

SALT LAKE CITY LAND USE APPEALS HEARING OFFICER
DECISION ON APPEAL FROM ZONING ADMINISTRATOR’S DECISION
PLNAPP2026-00553
1200 S 2100 E
PUBLIC HEARING HELD AUGUST 20, 2026
DECISION ISSUED SEPTEMBER 8, 2026

The above matter is before me pursuant to an appeal from the Salt Lake City Zoning Administrator’s decision that Appellants are responsible to maintain the landscaping on the park strip immediately east of their property. Salt Lake City (“the City”) held a public hearing on August 20, 2026 where Daniel Echeverria and Katherine Pasker, on behalf of the City, Tupakk Renteria and Stephanie Barber-Renteria, the property owners and Appellants, and Benjamin Hamilton, on behalf of the Harvard Park Homeowners Association (“the HOA”), an adversely affected party, provided testimony and argument in support of their respective positions. Prior to the public hearing, I received a staff report (“the Staff Report”) provided by the City, which included attachments A through Z, and I also received, as part of the record, an initial, supplemental, and rebuttal brief provided by Appellants together with exhibits A through HH and an affidavit from Allen C. Johnson. I also received a brief by the HOA together with exhibits 1 through 4. Having considered the foregoing as well as Utah State Code, Salt Lake City Code, and applicable case law, I issue this decision affirming the City Zoning Administrator’s decision.

I. FACTS

This case concerns property owned by Appellants, which is identified as parcel 16-10-352-029-0000 in Salt Lake County (“the Appellant Property”), property owned by the HOA, which is identified as parcel 16-10-352-031-0000 (“the HOA Property”), and a park strip (“the Park Strip”) located in the 2100 E right-of-way adjacent to and directly east of the Appellant Property. The Appellant Property is a long, skinny parcel that runs along 2100 E in Salt Lake City and extends to Laird drive to the north. Appellants also own the property immediately west of the Appellant Property, located at 2074 E Laird Drive. These properties are roughly depicted in the satellite image below. The Appellant Property is outlined in yellow. The HOA Property is outlined in blue, and the Park Strip is outlined in red.



In August 1986, the Appellant Property and the HOA Property were owned by Donald Lloyd. On August 18, 1986, Dan Lofgren of Proswood Ltd (“Developer”) applied for a planned unit development to build a residential development that did not comply with all of the setbacks required in the then-existing zoning district. (Staff Report Attachment F). The Property description provided in Developer’s application included both the HOA Property and the Appellant Property as a single unit. (Staff Report Attachment F). After review by the City’s Board of Adjustment and Planning Commission, the Board of Adjustment conditionally granted a permit for the planned unit development on September 15, 1986 in Case 319-B (“PUD 319-B”). (Staff Report Attachment I). Among the conditions of the approval was the condition that the Board approve “the final plan including the landscaping plan.” (Staff Report Attachment I).

On September 16, 1986, Lloyd deeded the HOA Property to Harvard Park Corporation, the HOA’s predecessor in interest. (Appellants’ Exhibit G). On October 30, 1986, Lloyd sold the Appellant Property to David Peck, Appellants’ predecessor in interest in both the Appellant Property and the property located at 2074 Laird Drive. (Appellants’ Exhibit H).

On December 10, 1986, City planning staff sent a letter to Developer directing Developer to provide a landscape plan and irrigation plan showing plans for the entire strip between the existing stream concrete conduit and Laird Drive. (Staff Report Attachment K). Subsequently a landscape plan (“the Landscape Plan”) (Staff Report Attachment L) and irrigation plan (“the Irrigation Plan”) (Appellants’ Exhibit C-4) were approved on December 19, 1986. The drawings in both approved Plans show only the HOA Property and not more than a sliver of the Appellant Property and the Park Strip. However, both Plans have notes indicating that landscaping and irrigation will continue or extend to Laird Drive. Ultimately, Developer installed the landscaping and irrigation so that sprinklers watering the Park Strip and possibly the eastern edge of the

Appellant Property were controlled by the HOA. It is unclear from the evidence presented whether the landscaping or irrigation is installed only on the Park Strip or if some of it is also installed on the Appellant Property.

