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Before the Zoning Appeals Hearing Officer

**Harvard Park Homeowners Association's Response to Renterias'
Request Determination/Appeal of Decision of Case No HAZ2026-2466**

Tupakk and Stephanie Renteria challenge two Notices and Orders for weed removal, Case No HAZ2026-02466, on the basis that Harvard Park Homeowners Association (HPHOA) is responsible for maintaining those two separate areas. HPHOA files this response to protect its interests and to refute those claims.

I. Background

Harvard Park, a Planned Unit Development Subdivision located in Block 27, 5-acre Place "C", Salt Lake City Survey (HPHOA), was developed jointly by landowner Donald P. Lloyd, his son, William Lloyd, President of Harvard Park Corporation, and Prowswood Development (Developer). Donald P. Lloyd and Helen C. Lloyd originally owned the property on which HPHOA is now located at parcel 16-10-352-031, together with property located directly north of HPHOA's parcel and now owned by the Renterias, parcel 16-10-352-029. See HOA Exh 1.

In addition, Prowswood was the entity which submitted various landscaping plans to the Salt Lake City Board of Adjustment (Board). The timing and disposition of both the HOA property parcel 16-10-352-031 and parcel No. 16-10-352-029 by Lloyd, as well as Prowswood's various submissions reviewed by the Salt Lake City Board of Adjustments, are instructive to understanding the past history of the development of Harvard Park a PUD Subdivision and our position that the HOA is not responsible for any required maintenance for either the Renteria parcel known as tax parcel 16-10-352-029 or the immediately adjacent parking strip.

II. Timeline

09/15/86 – Developer was granted a variance to permit the construction of a PUD subject to “(4) the curb and gutter and sidewalk be installed from the service station property to Laird Drive; also, if additional land is needed for the widening of 1200 (*sic* 2100) East Street, the developer must dedicate the land so that the curb, gutter and sidewalk are located on City property.” Findings and Order Report of the Commission before the Salt Lake City Board of Adjustments. p. 3, Case No 319-B. Petition Exh. C, p. 16.¹

09/16/86 – Donald P. Lloyd Quit-Claimed property to construct the PUD to Harvard Park Corporation. The legal description within that Quit-Claim Deed describes property known as tax ID 16-10-352-031. The Quit-Claim Deed specifically excluded the northern section, which is now known as Renterias’ parcel No. 16-10-352-029. Petition Exh. G.

10/30/86 – Helen C. Lloyd and Donald P. Lloyd executed a Warranty Deed to David E. Pack (Renteria predecessor). The legal description within said Warranty Deed described the Easterly portion of the Renteria property known as tax ID 16-10-352-029. Petition Exh. H.

12/10/86 - Planning Director Jorgensen in review of the Landscape Conditions B.A, Case 319-B, stated “(3) Landscape, irrigate and provide street trees within the 2100 East Street parking strip.... [and] (4) [p]rovide a complete landscaping plan and irrigation plan illustrating all the details of such installations....” Petition Exh. C, p.21.

08/31/87 – In connection with the Board’s review of Prowswood’s new request to relocate two homes because of a steep grade, the Board director, Mr. Hafey, noted “the applicant would like to sell the triangular property to the north to the abutting property owners.” The Commission expressed its concern about the transfer of land and ordered that the modification be granted provided that “[n]one of the land is [*sic*] sold off so long as this is part of a cohesive development ...” *But see* above Quit Claim from Lloyd to Pack dated 10/30/86. Findings and Order of the Board, Petition Exh. C, p.7.

