PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
August 14, 2024

The Planning Commission of Park City, Utah, will hold its regular meeting in person at the Marsac Municipal Building, City Council Chambers, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online and may have options to listen, watch, or participate virtually.

MEETING CALLED TO ORDER AT 5:30 PM.

1. ROLL CALL

2. MINUTES APPROVAL

2.A. Consideration to Approve the Planning Commission Meeting Minutes from June 26, 2024

2.B. Consideration to Approve the Planning Commission Meeting Minutes from July 10, 2024

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

4. PUBLIC COMMUNICATIONS

5. CONTINUATION

5.A. **1273 Sullivan Road Unit 5 and Unit 6 – Condominium Plat Amendment** – The Applicant Proposes to Add a Second Story Room Above Existing Single-Story Unit 6 that Will Connect Directly to Unit 5 and Adding 441 Square Feet of Private Ownership to Unit 5 within the Alpine at the Retreat Condominium in the Historic Residential Medium Density Zoning District. PL-24-06182 (2 mins.)
(A) Public Hearing; (B) Continuation to a Date Uncertain

5.B. **1351 Kearns Boulevard – Conditional Use Permit** – The Applicant is Requesting a Conditional Use Permit to Expand Parking within the Frontage Protection Zone and for Shared Parking to Serve 1251 Kearns Boulevard, The Boneyard, within the General Commercial Zoning District. PL-22-05296
(A) Continuation of Work Session to a Date Uncertain

5.C. **1251 Kearns Boulevard – Conditional Use Permit** – The Applicant is Proposing to Enclose an Outdoor Dining Area Located within the Frontage Protection Zone and General Commercial Zoning District. PL-22-05240
(A) Continuation of Work Session to a Date Uncertain

6. REGULAR AGENDA

6.A. **49 Silver Strike Trail – Ratification of Final Action Letter** – On July 10, 2024, The Planning Commission Approved Modifications to Plat Note 3 That Allows Unit 3 2,091 Square Feet of Below Grade Basement Area, Not to be Included In The 90,000 Square Foot Density Allotment for The Belles at Empire Pass. PL-23-05925 (20 mins.)
(A) Action

6.B. **700 Saddle View Way – Condominium Plat Amendment** – The Applicant Proposes a 300-Square-Foot Addition to Unit 11 at the Saddle Condominiums Phase One in the Residential Development Zoning District. PL-24-06122 (15 mins.)
(A) Public Hearing; (B) Action

6.C. **218 Sandridge Road – Steep Slope Conditional Use Permit** – The Applicant Proposes an Addition to a Significant Historic Structure on a Steep Slope in the Historic Residential – 1 Zoning District. PL-24-06059 (20 mins.)
(A) Public Hearing; (B) Action

6.D. **741 Rossie Hill Drive – Conditional Use Permit** – The Applicant Requests a Nightly Rental Conditional Use Permit in the Historic Residential Low-Density (HRL) Zoning District. PL-24-06044 (20 mins.)
(A) Public Hearing; (B) Action

6.E. **Land Management Code Amendments** – The Park City Planning Department Formally Initiated Proceedings to Amend the Municipality's Accessory Uses in Master Planned Development Land Use Regulations Outlined in Land Management Code Section 15-6-8 *Unit Equivalents* and Section 15-15-1 *Definitions* Regarding Support Commercial and Residential and Resort Accessory Uses for Master Planned Developments, and Sections 15-2.7-2 *Uses* for the Recreation and Open Space Zoning District, 15-2.18-2 *Uses* for the General Commercial Zoning District, and 15-2.19-2 *Uses* for the Light Industrial Uses to Clarify Resort Support Commercial is Allowed when approved as part of a Master Planned Development. PL-24-06193 (40 mins.)
(A) Public Hearing; (B) Continuation to September 11, 2024

7. ADJOURNMENT

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Planning Department at 435-615-5060 or planning@parkcity.org at least 24 hours prior to the meeting.

***Parking is available at no charge for meeting attendees who park in the China Bridge parking structure.**

A majority of Planning Commissioners may meet socially after the meeting. If so, the location will be announced by the Planning Commission Chair. City business will not be conducted.

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
JUNE 26, 2024

COMMISSIONERS IN ATTENDANCE: Chair Sarah Hall, Christin Van Dine, John Frontero, Bill Johnson (via Zoom), Laura Suesser (via Zoom)

EX OFFICIO: Rebecca Ward, Planning Director; Virgil Lund, Planner I; Jaron Ehlers, Planning Technician; Mark Harrington, City Attorney

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1. ROLL CALL

Chair Sarah Hall called the meeting to order at 5:30 p.m. and introduced the Commissioners present. She noted that Commissioner Henry Sigg and Commissioner Rick Shand are absent. Commissioner Suesser would communicate with the Planning Commission via the chat function and some pre-drafted questions were submitted to Staff because she lost her voice.

2. MINUTES APPROVAL

A. Consideration to Approve the Planning Commission Meeting Minutes from June 12, 2024.

Commissioner Johnson provided corrections to the Meeting Minutes. On Page 2 Paragraph 2, the first sentence has "in" written two times in a row. On Page 4 Paragraph 2, the sixth sentence should be changed from Durango to Telluride. On Page 14 Paragraph 6, in the first sentence, he asked that 300 be changed to 30, so it read as "30 to 100 feet" instead.

MOTION: Commissioner Johnson moved to APPROVE the Meeting Minutes for June 12, 2024, as amended. Commissioner Frontero seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission.

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Planning Director, Rebecca Ward, thanked those attending the Planning Commission Meeting. She reviewed the public comment guidelines with those present and asked speakers to sign in.

Chair Hall pointed out that there is a lengthy agenda, but some of the items have already been noticed for continuation. She shared a disclosure for the 220 King Road application, as she is represented by both HLH, which is the appellant attorney, and Snell & Wilmer, the applicant attorney. However, she does not find any need to recuse herself from the discussion or vote.

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4. PUBLIC COMMUNICATIONS

There were no Public Communications.

5. CONTINUATIONS

A. 218 Sandridge Avenue – Steep Slope Conditional Use Permit – The Applicant Proposes an Addition to a Significant Historic Structure on a Steep Slope in the Historic Residential – 1 Zoning District. PL-24-06059.

Chair Hall opened the public hearing. There were no comments. The hearing remained open.

MOTION: Commissioner Van Dine moved to CONTINUE the application for 218 Sandridge Avenue – Steep Slope Conditional Use Permit as well as the Public Hearing to the July 10, 2024, Planning Commission Meeting. Commissioner Frontero seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission.

6. REGULAR AGENDA

A. Parcel PCA-S-98-II-X – Conditional Use Permit – The Applicant Proposes Improvements at the Mid-Mountain Trailhead, and to Increase the Number of Parking Spaces to 29. PL-24-06159.

Planner I, Virgil Lund, presented the Staff Report and explained that the application is for a Conditional Use Permit ("CUP") for Mid-Mountain Trailhead. The Mid-Mountain Trailhead has been an unofficial trailhead for many years, serving the Mid-Mountain Trail, which is a very popular trail in the area. Planner Lund shared a map and explained that this is located near the Montage Resort and the Sommet Blanc Condominiums. From the Sommet Blanc Condominium approval, Condition of Approval #18 from the Plat Approval states that "The Mid-Mountain Trailhead parking lot shall be constructed by 10/15/24." He shared an overview of the plans.

Planner Lund explained that the proposal will complete 29 parking spaces with two ADA-compliant parking spaces. Trailer parking will be allowed within the parallel parking stall along the north side of the landscaped berm. The parking area improvements comply with the Residential Development ("RD") Zoning District requirements. Parking areas are listed as front, side, and rear setback exceptions. As part of this construction, the applicant will need to remove seven trees. The Forestry Board reviewed the proposal to remove those trees and gave their approval.

The proposal complies with all of the CUP criteria. Planner Lund reported that the retaining walls seen in the plans are greater than six feet. As a result, an Administrative Conditional Use Permit ("ACUP") is needed, which will ultimately be reviewed by the Planning Director.

Planner Lund highlighted some of the Conditions of Approval. Condition of Approval #4 was carried over from the Sommet Blanc approvals and states that the applicant will need to obtain a License Agreement, which will ensure that the City can operate, manage, and maintain the Mid-Mountain parking lot. The snow removal will remain with the Empire Pass Master Owners

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Association ("EPMOA"). This will need to be recorded prior to Building Permit issuance. Condition of Approval #5 states that the parking lot needs to be constructed by October 15, 2024.

Staff recommends that the Planning Commission open a public hearing and consider approving the CUP based on the Final Action letter included in the Meeting Materials Packet. The applicant representative from Alliance Engineering is present to share any additional information needed.

Director Ward shared some questions from Commissioner Suesser. She wanted to know if monitoring has been done to determine whether the users of the lot are mostly coming from the Big Cottonwood side or from Park City. Planner Lund does not believe that has been monitored. The second question from Commissioner Suesser has to do with the significant increase in the parking stalls. She wants to know whether building more parking stalls will add more stress to the roads and trails. Lastly, she asked if the plan is consistent with the goal of encouraging transit use. Applicant representative, Connor Dinsmor, explained that there will be control of the in and out with a one-way. There will be a more controlled intersection than there is currently, which will increase safety overall. It is not his belief that adding a few more stalls will stress the roads.

Chair Hall asked about the Staff Report and the statement that one trash can is proposed to be screened with existing vegetation. She wanted to understand how trash removal will occur. Planner Lund clarified that Trails and Open Space will be in charge of trash removal. Discussions were had about recycling. Mr. Dinsmor believed it would be possible to add a reference to that.

Chair Hall opened the public hearing.

Jade Whirley gave his zip code as 84098. He is a resident of Brighton Estates and a lot of the residents there need to park in this area when there are storms. He wanted to know if there will still be 72-hour parking spaces available. As for the trailer parking that was mentioned earlier, he wanted to know if that will be for overnight parking as well. Mr. Whirley addressed the earlier question about whether most of the traffic comes from the Big Cottonwood side or the Park City side. In the wintertime, none of it comes from the other side. It is a busy and dangerous lot.

There were no further comments. The public hearing was closed.

Chair Hall asked that the questions posed during the public hearing be addressed. Planner Lund explained that it will be up to the Trails and Open Space Department to determine whether there is a desire to add restrictions on overnight parking. Chair Hall noted that there was nothing within the Staff Report or within the Final Action Letter, as drafted, that referenced the hours of parking.

Commissioner Johnson noted that the Planning Commission spoke a lot about the parking lot during the Sommet Blanc review. He wanted to confirm that there are no deviations from those previous discussions or the original approval. Planner Lund reported that during the Sommet Blanc review, there was a rudimentary design presented to the Commission, but it was not as detailed as what is now shared. The general organization and layout was determined previously.

Commissioner Johnson believed the parallel parking was due to the feedback received from the public about the need for trailer space. He next asked if the City has a Certified Arborist on Staff. Director Ward reported that there is a plan in place to have an existing Staff Member certified. Currently, applications proposing changes to significant vegetation go to the Forestry Board.

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Commissioner John Frontero found the design to be improved over the current conditions. He wondered how the 29 parking spaces were determined. Planner Lund believed the 29 spaces were determined as part of the Sommet Blanc approvals. Each parking space needs to maintain a minimum dimension of 9x18. With the amount of space that was available, that was the number of spaces that could be created. Commissioner Frontero pointed out that there are currently between 15 and 20 spaces. The excavation is not so much to create more width, but more depth. Mr. Dinsmor confirmed this and explained that the design was created to maximize the space.

Chair Hall noted that the Planning Commission spent a lot of time discussing the parking previously. She feels what is proposed is a lot safer than the current conditions. Additionally, there is compliance with the code. Chair Hall suggested that there be a slight modification to the Final Action Letter for 11(M)(i) to clearly state that there is one trash and one recycling can. Commissioner Frontero asked about the retaining wall that is taller than six feet. Planner Lund reported that the maximum is 12 feet at the highest point. It then breaks up into two stacked rock walls, which are 8-feet and 6-feet. There were no additional Commissioner questions.

MOTION: Commissioner Van Dine moved to APPROVE the Conditional Use Permit for Parcel PCA-S-98-SD-1A for the Mid-Mountain Parking Lot, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval, as amended, in the Final Action Letter:

Findings of Fact:

1. The Applicant proposes improvements to the existing Mid-Mountain Trailhead parking to increase the Parking Spaces from 15 to 29 with two that are ADA compliant. The current paved parking area requires vehicles to back onto Marsac Avenue. The improved Parking Area will be horizontally separated from Marsac Avenue with a low landscaped berm and includes angle-in parking with a one-way entrance and exit, and parallel parking for vehicles with trailers.

2. The Applicant proposes retaining walls greater than six feet in height and the removal of Significant Vegetation to construct the Parking Area improvements.

3. The Mid-Mountain Trailhead and Parking Area along Marsac Avenue in the Empire Pass area near the Sommet Blanc site has been an unofficial Parking Area for many years and is popular for recreational users.

4. Parking Areas greater than five Parking Spaces require a CUP in the RD Zoning District.

5. The Sommet Blanc Conditional Use Permit (CUP) was approved by the Planning Commission on March 9, 2022, for the development of 49 residential units and a 3,600-square-foot restaurant.

6. The Mid-Mountain Trailhead was considered as part of the 2022 Sommet Blanc approvals and CUP Condition of Approval 24 states.

    a. Condition of Approval 24 from the CUP Final Action Letter states: “Applicant shall construct a parking lot at the Mid-Mountain location and

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reroute the Mid-Mountain trail, which shall be reviewed and approved by the City Trails & Open Space Manager."

b. Condition of Approval 25 states: "Applicant shall obtain a license agreement, subject to City Attorney's Office approval, which ensures the City's ability to operate, manage and maintain the Mid-Mountain parking lot (snow removal to remain within the EPMOA)."

c. Condition of Approval 18 from the Sommet Blanc plat approval states: "The Mid-Mountain Trailhead parking lot shall be constructed by 10/15/24."

7. On June 6, 2024, the Applicant submitted a CUP for the required improvements to the Mid-Mountain Trailhead.

8. On June 11, 2024, staff determined the Application was complete.

9. The proposal complies with the Residential Development Zoning District requirements found in LMC Chapter 15-2.13

a. Front Setback:

i. Parking Areas are listed as a Front, Side, and Rear Setback exception in the RD Zoning District. The Proposed Parking Area is approximately 13 feet from the property line along Marsac Avenue.

b. Side Setback:

i. The proposed Parking Area improvements are greater than 12 feet from any side property line.

c. Rear Setback:

i. The proposed Parking Area improvements are greater than 15 feet from the rear property line.

d. Vegetation Protection:

i. The Applicant proposes to remove seven trees with a diameter of 6" inches or greater.

ii. LMC § 15-5-5(N)(4)(i)(2) establishes exceptions where the Forestry Board and Planning Director may approve the removal of Significant Vegetation "if upon their review it is found that equivalent replacement is impossible, would be detrimental to the site's existing and/or proposed vegetation, or violates Chapter 11-21 Utah Wildland-Urban Interface Code."

iii. On June 6, 2024, the Forestry Board reviewed the proposal and determined the replacement of Significant Vegetation would be

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detrimental to the site's existing vegetation and approved the removal of seven trees with a diameter of 6" inches or greater.

10. The proposal, as conditioned, complies with LMC § 15-3-4 Specific Parking Area Standards for Parking Areas With 5 of More Spaces.

    a. All Parking Lots shall maintain the required Front and Side Setbacks as would be required for any Structure.

        i. LMC § 15-15-1 defines a Parking Lot, Commercial: "A Parking Lot in which motor vehicles are parked for compensation or for Commercial Uses."

        ii. Parking Area is defined: "An unenclosed Area or Lot other than a Street used or designed for parking."

        iii. The Applicant proposes a Parking Area at the Mid Mountain Trailhead. Parking Areas are listed as a Front, Side, and Rear Setback exception in the RD Zoning District.

    b. A geotechnical report must be submitted to the City Engineer providing recommendations on Parking Lot design and construction parameters. The City Engineer may approve minor spacing and width deviations.

        i. On June 4, 2024, the City Engineer reviewed the proposed plans. The Engineering Department requires the Applicant to provide detailed engineered plans and a geotechnical report for the proposed retaining walls and Parking Area improvements at building permit submittal.

11. The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E).

    a. Size and Location of Site:

        i. The proposed Parking Area improvements will help increase pedestrian and vehicle safety at the Mid-Mountain Trailhead because vehicles will no longer be required to back into Marsac Avenue, and there is a one-way entrance and exit.

    b. Traffic Capacity:

        i. The proposed Parking Area improvements will help alleviate vehicular traffic and conflict surrounding the Mid-Mountain Trailhead by removing the need for parked cars to back into Marsac Avenue.

    c. Utility Capacity:

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i. The Development Review Committee reviewed the proposal on June 4, 2024, and confirmed the proposal conforms with their requirements.

d. Emergency Vehicle Access:

i. The Park City Fire District reviewed the proposal on June 4, 2024, and confirmed the proposal conforms with their requirements.

e. Off-Street Parking:

i. The proposed Parking Area improvements will increase the amount of Off-street parking for recreation uses from 15 Parking Spaces to 29.

f. Internal Vehicular and Pedestrian Circulation System:

i. The proposed Parking Area improvements will help increase pedestrian and vehicle safety at the Mid-Mountain Trailhead because pedestrians and users of the Parking Area will be located off Marsac Avenue and will be separated by a landscaped berm.

g. Fencing, Screening, and Landscaping:

i. The Applicant proposes retaining walls greater than six feet along the hillside to stabilize the slope surrounding the Parking Area. The maximum height that the retaining walls will reach is 12 feet from the Final Grade and will span the length of the Parking Area, approximately 288 feet across. The proposed retaining wall will be constructed of rocks.

ii. Retaining walls greater than six feet in the RD Zoning District requires an Administrative Conditional Use Permit (ACUP). The Applicant submitted an ACUP for the retaining walls with the Planning Department.

h. Structure Mass, Bulk, and Orientation:

i. The total square footage for the proposed improvements will be approximately 18,000 square feet. Vegetation must be protected during development activity, and disturbed areas must be replaced with existing or improved conditions.

ii. The proposed Parking Area improvements will be similar in design to other Trailheads in Park City. On May 27, 2024, the Trails and Open Space Department approved the design for the proposed Parking Area improvements.

i. Useable Open Space:

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i. The proposed Parking Area will increase the accessibility to Open Space for the community.

j. Signs and Lighting:

i. Municipal Code of Park City § 12-8-1 lists exceptions from the Sign Code requirements: “Signs located inside open-air recreational facilities that are not oriented to public streets, such as signs in ski resorts, skateboard parks, and golf courses, are exempt from the requirements of this Title.”

ii. The Applicant proposes a trailhead kiosk sign that is four feet wide by four feet tall and approximately eight feet tall and is not oriented to Marsac Avenue, similar to other kiosk signs at Park City trailheads.

iii. There will be six signs, approximately seven square feet each, oriented towards Marsac Avenue.

iv. The Sign Code states the following in § 12-8-1(A): “CITY SIGNS. Signs erected by or at the direction of the Park City Municipal Corporation are exempt from the requirements of this Title.”

v. The Trails and Open Space and Engineering Department requires the Applicant to install entrance and exit signs, trail crossing warning signs, a stop sign at the Parking Area exit, and trail stop signs for trail users.

k. Physical Design and Compatibility with Surrounding Structures:

i. The Applicant proposes retaining walls greater than six feet along the hillside to stabilize the slope surrounding the Parking Area. The maximum height that the retaining walls will reach is 12 feet from Final Grade and will span the length of the Parking Area, approximately 288 feet across. The proposed retaining wall will be constructed of rocks.

ii. The design of the Parking Area will be graded to match the existing grade of Marsac Avenue and will be screened from Marsac Avenue with a low landscaped berm with small boulders approximately 3-5 feet in diameter to discourage parking within the landscaped area.

l. Noise, Vibration, Odors, Steam, or Other Mechanical Structures:

i. The applicant proposes installing a 110-square-foot singular pit toilet on the east side of the Parking Area, to be maintained by the Trails and Open Space Department.

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m. Control of Delivery and Service Vehicles; Loading and Unloading; Screening of Trash and Recycling Pickup Areas:

i. One trash and one recycling area is proposed with this application.

n. Expected Ownership:

i. Parcel PCA-S-98-SD-1A is owned by REDUS LLC. The Applicant obtained approval by UDOT for the proposed work adjacent to Marsac Avenue.

o. Environmentally Sensitive Lands, Physical Hazards, Historic Mining Waste, Park City Soils Ordinance, or Steep Slopes:

i. The proposed Parking Area improvement plans were evaluated as part of the Sommet Blanc MPD/CUP Approval. The Planning Commission reviewed the proposed location and plans for the Mid-Mountain Trailhead improvements attached as Exhibit X to the March 9, 2022, Planning Commission packet.

ii. Staff determined at that time "The MPD Conclusion of Law #10 notes that the Flagstaff Annexation was not included in the Sensitive Lands Overlay. The MPD does not assert why this is, but it may be because, at the time of annexation, the City and Applicant strategically chose specific development pods and donated the other acreage to preservation. Fourteen (14) technical reports were required and submitted with the annexation agreement that covered detailed reports of the area including a mine soil mitigation plan, open space management plan, a trails master plan, historic preservation, and wildlife management plan (amongst others). Again, these plans were utilized to suggest the least sensitive areas for development while preserving 826 acres as Open Space. The 2004 Village at Empire Pass MPD Conclusion of Law #10 noted: "The Sensitive Lands (overlay) Zone did not specifically apply to the Empire Pass Large-Scale MPD annexation; however, the locations of the development pods are based on Sensitive Lands principles."

iii. The Applicant proposes retaining walls to stabilize the slope surrounding the Parking Area. The proposed retaining walls are appropriate for the site and necessary to stabilize the surrounding hillside for the Parking Area improvements. Condition of Approval 3 requires the Applicant to provide engineered plans and a geotechnical report to be reviewed by the Engineering Department prior to Building Permit issuance.

iv. The proposed Parking Area improvements do not conflict with any Physical Mine Hazards, and they are outside the Soils Ordinance Boundary. No wetlands, ridgelines, stream corridors, or wildlife habitat will be impacted.

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v. The Flagstaff technical report number 13 “Wildlife Management Plan” does not mention the Mid-Mountain Trailhead as a Sensitive Wildlife Area. The Open Space Management plan does not specifically mention the Mid-Mountain Trailhead, but it could be inferred that the “trailhead” mentioned refers to the Mid-Mountain Trailhead. “Deer Valley and UPK have historically cooperated with the Utah Department of Transportation (UDOT) in providing a base parking area and snowmobile route through the Deer Valley ski area for use by property owners in Wasatch County in accessing cabins and/or lots outside the boundaries of Deer Valley ski resort. This route is the same as that referred to under the commercial snowmobile operations section, above. While the parking area and trailhead will ultimately be relocated, Deer Valley and UPK will continue to work with UDOT in providing winter access to Wasatch County landowners.”

vi. The proposal includes parallel parking stalls for vehicles with trailers. There are no additional technical reports that mention the Mid-Mountain Trailhead.

p. General Plan:

i. Goal 4 of the General Plan states: “Conserve a connected, healthy network of open space for continued access to and respect for the Natural Setting.” The proposed Parking Area improvements will increase access and connectivity in Open Space areas.

ii. Goal 9 of the General Plan states: “Park City will continue to provide unparalleled parks and recreation opportunities for residents and visitors.” The proposed Parking Area improvements will provide residents and visitors with improved access to recreational opportunities.

12. Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on June 12, 2024.

13. Staff mailed a courtesy notice to property owners within 300 feet on June 12, 2024. The Park Record published a courtesy notice on June 12, 2024.

Conclusions of Law:

1. The proposal complies with the Land Management Code requirements pursuant to Chapter 15-2.13 Residential Development Zoning District, Chapter 15-3 Off-Street Parking, and Section 15-1-10, Conditional Use Review Process.

2. The Use will be compatible with surrounding Structures in use, scale, mass, and circulation.

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3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval:

1. Final building plans and construction details shall reflect substantial compliance with the final plans dated June 7, 2024, submitted to the Planning Department and reviewed June 26, 2024, by the Planning Commission.

2. The Applicant is responsible for notifying the Planning Department prior to making any changes from the approved plans. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director prior to construction.

3. The Applicant shall provide detailed engineered plans and a geotechnical report for the proposed retaining walls and Parking Area improvements at building permit submittal.

4. The Applicant shall obtain a license agreement, subject to City Attorney's Office approval, which ensures the City's ability to operate, manage, and maintain the Mid-Mountain parking lot (snow removal to remain within the EPMOA) prior to Building Permit Issuance.

5. The Mid-Mountain Trailhead parking lot shall be constructed by 10/15/24.

6. All disturbed vegetation must be replaced to existing or improved conditions and shall comply with LMC § 15-5-5(N). Seeded areas shall have at least 80% or more germination prior to site completion.

7. The Applicant shall obtain a Conditional Access Permit from UDOT prior to Building Permit issuance.

Commissioner Frontero seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission.

B. 8945 Marsac Avenue Moonshadow Condominiums – Condominium Plat Amendment – The Applicant Proposes to Amend the Moonshadow Condominium Plat to Define Private and Limited Common Areas for Units A, B, C, D, F, and H. PL-24-06084.

Planner Lund presented the Staff Report and explained that the application is for a Condominium Plat Amendment at 8945 Marsac Avenue for the Moonshadow Condominiums. The Plat Amendment is for Units A, B, C, D, F, and H, of the Moonshadow Condominiums. Units E and G will come back for a Plat Amendment at a later date. Planner Lund shared background information about the Moonshadow Condominiums. These are part of the Flagstaff Development Agreement and the Village at Empire Pass Master Planned Development ("MPD"). The Planning Commission approved no more than 31 unit equivalents of residential density (62,000 square

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feet) for the Moonshadow Condominiums. Eight units were ultimately created. Units A, B, C, D, F, and H, have approved ACUPs and have been issued Building Permits. As part of the original ordinance back in 2018, Condition of Approval #9 includes the following language:

- "The plat shall note that...a supplemental condominium plat for each unit shall be approved and recorded at Summit County prior to issuance of a Certificate of Occupancy. Supplemental plats may be combined."

