consistent with the warranty itself. The Association shall have no right to seek the performance of or take assignment of any rights in any warranties against the Declarant, and the Owner shall have no right to assign any rights of any kind to the Association related to pursuing litigation against the Declarant.

17.7. Unless specifically set forth in this Declaration, no action may be brought by the Association, its Board of Directors, or its Officers on behalf of an Owner, as its respective interest may appear, with respect to any cause of action relating to the Common Areas and facilities.

17.8. ALL PARTIES HEREBY AGREE TO RESOLVE ANY CLAIM ACCORDING TO THE PROVISIONS OF THIS ARTICLE AND SUCH PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO PURSUE THE CLAIM IN ANY MANNER OTHER THAN AS PROVIDED IN THIS ARTICLE.

17.9. The dispute resolution restrictions contained in this Article shall not be amended, altered, or eliminated from the Declaration without the written consent of the Declarant for a period of 10 years after the expiration of the Period of Declarant Control.

ARTICLE XVIII GENERAL PROVISIONS

18.1 **Enforcement.** The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all Restrictions and other provisions now or hereafter imposed by this Declaration, or any amendments thereto, including the right to prevent the violation of any such Restrictions, and the right to recover damages and other sums for such violation. The Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Bylaws and the Rules and any respective amendments thereto.

18.2 **No Waiver.** Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in the Bylaws or the Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

18.3 **Cumulative Remedies.** All rights, options and remedies of the Association, the Owners or the Lenders under this Declaration are cumulative, and no one of them shall be exclusive of any other, and the Association, the Owners and the Lenders shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief that may be provided by law, whether or not stated in this Declaration.

18.4 **Severability.** Invalidation of any one or a portion of the Restrictions or provisions set forth in this Declaration by judgment or court order shall in no way affect any other Restrictions or provisions contained herein, which shall remain in full force and effect.

18.5 **Covenants to Run with the Land.** The Restrictions and other provisions of this Declaration shall run with and bind the Project as equitable servitudes and also as covenants running with the land and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, and successors. By acquiring any interest in a Unit, or in a Limited Common Area, or in the Common Area, such Owner consents to, and agrees to be bound by, each and every provision of this Declaration.

18.6 **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential condominium community and for the maintenance of the Project. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. References in this Declaration to Articles and Section numbers, unless otherwise expressly provided, are to the Articles and Sections of this Declaration.

18.7 **Gender and Number.** Whenever the context of this Declaration requires, the

singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

18.8 Nuisance. The result of every act or omission whereby any provision or Restriction contained in this Declaration or any provision contained in the Bylaws or the Rules is violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity against a nuisance, either public or private, shall be applicable with respect to the abatement thereof and may be exercised by the Association or any Owner. Such remedy shall be deemed cumulative to all other remedies set forth in this Declaration and shall not be deemed exclusive.

18.9 Attorney Fees. If the Association obtains legal counsel to enforce any of the provisions contained in this Declaration or other Governing Documents, the Association may assess all reasonable attorney fees, fines, and costs associated with such legal counsel to the party against whom enforcement is sought as an Individual Assessment, regardless of whether a lawsuit is initiated. The term "costs" as used in this Section shall include all costs including but not limited to copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. "Costs" is specifically defined in this Section to be broader and to include costs that are not included in costs as the term is used in the Utah Rules of Civil Procedure.

18.10 Notices. Any notice required or permitted to be given to any Owner according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, texted, or mailed via USPS to the Person who appears as an Owner in the records of the Association at the time notice is sent. Email shall be the primary means for delivering notice, and it is the responsibility of each Owner to provide an accurate email address to the Association for notice purposes. If no email, phone number, or mailing address has been provided, the physical address of the Unit owned by said Owner shall be used for notice purposes. The use of the term "written notice" in this Declaration or other Governing Document shall include notices sent via email, text, facsimile, or other electronic communication; or notices printed on paper and sent by hand-delivery, regular mail, or otherwise physically received by an Owner.

Unless a Unit Owner notifies the Association in writing that they desire to receive notices via USPS mail, each Owner shall provide to the Board, or the Association's Manager, an email address that the Association may use to affect notice as described herein, along with a telephone number that can receive texts. Any notice sent via email or text shall be deemed to be delivered once the notice has been sent to the email address or phone number on file with the Association. Any notice sent by mail shall be deemed delivered when deposited in the United States mail. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners. The declaration of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been sent to any Owner or Owners, in any manner that this Section allows, shall be deemed conclusive proof of such delivery.

Notice to the Association shall be delivered by registered or certified United States mail

postage prepaid, addressed to the office of the Manager of the Association (if any); or if there is no Manager, the Registered Agent with the Utah Department of Commerce (if any); or if there is none, to the President of the Association. The Association shall have the right to designate an email or USPS mailing address for receipt of notices hereunder by Rule.

18.11 Effect of Declaration. This Declaration is made for the purposes set forth in the recitals in this Declaration and the Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations and the like applicable thereto. The Association shall have no liability whatsoever if any of the provisions of this Declaration, the Bylaws, or the Rules are determined to be unenforceable in whole or in part or under certain circumstances.

18.12 Changes to Plat or Boundaries of the Association. The Association may adopt an amended Plat, supplemental Plat, correction to the Plat, or boundary agreement related to any boundary in or around the Association, including any boundary to any Unit or Units upon the approval of the number of Owners required to amend this Declaration. During the Period of Declarant Control, the Declarant may unilaterally make any amendments or changes to any Plat. All changes to the Plat during the Period of Declarant Control shall be approved in advance and in writing by the Declarant. Failure to do so shall make any amended Plat invalid and void.

18.13 Use of Funds Collected by the Association. All funds collected by the Association, including Assessments and contributions to the Association paid by the Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for nonprofit purposes of the Association in managing, maintaining, caring for, and preserving the Common Area and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association managing, maintaining, caring for and preserving the Common Area and other than as a result of expenditures made for other permitted purposes as set forth in this Declaration).

18.14 Consent in Lieu of Vote. In any case in which this Declaration requires authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast the required percentage of membership votes. The Association may also use any other method allowed under Utah law and the Utah Revised Nonprofit Corporation Act for voting or consent purposes.

18.15 Owner Liability and Indemnification. Each Owner shall be liable to the remaining Owners and to the Association for any damage to the Common Area that may be sustained by reason of the negligence of that Owner or such Owner's family members, tenants, guests, or invitees. Each Owner, by acceptance of a deed for a Unit, agrees personally and for family members, tenants, guests and invitees to indemnify each and every other Owner, and to hold such other Owners harmless from, and to defend such Owners against, any claim of any person for personal injury or property damage occurring within the Unit of that particular Owner, including Limited Common Area, if any, except to the extent

that: (a) such injury or damage is covered by liability insurance in favor of the Association or any other Owner, or (b) the injury or damage occurred by reason of the willful or negligent act or omission of the Association or other Owner or other Person temporarily visiting such Unit.

18.16 Conflicting Provisions. In the case of any conflict between this Declaration and the Bylaws, or the Rules, this Declaration shall control. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow this Declaration to contain provisions contrary to the Act, the Act shall control and this Declaration shall be deemed modified accordingly. Notwithstanding the above, this Declaration shall be deemed modified only to the extent necessary to come into compliance with the Act.

18.17 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease or other conveyance of an interest in Unit, each Owner or Occupant of such Owner's Unit consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process and record necessary and appropriate documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and the Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on such Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

18.18 Fair Housing Accommodations. Notwithstanding anything to the contrary in this Declaration, the Association, upon receipt of a written opinion from its counsel that such action is required, may make or permit reasonable accommodations or modifications to the Project that are otherwise prohibited by the Governing Documents, as required under State or Federal Fair Housing Acts to accommodate a Person with a disability (as defined by State or Federal law at the time the accommodation is requested). Reasonable accommodations or modifications may include modifications to a Unit, the Common Area facilities and buildings, or deviations from provision of the Governing Documents. Any such modification and accommodation made under this Section shall not act as a waiver of the provisions of the Governing Documents with regard to any other Person or Owner.

18.19 Security. The Association shall in no way be considered an insurer or guarantor of security within or relating to the Project, including any Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. Owner or Occupant agree by purchasing a Unit in this Association that Association and the Declarant, are not insurers of the safety or well-being of Owners or Occupants or of their personal property, and that each Owner or Occupant assumes all risks for loss or damage to persons, the Units, the Common Area, and to the contents of improvements located thereon to the extent not insured by the Association as required by this Declaration. EACH OWNER AND OCCUPANT UNDERSTANDS AND

ACKNOWLEDGES THAT THE ASSOCIATION AND THE DECLARANT HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SECURITY OF THE PROJECT.

18.20 **Effective Date.** This Declaration, and any amendment or supplement hereto, shall take effect upon its being filed for record in the office of the Salt Lake County Recorder.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Declarant has executed and adopted this Declaration on the date below.

DATED this ____ day of _____, 2022.

DECLARANT

ROW 1700, LLC

A Utah limited liability company

By: _____

Name:

Its:

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me _____ who by me being duly sworn, did say that she/he is an authorized representative of Row 1700, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public _____

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land being all of six entire tracts described in that Warranty Deed, recorded as Entry #13798184 Tax ID No 15-13-326-006, 15-13-326-015, 15-13-326-037, 15-13-326-038, 15-13-326-041, & 15-13-326-010, in the Office of the Salt Lake County Recorder, Said parcel of land is located in the Southwest quarter of Section 13, Township 1 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point that lies S 89°58'48" E 33.00 feet and S 00°07'26" W and 11.28 feet from the Northwest corner of Lot 12, Block 8, 5 Acre Plat "A", Big Field Survey; and running thence N 89°59'39" E 232.40 feet to a point (Which lies N 89°58'48" W 498.95 feet and S 00°09'04" W 11.17 feet from the Northeast corner of Said Lot 12); thence S 00°04'09" W 238.83 feet; thence N 89°58'48" W 232.29 feet; thence N 00°07'26" W 238.73 feet to the Point of Beginning.

The above described parcel of land contains 55,479 sq. ft. in area or 1.27 acres more or less. (Containing six lots, to be subdivided into 47 individual lots)

(Basis of Bearing is derived from found Street Monuments in 1700 South Street, N 89°59'06" E 792.26 feet (Rec), as per the official Block 8, 5-Acre Plat "A" previous recorded surveys have been utilized to determine the placement of this parcel and these correlate with the monuments and other found evidence and have been used to prepare this Plat Map)

EXHIBIT B
ALLOCATED INTEREST IN COMMON AREAS

Upon the recording of this Declaration, the Project consists of 47 Units.

Each Unit shall have an equal Allocated Interest equivalent to a 1/47th fractional amount.

EXHIBIT C
BYLAWS

ARTICLES OF INCORPORATION OF SUR17 CONDOMINIUM ASSOCIATION

A Utah Non-Profit Corporation
(Pursuant to the provisions of Utah Code § 16-6a-202)

I, the undersigned natural person, being of the age of eighteen years or more, acting as incorporator under the Utah Revised Non-Profit Corporation Act, Utah Code § 16-6a-101 *et seq.* (“Nonprofit Act”), adopt the following Articles of Incorporation for such Corporation.

ARTICLE I NAME

The name of this Corporation is SUR17 Condominium Association (“Corporation”).

ARTICLE II DURATION

The duration of this Corporation shall be perpetual.

ARTICLE III PURPOSE

The Corporation is organized exclusively for non-profit purposes, and the specific purposes for which the Corporation is organized are to provide for the ownership, construction, maintenance, preservation, and architectural control of the common areas within the condominium project known as SUR17; collect and disburse the assessments and charges provided for in the Declaration and Bylaws; administer, enforce, and carry out the terms, covenants, and restrictions of the Declaration and the provisions of the Bylaws; have and to exercise any and all powers, rights, and privileges which a corporation organized under the Nonprofit Act may now or hereafter have or exercise; and generally provide for and promote the health, safety, and welfare of the Corporation’s Members.

ARTICLE IV MEMBERS & VOTING

The Corporation shall have Members. The Corporation will not issue shares evidencing membership. All Lot Owners in the Project shall be members of the Corporation. The terms and conditions of membership and voting will be set forth in the recorded Declaration and Bylaws of the Corporation.

ARTICLE V DIRECTORS

The affairs of the Corporation shall be managed and governed by a Board of Directors. Pursuant to Utah Code § 16-6a-801(2)(b), Row 1700, LLC (the “Declarant”) is hereby authorized to exercise all of the powers, and perform all the duties of the Board of Directors during the Period of Declarant Control set forth in the Declaration. In lieu of acting as the Board of Directors, the Declarant, in its sole discretion, may also appoint and remove individual Directors and officers of the Corporation during the Period of Declarant Control. Declarant may

voluntarily surrender its right to appoint and remove Directors and officers prior to the expiration of the Period of Declarant Control, but, in that event, Declarant may require, for the remainder of the Period of Declarant Control, that specific actions of the Corporation or Board, as described in an instrument executed by Declarant, be approved by Declarant before they become effective. Following the Period of Declarant Control, the Board of Directors shall be elected by the Members as more particularly set forth in the Bylaws.

Each Director shall hold office until his/her successor has been duly appointed/elected and qualified, or until a Director is removed or resigns as provided in the Bylaws. The Board of Directors shall exercise such powers as are provided by these Articles of Incorporation, the Bylaws, the Declaration, and applicable laws of the State of Utah. The Board of Directors shall exercise all powers on behalf of the Corporation, except for those powers specifically reserved for the vote of the Members.

ARTICLE VI OFFICERS

The Board of Directors is authorized to elect and appoint officers and agents of the Corporation as shall be necessary and appropriate. Such officers and agents shall hold office until their successors are duly elected or appointed and qualified, or until they are removed or they resign. All officers and agents of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the affairs of the Corporation as may be provided in these Articles of Incorporation, the Bylaws, the Declaration, or as may be determined by resolution of the Board of Directors, so long as such resolution is not inconsistent with these Articles of Incorporation, the Bylaws, or the Declaration.

ARTICLE VII CORPORATION POWERS

The Corporation shall have such powers and authority as are provided by the Nonprofit Act and other applicable laws and acts. Specifically, the Corporation shall have power and authority to sue or be sued and defend the Corporation's name; maintain a corporate seal; receive gifts, devises, or bequests for personal and real property; to purchase or lease personal or real property and to otherwise acquire, hold, improve, use, and possess the same; to convey, mortgage, pledge, lease, exchange, transfer, bargain, or otherwise dispose of any or all of its property and assets; to secure and acquire loans in the name of the Corporation; to conduct its normal and ordinary affairs, transact business, and carry on operations with such offices as are necessary; to elect Directors to the Board, and to appoint officers and agents of the Corporation and to define their duties, by bylaw or otherwise; to indemnify any Director, officer, or agent of the Corporation for expenses actually and necessarily incurred in furthering the activities and operations of the Corporation or in defense of any litigation or action in which any said Director, officer, or agent is made a party; and to exercise all other powers necessary and reasonably convenient to effect any and all of the purposes for which the Corporation is now authorized or hereafter may be authorized by the laws of the United States and the State of Utah.

ARTICLE VIII

LIMITATIONS ON DISPOSITION OF EARNINGS AND ASSETS

The Corporation's objectives are not for pecuniary profit and no part of the net earnings of the Corporation, if any, shall inure to the benefit of any Director, officer, or Member of the Corporation or any other individual, and no Director, officer, or Member of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution or liquidation of the Corporation. Notwithstanding any other provision of these Articles of Incorporation to the contrary, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income taxes under Section 501(c) of the Internal Revenue Code.

ARTICLE IX BYLAWS

Provisions for managing the business and regulating the affairs of the Corporation shall be set forth in the Corporation's adopted Bylaws and/or Declaration recorded in the office of the Salt Lake County Recorder. The Bylaws and Declaration may be amended from time to time pursuant to the terms therein.

ARTICLE X DISSOLUTION

The Corporation may be dissolved only upon the termination of the Declaration in accordance with the terms thereof and with the assent given in writing and signed by Members holding not less than ninety percent (90%) of the voting interests of the Corporation. Upon dissolution, the assets of the Association shall be divided among all the Members as provided in the Declaration or otherwise required by law.

ARTICLE XI LIABILITY

The Board, Directors, officers, employees, and Members of this Corporation shall not be liable, either jointly or severally, for any obligation, indebtedness, or charge against the Corporation to the maximum extent allowed by and consistent with the terms of the Nonprofit Act, specifically § 16-6a-823. This provision shall apply to former Directors, officers, employees, and Members including, without limitation, those appointed by the Declarant during the Period of Declarant Control.

ARTICLE XII INDEMNITY OF DIRECTORS AND OFFICERS AND COMMITTEE MEMBERS

The Corporation shall indemnify any and all of its Directors and officers and committee members, or former Directors and officers and committee members against all expenses, claims, and losses to the maximum extent permitted by law, and shall advance expenses incurred by such Directors, officers, and committee members, as referenced in §16-16a-904 of the Nonprofit Act, as the same may be amended from time to time, to the maximum extent permitted by law. Such indemnification shall not be deemed exclusive of any or all other rights to which those indemnified may be entitled, under the Declaration or Bylaws, or other law, agreement, vote, or

otherwise. This provision shall apply to Directors, officers, and committee members both prior to, during, and after the Period of Declarant Control.

**ARTICLE XIII
INCORPORATOR**

The name and address of the Incorporator is:

**ARTICLE XIV
REGISTERED OFFICE AND AGENT**

The Corporation's Registered Agent and the address of the Corporation's registered office shall be:

FL Corporate Service
9980 S 300 W STE 200
Sandy, UT 84070

Such office may be changed at any time by the Board of Directors without amendment to these Articles of Incorporation.

**ARTICLE XV
PRINCIPAL ADDRESS**

The Corporation's principal address shall be:

1502 Freedom Blvd
Provo, UT 84604

**ARTICLE XVI
MISCELLANEOUS**

1. Amendment. During the Period of Declarant Control, these Articles may be amended by Declarant, in its sole discretion. No other amendment shall be valid or enforceable during the Period of Declarant Control unless the Declarant has given written consent to such amendment. Following the Period of Declarant Control, any amendment to these Articles must be authorized and approved by at least sixty-seven percent (67%) of the voting interests of the Corporation. Any amendment so authorized and approved shall be accomplished in conformity with the Nonprofit Act and other applicable laws.

2. Defined Terms. Capitalized terms used herein, shall have the same meaning and effect as defined and used in the Declaration and Bylaws of the Corporation.