09/29/87 – Harvard Park Corporation, a Utah corporation executed Declaration of Covenants, Conditions and Restrictions of Harvard Park, a Planned Unit Development Subdivision (CC&R’s) for Harvard Park HOA,

¹ Petitioner’s Exhibit C contains multiple references in unnumbered. pages. We refer to page numbers in Pet. Exh. C by counting as page 1 the page after the caption “Exhibit C”.

including the following from Article V, Section 1(c), second sentence: "The Association 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 final landscaping plan approved by the Board." The CC&R's were approved by the Salt Lake City Recorder on September 29, 1987, and recorded in the Salt Lake County Recorder's office on October 1, 1987, as Entry NO. 4531388. The legal description contained within the above referenced CC&R's is consistent with the legal description on the recorded Harvard Park Plat. The legal description describes ONLY property within Parcel number 16-10-352-031 owned by the HPHOA and does not include any property within 16-10-352-029 owned by the Renterias. Petition Exh. I.

10/01/87 – The Plat map, signed by William H. Lloyd as President of Harvard Park Corporation, and as owner, was recorded October 1, 1987, as Entry NO. 453187 in book 87-10 and page 124 of plats. The legal description of said plat describes the boundary of the HOA property only (parcel 16-10-352-031) and did not include any property that had been previously transferred to David E. Pack (Renterias' predecessor) known as parcel 16-10-352-029. HOA Exh 2.

03/31/25 – Letter from HPHOA to Renterias giving notice of intent to terminate the maintenance of the parcel and park strip abutting their property. Petition Exh. L.

04/09/25 – Letter from Renterias informing HPHOA that HPHOA has the responsibility for maintenance of the park strip pursuant to HPHOA's CC&R's, and if not, Renterias may be forced to pursue enforcement of the HPHOA's CC&R in court; also acknowledging Renterias own parcel No. 16-10-352-029 parcel. Petition Exh. M.

05/28/25 – HPHOA amended its CC&Rs by replacing the second sentence of Article V, Section 1(c) with the following: "The Association shall maintain or cause to be maintained the landscaped area including the park strip (area between the back of curb and the property line) as required by Salt Lake City Ordinance § 21A.48.040(C)." Petition Exh. N.

9/24/25 - Letter from Nick Norris, City Planning Director, to HPHOA stating HPHOA is responsible for "irrigating and maintaining the vegetation in the park strip as approved." Petition Exh. D.

6/18/26 - City sends “weed” notice to HPHOA, Case No HAZ2026-02466, “to cut and remove the weeds in the park strip along 2100 East, up to Laird Avenue.” HOA Exh. 3.

6/23/26 - In an email to HPHOA the City retracted it’s June 18 weed notice stating “[a]fter an administrative review we have made the decision to retract the June 18 weeds notice and order” issued to HPHOA. HOA Exh. 4.

III Standard of Review

The Renterias argue that Orders from Ordinance Enforcement do not fall within Ord. § 21A.16.010.A.1, which limits jurisdiction of the hearing officer to Title 21A, Zoning. Petition at 2. Importantly, in order to understand who is responsible for maintaining parcel No. 16-10-352-029 it is necessary to evaluate the underlying zoning decisions that were made in 1986.

The appeals hearing officer shall hear and decide appeals of . . . “Decisions made by the planning commission pursuant to the procedures and standards set forth in this title.” § 21.16.010(A)(4). It is the planning commission’s decision obligating the Renterias to maintain the property that is at issue in the Renterias’ petition. Accordingly, this forum is the proper place for the appeal to be heard. If, however, the Renterias are not challenging the decision by the planning commission, then they are correct in that this would not be the proper place for review. Petition at 1-2. In that case, Salt Lake City Ord. § 9.16.030 squarely places the responsibility on the property owners, as defined in Ord. § 9.16.020, to control weeds on their property and the park strip.

The Renterias filed their appeal in accordance with Chapter 21A.16. HPHOA agrees with the following standard of review.

We [the Renterias] 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.’”

Petition at 2.

IV. Argument

A. The Renterias, as the current fee title property owner of parcel 16-103-029, are responsible for maintaining their own parcel and its adjoining park strip, not HPHOA.