As for Condition of Approval #6, there are portions of the units that have limited common areas within the Recreation and Open Space ("ROS") Zoning District. Carried over from Ordinance 2018-54, any construction disturbances within the ROS-zoned portions are subject to the Amended Development Agreement and associated technical reports. Planner Lund explained that the proposal complies with the Flagstaff Development Agreement and the Empire Pass MPD. No individual unit can exceed 7,750 square feet of floor area. With this Condominium Plat, the applicant proposes a combined 40,746 square feet of floor area for all units. No individual unit exceeds the 7,750 square foot limitation. Staff finds good cause for the Plat Amendment because it is required as part of Ordinance 2018-54, and it combines six of the eight Condominium Plat Amendments for efficiency. Additionally, he reminded Commissioners that the application is compliant with the Amended Flagstaff Development Agreement and the Empire Pass MPD.

The applicant representative, Michael Demkowicz from Alliance Engineering, introduced himself to the Commission. As for the Condition of Approval for the Certificate of Occupancy, there is a desire to address that during the Planning Commission Meeting, if possible, since there are a few units that are requesting a Certificate of Occupancy. Mr. Demkowicz asked that the homes that are ready be granted the ability to move in as the recording process is taking place.

Director Ward explained that the Condition of Approval that requires the Plat process to be completed is from an ordinance approved by the City Council back in 2018. One of the Conditions of Approval for that ordinance is that a supplemental Condominium Plat for each unit shall be approved and recorded at Summit County prior to issuance of a Certificate of Occupancy. There would need to be a separate process to amend that ordinance requirement. Mr. Demkowicz stated that the redline process will be expedited and recording will take place as soon as possible.

Commissioner Johnson asked about the snow storage easement removal. Director Ward read a question on behalf of Commissioner Suesser, which has to do with why the snow storage easement bordering Marsac Avenue is being removed. Mr. Demkowicz reported that the 10-foot snow storage easement along Marsac Avenue was put on in the original plat in 2018 as a request from the City. During that time, there was an existing berm there to separate where the future Moonshadow Court Road would be and Marsac Avenue. With where the road was built, to keep that berm in place, three retaining walls needed to be constructed. There has been work with the City to determine how to keep the wall there because it makes sense to have the berm. There have also been conversations with the Utah Department of Transportation ("UDOT") and UDOT does not have any entitlements. Additionally, there have been discussions with the person who does the plowing for the EPMOA, and currently, the right-of-way is 50 feet wide and the road is only 30 feet wide. There are 10-foot shoulders on each side of Marsac Avenue in that area. On heavy snow days, a snowblower is used to blow snow to the south side of the road.

Commissioner Johnson noted that regardless of how the snow plowing is managed and who owns the road, the Planning Commission previously pro-actively dedicated that road. He wanted to

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know if the intention was to keep the berm for safety. Mr. Demkowicz explained that the way Marsac Avenue was originally constructed, it was always cut into the mountain in this location. Technically, the additional 10 feet beyond the right-of-way does not become a snow storage easement, because it is uphill. The language was not challenged at the time the original Moonshadow plat was created. The original plat did not anticipate the sensitivity to headlights, privacy, and noise that Marsac Avenue has on the neighborhood. Had that been anticipated, the snow storage easement would have been addressed back in 2018 and it would not have been on the original plat. Now that there are homeowners, the sensitive to that berm is very important.

Commissioner Johnson believes the pro-active approach the Planning Commission has been taking is the right path for snow storage. However, he believes the information included in Exhibit F is clear. It is important to focus on safety for those in the area. Commissioner Frontero asked if there is somewhere else to move the 10-foot snow storage easement. It was noted that the issue is the berm, fencing, and rock wall being within the 10-foot snow storage easement. Additional discussions were had about the easement and what is located in the surrounding area.

Commissioner Frontero explained that he is hesitant to eliminate snow storage in that area, as it is difficult to find places to put the snow safely. He is not generally in favor of removing dedicated snow storage spaces. That being said, he does understand what has been presented in this case. Mr. Demkowicz pointed out that if a note can be put on the Condominium Plat that states the snow storage easement will remain, but it is still possible to have the berms, fencing, and necessary rock walls within the easement, there likely does not need to be a request to remove. He simply does not want to run into an issue where the safety improvements cannot be done.

Commissioner Frontero wondered whether there is enough room to serve both needs. Mr. Demkowicz reported that the berm is inside the 10-foot snow storage easement. It is outside of the right-of-way and in the Moonshadow property but is within the 10-foot easement area that was on the original plat. Chair Hall referenced Condition of Approval #7. It stated that "Each individual unit may not exceed 7,750 square feet of floor area, consistent with the Amended Development Agreement." She asked that this state, "including basement," which is part of the Findings of Fact above. The way floor area is defined excludes the basement as a default.

Chair Hall opened the public hearing.

Anne Bransford gave her zip code as 84060. According to the Development Agreement, for any excavation of soil, that soil has to remain within the EPMOA and cannot be trucked out. She asked how many cubic yards are being looked at for this and where the soil will be relocated.

There were no further comments. The public hearing was closed.

MOTION: Commissioner Frontero moved to APPROVE the Condominium Plat Amendment for 8945 Marsac Avenue, Moonshine Condominiums, Units A, B, C, D, F, H, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval, as amended, in the Final Action Letter:

Findings of Fact:

1. The Moonshadow Condominiums are part of the Flagstaff Annexation Area, governed by the Flagstaff Development Agreement, the Village at Empire Pass Master Planned Development, within the Residential Development (RD) and Recreation Open Space (ROS) Zoning Districts.

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2. The Moonshadow Condominiums contain eight PUD-style units. The 2007 Amended Flagstaff Development Agreement describes PUD-style units as "clustered, detached, single-family or duplex units with common open space and coordinated architecture."

3. The City Council adopted Ordinance 2018-54 approving the Moonshadow Condominiums on October 25, 2018. On July 1, 2019, the Moonshadow Condominiums Plat was recorded with Summit County, Summit County Recorder Entry No. 111351. The Plat created an eight-unit condominium.

4. As part of the Village at Empire Pass Master Planned Development Approval and the Amended Flagstaff Development Agreement, the Planning Commission approved no more than 31 Unit Equivalents (UEs) of residential density (62,000 square feet) for the Moonshadow Condominiums.

5. Ordinance 2018-54 Condition of Approval 7 states: "Administrative Conditional Use Permits (ACUP) are required prior to building permit issuance for the Moonshadow Condominiums." Units A, B, C, D, F, and H have approved ACUPs and have been issued Building Permits. Condominium plat approvals memorializing private, common, and limited common area of each unit are required prior to issuance of Certificates of Occupancy.

6. The proposed plat amendment complies with the City Council approvals for the Condominiums:

    a. The City Council approved the Moonshadow Condominiums with the following Setbacks: "Fifteen foot (15') front setbacks (20' to the front of the garage) are approved to cluster units closer to the private street in order to decrease cut and fill, decrease driveway area, increase the separation from areas of 40% and greater slope, and to protect additional existing vegetation."

    b. The proposed plat amendment complies with the 15-foot (20-foot to the front of the garage) Front Setback requirement for all proposed Units.

    c. Side Setback Requirement: The Side Setbacks are 12 feet between structures. For units that abut the Subdivision Lot lines, the Structures must maintain a minimum Side Setback of 12 feet.

        i. The proposed condominiums comply with the 12-foot Side Setback requirement.

    d. Rear Setback Requirement: The Rear Setback is zero feet (0') which is the RD/ROS Zoning District line.

        i. No structures are proposed in the ROS-zoned portion of the plat.

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7. The proposed plat amendment complies with the ROS Zoning District Requirements.

    a. No structures are proposed or approved to be constructed in the ROS Zoned portion of the Plat. Each unit has Limited Common Area that is located within the ROS Zone. Staff recommends a Condition of Approval that the Limited Common Area that is within the ROS zone of each unit must comply with the ROS zoning district requirements and comply with Ordinance 2018-54 Condition of Approval 20: "Construction disturbances within ROS portions are subject to the Amended Development Agreement and associated Technical Reports."

8. The proposed plat amendment complies with the Village at Empire Pass Master Planned Development and the Amended Flagstaff Development Agreement.

    a. As part of the Village at Empire Pass Master Planned Development Approval and the Amended Flagstaff Development Agreement, the Planning Commission approved no more than 31 UEs of residential density (total of 62,000 square feet) for the Moonshadow Condominiums, with no individual unit exceeding 7,750 square feet of floor area. The Amended Development Agreement requires PUD-style units to include all floor area, including all basement areas, in the UE calculations. 600 square feet of garages are excluded.

    b. The Applicant proposes a combined 40,746 square feet of floor area for all units included in this Plat Amendment, and no individual unit exceeds 7,750 square feet. The Applicant has a remaining 21,254 square feet of floor area for Units E and G. However, each individual Unit may not exceed 7,750 square feet of floor area consistent with the Amended Development Agreement.

9. The proposed plat amendment complies with Chapter 15-3, Off-Street Parking.

    a. Condominium units greater than 2,000 square feet in floor area require two Parking Spaces per unit. Double car garages must be at least twenty feet (20') wide by twenty feet (20') deep. All proposed units have interior garages measuring at least 20 feet wide by 20 feet long and accommodate two Parking Spaces.

10. The proposed plat amendment complies with LMC § 15-7.1-3(B), Plat Amendment:

    a. Changes to platted elements including conversion of Common Area/Limited Common Area within a condominium requires a Plat Amendment.

    b. Plat Amendments shall be reviewed according to the requirements of LMC § 15-7-1.6 and approval shall require a finding of Good Cause.

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c. LMC § 15-15-1 defines Good Cause as "Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community."

d. Staff finds Good Cause for this plat amendment because this amendment is required as part of Ordinance 2018-54 Condition of Approval 9: "The plat shall note that . . . . a supplemental condominium plat for each unit shall be approved and recorded at Summit County prior to issuance of a certificate of occupancy. Supplemental plats may be combined."

e. The Condominium Plat Amendment is compliant with the Village at Empire Pass MPD and Amended Flagstaff Development Agreement and does not create any non-conformities.

f. No Public Street or Right of Way is vacated or amended.

11. The Development Review Committee reviewed the proposal on April 16, 2024and does not require Conditions of Approval.

12. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on June 12, 2024.

13. Staff mailed a courtesy notice to property owners within 300 feet on June 12, 2024. The Park Record published a courtesy notice on June 12, 2024.

Conclusions of Law:

1. There is Good Cause for this plat amendment.

2. The Plat Amendment is consistent with Land Management Code § 15-7.1-3(B), § 15-7.1-6, and Chapter 15-2.13 Residential Development District.

3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.

4. Approval of the Plat Amendment, subject to the conditions below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, the Conditions of Approval, and the amended CC&Rs prior to recordation of the plat.

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2. The Applicant shall record the plat at the County within one year from the date of Planning Commission approval. If recordation is not complete within one year, this approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.

3. Conditions of Approval of the Village at Empire Pass Master Planned Development and the Village at Empire Pass North Subdivision plat continue to apply.

4. Conditions of approval of the Amended Flagstaff Development Agreement and all related Technical Reports continue to apply.

5. An Administrative Conditional Use Permit for each of the remaining two Units (Unit E and Unit G) is required prior to issuance of any Building Permits for the units.

6. The Limited Common Area that is within the ROS Zoning District of each unit must comply with the ROS requirements and Ordinance 2018-54: "Construction disturbances within ROS portions are subject to the Amended Development Agreement and associated Technical Reports."

7. Each individual Unit may not exceed 7,750 square feet of floor area, including basement, consistent with the Amended Development Agreement.

Commissioner Van Dine seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission.

C. 218 Sandridge Road – Plat Amendment – The Applicant Proposes Creating a 5,835-Square-Foot Lot and Dedicating 233 Square Feet to Sandridge Road for a Significant Historic Site in the Historic Residential – 1 Zoning District. PL-24-06059.

Planning Technician, Jaron Ehlers, presented the Staff Report and explained that the application is for a Plat Amendment at 218 Sandridge Road. He explained that this is a historic structure. He shared a map and a historic photograph of the property. Additional photographs were reviewed. 218 Sandridge Road was built between 1889 and 1900, but a rear addition was added in 1941. This is designated as a Significant Site on the Historic Sites Inventory. This is currently a metes-and-bounds parcel. The proposal is to convert that parcel into a recorded lot of record.

Planner Ehlers explained that the property is exempt from the maximum lot size regulations, as it is a historic structure. The lot is 103 feet wide. Staff recommends several Conditions of Approval, including a condition that a Plat Note shall state that the maximum building footprint is 2,048 square feet. Another condition requires a 10-foot snow storage easement along Sandridge Road. He noted that the applicant is proposing to dedicate 233 square feet of right-of-way.

There is Good Cause for the Plat Amendment, as it preserves the present land uses and historic structures. Creating a lot will allow the applicant to move forward with the rehabilitation of the structure. Additionally, the applicant is proposing to dedicate the right-of-way area. As a result, Staff recommends that the Planning Commission approve the Plat Amendment for the property.

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Director Ward posed a question on behalf of Commission Suesser. Part of the Good Cause cited for the Plat Amendment is to create a lot for the Significant Historic Site, which will allow for the rehabilitation of the structure. However, the Staff Report notes that modifications have been made to the site over the years and it is not considered eligible for listing on the National Register of Historic Places. She wanted to know whether the structure will be required to be rehabilitated and preserved. Director Ward explained that it still qualifies as a Significant Historic Site on the Park City Historic Sites Inventory. The applicant is proposing to rehabilitate the historic structure and has been going through the review process with the Historic Preservation Board.

Chair Hall opened the public hearing. There were no comments. The public hearing was closed.

MOTION: Commissioner Van Dine moved to APPROVE the Plat Amendment for 218 Sandridge Road, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Final Action Letter:

Findings of Fact:

1. 218 Sandridge Road is a Significant Historic Site on the Park City Historic Sites Inventory, constructed during the Mature Mining Era (1894-1930).

2. The property is 5,835 square feet and the Applicant proposes dedicating 233 square feet as Sandridge Road right-of-way, creating a 5,612-square-foot Lot.

3. 218 Sandridge Road is in the Historic Residential – 1 Zoning District, which establishes a maximum Lot size of 3,750 square feet. However, pursuant to Land Management Code Section 15-2.2-4, Historic Sites are exempt from the maximum Lot size regulations.

4. The Historic Residential – 1 Zoning District requires a minimum Lot width of 25 feet. The proposed Lot is 103 feet wide.

5. The Historic Residential – 1 Zoning District establishes a maximum Building Footprint of 2,048 square feet for a 5,612-square-foot Lot.

6. On June 12, 2024, staff duly noticed a Planning Commission public hearing for June 26, 2024.

Conclusions of Law:

1. The 218 Sandridge Avenue Plat Amendment complies with Land Management Code Chapter 15-2.2 Historic Residential – 1 Zoning District and Chapter 15-7 Subdivisions.

2. There is Good Cause for the Plat Amendment because it creates a Lot for a Significant Historic Site, dedicates 223 square feet at Sandridge Avenue right-of-way, and resolves non-conformities – the Significant Historic Structure straddles portions of Lots 21 and 22 of Block 12 of the Park City Survey, and the Plat Amendment resolves the non-conformity.

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3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.

4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer shall review and approve the final form and content of the Plat Amendment for compliance with State law, the Land Management Code, and these Conditions of Approval prior to recordation of the plat.

2. The Applicant shall record this Plat Amendment at the County within one year from the date of Planning Commission approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.

3. A plat note shall state the maximum Building Footprint is 2,048 square feet.

4. A 10-foot snow storage easement along Sandridge Road in a form approved by the Engineering Department shall be added to the plat prior to recordation.

Commissioner Frontero seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission.

The Planning Commission took a short break ahead of the next item on the meeting agenda.

D. 220 King Road – Plat Amendment (PL-22-05319) – On April 30, 2024, the Appeal Panel Denied the Appeal of Conditional Use Permits and a Steep Slope Conditional Use Permit for a New Single-Family Dwelling at 220 King Road, Lot 2 of the Treasure Hill Subdivision, Part of the Sweeney Master Planned Development. The Appeal Panel Remanded the Plat Amendment to the Planning Commission to Determine (1) Does the Sensitive Land Overlay Apply Due to Sweeney Master Planned Development Vesting; (2) If the Sensitive Land Overlay Applies, whether it Can Bisect a Lot; and (3) If the Sensitive Land Overlay Applies, What is Staff's Sensitive Land Determination, Recommendation, and Mitigations. PL-24-06057.

Director Ward explained that this is an Appeal Remand from the Appeal Panel for a Plat Amendment request at 220 King Road. The applicant applied for CUPs and a Plat Amendment to demolish a home and guest house, to construct a home, accessory building, outdoor pool, and underground parking area. On February 14, the Planning Commission approved the CUPs and Plat Amendment, and on March 1, the appellants appealed. On April 30, the Appeal Panel denied the CUP appeals and remanded the following questions regarding the Sensitive Land Overlay:

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- Whether the Sensitive Land Overlay applies due to the Sweeney MPD vesting;
- If the Sensitive Land Overlay applies, whether it can bisect a lot;
- If the Sensitive Land Overlay applies, what is Staff's Sensitive Land determination, recommendation, and mitigations.

Director Ward explained that what happens next will depend on the determination made by the Planning Commission on the first question. If the determination is no, then the Commission can direct Staff to draft written findings for Appeal Panel consideration. If the determination is yes, then the second question will be considered. If the answer to question two is no, then the Commission can direct Staff to draft writing findings for Appeal Panel consideration. If the answer is yes, then the third question will be considered. At this time, the first question will be addressed.

Additional background information was shared with the Commission. Director Ward reported that the Planning Commission approved the Sweeney MPD in 1985 and it was amended in 1986. It includes seven homes in the Treasure Hill Subdivision. In 1990, the City Council zoned the six Treasure Hill lots, which included 220 King Road, to HR-1-MPD. In 1992, the City Council adopted the Sensitive Land Overlay. Between 1995 and 2009, the Treasure Hill Subdivisions were platted and amended. Regarding the first question, research confirms that the Sweeney properties were considered vested unless a substantive change to the Sweeney MPD was proposed. This is reflected in a 1992 letter from City Attorney, James Carter, about the applicability of the Sensitive Land Overlay. It stated, "If, however, a change in the Mater Plan is requested, as defined in the LMC, the provisions of the Sensitive Lands Ordinance would be applied. A change will be defined as any change in concept, unit type, configuration, or number."

With the Treasure Hill properties, because of the Sweeney MPD vesting, the Sensitive Land Overlay was not considered in any of the reviews as they were platted and amended. Rather, those reviews were evaluated for compliance with the Sweeney MPD. City Attorney, Mark Harrington, suggested that the applicant address the matters related to the first question.

The applicant representative, Wade Budge, introduced himself to the Commission. He explained that Bruce Baird and Jason Bull are also present. As Staff indicated, this matter was heard at an Appeal Panel hearing. It was an exhaustive hearing that lasted for approximately five hours. The decision that was made by the Planning Commission was upheld during that appeal. The questions that remain have to do with the Sensitive Land Overlay. Mr. Budge explained that he will review a timeline and some maps that will answer the question of whether it applies.

Mr. Budge shared a timeline with the Commission. He pointed out that the Sweeney MPD was approved in 1985, and in 1990, Lot 2 and its companion lot received a Preliminary Plat Approval from the Planning Commission. That date is important because additional rights begin to vest upon plat application. In addition, in 1990, there was another identification of a Preliminary Plat.

In 1992, the Sensitive Land Overlay was approved. After 1992, when the Sensitive Land Overlay was created and the map was approved that created the boundary, the Treasure Hill Phase 1 Preliminary Plat was approved. In 1995, it received Final Plat approval. Beginning in 1993, certain actions occurred after the adoption of the Sensitive Land Overlay. There was no Sensitive Land Overlay review, which is something that was mentioned in the Staff Report. It confirms the understanding that as applications were being processed in the Sweeney MPD, that Sensitive Land Overlay was not being applied to those applications. This is important to keep in mind.

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Similarly, in 1997, there was an amendment to Lot 2. Mr. Budge reported that the buildable area was shifted five feet to the west. In connection with that approval, there was a Small Scale Master Plan and Accessory Dwelling approved. In 2000, there was one instance where the Sensitive Land Overlay boundary was adjusted. That was done over on Deer Valley Drive East to adjust the line as it was first enacted. This shows that both under the Land Management Code ("LMC") and under State Law, the way a Sensitive Land Overlay boundary is installed or moved is through a map amendment. The only body that can do that is the City Council through ordinance. There has been a consistent course of action from the City with respect to how the Sensitive Land Overlay is treated as well as how development within the Sweeney MPD is treated.

Mr. Budge noted that the arguments before the Planning Commission relate to the applicant lot and the lot owned by the appellants. He shared a section from the ordinance in 1990. There are two areas circled. In yellow, that section shows that the two King Road single-family lots were being rezoned at that time. In red, it states that the rezone was requested after the two lots already received Preliminary Plat Approval. Mr. Budge shared a map that was used in 1992 when the Sensitive Land Overlay was approved. According to the initial Sensitive Land Overlay boundary, as set by the ordinance in 1992, the two lots indicated were set outside of the boundary. This is because the City has a policy in its code about not bisecting lots unless there was an intent to do so. When the Sensitive Land Overlay was enacted, it was consistent with that policy. Mr. Budge shared several examples to indicate the location of the yellow and red lots. He explained that the lots were both located downhill and were not in the Sensitive Land Overlay.

The digitization of the Sensitive Land Overlay lines occurred in 2010. During that process, the Sensitive Land Overlay line begins to drift, which causes it to bisect the upper portion of the red and yellow lot. This has caused some confusion and caused the Appeal Panel to question whether there was still an open item. Once this matter was remanded, he was able to look at the information further and confirm that there has been no Council action to adopt the digitization of the line as it has drifted. In order to determine whether the Sensitive Land Overlay actually touches a property, the actual ordinances adopting the maps need to be reviewed and considered. He has since done that and no ordinance showed the 1992 line has been amended.

In terms of the question posed by the Appeal Board about whether the Sensitive Land Overlay should be applied to the Sweeney MPD, this was addressed in a response letter that was submitted to the City earlier that morning. Mr. Budge reiterated that the Sensitive Land Overlay is clearly outside of the applicant property and the Sensitive Land Overlay does not apply. However, since it does apply to some lots in the Sweeney MPD, the matter was addressed through the concept of vesting. The letter from Attorney Carter directly speaks to the issue. As long as the MPD is valid and moving forward, then the Sensitive Land Overlay does not apply to defeat the rights that were vested. The MPD contemplated the seven homes and the lots. In this instance, the approval for the homes and approval for the lots predates the enactment of the Sensitive Land Overlay. It is true that the Final Plat was not approved until after the adoption of the Sensitive Land Overlay, but it was understood that the Sensitive Land Overlay could not be made to apply to any of the Sweeney MPD lots to defeat a plat. In fact, he pointed out that the Sensitive Land Overlay was not even discussed when the Final Plat was being considered.

Mr. Baird shared a Sensitive Land Overlay map comparison to compare the 1992 adopted boundary and the digitized version of the line. The red line, which is the digitized approximation, is significantly downhill from the actual line. The Sensitive Land Overlay, as adopted, does not

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include 220 King or the home of the appellant. The digitized approximation line was never adopted pursuant to any City Code and there is no evidence in the record to indicate otherwise.

Chair Hall noted that it is unusual for the Planning Commission to have an appeal remand. Staff shared the list of questions as well as an outline for how to move forward based on the answers.

Commissioner Frontero asked Mr. Budge to show in the code where it states the Sensitive Land Overlay will not bifurcate a lot. Mr. Budge offered to look for that and share it with the Commission. Commissioner Johnson wanted to understand the difference between the Sensitive Land Overlay, Frontage Protection Zone, and Entry Corridor Protection Overlay. Chair Hall believed if there are concerns about the second question posted by the Appeal Panel, it might make sense to receive full presentations. Attorney Harrington suggested that Mr. Budge respond to Commissioner Frontero and then Director Ward can present materials related to the second question.

Mr. Budge referenced LMC 15-1-6, which was cited in the letter that was submitted to the City. It states that zoning boundary lines are intended to conform to existing property boundary lines, unless the lines are located by specific dimension, in which case, the dimension shall control. At the end of the Staff Report, it states that there has not been evidence found to determine there has been intent manifest to have this particular zoning line go through a particular property.

Mr. Baird added that there seemed to be some question from the appellant about whether the Sensitive Land Overlay line is a zoning line. It is a zoning line, as the Sensitive Land Overlay is clearly a zone boundary. Additionally, there is no evidence of any intent regarding the location of the digitized approximation line. It is simply a digitized remnant of what was a graphic analog presentation. Mr. Budge read portions from the Staff Report, which stated that the only change to the boundary of the Sensitive Land Overlay since enactment in 1992 is the 2000 modification of the boundary. It goes on to say that there may have been an unintentional shift when the move was made from the original paper zoning map to the digital zoning map platform.

Commissioner Johnson believed that because of the digitized issues and because the map was not modified, similar to the 2000 modification, it is not possible to define where the boundary is located. It is a valid boundary at some point, but right now, there is not something clearly set. Mr. Budge explained that at a past Planning Commission Meeting, there was an acknowledgment that there was not clarity about the location of the line. However, at that time, he stated that even if the line does somehow drift onto the subject property, because of the extensive work that was done, any standard that would have been applied has already been met. When information was presented to the Appeal Panel, there was a desire to better understand whether the line is there.

Due to the questions posed by the Appeal Panel, exhaustive research has been done to determine the location of the line. While there might have been uncertainty back when the matter was discussed by the Planning Commission in February, there is no longer uncertainty. Mr. Budge explained that the reason for this is that when the map and zone were adopted in 1992, those were done accurately and correctly. There is now clarity about the boundary line.

Commissioner Johnson explained that he has struggled with this matter, as it is difficult to define where the boundary is at the current point based on historical documents. He wants additional clarity about the boundary line. Mr. Budge noted that this is not the only application he has worked on that involves sensitive lands. Whenever there is a property where a map appears to show that sensitive lands are near or potentially crossing, he will pull up the actual ordinance that adopted that particular line to make sure there is consistency. That ensures everyone is acting in

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conformity with what was established by the only body legally authorized to set a zoning district boundary. Commissioner Johnson referenced the low resolution of the previous maps.

Mr. Baird shared a portion of the 1995 Staff Report, which reflects the actual Sensitive Land Overlay that came from the 1992 map. The 1995 Staff Report image is clearer than the original map. Looking at either of those two maps, it is clear that the line is uphill from the subject property. Commissioner Johnson explained that the problem he is having with the images is that the older maps show the building footprint of the existing homes. He wants to understand where the accessory use that is being proposed aligns with the Sensitive Land Overlay. Mr. Baird stated the whole lot is outside the Sensitive Land Overlay, not just the building envelope, but the entirety.

