

HAZ2026-02466
Tupakk Renteria and Stephanie Barber-Renteria
2074 Laird Drive
Salt Lake City, Utah 84108


Request for Initial Determination/Appeal of Decision of Case No. HAZ2026-02466

This Request for an Initial Determination/Appeal of Decision (“Request”) challenges the two Notices and Orders for weed removal, Case No. HAZ2026-02466, the first of which is dated June 18, 2026, (“Order No. 1”), and the second of which is dated June 22, 2026, (“Order No. 2”), both of which are referred to as the Orders. *See* Exhibit A. The Orders were issued by Margrethe Russell, Civil Enforcement Officer, and affect our Parcel No. 16-10-352-029. *See* Exhibit B. Order No. 1 requires us to cut and remove the weeds “between the sidewalk and the fence along 2100 East, up to Laird,” and we refer to that area as the “Fence Strip.” Order No. 2 requires us to cut and remove the weeds in the adjacent parking strips and areas on the opposite side of the sidewalk.” Order No. 2 overlaps Order No. 1 by covering both the parking strips and the Fence Strip. We describe the Fence Strip and the parking strip together in this Request as the “Maintenance Area.”

The Orders should be dismissed because we are not the party responsible for maintaining the Maintenance Area. *See* Salt Lake City Code 2.75.170.B.1 (stating that the hearing officer shall only dismiss an administrative citation if the person receiving the citation is not the responsible party). The party responsible for maintaining the Maintenance Area is the Harvard Park Homeowners’ Association (“HOA”). The HOA’s responsibility to maintain the Maintenance Area was established by the City in 1986 in Salt Lake City Board of Adjustment Case No. 319-B (“Case No. 319-B”). In Case 319-B, the City granted Harvard Park’s development permit and the Maintenance Area is included in the approved landscape and irrigation plans. *See* Exhibit C. The City recently reiterated the HOA’s maintenance obligations set forth in Case No. 319 and the development permit in a letter dated September 24, 2025. *See* Exhibit D.

Because we are not the responsible party, the Orders must be dismissed under Salt Lake City Code 2.75.170.B.1. Any attempt to hold us responsible for the weeds or the overall maintenance of the Maintenance Area is illegal under the governing law, which is Case No. 319-B.

Jurisdiction, Appropriate Process, and Burden of Proof

The Orders provide no code reference or direction to challenge them. We reached out to City personnel and received contradictory information regarding the appeal process. Therefore, we are filing this challenge both as a Request for Initial Determination, pursuant to Salt Lake City Code 2.75.160, as well as an Appeal of Decision, pursuant to Salt Lake City Code 21A.16.10. Our analysis of the ordinances suggests the proper process is Chapter 2.75 as that chapter applies to all violations of the code that are enforced through the issuance of an administrative citation. *See* Salt Lake City Code 2.75.020.

A. The Orders are Appealable under Chapter 2.75 Enforcement of Civil Violations

The Orders cite violations of Chapter 9.16, and were issued by Margrethe Russell, Civil Enforcement Officer, which seems to indicate that Chapter 2.75 Enforcement of Civil Violations, Article III Administrative Enforcement Procedures is the proper process to challenge them. The Orders constitute either an administrative citation, an administrative violation, or a notice of abatement as those terms are defined in Salt Lake City Code 2.75.050. Since the Orders impose legal obligations on us, authorize the City to enter our property and abate the weeds, and state we will be assessed costs for abatement, the due process provisions of Salt Lake City Code 2.75.010 afford us the opportunity to be heard.

Under section 2.75.130, any person receiving a citation may file a written request for an initial determination on a form provided by the department of finance. *See* Exhibit E. For an initial determination, the City shall bear the burden of proof to establish the violation by a preponderance of the evidence. *See* Salt Lake City Code 2.75.170.A.