3. Interpretation. The captions preceding the various portions of these Articles are for

convenience and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or unenforceability of any provision contained in these Articles shall not affect the validity or enforceability of the remainder hereof. These Articles have been prepared in conjunction with the Declaration and should be read in light of that fact and liberally so as to effect the purposes of both instruments. In the event of a conflict between the provisions of these Articles and the provisions of the Declaration, the provisions of the Declaration shall prevail.

**ARTICLE XVII
CERTIFICATION**

In Witness Whereof, _____ has executed these Articles of Incorporation on behalf of the Incorporator this ____ day of _____, 2022 and says:

That I am authorized by the Incorporator herein to execute these Articles, which I have read and know of the contents thereof, and that the same are true to the best of my knowledge and belief. Furthermore, these Articles of Incorporation have been duly approved by the Corporation.

ROW 1700, LLC
a Utah limited liability company

By: _____

**BYLAWS OF
SUR17
CONDOMINIUM ASSOCIATION**

These BYLAWS OF SUR 17 CONDOMINIUM ASSOCIATION are effective upon recording in the Salt Lake County Recorder's Office pursuant to the Utah Condominium Ownership Act and the Utah Revised Nonprofit Corporation Act (referred collectively herein as the "Acts").

RECITALS

A. The Association is organized for all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Declaration and Articles of Incorporation.

B. These Bylaws are adopted to complement the Declaration, to further define the rights of the Association and the Owners, to provide for the ability to effectively govern and operate the Association and the Project known as SUR17 and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

**ARTICLE I
DEFINITIONS**

1.1 Except as otherwise provided herein or as may be required by the context, all capitalized terms used herein shall have the same meaning and effect as used and defined in the Declaration of Condominium for SUR17.

**ARTICLE II
APPLICATION**

2.1 All present and future Owners, Mortgagees, Occupants, and their invitees and guests, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Declaration, and Rules. The mere acquisition or rental of any of the Units or the mere act of occupancy or use of any said Units or the Common Areas will signify that these Bylaws, the Declaration, and the Rules are accepted, ratified, and will be complied with by said persons.

**ARTICLE III
OWNERS**

3.1 **Annual Meetings.** The Annual Meeting of the Owners shall be held each year on a day and time established by the Board of Directors. The purposes of the Annual Meeting may include the election of Board Members, the distribution of financial reports and budget, a review of any revisions to the Rules, distributing the most recent reserve study, and to transact such

other business as may come before the meeting. If the election of Board Members cannot be held during the Annual Meeting, or at any adjournment thereof, the Board shall cause the election to be held either at a Special Meeting of the Owners to be convened as soon thereafter as may be convenient or at the next Annual Meeting. The Board may from time to time by resolution change the month, date, and time for the Annual Meeting. Annual Meetings shall not be required during the Period of Declarant Control, but the Declarant may hold Annual Meetings at its discretion.

3.2 **Special Meetings.** Special Meetings of the Owners may be called by a majority of the Board, the President, or upon the written request of Owners holding not less than forty percent (40%) of the voting interests of the Association. Any written request for a Special Meeting presented by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a Special Meeting within 45 days of receipt of the Owner request. Notwithstanding the foregoing, during the Period of Declarant Control, Special Meetings may only be called by the Declarant.

3.3 **Place of Meetings.** The Board may designate any place in Salt Lake County that is reasonably convenient for the Owners as the place of meeting for any Annual or Special Meeting. If no designation is made, or if a Special Meeting is otherwise called, the place of the meeting shall be held at the office of the Association or its Manager.

3.4 **Notice of Meetings.** The Board shall cause written or printed notice of the date, time, and place (and in the case of a Special Meeting, the purpose or purposes) for all Owner meetings. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than ten (10) days prior to the meeting. Such notice may be sent via email, text, hand-delivery, or regular mail. If sent by email or text, such notice shall be deemed delivered and effective on the date transmitted to the Owner's email address or telephone number registered with the Association. If mailed, such notice shall be deemed to be delivered and effective on the date deposited in the U.S. mail if addressed to the Owner's address registered with the Association. Each Owner shall register with the Association such Owner's current email address, phone number, and mailing address for purposes of notice hereunder. Such registered email, phone number, and mailing address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, an Owner's Residence shall be deemed to be the Owner's registered address and notice to the Residence address may be made by first-class mail or by posting the meeting notice on the front door. An Owner may opt out of receiving notices from the Association via email or text by giving written notice to the Board stating that the Owner will not accept notices by way of email or text.

3.5 **Qualified Voters.** An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she has fully paid his or her share of any Assessment (together with any interest and/or late fees) at least 48 hours prior to the commencement of the meeting and is not in violation of any provision of the Governing Documents.

3.6 **Record Date for Notice Purposes.** The Board may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The Persons appearing in the records of the Association on such record date as the Owners of record of Units in the Project shall be deemed to be the Owners of record entitled to notice of the Owner meeting.

3.7 **Quorum.** Any number of Owners present in person or by proxy at a meeting duly called and held in compliance with the requirements of these Bylaws, shall constitute a quorum for the transaction of business and adoption of decisions.

3.8 **Proxies.** At each Owner meeting, each Owner entitled to vote shall be entitled to vote in person or by proxy, provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been signed by the Owner or by the Owner's attorney. A proxy may be written on paper or received via email, facsimile, text, or any other electronic or physical means. A signature as required herein shall mean any indication that the document is from and consented to by the person who is purported to have sent it. If a Unit is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Unit or the Owner's attorney when duly authorized in writing. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument may allow the proxy to vote on any issue arising at any particular meeting or meetings, or may set forth the specific matters or issues upon which the proxy is authorized to act. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as Secretary of the meeting) before the meeting is called to order. The Secretary shall record all proxies in the meeting minutes.

3.9 **Votes.** With respect to each matter submitted to an Owner vote, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit of such Owner, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by Owners, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, or the Declaration. When a Unit is jointly owned, any Owner may exercise the vote for such Unit on behalf of all Co-Owners of the Unit. In the event of two (2) conflicting votes by Co-Owners of a Unit, no vote shall be counted for that Unit. In no event shall fractional or cumulative votes be exercised with respect to any Unit. Only those Owners whose accounts with the Association are not more than thirty (30) days delinquent shall be entitled to vote.

3.10 **Waiver of Irregularities.** All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board or of the Owners shall be deemed waived by those Members in attendance if no objection is made at the meeting. For those Members who are not in attendance at the meeting, the right to challenge

inaccuracies and irregularities in calls, notices, voting, and decisions shall be waived if no objection is made within thirty (30) days of the date of the meeting.

3.11 **Action Taken Without a Meeting.** Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners through ballot, written consent, or otherwise. The Association may also use any method permitted for actions without a meeting in accordance with the requirements of Utah Code § 16-6a-707 or § 16-6a-709 and any other applicable section of the Acts. Any action so approved shall have the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

3.12 **Minutes of Meetings.** The Secretary, or their designee, shall take minutes of all meetings of the Owners. The minutes shall include, at a minimum, (1) the identification of the Persons present in person and by proxy, (2) the meeting date, (3) the identification of any issue that is voted on or decided in the meeting, (4) the number of votes cast for and against any issue decided upon, and (5) the exact wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this Section does not invalidate any action taken at a meeting. Draft meeting minutes for each meeting of the Owners shall be available to requesting Owners within sixty (60) days of the meeting.

ARTICLE IV BOARD OF DIRECTORS

4.1 **Powers.** The Project and the business and affairs of the Association shall be governed and managed by the Board of Directors. The Board may exercise business judgment and all of the powers of the Association, whether derived from the Declaration, these Bylaws, the Articles, or the Acts, except such powers that the Declaration, these Bylaws, the Articles, and the Acts vest solely in the Owners.

4.2 **Number and Qualifications.** The Board of Directors shall be composed of either three (3) or five (5) persons, as determined by the active Board prior to elections. Board Members must be at least 18 years old and must be an Owner or the spouse of an Owner of a Unit in the Project. No two (2) Board Members may reside in the same Unit or be business partners if the business is related to their ownership of a single Unit. If an Owner is a corporation, partnership, limited liability company, or trust, then an officer, partner, member, manager, agent, trustee, or beneficiary of such Owner may be a Board Member. If a Board Member ceases to meet any required qualifications during the Board Member's term, such Person's membership on the Board shall automatically terminate. During the Period of Declarant Control, the Qualification requirements of these Bylaws shall not apply and the Declarant may exercise all powers of the Board as permitted by law.

4.3 **Election.** During the Period of Declarant Control, Board Members shall be appointed by Declarant. Following the Period of Declarant Control, the election of Board Members shall be made by the Owners. At such election, the Owners or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The Association may accept written ballots for Board Member election

voting purposes from those Members unable to attend a meeting in which an election is held. The persons receiving the largest number of votes shall be elected. The election of Board Members may be conducted through open voting or by secret ballot. Cumulative voting is not permitted. Ties in Owner voting shall be resolved by a vote of the current Board Members.

4.4 **Term of Office.** During the Period of Declarant Control, Board Member terms shall be determined exclusively by Declarant. Following the Period of Declarant Control, the Owners shall elect Board Members for two (2) year terms. The terms shall be staggered and overlap so that elections for Board Member positions are held each year at the Annual Meeting. Board Members may serve consecutive terms if elected.

4.5 **Regular Meetings.** The Board shall hold meetings at least quarterly or more often at the discretion of the Board. During the Period of Declarant Control, Board Meetings shall be held at the discretion of the Declarant so long as at least one Board Meeting is held each year and a Board Meeting is held each time the Association increases a fee or raises an Assessment.

4.6 **Special Meetings.** Special meetings of the Board may be called by the President or a majority of Board Members on at least two (2) business days' prior notice to each Board Member.

4.7 **Meeting Notice.** Notice of Board meeting date, time and location shall be given personally, by email, by text, or by telephone, at least two (2) business days' in advance of the meeting. By unanimous consent of the Board, Board meetings may be held without call or notice to the Board Members, but notice shall always be provided to those Owners who have requested notice of Board meetings.

4.8 **Quorum and Manner of Action.** A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided shall be the act of the Board. The Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

4.9 **Owner Attendance.** Any Owner may request notice of Board meetings by requesting such notice from a Board Member and providing a valid email address at which the Owner will receive notice. Owners who have requested notice of Board meetings shall be given notice along with the Board Members and shall be provided any call-in number or other means of attendance by electronic communication that is provided to Board Members. If Owners attend a Board meeting, the Board may select a specific period of time during the meeting and limit Owner comments to such time period. The Board in its sole discretion may set a reasonable length of time that each Owner may speak.

4.10 **Open Meetings.** Except as provided below in (a) through (f), following the Period of Declarant Control, Board meetings shall be open to Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:

- (a) Consult with legal counsel, or to obtain legal advice and discuss legal matters;
- (b) Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;
- (c) Discuss a labor or personnel matter;
- (d) Discuss a matter relating to the initial contract negotiations, including the review of bid or proposal;
- (e) Discuss a matter involving a Person, if the Board determines that public knowledge of the matter would violate the Person's privacy; or
- (f) Discuss a delinquent assessment.

During the Period of Declarant Control, Board meetings may be closed to Owners, unless the Board, in its sole discretion and without obligation, determines to open the meeting (or a portion thereof) to the Owners.

4.11 **Board Meetings Generally.** The Board may designate any place in Salt Lake County as the place of meeting for any regular or special Board meeting. The Board may allow attendance and participation at any Board meeting by telephone or any other electronic means that allows for Board Members to communicate orally in real time. Following the Period of Declarant Control, if a Board meeting is held by telephone, the Association shall provide the call-in information such that Owners may call-in to access the meeting.

4.12 **Board Action.** Notwithstanding noncompliance with any provision within this Article, Board action is binding and valid unless set aside by a court of law. A person challenging the validity of a Board action for failure to comply with this Article may not bring the challenge more than sixty (60) days after the Board has taken the action in dispute.

4.13 **Compensation.** No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore, so long as approved in advance by a majority of disinterested Board Members.

4.14 **Resignation and Removal.** A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Board Member who is appointed by the Declarant may only be removed by the Declarant. The Declarant may remove a Board Member it appoints at any time. A Board Member elected by the Owners after the Period of Declarant Control may be removed at any time, with or without cause, at a Special

Meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the entire voting interests of the Association. At such a meeting, the Owners shall vote for a new Board Member to fill the remaining term of the removed Board Member. Board Members may also be removed by a vote of a majority of the other active Board Members upon the occurrence of any of the following: failure to attend three (3) consecutive Board meetings, failure to remain current on Assessments, or a violation of the Governing Documents. If removal occurs based on the preceding sentence, then the remaining Board Members may appoint a replacement to serve the remaining term of the removed Board Member.

4.15 **Vacancies.** If vacancies occur during the Period of Declarant Control, the Declarant shall appoint a Board Member to fill the vacancy. Following the Period of Declarant Control, if vacancies occur for any reason (including death, resignation, or disqualification) except removal by the Owners, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board occurring by reason of removal of a Board Member by the Owners may be filled by election of the Owners at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor. Except by reason of death, resignation, disqualification, or removal, Board Members shall continue to serve until their successors are elected.

4.16 **Action Without a Meeting.** Board Members have the right to take any action in the absence of a meeting which they could take at a meeting if a majority of the Board Members consent to the action in writing. The term "in writing" shall specifically include email and text messaging. Additionally, the Board Members may also take action without a meeting if the Board complies with any applicable sections of the Nonprofit or Community Association Acts. Any action so approved shall have the same effect as though taken at a meeting of the Board.

4.17 **Waiver of Notice.** Before or at any meeting of the Board, any Board Member or Owner may waive notice of such meeting and such waiver shall be deemed the equivalent of proper notice. Attendance by a Board Member or Owner at any meeting thereof shall be a waiver of notice by that Board Member or Owner of the time, place, and purpose thereof.

4.18 **Adjournment.** The Board may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.19 **Meeting.** A Board meeting does not include a gathering of Board Members at which the Board does not conduct and vote on Association business.

ARTICLE V OFFICERS

5.1 **Officers.** The officers of the Association shall be a President, Secretary, Treasurer, and such other officers as may be appointed by the Board. Officers shall not be required during the Period of Declarant Control.

5.2 **Election. Tenure. and Qualifications.** The officers of the Association must be Board Members and shall be elected by the Board of Directors at the first Board meeting following each Annual Meeting of the Owners. Each officer shall hold such office until a successor has been elected and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office.

5.3 **Subordinate Officers.** The Board may appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

5.4 **Resignation and Removal.** Officers may resign at any time by delivering a written resignation to any Board Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board Members at any time, with or without cause.

5.5 **Vacancies.** If a vacancy occurs in an office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by majority vote of the Board at any regular or special Board meeting.

5.6 **President.** The President shall be the chief executive of the Association. The President shall preside at meetings of the Board of Directors and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board.

5.7 **Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board may require. The Secretary shall also act in the place of the President in the event of the President's absence or inability or refusal to act. The duties of the Secretary may be delegated to the Manager.

5.8 **Treasurer.** The Treasurer shall have the custody and control of the funds and financial accounts of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board. The Treasurer shall perform such other duties as required by the Board. The duties of the Treasurer may be delegated to the Manager.

5.9 **Compensation.** No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for

expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

ARTICLE VI COMMITTEES

6.1 **Designation of Committees.** The Board may designate committees as it deems appropriate in carrying out its duties, responsibilities, functions, and powers. No member of such committee shall receive compensation for services rendered to the Association as a member of the committee; provided, however, that the committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board. A committee shall not have powers, duties, or responsibilities beyond those specifically assigned by the Board in a written resolution. The Board may terminate a committee at any time.

6.2 **Proceeding of Committees.** Each committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

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

6.4 **Resignation and Removal.** A committee member may resign at any time by delivering a written resignation to a Board Member or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any committee member.

6.5 **Vacancies.** If a vacancy occurs in a committee for any reason, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

ARTICLE VII INDEMNIFICATION

7.1 **Indemnification.** No Board Member, officer, or committee member shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct said Board Member, officer, or committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board Member, officer, or committee member of the Association, as well as such person's heirs and administrators, from and against

any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Board Member, officer, or committee member of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member, officer, or committee member and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, committee members, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

7.2 **Other Indemnification.** The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be entitled under the Acts or under any agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent that all Board Members, officers, and committee members be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer, committee member, or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

7.3 **Insurance.** The Board, in its discretion, may direct that the Association purchase and maintain Directors and Officers insurance on behalf of any person who is or was a Board Member, officer, committee member, Manager or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, committee member, Manager, employee, or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article.

7.4 **Settlement by Association.** The right of any person to be indemnified shall be subject always to the right of the Association through the Board, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VIII RULES AND REGULATIONS

8.1 **Rules.** The Board shall have the authority to adopt and establish Association Rules as it deems necessary for the maintenance, operation, management, and control of the Project. The Board may from time to time, by resolution, alter, amend, and repeal such Rules and use their best efforts to see that they are strictly observed by all Owners and residents. Owners are responsible to ensure that their lessees, invitees, and guests strictly observe the Rules then in effect as well as the covenants and restrictions of the Declaration and shall be jointly and severally liable for their violations and resulting fines. Copies of all Rules adopted by the Board shall be sent to all Owners at least ten (10) days prior to the effective date thereof.

ARTICLE IX AMENDMENTS

9.1 **Amendments by Declarant.** So long as the Declarant owns one or more Units in the Project or any Additional Land, the Declarant acting alone may amend the Bylaws for any reason, without Owner approval. Declarant's unilateral amendment right as designated herein may continue past the expiration of the Period of Declarant Control. No other amendment shall be valid or enforceable during the period Declarant owns at least one Unit or any Additional Land unless the Declarant has given written consent to such amendment. Any amendment during the period Declarant owns at least one Unit or any Additional Land shall be executed by Declarant on behalf of the Association and shall become effective upon recordation in the office of the Salt Lake County Recorder.

9.2 **Amendments by Association.** After Declarant has sold all of the Units and Additional Land to third parties, the Bylaws may be amended by the Owners upon the affirmative vote of more than sixty-seven percent (67%) of the voting interest of the Association. Any amendment(s) shall be effective upon recordation in the office of the Salt Lake County Recorder. In such instrument the President shall execute the amendment and certify that the *vote* required by this Section has occurred. If a Unit is owned by more than one Owner, the *vote* of any one Owner shall be sufficient to constitute approval for that Unit under this Section. If a Unit is owned by an entity or trust, the *vote* of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Unit under this Section. No acknowledgment of any Owner signature shall be required. No amendment shall restrict, limit, or impair any Declarant rights without the express written consent of the Declarant.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

10.2 **Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural

shall include the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

10.3 **Conflicts**. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Declarant has executed and adopted these Bylaws on behalf of the Association.