Commissioner Johnson asked about the project timeline slide that was shared earlier. He wondered whether there was a reference in the Findings of Fact to any of the Sweeney MPD Plat Amendments regarding the Sensitive Land Overlay. Director Ward reported that the Staff Reports, Meeting Minutes, and Final Action Letters were reviewed and the Sensitive Land Overlay was not brought in as part of the consideration or evaluation for any of those properties.

Commissioner Christin Van Dine asked about the digitized line that protrudes into the property. She wanted to understand the area that it impacts. Director Ward explained that the way the Sensitive Land Overlay is illustrated on the zoning map is with a straight line. The property lines for 220 King Road are not parallel to that, so there is a range. It is approximately 30 to 35 feet.

Commissioner Frontero noted that the first question posed has to do with vesting. He suggested that Commissioners discuss the first question that was remanded to the Planning Commission. It makes sense to look at whether the Sweeney MPD has vested rights that precede the 1992 Sensitive Land Overlay. He asked the City Attorney about the interpretation of the timeline because, in his view, the timeline is the key to whether this is vested or not. Attorney Harrington explained that with vesting questions, there is not always a black-and-white answer. The timeline is the first question in vesting, in terms of when a project was approved. Staff and the applicant are somewhat in agreement on the timeline that there was vesting. He noted that the second question relates to what there is vesting for. That is the nature of what the Attorney Carter letter tried to address. He reminded Commissioners that the letter from the previous City Attorney stated that only a substantive amendment to the MPD would trigger an application of the Sensitive Land Overlay.

Attorney Harrington noted that the Planning Commission already determined that the proposed amendments do not constitute a substantive amendment to the MPD. There has been a lot of consistency with the interpretation over time. In this case, the substance of the approval was that any application of the Sensitive Land Overlay would render almost all of these lots undevelopable because the slopes on many of them would not comply with the provisions, especially the 50-foot mandatory setback. That is one of the reasons there was such a consistent application of the vested rights that did not include further Sensitive Land Overlay review. There was an assumption that it would not be possible to implement the project, as approved if the Sensitive Land Overlay was applied. It was approved with rights and density that were not contemplated by the Sensitive Land Overlay. The current Staff Report is consistent with the letter from Attorney Carter.

Commissioner Frontero believed the question comes down to whether this application is a substantive change. It is clear from the comments made by Attorney Carter that in the absence of a substantive change, the vesting rights continue. Commissioner Van Dine noted that it was previously determined by the Planning Commission that this was not a substantive change to the

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MPD. Chair Hall noted that the letter from the previous City Attorney outlines what a change would be: any change in concept, unit type, configuration, or number. Based on that, it is possible to conclude that there is not a substantive change with this application and it has vested rights.

Director Ward shared comments from Commissioner Suesser. She felt that moving a building pad is a substantive change. Attorney Harrington suggested that the Commission determine whether public input will be received on each question, one at a time, or in a more general manner. Chair Hall believed there has been some overlap between question one and question two in the discussions so far. As a result, she suggested that Staff do the presentation for the second question, and then the applicant can share comments about the second question as well. From there, it is possible to resume the Commissioner discussion period. Mr. Budge clarified that he does not have additional presentation slides. Public comment can occur after the Staff details.

Director Ward reported that the second question is whether the Sensitive Land Overlay can bisect a lot. She referenced the earlier question from Commissioner Johnson about the Frontage Protection Zone and the Entry Corridor Protection Overlay. When zoning ordinances come before the Planning Commission and City Council for consideration, there is generally a legal description that is included as part of that. With the Frontage Protection Zone and Entry Corridor Protection Overlay, there is clarity about where to measure it from. The Frontage Protection Zone is from the nearest right-of-way line to 100 feet. The Entry Corridor Protection Overlay is from the nearest right-of-way line to 250 feet. The slight changes to the Sensitive Land Overlay do not appear to have intentionally bifurcated the lot. When looking at the Sensitive Land Overlay that was established as part of the adoption in 1992, there is no legal description available to use.

The Sensitive Land Overlay has been modified over the years. There is one modification to the Sensitive Land Overlay, which was in the Deer Valley Drive East area in 2000. Staff has been unable to find an affirmative amendment to the Sensitive Land Overlay in the area to the west of the HR-1 Zone. Steep slopes are addressed through the LMC in two ways: through the Sensitive Land Overlay or the Steep Slope Conditional Use Permit. The criteria and factors are different between the two. Regardless of the Sensitive Land Overlay applying, the Planning Commission evaluates construction on steep slopes in the HR-1 Zone, through the Steep Slope Conditional Use Permit process. The maps attached in the 1990s packet show the Sensitive Land Overlay to the west of the HR-1 MPD Zoned properties. There is one lot within the Treasure Hill Sweeney MPD in the Estate Zone that is fully within the Sensitive Land Overlay boundary. In the evaluation of that property, platting, Plat Amendment, and CUP, the Sensitive Land Overlay was not applied.

Chair Hall opened the public hearing.

Justin Keys explained that he is at the Planning Commission Meeting on behalf of his clients, Eric Hermann, and Susan Fredstone Hermann. It was noted that the public hearing is focused on the first two questions from the Appeal Panel. Mr. Keys addressed the purpose of the Sensitive Land Overlay and why it was enacted in the first place. The purpose statement of the Sensitive Land Overlay is found in LMC 15-2.21-1. One of the identified purposes is to prohibit and regulate development on steep slopes. The reason for this is that developing on steep slopes is inherently dangerous. Treasure Hill is an area where there is a history of natural slides, in addition to human-caused landslides. He provided a report from the Department of Natural Resources that identified this as one of the areas that has a high risk for landslides, particularly if vegetation is removed, which is something proposed in the application currently before the Commission.

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The question is whether the Sensitive Land Overlay includes part of the subject property. Mr. Keys noted that a plain reading of the code states that it is the official zoning map that applies. The official zoning map is the map that is currently online. It is the same map that is hanging in the Planning Department and that has been repeatedly adopted, most recently in Ordinance 2022-18. Based on that, the Sensitive Land Overlay bisects the properties. As the appellant representative, he is only given three minutes to address the Commission. However, he does not feel that is fair to his client, as his client is the neighboring property owner and is subject to landslide risks. Mr. Keys asked the Commission to read the plain language of the Sensitive Land Overlay and Condition of Approval #1 of the MPD approval. Both state that they are subject to the ordinance at the time of approval. He believes that addresses the question of vesting.

Eric Hermann gave his zip code as 84060 and explained that he is the appellant. In his view, there is no question that moving a building pad into a 50% slope is a substantive change. The Commission has heard a lot about MPDs and old letters, but there are some basic common sense truths that should be considered. Steep slope rules and rules prohibiting excavation in the Sensitive Land Overlay are in place for safety. Steep slope excavation has unpredictable dangers that need to be taken into account, as evidenced by the excavation at Kings Crown. The decision to permit massive excavation on steep slopes and sensitive land is made by the Planning Commission. Most of the time, models work, but the unpredictable means property damage, injury, and even death to those in the path of a landslide. That is why the Sensitive Land Overlay and Steep Slope Ordinances are in place. Mr. Hermann noted that a lot of debris and soil will be removed from wrecking two houses and digging down 80 feet. The projected soil removal for this single structure is about the same that Kings Crown excavated to build 57 dwelling units.

Mr. Hermann and his wife are long-time Park City residents and have been involved in community public service. He never imagined they would not have the backing of the Park City when asking the City to enforce its own rules. This project would never have been approved had the applicant not been a billionaire willing to intimidate, harass, and use money to suppress key local voices. Mr. Hermann stressed the importance of all citizens being treated equally under the law.

Chair Hall understands that this is an unusual format, where there was an Appeal Panel and the appellant was able to present there with representatives. However, this body is operating differently, where there is just the applicant, Staff, and Planning Commission. She acknowledged the frustration of the appellant being limited to the three-minute timer for public comments.

Lee Gerstein gave his zip code as 84060. The Planning Commission has a responsibility to protect the aesthetic of Park City, but more importantly, to protect the safety and welfare of citizens who are impacted by the projects that are ruled on. The aesthetic appropriateness of the proposed project is not up for debate here, but the matter of safety still needs to be considered. He reiterated that the Commission is entrusted with the safety of the residents. The risk of a slide is real. Should there be a landslide on this property, there would be a high-consequence event. There are at least seven known mine shafts in the immediate vicinity of this proposed project. Mr. Gerstein urged the Commission to look at the inherent dangers associated with the proposal.

Jim Doilney gave his zip code as 84060. He lives in Old Town at 50 Sampson Avenue, four homes south of the proposed project. Park City has been his home for 50 years. He was on the Council and voted against the Sweeney agreements in both 1985 and 1987. As a contractor and developer, he has followed geotechnical mandates, but even the best engineers and builders occasionally make mistakes. Mr. Doilney shared information about the Kings Crown slide and its

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impacts. The ground there was an approximately 30% slope. Whether or not the application violates the Sensitive Land Overlay should not guide the decision. Safety should be the focus.

Betsey Wallace gave her address as 158 Main Street and stated that her zip code is 84060. The proposed property is wide and deep, meaning that it will go down 70 or 80 feet, resulting in a lot of dirt being disturbed. She explained that the west side of the valley becomes steeper as one drives or walks up Main Street. The same can be said as one walks up King Road. With the steepness of the proposed property and the unpredictable weather conditions, there may be many homes in the path that could be hit by a mudslide or landslide. Ms. Wallace stated that the Planning Commission must stop the approval of the development of this property until it can be guaranteed that these slides will not occur and will not impact the safety of others.

Ginger Tolman gave her zip code as 84060 and stated that she is in the direct line of the potential landslide area. While she understands the Sensitive Land Overlay lines have shifted a bit, were vague, or there were issues with the digitization, none of that makes her feel any less at risk.

Rich Wyman noted that the applicant's attorneys have gone on record stating that the applicant would never build a house that can slide. However, it is not necessarily the house that would slide, but the soil around the house. Mr. Wyman noted that many have spoken in opposition to this application. He agrees with those who spoke before him against the application. It seems that the Sensitive Land Overlay is vitally important, but there is a lot of confusion about it. A lot of work still needs to be done by Staff and by the Planning Commission to reach a conclusion. Mr. Wyman believes there are substantive changes that have taken place in the application. He also felt the dangers of the excavation, slides, and trucks coming up and down King Road need to be discussed. He asked the Commission to listen to the comments that have been shared.

Nic Schapper gave his zip code as 84098. When he reviewed the Staff Report, he saw a series of justifications based on precedent, but what matters to the community is whether it is safe to build what is proposed on a steep slope. He responded to an avalanche in the late 1980s that covered King Road and buried a vehicle parked at the corner in front of the subject property. Nowhere in the presentation were the winter safety concerns addressed. Mr. Schapper stated that avalanches begin on 30-degree slopes and there is a history of avalanches in that area. He did not see that due diligence was done to address the snow and winter conditions.

Mr. Schapper noted that these are the first houses in over 100 years to be built that high above Main Street. He wanted the Commissioners to look beyond precedence and focus on the safety of building slopeside. Building on the site needs to be safe for the community and houses below.

There were no further comments. The public hearing was closed.

Director Ward shared comments on behalf of Commissioner Suesser. The Sweeney MPD states that there are no vested rights that exempt the property from future zoning changes. The ordinance approving the Sensitive Land Overlay states that applications are not exempt from the Sensitive Land Overlay even if the MPD governing the application was approved prior to the creation of the Sensitive Land Overlay. Moving the building pad into the Sensitive Land Overlay is inconsistent with the Sweeney MPD and that inconsistency means the project is not protected by any vested rights. She feels the application requires a Sensitive Land Overlay determination.

Additional comments were shared by Commissioner Suesser. As for whether the Sensitive Land Overlay can bisect a lot, she believes it can do so since the Sensitive Land Overlay is based on

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topography rather than lot lines. Chair Hall noted that the first and second questions from the Appeal Panel have been discussed jointly during the Planning Commission Meeting. She asked for further Commissioner comments about the first two questions forwarded from the Panel.

Commissioner Frontero noted that by virtue of the approval dates, there was a starting point for vesting rights determined. The code provides for the Sensitive Land Overlay to be applied if there are substantive changes occurring. He acknowledged that Commissioner Suesser pointed out a few areas of the application that would rise to the level of a substantive change. As a result, he wanted to focus on that area of discussion first. He thought the Commission should come to a conclusion about whether there is a substantive change proposed to the property or not.

Director Ward reported that there has been a lot of input on this application and this process. She shared a slide that shows the topography of 220 King Road for reference. Much of this property contains very steep slopes, including where the existing structures are built. In 1995, the Planning Commission recommended, and the City Council adopted, the ordinance approving the Treasure Hill Subdivision, establishing the building pad. In the establishment of the building pad, the Sensitive Land Overlay was not applied, even though that process was after the 1992 adoption.

Specific to Lot 2, the building pad went through an amendment process two years later in 1997, which impacted very steep slopes. At that time, the Sensitive Land Overlay was not applied as part of the analysis or review of the project. Director Ward explained that through the history of the vesting and how it is has been interpreted and applied to the Treasure Hill Subdivision properties, as well as 220 King Road, amending the building pad has not been determined to be a substantive change. Commissioner Frontero believed the Commission is relying on precedent.

Director Ward shared additional comments from Commissioner Suesser. She stated that moving a building pad into a Sensitive Land Overlay is a reconfiguration and a reconfiguration is considered a substantive change under the code. She also asked a clarifying question, which was whether the prior findings were correct. Commissioner Van Dine noted that applying the Sensitive Land Overlay to this area only impacts the accessory building that protrudes and not the main building pad for the main house. Director Ward explained that the modification proposed by the applicant is to remove some of the building pad from the eastern portion of the lot, which also contains very steep slopes, bring that to the west, and expand the footprint behind the single-family dwelling for the partially sub-terranean accessory building. Commissioner Van Dine pointed out that the main structure could still be built regardless of the decision made.

Commissioner Johnson reviewed the first question from the Appeal Panel. He believes the answer is yes, but based on the discussion with the applicants this evening in relation to where the Sensitive Land Overlay boundary is, he is not sure that the Sensitive Land Overlay applies to this particular parcel. While he believes errors have been made in the past regarding the Sensitive Land Overlay and how it applies to the Sweeney MPD, with this particular lot, based on what has been provided by the applicant, he is not sure it necessarily matters for this particular project.

Commissioner Johnson noted that he voted against the Steep Slope CUP because he did not feel that it met the CUP criteria or that it complied with the LMC criteria in 12-2.2-6B. However, the Planning Commission cannot reopen the Steep Slope CUP based on the Sensitive Land Overlay. This residential development will have an 80-foot shoring wall cut into the hillside. Regardless of what happens at this meeting, he urged the Chief Building Official to look carefully into any shoring and geotechnical reports that are received in the future. Commissioner Van Dine agreed with the comments that were shared by Commissioner Johnson.

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Commissioner Frontero reviewed the first Appeal Panel question. According to Commissioner Johnson, he believes the answer is yes, which is something that Commissioner Frontero agrees with. However, the Sensitive Land Overlay would apply if substantive changes are being made. He wondered what Commissioner Johnson thought about that matter. Commissioner Johnson stated that it is arguable, but based on the interpretation of the boundaries presented, he does not believe the property in question would be within the overlay and subject to its provisions.

Commissioner Frontero stated that his answer to the first question is yes. He believes the Sweeney MPD provided vesting for this lot, because of the timing of when it was originally approved. That being said, he does believe that this current application is rising to the level of substantive changes. His understanding is that if the changes are substantive, then the Sensitive Land Overlay should apply. Based on that, his answer to question one would be that the Sensitive Land Overlay did not apply until the application rose to the level of a substantive change. Commissioner Frontero stated that the original 1990s map shows that the properties are outside of the Sensitive Land Overlay, therefore, the Sensitive Land Overlay does not apply to Lot 2.

Attorney Harrington believed Commissioner Frontero agreed with the Staff analysis, which indicates that the zoning ordinance, which adopted the original map, controls because it was more specific. Commissioner Frontero confirmed this. He is having trouble ignoring the original map in favor of the digitized map. Commissioner Johnson feels similarly, but his question is how to define the line in the future to make sure there is more clarity about the maps that are in place. Director Ward acknowledged the concerns and agreed this is something that needs to be clarified.

Chair Hall found the potential for error for something so important to be frustrating. She hopes that unrelated to this application, the map can be revisited by the Planning Commission in the future. As for this application, she asked that each Commission summarize their thoughts.

Commissioner Van Dine agrees with Commissioner Frontero that the original map best delineates where the Sensitive Land Overlay was intended to be. That goes back to the first question from the Appeal Panel and clarifies that the Sensitive Land Overlay should not apply to the subject property within the Sweeney MPD. It is outside of the Sensitive Land Overlay. The digitized map has shown the applicant property drifting closer to the overlay line. On the other hand, she agrees with a lot of the points raised by Commissioner Johnson and hears the concerns about excavation and slide potential. When it comes to the question of whether this is a substantive change, she does not believe that it is based on the previous letter from Attorney Carter. For the second question, she believes the Sensitive Land Overlay can bisect a lot, but in this case, it does not bisect the lot because the Sensitive Land Overlay does not apply to this particular property.

Chair Hall took a moment to summarize the comments made by the Commissioners. She believes Commissioner Van Dine and Commissioner Johnson feel the Sensitive Land Overlay applies to the Sweeney MPD, but does not apply to this lot due to where the line is drawn. Commissioner Suesser felt that the Sweeney MPD as a whole is not vested. Commissioner Frontero believes that the Sweeney MPD was vested until there was a substantive change. Discussions were had about the location of the Sensitive Land Overlay line on the maps. Commissioner Johnson noted that there will never be a solid answer, due to the previous process.

Chair Hall believes that all four of the Commissioners agree that the Sensitive Land Overlay could bisect a lot, but three of the Commissioners feel that the line is not bisecting this particular property. On the other hand, Commissioner Suesser does believe that it bisects this property.

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Director Ward shared comments from Commissioner Suesser. She did not state that the Sweeney MPD was not vested, but the change in this application varies from what was approved for the project under the MPD. She felt that triggered the Sensitive Land Overlay. Commissioner Suesser commented that the Sensitive Land Overlay can bisect a lot, as it is based on topography. Chair Hall discussed the areas where there is and is not consensus among the Commission. There is a majority consensus that the Sensitive Land Overlay line is outside of the applicant lot.

Director Ward explained that the motion language would request that Staff draft these findings for Appeal Panel consideration. Discussions were had about appropriate motion language.

MOTION: Commissioner Frontero moved to RECOMMEND that Staff make findings to present to the Appeal Panel, as the Planning Commission finds that Lot 2 lies outside of the Sensitive Land Overlay and therefore does not apply. The answers to the other questions from the Appeal Panel were summarized by Chair Hall. Commissioner Van Dine seconded the motion.

VOTE: Commissioner Frontero-Aye; Commissioner Van Dine-Aye; Commissioner Johnson-Aye; Commissioner Suesser-Nay. The motion carried with a vote of 3-to-1.

The Planning Commission took a five-minute break before hearing the next agenda item.

E. 1800 Park Avenue – Park and Kearns Master Planned Development – The Applicant Proposes Redevelopment of the Site with 174 Hotel/Condo Units, 60 Affordable Units, 8,143 Square Feet of Restaurant/Bar Uses, 2,543-Square-Feet of Retail, and 6,500-Square-Feet of Office Spaces in the General Commercial Zoning District and Frontage Protection Overlay Zone. The Applicant Modified the Project Building Height and Requested Planning Commission Input. PL-22-05476.

Director Ward presented the Staff Report and explained that it is for the Park and Kearns MPD. The property is located at 1800 Park Avenue. The applicant has been revising the plans, so the request is to receive some input from the Planning Commission specific to height. As a reminder, the property is within the Frontage Protection Overlay Zone. The purpose of that zone is to:

- Preserve the scenic view corridors;
- Enhance the resort character of the entry corridor;
- Provide a significant landscape buffer between development and highway uses;
- Minimize curb cuts, driveways, and access points;
- Allow for future pedestrian and vehicular improvements along the corridors.

Within the MPD review process, applicants can request some exceptions on how density is allocated through volume on the site based on the underlying density if six criteria are met:

- The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone-required Building Height and Density, including requirements for Facade variation and design, but rather provides desired architectural variation, unless the increased square footage or Building volume is from the Transfer of Development Credits;

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- Buildings have been positioned to minimize visual impacts on adjacent Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss of air circulation have been mitigated as determined by the Site-specific analysis;
- There is adequate Landscaping and buffering from adjacent Properties and Uses;
- Increased Setbacks and separations from adjacent projects are proposed;
- The additional Building Height results in more than the minimum Open Space required and results in Open Space that is publicly accessible;
- The additional Building Height is designed in a manner that provides a transition in roof elements in compliance with Chapter 15-5, Architectural Review, or the Design Guidelines for Park City's Historic Districts and Historic Sites if the Building is located within the Historic District.

Commissioner Johnson asked to review 15-2.20-4. Director Ward shared that language with the Commission. Commissioner Johnson noted that in the case of General Commercial, it clearly states that no structure can be erected to a height greater than 35 feet. Exceptions were only made for five to eight feet for rooftop utility equipment. This seems to supersede what Director Ward referenced in the MPD section of the code and there is a cap of 35 feet in the Frontage Protection Zone. Director Ward clarified that this is her understanding as well. The applicant is requesting an exception to that and the building height outside of the Frontage Protection Zone.

Commissioner Johnson wanted to know if the City is legally able, based on the language in 15-2.20-4 to grant an exception within 100 feet of the Frontage Protection Zone. Director Ward explained that the majority of the Commission input so far has been to keep that 35 feet within the Frontage Protection Zone. The question is whether the MPD height can exceed the 35 feet in the Frontage Protection Zone when the Frontage Protection Zone requires consistency with the underlying zoning district. Commissioner Johnson explained that within 100 feet, the Commission must defer to the maximum underlying zoning height. Attorney Harrington informed the Commission that he would prefer to research this further. He is not sure that there is a limitation in the MPD height exception criteria that would prohibit the Commission from considering this. Commissioner Johnson asked that information be shared about this in the future.

The applicant representative, Peter Tomai, introduced himself to the Commission. He explained that he is a development partner with the applicant. Craig Elliott of Elliott Workgroup is also present at the meeting as well as Seth Singerman from Singerman Real Estate. As the first potential major redevelopment in an operating property in town, this property represents a win for the community. He is excited about the valuable improvements and the community infrastructure that the proposed redevelopment would provide. The features most desired by the community in Bonanza Park are livability, walkability, sustainability, and inclusivity. He believes that the 1800 Park MPD will deliver these community benefits to make the community better than it is today.

Mr. Elliott noted that everyone listened to the feedback received during the last two presentations and significant changes were made to the project. Some of the densities were reduced, the buildings were lowered by a story and a half in some places, and a floor was dropped in all areas. The intention is to create a project that everyone will be happy with. Mr. Elliott reported that he has a presentation prepared, which includes some videos interspersed throughout.

As for the earlier question from Commissioner Johnson, the way they have reviewed the language is that the Frontage Protection Zone requires there to be consistency with the underlying zone,

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which is General Commercial. The General Commercial Zone requires an MPD because it has more than 20 lodging units and more than 10,000 square feet of commercial. In order to be consistent, it is required that there be an MPD process. Mr. Elliott explained that the MPD process allows them to use the height exception, which is something that was included to ensure there were better projects. The different heights will create diversity in mass and form in relationship to the surroundings. It is his impression that the request is consistent with the zone because the zone requires the MPD process. The MPD process then allows them to request the height.

Mr. Elliott shared a map of the area and pointed out the location of the site. He reviewed the pedestrian and bicycle accesses to the site, which are not ideal. One benefit of the location is that it is next to one of the busiest transit centers in town, as most of the bus lines come through the area. There are more automobile access points than there are pedestrian access points. Part of the Frontage Protection Zone requirements involve cleaning that up. As a result, a Proposed Site Plan was created that breaks the building massing into five blocks: A, B, C, D, and E.

With the Frontage Protection Zone, there are five criteria that need to be met. Mr. Elliott shared a short video to illustrate how the proposal is consistent with those and improves the current conditions. The intention is to create a buffer around the project and to set it back in order to maintain the view corridor. He thinks the design does a good job of breaking up the massing. In addition, there is a significant landscape buffer proposed that includes pedestrian pathways. The end result is 38.1% open space. The requirement is to have 30%, but the intention is to focus the public-oriented open space on the perimeters of Park and Kearns. The Frontage Protection Zone has a requirement to minimize curb cuts and driveways. There are two curb cuts that exist on Kearns currently and those have been consolidated and aligned with the easternmost entrance to the parking lot. This will improve turning radiuses. A second entrance and access point at the entrance to the hotel has been removed as well, which will relieve some of the current issues. Additionally, he noted that there is a drop-off area available for the meeting space.

The fifth criterion for the Frontage Protection Zone is to allow for future pedestrian and vehicular improvements along the corridors. Mr. Elliott reported that this project has been designed to accommodate a future tunnel connection and a 12-foot-wide multi-use path. There is an opportunity for better access from the transit center as well. Mr. Elliott shared a video to provide context for what currently exists in the area. He pointed out that the sidewalk is approximately four feet wide and is right on the curb of two highways. The proposal is something significantly different. It meets the requirements and the overall intent of the Frontage Protection Zone.

An aerial image with the proposed uses was shared. Mr. Elliott pointed out a restaurant with a rooftop bar on the south side. The meeting space has been moved to the section adjacent to that. Block A is the hotel drop-off that has condo-hotel units over the lobby and services. Blocks B, C, and D are condo-hotel units. In between each one of those is a public gathering area. In Block E, there is affordable housing over top of commercial. Mr. Elliott referenced a 30-foot setback line. The Holladay Village property is just shy of a 30-foot setback. As for the height of the Holladay Village, the closest corner is 39 feet. The furthest corner of the building that is closest to Kearns is 41 feet. The project massing proposed is slightly smaller than that and is consistent with the nature of the street. Additional details were shared about setbacks and height.

Mr. Elliott reviewed drawings that illustrate the existing conditions for Yarrow and Holladay Village. He next shared a drawing of the 1800 Park proposal and pointed out the landscaping and the building. Commissioner Frontero asked for clarification about which building is shown. Mr. Elliott clarified that it is in Block B. It is important to consider the context of the area to understand the

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heights proposed and the impact of those heights. The proposal is similar in height to the Holladay Village, but it is proposed to be 20 feet further back. Building height was further discussed.