B. Chapter 21A.16 Appeals of Administrative Decisions is Not Applicable to the Orders

The City suggested we file this Request pursuant to the zoning and planning code in Chapter 21A.16. *See* Exhibit F (email from Craig Weinheimer, dated June 26, 2026). However, section 21A.16.010.A.1 limits the jurisdiction of the appeals hearing officer to appeals for enforcement of *this title*, meaning Title 21A Zoning. The hearing officer may also hear appeals regarding subdivisions, the historic landmark commission, the planning commission, or any other matter “where specifically authorized by a provision of this code,” *see* section 21A.16.010.A.5; however, we see no specific code authorization for this Request. Furthermore, the appeal procedure in section 21A.16.30 limits appeals to “administrative decisions by the zoning administrator, historic landmark commission or planning commission.” Since the Orders were issued by Margrethe Russell, Civil Enforcement Officer, rather an official within the Planning or Zoning Office, this section appears inapplicable to the Orders.

Nevertheless, to ensure our Request is not dismissed based on a procedural technicality, we are also filing it in accordance with Chapter 21A.16. Based on the instructions accompanying a Chapter 21A.16 appeal, we bear the burden of showing that the Orders are illegal or not supported by substantial evidence in the record. Under Salt Lake City Code 21A.16.030.I., the “hearing officer shall review the matter appealed anew, based upon applicable procedures and standards for approval, and shall give no deference to the decision below.”

Facts

A. Summary of Facts

The facts in this case are summarized as follows: In 1986, in Case No. 319-B, the City granted Harvard Park’s development permit. The permit was subject to approval of the final plan, including landscaping and irrigation plans. Those plans required Harvard Park to maintain the Maintenance Area. The Harvard Park HOA incorporated this maintenance obligation into its original Declarations of Covenants, Conditions and Restrictions (“CC&Rs”), and for almost 40 years, the HOA mowed the grass, watered the grass and trees, and removed snow on the sidewalk in the Maintenance Area.

In summer 2025, the HOA cut off its sprinkler line to the Maintenance Area and stopped watering, mowing, and removing snow in the Maintenance Area. We sought the City's help in enforcing Case No. 319-B. In fall 2025, the City's Planning Director issued a letter reiterating Case No. 319-B's permit requirements and affirming Harvard Park's ongoing obligation to maintain the parking strip in the Maintenance Area. *See Exhibit D.* The HOA has not complied with its permit and landscape and irrigation plans since summer 2025, despite the Planning Director's letter. The grass in the Maintenance Area is dead, and it is full of weeds, trash, and animal excrement. Additionally, the trees in the parking strip are showing signs of stress due to the lack of being watered.

Without explanation, and in contradiction to Case No. 319-B, the City issued the Orders and is erroneously attempting to shift the responsibility for maintaining the Maintenance Area to us.

B. Detailed History of Maintenance Area

The Orders can be dismissed based on the foregoing summary and Case No. 319-B. However, we provide the following detailed history to show the City's actions in issuing the Orders are arbitrary, capricious, and not supported by law.