DATED this ____ day of _____. 2022.

DECLARANT

ROW 1700, LLC

A Utah limited liability company

By: _____

Name:

Its:

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me _____ who by me being duly sworn, did say that she/he is an authorized representative of Row 1700, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public _____

ATTACHMENT B: Original Staff Report

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Staff Report

PLANNING DIVISION

DEPARTMENT *of* COMMUNITY *and* NEIGHBORHOODS

To: Salt Lake City Planning Commission
From: Aaron Barlow, Principal Planner, aaron.barlow@slcgov.com, 801-535-6182
Date: May 11, 2022
Re: PLNPCM2021-01241 – The Row at Ballpark – 367 W 1700 S

Planned Development

PROPERTY ADDRESS: Approximately 367 W 1700 S

PARCEL ID: 15-133-260-1000

MASTER PLAN: [Central Community](#)

ZONING DISTRICT: [CG General Commercial](#)

REQUEST:

Jarod Hall of Di'velept Design, representing the property owner, has requested Planned Development approval to construct a rowhouse-style multi-family development at approximately 367 West 1700 South. The applicant is requesting Planned Development approval to allow the construction of four (4) buildings that would not front the street (1700 South).

RECOMMENDATION:

Based on the information and findings listed in the staff report, it is the Planning Staff's opinion that the request generally meets the applicable standards for Planned Development approval and therefore recommends the Planning Commission approve the request as proposed by the applicant.

ATTACHMENTS:

- A. [Vicinity Map](#)
- B. [Submitted Materials](#)
- C. [Property and Vicinity Photos](#)
- D. [CG Zoning Standards](#)
- E. [Planned Development Standards](#)
- F. [Public Process & Comments](#)
- G. [Department Review Comments](#)

PROJECT DESCRIPTION



Quick Facts

Height: 42 feet
(3 stories + rooftop deck)
Number of Residential Units: 47
Unit types: 1 & 2 bedroom
Property size: 1.27 acres
Exterior Materials: Glass, brick veneer, stucco, faux wood siding
Parking: 126 stalls
Review Process & Standards: Planned Development, CG zoning standards, and general zoning standards.

The proposed *Row at Ballpark* is a rowhouse-style multi-family development located at approximately 367 W 1700 South. This proposal requires Planned Development review because not all buildings would face the street as required by section [21A.36.010.B.1](#) in the Salt Lake City Zoning Ordinance. The 47 proposed units will be either available as rental units or sold as condominiums.

Current Conditions

The subject property is a recent consolidation of several contiguous parcels. While currently vacant, the property was previously used as a restaurant, a wellness store, and a towing lot for inoperable vehicles. There are two driveways—relatively close to one another—accessing 1700 South. The lot appears to be overgrown, especially on the property’s east side.

Neighborhood Character

The immediate vicinity of the subject property primarily consists of outdoor commercial and industrial uses. Apart from some single-family houses, there is very little residential development. The subject property is adjacent to properties owned by the adjacent Costco, including a busy access drive onto 1700 South from the store’s parking lot. While there is no comparable development within the proposed project’s neighborhood, there has been a westward pattern of new townhouse and rowhouse development farther east along 1700 South. Staff expects that this development will likely be the first of other similar projects in the neighborhood.

Proposed Building Orientation

The development will have ten units facing the 1700 South (nine from Building A and one from Building B, see plans in [Attachment B](#)), and all have been designed to engage the street and improve the pedestrian experience. The proposed architectural details and glass create visual interest and



provide additional eyes on the street. While not all buildings on the lot face 1700 South, the current layout enables a better design than what could be accomplished through strict application of the zoning regulations.

The units have been oriented to keep pedestrian and vehicular circulation separated within the development. Each unit's "front" door exits onto a pedestrian pathway that can be accessed from 1700 South. Garage access will be located at the "rear" of each unit.

Architectural Details

The "front" of each unit, including the units facing 1700 South, are differentiated by their design, materials, and depth. The style of each unit's façade alternates between each unit. Each unit has an entry, large windows, and (along 1700 South) a porch facing the street. The base, middle, and top of the units are unique enough to create a pedestrian scale. Planned Development approval will allow the proposed features on Building A to face the street and provide some enclosure over the sidewalk.

Access & Parking

As stated earlier, pedestrian and vehicular access have been separated within the proposed development, which will help mitigate some possible conflicts between pedestrians and drivers. The proposal removes one of the two existing vehicular access drives and places the new entry more than 150 feet away from the busy Costco driveway. While the proposed use will increase traffic from the site, the new driveway layout will be better for traffic on 1700 South than what currently exists. Except for a few visitor stalls on the project's interior, all required parking (including bicycle parking) will be located within each unit's garage.

The private drive within the property has been deemed adequate for public services (i.e., utilities and waste removal) and meets relevant fire codes (see [Attachment G](#) for comments from the Fire Code reviewer and Public Utilities).

Landscaping

The proposed development meets all landscape yard and buffer requirements in the zoning regulations. The landscape plans (included with [Attachment B](#)) show 714 of the 2,025 square-foot, 10-foot-wide front yard to be landscaped with a variety of shrubs, smaller plants, and landscape mulch (the proposed trees are in the right of way). The proposed trees that line the project's periphery will provide a screen for privacy and shade the pedestrian pathway that accesses 1700 South.

APPROVAL PROCESS AND COMMISSION AUTHORITY

Review Process: Planned Development

The applicant has requested Planned Development approval from the Planning Commission to waive the following requirements:

1. **Building Orientation:** [21A.36.010.B.1](#), which requires all buildings on a lot within the CG zoning district to face the street. The applicant has requested a modification to this standard to allow flexibility in the layout of the proposed development.

The proposed project will need to meet the Planned Development standards found in section [21A.55.050](#) of the zoning ordinance (An analysis of these standards can be found in [Attachment E](#)) in addition to all other relevant zoning requirements.

KEY CONSIDERATIONS

The key considerations listed below were identified through the analysis of the project:

1. Neighborhood Character
2. Development Potential without Planned Development Approval

Consideration 1 – Neighborhood Character

As the Project Description section discussed, the proposed development might seem out of place with the neighborhood's character. Except for a few single-family houses, the neighborhood primarily consists of outdoor commercial and industrial uses. However, comments from the community, improvements along 300 West (including bike lanes and wider sidewalks), and work on the draft Ballpark Master Plan point to an expectation of additional development in the area. The the proposed use and density are permitted within the CG zoning district, and future residential development is expected in this neighborhood.

Consideration 2 – Development Potential without Planned Development Approval

The applicant has requested modifications to the building orientation requirements in section [21A.36.010.B.1](#) to allow greater flexibility in the layout of the proposed development. This standard requires all buildings on a lot within the CG district to face the street. A strict application of the standard for a rowhouse development would likely result in multiple parallel buildings sitting perpendicular to 1700 South. The buildings would not be oriented toward the street, negatively impacting the street's design and pedestrians' experience.

If this request is denied, the proposed density of the multi-family use would still be permitted, and the applicant could modify the proposal to meet the building orientation standard. Additionally, the CG General Commercial zoning district does not have many design standards. The applicant could, in theory, propose a project that would not have to meet the higher standard required for Planned Development approval. A project that strictly adhered to the zoning requirements would likely be inferior to this proposal.

STAFF RECOMMENDATION

Overall, the proposed *Row and Ballpark* development meets the intent of the underlying CG zoning district (as discussed in Attachment D), the general zoning requirements, and generally meets the standards required for Planned Development approval (as discussed in Attachment E). The applicant has made efforts to create an enhanced product that improves the pedestrian experience and reduces vehicular traffic issues along this section of 1700 South. They have worked to create visual interest with the proposed building layout and design. Based on this analysis, Staff recommends approval of this request.

NEXT STEPS

Planned Development Approval

If the Planned Development application is approved, the applicant will need to comply with the conditions of approval, including any of the conditions required by City departments and the Planning Commission. The applicant will be able to submit building permits for the development, and the plans will need to meet any conditions of approval. Final certificates of occupancy for the buildings will only be issued once all conditions of approval are met.

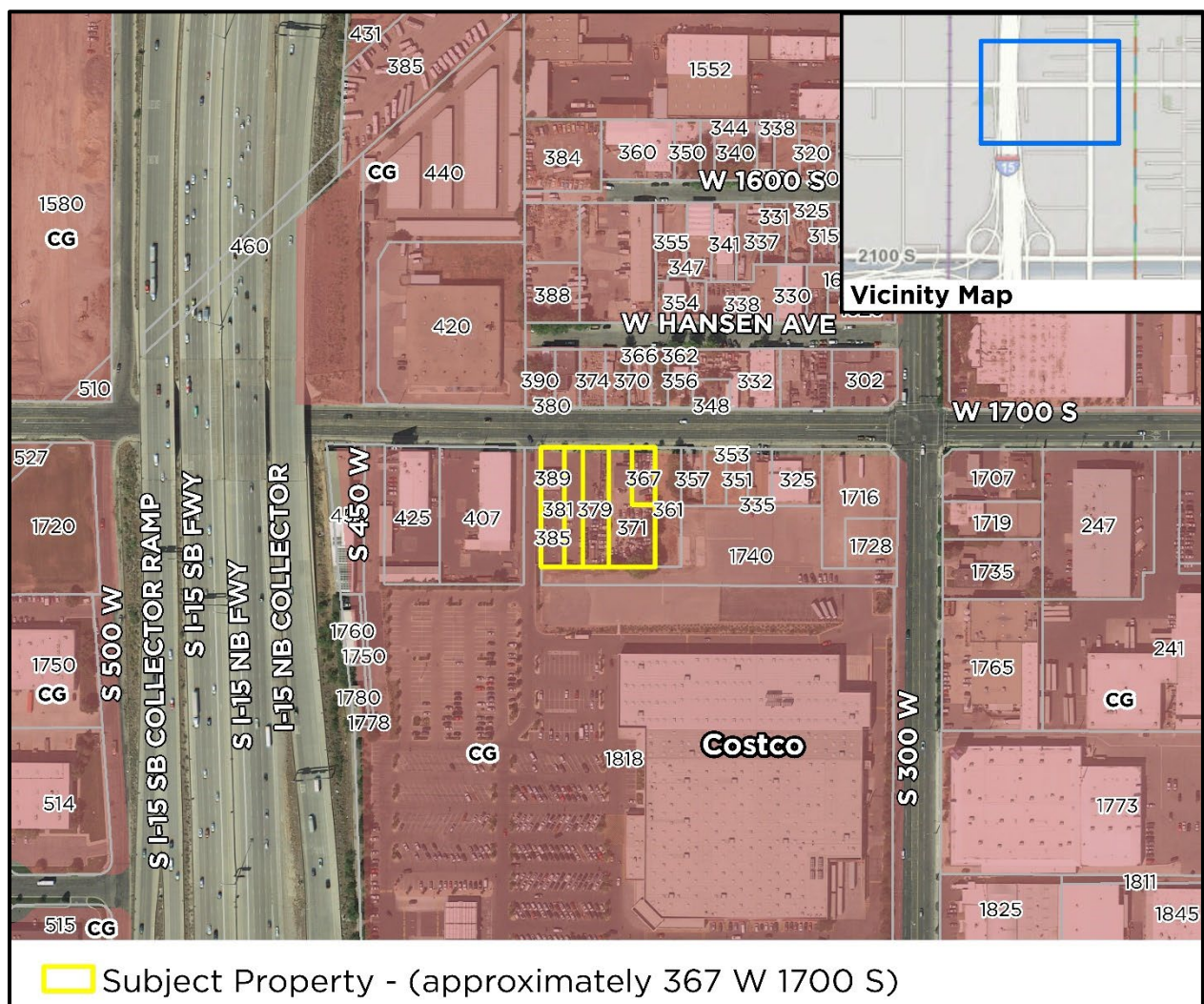
Planned Development Tabled/Continued

If the Planning Commission tables the Planned Development application, the applicant will have the opportunity to make changes to the design and/or further articulate details in order to return to the Planning Commission for further review and a decision on the application.

Planned Development Denial

If the Planning Commission denies the Planned Development application, the applicant will be able to submit a new proposal that meets all of the standards required by the Zoning Ordinance. The proposal will be subject to any relevant zoning standard or planning processes.

ATTACHMENT A: Vicinity Map



ATTACHMENT B: Submitted Materials



THE ROW AT BALLPARK

No.	Date	Description

PROFESSIONAL SEAL

OWNER:	ROW 1700, LLC
PROJECT ADDRESS:	385 W 1700 S Salt Lake City, UT 84115
CITY PERMIT #:	BLD2021-10895
ARCH PROJECT #:	21-51
A.O.A.:	JDH
PHASE:	PERMIT SET
PUBLISH DATE:	18 MARCH 2022
SHEET SCALE:	1/8" = 1'-0"
SHEET NAME:	3D VIEWS

3D VIEW GENERAL NOTES

THE THREE DIMENSIONAL VIEWS SHOWN IN THIS SET OF DRAWINGS ARE PROVIDED TO HELP EXPLAIN THE OVERALL CONCEPT AND INTENT OF THE BUILDING DESIGN AND ARE TO BE USED FOR REFERENCE ONLY. BIDDERS ARE NOT TO USE THESE VIEWS TO DETERMINE COMPONENT TYPES, QUANTITIES, ASSEMBLY METHODS OR ANY OTHER INFORMATION WHICH RELATE TO CONSTRUCTION COST.

PROPERTY

Name	Area	Acres
55,397 SF		1.27
55,397 SF		1.27

PARKING

TYPE	COUNT
9x18 ADA	67
68	1

PARKING REQUIRED

UNIT TYPE	COUNT	PRKG REQD	TOTAL PARKING
R - 1 BED	16	1	16
R - 2 BED	10	2	20
Grand total	26		36

ZONING ANALYSIS

ZONING JURISDICTION: SALT LAKE CITY
 ZONE: CG - GENERAL COMMERCIAL

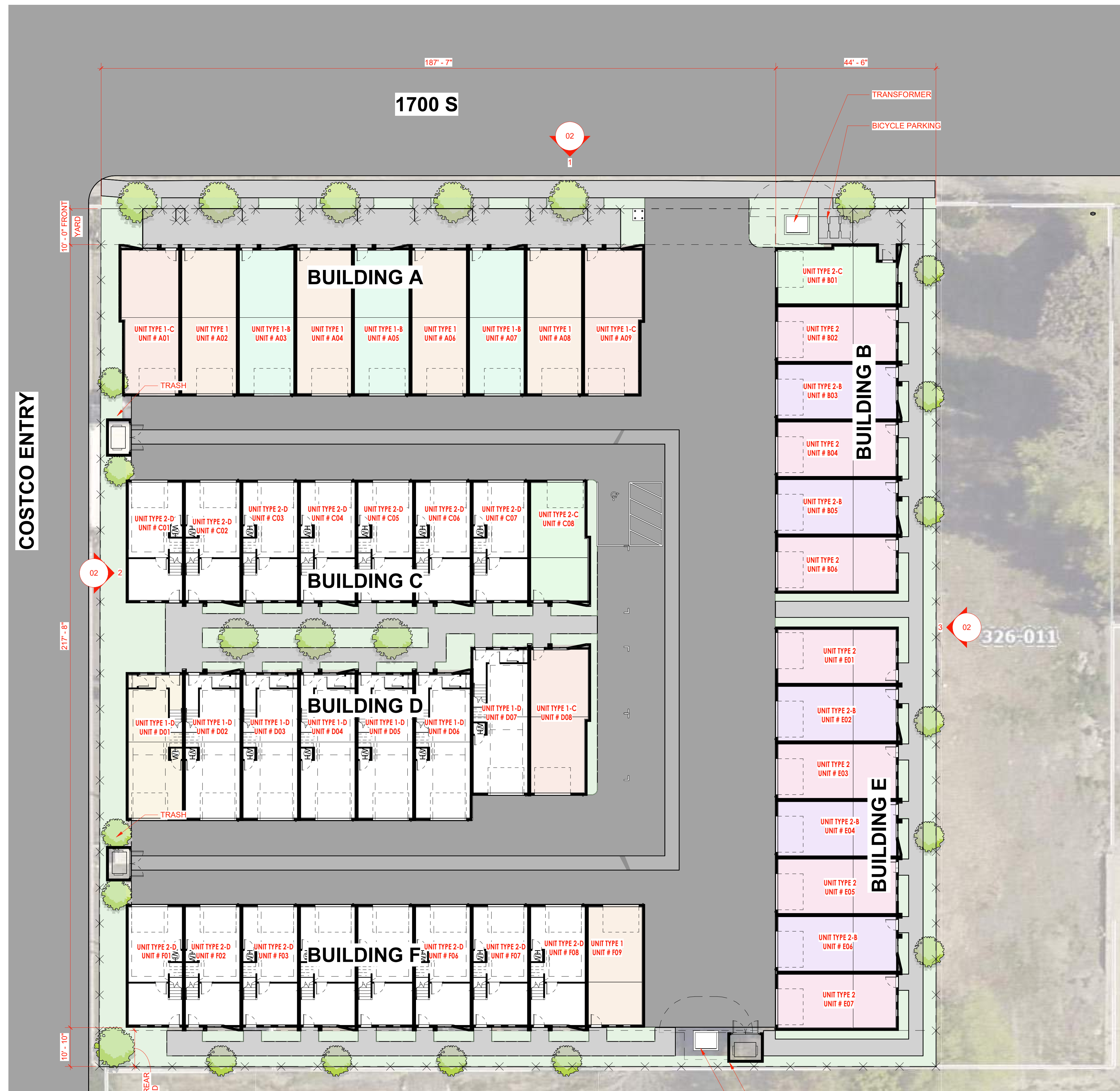
SETBACKS:	10' (LANDSCAPE REQUIREMENTS)
FRONT YARD	0'
SIDE YARD	10'
REAR YARD	10'

	REQ'D	PROPOSED
MAX BUILDING HEIGHT	60'	41'
WITH PROVISIONS TO GO 30' HIGHER		
MAXIMUM BLDG COVERAGE	N/A	
MINIMUM LANDSCAPE AREA	FRONT YARD REQUIREMENTS	