Mr. Elliott shared the following information with the Planning Commission:

- The increase in building height does not result in increased square footage or building volume over what would be allowed under the zone-required building height and density, including requirements for facade variation and design, but rather provides desired architectural variation, unless the increased square footage or building volume is from the transfer of development credits.

An analysis was conducted that used the 100-foot setback and an analysis was conducted that used the 30-foot setback. Mr. Elliott explained that the proposed volume is less than either one. As for the architectural variation, he reminded Commissioners that the height exception was included to improve architectural designs. The idea was to ensure there were quality projects. Mr. Elliott believes there is a lot of variation proposed with this project, particularly along Kearns.

Commissioner Frontero understood that solar panels are being considered and asked where those would be located. Mr. Elliott explained that those would not be visible from the street and are proposed to be on Block A and Block E. He pointed out the locations on the aerial image.

Commissioner Johnson discussed the architectural variation. It seemed the buildings along Kearns have been tweaked slightly since the last presentation. Mr. Elliott confirmed that some additional development has been done as far as the architectural character. There is a stone veneer and a wood-type finish. The materials would last well on a long-term basis. There is an intention to tie in the materials seen in the area and allow the building forms to represent the uses clearly. There is a combination of stone, wood, and a metal panel in addition to the glass.

Commissioner Johnson asked about the mechanical equipment on the roof. He wondered whether that will be centered more on the roof so it is stepped back off of the edge where there are no solar panels proposed. Mr. Elliott confirmed that this is what they have been looking at. There is a mechanical screen on Blocks B, C, and D. Those are stepped back significantly. Commissioner Johnson wanted to know if there has been contemplation of the relocation of the telecommunications facilities on the rooftops. Mr. Tomai reported that there have been conversations with the existing antenna operators about opportunities to accommodate the continuation of those facilities in a less obvious fashion. It is possible to use the flagpoles for this.

Mr. Elliott next read the following language from the presentation slides to the Commission:

- Buildings have been positioned to minimize visual impacts on adjacent structures. Potential problems on neighboring properties caused by shadows, loss of solar access, and loss of air circulation have been mitigated as determined by the site-specific analysis.

The Landscape Plan was reviewed. Mr. Elliott noted that there are a number of indigenous species and bioswales. Along the perimeter, it is heavily landscaped. A rendering of the buffer from the walking path looking to the west was shared for reference. Mr. Elliott next informed the Commission that increased setbacks and separations from adjacent projects are proposed. He shared a map that indicates the Frontage Protection Zone and MPD setbacks for the area. There is a tremendous amount of variation in the setbacks. With the 25-foot setback, they have tried to

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consider the future of Bonanza Park. The goals indicate that there is a desire for mixed-use. Mr. Elliott explained that the east and south sides are set up for sidewalks, retail, and access to commercial spaces. He next read the following language to the Commission:

- The additional building height results in more than the minimum open space required and results in open space that is publicly accessible.

Mr. Elliott reported that there is a 30% open space requirement and the project currently proposes 38.1%. There is additional open space on the interior of the property. He noted that there are several public gathering areas proposed, one between Block B and Block C and one between Block C and Block D. These spaces will be beneficial areas for members of the public to gather. The final issue outlined in the presentation slides related to transition and roof elements:

- The additional building height is designed in a manner that provides a transition in roof elements in compliance with Chapter 15-5, Architectural Review, or the Design Guidelines for Park City's Historic Districts and Historic Sites if the building is located within the Historic District.

Mr. Elliott noted that there is a significant transition in roof elements. The variation in the building mass is significantly greater than the 15 feet outlined. He shared some example images. The star shown on Block D is the tallest point along Kearns based on the existing grade. The grade will match the grade along the eastern property line. Mr. Tomai pointed out the accommodations in the Proposed Site Plan for the tunnel and the stairs to the tunnel. That was modeled into the site early on. Mr. Elliott shared additional renderings and videos to illustrate what is proposed.

Chair Hall believed the Staff Report indicated that the intention is to focus on the building height during this discussion. This includes the rationale for exceptions to building height as well as the Frontage Protection Zone. Commissioner Johnson appreciates the revised plans submitted by the applicant, as this presentation was a little more in-depth. He also appreciates the slide that depicted the Frontage Protection Zone and the adjacent properties. Overall, he would still like some more information, but he likes where things are headed. Commissioner Johnson specifically requested a better depiction of the heights of the proposed buildings from grade. It would be advantageous to have the parapets and any mechanical equipment included as well. Additionally, he needs some clarification about whether the Frontage Protection Zone supersedes an MPD. Based on his reading of the code, he believes it does, but more clarity is needed.

Director Ward read comments from Commissioner Suesser. She asked how much height the solar panels and parapets add to the height of the building. She also wanted to know why those should be excluded from the total height. Mr. Elliott believes it is approximately 3-feet, but offered to find the exact dimensions for the Commission. Commissioner Suesser asked what square footage and building volume is allowed for the 35-foot building on the project site. She specifically wanted calculations for buildings starting at the Frontage Protection Zone lines of 30 feet, 50 feet, and 70 feet, including requirements for other setbacks, façade variation, and design. Director Ward explained that it is possible for Staff to work with the applicant to update and clarify that information ahead of the next Planning Commission presentation on the proposed project.

Chair Hall opened the public hearing.

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Marianne Crosby explained that she has been a resident of Park City for 40 years. During her 37 years as a real estate professional, she has helped shape some of present-day Park City with various projects. In addition, she has served on numerous Board and Commissions, including the Park City Historic Preservation Board. Ms. Crosby thanked the Planning Commission for considering the proposed MPD for the 1800 Park Avenue site. She feels the benefits of the proposed development far outweigh the proposed increase in height. She commended the applicant for submitting a well-thought-out design and Site Plan. The design is not an attempt to copy Historic District structures but will provide a fresh contemporary look and feel, rather than the dated brick-and-mortar look of the City's initial expansion beyond Old Town in the mid-1970s.

The proposed Master Plan goes beyond simply meeting the basic requirements of the General Commercial Zone by providing a safe and visually appealing Frontage Protection Zone, which is not currently in place on Kearns Boulevard or Park Avenue going south from City Park. There will also be large gathering areas for locals and visitors to meet, dine, walk, and bicycle to. Ms. Crosby hopes this example of responsible development will set the standard for all future development of the Bonanza Park area. As for affordable housing, she noted that this will provide 60 units of inclusionary housing with direct access to transit, entertainment, and shopping.

Corie Hardee gave her zip code as 84060. She is the President of the Homeowners Association ("HOA") for Park Avenue Condominiums. This is the only residential neighborhood that is directly impacted by the proposed project. Park Avenue Condominiums is a large residential community with many of the 132 units occupied by full-time residents. While the project could potentially offer significant long-term community benefits, there are concerns about the quality of life for the full-time residents during the construction period. She is eager to work collaboratively to find solutions that address these concerns and ensure the project proceeds in a respectful manner.

Tim Bidell gave his zip code as 84060 and stated that he lives in the Park Avenue Condominiums. He is a full-time resident and has lived there since 2012. Mr. Biddell thanked Mr. Tomai who has done a lot of outreach and met with the HOA. Being directly across from this project, both during and after construction, will impact the residents. He pointed out that there will be visual, auditory, and fugitive dust impacts. On a long-term basis, the views will also be impacted. Park City Condominiums has started a dialogue with the developers and there is a desire to continue that.

Bill Coleman stated that he has lived in the area for 55 years and he has sat on the Planning Commission and City Council. In terms of the heights, the General Commercial Zone is overdue when it comes to re-examining different height restrictions. This is a logical place to add height. Mr. Coleman likes that affordable housing has been proposed in this project and that it has the ability to positively impact the area. He believes this is a phenomenal project that will be a real improvement. He expressed appreciation for the applicant's approach and for the Staff effort.

Mark Fischer expressed his support for the project. The reason he feels it is important to the community is that it could be a flagship project for the long-term future of Bonanza Park. He stressed the importance of there being a future vision for the area. There will need to be compromises made, as he feels it is important for this project to be approved in some fashion.

Mark Sletten noted that he has driven by this site many times in the 30 years that he has been living in Park City. This is an important area, especially in terms of access for pedestrians, bicyclists, and vehicles. He discussed the Proposed Site Plan and pointed out the articulation of the five buildings, the underground parking, the open space, and affordable units. There need to

PENDING APPROVAL

be concessions provided to make sure this project works. The height limitations that have been set are unreasonable given construction costs. He thinks this will be an exceptional project.

There were no further comments. The public hearing was continued to a date uncertain.

It was noted that Commissioner Suesser left the Planning Commission Meeting.

Commissioner Johnson acknowledged the public comments received. He clarified that he is not against the height, but his question about the Frontage Protection Zone is whether it is legally possible to grant an exception to the underlying zone height. He noted that it is a question of the rules that need to be abided by rather than the wants and needs of the community.

Commissioner Van Dine stands by her prior comments about the height, especially in the Frontage Protection Zone. The 45-feet exceptions have gone towards affordable MPDs. That being said, she does see the community benefits associated with this project and the proposal has come a long way. She stressed the importance of preserving the character of the area. While she does not want to continue to mirror everything in Park City with old architecture, she struggles with the look of this project and the 45-foot height proposed on that front corner. The back building is not as much of an issue for her, but 45 feet right on Kearns is a bit much, in her opinion.

Commissioner Frontero found the presentation to be much improved. He applauded the applicant for coming back and listening to some of the previous comments. Most of those have been incorporated in the present iteration. The height is something there will need to be additional discussions about, but he believes there are significant benefits that have been presented. He is more comfortable with the height proposed based on that. Some of the benefits are on-site affordability, underground parking, that the tunnel has been considered, the breakup of the massing, two public green spaces, more open space than required, and the 12-foot sidewalks. There are significant benefits proposed and he appreciates what has been presented so far.

Director Ward reported that Commissioner Suesser shared some comments before she left the meeting. Commissioner Suesser stated that she will revise her comments and submit them for the record, based on the new information that was presented at the Planning Commission Meeting. Chair Hall stated that she also finds there are a lot of community benefits proposed, however, she does not believe it is possible to go above the height of the Frontage Protection Zone. She would have a hard time finding all six criteria for a height exception in the zone. Discussions were had about an appropriate meeting date for future application consideration.

MOTION: Commissioner Johnson moved to CONTINUE the 1800 Park Avenue Master Planned Development and Conditional Use Permit to the August 28, 2024, Planning Commission Meeting. Commissioner Frontero seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission. Commissioner Suesser did not participate in the vote.

F. 2656 Aspen Springs – Modification to a Conditional Use Permit – The Applicant Requests a Modification to a Guest House Conditional Use Permit Approved by the Planning Commission on April 13, 2022, to Include an Outdoor Pool. PL-24-06160

PENDING APPROVAL

Director Ward reported that the next item is a Modification to a Conditional Use Permit for 2656 Aspen Springs. It is a modification to a Guest House Conditional Use Permit that was approved by the Planning Commission on April 13, 2022. The request is coming from Staff due to a Staff oversight. Director Ward expressed appreciation to the property owner and applicant representative for working with Staff while a path forward was determined. This will allow for the inclusion of an outdoor pool on the property. All of the details are in the Staff Report, which includes compliance with the zoning district setbacks, mitigation, landscaping, and visibility.

Chair Hall opened the public hearing. There were no comments. The public hearing was closed.

Commissioner Johnson had a question about Condition of Approval #9. He wanted to know why the word "substantially comply" was included. Director Ward explained that something that has been found with Landscaping Plans is that the tree types might change, but some are still allowed under the approved list. This provides some flexibility for minor modifications to the landscaping. Director Ward suggested clarification to state that the "outdoor pool shall comply with…" and "the landscaping plan shall substantially comply with…" There was support for this amendment.

MOTION: Commissioner Van Dine moved to APPROVE the Modification to a Conditional Use Permit for 2656 Aspen Springs Drive, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval, as amended, in the Final Action Letter:

Findings of Fact:

1. The property is located at 2656 Aspen Springs Drive, Lot 47 of the Aspen Springs Ranch Subdivision Phase II.

2. The property is in the Single-Family (SF) Zoning District and a portion of the Lot's rear is zoned as Recreation Open Space.

3. Lot 47 contains 1.6 acres.

4. A Detached Guest House, an Accessory Structure, is a Conditional Use in the SF Zoning District and requires Planning Commission review and approval.

5. On February 7, 2022, the Planning Department received a Conditional Use Permit Application to construct a Detached Guest House at 2656 Aspen Springs Drive.

6. On February 15, 2022, the Planning Department determined the Conditional Use Permit Application was completed.

7. The minimum front Setback for the SF Zoning District is 20 feet.

8. The minimum rear Setback for the SF Zoning District is 15 feet.

9. The minimum side Setback for the SF Zoning District is 12 feet, on each side.

10. The site plan indicates the southwest corner will touch the Front Setback.

11. The maximum height for an Accessory Structure is 18 feet.

PENDING APPROVAL

12. The Plat states the maximum Limits of Disturbance (LOD) for Lot 47 if 10,000 sq. ft.

13. The Plat states the maximum Floor Area is 8,250 sq. ft.

14. The ROS-zoned portion of Lot 47 is a non-disturbance zone.

15. Conditional Use Permits require review pursuant to the criteria outlined in Land Management Code § 15-1-10(E).

    a. Size and Location of Site – No unmitigated impacts. The Lot is 1.6 acres. The Detached Guest Hose is proposed to be outside the ROS-zoned portion of the property. The proposal complies with the size, height, setback, and location criteria for the Guest House as found in the LMC.

    b. Traffic Capacity – No unmitigated impacts. Traffic generated by occupants of the Guest House will have minimal impact on traffic capacity.

    c. Utility Capacity – No unmitigated impacts. All utility requirements will be reviewed during the Building Permit review phase.

    d. Emergency Vehicle Access – No unmitigated impacts. Emergency vehicles can access the site from Aspen Springs Drive.

    e. Off-Street Parking – Complies. LMC § 15-3-6 requires a Guest House to provide one (1) Off-Street parking space in addition to the required two (2) parking spaces for the main Structure. The Applicant proposes to build an additional garage with the Guest House to meet this requirement.

    f. Internal Vehicle and Pedestrian Circulation – No unmitigated impacts. The Use of the Detached Guest House will not change vehicle or pedestrian circulation.

    g. Fencing, Screening, Landscaping, to Separate Use from Adjoining Properties – Condition of Approval 5.

    h. Structure Mass, Bulk, and Orientation – Condition of Approval 6.

    i. Useable Open Space – No unmitigated impacts. There are no open space requirements for a Single-Family Dwelling. The addition of the Detached Guest House does not encroach into the ROS Zone nor change the amount of useable Open Space in the Subdivision.

    j. Signs and Lighting – Condition of Approval 7.

PENDING APPROVAL

k. Physical Design and Compatibility with Surrounding Structures – No unmitigated impacts. The Detached Guest House is similar in design and scale in the Subdivision.

l. Noise, Vibration, Odors, Steam, or Other Mechanical Structures – No unmitigated impacts. There is no change in use that will result in additional noise, vibration, odors, steam, or other mechanical factors. All exterior mechanical equipment will be screened and comply with the Setback requirements.

m. Control of Delivery and Service Vehicles; Loading and Unloading; Screening of Trash and Recycling Pickup Areas – Not applicable. No changes are proposed for delivery and service vehicles or trash and recycling management.

n. Expected Ownership – Not applicable. No change in ownership is proposed.

o. Environmentally Sensitive Lands, Physical Hazards, Historic Mining Waste, Park City Soils Ordinance, or Steep Slope – Complies. The project is compliant with the Sensitive Lands Overlay (SLO).

p. General Plan Consistency – Complies. The General Plan calls out the importance of developing a Sense of Community. Goal 7 of the General Plan shows that the City strives to create a diversity of housing opportunities.

16. The findings in the Analysis section of the April 12, 2023, and June 26, 2024 Staff Report are incorporated herein.

Conclusions of Law:

1. This Conditional Use Permit, as conditioned, is consistent with the Park City Land Management Code.

2. The Use is consistent with the Park City General Plan.

3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval:

1. The Applicant shall ensure that the roof overhang does not project more than three feet (3') into the Front Setback.

2. The Applicant Shall ensure that the Detached Guest House does not exceed the allowed Maximum Floor Area as indicated on the Aspen Springs Ranch Subdivision Phase II Plat.

PENDING APPROVAL

3. The Applicant shall ensure construction activity is confined to the LOD and the portion of Lot 74 zoned single-family.

4. The Detached Guest House shall not exceed a maximum height of 18 feet.

5. Fences and Retaining Walls shall comply with LMC § 15-4-2, Fences and Retaining Walls.

6. The project shall conform with the applicable sections of the LMC regulating Accessory Structure mass, bulk, and orientation.

7. No signs or outdoor lighting are proposed or approved under this CUP. The Applicant shall ensure all outdoor lighting is compliant with LMC § 15-5-5(J).

8. Prior to issuance of a certificate of occupancy, the Property Owner shall record with the Summit County Recorder's Office a deed restriction "Notice to Purchaser" stating the Guest House may not be sold or leased separately from the main house, nor used for Nightly Rentals.

9. The outdoor pool shall comply and the landscaping shall substantially comply with Building Permit 22-814 and the Site and Landscaping Plans dated June 6, 2024, and reviewed by the Planning Commission on June 26, 2024

Commissioner Frontero seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission. Commissioner Suesser did not participate in the vote.

7. ADJOURNMENT

MOTION: Commissioner Van Dine moved to ADJOURN.

The meeting adjourned at approximately 10:10 p.m.

PENDING APPROVAL

220 King Road
PL-22-05319, Plat Amendment

June 26, 2024

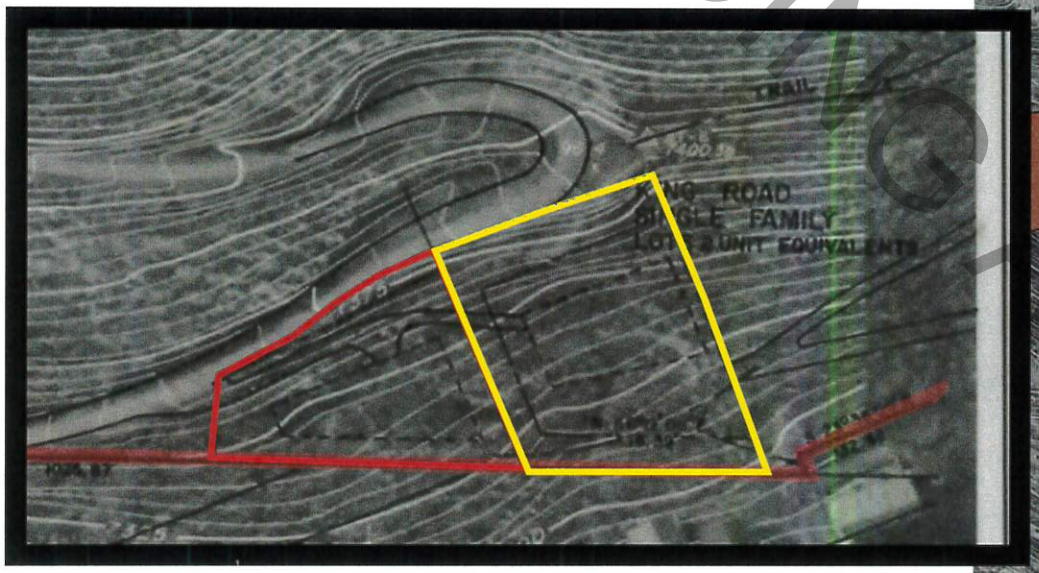
PENDING APPROVAL

Sweeney MPD Timeline

- 12/18/1985 – Sweeney MPD Approved
- 10/14/1987 – Sweeney MPD Amended
- 8/8/1990 – Preliminary Plat, including Lot 2, received preliminary plat approval from Planning Commission
- 12/23/1990 – Six (6) Treasure Hill lots (including Lot 2), then identified by the preliminary plat, rezoned to HR1-MPD
- 9/27/1992 – Sensitive Land Overlay (SLO) adopted
- 9/23/1993 – Treasure Hill Phase 1 Preliminary Plat, including Lot 2, approved (No SLO Review)
- 9/7/1995 – Treasure Hill Phase 1 Final Plat, including Lot 2 approved (No SLO Review)
- 4/10/1997 – Amendment to Lot 2, Treasure Hill Phase 1 Final Plat (No SLO Review)
  - *Small Scale Master Plan and Accessory Dwelling approved at this time as well. (No SLO Review)*
- 2/3/2000 - Ordinance No. 00-4 adjusted the Sensitive Land Overlay boundary along Deer Valley Drive East
- 6/15/2000 – Treasure Hill Phase 2 Final Plat approved (No SLO Review)
- 7/31/2003 – Treasure Hill Phase 3 Final Plat approved (No SLO Review)
- 5/28/2009 – Treasure Hill Phase 3 Final Plat amended (No SLO Review)
- Approx. 2009-2010 SLO line was digitized and moved from previous alignment

PENDING APPROVAL

King Road Lots in 1987
(Approved Sweeney MPD)

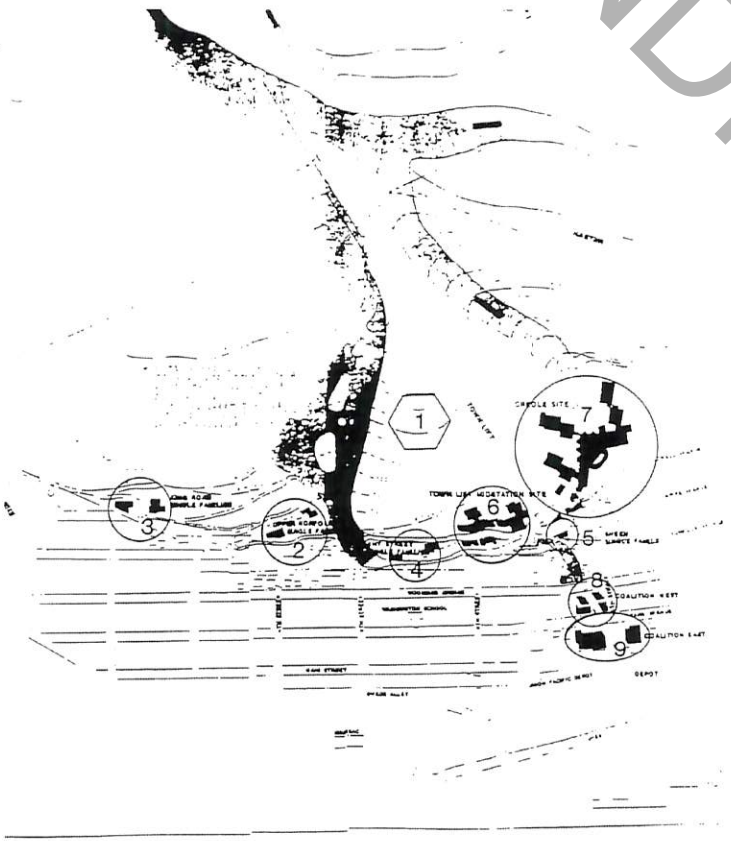


Lot 2, 220 King Rd. – Yellow
Lot 1, 200 King Rd. – Red

PENDING FINAL

Sweeney Lots (including 220 King) in 1990

(Ordinance 90-24)

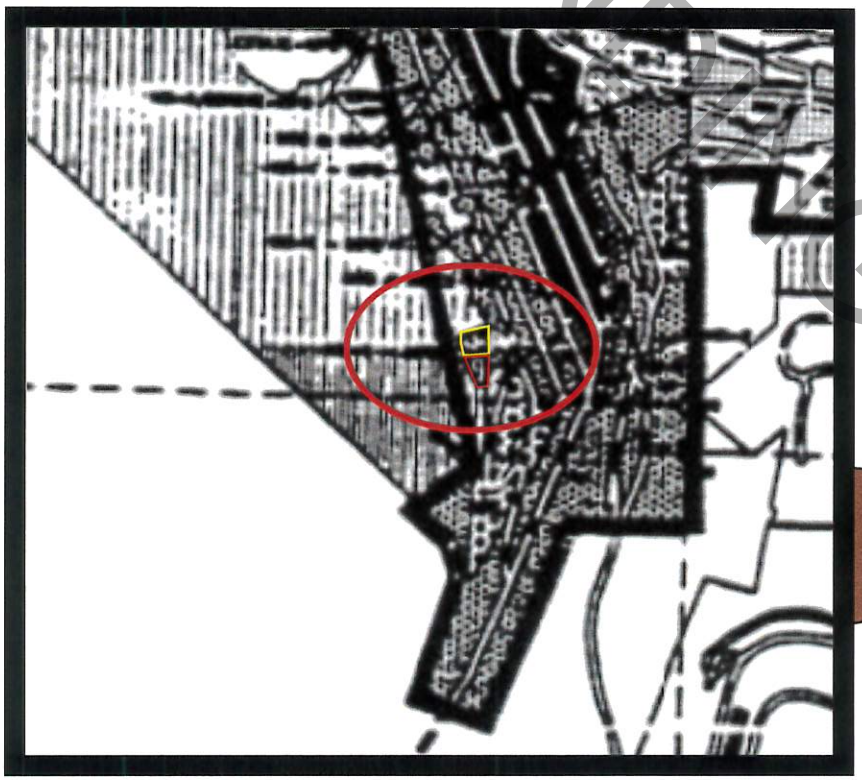


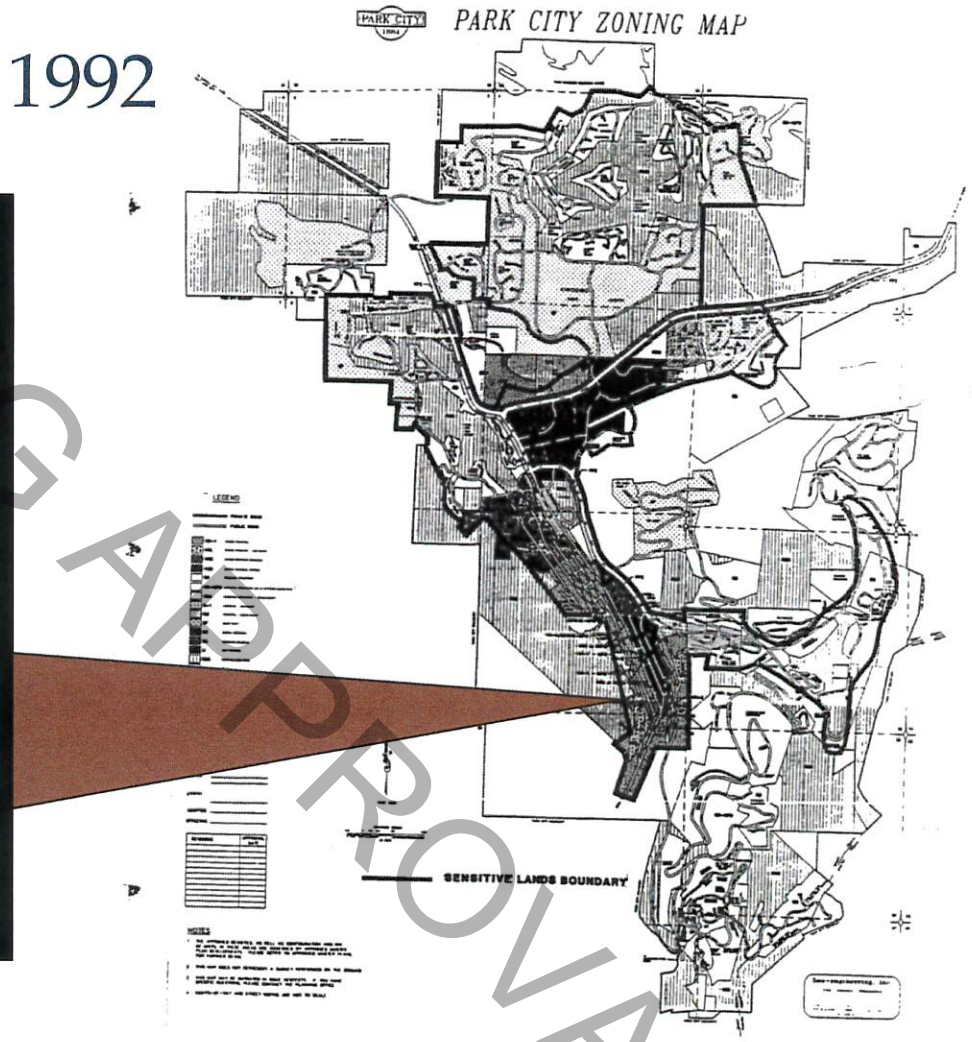
2. Rezone portions of the Historic District; specifically 109 acres of hillside on Treasure Mountain from Estate to Recreation Open Space and several development parcels, specifically; two Fifth Street single family lots from HR1 to HR1-MPD; and two upper Norfolk (approximately 400 Upper Norfolk) single family lots from HR1 to HR1-MPD; and two King Road (approximately 200 King Road) single family lots from HR1 to HR1-MPD; and one Lower Norfolk Avenue (approximately 700 Lower Norfolk) single family lot from HR1 to HR1-MPD; and a 3.75 acre condominium/commercial lot at the Town Lift Midstation from HR1 to Estate-MPD; and a 7.75 are hotel/condo/commercial lot at the Creole Gulch site from Estate to Estate-MPD; and a .543 acre hotel/condo/commercial lot at the Coalition West Site at approximately 775 Park Avenue from HRC to HRC-MPD; and a 1.57 acre hotel/condo/commercial site at approximately 770 Park Avenue from HRC to HCB-MPD - Suzanne McIntyre reported that the Sweeney Master Plan was approved in October 1986 and involves 125 acres of a hillside, commonly referred to as Treasure Mountain. The Master Plan was approved after extensive study of numerous concepts and spells out the densities and development parameters for each of the parcels and includes a provision that each be zoned according to the Master Plan. This request is being processed concurrently with a request for two two-lot single family subdivision. The subdivision plats were preliminary approved by the Planning Commission on August 8 and final plat approval is pending.