1. 9/1986 Donald P. Lloyd owns all land that is now the Harvard Park planned development and the Maintenance Area
2. 9/15/1986 City approves the permit for Lloyd and Proswood, Ltd., the developer, to build Harvard Park in Case No. 319-B, subject to: "1. Committee approval of the final plan, including the landscaping plan, . . . *See Exhibit C.*"
3. 9/16/1986 Lloyd conveys part of the land he owns to Harvard Park, specifically excepting the land which we have described as the Maintenance Area. *See Exhibit G.*
4. 10/30/1986 Lloyd conveys the land we describe as the Maintenance Area to David E. Pack, our predecessor in title. *See Exhibit H.*
5. 12/10/1986 Letter from then-Planning Director Vern Jorgenson to Proswood, made part of Case No. 319-B, *see Exhibit C-1*, requesting Proswood modify development plans to:
 - "3. Landscape, irrigate, and provide street trees within the 2100 East Street parking strip"
 - "4. Provide a complete landscaping plan and irrigation plan illustrating all the details of such installations. Plans are to include the existing vegetation/hillside area, all developed areas, ***parking strip and entire strip between existing stream concrete conduit and Laird Drive.***" PLEASE NOTE - This is the area we are referring to as the Maintenance Area and the land the Orders cite us for.
6. 12/19/1986 Committee stamps its approval of the landscape and irrigation plans, which was required by the conditional permit approval, and the plans have following notes:
 - on the landscaping plan "landscaping (sod), irrigation system, curb/gutter and sidewalk and street trees must continue to Laird Drive" and on the irrigation plan stating, "Irrigation to be extended to Laird."
7. 10/1/1987 Harvard Park's CC&Rs are recorded in Salt Lake County as Entry 453138, containing the following requirements:
 - the HOA "shall maintain or cause to be maintained the landscaped area 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.” (Page 6, paragraph V.1.c.)
- any “modifications to the approved Plan are subject to the review and approval of the Board of Adjustment.” (Page 21, paragraph 9.). *See Exhibit I for relevant portions.*
8. 7/31/1991 Craig S. Cheney and Francie R. Barber, Stephanie Barber-Renteria’s parents, become owners of 2074 Laird Drive and the Maintenance Area, and knew the Harvard Park HOA had the maintenance obligations for the Maintenance Area based on the recorded CC&Rs. *See Exhibit J.*
 9. 12/23/2010 Tupakk Renteria and Stephanie Barber-Renteria become owners of 2074 Laird Drive and the Maintenance Area, *see Exhibit K*, and were aware of the HOA’s maintenance obligations not only from the recorded CC&Rs but also from Stephanie’s experience with the Maintenance Area since 1991.
 10. 6/2012 Tupakk and Stephanie rebuild existing fence in same locations so that Maintenance Area is not enclosed in their main yard.
 11. 5/2014 Tupakk and Stephanie replace their existing sprinkler system to water only the areas in their main yard and not the Maintenance Area which is outside their fence.
 12. 3/31/2025 Harvard Park informs us they believe they have no legal maintenance obligation and that they plan to cease watering and mowing. *See Exhibit L.*
 13. 4/9/2025 We write to HOA and inform them of their maintenance obligations in their CC&R’s. *See Exhibit M.*
 14. 6/23/2025 HOA sends us their amended CC&Rs, showing they removed the maintenance requirement on page 6, and they inform us they will cease maintenance on July 11, 2025. *See Exhibit N.*
 15. 7/1/2025 We write to HOA again, providing Case No. 319-B and information regarding Stephanie’s personal history with the Maintenance Area. *See Exhibit O.*
 16. 7/2/2025 HOA responds to our letter and claims Case No. 319-B did not create ongoing maintenance obligations. *See Exhibit P.*
 17. 7/7/2025, We write to the Salt Lake City Attorney, providing history and documents, and express our concern that we may be cited once Harvard Park stops maintaining the area, which has now occurred with the Orders. *See Exhibit Q.*
 18. 8/13/2025 City Attorney refers us to Planning Office, and we meet with Nick Norris, Planning Director, to discuss our concerns. *Exhibit R.*
 19. 9/24/2025 Planning Director issues letter to HOA; *see Exhibit D*, reiterating Harvard Park’s maintenance obligation for the parking strip, citing the permit conditions under Case No. 319-B to provide landscape and irrigation plans, and citing paragraph 3 of the 1986 Planning Director letter; *see Exhibit C-1, but omitting paragraph 4 of the letter, which specifically identifies the Maintenance Area. See bold italics above in item 5.*
 20. 10/2025 – 3/2026 We exchange email correspondence with City Enforcement officials requesting City enforce Planner’s letter. *See Exhibit S.*
 21. 3/27/2026 Craig Weinheimer, Supervisor, Dept. of Community & Neighborhoods, informs us via email that we must maintain the Maintenance Area, stating:
 - the Planning Director “re-examined the information for this case . . . and confirmed that the pertinent documentation states that the HOA is required to