The Renterias claim that HPHOA is responsible for maintaining and irrigating their property, Parcel 16-10-352-029, and the adjoining park strip because the Board approved the HOA subject to conditions in the landscape plan. However, the legal description within the HPHOA plat map is confined to the Harvard Park-owned property. Importantly, 1) the HOA has never been in the chain of title of the Renteria parcel. Further, there is no recorded deed restriction or obligation within the Warranty Deed given to David E. Pack or the Quit-Claim Deed given to Harvard Park Corporation to burden the HOA with maintenance of the Renterias' property and its adjoining park strip. 2) A search of the title for both the Harvard Park, a Planned Unit Development, and the Renteria parcel discovered no separately recorded maintenance agreement. 3) No "notes" appear within the Harvard Park Plat Owner's Dedication that obligate Harvard Park Corporation or its successor's in interest to maintain the Renteria parcel.

Salt Lake City Ordinance § 20.10.050.A.p.2(1), Submittal Requirement for Final Plats and Other Recordable Instruments, states, in relevant part:

Signature blocks for all required entities that are required to sign the recordable document shall include space for a signature and date of signing. Required signature blocks include: (1) The owners of the property to be subdivided, which shall be identical to the recorded owners of record of the property as indicated in the title report.

In addition, Salt Lake Ordinance Planned Development, currently states that "the plat shall contain a provision for common open space and a statement describing the provision to be made for the care and maintenance of such open space." *Id.* § 21A.55.040 ¶ 2. The Utah State Code similarly requires owners to sign the plat map. Utah Code Annotated § 10-30-803 (6)(a) (ii) ("A county recorder may not record a plat unless . . . (ii) each owner of record of land described on the plat has signed the owner's dedication as shown on the plat. . . .").

The Harvard Park PUD Subdivision, as recorded, meets the above requirements 1) the Common Area was depicted on the final plat, 2) the legal description contained on the plat describes only property actually owned by HPHOA, 3) the plat was executed by the owner of record, Harvard Park Corporation, and 4) most notably absent is the Renterias' parcel. Because the Renteria parcel is not included on the recorded plat, there is/was no obligation created by the plat's recording for HPHOA to maintain any property outside of its boundary line. HOA Exh. 2.

The Renterias' argument that the area between their fence and the sidewalk is a "quasi-public space" is a non-sequitur and does not overcome the fact that there is no written agreement, recorded or otherwise, for the HOA to maintain their property. Petition at 6. Moreover, the Renterias may move their fence next to the sidewalk eliminating that open space. Actually, this is one suggestion offered to the Renterias by the City. Petition Exh. U.

B. The Statute of Frauds, U.C.A. § 25-5-1, and Utah Code Recording of Documents, U.C.A. § 57-3-103 require an agreement in writing, preferably recorded, to place a burden on a real property owner.

The fact that there is no separate written agreement, or obligation via an inclusion of the "extra parcel" No-16-10-352-029 on the plat, is the issue central to this case. No obligation existed between the original developer and David E. Pack, nor any subsequent owner because there is no obligation in writing. Utah's Statute of Frauds, Utah Code Annotated § 25-5-1, Estate of Interest in Real Property, reiterates in several places that any obligation or power over or concerning real property or in any matter relating thereto, shall be created or declared by an act or operation of law, or by deed or conveyance in writing.

A search of the public record in the Salt Lake County recorder's office located no separately recorded maintenance agreement. The Renterias are not in possession of any separate written agreement. The Warranty Deed from Lloyd to Pack contained no separate deed restriction. The Quit Claim deed from Lloyd to Harvard Park Corporation contained no separate deed restriction or obligation. And, there has been no operation of law to create the obligation. Therefore, the lack of any other written documentation, recorded or otherwise obligating HPHOA to irrigate and

maintain the Renterias' property or the adjoining park strip is without merit and to hold otherwise would violate the Statute of Frauds.