PARKING:	2 PER 2+ BEDROOM	1 PER 1- BEDROOM
MINIMUM PARKING SPACES		
MAXIMUM PARKING SPACES	1.25xMIN. 80 SPACES	
TABLE 21A.44.030		

ELECTRIC VEHICLE PARKING 1 IN EACH GARAGE SECTION 21A.44.50.B.2 (MULTIFAMILY ONLY)

BICYCLE PARKING	5% (2)	4 SPACES
SECTION 21A.44.50.B.3		



LEVEL 1 PLAN
 1/16" = 1'-0"

THE ROW AT BALLPARK

No.	Date	Description
02		

PROFESSIONAL SEAL

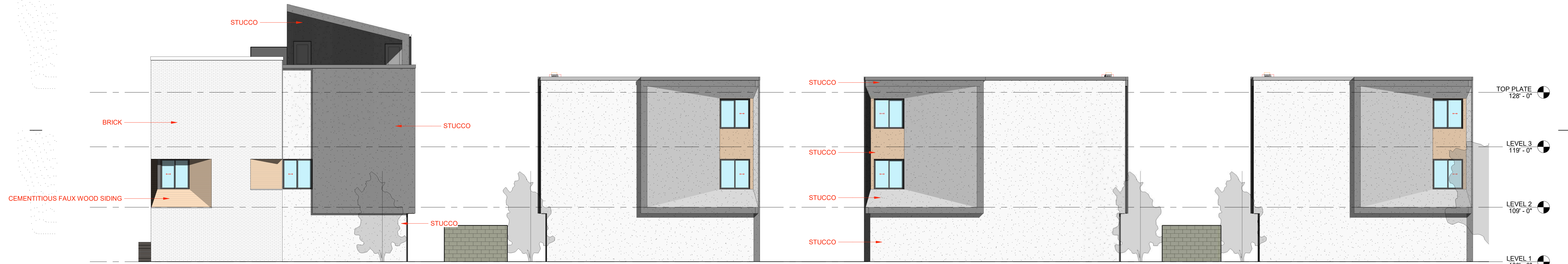
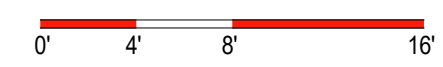
OWNER:	ROW 1700, LLC
PROJECT ADDRESS:	385 W 1700 S Salt Lake City, UT 84115
CITY PERMIT #:	BLD2021-10895
ARCH PROJECT #:	21-51
A.O.A.:	JDH
PHASE:	PERMIT SET
PUBLISH DATE:	18 MARCH 2022
SHEET SCALE:	As indicated
SHEET NAME:	SITE PLAN

01 SITE PLAN

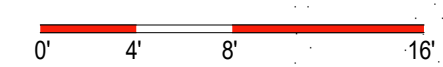
DIVELEPT DESIGN LLC ©2021
 May 11, 2022



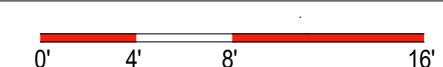
③ EAST SIDE
1/8" = 1'-0"



② COSTCO ENTRY SIDE
1/8" = 1'-0"



① STREET ELEVATION
1/8" = 1'-0"

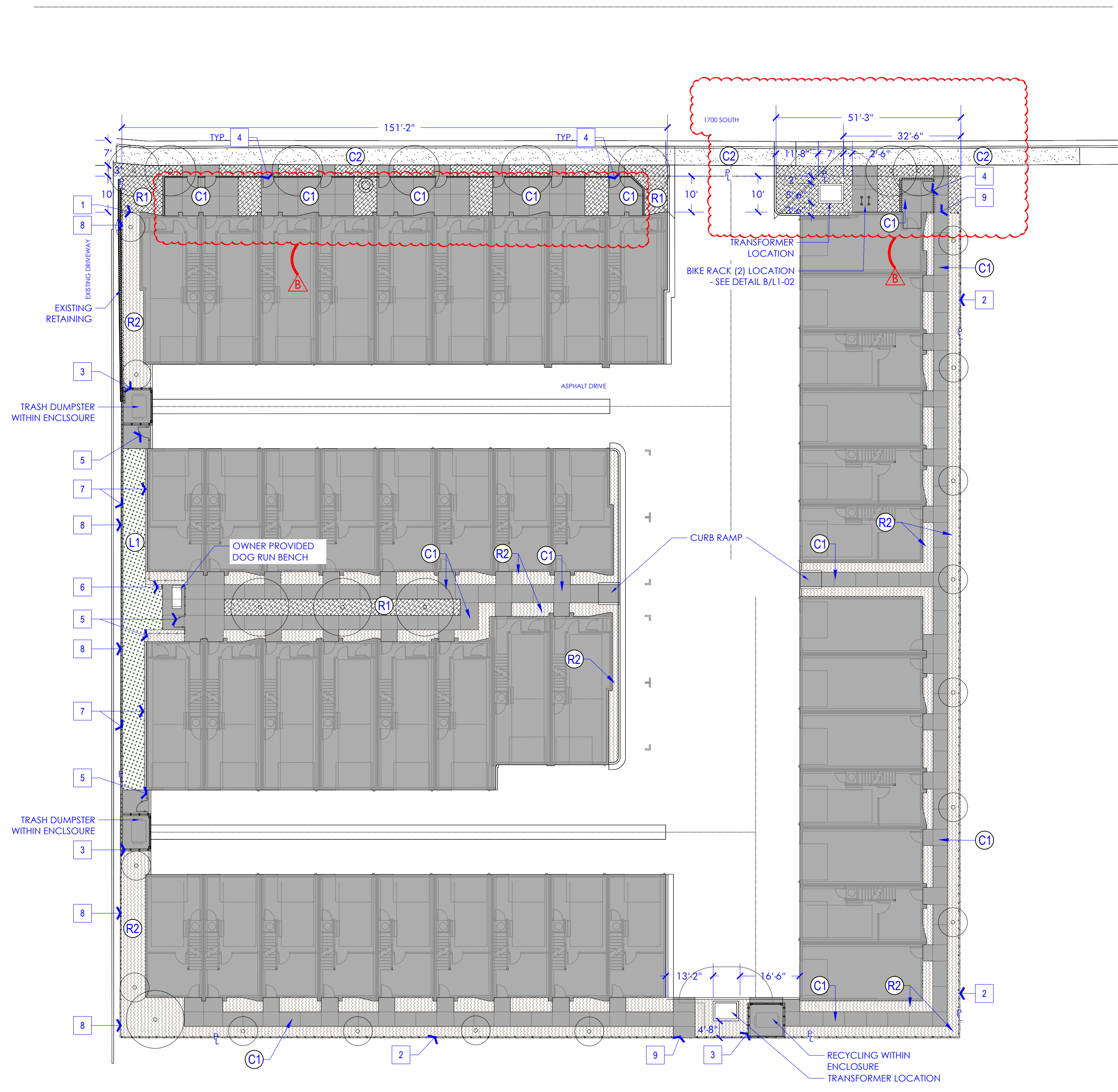


THE ROW AT BALLPARK

NO.	DATE	DESCRIPTION

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SHEET SCALE:	1/8" = 1'-0"
SHEET NAME:	ELEVATION



TAG	DESCRIPTION	DETAIL
1	STEEL EDGING IN BLACK - 1/4"x6" DEPTH, J.D. RUSSELL 'DURAEDGE' OR EQUAL	1/L1-02
2	6" VINYL PERIMETER FENCING - BASE BID; BUFFTECH VINYL PRIVACY FENCE 'BROOKLINE' WITH CERTAGRAIN TEXTURE COLOR 'SIERRA BLEND' ALT BID: 'BROOKLINE' COLOR 'NATURAL CLAY'	2/L1-02
3	6" TRASH/RECYCLING ENCLOSURE - 1" RAISED CONCRETE CURB WITH OPAQUE FENCING ATOP (MATCH ADJACENT FENCING STYLE)	3/L1-02
4	4" HEIGHT - SIMTEK PREFABRICATED FENCING AND GATE, BASE BID: 'ASHLAND' IN WALNUT BROWN'	C / L1-02
5	4" HEIGHT - IRONGUARD FLAT TOP FENCE FOR DOG RUN ENCLOSURE AND GATE	D / L1-02
6	DOG/ POT PET CLEANUP STATION	A / L1-02
7	MOW CURB FOR ARTIFICIAL TURF/FENCING BORDER	NA
8	6" HEIGHT - SIMTEK PREFABRICATED FENCING, BASE BID: 'ASHLAND' IN WALNUT BROWN'	C / L1-02
9	6" METAL PRIVACY GATE - BASE BID ON 'SLEEFENCE' ALUMINUM PRIVACY GATE - 40" WIDTH WITH OPTIONAL KEYED ENTRY	E / L1-02

LANDSCAPE GENERAL NOTES
REGULATIONS:

- ALL IMPROVEMENTS SHALL CONFORM TO THE GOVERNING (SALT LAKE CITY) STANDARDS AND SPECIFICATIONS
- CONTRACTOR SHALL CALL BLUE STAKES OF UTAH TO VERIFY AND NOTE EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR FINAL LOCATION OF ALL UTILITIES. CONTRACTOR IS LIABLE FOR DAMAGES TO EXISTING INFRASTRUCTURE AND NEW IMPROVEMENTS

EXISTING CONDITIONS:

- CONTRACTOR SHALL VERIFY ALL PLANS WITH EXISTING CONDITIONS. CONTRACTOR SHALL REPORT ANY DISCREPANCIES, CHANGES, OR ISSUES TO THE OWNER AND/OR LANDSCAPE ARCHITECT PRIOR TO COMMENCEMENT OF WORK
- ALL UTILITIES ARE SHOWN FOR REFERENCE ONLY. CIVIL PLANS SHALL TAKE PRECEDENCE AND IT IS THE RESPONSIBILITY AND LIABILITY OF THE ACTING CONTRACTOR TO PROTECT AND REPAIR ANY DAMAGES TO UTILITIES.

SITE PREPARATION:

- ALL LANDSCAPE AREAS TO HAVE WEEDS REMOVE AND GRUBBED WITH ALL DEBRIS MEASURING OVER 2" REMOVED
- APPLY, AS NEEDED, CERTIFIED APPLICATIONS OF HERBICIDE
- POSITIVE DRAINAGE IS TO BE MAINTAINED AWAY FROM ALL STRUCTURES
- ENGINEERING PLANS SHALL TAKE PRECEDENCE

SOIL

- MINIMUM OF 12" OF TOPSOIL IS REQUIRED IN ALL PLANTING AREAS
- MINIMUM OF 4" OF TOPSOIL IS REQUIRED IN ALL TURF PLANTING AREAS
- PLANTING HOLES SHALL BE DUG 2X AS WIDE AS ROOTBALL OF VEGETATION
- BACKFILL FOR SHRUB AND TREE PLANTINGS SHALL BE 80% TOPSOIL/ 20% HUMUS MATERIAL
- SOILS REPORT SHALL TAKE PRECEDENCE
 - TOPSOIL STANDARDS
 - SAND - 20%-70%
 - CLAY - 20%-70%
 - #10 SIEVE @ 15% MAXIMUM
 - PH 6 TO 8.5

LANDSCAPE AREAS - SURFACING MATERIALS		AREA
HATCH	DESCRIPTION	SQUARE FT.
C1	CONCRETE PAVING - NATURAL GRAY / LIGHT ETCH FINISH	5,310
C2	PUBLIC R.O.W. SIDEWALK	NA
R1	LANDSCAPE MULCH - 3" DEPTH OF: 'SUNBURST' IN 1.5" ROCK SIZE INSTALL WITH WEED BARRIER (PLANTING AREA)	1,043
R2	LANDSCAPE MULCH - 3" DEPTH OF: 'COTTONWOOD FRACTURE' IN 3/4" ROCK SIZE INSTALL WITH WEED BARRIER (PLANTING AREA)	4,090
L1	ARTIFICIAL TURF - BASE BID ON EZ TURF PET TURF 1" PILE HEIGHT	635

*INSTALL ALL ROCK MULCH LEVEL WITH A MAXIMUM TOLERANCE OF 1/2" ABOVE ADJACENT PAVING, EDGING, AND PLANTER AREAS
*AREAS OF TAKEOFFS OF ENTIRE PLANTING AREA - CONTRACTOR TO ACCOUNT FOR REDUCTION IN MULCH NEEDS DUE TO PLANTING - REFER TO PLANTING PLANS.
*QUANTITIES TO BE VERIFIED BY CONTRACTOR

CITY OF SALT LAKE LANDSCAPE CALCULATIONS:

ZONE: CG		WATER WISE PLANTS PER SLC BMP MANUAL:	
TOTAL SITE :	55,516 S.F.	ROW:	44/44
PROVIDED LANDSCAPING AREAS:		SITE:	523/523
ROW:	464 S.F.	REQUIRED:	80%
44 SHRUBS @ 6 S.F. AVG. =	264 S.F. (56.9%)	PROVIDED:	100%
		TOTAL:	567/567
PRIVATE LANDSCAPE AREA:	5,304 S.F.	WATER WISE TREES PER SLC BMP MANUAL:	
TOTAL TURF AREA:	0 S.F. (0%)	ROW:	8/8
NO TURF GRASSES PROPOSED		SITE:	23/23
ROW TREES:		REQUIRED:	80%
232/30= (7.73) TREES REQUIRED IN ROW		PROVIDED:	100%
(8) PROVIDED - PER SLC URBAN FORESTRY REQUIRED SMALL PARKSTRIP SPECIES		TOTAL:	31/31
FRONT YARD LIVE VEGETATION COVERAGE:			
TOTAL S.F.:	2,025		
LIVE VEGETATION REQUIRED (1/3):	675 S.F.		
PROVIDED:	714 S.F.		
(102 SHRUBS @ 7 S.F. AVG. COVERAGE AT MATURITY)			

PARKWAY PLANTING - URBAN FORESTER REQUIREMENTS

ALL TREES IN PUBLIC R.O.W. TO BE 2" CALLIPER - LOCATED:

- 5' from water meter and/or utility box
- 10' from fire hydrant
- 5-10' from residential driveway
- 5-10' from property line of adjoining parcel
- 5-10' from non-traffic conducting signage
- 5-10' from utility pole and/or light
- 20' from an unregulated intersection (20' back from intersecting sidewalks)
- 30' from stop signs
- 30' from commercial driveway and/or alley
- 40' from an intersection with traffic lights (40' back from intersecting sidewalks)
- 20-30' from a tree that is medium in size at maturity (30 to 50' tall)



454 N 600 W, SLC, UT 84116
eshowdy@divelept.com
p: 801-680-4485
www.divelept.com

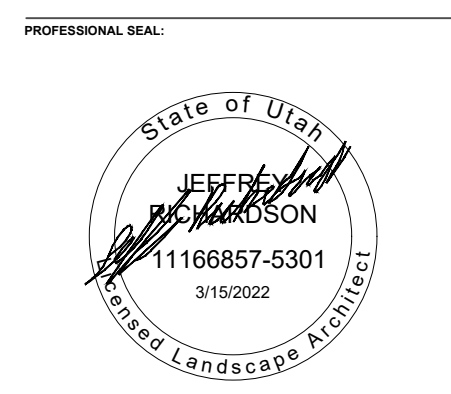


LANDSCAPE ARCHITECTURE // SITE DESIGN
511 W. 200 S. SUITE 125
SLC, UTAH 84101
WWW.LANDFORMDESIGNGROUP.COM

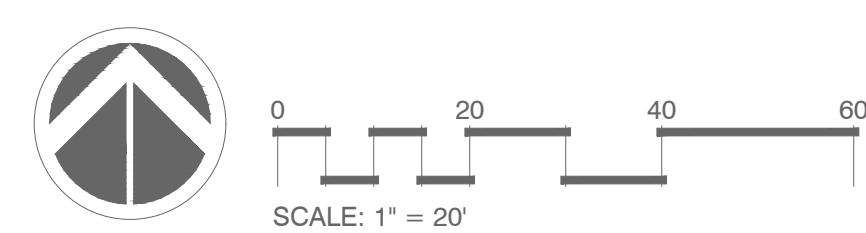
THE ROW AT BALLPARK

REVISIONS:

No.	Date	Description
1	01.28.22	SLC #1
2	03.15.22	SLC #2

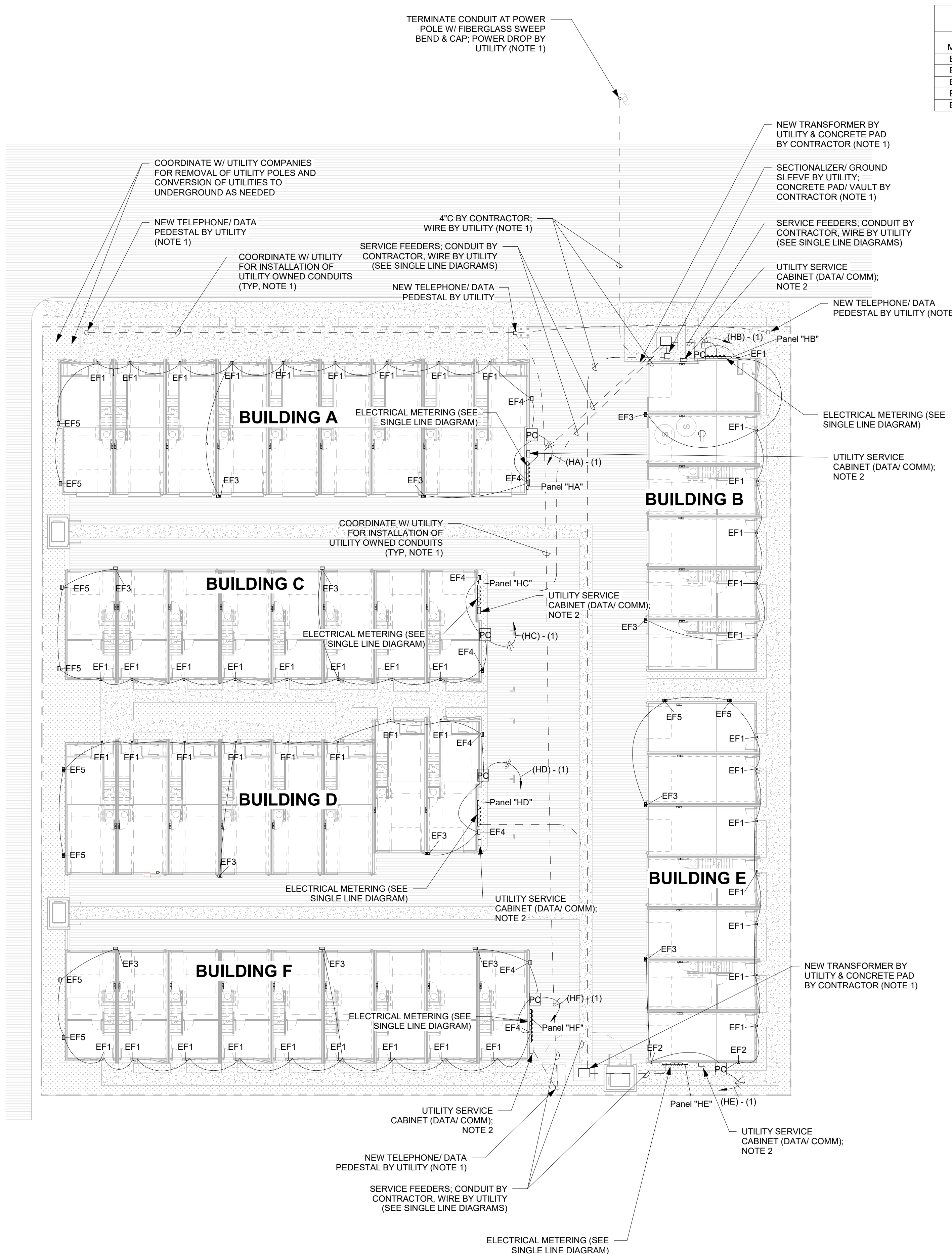


OWNER: ROW 1700, LLC
PROJECT ADDRESS: 385 W 1700 S Salt Lake City, UT 84115
ARCH PROJECT #: 21-51
A.G.I.: JDH
PHASE: PERMIT SET
PUBLISH DATE: 15 March 2022
SHEET SCALE: AS INDICATED
SHEET NAME: LANDSCAPE LAYOUT