- maintain the parking strip to the corner of Laird, but not the parcel owned by you (16-10-352-029-000), between the sidewalk and the fence.” *See* Exhibit T.
22. 3/29/2026 – 4/1/2026 We exchange emails with the City questioning whether the email was a final decision and seeking information regarding appeal. *See* Exhibit U.
 23. 4/6/2026 Appeal of Mr. Weinheimer’s decision. *See* Exhibit V.
 24. 4/13/2026 City responds to our appeal via an email from Daniel Echeverria, Planning Manager/Zoning Administrator, stating:
 - Mr. Weinheimer’s correspondence is not an appealable decision within the scope of Section 21A.16 of Salt Lake City Code,
 - The “September 16, 2025 decision clearly only relates to the park strip (and not Parcel No. 16-10-352-029),
 - **The Planning Division has not made any decision regarding maintenance responsibility for Parcel No. 16-10-352-029, and**
 - the proper avenue for an appealable decision regarding the landscape maintenance obligations of both Parcel No. 16-10-352-029 and the abutting park strip is an official administrative interpretation application. *See* Exhibit W.
 25. 4/29/2026 and 6/8/2026 We meet with Councilman Dan Dugan seeking his help with the situation.
 26. 6/9/2026 Email from Margrethe Russell, requesting that we trim the weeds on the Fence Strip. *See* Exhibit X.
 27. 6/10/2026 We respond to Ms. Russell copying Mr. Echeverria’s response to our appeal in Exhibit W, stating no decision regarding maintenance responsibility for Parcel No. 16-10-352-029 had been made. *See* Exhibit Y.
 28. 6/17/2026 Mr. Echeverria informs us via email that the City has closed our appeal since we did not file for an administrative interpretation. *See* Exhibit Z.
 29. 6/18/2026 we respond to Mr. Echeverria, inquiring:
 - Why an administrative interpretation and research are needed given the authority of Case No. 319-B and the City Planner’s recent letter, and
 - How a further decision would help since the City has not cited the HOA for failing to maintain even the parking strip. *See* Exhibit AA.
 - To date, we have received no reply, but we note that our research into the Salt Lake City Code undermines the value of such a request since Salt Lake Code 21A.12.020 limits the authority of the Zoning Administrator to interpreting land uses, rules, and regulations and provides no authority for interpreting or overruling cases, such as Case No. 319-B.
 30. 6/18/2026 City issues Order No. 1, providing no evidence or justification for how we are the responsible party for maintaining the Fence Strip given the HOA’s maintenance obligations in Case No. 319-B, its permit, and approved landscape and irrigation plans.
 31. 6/24/2026 City issues Order No. 2, arbitrarily expanding Order No. 1 to include the park strip, contradicting not only Case No. 319-B, but the Planning Director’s letter of September 24, 2025, *see* Exhibit D, and email dismissal of our recent appeal, *see* Exhibit W.

Argument

A. We are Not the Responsible Person Under Section 2.75.050

The City may issue an administrative citation to “any responsible person.” *See* Salt Lake City Code 2.75.140. While the definition of a responsible person includes the property owner (us), the definition also includes a person who “is otherwise responsible for an administrative violation.” *See* Salt Lake City Code 2.75.050. Based on the facts here, as to the Maintenance Area, the responsible person is clearly the Harvard Park HOA.

The HOA maintenance obligations for the Maintenance Area arose in 1986 in Case No. 319-B with the approval of Harvard Park’s permit for its planned development. The permit was granted on the condition that the developer submitted and received approval for Harvard Park’s final plan. The final plan included both landscape and irrigation plans. Those plans plainly show Harvard Park is responsible for planting sod and watering the grass and trees in the Maintenance Area. The approved plans have no time limitation for which they must be followed. Therefore, the HOA is responsible for the current weeds, as well as the perpetual maintenance of the Maintenance Area.