The first building permit for a home associated with PUD 319-B was issued by the City on December 23, 1986 (Staff Report Attachment M), and construction on the homes began. Due to construction of the first few homes, the plans changed, and the Board of Adjustments held a meeting on August 17, 1987 to discuss approval of the changes. (Staff Report Attachment N). During the meeting, Developer also indicated that he “would like to sell the triangular property to the north to the abutting property owners.” (Staff Report, Attachment N). Ultimately, the Board of Adjustments approved the change of plans as long as the triangular property to the north was not sold in order to preserve a cohesive development. (Staff Report, Attachment N). I find that the triangular property referred to is the portion of the HOA Property immediately east of the property located at 2050 E Laird Dr. This is because drawing a line from the southeast corner of that 2050 E Laird Dr to 2100 East creates a roughly triangle shaped parcel while under no circumstances can I describe the Appellant Property as a triangle. (See image on Page 2 of this Decision). Furthermore, the Board of Adjustments conditioned approval on Lloyd not selling the triangular property, yet the Appellant Property had already been sold by the time of this meeting, so they could not have been referring to the Appellant Property. Thus, the Appellant Property could not have constituted part of the “cohesive development” referred to by the Board of Adjustment at the August 17, 1987 meeting.

With Board of Adjustment approval of the changes, the Planning Commission approved the final plat of Harvard Park PUD Subdivision on August 27, 1987. (Staff Report Attachment P). The plat attached to the staff report for that planning commission meeting shows both the HOA Property and the Appellant Property in the plat. (Staff Report Attachment P). However, the plat that was ultimately recorded on October 1, 1987 did not include the Appellant Property. (Staff Report Attachment Q). A PUD subdivision declaration of covenants and restrictions (“the CC&Rs”) were recorded the same day as the plat. Like the plat, they included, and were recorded against, only the HOA property, not the Appellant Property. The CC&Rs indicated that the HOA would “maintain or cause to be maintained the landscaped areas including the park strip (area between the back of curb and the property line) to Laird Drive as outlined in the Salt Lake City Board of Adjustment case No. 319-B and the final landscaping plan approved by the Board.” The CC&Rs were approved as to form by the City, stamped with the City seal, and signed by Mayor DePaulis. (Staff Report Attachment R).

In December 2010, Appellants became the owners of the Appellant Property and the adjacent property at 2074 Laird Drive. (Appellants’ Exhibit K). In June 2012, Appellants rebuilt the fence on or near the east boundary of the Appellant Property, and in May 2014, Appellants

replaced their sprinkling system to water only their main yard and not any portion of the Park Strip. (Appellants' Initial Brief, Page 4, Paragraphs 10 & 11).

From 1987 until recently, the HOA has watered and maintained the Park Strip. However, in March 2025, the HOA informed Appellants that it would no longer water and maintain the Park Strip. (Appellants' Exhibit L). Appellants then informed the HOA of the maintenance obligations found in the CC&Rs (Appellants' Exhibit M), and in response, the HOA removed those maintenance obligations from the CC&Rs (Appellants' Exhibit N). Appellants then involved the City and asked for direction. The City initially determined that the HOA was responsible for the Park Strip maintenance (Appellants' Exhibit D), but then it reevaluated and determined that Appellants were responsible for at least the landscaping between the sidewalk and the fence (Appellants' Exhibit T), then informed the HOA that it was responsible (Appellants' Exhibit FF). Finally, the City Zoning Administrator determined that Appellants were responsible and instructed City code enforcement officials to cite Appellants for a weed violation in the Park Strip. (Appellants' Exhibit A). Appellants have appealed the City Zoning Administrator's decision that Appellants are responsible to maintain the landscaping on the Park Strip, which brings this case before me pursuant to Salt Lake City Code § 21A.16.010.A.1.

II. STANDARD OF REVIEW

"The appellant has the burden of proving the decision appealed is incorrect." Salt Lake City Code § 21A.16.050.J.

The Salt Lake City Zoning Code establishes that my review of the administrative decision is de novo, which means that I "shall review the matter appealed anew, based upon applicable procedures and standards for approval, and shall give no deference to the decision below." Salt Lake City Code § 21A.16.050.I.1.

III. DISCUSSION

Salt Lake City Code § 21A.48.040.C.1 states, "The owner of the property abutting the park strip shall be responsible for the correct installation, maintenance, repair, or replacement of all landscaping." In this case, Appellants are the owners of the property abutting the Park Strip. Therefore, the City Zoning Administrator's decision complies with the City Code and is lawful.

PUD 319-B and the Landscape Plan

However, Appellants argue that, despite § 21A.48.040.C.1, they are not responsible for the maintenance of the landscaping in the Park Strip. Appellants argue that the HOA is responsible based on the Landscape Plan that was a condition of PUD 319-B's approval. However, PUD 319-B did not impose a perpetual maintenance obligation on the HOA because

the Landscape Plan did not impose such an obligation and because no other written instrument created a binding perpetual maintenance obligation.