C. The City's actions demonstrate that the Renterias are responsible for maintaining their property and adjoining park strip.

In a March 27, 2026, email, the City asserted that Renterias' maintenance responsibility extends from sidewalk to their fence: "Our research has also indicated that the section of land on the corner, parcel 16-10-352-029, between the sidewalk and your fence is your property and your responsibility to maintain." Petitioner Exh. T.

On June 18, 2026, the City issued a notice to HPHOA "to cut and remove the weeds in the park strip along 2100 East, up to Laird Avenue." HPHOA Exh. 3. However, the City reversed its decision and informed HPHOA, that "[a]fter an administrative review we have made the decision to retract the June 18 weeds notice and order." HOA Exh. 4.

D. HPHOA's CC&R's do not confer privity on the Renterias

The City's conclusion is well reasoned. At no time has HPHOA ever owned parcel 16-10-352-029. In fact, that parcel includes land that is well inside the Renterias' fenced property. Lloyd excluded Parcel 16-10-352-029 in his Quit Claim to HPHOA. The excluded parcel, commonly known as the dry creek bed, had previously been transferred to the Renterias' predecessor owner, David E. Pack. This is conclusive proof that the HOA never owned parcel 16-10-352-029. Moreover, the Renterias cannot rely on any past maintenance provision in the Harvard Park CC&Rs. See Petition at 7; see also Petition Exh. M. Those CC&Rs are a contract between the HOA and the individual Harvard Park homeowners. "Restrictive covenants that run with the land and encumber subdivision lots form a contract between subdivision property owners as a whole and individual lot owners" Swenson v. Erickson, 2000 UT 16, ¶ 11; 998 P.2d 807.

For the maintenance requirement in the Harvard Park CC&Rs to run with the Renterias' land, it would require privity among the parties. There is no record of any deed, or any other written agreement entered into between Developer and the Renterias' predecessor Pack bestowing privity to Pack of the maintenance provisions in the CC&Rs. Therefore, the Harvard Park CC&Rs cannot confer rights or privileges to the Renterias, a

non-party to the CC&Rs. In sum, the Renterias must maintain parcel No. 16-10-352-029 and its adjoining park strip in compliance with § 21A.48.040(C).

E. Equitable Estoppel is inapplicable and to no avail in this proceeding

The Renterias argue extensively that the City is barred by the principal of equitable estoppel. See Petition at 8-10. Equitable estoppel stands for the proposition that, if there is no remedy at law then there can be a remedy in equity in certain circumstances. However, the ordinance conferring jurisdiction on this hearing body specifically states:

State and Federal Law: The appeals hearing officer **shall not hear and decide or make determinations regarding** any of the following: ... 3. Appeals requesting legal or **equitable remedies** available under state or federal law.

Ord. § 21A-16-010(B) (*emphasis added*). The Renterias' argument for relief pursuant to equitable estoppel is proscribed from being considered in this appeal.

The Renterias lament that if they are responsible to maintain the park strip they "will incur an outrageous expense in creating a new irrigation system that goes under the sidewalk to reach the parking strip. Petition at 10. HPHOA has left intact the irrigation system in the park strip and Parcel 16-10-352-029. Moreover, in letters to the Renterias, HPHOA advised that it would give the Renterias time to tap into the already installed irrigation system and "provide you contact information for our [HPHOA] irrigation contractor who can help you connect the existing irrigation line to your home's water supply." Petition Exh L at 2; see *also* Petition Exh N. Thus, the Renterias' asserted hardship of placing pipes under the sidewalk does not comport with the status of the already-installed irrigation system.

V. Conclusion

For the reasons stated above, the Renterias have not met their burden of showing that the Orders were illegal or not supported by substantial evidence in the record. HPHOA does not bear any responsibility for maintaining a portion of the Renterias' property or the adjoining park strip.

DATED this ____ day of _____, 2026

Respectfully submitted,

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Harvard Park Homeowner Association