PENDING APPROVAL

Adopted SLO Boundary 1992

(Ordinance 92-17)





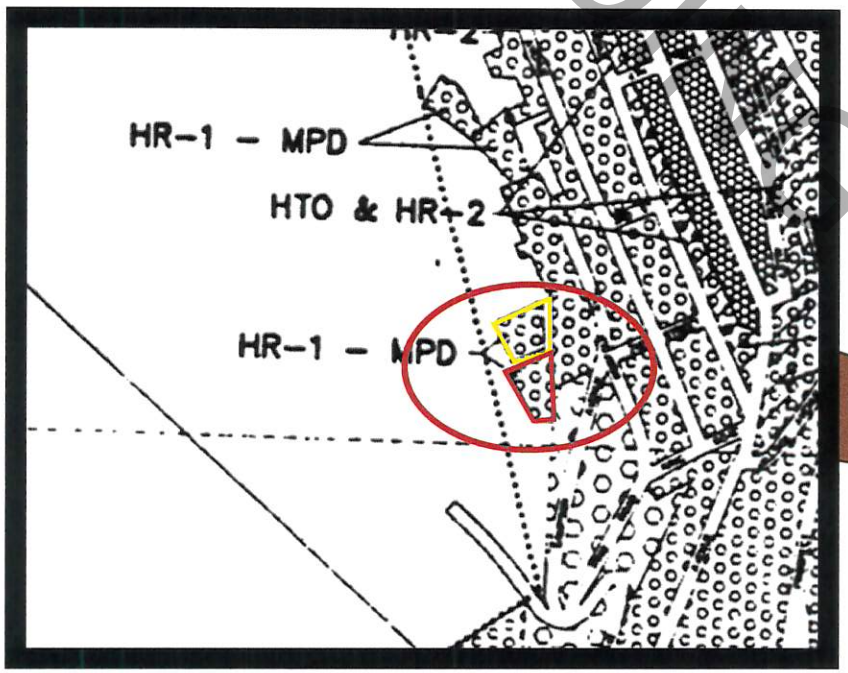
Lot 2, 220 King Rd. – Yellow

Lot 1, 200 King Rd. – Red

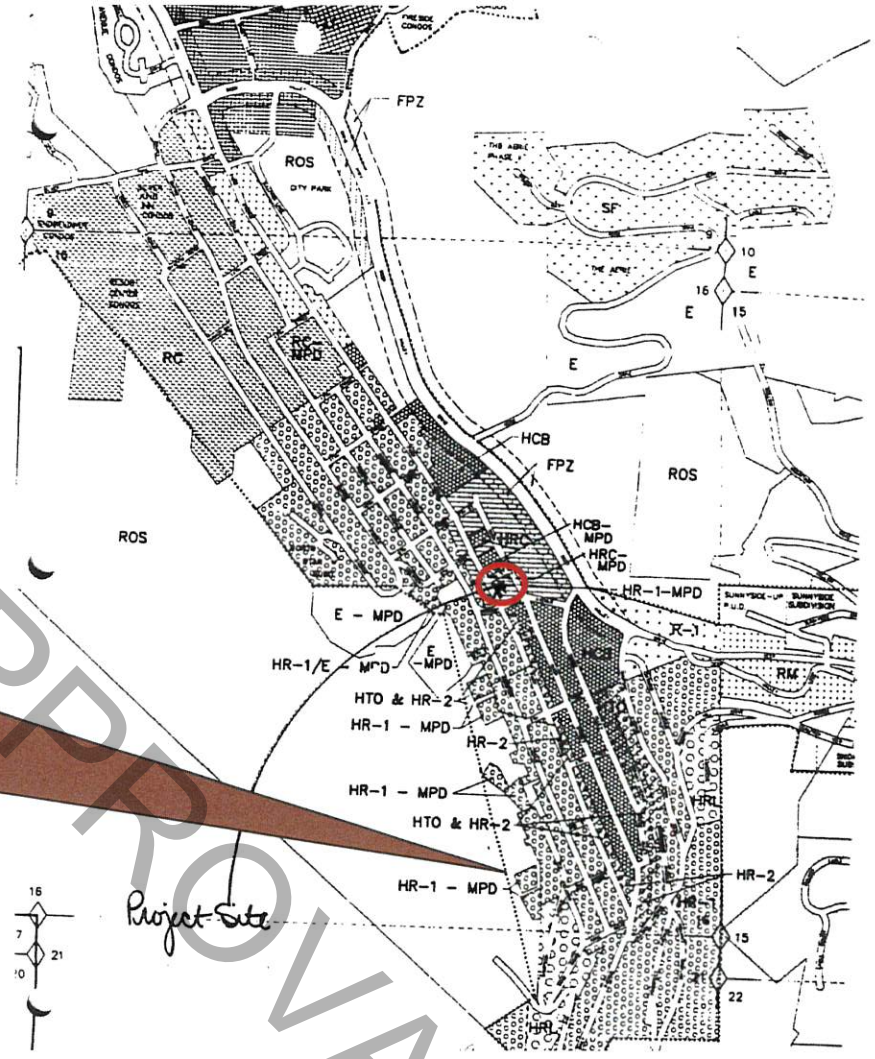
PENDING APPROVAL

Adopted SLO Boundary 1994

(Map attached to Ordinance 94-46,
which approved the final plat for 693 Main St
Fletcher-Kimball Condominiums)



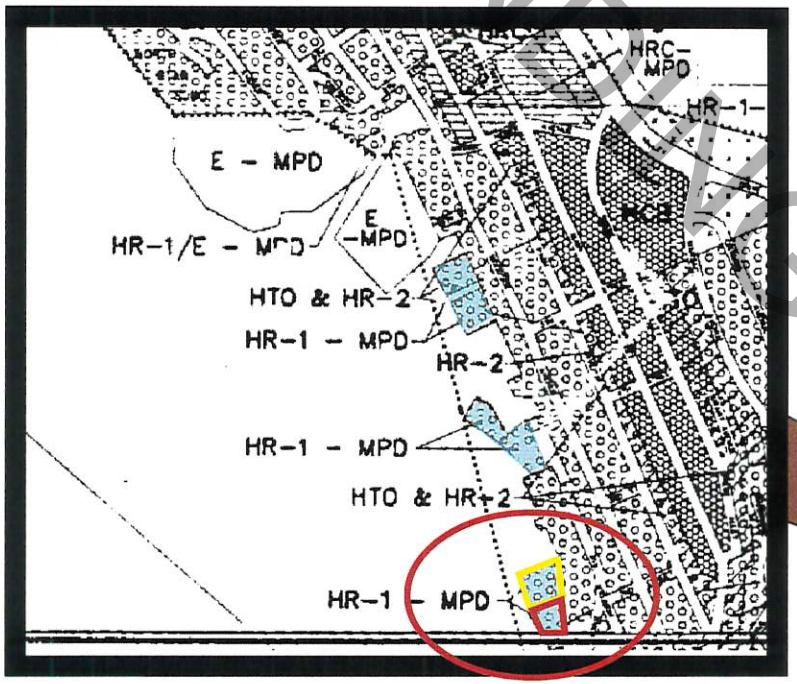
Lot 2, 220 King Rd. – Yellow
Lot 1, 200 King Rd. – Red

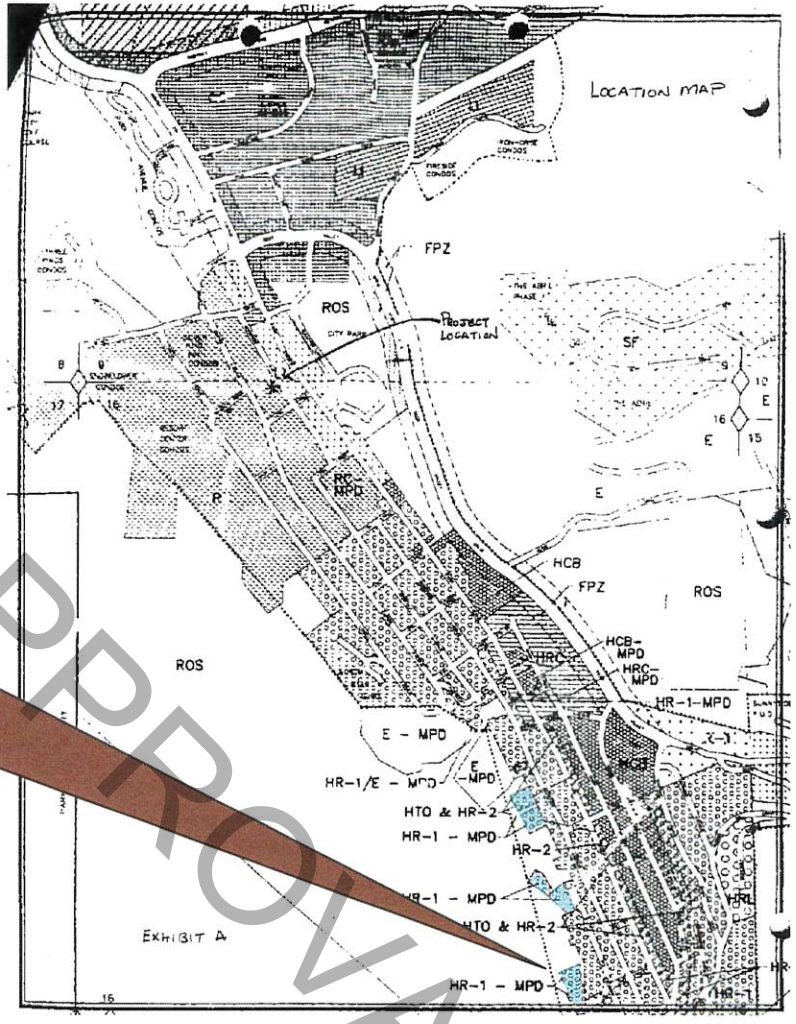


PENDING APPROVAL

Adopted SLO Boundary 1995

(8/31/1995 Staff Report)





Lot 2, 220 King Rd. – Yellow

Lot 1, 200 King Rd. – Red

PENDING APPROVAL

Adopted SLO Boundary 2000
(Ordinance 00-4
SLO Boundary modified off Deer Valley Dr.)

PENDING APPROVAL

Ordinance No. 00-04

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF PARK CITY TO ADJUST THE SENSITIVE AREA OVERLAY ZONE BOUNDARY IN THE VICINITY OF DEER VALLEY DRIVE EAST, PARK CITY, SUMMIT COUNTY, UTAH

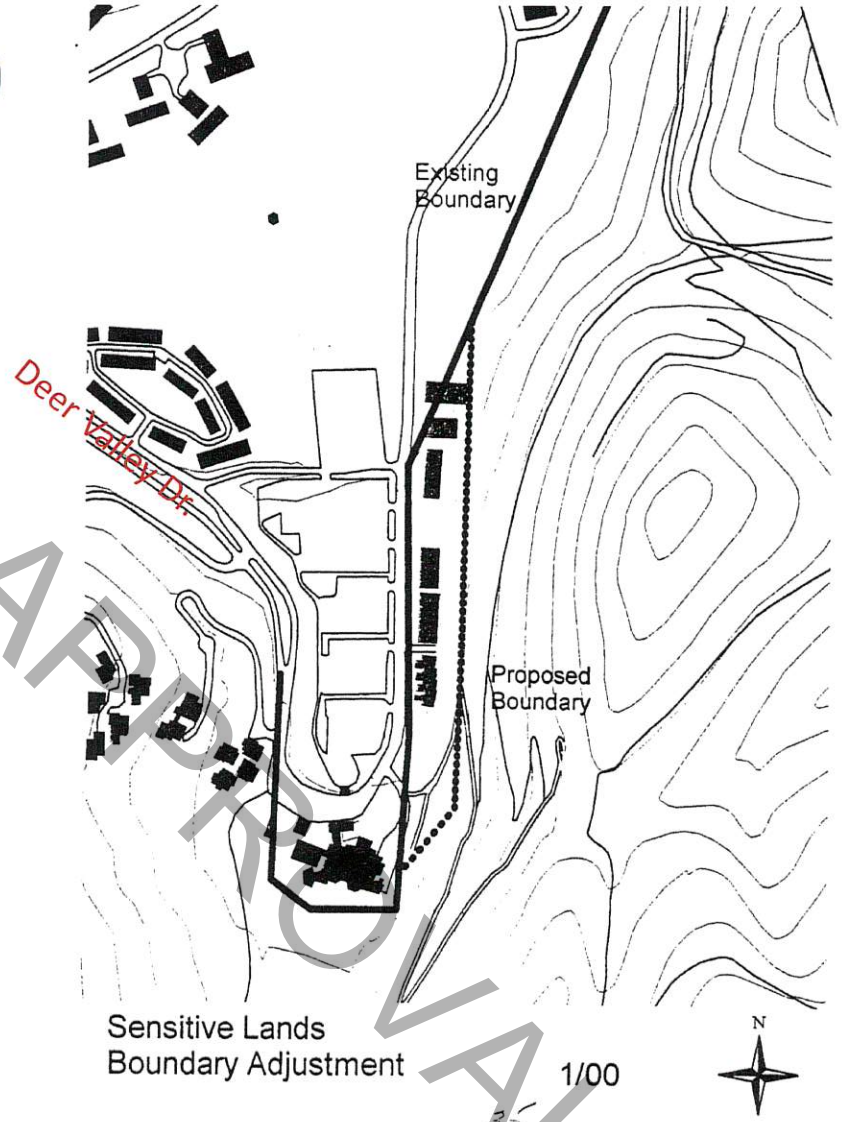
WHEREAS, the Sensitive Area Overlay Zone boundary was established in 1992 for the purpose of regulating development on ridgetops, hillsides and in wetlands; and

WHEREAS, the Sensitive Area Overlay boundary was drawn to be inclusive, with the understanding that further evaluation may result in some areas not being identified as "sensitive"; and

WHEREAS, it came to the attention of the Planning Department that the boundary in the vicinity of Deer Valley Drive may more appropriately be placed behind the existing development at the toe of the slope; and

WHEREAS, the Planning Commission held a legally noticed public hearing on a proposed boundary adjustment on December 15, 1999 and forwarded a positive recommendation on the boundary line adjustment to the City Council;

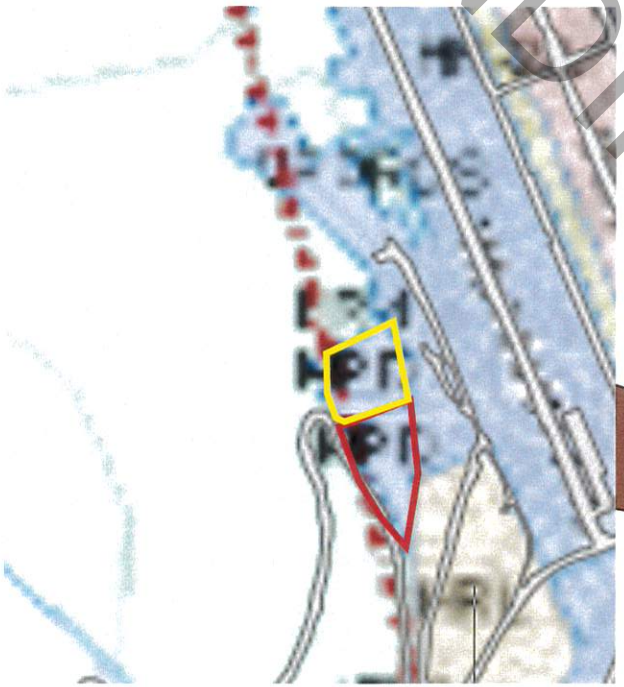
NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah, as follows:



Digitized SLO Line 2010

(6/23/2010 Staff Report)

SLO Boundary begins to creep downhill



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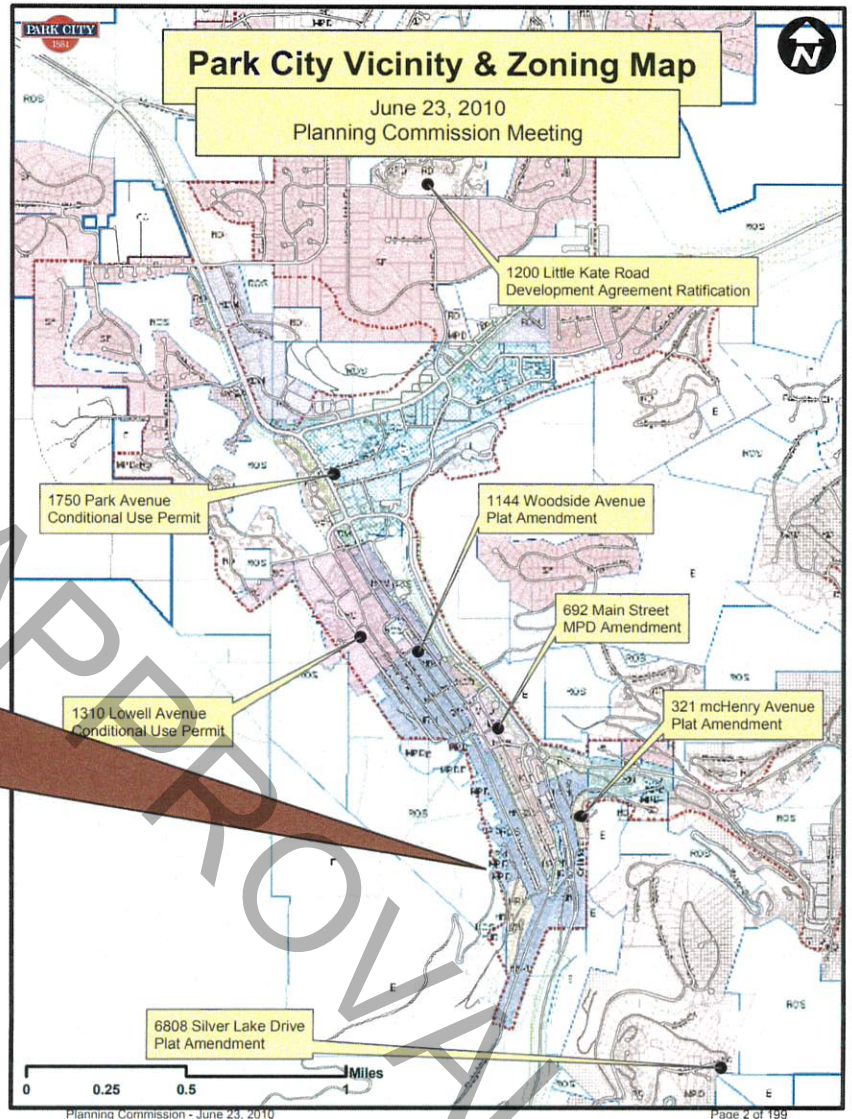
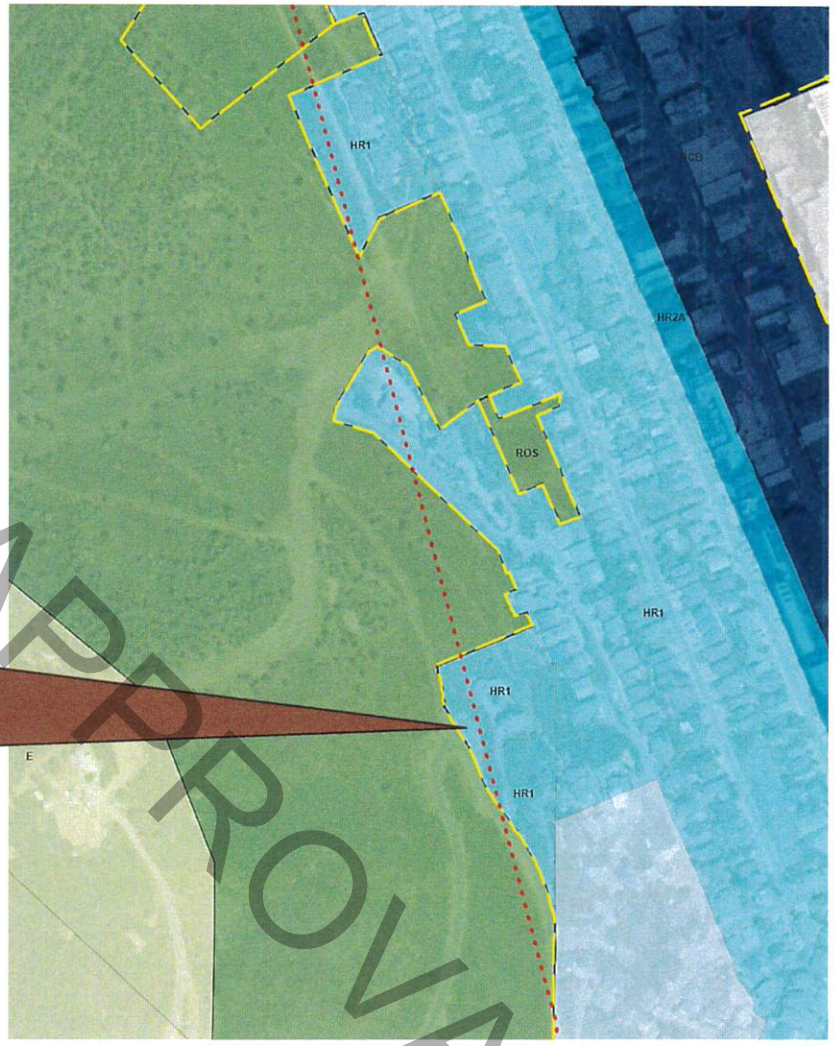
Lot 1, 200 King Rd. – Red



PENDING APPROVAL

Digitized, but not adopted SLO Line

(Current, according to digitized line)