While it may seem unusual that in 1986 the City included a permit obligation for Harvard Park to maintain land it did not own, an on-the-ground inspection of the Maintenance Area helps demonstrate why. The Maintenance Area is part of a much larger area of land that extends north along 2100 East outside the main area where the homes in the Harvard Park development are built. *See* Exhibits C-2, C-3, and C-4, which are the approved plans. From the back of the HOA homes, Harvard Park’s property extends north to a hillside of vegetation south of the Emigration runoff, which is the stream concrete conduit referred to in Exhibit C-1. The Maintenance Area is an extension of property along both sides of the sidewalk along 2100 East that is entirely outside our fenced yard that adjoins the HOA’s property on their north end and south end. It functions as a quasi-public space, with a large bus bench/stop and with what was formerly a nice grassy area for people to walk their dogs. More information about the way the neighborhood and community view this area is detailed in Exhibits O and V.

Despite this, the HOA attempted to disavow its maintenance obligations for the Maintenance Area by amending its CC&Rs last year. *See* Exhibit N. However, that amendment has no effect on Case No. 319-B, the underlying permit conditions, and the approved landscape and irrigation plans. If the HOA wanted to modify the landscape and irrigation plans by replacing the grass with a lower-maintenance option, its remedy would have been to seek a modification to the landscape and irrigation plans, as stated in the Planning Director’s letter of September 24, 2025. *See* Exhibit D. While it is permissible for the HOA to seek a modification of the plans, that in no way allows the City to make us the responsible party when Case No. 319-B established that the HOA is the responsible person and has been for the last 40 years.

Since the City has provided us with no evidence or justification for acting contrary to Case No. 319-B, we are left to speculate as to why it issued the Orders. We suspect that the City is concerned that the then-Planning Director’s letter in 1986 and the approved landscape and irrigation plans required in Case No. 319-B were contrary to Salt Lake City’s ordinances at the time and are contrary to the same or similar ordinances in effect today. According to Salt Lake City Code 21A.48.040, the owner of the property abutting the park strip is legally responsible for the maintenance of all landscaping within the area.

While we may concede that Harvard Park and its developer may have had cause to challenge the conditions of the permit in 1986, the HOA was obligated to raise such arguments long ago. Under Utah law, in a land use context, a developer or an HOA must timely challenge a municipality's decision. As the documents in Case No. 319-B show, Proswood/Harvard Park willingly accepted the City Planner's suggested revision that the landscape and irrigation plans include the ***"parking strip and entire strip between existing stream concrete conduit and Laird Drive."*** See Exhibit C-1. The then-Planning Director made this request in a letter dated December 10, 1986, and by December 16, 1986, Proswood/Harvard Park had submitted and received the Committee's approval for their landscape and irrigation plans that encompass the entire Maintenance Area. The record for Case No. 319-B discloses no objection or even a concern raised by Proswood/Harvard Park regarding the City's request.

Not only did Harvard Park not object to the maintenance obligations, but it also specifically incorporated those requirements into its CC&Rs. See Exhibit I. The original CC&Rs provide that the HOA "shall maintain or cause to be maintained the landscaped area 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 HOA has acknowledged that this description means the Maintenance Area. See Exhibit N.

Finally, we note that since 1991, when Stephanie's parents purchased the property at 2074 Laird Drive, the HOA has consistently complied with the permit conditions and the landscape and irrigation plans. During this time, there were several years when watering and snow removal became expensive and the HOA complained about maintenance costs. However, at no point in time during the last 40 years did the City or the HOA object to or attempt to formally overrule Case No. 319-B and the approved plans.

These actions demonstrate that the HOA long ago waived any argument it could make to the City that the original permit conditions violated the municipal code. See *Soter's, Inc. v. Deseret Federal Sav. & Loan Ass'n*, 857 P.2d 935 (Utah 1993) (waiver is the intentional relinquishment of a known right, requiring proof of three elements: (1) an existing right, benefit, or advantage; (2) knowledge of its existence; and (3) an intention, either express or implied, to relinquish it).

Because HOA is the responsible person for maintaining the Maintenance Area, and it long ago waived any right to argue that it is not the responsible party, the City has no evidence supporting the Orders. Accordingly, this initial determination should result in the Orders being dismissed. See Salt Lake City Code 2.75.170.B.1.