The Landscape Plan did not impose a perpetual maintenance obligation; rather it imposed merely an obligation to *install* the landscaping as part of the permitting process for the development of the homes in the Harvard Park HOA. In other words, I interpret the conditions for PUD 319-B as conditions for the approval of the development of the project while ongoing maintenance of the properties would simply follow the existing law at the time. This is because nothing in PUD 319-B explicitly creates an ongoing maintenance obligation. The Landscape Plan and the Irrigation Plan do not identify any particular party or landowner that is burdened with a perpetual obligation to maintain the landscaping. Additionally, the Plans did not diagram how the installation was to occur on the Appellant Property and adjoining Park Strip; those parcels were not included in the diagrams. The Plans merely state that landscaping and irrigation are to continue until Laird Drive. The actual execution of the Plans included the installation of irrigation that connected to the HOA Property, but nowhere on the Plans was that specific configuration required for installation, much less for continued maintenance.¹ Furthermore, the Plans must be interpreted in light of the City Code at the time, which stated, “The parking strip or the area of the right of way located between the curb line and the private property line shall be completely landscaped with vegetation living materials such as lawn, approved ground covers, and approved trees and ***maintained by the abutting property owner.***” Salt Lake City Code § 51-5-16 (1986) (emphasis added) (Staff Report Attachment U). The Landscape Plan does not reference or overrule § 51-5-16. Therefore, I find that the Landscape Plan did not impose a perpetual maintenance obligation.

Additionally, PUD 319-B did not impose a perpetual maintenance obligation on the HOA because no written instruments created a covenant or other obligation enforceable against the HOA Property. In order to burden land with a subservient estate there must exist some “act or

¹ I find the actual execution of the plans sloppy and short-sighted on the City’s part; nevertheless, what happened happened. The actual execution of the plans is unfortunate because now Appellants are burdened with the cost of fixing poorly executed plans to comply with the City Code regarding park strip maintenance. The City should have been more aware of and compliant with its Code when it inspected the irrigation improvements back in the 1980s and thus should have required Developer to install the irrigation in compliance with the City Code in the first place. In other words the City should have required Developer to install the irrigation so that the owner of the Appellant Property had control over the irrigation on the Park Strip.

The Landscape Plan and Irrigation Plan were incomplete to begin with because they did not diagram how they were to be executed on the Appellate Property and the Park Strip. The lack of a full diagram likely led to the failure of the City to fully think through how the irrigation should have been installed to comply with the code. Meanwhile, the ease of installing only one connected irrigation system rather than two separate systems likely resulted in Developer choosing the easier, cheaper option rather than doing it correctly. The City should have prevented this configuration when the system was initially installed.

If the City intended otherwise, it should have made its intentions more explicit and executed a binding document that would have so indicated as is discussed in the next paragraph.

operation of law, or ... deed or conveyance in writing.” Utah Code § 25-5-1. Likewise, any agreement that takes longer than one year to perform, such as a perpetual maintenance agreement, must be in writing. Utah Code § 25-5-4(1)(a). However, when Lloyd divided the property described in the application for PUD 319-B and sold the HOA Property to Harvard Park Corporation, that deed did not impose any covenants or other obligations towards the remaining Appellant Property. Furthermore, the Harvard Park PUD Subdivision did not include the Appellant Property or any notes or other obligations toward Appellant Property.² While Appellants argue that the CC&Rs imposed the maintenance obligation, the Appellant Property is not subject to the CC&Rs and Appellants are not privy to the CC&Rs.³ Therefore, the CC&Rs created no enforceable obligation in favor of the Appellant Property. Additionally, no maintenance agreement or development agreement has been recorded against any of the involved properties that addresses a perpetual maintenance obligation. Appellants point to no written instrument to which they are privy by which the HOA Property becomes subservient to or is otherwise obligated to the Appellant Property or the Park Strip.

Notwithstanding the foregoing, Appellants argue that because the Irrigation Plan resulted in the HOA controlling the irrigation installed on the Park Strip and HOA’s CC&Rs indicated that the HOA would maintain the Park Strip, the City must have intended to impose a perpetual maintenance obligation on the HOA. That may be true, but even assuming it is, then the City did not execute its intent in a legally binding manner. If the City’s intent was to create a perpetual maintenance obligation, it failed to record the necessary documents in a way that could have legally bound the HOA or the HOA Property to the Appellant Property or the Park Strip in perpetuity. Because no legally binding documents execute an intent to perpetually bind the HOA, the City’s intentions (as argued by Appellants) in that regard are irrelevant.