Lot 2, 220 King Rd. – Yellow

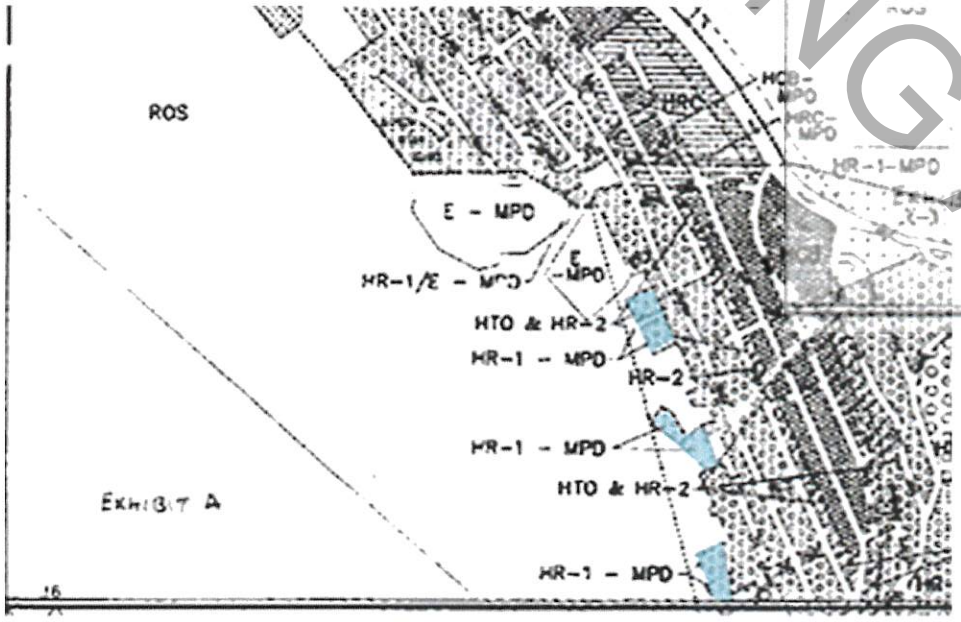
Lot 1, 200 King Rd. – Red

PENDING APPROVAL

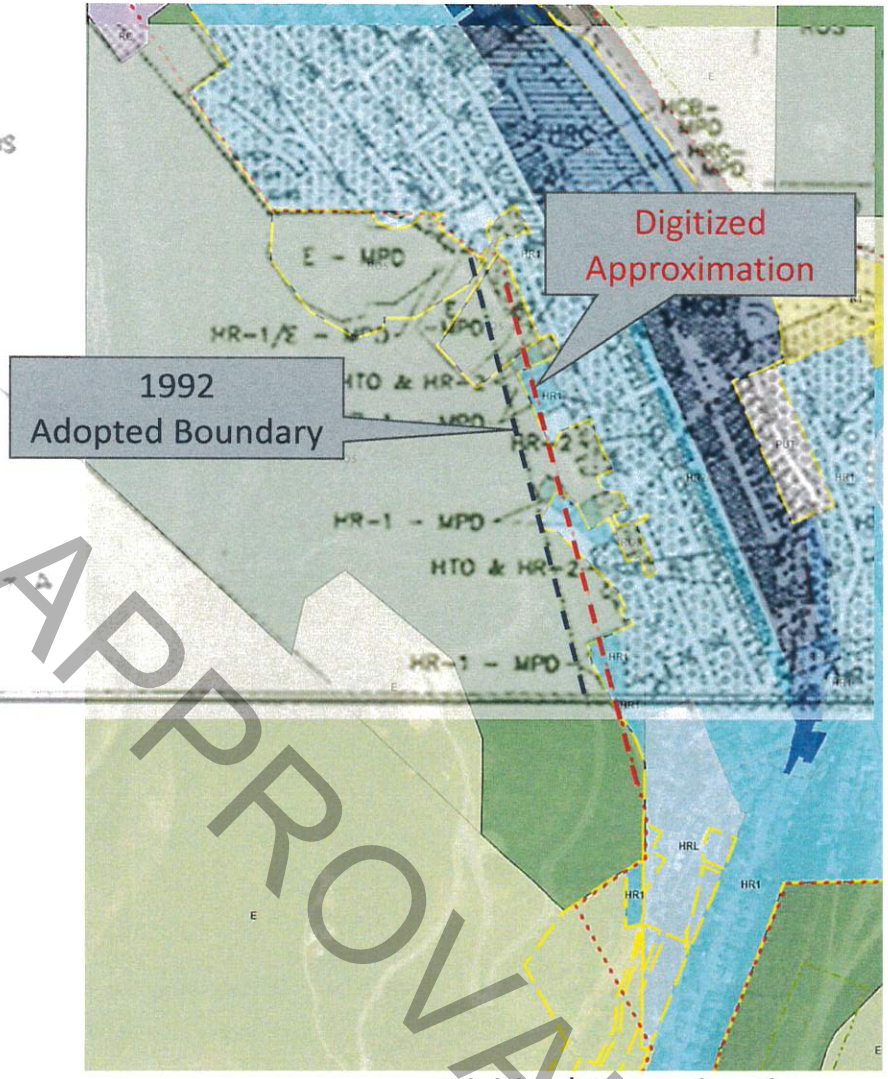
SLO Lines
(Comparison)

PENDING APPROVAL

1995



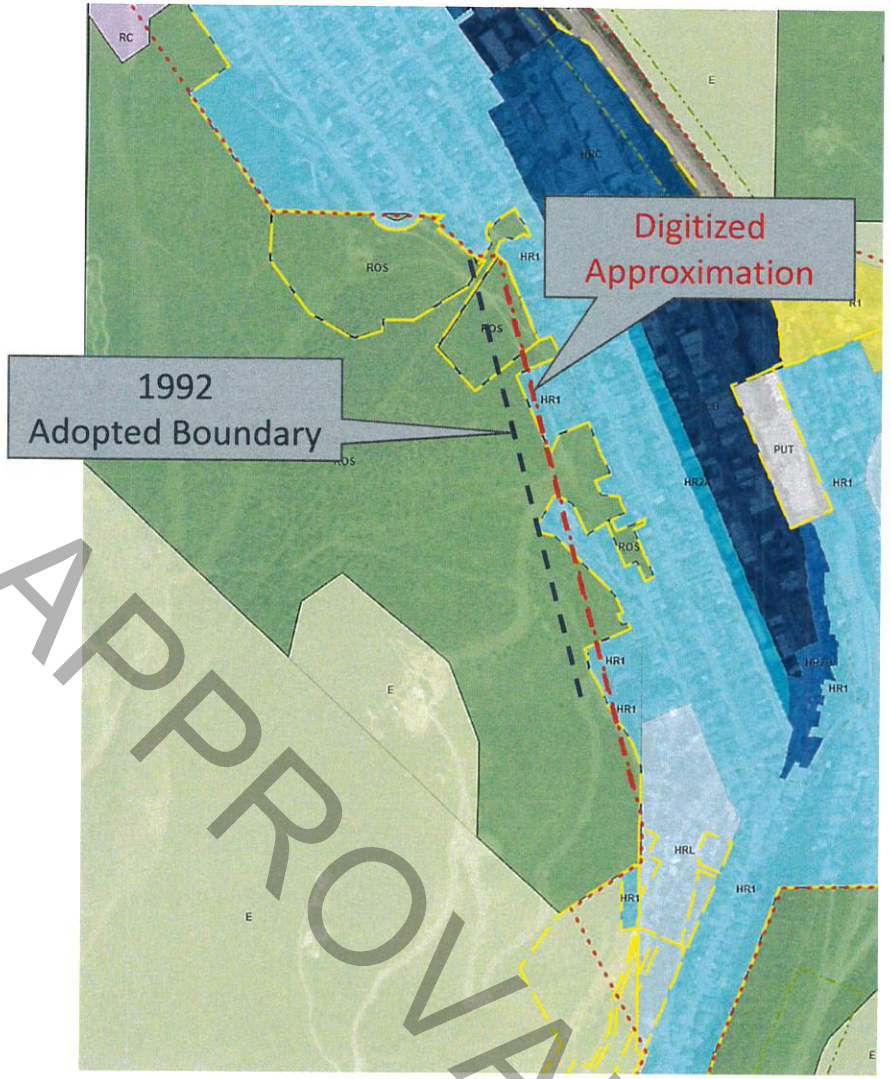
1995



Digitized Approximation

SLO Lines
(Comparison)

PENDING APPROVAL



Thank you!