SHEET NUMBER: L1-01
DIVELEPT DESIGN LLC © 2020
May 11, 2022

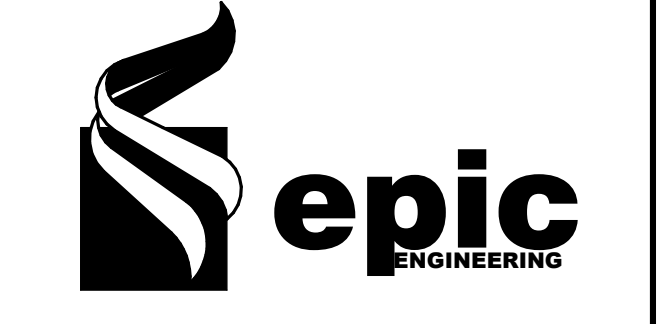
LIGHTING FIXTURE SCHEDULE						
Mark	Manufacturer	Model	Wattage	Lamp	Count	Mounting Height
EF1	Ligman Lighting USA	UTM-31426-14W-VW-W30-120/277V	14 W	LED	49	6'-6"
EF2	Ligman Lighting USA	UTM-31426-14W-VW-W30-120/277V	14 W	LED	2	8'-0"
EF3	Ligman Lighting USA	ULI-30021-28W-T4-W30-120/277V	28 W	LED	14	8'-0"
EF4	Ligman Lighting USA	ULI-30021-28W-T4-W30-120/277V	28 W	LED	8	10'-0"
EF5	Ligman Lighting USA	ULI-30021-28W-T2-W30-120/277V	28 W	LED	10	8'-0"



CONSTRUCTION NOTES

- COORDINATE WITH UTILITY COMPANY(S) PRIOR TO ANY UTILITY WORK TO VERIFY PLAN AND TO SATISFY ANY ADDITIONAL UTILITY REQUIREMENTS NOT SHOWN. PROVIDE (4) 3" CONDUITS FROM EACH DATA/ COMM SERVICE CABINET TO A PULL BOX (SIZED AS REQUIRED) LOCATED ADJACENT TO THE NEAREST TELEPHONE PEDESTAL FOR UTILITY USE. (CONDUITS & PULL BOXES NOT SHOWN ON PLAN FOR CLARITY)

DATE
MARCH 2022



REVISIONS		
MARK	DATE	DESCRIPTION

DRAWN: AS
DESIGNER: KDC
REVIEWED: DIO

PROJECT #
00-00-000

SCALES

1" = 20'-0"

PROJECT NAME:
ROW AT BALLPARK

PROJECT LOCATION:
367 W 1700 S
SALT LAKE CITY, UT

SHEET TITLE:
ELECTRICAL SITE PLAN

PLAN SET: PERMIT
SHEET: E1.1

1 ELECTRICAL SITE PLAN
1" = 20'-0"

S:\PROJ\SMALL PROJECTS\2021 PROJECTS\Design\Architect\1700 S Townhomes\REV\W\PROJ AT BALLPARK_ELEC.rvt

ATTACHMENT C: Property and Vicinity Photos

[Photos can be viewed here.](#)



Existing east building on subject property (Office for old towing lot)



Existing west building on subject property (old wellness store and restaurant)



Existing west building on subject property (old wellness store and restaurant) and parking area



View of subject property's south property line from adjacent parking lot



Existing fence on property to be removed



Rear view of old towing lot



View of south property line from adjacent parking lot



View of west property line from adjacent parking lot



View of west property line from adjacent parking lot



View of west property line from adjacent parking lot



View of west property line from adjacent parking lot



View of east property line from adjacent parking lot



View of west property line from adjacent parking lot





View of existing west building from Costco driveway



View of existing west building from Costco driveway



View of existing west building from Costco driveway



View of existing west building from Costco driveway



View of existing west building from Costco driveway



Existing west building on subject property (old wellness store and restaurant)



Existing west building on subject property (old wellness store and restaurant)



Existing west building on subject property (old wellness store and restaurant)



Existing west building on subject property (old wellness store and restaurant)



Existing east building on subject property (Office for old towing lot)



Existing east building on subject property (Office for old towing lot)



Northeast corner of property



Northeast corner of property



Construction on 300 West with new bike lane and sidewalk



Construction on 300 West with new bike lane and sidewalk

ATTACHMENT D: CG Zoning Standards

CG (General Commercial District)

Purpose Statement: The purpose of the CG General Commercial District is to provide an environment for a variety of commercial uses, some of which involve the outdoor display/storage of merchandise or materials. This district provides economic development opportunities through a mix of land uses, including retail sales and services, entertainment, office, residential, heavy commercial and low intensities of manufacturing and warehouse uses. This district is appropriate in locations where supported by applicable master plans and along major arterials. Safe, convenient and inviting connections that provide access to businesses from public sidewalks, bike paths and streets are necessary. Access should follow a hierarchy that places the pedestrian first, bicycle second and automobile third. The standards are intended to create a safe and aesthetically pleasing commercial environment for all users.

Requirement	Standard	Proposed	Compliance
Front Yard	10 feet	10 feet	Complies
Corner Side Yard	10 feet	N/A	N/A – The subject property is not on a corner
Interior Side Yard	None	7 feet & 10 feet	Complies
Rear Yard	10 feet	10 feet	Complies
Building Coverage	None	-	Complies
Lot Width	60 feet	232 feet	Complies
Lot Size	10,000 square-foot minimum	55,321 sq ft (1.27 acres)	Complies
Building Height	60 feet	42 feet	Complies.
Landscape Yards	10-foot landscape yard along front property line	10-foot landscape yard	Complies
Landscape Buffers	None	-	Complies
Parking	1 space / 1-bed unit (30) 2 spaces / 2+bed unit (17) 64 spaces required	68 spaces	Complies
ADA Parking	1 space per 25 spaces of public parking	1	Complies
Electric Vehicle Parking	1 spaces per 25 spaces (3)	47 (1 / unit)	Complies
Bicycle	5% of required parking (2)	4 stalls in front	Complies
Off-street Loading	None required for lots smaller 100,000 sf	-	Complies
Ground Floor Use	None	-	Complies
Building Materials	None	-	Complies
Ground Floor Glass	None	-	Complies
Upper Floor Glass	None	-	Complies
Building Entrances	One operable building entrance on the ground floor for every street-facing façade, with a maximum of 40' of wall between entrances.	There is an entrance for each unit facing 1700 South, and no entrance is more than 40 feet apart.	Complies

ATTACHMENT E: Planned Development Standards

21A.55.050: Standards for Planned Developments: The planning commission may approve, approve with conditions, or deny a planned development based upon written findings of fact according to each of the following standards. It is the responsibility of the applicant to provide written and graphic evidence demonstrating compliance with the following standards.

The Finding for each standard is the recommendation of the Planning Division based on the facts associated with the proposal, the discussion that follows, and the input received during the engagement process. Input received after the staff report is published has not been considered in this report.

A. Planned Development Objectives: The planned development shall meet the purpose statement for a planned development (section 21A.55.010 of this chapter) and will achieve at least one of the objectives stated in said section. To determine if a planned development objective has been achieved, the applicant shall demonstrate that at least one of the strategies associated with the objective are included in the proposed planned development. The applicant shall also demonstrate why modifications to the zoning regulations are necessary to meet the purpose statement for a planned development. The Planning Commission should consider the relationship between the proposed modifications to the zoning regulations and the purpose of a planned development, and determine if the project will result in a more enhanced product than would be achievable through strict application of the land use regulations.

Planned Development Purpose Statement: A planned development is intended to encourage the efficient use of land and resources, promoting greater efficiency in public and utility services and encouraging innovation in the planning and building of all types of development. Further, a planned development implements the purpose statement of the zoning district in which the project is located, utilizing an alternative approach to the design of the property and related physical facilities. A planned development incorporates special development characteristics that help to achieve City goals identified in adopted Master Plans and that provide an overall benefit to the community as determined by the planned development objectives. A planned development will result in a more enhanced product than would be achievable through strict application of land use regulations, while enabling the development to be compatible with adjacent and nearby land developments.

Discussion:

The applicant has requested Planned Development approval to waive the standard in [21A.36.010.B.1](#) that requires all principal buildings on a property to face a public street. The applicant has asked for greater flexibility in the design and layout of the proposed project. This flexibility would encourage better circulation within and through the development, increase privacy for future residents, and reduce the impacts from vehicular traffic on 1700 South and the adjacent access drive for the nearby Costco. In addition to the standards required for Planned Development approval, this flexibility will result in a more enhanced finished product than what could be accomplished through strict adherence to the zoning regulations.

Even though the proposed development is located within a commercial district (the CG General Commercial Zoning District), the district’s [purpose statement](#) explicitly encourages a mix of uses—including residential uses—that are meant to support one another. A multi-family development of this scale would not be out of place within this district. Examples of similar projects can be found in other parts of the city within the CG zoning district, many within proximity of 300 West.

Finding: **Meets Purpose Statement** **Does Not Meet Purpose Statement**

F. Master Plan Implementation: A project that helps implement portions of an adopted Master Plan in instances where the Master Plan provides specific guidance on the character of the immediate vicinity of the proposal:

- 1. A project that is consistent with the guidance of the Master Plan related to building scale, building orientation, site layout, or other similar character defining features.*

Discussion:

The proposed development fulfills several goals and policies within the Central City Master Plan (adopted in 2005). Specifically, it supports the following Residential Land Use Policies within the plan:

- **RLU-1.2** – Provide opportunities for medium-density housing in areas between the Central Business District and lower-density neighborhoods and in areas where small multi-family dwellings are compatible.
- **RLU-3.1** – Encourage residential land developers to build housing that provides residential opportunities for a range of income levels, age groups, and family sizes.
- **RLU-3.3** – Use the planned development process to encourage design flexibility for residential housing while maintaining compatibility with the neighborhood.

While not necessarily “between” the city’s central business district and lower-density neighborhoods, the proposed development’s immediate neighborhood is nevertheless peripheral to lower-density neighborhoods located closer to West Temple and Main Street. The proposed development would support the City’s goal to enable residents to remain in their neighborhood if they so choose. The project’s proposed density will provide relatively more affordable units than the single-family houses found in the neighborhoods to the east.

The development’s proposed layout can only be allowed through the Planned Development process. A strict application of the requirement found in [21A.36.010.B.1](#) would require each building to face 1700 south, resulting in a substandard site layout (most likely parallel row houses oriented perpendicular to 1700 South). With the proposed modification, the development will better engage 1700 South with the buildings that face the street and improve internal circulation for pedestrians, vehicles, and public services. The modified layout also enables a higher-quality design that will better meet the required standards for planned development. Without Planned Development approval, the proposed use and density would still be permitted. The CG General Commercial district does not have many design standards. A layout that could be permitted by-right (without review by the Planning Commission) would not need the additional design features proposed by the applicant.

In addition to the above-mentioned policies, the proposed development also supports other goals mentioned within the plan. The first, regarding issues within the People’s Freeway Neighborhood (where the subject property is located), seeks to “develop ways to address the isolation between

major roadways and *improve pedestrian orientation*” (pg. 7, emphasis added). The section of 1700 South, where the subject property is located, does not have many buildings that encourage pedestrian engagement. The proposed project will engage 1700 south with the building immediately adjacent to the street. The proposed development is with ¼ mile of a stop for the 17 bus and the soon-to-be-improved 300 West (with better bike and pedestrian facilities).

Regarding access and mobility, the Central Community Plan encourages “...safe, convenient circulation of vehicular and non-vehicular traffic within neighborhoods and downtown” (pg. 16). The property currently has two driveways for vehicle ingress/egress very close together. One driveway is close to the busy access drive to the nearby Costco. As proposed, the development has only one driveway and keeps it more than 150 feet away from Costco’s entry. By reducing the number of drives and increasing the distance from Costco’s entry, the proposed development improves vehicular circulation along this section of 1700 South and reduces the number of driveways that pedestrians need to cross when walking along the street.

Finding: Objective Satisfied Objective Not Satisfied

B. Master Plan Compatibility: The proposed planned development is generally consistent with adopted policies set forth in the Citywide, community, and/or small area Master Plan that is applicable to the site where the planned development will be located.

Finding: Complies

Discussion:

The proposed development is generally consistent with the adopted policies within the following plans:

- Growing SLC – Citywide Housing Plan (2018-2022)
- Plan Salt Lake (2015)
- Central Community Master Plan (2005)

A discussion of the relevant plans and policies can be found below:

Growing SLC- Citywide Housing Plan (2018-2022)

Objective 1: Review and modify land-use and zoning regulations to reflect the affordability needs of a growing, pioneering city

- Increasing flexibility around dimensional requirements and code definitions will reduce barriers to housing construction that are unnecessary for achieving city goals, such as neighborhood preservation.
 - 1.1.2 Develop in-fill ordinances that promote a diverse housing stock, increase housing options, create redevelopment opportunities, and allow additional units within existing structures, while minimizing neighborhood impacts.

The planned development process is a zoning tool that provides flexibility for projects that would typically not be permitted through strict application of the zoning code. The proposed development is utilizing this process to allow four buildings to be built without facing the public street. The requested modifications to the zoning regulations will allow additional housing on an otherwise underutilized lot, assisting with the need for additional housing within the city. Additionally, the

proposed development is set to continue the westward expansion of residential development along 1700 south into a part of the city with limited housing options.

Plan Salt Lake (2015) Applicable initiatives from the plan are below:

Neighborhoods:

- Support policies that provide people a choice to stay in their home and neighborhood as they grow older and household demographics change
- Encourage and support local businesses and neighborhood business districts
- Provide opportunities for and promotion of social interaction

The proposed development will provide new housing in a neighborhood that, in the past, has had limited options but has been slowly transitioning underutilized properties with commercial and light manufacturing uses into new residential development. The new project will not only bring new residents into the area but will also provide more people the option to stay in the Ballpark community through different stages of life. New residential development in the neighborhood will support local businesses—fulfilling the [stated purpose of the CG zoning district](#), which is to “provide economic development opportunities through a mix of land uses.”

Growth:

- Locate new development in areas with existing infrastructure and amenities, such as transit and transportation corridors
- Encourage a mix of land uses
- Promote infill and redevelopment of underutilized land
- Accommodate and promote an increase in the City’s population

The proposed development will be able to rely on the ample existing infrastructure and (with the exception of any improvements required for the project to meet current regulations) will not require new roads or utilities. Improvements currently under construction along 300 West will provide a protected bike lane and better sidewalks. Additionally, there is a stop for the 17 bus within a quarter-mile of the project. Further, 1700 South is classified as a city arterial and will be able to accommodate the project’s anticipated traffic. Finally, the proposed development would replace commercial buildings that have not had consistent occupancy in the recent past. If approved, this project would “accommodate and promote an increase in the city’s population” while utilizing the infrastructure already in place or currently under construction.

Housing:

- Increase the number of medium density housing types and options
- Encouraging housing options that accommodate aging in place
- Enable moderate density increases within existing neighborhoods where appropriate

The development would expand available medium-density housing options in the immediate neighborhood. The proposed development is just a short distance from other housing types where residents could remain in the neighborhood through different stages of their lives if they wish.

Beautiful City:

- Support and encourage architecture, development, and infrastructure that:
 - Is people-focused

The buildings facing 1700 south within the proposed development would be oriented toward the street. The design and close proximity of the units facing 1700 South will engage the right

of way, providing additional eyes on the street that are not currently present in this part of the city. by being located close to the public sidewalk and including direct connections to the front doors of each unit and to have a large amount of glass. The CG district does not require much for new development when it comes to design. The design and proposed materials for this development are above and beyond what the zoning district would require, supporting the intent of the Beautiful City initiative (see part C of this analysis for additional discussion regarding the proposed development’s design and material).

Central Community Master Plan (2005)

Relevant Residential Land Use Policies

- **RLU-1.2** – Provide opportunities for medium-density housing in areas between the Central Business District and lower-density neighborhoods and in areas where small multi-family dwellings are compatible.
- **RLU-3.1** – Encourage residential land developers to build housing that provides residential opportunities for a range of income levels, age groups, and family sizes.
- **RLU-3.3** – Use the planned development process to encourage design flexibility for residential housing while maintaining compatibility with the neighborhood.

The proposed Row at Ballpark will provide medium-density housing that would support the single-family neighborhoods to the east. The mix of one- and two-bedroom units will allow a mixture of occupants and family sizes. The requested zoning modification through the Planned Development process allows greater flexibility in the project’s layout. This flexibility enables better engagement with the street by the building that will face 1700 south and better circulation within the development for residents and public services (such as fire, waste removal, and other public utilities).