B. The Orders are Illegal and are Not Supported by Substantial Evidence

Because Case No. 319-B is the applicable case law in this case, the Orders attempting to shift responsibility to us for maintenance of the Maintenance Area are illegal. The conditions of Harvard Park's development permit were established nearly 40 years ago in Case No. 319-B and the City cannot overrule that case now.

If the developer or Harvard Park had wanted to challenge the conditions of the permit as being contrary to code, such an appeal would have needed to have been timely filed in 1986. See *Brendle*

v. City of Draper, 937 P.2d 1044, 1047 (Utah Ct. App. 1997) (“[A] party who desires relief from a planning board’s [decision] . . . is bound to appeal within the time provided [by statute] Failure to do so bars the [reviewing body] from entertaining the party’s appeal.”) quoting *Dermody v. Town of Gilford Planning Bd.*, 627 A.2d 570, 571 (N.H. 1993)). In other words, the HOA’s failure to challenge conditions of the permit in 1986 operates as a jurisdictional bar, and the City cannot now overrule Case No. 319-B, abandon Harvard Park’s permit conditions, and shift the maintenance obligations to us.

Given this, there is no evidence at all, let alone substantial evidence to support the Orders. The City has never presented any justification for its failure to enforce the conditions of the permit against the HOA. Instead, by issuing the Orders, the City appears to be arbitrarily and capriciously attempting to overrule Case No. 319-B. When we requested the City’s help getting the HOA to comply with the permit and begin maintaining the Maintenance Area again, the City switched its position and tried to hold us responsible for the maintenance obligations it had long ago assigned to the HOA.

As an example of this, we first direct you to Exhibit S, which is email correspondence between us and the City, taking place in early 2026, when we asked the City to follow up on the Planning Director’s letter of September 24, 2025. Rather than issue the HOA an Order, the City instead sent us an email stating the Planning Director’s letter meant that the HOA was responsible for the park strip, but we were responsible for the Fence Strip. *See* Exhibits T and U.

When we appealed that decision, the City backtracked and claimed that the Planning Director’s decision did *not* mean we had to maintain the Fence Strip, but rather, the “Planning Division has not made any decision regarding maintenance responsibility for Parcel No. 16-10-352-029.” *See* Exhibit W.

Contrary to those statements by the City, on June 9, 2026, we received an email from Ms. Russell requesting that we cut the weeds for the Fence Strip. *See* Exhibit X. When we referred Ms. Russell to the statements in Exhibit W, indicating the City had made no determination as to the Fence Strip, we received no response. Instead, with no explanation, we received Order No. 1 citing us for failing to maintain the Fence Strip. As the final example of the City’s arbitrary and capricious actions in this matter, we direct you to Order No. 2. That order seems to supersede Order No. 1 by encompassing the entire Maintenance Area and not just the Fence Strip. But, it wholly contradicts the Planning Director’s letter in Exhibit C-1 and all of the City’s email correspondence with us by citing us for the weeds in the parking strip as well as the Fence Strip.

Because the HOA never appealed the permit conditions in 1986, the City has no jurisdiction now to overrule Case No. 319-B and its actions in issuing the Orders are illegal and not supported by substantial evidence.

C. The City is Barred by Equitable Estoppel from Enforcing the Orders

With the Orders the City is improperly and unfairly trying to shift the responsibility for maintaining the Maintenance Area to us. While it has provided us with no explanation for its actions, we presume the City now believes the permit conditions were an overreach by the then-Planning

Director. Nevertheless, the City cannot re-write the rules of the game after 40 years. This is based not only in law since the City has no jurisdiction to overrule Case No. 319-B, *see Brendle*, 937 P.2d at 1047, but it is also based in equity, since it is fundamentally unfair for the City to undermine our long-standing detrimental reliance on a 40-year-old case and its accompanying permit obligations.

The City is equitably estopped from enforcing the Orders. The doctrine of equitable estoppel applies here since it is necessary to prevent a manifest injustice and the City's exercise of governmental powers will not be impaired as a result. *See Celebrity Club, Inc. v. Utah Liquor Control Comm'n*, 602 P.2d 689, 696 (Utah 1979). Three elements are necessary to invoke equitable estoppel: (1) an admission, statement, or act inconsistent with the claim afterwards asserted, (2) action by the other party on the faith of such admission, statement, or act, and (3) injury to such other party resulting from allowing the first party to contradict or repudiate such admission, statement, or act. *See id.* We have shown that those elements are met here.