PENDING APPROVAL

Jim Doilney's Park City Contracting and Development History

photography by mark maziarz

Newpark Flats

Thaynes Canyon - one home

1

OWNER CONTRACTOR

APPROVAL

Newpark Flats

Prospector Village - three homes & one duplex

GENERAL CONTRACTOR

Newpark Flats

Holiday Ranch – one home

3

GENERAL CONTRACTOR

PRELIMINARY NOT FOR APPROVAL

Newpark Flats

14th Street Townhomes – five townhomes

GENERAL CONTRACTOR

Newpark Flats

PENDING APPROVAL

Sunnyside Up – six townhomes

GENERAL CONTRACTOR

Newpark Flats

Fireside – 48 condos and apartments

6

GENERAL CONTRACTOR

Newpark Flats

Park Creeke (Salt Lake) - 59 homes

7

GENERAL CONTRACTOR

REVIEW APPROVAL

Newpark Flats

Southshore – 67 homes

8

GENERAL CONTRACTOR

Newpark Flats

South Ridge – 50 homes

GENERAL CONTRACTOR

PREVIOUSLY

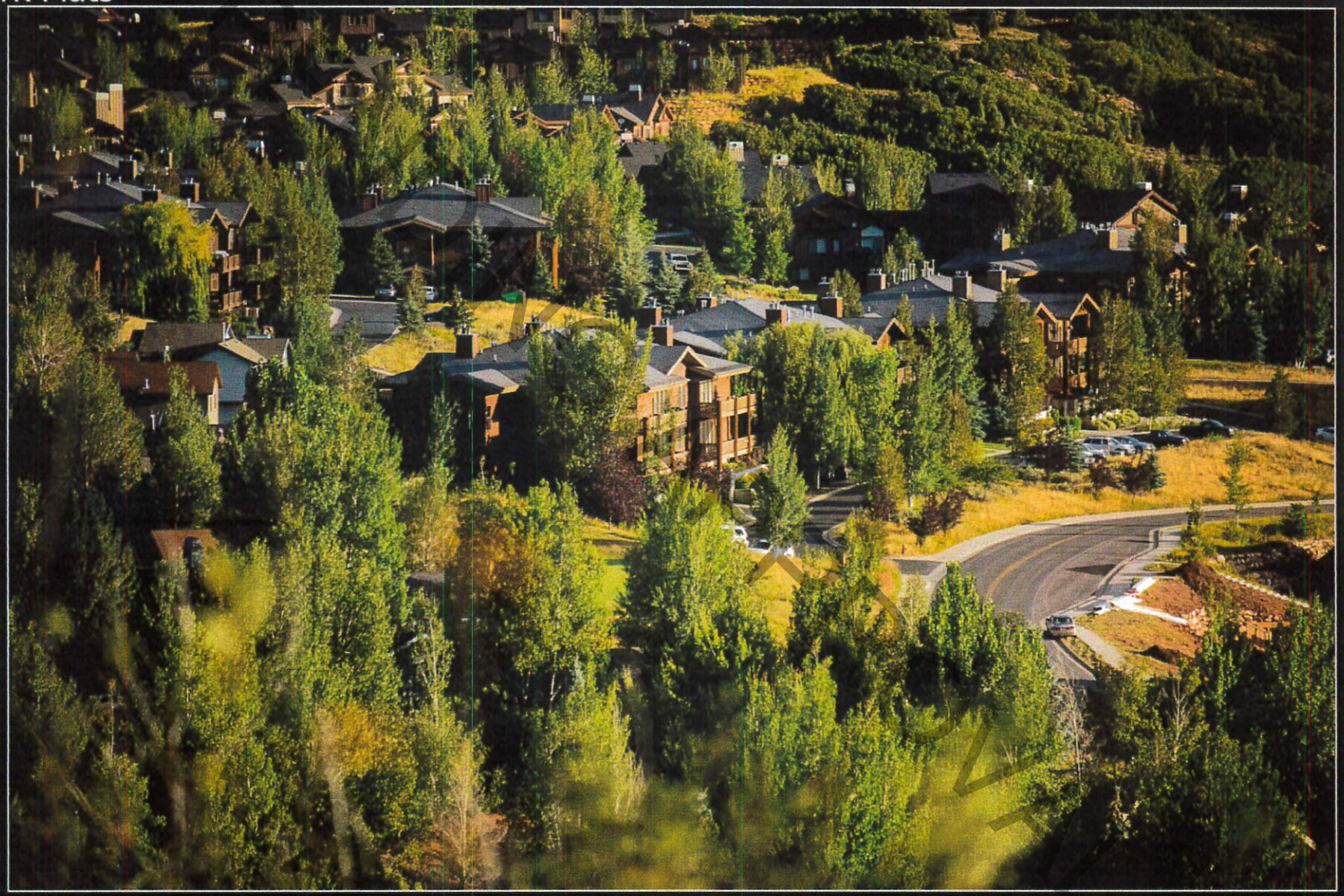
Newpark Flats

Pinebrook Cottages – 90 twinhomes

GENERAL CONTRACTOR

APPROVED PLANS

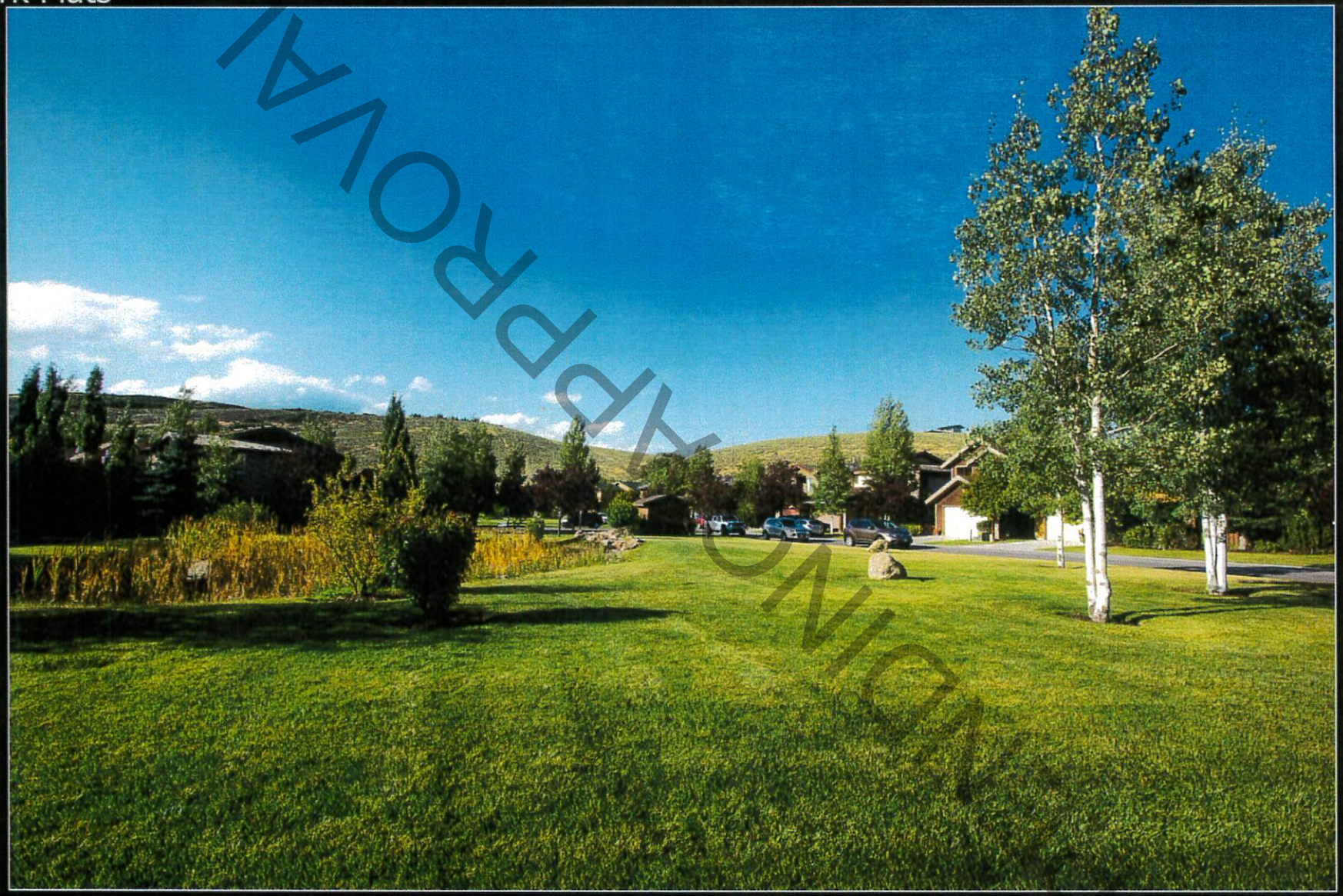
Newpark Flats



Pinebrook Point – 160 condos

GENERAL CONTRACTOR

Newpark Flats



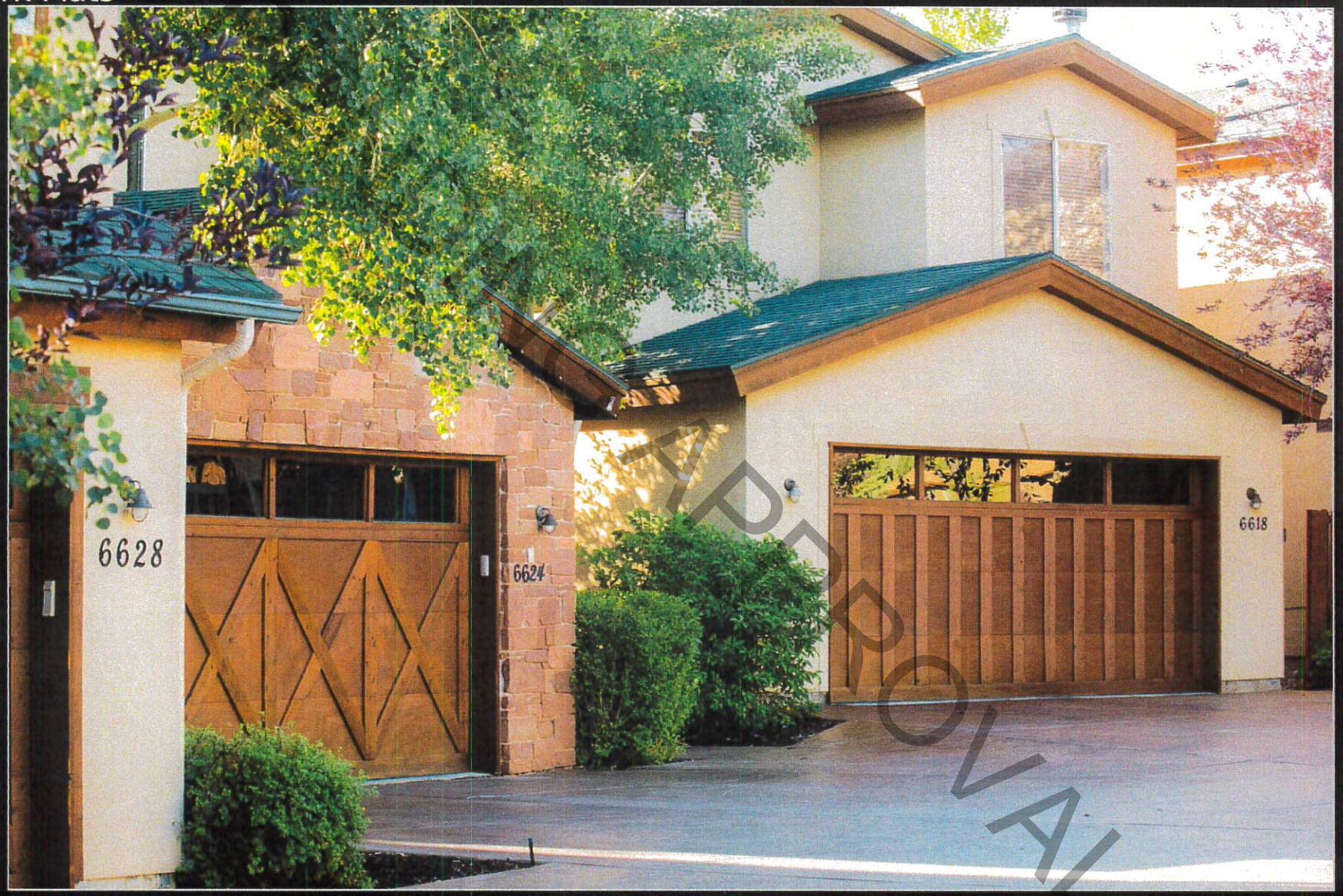
Blackhawk – 160 homes

12

NOT APPROVAL

GENERAL CONTRACTOR

Newpark Flats



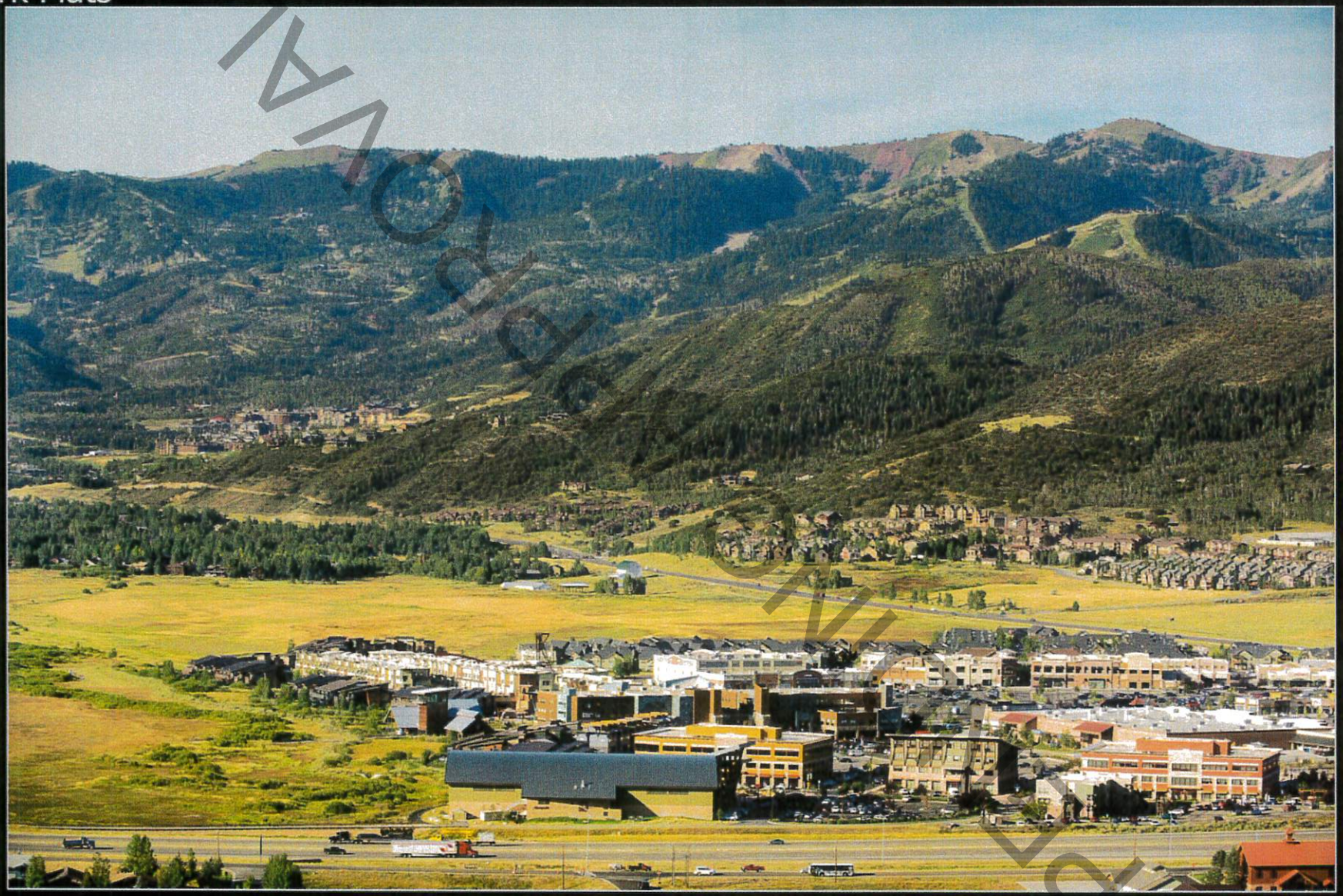
Trout Creek – 25 homes

13

GENERAL CONTRACTOR

APPROVAL

Newpark Flats



Newpark Town Center – 819,360 sf mixed use center

14

GENERAL CONTRACTOR/MASTER DEVELOPER
160,000 SQUARE FEET

Newpark Flats

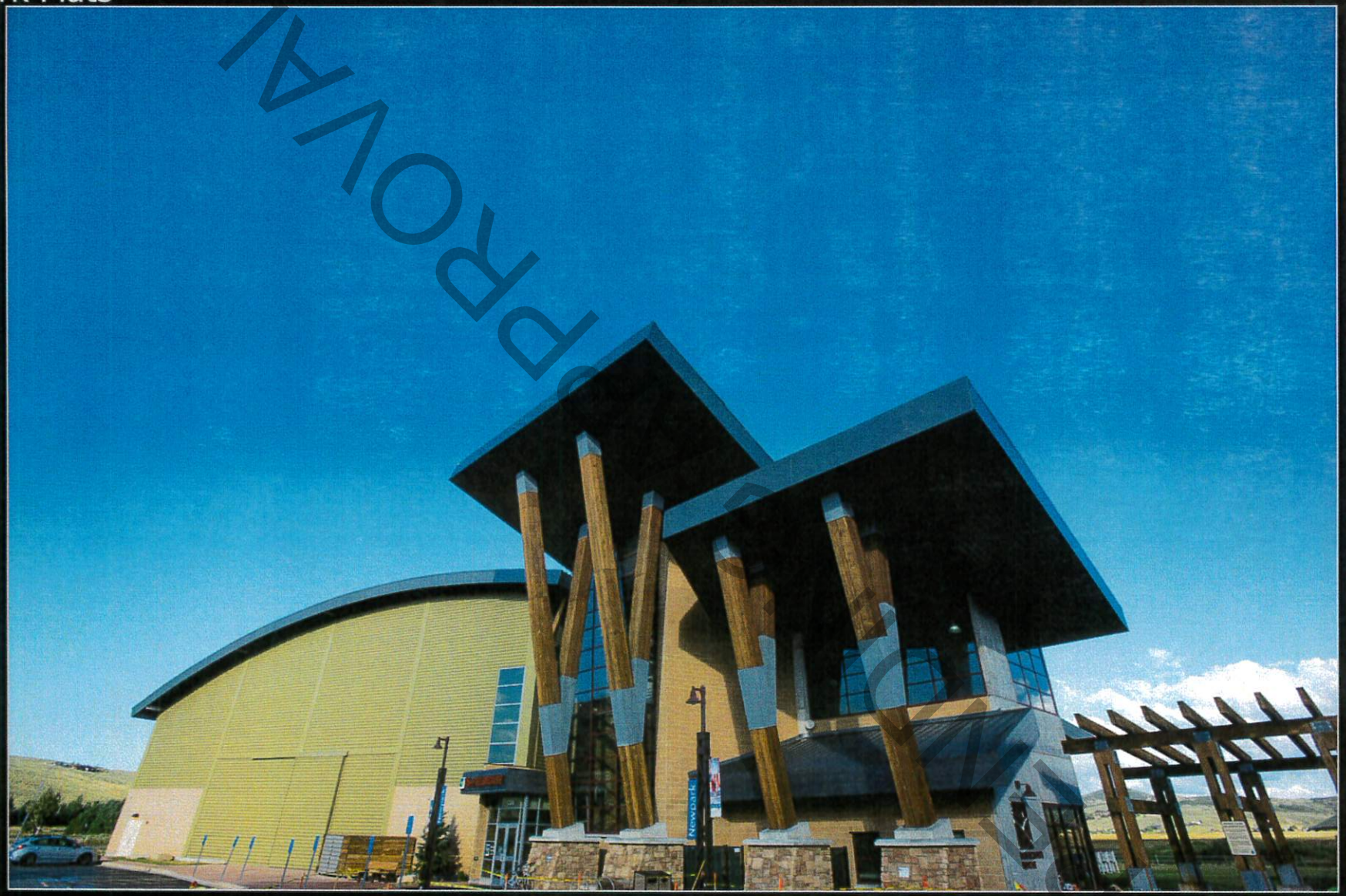
PENDING APPROVAL

Zions Bank at Newpark

15

SITE DEVELOPER

Newpark Flats

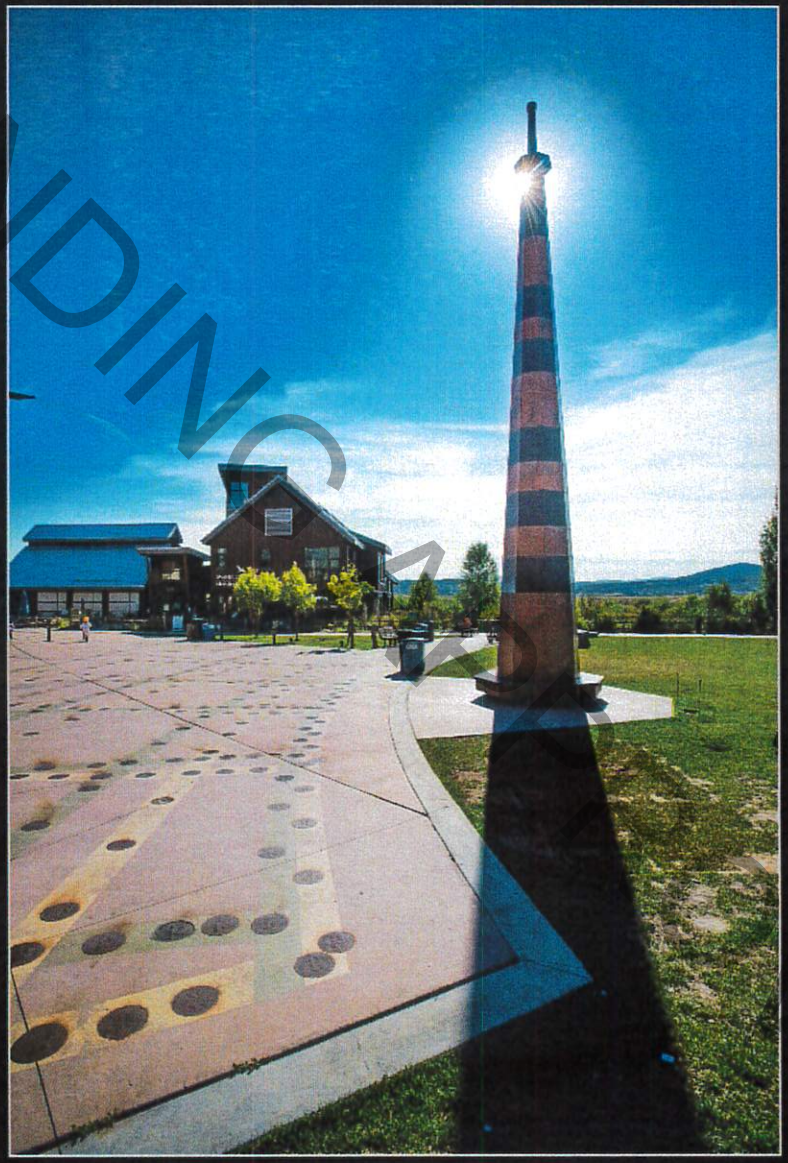


PROVAL

Summit County fieldhouse at Newpark

SITE DONOR
SCHEMATIC DESIGN OVERSIGHT

Newpark Flats



USU – Swaner Eco Center at Newpark

17

SITE DONOR
SUN CALENDAR CREATOR AND BUILDER

READING

Newpark Flats

APPROVAL

Newpark Studios – 38 studio apartments

GENERAL CONTRACTOR

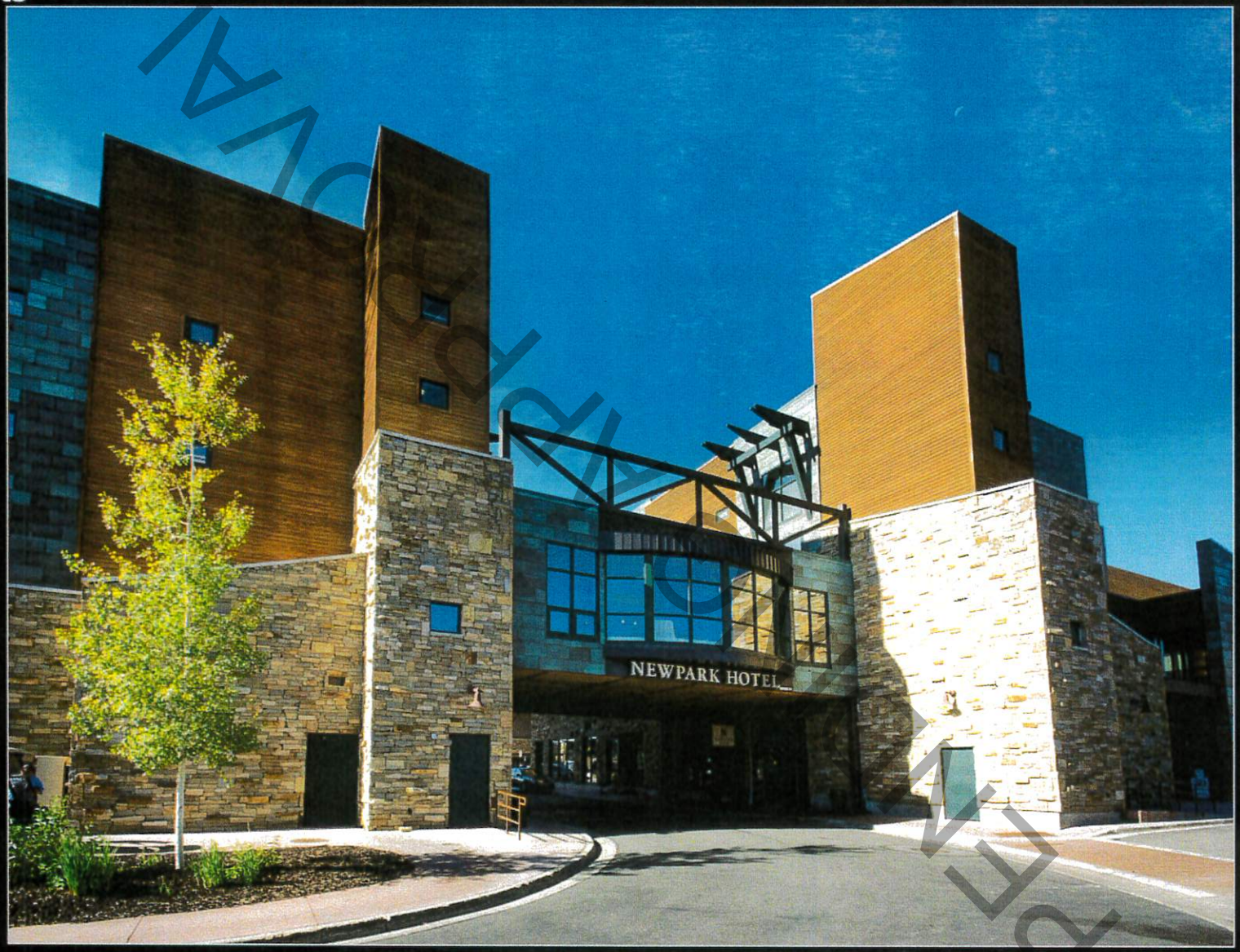
Newpark Flats

Newpark Townhomes – 95 townhomes

GENERAL CONTRACTOR

PENDING APPROVAL

Newpark Flats



Newpark Hotel – 69 condos and 30,084 sf commercial

APPROVAL PENDING

CONCEPTUAL DESIGNER
GENERAL CONTRACTOR OVERSEER

PENDING APPROVAL

Newpark Town Center - site plan and Newpark Flats site

MASTER DEVELOPER

Newpark Flats

APPROVAL

Newpark Flats rendering - 43 apartment unit rendering

SCHEMATIC DESIGNER
CO-DEVELOPER

PENDING APPROVAL

Snell & Wilmer
15 WEST SOUTH TEMPLE
SUITE 1200
GATEWAY TOWER WEST
SALT LAKE CITY, UT 84101
801.257.1900 P
801.257.1800 F

Wade R. Budge, P.C.
(801) 257-1906
wbudge@swlaw.com

PENDING APPROVAL

June 26, 2024

VIA E-MAIL

Park City Planning Commission
c/o Rebecca Ward
445 Marsac Avenue
Park City, UT 84060

Re: Response to Appellant's 6-21-2024 Letter Regarding 220 King Road

Dear Planning Commissioners:

We are responding on behalf of the applicant to the fundamentally flawed arguments made in the appellants[1]' June 21st letter, a copy of which is in your packet for the June 26th meeting. Each of their flawed arguments is addressed below and we will be prepared to answer questions at this evening's public meeting.

As you are aware, the Appeal Panel upheld your February 14, 2024 decision to approve all three CUPs with only one small exception. The single remand is limited and deals only with issues related to the SLO. As we explained in our letter of June 21st, and as also found in the Staff Report, the SLO does not apply at all to 220 King Road. The arguments raised by the appellants are efforts to ignore the limited remand and to skirt the strict City and State legal standards for adopting a zoning map. We will address their four points below.

I. The SLO Does Not Apply to 220 King Road

The Staff Report correctly concludes that the SLO does not apply to 220 King Road. There are many reasons, most of which have been detailed in the Staff Report and our June 21 letter.

[1] Appellants are Eric Hermann and Susan Fredston-Hermann as stated in their June 21st letter.

First, when the SLO was enacted it was clearly identified that it did not apply to the two lots on King Road. This hasn't changed. Interestingly, the other beneficiary of this argument is the appellants, as they own the other exempted King Road lot.

Second, the yellow line on the map below depicts the location of the SLO when it was established in 1992. The southern most depicted lots, labeled HR-1-MPD, are the two King Road lots, including 220 King Road and the Hermanns lot. As you can see, the two lots, including the one at issue here, are NOT in the SLO.

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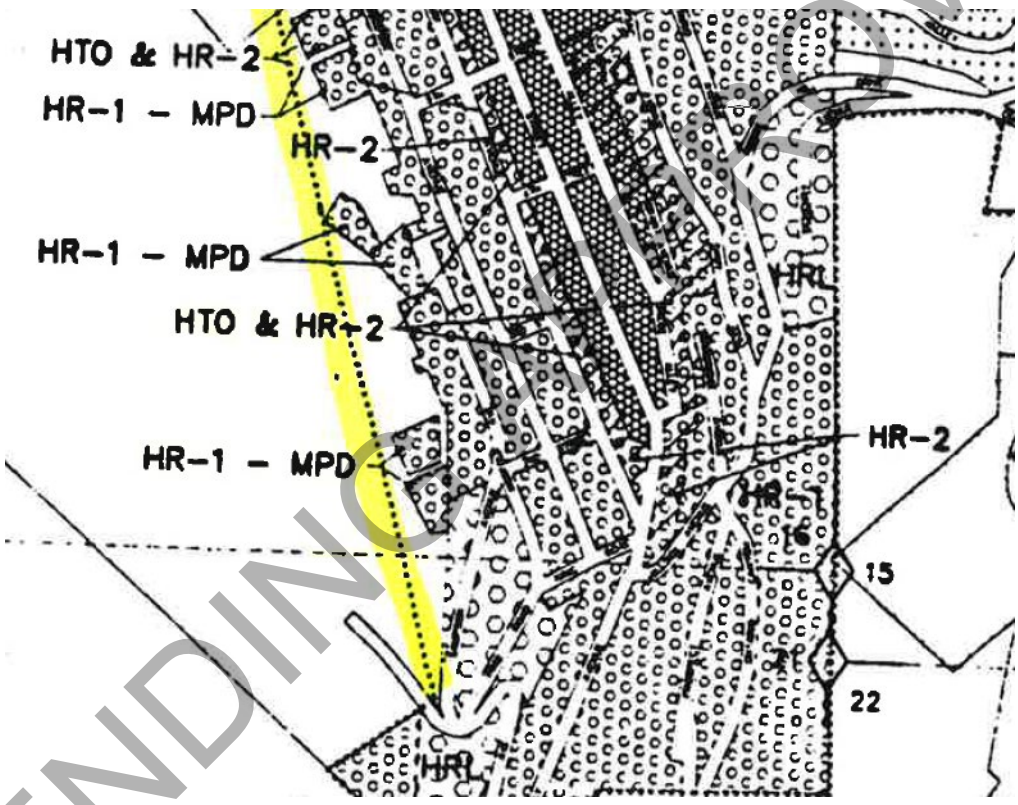

Source: 1994 Park City Zoning Map.

Since the 1992 creation of the SLO, additional maps have also shown this same line. Research reflected in the Staff Report and our June 21 letter confirms that since 2009 there has been "digital creep" of the SLO line. This is illustrated by some post-2009 maps portraying the SLO line as touching a portion of the two King Road lots, including 220 King Road. These projections are not official zoning maps and are, thus, legally irrelevant to the issue before you tonight.

To be an official zoning map, the City Council must properly adopt the zoning map. See LMC § 15-1-7. This requirement also exists in state law. See Utah Code Ann. 10-9a-503(1)(a).

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The SLO was adopted this way with Ordinance No. 92-17. That process requires notice, a hearing and publication. Since 1992 there has only been one lawfully adopted change to the boundary of the SLO. That was done in 2000 (Ordinance No. 00-4) to change the SLO boundary along Deer Valley Drive East. Since then, the SLO boundary has not been changed by any action of the Council—the only entity empowered to change it.

In sum, all officially adopted zoning maps depict 220 King Road as outside the SLO boundary. Appellants have produced no adopted ordinance map to change this fact. The other arguments we made about not splitting parcels are informative of how boundaries are to be interpreted. But given that the research in the staff report is so definitive, there is no need to use the interpretation guides on how to address a potential bisection of parcels.

This evening we will present a detailed presentation of the history of the SLO as it has unofficially creeped into becoming the villain in this story.

II. The later adopted SLO ordinance cannot divest any of the Sweeney MPD lots of their vested rights.

The SLO may or may not cover some portions of the Sweeney MPD. What is certain is that it doesn't touch the subject property here, 220 King Road. Appellants spend a great deal of time twisting and misconstruing Utah's bedrock principle on vesting. These arguments could have implications for others within the Sweeney MPD. The rule applied by Park City, which has been consistently applied to all properties in the Sweeney MPD, is that the SLO cannot operate to divest rights described in the Sweeney MPD.

The reason Park City has applied this rule consistently is that it reflects Utah's bedrock principle that Utah is an early vesting[2] state. This rule also prevents the City from effecting an unlawful taking of valuable property rights. Appellants letter recognizes none of this. Instead, it invites mischief by encouraging the Planning Commission to split hairs—all in an effort to cause a violation of these longstanding legal principles.

When the City granted the other approvals to properties uphill from 220 King Road and within the Sweeney MPD, it recognized that residential uses were specifically vested under the Sweeney MPD. As a result, it did not apply the SLO to those applications. This is because the Sweeney MPD was approved on December 18, 1985. The SLO was adopted later. It was adopted on September 24, 1992, by Ordinance 92-17, well after Sweeney MPD rights vested.

Appellants offer half-baked arguments that the later implementation of the these approvals, including modifications and plat applications, should cause the City to change its practice. They argue that the SLO should prevent those uses. But a change in use does not destroy that use or

[2] Utah's vesting rule was set in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388, 390–91 (Utah 1980); *see also* Utah Code § 10-9a-509(1)(a)(ii) ("[a]n applicant is entitled to approval of a land use application if the application conforms to the requirements of the applicable land use regulations, land use decisions, and development standards in effect when the applicant submits a complete application . . . .")

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extinguish vested rights. Simply, a change doesn't open the door to a free taking. It doesn't end vested rights. The City has known this and for this reason the SLO hasn't been applied to divest uses in the Sweeney MPD (including the residential uses for homes on lots). Again, it doesn't matter if plats were modified or other items were changed, even if those areas are (which they are not) within the SLO; the SLO cannot be applied to divest these rights

An earlier letter by prior City Attorney James Carter understood this. His letter, attached as Exhibit A, clarified that if the MPD expires, the SLO would apply. But absent expiration, it cannot be applied to divest these rights.

All of Appellants arguments on vesting cannot operate to prevent any uses created and vested in the Sweeney MPD. As such, the Planning Commission should summarily dismiss these arguments and confirm for the Appeal Panel, as was requested by that body, that the SLO doesn't apply to 220 King Road and even if it did the SLO could not operate to divest the uses previously approved first by the Sweeney MPD and then implemented through subsequent actions, including the February 14th CUP approvals.

This evening we will present a detailed presentation of the history of the non-application of the SLO to the Sweeney MPD further supplementing that history as explained in the Staff Report.

III. The Applicant Submitted all the Required Materials.

Although the SLO does not apply to the applicant's property at 220 King Road, the applicant submitted all materials required to develop within the SLO, pursuant to the LMC that applied at the time application was made. This point is not made to indicate that the SLO applies. Rather, all of these submissions are to confirm that this applicant is doing everything possible to cover every conceivable base in order to build a home conforming with all of codes.

The list of these wide-ranging materials, which by the way are the same as contemplated for a Sensitive Land Analysis, include the following:

- On April 26, 2023, applicant submitted a Visual Assessment;
- On July 8, 2022, as supplemented by submittals on December 28, 2023, February 2, 2024, and February 13, 2024, applicant submitted slope and topographical maps;
- On February 6, 2024, applicant submitted a soils report;
- On February 6, 2024, applicant submitted a geotechnical report;
- On July 8, 2022, and supplemented on April 26, 2023, Applicant submitted a 3D analysis showing no ridge line encroachments.
- On July 8, 2022 and supplemented on December 28, 2023, February 2, 2024 and February 13, 2014, applicant submitted a slope and elevation map that showed the elevations for the 220 King Road property;
- On February 5, 2024, applicant submitted a vegetation plan;
- On July 8, 2022, applicant submitted a vantage point assessment;

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- There are no wetlands on the Applicant's Property; and
- On February 2, 2024, Applicant submitted a drainage plan.

Appellants' arguments attempt to gaslight the state of the materials submitted here. They try to argue steps have been skipped. This is false. The applicant's submissions have been extensive. And even though there was no need to obtain a Sensitive Lands Analysis given that the SLO cannot apply to 220 King Road, the fact that the information has been submitted should confirm to all how no step is being skipped. Moreover, these submissions add additional confirmation of the correctness of the Planning Commission's earlier decisions. The only complaint seems to be that there is no single document from Planning Staff explicitly using the phrase "determination". As the Staff Report makes clear, Planning Staff has, twice, determined that the application has complied with the SLO and that the CUP is appropriate to allow the applicant to develop 220 King Road as proposed.

IV. Safety Concerns

Park City LMC makes it clear that the approval of a conditional use permit, including a Steep Slope CUP, is not the end of the review for the development. In many ways it is, as Churchill said about D-Day, only the "end of the beginning". Each applicant is, obviously, required to obtain a building permit to move forward. The Park City Building Official is responsible for reviewing all construction to ensure that it complies with - International Building Code, the Housing Code, Abatement of Dangerous Building Code, Electrical Code, Plumbing Code, Uniform Sign Code, Mechanical Code and Fire Code. See Park City Buildings and Building Regulations § 11-2-3. Detailed geotechnical reports are required to be submitted and signed by appropriately licensed professional engineers.

This order of review and approval ensures that additional details, studies and engineering are provided and reviewed in increasing detail as building approvals are obtained. Concerns with safety regarding the construction method or construction details are reviewed in the context of the building permit, as administered by the Building Official. The applicant has hired multiple geotechnical engineers to review the site conditions and ensure any structure and improvements are constructed on site are done in the proper and safest manner. Appellants have made specious allegations about safety. Not only are these allegations baseless, they have no place in this proceeding where the Appeal Authority has so specifically identified what is to be reviewed. The safety of the proposed home is not one of them. Those responsibilities are assigned to the Chief Building Official.

The appellants' letter listing in Section 3 of potential construction amounts and processes and then engaging in paranoid speculation of imaginary horribles there, and in Section 4, simply proves the level of desperation that the appellants are stooping to in their effort to confuse the very limited issues presented by the remand.

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Conclusion:

In sum, the SLO does not apply to 220 King Road. The actual, legally adopted, SLO map as approved by Council does not apply to this lot. Further, because the Sweeney MPD vested prior to the SLO ordinance, the efforts to attack the vesting and the lots' property rights should be rejected. Finally, applicant has submitted extensive materials complying with the SLO and will be responsible to comply with every safety code.

For these reasons the Planning Commission should answer the Appeal Authority's questions and confirm that the SLO doesn't apply here.

Very truly yours,

SNELL & WILMER

Wade R. Budge, P.C.

cc. City Attorney office
counsel for Appellants

PENDING APPROVAL

EXHIBIT A
James Carter Letter
(Attached)

PENDING APPROVAL

PARK CITY
1884

Legal Department

September 22, 1992

Michael E. Sweeney
2280 S. 2300 East
Salt Lake City, Utah 84109

Re: Status of Sweeney Master Plan

Dear Mike:

I'm in receipt of your letter of September 21st which we received by telefax this morning. In an effort to provide you a timely and succinct response, here are our answers to your three questions:

1. Will the Sensitive Lands Overlay Zone apply to the Sweeney property's master plan hillside portion (Treasure Hill)? Yes. However, Land Management Code § 3.14(c)(2) Length of Approval, provides, in pertinent part, "Zone changes occurring while the approval is in effect shall not effect the approval. Changes in the master plan requested by the developer will be reviewed and approved as a revision to the master plan by the Planning Commission. A change will be defined as any change in concept, unit type, configuration or number. At that time, the Planning Commission shall review the entire MPD, even if only one parcel or phase is involved in the modification, under the regulations in effect at the time of review. Modifications shall act as an extension of the approval." The Sensitive Lands Ordinance is being adopted in the form of an overlay zone, and so would not, by itself, affect the approved Sweeney Master Plan. If, however, a change in the master plan is requested, as defined in the LMC, the provisions of the Sensitive Lands Ordinance would be applied.

2. Is the Sweeney Master Plan in full effect? At this time, Park City is reviewing information being submitted by Pat Sweeney with regard to the progress made to date under the MPD approval to determine compliance with the MPD phasing and the terms of the Land Management Code relating to extension of the approval.

3. Is the City bound by the conceptual approval of the Town Lift project passed by the City Council on September 19, 1991? No. The Town Lift project conceptual approval was granted in order to give guidance to the developer as to what types of applications would be favorably reviewed by the City in the future. Neither the applicants nor the City, however, are bound by the conceptual approval. The City has, however, approved the plat for Phase I of the project, and is bound by that approval.

PENDING APPROVAL

Park City Municipal Corporation • 445 Marsac Avenue • P.O. Box 1480 • Park City, UT 84060-1480
Phone (801) 645-5008 • FAX (801) 645-5078

I hope this information is responsive to your request. Please give me a call if you need further information or clarification.

Very truly yours,

James W. Carter
City Attorney

PENDING APPROVAL

From: public_comments
To: Rebecca Ward
Subject: FW: [External] Public Comment Submission
Date: Tuesday, June 25, 2024 12:15:24 PM
Attachments: ~WRD0003.jpg

From: No Reply <noreply@civicplus.com>
Sent: Sunday, June 23, 2024 11:11 AM
To: public_comments <Public_Comments@parkcity.org>
Subject: [External] Public Comment Submission

Warning: Replies to this message will go to 010f01904614bb02-c61fb3e6-fd39-461f-90b6-e2b08127465b-000000@us-east-2.amazonses.com. If you are unsure this is correct please contact the helpdesk.

[CAUTION] This is an external email.

Submitted by: Patricia Constable
Email Address [redacted]

Commented on event: https://parkcityut.portal.civicclerk.com/event/358/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Reference: 220 King Road Steep Slope excavation Honorable Council, My husband David and I live at 287McHenryAve. We have serious concerns regarding the size and scope of the proposed steep slope excavation at 220 King Road. The Kings Crown landslide is a good example of the dangers of steep slope excavation. With the integrity of King Road at risk, the dangers of adjacent property damage and personal harm to inhabitants, we request extreme caution to be required before proceeding. The inconsistency to this is noted when neighbors living near us at 310 McHenry Ave. are remodeling their home. The planning department denied them addiontal excavation for a crawl space due concerns regarding truck loads of heavy material on a historically sensitive road. The approval of the steep slope excavation ar 220 King Rd. and the 310 McHenry Ave. denial would be a disconnect in logic and consistency. Respectfully, Patricia and David Constable

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PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
JULY 10, 2024

COMMISSIONERS IN ATTENDANCE: Chair Sarah Hall, Vice Chair Christin Van Dine, Laura Suesser, Bill Johnson (via Zoom), John Frontero, Henry Sigg (via Zoom), Rick Shand

EX OFFICIO: Rebecca Ward, Planning Director; Elissa Martin, Assistant Planning Director; Jaron Ehlers, City Planner; Anna Hamilton, Planning Intern; Anna Maki, Transportation Planner; Alex Roy, Assistant Transportation Planning Manager; Lillian Zollinger, City Planner; Jacob Klopfenstein, City Planner; Mark Harrington, City Attorney

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1. ROLL CALL

Chair Sarah Hall called the meeting to order at 5:30 p.m. She confirmed the attendance of all Commissioners, either in person or online.

2. MINUTES APPROVAL

There were no minutes for approval.

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Commissioner Christin Van Dine recused herself from Regular Agenda Item 7. A.