Condition(s): Staff does not recommend any conditions related to this standard.

C. Design And Compatibility: The proposed planned development is compatible with the area the planned development will be located and is designed to achieve a more enhanced product than would be achievable through strict application of land use regulations. In determining design and compatibility, the Planning Commission should consider:

1. Whether the scale, mass, and intensity of the proposed planned development is compatible with the neighborhood where the planned development will be located and/or the policies stated in an applicable Master Plan related to building and site design;

Finding: Complies

Discussion:

There are no multi-family developments within the immediate vicinity of the subject property. This project will likely be the first of many new projects along this section of 1700 South (west of 300 W). This appears to be a continuation of a westward-moving pattern of new rowhouse- and townhouse-style developments along 1700 South. While it may feel a little out of place at the moment, Planning Staff expects that other properties in the neighborhood will follow a similar pattern of new residential development replacing underutilized lots.

Condition(s): Staff does not recommend any conditions related to this standard.

2. Whether the building orientation and building materials in the proposed planned development are compatible with the neighborhood where the planned development will be located and/or the policies stated in an applicable Master Plan related to building and site design;

Finding: Complies

Discussion:

There are no other residential developments within the immediate vicinity of the proposed project. However, the building facing 1700 south will be oriented toward the street, fulfilling policies within the Central Community Master Plan. The proposed orientation can only be accomplished with the requested modification to the zoning regulations.

Condition(s): Staff does not recommend any conditions related to this standard.

3. Whether building setbacks along the perimeter of the development:

- a. Maintain the visual character of the neighborhood or the character described in the applicable Master Plan.
- b. Provide sufficient space for private amenities.
- c. Provide sufficient open space buffering between the proposed development and neighboring properties to minimize impacts related to privacy and noise.
- d. Provide adequate sight lines to streets, driveways and sidewalks.
- e. Provide sufficient space for maintenance.

Finding: Complies

Discussion:

- a. The proposed setbacks meet the zoning regulations. The proposed development may not match the neighborhood’s current character, but (as discussed in section B of this analysis) staff expects additional residential development in the future. Because of the anticipated development and because the project meets the underlying zoning regulations staff is of the opinion that this standard is met.
- b. The plans show a courtyard, a dog run, and rooftop patios. The development’s plans show efficient use of the property and sufficient private amenities.
- c. Trees, fencing, and setbacks of at least 7 feet will provide privacy for residents.
- d. The driveway has sufficient sight lines for drivers to see pedestrians and traffic along the public right of way.
- e. There is sufficient space for maintenance vehicles to maneuver easily within and around the proposed development.

Condition(s): Staff does not recommend any conditions related to this standard.

4. Whether building facades offer ground floor transparency, access, and architectural detailing to facilitate pedestrian interest and interaction;

Finding: Complies

Discussion:

The street-facing façade of the building closest to 1700 South includes ample glass and architectural details. Each unit has an entry, large windows, and a porch facing the street. Each unit has been differentiated by its design, materials, and depth. The base, middle, and top of the building are separate enough to keep it at a pedestrian scale. Without Planned Development approval, the street-

engaging design of the building would be much more challenging to accomplish with a rowhouse-style development.

Condition(s): Staff does not recommend any conditions related to this standard.

3. Whether lighting is designed for safety and visual interest while minimizing impacts on surrounding property;

Finding: Complies With Conditions

Discussion:

The Electrical site plan provided by the applicant (included with [Attachment B](#)) show lighting along 1700 South and lighting along all internal circulation (both vehicle and pedestrian). The lighting along 1700 South appears to highlight the porches of each unit. The lighting within the lot looks to provide visibility along pathways and driveways.

Condition(s): Staff does not recommend any conditions related to this standard.

6. Whether dumpsters, loading docks and/or service areas are appropriately screened;

Finding: Complies

Discussion:

All proposed dumpsters will be screened from view. No loading areas are proposed with this development.

Condition(s): Staff does not recommend any conditions related to this standard.

7. Whether parking areas are appropriately buffered from adjacent uses.

Finding: Complies

Discussion:

Except for a handful of visitor stalls proposed at the center of the lot, all parking will be located within the proposed units and will not impact current, or future adjacent uses.

Condition(s): Staff does not recommend any conditions related to this standard.

D. Landscaping: The proposed planned development preserves, maintains or provides native landscaping where appropriate. In determining the landscaping for the proposed planned development, the Planning Commission should consider:

1. Whether mature native trees located along the periphery of the property and along the street are preserved and maintained;

Finding: Complies

Discussion:

There are currently some trees along the property's fence line, especially in the southeast corner. However, these trees appear to be volunteers of relatively weedier species (such as [Siberian Elm](#) or [Russian Olive](#)—both likely to take root along fences) that cause more problems

than they are worth. Except for an overgrown shrub where the new driveway is proposed, there are no trees along 1700 South on the property.

Condition(s): Staff does not recommend any conditions related to this standard.

2. Whether existing landscaping that provides additional buffering to the abutting properties is maintained and preserved;

Finding: Complies

Discussion:

There is no existing landscaping on the subject property that would adequately buffer adjacent uses.

Condition(s): Staff does not recommend any conditions related to this standard.

3. Whether proposed landscaping is designed to lessen potential impacts created by the proposed planned development;

Finding: Complies

Discussion:

The landscape plans show new trees to be planted around the edges of the property and along 1700 South. These trees will, in time, soften any visual impact that may arise from the new development.

Condition(s): Staff does not recommend any conditions related to this standard.

4. Whether proposed landscaping is appropriate for the scale of the development.

Finding: Complies

Discussion:

In addition to the proposed trees along the property's periphery and along 1700 south, the landscape plans show new trees within an inner courtyard to screen adjacent units. The proposed landscaping is sufficient for the development. The proposed landscaping in the required 10-foot landscaped yard in the front of the property meets the standards in [21A.48.090](#) that require at least 1/3 of the area to have live vegetation.

Condition(s): Staff does not recommend any conditions related to this standard.

E. Mobility: The proposed planned development supports Citywide transportation goals and promotes safe and efficient circulation within the site and surrounding neighborhood. In determining mobility, the Planning Commission should consider:

1. Whether drive access to local streets will negatively impact the safety, purpose and character of the street;

Finding: Complies

Discussion:

The proposed project is likely to increase the number of vehicles using the property. However, the proposed plans show that one of the two existing driveways on the property will be removed and that the new driveway will be more than 150 feet away from the busy Costco driveway. As proposed, the development will likely improve the street's safety for pedestrians and drivers.

Condition(s): Staff does not recommend any conditions related to this standard.
2. Whether the site design considers safe circulation for a range of transportation options including: <ul style="list-style-type: none"> a. Safe and accommodating pedestrian environment and pedestrian oriented design; b. Bicycle facilities and connections where appropriate, and orientation to transit where available; and c. Minimizing conflicts between different transportation modes;
Finding: Complies
Discussion: <ul style="list-style-type: none"> a. Pedestrian access onto the site is separate from the driveway for vehicles. Additionally, the project would reduce the number of driveways on the property. Finally, the units facing 1700 South are designed to maintain pedestrian interest and create a sense of safety. b. Each unit has a garage for bicycle parking. While no transit is present in front of the property, it is within 1/4 of a mile from a bus stop, and the proposed pedestrian access point is in the best location on the site to facilitate the use of that stop. c. As stated above, the development has separated vehicular and pedestrian access points.
Condition(s): Staff does not recommend any conditions related to this standard.
3. Whether the site design of the proposed development promotes or enables access to adjacent uses and amenities;
Finding: Complies
Discussion: Pedestrian and vehicular access to the proposed development will be separated, allowing pedestrians to access 300 W (and the businesses along that street) without having to deal with vehicles using the proposed driveway. Vehicles should not have any issue entering or exiting the premises.
Condition(s): Staff does not recommend any conditions related to this standard.
4. Whether the proposed design provides adequate emergency vehicle access;
Finding: Complies
Discussion: The proposed development meets all relevant fire access codes.
Condition(s): Staff does not recommend any conditions related to this standard.
5. Whether loading access and service areas are adequate for the site and minimize impacts to the surrounding area and public rights-of-way.
Finding: Complies
Discussion: No loading or services areas or proposed with this development.
Condition(s): Staff does not recommend any conditions related to this standard.

F. Existing Site Features: The proposed planned development preserves natural and built features that significantly contribute to the character of the neighborhood and/or environment.

Finding: Complies

Discussion:

There are no site features (natural or built) that would significantly contribute to the neighborhood's character or the environment.

Condition(s): Staff does not recommend any conditions related to this standard.

G. Utilities: Existing and/or planned utilities will adequately serve the development and not have a detrimental effect on the surrounding area.

Finding: Complies

Discussion:

Based on comments provided by utility providers regarding this project, existing utilities will adequately serve the proposed project. Additionally, the project will benefit from the bike and pedestrian improvements along 300 West. The applicant has indicated that the transformer in the front yard will be shielded from view with a hedge.

Condition(s): Staff does not recommend any conditions related to this standard.

ATTACHMENT F: Public Process & Comments

Public Notice, Meetings, Comments

The following is a list of public meetings that have been held, and other public input opportunities, related to the proposed project since the applications were submitted:

- March 23, 2022 – The Ballpark Community Council was sent the 45 day required notice for recognized community organizations. The council did not provide comments.
- March 23, 2022 - Property owners and residents within 300 feet of the development were provided early notification of the proposal.

Notice of the public hearing for the proposal included:

- April 29, 2022
 - Public hearing notice sign posted on the property
- April 28, 2022
 - Public hearing notice mailed
 - Public notice posted on City and State websites and Planning Division list serve

Public Input:

- Staff received one email regarding the proposal. The commenter stated that they would like to see more uses than just residential to engage the street, specifically a street-facing commercial space. The email is included with this attachment.
- The applicant attended the Ballpark Community Council meeting on Thursday April, 14, 2022. Concerns were brought up about blocking the adjacent Costco driveway. The applicant stated that they do not plan to block the driveway since it is not public right of way and owned by Costco

Barlow, Aaron

From: B Davis [REDACTED]
Sent: Thursday, April 21, 2022 8:50 AM
To: Barlow, Aaron
Subject: (EXTERNAL) PLNPCM2021-01241 Planned Development

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Aaron

I would like to comment on the above project. I am a property owner near this proposed development on the other side of the street. It comprises 4 parcels including 320 W, 332 W, 342 W and 356 W. These have a total of 302 foot of frontage and are almost across the street. There are three commercial properties and two single family rental houses. I have no problem with the concept of higher density residential development in the area.

What I have a problem with is that it is all residential. As you know the area is transitioning from a primarily industrial and commercial area to a significant amount of residential. I was the chair of the Ballpark Community Council for about 10 years up until about 3 years ago. I accomplished numerous things. The Downzone of West Temple and the Lane Realignment on 1700 So are a couple of examples. As you know 1700 South has seen some significant residential development most of it east of this proposed development. I have to admit that I am a bit surprised how far west it is extending. To create a vibrant neighborhood, there needs to be some amenities for this rapidly developing neighborhood.

I would suggest that as part of the Planned Development, a requirement would be that a small portion of this proposal be some ground floor street facing commercial space. The NE corner would be ideal for this.

I know this development will not be the last to be developed in this area. I have been approached numerous times to purchase my property. I have declined these requests for the time being as I operate two businesses out the commercial spaces. The two parcels directly west of me on the north side of the street are in discussion for purchase and will likely become some higher density residential. I personally think this is a good thing as SLC does have a housing shortage. The City also has an interest in making the City walkable. Being walkable requires destinations.

Now is the time to start adding these amenities.

Best regards
Bill Davis
GBR Enterprises
[REDACTED]

ATTACHMENT G: Department Review Comments

This proposal was reviewed by the following departments. Any requirement identified by a City Department is required to be complied with.

Engineering (Chien Hwang):

- Certified address required prior to building permit issuance. Rebecca Thomas 801-535-7794 or Rebecca.Thomas@slcgov.com
- Public Way Permit is required for project completion. Licensed, bonded and insured Contractor to obtain permit to install or repair required street improvements.
- Check with SLC Transportation and UTA for proposed future bus stop locations. Engineering and Transportation review/approval of bus stops required.
- UTA BUS STOPS: LDixon@rideuta.com (Landon Dixon)
- Transit website map
 - <https://www.slc.gov/transportation/wp-content/uploads/sites/11/2020/12/FTN-Developer-Map.png>
- Site Plan Review – Required
- No curb alignment changes. No cut back parking.
- No footings, foundations, permanent soldier piles, or permanent soil nails permitted in the public right of way
- Check with Josh Willie 801-535-6281 joshua.willie@slcgov.com for possible capital improvement projects in the area

Zoning (Alan Hardman):

- Will need to submit an application to the Planning Division to consolidate the lots. Submit application to the Planning website. Phone 801-535-7700.
- Provide a completed Impact Fee Assessment worksheet for new building square footage. Credit is given for existing square footage being demolished.
- A demolition permit will be required for the removal of each existing building on each lot (see 18.64 for demolition provisions). As part of the demolition application, the construction waste management provisions of 21A.36.250 apply.
- See 21A.26.070 for general and specific regulations of the CG zoning district and including setbacks, height, etc.
- See 21A.36.250 for a permanent recycling collection station for buildings constructed after 1995.
- See 21A.36.250 for demolition and for new construction waste management plan requirements. The Waste Management Plans shall be filed by email to the Streets and Sanitation Division at constructionrecycling@slcgov.com at the time of application for permit. Questions regarding the waste management plans may be directed to 801-535-6984.
- See Table 21A.37.060 for Design Standards for the CG zoning districts.
- See 21A.40 for Accessory Uses, Buildings and Structures, and including ground mounted utility boxes, fences and gates.
- See 21A.44.30 for parking and maneuvering, with parking calculations provided that address the minimum parking required, maximum parking allowed, number provided, bicycle

parking required/provided outside of the building and within 50' of the principle entry and any method of reducing or increasing the parking requirement.

- Any park strip tree removal/protection/planting will need to be evaluated by Urban Forestry.
- See 21A.48 for landscaping, including park strip landscaping and front yard landscaping.

Fire (Douglas Bateman):

- Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into; and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. Approved is defined as height of structure X 70% + 4 feet.
- Alternate Means and Methods may be necessary for NFPA 13D system in every dwelling in this space cannot be provided from the property line to the face of the building
- Fire apparatus access roads shall have an unobstructed width of not less than 20 feet for buildings 30-feet or less, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches. Buildings greater than 30 feet shall have a road width of not less than 26 feet. Fire apparatus access roads with fire hydrants on them shall be 26-feet in width; at a minimum of 20-feet to each side of the hydrant in the direction of road travel.
- Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus (80,000 pounds) and shall be surfaced to provide all-weather driving capabilities.
- The required turning radius of a fire apparatus access road shall be the following: Inside radius is 20 feet, outside is 45-feet
- Buildings or portions of buildings constructed or moved into or within the jurisdiction is more than 400 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
- Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
- Aerial fire apparatus access roads shall be provided where the highest roof surface exceeds 30 feet measured from grade plane. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater. Some exceptions have been added by SLC; those can be obtained from this office.
- Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders. Aerial access routes shall be located not less than 15 feet and not greater than 30 feet from the building and shall be positioned parallel to one entire side of the building.
- Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building

Transportation (Michael Barry):

Provide parking calculations per 21A.44 including minimum parking requirements for ADA (21A.44.020.D), passenger vehicles (21A.44.030.G), electric vehicles (21A.44.050.B.2) and bicycle parking (21A.44.050.B.3); show the locations of all types of parking clearly on the site

plans. The parking layout should meet the requirements of 21A.44.020. The driveway approaches should be separated by at least 100 feet. Show the required ten-foot (10') sight distance triangle at the egress of the parking structure per 21A.40.120.E.4.

Public Utilities (Jason Draper):

- Public Utility permit, connection, survey, and inspection fees will apply.
- All utility design and construction must comply with APWA Standards and SLCPU Standard Practices.
- All utilities must be separated by a minimum of 5' horizontally and 12" vertically. Water and sewer lines require 10' minimum horizontal separation and 18" minimum vertical separation.
- Streetlights may be required at a 150-200 foot spacing. The exact type of light will be determined at time of review.
- Parcels must be consolidated prior to permitting.

Water

- The water main in 1700 S is a 12" ductile iron pipe built in 1976. The properties have four water meters.
- One culinary water meter and one fire line are permitted per parcel. If the parcel is larger than 0.5 acres, a separate irrigation meter is also permitted. Each service must have a separate tap to the main.

Sewer

- The sewer main in 1700 S is a 21" vitrified clay pipe built in 1939. The properties have 3 sewer laterals.
- Applicant must provide sewer demand calculations to SLCPU for review. The expected maximum daily flow (gpd) from the development will be modeled to determine the impacts on the public sewer system. If one or more reaches of the sewer system reach capacity as a result of the development, sewer main upsizing will be required at the property owner's expense. Required improvements on the public sewer system will be determined by the Development Review Engineer. A plan and profile and Engineer's cost estimate must be submitted for review. The property owner is required to bond for the amount of the approved cost estimate.

Stormwater

- Site stormwater must be collected on site and routed to the public storm drain system. Stormwater cannot discharge across property lines or public sidewalks.
- If the construction area is over one acre, stormwater detention is required. The allowable release rate is 0.2 cfs per acre. Detention must be sized using the 100-year 3-hour design storm using the farmer Fletcher rainfall distribution. Provide a complete Technical Drainage Study including all calculations, figures, model output, certification, summary and discussion.

Projects larger than one acre require that a Stormwater Pollution Prevention Plan (SWPPP) and Technical Drainage Study are submitted for review.

Flood Plain

- Submit the building elevations to show they are above the 100-year flood elevation.
- Please contact Jason Draper at (801) 483-6751 to initiate the flood plain permit process.

ATTACHMENT C: Planning Commission Meeting Minutes

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SALT LAKE CITY PLANNING COMMISSION MEETING
City & County Building
451 South State Street, Room 326
Salt Lake City, Utah 84111
Wednesday, May 11, 2022

A roll is being kept of all who attended the Planning Commission Meeting. The meeting was called to order at approximately 5:30 pm. Audio recordings of the Planning Commission meetings are retained for a period of time. These minutes are a summary of the meeting. For complete commentary and presentation of the meeting, please visit <https://www.youtube.com/c/SLCLiveMeetings>.