Equitable Estoppel

Appellants also argue that the City is equitably estopped from holding Appellants responsible for the maintenance of the landscaping. However, the HOA correctly points out that Salt Lake City Code § 21A.16.010(B)(3) restricts my authority to grant a remedy based on

² This is another instance of the City’s sloppy execution of the PUD requirements. The Appellant Property was included in the initial application for development, and nothing in the record shows that it was or should have been excluded from the appropriate development processes related to PUD 319-B. Thus, the Appellant Property probably should have been included in the subdivision plat together with the property at 2074 E Laird Dr. Then the Appellant Property could have been absorbed into the lot at 2074 E Laird Dr and notes could have been added to the subdivision plat imposing perpetual maintenance requirements *if that was intended*. This did not happen, leaving the Appellant Property nonconforming due to size. This further demonstrates how the execution of the development was not thoroughly thought through or properly executed by the City.

³ I also reject arguments by Appellants that the maintenance obligations articulated in the original CC&Rs indicate that the City required those obligations in perpetuity. This is because such conditions are not found in any of the approvals by the Board of Adjustment and because they are not found in the Landscape Plan. Furthermore, while the City approved the CC&Rs that approval was only “as to form,” not content.

equitable estoppel. Nevertheless, even if I were not so restricted I would find that Appellants have failed to prove the elements of estoppel. “Generally, to raise a successful equitable defense against the enforcement of a zoning law, a landowner must first show exceptional circumstances warranting such a defense.” *Town of Alta v. Ben Hame Corp.*, 836 P.2d 797, 802-803 (Utah Ct. App 1992). To prove equitable estoppel, Appellants must show that they relied in good faith, to their detriment, on a statement or action of the City. *Id.* at 803. Said “action must be clear, definite and affirmative.” *Id.*

Appellants argue that the City’s imposition of the Landscape Plan as a part of PUD 319-B is an act that they relied on to their detriment. However, as discussed above, I find that PUD 319-B did not actually declare any maintenance obligation for the Park Strip that Appellants could have relied on. Furthermore, I find that, even if it did, Appellants could not have relied on PUD 319-B to their detriment. Appellants claim that they installed their fence in 2012 and sprinkling system in 2014 based on their reliance on PUD 319-B. However, at that time they were unaware of PUD 319-B’s existence. In Appellants’ letter to the HOA dated April 9, 2025, Appellants reference the CC&Rs and the CC&Rs’ reference to PUD 319-B. Then Appellants state, “***While we have not researched the referenced case and are not privy to the final landscaping plan approved by the HOA***, the duty to maintain a landscaped area described in the CC&Rs as being between the HOA’s property line and Laird Drive plainly refers to the Property.” (Appellant’s Exhibit M) (emphasis added). This indicates that as of April 9, they were not yet aware of the details and specific conditions of PUD 319-B. Therefore, they could not have relied on it when installing their fence and sprinklers. They relied on the multiple decades of maintenance performed by the HOA and possibly even the recorded CC&Rs, but the HOA’s actions or statements cannot be used to obtain equitable relief from the City’s zoning decision.

City’s Inconsistent Positions

Appellants also argue that the City Zoning Administrator’s decision was incorrect because it was inconsistent with a letter the City’s planning director sent on September 24, 2025, which informed the HOA that it was responsible for the landscaping in the Park Strip due to PUD 319-B. (See Appellant’s Exhibit D). Appellants argue that no facts have changed and no additional evidence has been provided by the City since the September 2025 letter. However, none of the City’s prior decisions are relevant to my decision. My review of this case is de novo, giving no deference to the City’s decision; that means no deference to *any* of the City’s prior decisions. Even though the City reversed course on its decision, none of its prior decisions are relevant because I give them no weight.

IV. CONCLUSION

In conclusion the City Zoning Administrator’s decision that Appellants are responsible to maintain the landscaping on the Park Strip is correct because it complies with Salt Lake City

Code § 21A.48.040.C.1. Furthermore, PUD 319-B did not burden the HOA or the HOA Property with a perpetual maintenance obligation for the Park Strip landscaping because the Landscape Plan did not impose such an obligation and neither did any other written instrument to which Appellants are privy. Finally, Appellants' other arguments are unavailing. Therefore, I hereby **affirm** the City Zoning Administrator's decision.

Dated this 8th day of September, 2026

Aaron McKnight

Aaron R. McKnight, Appeals Hearing Officer