First, Case No. 319-B, Harvard Park's development permit, and the approved plans plainly established the HOA's maintenance obligations, and the Orders issued today are an outright contradiction to the actions by the City in 1986. Second, we have detrimentally relied upon the fact that the City obligated the HOA to maintain the Maintenance Area. Stephanie's parents became the owners of Parcel No. 16-10-352-029 in 1991, *see* Exhibit J; and from that time until summer 2025, the HOA meticulously maintained the Maintenance Area. When we purchased Parcel No. 16-10-352-029, re-built our fence in the same location, and put in a new sprinkler system on our property outside the Maintenance Area, we did so in reliance on the existence of Case No. 319-B's obligation that Harvard Park maintain the Maintenance Area. Third, if the City is allowed to overrule Case No. 319-B and Harvard Park's permit conditions, we will be forced to incur significant expenses resulting from relocating our fence and installing a new sprinkler system to be able to water the Maintenance Area.

Again, we are left to speculate about the basis for the City's action since it has provided no evidence in support of the Orders; however, it seems the City has found the equities weigh against us since the HOA has to maintain our Parcel No. 16-10-352-029. While initially it may seem unfair to make Harvard Park continue to maintain the Maintenance Area, please remember that this obligation was willingly taken on 40 years ago and all property owners who purchased homes within the Harvard Park development were on notice of those obligations since the CC&Rs, with the maintenance obligations and the reference to Case No. 319-B were recorded in Salt Lake County on October 1, 1987, as Entry 453138. *See* Utah Code Ann. § 57-3-102(1) (each document shall, from the time of recording with the appropriate county recorder, impart notice to all persons of their contents).

The fact that the recorded CC&Rs referenced Case No. 319-B, the permit obligations, and the approved landscaping and irrigation plans put anyone who wanted to purchase a home in the Harvard Park development on notice that the HOA had a perpetual obligation to maintain the Maintenance Area. The irrigation plans clearly show that the development had to install a sprinkler system that was part of Harvard Park's sprinkler system. This requirement can only be interpreted as meaning that the maintenance obligation was perpetual and that Harvard Park willingly obligated itself to undertake this obligation in perpetuity.

The recording of the CC&Rs and their reference to the maintenance obligations of Case No. 319-B support the equities weighing in our favor. We were also on notice of the HOA's obligations by virtue of these recorded documents and we relied upon them in purchasing our home, rebuilding our fence, and reinstalling our sprinkler system. If the City is permitted to overrule Case No. 319-B and shift all maintenance responsibilities to us now, or if the City allows Harvard Park to somehow modify the landscape and irrigation plans to make us responsible to water the park strip, we will incur an outrageous expense in creating a new irrigation system that goes under the sidewalk to reach the parking strip. As the court stated in *Celebrity Club, Inc.*, the "doctrine of equitable estoppel is properly applicable in a case such as this, otherwise the whim of an administrative body could bankrupt an applicant who acted in good faith in reliance upon a solemn written commitment." 602 P.2d at 696, quoting *State v. Sponburgh*, 401 P.2d 635, 640 (Wash. 1965).

We recognize that the doctrine of estoppel is generally not favored and is limited in its assertion against governmental agencies. However, the Utah courts have carved out an exception to this general common law rule in unusual circumstances where it is plain that the interests of justice so require. Such requirements are met here and therefore the City is estopped from enforcing the Orders.

Conclusion

The City issued the Orders improperly. Regardless of whether this Request is addressed under Chapter 2.75 or Chapter 21A.16, there is no evidence to support the City shifting Harvard Park's maintenance obligations to us. The Orders contradict Case No. 319-B, the Harvard Park's development permit, and the approved landscaping and irrigation plans. Therefore, the City must immediately dismiss the Orders.