Present for the Planning Commission meeting were Chairperson Amy Barry, Vice-Chairperson Maurine Bachman, Commissioners, Levi de Oliveira, Brenda Scheer, Aimee Burrows, Andra Ghent, Rich Tuttle, Adrienne Bell, Andres Paredes, and Mike Christensen. Commissioner Jon Lee was excused.

Planning Staff members present at the meeting were Planning Manager Kelsey Lindquist, Planning Manager John Anderson, Deputy Director Michaela Oktay, Senior City Attorney Paul Nielson, Principal Planner Aaron Barlow, Senior Planner David Gellner, Associate Planner Michael McNamee, Senior Planner Sara Javoronok, Planning Manager Wayne Mills, and Administrative Assistant David Schupick.

REPORT OF THE CHAIR AND VICE CHAIR

Chairperson Amy Barry stated that the minutes for the previous Planning Commission meeting will be voted on in the next Planning Commission.

REPORT OF THE DIRECTOR

Deputy Director Michaela Oktay stated that attendees who parked under the library would be able to call the help desk through the ticket scanner to exit free of charge. She also stated that an agenda item will be added to a Planning Commission meeting in June to discuss the Commissioners' roles in citywide priorities and petition initiation.

Chairperson Amy Barry asked if the Commissioners would be able to have time after that meeting to ask a few questions. Michaela Oktay stated that the purpose of the planned presentation, was to give information and answer any questions.

PUBLIC HEARINGS

Affordable Housing Incentives - The Mayor, at the request of the Planning Division, initiated amendments to the zoning ordinance regulations regarding affordable housing. The proposal would permit various incentives when affordable housing is provided. The incentives include administrative Design Review and additional building height in various zoning districts, Planned Development requirement modifications, removal of the density requirements in the RMF zoning districts, and additional dwelling types in various zoning districts. The proposed amendments involve multiple chapters of the Zoning Ordinance. Related provisions of Title 21A Zoning amended as part of this petition. The changes would apply Citywide. (Staff contact: Sara Javoronok at 801-535-7625 or sara.javoronok@slcgov.com) **Case number PLNPCM2019-00658**

Senior Planner Sara Javoronok reviewed the petition as outlined in the staff report. She stated that this would be the first of two hearings prior to a Commission vote on a recommendation. She added that the issue of ADUs had not been addressed in the staff report because they are already permitted based on family size.

Commissioner Brenda Scheer asked for clarification on the ordinance that states the property owner must live in the house in order to have an ADU built on the property, while under this proposal, owner occupancy is not required in the case of a house converted to two dwellings.

Sara Javoronok confirmed that a duplex does not have the same owner occupancy requirements.

Commissioner Brenda Scheer asked whether she could avoid the owner occupancy rule if she were to construct an affordable housing unit in her back yard and then convert her main house into a duplex by converting her garage into an apartment.

Sara Javoronok stated that staff has held internal discussions on the definition of a cottage home and that the review should be communicated to the Commission. She also said that not every external unit meets the definition of a cottage home.

Chairperson Amy Barry stated that this discussion might be the basis for potential revisions.

Commissioner Andra Ghent stated that she believes some rezoning is better than none, but that more “upzoning” is needed. She stated that increased supply in the housing market will lower prices. She also stated that the complexity of some zoning rules hinders developers, especially those from out-of-state who might be able to build more cheaply. She further stated that there is an equity issue because the historic districts do not need to provide affordable housing, and she wants the Commission to consider repealing that exemption.

Commissioner Brenda Scheer asked for clarification on whether projects in historic districts are entirely exempt from affordable housing requirements or whether the Historic Landmarks Commission has the authority to approve new projects.

Sara Javoronok stated that new projects could be approved the Historic Landmarks Commission. She also stated that there could be some properties in historic districts such as vacant lots, or non-contributing properties, that are not subject to the same standards and guidelines as contributing properties. Commissioner Brenda Scheer commented that contributing properties are very hard to tear down.

Chairperson Amy Barry stated that historic overlays do not come before the Planning Commission because they go before the Historic Landmarks Commission.

Commissioner Adrienne Bell asked for clarification on whether most affordable housing restrictions would be enforced through deed restrictions. Sara Javoronok confirmed that they would be enforced through deed restrictions, and that staff is looking at examples of what has been done in other communities. However, she stated that staff needed direction from the commission on what changes are favored before

addressing the “mechanics” of how to implement the changes. Commissioner Adrienne Bell stated that administrating the deed restrictions will be a huge administrative burden for the City.

Chair Amy Barry asked whether there were other mechanisms that other communities use beyond deed restrictions. Sara Javoronok stated some projects have federal programs that have monitoring as part of their projects.

Commissioner Brenda Scheer asked for clarification on whether financial qualifications will be enforced on those who live in the affordable homes. She expressed concern that offering an approved rate may not be the same as qualifying the occupant, and that current language is not clear. Sara Javoronok stated that there will be enforcement for deed restrictions and that the restrictions will be tied to income restrictions.

Commissioner Brenda Scheer stated that the City is not enforcing the illegal ADU short term rentals on third party sites such as Airbnb and Vrbo. She stated that she recently counted 1500 such units within the City.

Commissioner Andra Ghent asked if there is a cost estimate for this proposal.

Commissioner Rich Tuttle asked whether there are any studies from other cities that can give some insight into how much these incentives have helped affordability. Sara Javoronok stated that there are cities that have similar incentives, but they have different circumstances to Salt Lake City.

PUBLIC HEARING

Chairperson Amy Barry opened the public hearing after explaining the rules of public comment.

- Janet Hemming, Yalecrest Community Council, stated they are opposed to the applications. There was low public participation during the planning phase because of COVID. The Community Council favors affordable housing but feels that this proposal needs more review. One concern is that models are taken from cities very unlike Salt Lake City.
- Judy Short, Sugar House Community Council, stated opposition to the application. They feel that housing is too expensive, and wages are too low. Those most in need will not be served. Also, planners take pictures of available parking during the workday, so parking availability is unrealistically portrayed.
- Nigel Swaby, Fair Park Community Council, stated opposition to the application. This Council believes that the affordability problem is a city-wide problem. Districts two, four, and five will see an increase in rental units, although they already have most of the City’s rental units. A better solution would be to stimulate investment in neighborhoods like Fair Park and allow houses in areas not currently zoned for them.
- Amy J Hawkins, Ballpark Community Council, stated opposition to the application. The area is 79 percent renters. They wish to encourage more single-family homes. A crime deterrence is long-term residency. Also, there are financial benefits to ownership
- Brian Burnette, Foothill Sunnyside Community Council expressed concerns about the effect on single-family homes. This Council fears that the area will become a college student rental area.

People have purchased homes in the area because of its zoning. Salt Lake City cannot enforce affordable housing rules. Also, the parking restrictions will add to an existing problem.

- William Metcalf stated opposition to the petition. Chose his home because of the zoning.
- Josh Memmot for Wasatch Tenants stated opposition to the petition.
- Bryn Dayton stated opposition to the petition.
- James Lewis supports an emphasis on density along transit corridors but no other elements of the petition.
- Steve Littlefield stated opposition to the petition.
- Cydney Cromer stated opposition to the petition.
- Elizabeth Littlefield stated opposition to the petition.
- Jakey Slolo stated opposition to the petition.
- Abbie Hoffman stated opposition to the petition.
- Ben La Riviere stated opposition to the petition.
- Jenny Pulsipher stated opposition to the petition.
- Anne Tanner stated opposition to the petition.
- Cesar Hernandez stated support for the petition.
- Ransom Smith stated opposition to the petition.
- Michael Valentine stated opposition to the petition.
- David Newlin stated opposition to the petition.
- Jamison Hayes stated opposition to the petition.
- Landen Farmer stated opposition to the petition.
- Alex Pursell stated opposition to the petition.
- Thea Brannon stated opposition to the petition.
- Ben Ofisen stated opposition to the petition.
- Devin Warsen stated opposition to the petition.
- Brooks stated opposition to the petition.
- Jim Webster stated opposition to the petition.
- Malissa Hunt stated opposition to the petition.
- Jody Nelson stated opposition to the petition.
- Matt Theis stated opposition to the petition.
- Meagan Copecky stated opposition to the petition.
- Lynn Shorts stated opposition to the petition.
- Jason Barlow stated opposition to the petition.
- Judy Shots stated opposition to the petition.
- Jane Lindquist stated opposition to the petition.
- Chad Whitaker stated opposition to the petition.
- John Ribbons stated opposition to the petition.
- Crystal Ruds stated opposition to the petition.
- Jared Stauter stated opposition to the petition.
- David Berg stated opposition to the petition.
- Cristine Carver stated opposition to the petition.
- Monica Heming stated opposition to the petition.
- Paul Nasaka stated opposition to the petition.

Chairperson Amy Barry read comments from Monica Hilding, Jessica Ikebauer, Paul Metucca, Norman Yonkers, Arlo M, Allen Cunningham, Barb Schultz, Phyllis S, Leeann Welch Brunette, Mary Catherine Yonker, Susan Olson, Holden Holloway, Abby Minkler, Paul Flood, John Whittach, Amanda Andreas, all

in opposition. Jan Jinelle, Jessica Hernandez, in support of the petition. Dannon Rampton encouraged “responsible development.

Comments in opposition to the petition received via email from Rick Gregory, Heidi Middleton, Heidi Belka read by Planning Division staff member John Anderson.

Chair Barry closed the public hearing.

Chair Barry asked whether Sara Javoronok had comments she would like to make. No comments were offered.

Chairperson Barry asked for clarifications about tax breaks for developers in this petition. Sara Javoronok said there were none. Amy Barry asked for clarification on the terms “low, middle, and high density.” Sara Javoronok stated that a multi-family dwelling is three or more units. Proposed definitions are for three family dwellings and four family dwellings. Different master plans define median and high density differently. However, this proposal would not recommend additions that would change area designations to high density.

Chairperson Barry asked for clarifications on any loopholes. Sara Javoronok said she is not aware of any public comments identifying loopholes.

Chairperson Barry stated that she agrees that “80% AMI is way too high.” She requested a reconsideration to decrease the percentage of AMI and increase the number of units subject to AMI requirements. She also stated that she would like to include housing vouchers in the incentive program.

Commissioner Adrienne Bell expressed concern about problems associated with mixing land use issues and housing programs especially because deed restrictions are the primary enforcement measure. She provided Park City as an example where they have affordability and workforce housing programs that are managed by deed restrictions and stated that they can be cumbersome to work with.

Commissioner Ghent stated that she agrees with Commissioner Bell in that it may not be a Land Use issue, but she has heard of other places that the housing vouchers are problematic. She felt that the City could do something about the issue although she was unclear on the specifics of that process. She suggested that some entity within the City, other than the Planning Division should work with Utah Housing Corp., particularly because federal funds are involved and feeling that the vouchers are the best way of addressing affordability.

Chair Barry asked Planning staff for responses to the concerns expressed by Commissioners to be presented at the next meeting.

Commissioner Brenda Scheer stated that some things in the petition need more attention. She noted that all neighborhoods represented in the public comment were opposed to additional types of housing being introduced to their neighborhoods. She stated that smaller lot sizes are unlikely to be a problem provided

that the issue of minimum unit size is addressed. She agreed with Chair Barry's position that 80% of AMI is "meaningless" but said that more incentives are needed to encourage ADUs.

Commissioner Burrows asked for more clarifications on regulations on SRO's. Sara Javoronok explained that SROs are not part of this petition, but that they may have been listed on the same flier, which caused confusion.

Commissioner Brenda Scheer asked for confirmation that the Planning Commission has previously passed an SRO proposal and that it is now before the City Council. Sara Javoronok confirmed that that was the case.

Commissioner Burrows asked whether existing standards include a minimum unit size. Sara Javoronok stated that they do not, however, there is a proposal in the RMF zoning district for a maximum of 25 percent of the units could be 500 square feet or less. Commissioner Burrows also asked for clarification about whether a mixture of sizes is allowed. Sara Javoronok said that units must be of similar size.

Commission Amy Barry asked about improving enforcement of ADU and short-term rentals. Staff explained that they are constrained by state law in their enforcement but can sometimes take action based on neighbor complaints.

Amy Barry stated that she understands that some issues are not in the Planning Commission's legal preview, but the information is helpful.

Commissioner Andreas Paredes stated that four issues need to be part of the record of his perceptions of the proceedings: 1. developers seem to have "an upper hand" in the City, 2. the definition of "affordable" is questionable, 3. the Commission should understand how enforcement works, 4. the Commission should confirm whether the City can put caps on rent prices.

Commissioner Mike Christensen stated he agreed with Commissioner Paredes and that his concerns are the high AMI requirement and enforcement problems.

Sara Javoronok was asked whether she had comments. She said that she had no immediate responses.

Commissioner Andra Ghent stated that it is her understanding that landlords have to "opt into" housing vouchers. Commissioner Ghent asked whether, while working with Utah Housing Corp., some sort of voucher requirement could be made for certain landlords. Sara Javoronok stated that she would investigate that issue

Sara Javoronok asked about a position on the TSA core areas. Amy Barry stated that the TSA zones are "underperforming", specifically on 4th South, and therefore, she would have no problem reviewing that area.

Commissioner Brenda Scheer would like to see "the math" on the square footage price for units. She made the point that setting percentage requirements must be based on an understanding of profitability

which requires input from successful developers. Sara Javoronok said that “some math” has been done, but clearly, more review is needed before lowering AMI percentages.

Commissioner Amy Barry stated that she has noticed an increase in parking rates for rental units.

Commissioner Burrows reiterated the concern that there be a clear distinction between income restrictions and low-priced units. Sara Javoronok stated that the proposal is for income restrictions.

Commissioner Barry asked for clarification on whether she is allowed to close the public comment. The City Attorney present stated that by closing the public comment on the old proposal, a new public comment period at a subsequent meeting would address the new proposal.

MOTION

Commissioner Mike Christensen moved that the petition be tabled.

Commissioner Brenda Scheer seconded the motion.

Commissioners Maurine Bachman, Levi de Oliveira, Brenda Scheer, Aimee Burrows, Andra Ghent, Rich Tuttle, Adrienne Bell, Andres Paredes, and Mike Christensen voted “yes”.

The motion passed unanimously.

The commission took a 5-minute break to reconvene at 8:24 PM

Modifications to The Harvey Planned Development and Design Review at approximately 501, 511, and 515 East 2700 South – A request by Alina Kowalczyk of Babcock Design, representing the property owners, for approval of modifications to earlier Planned Development and Design Review approvals to develop a mixed-use building with one commercial unit and 14 residential units. The applicant received Planned Development and Design Review approvals from the Planning Commission on February 9, 2022. Since that time, the applicant has modified their design including changes to approved exterior building materials, building height, building setbacks, and removal of sunken patios and external staircases. In accordance with sections 21A.55.100 and 21A.59.080, these types of modifications to the approved Planned Development and Design Review plans require approval from the Planning Commission. The project is located within Council District 7, represented by Amy Fowler. (Staff contact: Sara Javoronok at 801-535-7625 or sara.javoronok@slcgov.com) **Case numbers PLNPCM2021-01092 and PLNPCM2021-01254**

Senior Planner Sara Javoronok reviewed the petition as outlined in the staff report. Revisions of this previously approved plan are based on rising expenses. Changes in height and materials mandate review by the Planning Commission.

Dave Anderson and Tyler MacArthur of Babcock Design Group and Alec Meyers Alina Kowalchek representing the owner gave a formal presentation on additional changes they are requesting because of the cost of building supplies. The project is for 14 units. The walk-out patios on one side of the building will no longer be part of the design.

PUBLIC HEARING

Chairperson Amy Barry opened the public hearing.

- Judy Short from Sugar House Community Council stated opposition to the petition primarily because of a lack of parking, but also because the alleyway would receive more traffic trying to avoid the 2700 South intersection. She recommends improvement—either paving, or some sort of leveling. She repeated her prior objection to the project, that parking is insufficient. She stated that the redesign makes the building look more like a multiplex, rather than individual condos. She suggested reducing costs by building fewer units. She commented that the sunken patios were the best features of the project.
- Lynn Schwartz stated opposition to the petition.

Chairperson Amy Barry read stated opposition on the comment cards of Martin Newbold and Darrell Nash both in opposition of the petition and then closed the public hearing.

The applicants stated that they didn't want to change the look of the building and explained that they had only eliminated three of the stairways to the sunken patio area on the west side. Since there was never street access, the developer does not feel that the appearance has been significantly changed. Also, a door has been added to the design.

Commissioner Amy Barry stated that she feels the alley is very drivable. She does not consider the development to be high-density problem and doesn't think alley traffic will be an issue. The applicants stated that they are paving about half of the alley.

MOTION

Commissioner Brenda Scheer stated, "Based on the findings and analysis in the staff report, testimony, and discussion at the public hearing, I move that the Planning Commission approve the requested modifications to the previously approved Planned Development and Design Review (Petitions PLNPCM2021-01092 and PLNPCM2021- 001254) for The Harvey."

Commissioner Mike Christensen seconded the motion.

Commissioners Andra Ghent, Adrienne Bell, Rich Tuttle, Maurine Bachman, Levi de Oliveira, Andres Paredes, Mike Christensen, Brenda Scheer, Aimee Burrows, and Brenda Scheer voted "yes".

The motion passed unanimously.

Modification to the Sugar House Heights Planned Development at 2660 S Highland Drive – Clint Larson, representing the property owner (Ivory Homes, LTD) is requesting approval of a modification to the previously approved planned development. The Planning Commission approved a four-lot single-

family residential planned development and subdivision called Sugar House Heights on September 26, 2018. Two of the four lots have frontage along Highland Drive and the Planning Commission approved specific designs for the homes on those lots. The single-family home on Lot 1 has been constructed. The applicant is requesting approval to change the design of the home on Lot 2. The request is considered a major modification pursuant to Section 21A.55.100 of the Zoning Ordinance and requires Planning Commission approval. (Staff Contact: Wayne Mills at 801-718-9431 or wayne.mills@slcgov.com) **Case Number: PLNSUB2017-01027**

Commissioner Andra Ghent excused herself from this next item to avoid the appearance of a conflict of interest.

Planning Manager Wayne Mills explained that the Sugar House Heights Planned development is a four-lot subdivision previously reviewed by the Planning Commission. The Planning Commission requested revisions to plans for lots 1 and 2 and subsequently approved revisions and the project. Construction of the homes on lots 1,3, and 4 is underway. Plans for lot 2 require review by the Commission because of a change in the design of the home. The current applicant is Ivory Homes-- the current owner of the development.

The applicant Clint Larsen of Ivory Homes stated that Ivory Homes is implementing green building concepts and summarized the changes in the design, as well as the reasons for the design change.

PUBLIC HEARING

Chairperson Amy Barry opened the public hearing and read the comment card of Judy Short representing Sugar House Community Council stating opposition to the petition because the design does not fit the neighborhood.

Chairperson Amy Barry then closed the public hearing having received no other comment cards.

Commissioner Brenda Scheer stated that she had visited the site and found that fit nicely with the neighborhood.

MOTION

Commissioner Adrienne Bell stated, “Based on the information in the staff report, the information presented, and the input received during the public hearing, I move that the Planning Commission approve the modification to lot 2 of the Sugar House Heights Planned Development, project number PLNSUB2017-01027.”

Commissioner Maurine Bachman seconded the motion.

Commissioners Maurine Bachman, Levi de Oliveira, Brenda Scheer, Aimee Burrows, Rich Tuttle, Adrienne Bell, Andres Paredes, and Mike Christensen voted “yes”. The motion passed unanimously.

The Row at Ballpark Planned Development at approximately 367 W 1700 S - Jarod Hall of Di'velept Design, representing the property owner, has requested Planned Development approval to construct a rowhouse-style multi-family development at approximately 367 West 1700 South. The applicant is requesting Planned Development approval to allow the construction of four (4) buildings that would not front the street (1700 South). The subject property is located within the CG General Commercial Zoning District and Council District 5, represented by Darin Mano. (Staff contact: Aaron Barlow at 801-535-6182 or aaron.barlow@slcgov.com) **Case number PLMPCM2021-01241**

Principal Planner Aaron Barlow reviewed the petition as outlined in the staff report. He noted that the development is next to Costco. The neighborhood has several warehouses, but staff anticipates other similar apartment complexes in the future. Staff recommends approval because the project meets planned development standards, generally meets relevant zoning standards, and the requested modifications appear to allow for an enhanced product.

The applicant Jared Hall stated the project matches the development pattern of the area.

Commissioner Mike Christensen asked why commercial wouldn't be viable for the build.

Jared Hall stated that most existing commercial businesses in the area are not doing well. He thinks that this is because there are not enough residents living nearby and that projects like this will benefit existing businesses.

Chair Amy Barry stated that she liked the enclosed fencing for individual units along 1700 South but would like clarification on whether added lighting is planned. Aaron Barlow stated that there is a lighting plan in the staff report that is not shown on the rendering included with the presentation.

Commissioner Andra Ghent asked whether the owner intends to use green grass as shown in the rendering. Mr. Hall stated that the rendering does not include the proposed water-wise landscaping.

PUBLIC HEARING

Chairperson Amy Barry opened the public hearing.

Chairperson Amy Barry closed the public hearing, seeing no one wished to speak.

Commissioner Brenda Scheer asked for clarification as to whether the Ball Park Community Council had expressed any objections when Mr. Hall had made his presentation. The applicant stated that there had been no objections to the proposal, but there were concerns about the adjacent access drive to Costco, which would be undisturbed by construction or future residents.

MOTION

Commissioner Aimee Burrows stated, "Based on the information in the staff report, the information presented, and the input received during the public hearing, I move that the Planning Commission approve the Planned Development request for the Row at Ballpark located at approximately 367 West 1700 South as proposed."

Commissioner Mike Christensen seconded the motion. Commissioners Maurine Bachman, Levi de Oliveira, Brenda Scheer, Aimee Burrows, Andra Ghent, Rich Tuttle, Adrienne Bell, Andres Paredes, and Mike Christensen voted “yes”.

The motion passed unanimously.

Black Pearl Planned Development at approximately 968 W Quayle Avenue - TAG C-Group, LLC, the property owner, has requested Planned Development approval to construct a rowhouse-style multi-family development at approximately 968 W Quayle Avenue. The applicant is requesting Planned Development approval to allow the construction of nine (9) curb cuts that would be spaced closer together than 100 feet apart, fronting Pearl Street. The subject property is located within the CG General Commercial Zoning District and Council District 2, represented by Alejandro Puy. (Staff contact: Michael McNamee at 801-535-7226 or michael.mcnamee@slc.gov.com) **Case number PLMPCM2021-01306**

Associate Planner Michael McNamee reviewed the petition as outlined in the staff report. Staff is recommending denial of the request. Pearl Street is narrow. Driveways would be nine curb cuts four feet apart, rather than the standard 100 feet. The configuration of the curb cuts and short driveways would discourage pedestrian activity. He stated that the “streetscape would be overwhelmingly oriented to motor vehicles.” This is the second phase of a larger development.

Michael McNamee further stated that the Glendale Community Council has provided a letter of support following a presentation from the developer. One public comment received by staff supported the project as a buffer to the adjacent commercial property, a second comment was opposed based on the negative impact for pedestrians. A new design change to the garage doors was presented to staff today and has not been reviewed by staff.

Commissioner Andra Ghent asked for clarification about the length of the driveways and whether there would be effectively no sidewalk if a car were to park on it. She asked whether there were similar developments in Salt Lake City. Commissioner Burrows stated that there is a problem in the Avenues for houses with short driveways. Commissioner Bachman stated that she has encountered such problems when walking her dog.

Commissioner Tuttle asked how long a driveway would need to be to accommodate a car and leave pedestrian space. Michael McNamee stated that the necessary length would be 17 feet six inches.

Planning Manager Kelsey Lindquist stated that there are new developments in the Capital Hill area that have the problem of short driveways and extra curb cuts.

Jordan Atkin and Kyle Griffin for applicant TAG SLC discussed the proposed site plan with renderings. Mr. Atkin added that his company’s plan for the former Raging Waters site is currently before the City Council. He stated that he has also spoken with developers of a nearby housing development and believes that housing is needed in the area. He does not think that pedestrian concerns are pertinent

because no sidewalk exists currently. Also, it was his understanding that driveway length regulations pertained to commercial, rather than residential developments.

Commissioner Brenda Scheer asked for clarification on why there was no door to the landscaped area. Mr. Atkin said that a door could be easily added, but the first level was exclusively for parking.

Commissioner Aimee Burrows expressed concern about the lack of sidewalk space combined with the fact that the driveways would be street-facing. She stated that the nearby townhome property is very attractive, and that is partly because of the garage access is in the rear. She added that there may be no current pedestrian problem, but it will become inevitable with more development--residents will want to use the sidewalk.

Mr. Jordan responded that, while not ideal, the proposal was “the best we could do given the parameters.”

Aimee Burrows asked whether unreviewed design changes mentioned in the staff report would be part of the vote. Michael McNamee responded that the change was to the garage door design.

Commissioner Andreas Paredes asked for clarification on the meaning of the three-foot difference in the driveway length. Michael McNamee stated that the driveway could not be counted as part of the development’s parking requirements.

Chairperson Amy Barry opened the public comment period, but having no cards, emails, or audience requests for comment, she then closed the public comment period and returned to Commission comments.

Chairperson Barry stated that she agreed that projects should be evaluated based on “what will come,” or “what we are trying to build,” The front facing garages are not compatible with that goal.

Commissioner Brenda Scheer stated that she would prefer to preserve greenspace because the alternative is a smaller footprint building with fewer units. Since this is a “for sale” property she wants to “maximize the number of units.” She also stated that the current 14-foot length would accommodate most vehicles.

Commissioner Andra Ghent stated that she is bothered by the possibility of a blocked sidewalk but has “mixed feelings” about how often that would be the case.

Commissioner Christensen stated that it is a short, low traffic street.

MOTION

Commissioner Adrienne Bell stated, “Based on the findings in the staff report, the information presented, and the input received during the public hearing I move that the Planning Commission approve the Planned Development Petition PLMPCM2021-01306 as proposed because evidence

has been presented that demonstrates that the proposal complies with the following standards: that the staff report concludes the application meets two objectives stated in the planned development section, and that the plan will result in a more enhanced development than would be achieved through strict application of zoning because it allows for an increase in density, provides for more units--and a greater variety of units in terms of size--encourages the efficient use of land development, and reinvestment on an underutilized parcel. I would add the condition that doors be added to allow access to the greenspace in the rear of the property.”

Commissioner Scheer seconded the motion.

Commissioners Maurine Bachman, Brenda Scheer, Aimee Burrows, Andra Ghent, Rich Tuttle, Adrienne Bell, Andres Paredes, and Mike Christensen voted “yes”.

Commissioner Aimee Burrows voted “no.”

Commissioner Levi de Oliveira abstained because of his position on the Glendale Community Council.

The motion passed.

Volunteers of America Large Group Home - Conditional Use at approximately 1875 S Redwood Road - Volunteers of America (VOA) is requesting Conditional Use approval for a new clinical detoxification/recovery facility to be located on the first floor of an existing building at the above stated address in the CC – Corridor Commercial zoning district. The proposed use will consist of a dorm style in-patient facility with 24-hour supervision, a commercial kitchen providing meals for clients, and counseling and medical services provided for up to 165 individuals staying at the facility. The use is classified as a Dwelling - Large Group Home and is allowed as a Conditional Use in the CC zoning district. The property is located within Council District 2, represented by Alejandro Puy. (Staff contact: David J. Gellner at 801-535-6107 or david.gellner@slcgov.com) **Case Number PLNPCM2022-00019**

Senior Planner David Gellner reviewed the petition as outlined in the staff report. He informed the Commission that 20-25 facility staff would be on-site at any one time. He reported that the management, security, and operations plan should mitigate any detrimental impacts associated with the detoxification group home facility. Zoning standards have been met and the project is compatible with the neighborhood. Staff recommended approval with two conditions: compliance with other City regulations and compliance with the VOA’s submitted management, security, and operations plan.

Applicant representatives Sue Ativalu, Dennis Ferris and Kathy Bray gave a formal presentation. They identified the functions of VOA and the need for the facility and emphasized that they had reached out to the community including Poplar Grove and Glendale Community Councils.

Chairperson Barry called for Commissioner questions.

Commissioner Levi de Oliveira commented that he lives near the planned facility and noted that promises regarding security measures have been made on similar facilities with dubious success. He said, "I just don't think that the neighborhood can handle that."

Ms. Bray stated that the site was chosen based upon property availability, price, and location, later adding that the facility would have a very "structured" program with limited release time "...so they really don't go anywhere." Mr. Ferris stated that problems tied to detox facilities differ from those of the homeless services existing in Commissioner de Oliveira's neighborhood. He stated that the VOA detox facility in the Ball Park neighborhood has existed for over 35 years with "virtually no problems."

Commissioner Scheer asked how patients are admitted.

Mr. Faris stated that the program is a voluntary 30-day residential program. Prior to COVID the program was for a shorter time period to accommodate more people. He said that COVID restrictions have changed the program, and improved outcomes, but increased the need for more space. Some people are referred by police to avoid jail or by hospitals upon discharge, but many patients appear independently.

Commissioner de Oliveira's related problems with violence tied to the Fortitude half-way house in his area. Mr. Faris stated that the programs are differ in multiple ways, but particularly because the Fortitude facility is court-referred. Ms. Bray added that most patients leave the VOA program and go to treatment, which has become more available in recent years because of Medicaid expansion and other initiatives.

Commissioner Tuttle asked what happens after release. The VOA representatives stated multiple possibilities but added that case management has become more effective now that the program is 30 days.

PUBLIC HEARING

Chairperson Amy Barry opened the public hearing.

- Brennan Moss speaking as the attorney for a nearby business owner stated opposition to the petition.

Chairperson Amy Barry closed the public hearing.

Chairperson Barry stated that state law obligates the Commission, after identifying detrimental factors, to hold to a standard of "reasonable mitigation," not "fully mitigating."

Commissioner Paredes asked for responses to additional items brought up from the public comment.

Mr. Faris said that the smoking issue raised by Mr. Moss could be easily managed because the facility parking lot is extremely large. He explained that previous owner used the building as the Zion's Bank call center, but the number of people in the building under VOA ownership will be smaller, and there are many

possibilities for using the parking lot including segregated male and female smoking areas. The concern of loitering could be managed in a similar way with the possible exceptions of passersby. Ms. Bray stated that the security camera system should address that issue.

Chairperson Barry asked applicants for comments on the community advisory councils mentioned in the staff report. Mr. Faris stated that the VOA currently uses such groups in the other communities in which it operates, and that residents and business owners would be welcome.

Commissioner Scheer questioned why no landscaping, or fenced smoking areas were indicated.

Senior Planner David Gellner responded that change of use on an existing building does not require landscaping plans.

Commissioner Scheer would like to see planning address that aspect on projects. There would be a benefit to both residents and the neighborhood.

Dennis Faris stated that the building is flanked by a golf course and the Jordan River Parkway. Landscaping the Parking lot has not been a VOA priority. Ms. Bray stated that she appreciated the need for a pleasant environment and stated that the other VOA facility does have a small garden area. She indicated that the project architect was present and that they would review the issue.

Commissioner Burrows asked whether the VOA would occupy the entire building. Ms. Bray indicated that it is possible that a small part of the building will be rented to another program.

Commissioner Burrows commented that both the City Council member, and the Community Council chair representing the Ball Park area had been recently quoted as praising the problem free operations of the VOA detox facility in that area.

MOTION

Commissioner Andra Ghent stated, “Based on the analysis and findings in the staff report, the information presented, and the input received during the public hearing, I move that the Planning Commission approve Conditional Use application PLNPCM2022-00019 - Conditional Use for the Volunteers of America Large Group Home subject to the conditions listed in the staff report as follows:

- a. Compliance with all other City Department Conditions & Requirements**
- b. Adoption of and adherence to the procedures and principles outlined in the Management, Security and Operations Plan included in the narrative submitted by the VOA as part of this application.”**

Commissioner Aimee Burrows seconded the motion.

Commissioners Maurine Bachman, Levi de Oliveira, Brenda Scheer, Aimee Burrows, Andra Ghent, Rich Tuttle, Adrienne Bell, Andres Paredes, and Mike Christensen voted “yes”.

Levi de Oliveira voted “no”.

The motion passed.

OTHER BUSINESS

Update to Policies and Procedures - The Planning Commission will consider changes to the policies and procedures of the commission. The proposed changes include addressing policies for electronic meetings, defining a quorum, and voting and the necessary formatting and numbering and correcting any grammar or spelling errors. The purpose of this proposal is to update the policies and procedures to comply with Utah Code requirements that go into effect on May 4, 2022. The Commission may discuss other changes to the policies and procedures at their discretion.

The Update to Policies and Procedures was postponed.

The meeting closed at 10:15 PM.

For Planning Commission agendas, staff reports, and minutes, visit the Planning Division’s website at slc.gov/planning/public-meetings. Staff Reports will be posted the Friday prior to the meeting and minutes will be posted two days after they are ratified, which usually occurs at the next regularly scheduled meeting of the Planning Commission.

ATTACHMENT D: Record of Decision Letter

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ERIN MENDENHALL
Mayor



DEPARTMENT of COMMUNITY
and NEIGHBORHOODS
PLANNING DIVISION

May 17, 2022

Jarod Hall
Di'velept Design
j@divelept.com

Sent via email

RE: Record of Decision for Petition PLNPCM2021-01241 - The Row at Ballpark at approximately 367 West 1700 South

Dear Mr. Hall:

On May 11, 2022, the Salt Lake City Planning Commission granted Planned Development approval for the property located at approximately 367 West 1700 South.

This Record of Decision is provided to you indicating the date action was taken, the decision of the Planning Commission including any approval conditions, the one-year time limit on the approval, the limitations on modifications to the plans, and the 10-day appeal period.

Project Description

The Planning Commission reviewed and approved the following project:

Jarod Hall of Di'velept Design, representing the property owner, has requested Planned Development approval to construct a rowhouse-style multi-family development at approximately 367 West 1700 South. The applicant is requesting Planned Development approval to allow the construction of four (4) buildings that would not front the street (1700 South). The subject property is located within the CG General Commercial Zoning District and Council District 5, represented by Darin Mano.

Conditions of Approval

The Planning Commission did not require any conditions related to the request.

Review Process Standards and Findings of Fact

The Planning Commission made specific findings related to the standards of review for Planned Developments as stated in Chapter 21A.55 of the Zoning Ordinance. The decision was also based on the purpose of the zoning ordinance, the purpose of the zoning district where the project is located, the information contained in the staff report, the project details provided by you, testimony from the public, and the discussion of the Planning Commission. Copies of this information will be made available online here: <https://www.slcc.gov/planning/planning-commission-agendas-minutes/>.

Modifications to the Approved Plans

To obtain a building permit, all plans must be consistent with the plans reviewed and approved by the Planning Commission. The plan approved by the Planning Commission constitutes the site design in relation to building placement and design, landscaping, mobility and circulation elements, and any elements that were approved as zoning modifications through the Planned Development process. Modifications to the plan requires an application to the Planning Division and the Planning Director can only approve narrowly defined minor modifications as listed in 21A.55.100B of the Zoning Ordinance. Any modification not listed as a minor modification requires approval by the Planning Commission.

One Year Time Limit on Approval

No planned development approval shall be valid for a period longer than **one year** from the date of approval unless a building permit is issued or a complete building plans and building permit

applications have been submitted to the Division of Building Services and Licensing. An extension of one year may be granted by the Planning Commission. Extension requests must be submitted in writing prior to the expiration of the planned development approval.

10-Day Appeal Process

There is a 10-day appeal period in which any affected party can appeal the Planning Commission's decision. This appeal period is required in the City's Zoning Ordinance and allows time for any affected party to protest the decision if they so choose. The appeal would be heard by the Appeals Hearing Officer. Any appeal, including the filing fee, must be submitted by the close of business on Friday, May 27, 2022.

The summary of action for the Planning Commission meeting is located on the Planning Division's website at: <https://www.slc.gov/planning/public-meetings/planning-commission-agendas-minutes/>.

If you have any questions, please contact me at 801-535-6182 or aaron.barlow@slcgov.com.

Sincerely,



Aaron Barlow
Principal Planner

cc: File

ATTACHMENT E: Public Process & Comments

Public Notice, Meetings, Comments

Notice of the public hearing for the proposal included:

- March 14, 2024
 - Public hearing notice mailed
 - Public notice posted on City and State websites and Planning Division list serve
- March 15, 2024
 - Public hearing notice sign posted on the property

Public Input:

Planning staff did not receive any comments regarding these modifications before publishing this report.