Chair Hall requested that Commissioner Johnson share an update regarding his appearance before the City Council in his role as liaison for the Small Area Plan. Commissioner Johnson reported that he generally summarized the process up to this point and provided a narrative as to why the Planning Commission ended up where it did, particularly with regard to the Frontage Protection Zone and the Community Benefits.

Chair Hall thanked Commissioner Johnson for providing insight to City Council as they weigh in on the Small Area Plan. She noted the City Council was scheduled to vote on the Small Area Plan on July 11, 2024, and that Commissioner Johnson would provide another summary of the Commission's unanimous recommendation to the City Council. Commissioner Johnson reported that he would be happy to reiterate the Commission's recommendation to the City Council.

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Chair Hall felt it would be helpful to remind the City Council of the Commission's unanimous recommendation on the Small Area Plan and for Commissioner Johnson to be available for any Council questions in that regard.

Commissioner Suesser reported that she met with City Council Member Tana Toly, where they walked part of the site and discussed any questions she had about the Small Area Plan as well as the Planning Commission's conclusions about the Small Area Plan. She noted that Commissioner Frontero met with some Council Members as well. Commissioner Frontero stated that he participated in a bike tour of Bonanza Park with Council Members Bill Ciraco and Ed Parigian. He noted they had significant questions and they walked through an understanding of the Small Area Plan and the sequencing of how it would proceed.

Chair Hall thanked the Planning Commission Members who were available for additional engagement regarding the Small Area Plan, which would be a significant supplement to the General Plan. She noted that the Small Area Plan was on the City Council's July 11, 2024 Agenda.

Planning Director, Rebecca Ward reported that the Planning Department is now fully staffed and introduced New Assistant Planning Director, Elissa Martin. She also reported that Jaron Ehlers was promoted to a full-time Planner. He has been with the Planning Department for five years on a part-time basis and will be joining the Department full-time. Director Ward also reported that City Planner, Lillian Zollinger was promoted to Planner III. They filled the Senior City Planner position and Alec Barton was to join the team on July 29, 2024. Director Ward reported that Anna Hamilton joined the Planning Department as a Summer Intern. She has been helping scan and archive files dating back decades.

Assistant Director Martin introduced herself and stated that she was pleased to be working with the Planning team and looked forward to the exciting projects that are underway.

A. Planning Commission Chair Election – Pursuant to Land Management Code Section 15-12-6, the Planning Commission will Elect One of Its Members to Serve as Chair for a Term of One Year.

Chair Hall reported that per Code a motion is required to elect a Chair and Vice-Chair for the coming year. There was discussion regarding the terms of Chair Hall and Commissioner Johnson. Director Ward clarified that both Chair Hall and Commissioner Johnson will continue to serve on the Commission through the Snow Park Master Planned Development.

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MOTION: Commissioner Suesser moved to RE-ELECT Chair Hall to serve as Chair for the coming year and Commissioner Van Dine as Vice-Chair for the coming year. Commissioner Frontero seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission.

B. Accessory Uses in Master Planned Development Task Force Update.

Director Ward reported that the Staff Communication Report included in the Packet provided a summary of where they are in the process. The Commission recommended amendments for City Council consideration and the Council requested the formation of a Task Force to answer four questions regarding the purpose of the amendments, the financial implications, the types of development that will be incentivized or disincentivized, and the clarifications to the Resort Support Commercial footnotes for consistency throughout the zones.

Director Ward reported that the Task Force met in December, January, February, and April and reviewed the Commission's discussions and proposed amendments. They worked together to draft a summary for the Council. The summary attached as Exhibit A will be presented to the City Council on August 15.

Chair Hall reported that Commissioners Suesser and Sigg serve as Liaisons for the Accessory Uses Task Force and welcomed comments. Commissioner Suesser asked if there was a more detailed report or if the Executive Summary attached to the Staff Communication was the only report. Director Ward confirmed that the attachment was the full report.

Commissioner Suesser understood that she and Commissioner Sigg would have the opportunity to address some of the Task Force's findings before the City Council's review in August. Director Ward explained that this report would be presented to City Council as a Staff Communication on August 15 as liaisons, Commissioners Suesser and Sigg would have the opportunity to clarify anything regarding the Commission's recommendations. She noted that Staff could include those clarifications as an exhibit to that Staff Communication.

Commissioner Sigg asked if the current Ordinance would remain in effect, and Director Ward confirmed. As they no longer have the Pending Ordinance procedure, any proposed modifications or changes would require them to go through the process of Planning Commission review and recommendation to the City Council. Commissioner Sigg noted that the recommendation by the Task Force was to maintain the status quo. Director Ward stated that the City Council ultimately denied the recommendations regarding the Ordinance and did not adopt any changes.

Chair Hall stated that she would appreciate that input from the liaisons on behalf of the Commission be included in the record, or through in-person comments. In response to

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an inquiry, Director Ward reported that the Commission forwarded its recommendations to the City Council on April 12, 2023. It was noted that former Commission John Kenworthy was on the Commission. Commissioner Rick Shand was not on the Commission at that time.

Commissioner Johnson noted that Commissioner Shand was the liaison for the Committee and asked for his insight. Commissioner Shand explained that they started off talking about possible changes to the Ordinance, as well as the effects of those changes. Over three meetings, they eventually concluded that the current allowance for Accessory Uses seemed to be working. It was the opinion of the Task Force that the Ordinance should remain status quo. He commented that they considered many different options, but ultimately concluded that the 5% and 5% was something that they wanted to forward to the City Council as a recommendation. In response to further inquiry from Commissioner Johnson, Commissioner Shand felt that the review was objective and unbiased.

Commissioner Sigg asked who was on the Committee. Commissioner Shand stated that information was in the report. He listed Doug Clyde, Chris Conabe, Brianna Callaway, Molly Wilden, Jan Wilking, Gary Crandall, and Alexandra Horst.

Commissioner Suesser expressed surprise at the Task Force's findings, as she was on the Commission when they went through the Treasure Hill application. That application had 450,000 square feet of approved density in a Master Planned Development ("MPD"). She commented that what was presented in terms of development was over one-million square feet, and that was where the back-of-house issue came to the forefront and created a problem for the Commission. She added that the Commission looked at comps around town to determine what accessory uses were appropriate and what could reasonably be added to development due to the blooming of the size of the development. Commissioner Suesser explained that this was the gap and the issue with the Code that they tried to address with the Commission's recommendations.

Commissioner Shand stated that they did not discuss that development specifically by name. Commissioner Suesser felt that history was important for the Task Force to consider. Commissioner Shand offered that they stuck with the 5% and the 5%, and did not know how Treasure Hill went from 450,000 of entitled square footage to close to 800,000 square feet using the 5% and 5% rule. Another example they referred to, while not necessarily by name, was Silver Star and how well it had worked. He noted there was no specific meeting space at Silver Star, but there is a commercial component. He added that they also looked at other examples around town. He noted that Treasure Hill was prior to his time, but some of the other Committee members might have spoken to it directly. At the end of the day, using Silver Star and some other more recent developments, they felt that 5% and 5% would make a project viable for developers.

Commissioner Sigg commented that in the context of incentivizing and disincentivizing, he did not believe that there was any spirit or intent to disincentivize resort development.

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He felt the Commission just wanted to ensure that resort development did not turn into additional bottom-line development for a developer who might otherwise be going through the land use authority and the Code to get their square footage. He stated that they wanted to make sure that meeting rooms did not turn into restaurants and other types of commercial spaces available for lease to outside entities, which would enhance the square footage price of a unit. Commissioner Sigg also recalled that they looked at some of the potential obligations that could come with the additional density. He felt that they came to a unanimous decision that they wanted to ensure that the process was not used incorrectly.

Commissioner Suesser agreed with Commissioner Sigg's recollection that the recommendations had nothing to do with incentivizing or disincentivizing development; rather, it had to do with creating more predictability in the Code when a project is approved, which was the gap they saw in the way the Code was crafted. On behalf of the Commission, Commissioner Suesser stated she would provide a rebuttal to the Task Force's findings for the Council's consideration of the background of the Commission's recommendations.

Chair Hall reiterated that the Council meeting would be held on August 15, 2024.

C. Planning Commission Liaisons and Potential Special Meetings.

Director Ward provided an update on the Land Management Code ("LMC") amendments. The Radon and Steep Slope Conditional Use Permit amendments were scheduled to come back before the Planning Commission in August, along with some of the amendments required to be implemented due to changes in the State Code. Staff was also moving forward with a focus group and additional research on childcare. Pending adoption of the Bonanza Park Small Area Plan, Director Ward stated that as they go through the implementation of the Plan they would look for Commissioners who might have an interest in working with Staff and the consultant team, Design Workshop. She reported that they were awarded a grant for Design Workshop's help in drafting Code amendments. She referenced the following topics listed in the Staff Communication: Multi-Modal Transportation and Parking; Neighborhood Design Guidelines; Arts & Culture; Allowed Uses including the mix of commercial uses, Nightly Rentals, Conventional Chain Business regulations; Incentives for Local Businesses; Parks and Open Space; Affordable, Attainable and Market-Rate Housing; and Sustainability.

Director Ward reported that at the last City Council meeting, there was discussion about having a general liaison or two liaisons from the Planning Commission who could assist with continued joint discussions on issues like Community Benefits. Commissioner Suesser noted that the Planning Commission would be at the forefront of these Code amendments. Chair Hall stated they should wait until the City Council made a determination regarding the Small Area Plan. Director Ward agreed and added that pending that determination, the Commissioners should think about which topics they might want to participate in on a deeper level.

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Director Ward next reported that they had started the General Plan process and the consultants were currently reviewing the information and gathering data. They would begin the community engagement process in late summer or early fall. Staff was looking for Planning Commission liaisons to participate in the General Plan process on Historic Preservation; Multi-Modal Transportation and Parking; Open Space, Trails, and the City's Annexation Expansion Area; Affordable and Attainable Housing; the Quinn's Junction neighborhood; and Sustainability and Water. She welcomed input from the Commissioners interested in serving as liaisons for the General Plan. Commissioner Johnson expressed interest in Historic Preservation.

Commissioner Van Dine expressed interest in Open Space, Trails, and the City's Annexation Expansion Areas. Commissioner Shand also requested to serve as a liaison on this topic, as did Chair Hall.

Commissioner Sigg offered to serve as a liaison on Multi-Modal Transportation and Parking. In response to an inquiry, Director Ward explained that the Quinn's Junction neighborhood included the Studio Crossing area. Commissioner Van Dine volunteered to serve as a liaison for that topic. Commissioner Frontero volunteered to work on Affordable Housing and Multi-Modal Transportation. Commissioner Suesser offered to work on Historic Preservation, Sustainability, and Water. Commissioner Johnson also expressed interest in working on Sustainability and Water. Commissioner Sigg requested to work on Trails as well. Commissioner Shand volunteered to work in the Quinn's Junction neighborhood. Chair Hall stated she would be happy to work on any of the topics.

Director Ward summarized the list of liaisons as follows:

- Historic Preservation: Commissioners Johnson and Suesser;
- Multi-Modal Transportation and Parking: Commissioners Sigg and Frontero;
- Open Space, Trails, and Annexation Area: Commissioners Van Dine, Shand and Sigg;
- Affordable and Attainable Housing: Commissioner Frontero;
- Quinn's Junction neighborhood: Commissioners Van Dine and Shand; and
- Sustainability and Water: Commissioners Suesser and Johnson.

Director Ward reported that the appointed City Council liaison for the General Plan process is Council Member Bill Ciraco, and she suggested that Chair Hall could serve as the General Liaison. Chair Hall would be happy to fill in any of these topics.

Director Ward reported that Staff had the updated and revised submittal from Deer Valley on the Snow Park MPD, which was scheduled for a preliminary Work Session on September 11, 2024. At that time, the applicant would provide a high-level overview of the major changes they made to the plan. She asked if there was interest in having special meetings on the third Wednesday in October, November, or December to

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accommodate the larger project. She stated they could move the project forward on the Regular Agendas, but they could also consider a special meeting.

Chair Hall felt that they typically only had one meeting in November and December, which were difficult enough given the holidays. She was not in favor of adding more meetings during that time unless it was truly necessary. Commissioner Suesser supported holding a special meeting in October and on November 6. She did not support holding a special meeting in December. Commissioner Van Dine agreed. Director Ward noted that November 6 was unavailable but they could add an October meeting on either October 16 or 30, 2024. Commissioner Van Dine expressed a preference for October 30. There was agreement on that date.

Commissioner Frontero sought clarification that they would wait for the Council's determination on Bonanza Park before determining liaisons. Director Ward suggested the Commissioners start thinking about the areas of interest pending the Council's adoption of that Plan.

Commissioner Johnson asked if he would remain as the General Liaison for the Small Area Plan. Commissioner Suesser stated they would address that at the next meeting if the Plan were adopted.

Chair Hall noted there was a general consensus to add a special meeting on October 30, 2024, and not have a special meeting in December.

4. PUBLIC COMMUNICATIONS

Deb Rentfrow expressed support for Commissioners Sigg and Suesser in their assessment of the unanimous recommendation sent to the City Council, and their willingness to attend the August 15 City Council meeting.

Speaker Rentfrow stated that it is important that all of the efforts by the Planning Commission on the recommended modifications do not get run over by the Task Force.

There were no further public communications.

5. CONTINUATIONS

A. 176 Main Street – Plat Amendment– The Applicant Proposes to Create One Lot from a Metes and Bounds Parcel in the Historic Residential - 2 Zoning District. PL-24-06085.

Chair Hall opened the public hearing. There was no public comment.

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MOTION: Commissioner Van Dine moved to CONTINUE 176 Main Street – Plat Amendment, and the public hearing thereon to August 28, 2024. Commissioner Shand seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission.

B. 218 Sandridge Avenue – Steep Slope Conditional Use Permit – The Applicant Proposes an Addition to a Significant Historic Structure on a Steep Slope in the Historic Residential – 1 Zoning District. PL-24-06059.

Chair Hall opened the public hearing. There was no public comment.

MOTION: Commissioner Suesser moved to CONTINUE 218 Sandridge Avenue – Steep Slope Conditional Use Permit, and the public hearing thereon to August 14, 2024. Commissioner Van Dine seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission.

C. 741 Rossie Hill Drive – Conditional Use Permit – The Applicant Requests a Nightly Rental Conditional Use Permit in the Historic Residential Low-Density (HRL) Zoning District. PL-24-06044.

Chair Hall opened the public hearing. There was no public comment.

MOTION: Commissioner Suesser moved to CONTINUE 741 Rossie Hill Drive – Conditional Use Permit, and the public hearing thereon to August 14, 2024. Commissioner Shand seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission.

6. WORK SESSION

A. The Planning Commission will Hold a Work Session to Discuss and Provide Feedback to the Park City Bike & Pedestrian Plan, Being Led by the Transportation Planning Department, to Improve Citywide Walking and Biking.

Transportation Planner, Anna Maki introduced herself and Assistant Transportation Planning Manager, Alex Roy. She acknowledged Commissioner Van Dine and Chair Hall for their work as Liaisons for the Park City Bike & Pedestrian Plan (“Bike & Ped Plan”) and expressed appreciation for their contributions. They were presenting the Plan to receive feedback and were not currently seeking approval or a recommendation for approval to take to the City Council. She noted that the Plan is approximately 90% complete.

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Planner Maki reported that Park City's Bike & Ped Plan would help inform the City's on-street and paved pathways over the next ten years. She began by providing some background and stated that the Plan was started back in 2021, which she referred to as Phase 1. They created a draft network and performed a significant amount of community outreach. She noted that was paused due to Staff capacity and to prioritize Park City Forward, Park City's long-range Transportation Plan. One of the six guiding principles that emerged from Park City Forward was expanding the world-class biking and walking infrastructure. Planner Maki stated that following finalization of Park City Forward and with more Staff capacity, the Transportation Department revitalized the Bike and Ped Plan in 2023. They started with Staff leading some community engagement and conversations.

Planner Maki informed those present that they retained a consultant for planning and design in the fall of 2023. Following that, they developed a draft network and included a few project recommendations. The expected completion date for this Plan is the fall of 2024. Manager Roy reported that the Plan is different than what is typically assessed by the Planning Commission. The Transportation Planning Department, and Transportation Planning as a whole developed this Plan to identify the priorities for funding, and to work with the Engineering and Trails Departments to advance active transportation on City-owned Right-of-Way or City-owned streets. He noted that the Bonanza Park Plan where they could evaluate what would be needed to set in place conditions for redevelopment to allow for those connections.

Manager Roy reported that they coordinated this Plan with the Trails Master Plan, the Bonanza Park Small Area Plan, the Homestake re-design, the State Route ("SR") 224 Bus Rapid Transit ("BRT"), the Neighborhoods First Street Program, and LMC updates. With regard to the outreach conducted for Phases 1 and 2 of the Bike & Ped Plan, Planner Maki reported that during Phase 1 in 2021, there was a community-wide survey released throughout the community as well as an online survey. There were also a few open houses. She stressed that they built on that community engagement with Phase 2. They attended a few standalone events such as the Park Silly Market. They also created a project website, interactive map, online survey, and a stakeholder committee.

Planner Maki reported that some of the key takeaways from Phases 1 and 2 were a desire for more or improved high-comfort routes physically separated from vehicular traffic, as well as more improved on-street routes, e-bike regulations, and speed limits, more connections to trailheads and schools, and improved end-of-line facilities such as bike parking.

Manager Roy reported that when they started this process, they looked at the availability of different projects through the lens of a high-comfort network and a secondary network. He explained that a high-comfort network would include facilities that were physically separated from vehicular travel. This could be a trail or a bicycle cycle track with a median separating the bikeway from vehicular traffic. He stated that they also wanted to identify a secondary network, noting that a high-comfort trail network could not be used to get

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everywhere around town. He noted that when they talked about trails, they were referring to paved urban trails. Anything unpaved, including single-track, would be included in the Trails Master Plan.

Manager Roy explained that they wanted to make sure they understood how to utilize the secondary network more than previously. He mentioned sharrows, wayfinding, or bike lanes. They have seen over the years that trails were extensively utilized, often by people using e-bikes. If they could develop a secondary network, they hoped to alleviate some of the pressures they had seen on the actual trail network by directing higher-speed bikes to the secondary network. They also recognized that intersections were a key facet of improving biking and walking in Park City, so they were recognized and called out in order of importance in the network.

Manager Roy next presented the draft network to the Commission. He explained that each of the lines represented a project that would be evaluated for its importance or priority, as well as what it looks like in terms of the overall network. Once they develop a priority list for the projects, they could individually look at the design and construction of each project. He noted that the draft network was prepared to ensure that they were connecting to critical locations such as Bonanza Park, schools, trailheads, Old Town, and other developing facilities. The plan also covers each individual neighborhood. Manager Roy explained that the graphic represented the draft network for Bonanza Park. The goal was to look through the framework and work with the community on each one of these projects; this Plan prioritized the top projects.

Commissioner Frontero understood that the goal was to create a priority list. Manager Roy clarified that the goal was to develop the network and then prioritize the projects within the network.

Commissioner Suesser requested clarification on the slide that identified “high comfort existing to remain” and “high comfort existing future improvement.” Manager Roy explained that one was a black line with a purple line going through it, and the other was pure black.

Commissioner Suesser directed attention to the intersection of Kearns Boulevard and Park Avenue. Manager Roy stated these were just linear projects, and if they wanted to get into the network, the intersections were highlighted in the bubbles.

Commissioner Shand asked if the numbers on the graphics were the designations for the trails. Manager Roy explained that the numbers designated the project numbers. He added that they currently have a list of approximately 70 projects. The naming of the trails would be based on either the Rail Trail or the adjacent street.

Commissioner Sigg asked if crossing improvements were prioritized. Manager Roy stated that currently, they were working to establish the project prioritization for both the linear facilities and the intersection crossings. He added that with the next Steering

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Committee group they would go through the list and make sure that aligned with the Steering Committee's understanding of project prioritization.

Commissioner Suesser referenced page 2 of the Staff Report under the heading "Program Recommendation Examples" where it mentioned "Business coordination and support." She asked if that referred to improving sidewalk connections on non-public property.

Manager Roy explained that was more in the Program Recommendations, and it likely meant working with businesses to establish bike parking or working with businesses that are bicycle-oriented to establish programs to ensure that the businesses are getting information out to their customers. He stated the LMC addressed the actual connections.

Commissioner Suesser asked if there were recommendations regarding specific connections, or the need for public property to create the connections desired by the community. Manager Roy responded that there were a few that came out of the Bonanza Park Small Area Plan that were primarily not on City-owned right-of-way. He also noted to the east a trail that connects into Wasatch County where the property was not yet identified. He stated these two examples were outside of the existing right-of-way patterns. Manager Roy added that during a number of open houses, community members suggested connections, and those were represented either in this Plan or on the Trails Plan. He mentioned a couple of connections from Upper Park Meadows to Quinn's, and those would be represented on the Trails Master Plan.

In response to a further inquiry from Commissioner Suesser regarding the tunnel connection across Kearns Boulevard, Manager Roy explained that this Plan established the network and the locations of the critical connections. The Snow Creek tunnel was represented in this Plan (56), but it was also not prescriptive of what the facility type would be, therefore they would continue to work with the Engineering Department to determine the correct type of treatment for each intersection. In other words, it was represented in the Plan, but it was not specifically represented as a tunnel.

Manager Roy invited the Commission to work with the liaisons on any further questions, and they could schedule meetings with them at any time. In response to an inquiry, Manager Roy stated they had not yet determined when they would return before the Commission. He explained they needed to return before the stakeholder group, after which they could provide a time. He estimated it would likely be before October, but it was yet to be determined.

Commissioner Frontero asked about the stakeholder group. In response, Manager Roy identified the Commissioners and explained that they invited City Council Member Ciraco and City Council Member Jeremy Rubell, both of whom serve as the Transportation liaisons from the City Council. In addition, there are a number of business owners and people active in the biking community. He could provide the names of those persons.

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Commissioner Van Dine added that the stakeholder group was quite eclectic, but a good group because there were quite a few people who were on the original Bike & Ped Plan from 2011. She mentioned Bo Pitkin, Peter Tomai, and others who were helpful in providing information on what was in that plan and what had been accomplished since that time.

Chair Hall suggested that when they return to the Commission, a list of the stakeholders be provided for the Commission.

Planner Maki recognized that there were measures the City could take to promote walking and biking that go beyond infrastructure. Therefore, this Plan also included some policy and program recommendations. She noted that the program recommendations focused on partnership throughout the community as well as education, and included coordination with local businesses as discussed by Manager Roy, bike safety programs, and adopt-a-trail programs. She added that the City had already undertaken some of the programs recommended by the Plan, and mentioned those around back to school, which happens bi-yearly. In those instances, the recommendation was to enhance or update the existing programs.

Manager Roy explained that in addition to programs, they also included policy recommendations in the Plan. Potential policy recommendations that could come out of this Plan would not be part of the final Plan, but they could identify priorities and policies such as:

- City-owned bike storage solutions, and whether the City should own something more long-term and secure;
- Safe crossing standards;
- New facilities versus maintenance;
- Winter maintenance; and
- Bikeway design guidelines.

There are also policies through the LMC and the Planning process, as well as e-bike policies, but those would be through those specifications.

Manager Roy requested input from the Commission on the following:

- Whether there was a program or policy that the City should work hard to advance; and
- The high-comfort or secondary networks and whether the City should look at prioritizing creating a quality on-street network or continue heavily investing in trails.

Commissioner Shand stated that in general, high-comfort trails would likely lend themselves more to a speed limit, whereas secondary networks provided the opportunity for those using e-bikes to travel at a higher rate of speed. He saw a big need for both

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types of networks, and stated he loved the high-comfort lanes because riders could use them in relative safety; however, he felt the biggest concern would be the rate of speed of e-bikes.

Commissioner Frontero agreed with Commissioner Shand's comments. He felt they would continue to be challenged by where they fit in e-bikes and whether they should be on the roads or the trails. He did not believe this would be an easy solution. In terms of prioritizing, he understood that the Plan included 70 potential trails. Manager Roy clarified that it included 70 individual projects, many of which were broken up into different segments.

Commissioner Frontero offered that the dirt single-track bike trails were sufficient. He felt the community would be better served by building out commuting trails that would allow bicyclists to get where they need to go without a car. He stated the bike lanes along the City's travel corridors should be prioritized and wanted to see the top priorities include ways for the community to move around town to handle daily needs. If they could get 10% of the community to use their bikes for their daily needs, and then increase it every year, that would be an important piece of the overall transportation strategy.

Commissioner Johnson agreed with Commissioner Frontero and felt it was time to focus on the more viable street paths along the Right-of-Way to allow people to circulate town, particularly during the summer. If they were going to prioritize any projects, they need to figure out Dan's to Jans, which should be a high priority including the intersection of Deer Valley Drive and Park Avenue and the Kearns Boulevard and Park Avenue intersection. He stressed that for too long, they let this be continually delayed and stated this was an unsafe connection despite being a major connection area for most of the neighborhoods.

Commissioner Johnson mentioned the Solamere route that was shown to be a nice loop in the Plan, which he appreciated. He wondered why they were not going deeper into that neighborhood so they could alleviate traffic a little more. He reiterated that Dan's to Jans should be a priority.

Commissioner Suesser agreed with prioritizing Dan's to Jans. She noted that it had been desired for so long it has become sort of a joke at this point that it still has not happened. She commented that they were looking at a lot of redevelopment in the Bonanza Park Area Plan, and it would be helpful to hear what is really desired. For a long time, paths on one side of the street were considered sufficient, and she would like to see more on both sides of the street around town.

Commissioner Suesser liked the idea of standardization, although did not know how practical that would be in a lot of instances. Connecting the networks and input on what this redevelopment would look like with the bike and pedestrian paths would be helpful. She agreed with Commissioner Frontero and Commissioner Johnson that they have an amazing mountain biking network, and it would be great to have a similar network for

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urban cyclists. They still have a long way to go, and while they have some great trails across town they do not have great connections across neighborhoods.

Commissioner Shand asked how the Park Avenue bike lane was received from Jans to Main Street. Manager Roy responded that initially there was some safety concern; however, over the past year, they have heard minimal issues with how it had been working. He and the City Engineer were committed to evaluating how that striping pattern was working, and whether there needed to be tweaks for the next phase of road repaving next season.

Commissioner Sigg agreed with the prior comments and stressed the connectivity aspect. In terms of high-comfort trails, he relayed his experiences in Sun Valley and Jackson where they have trails along the road towards Yellowstone where he typically saw people traveling at high rates of speed. He suggested that the different trails have different speed zones depending on the area. He expressed that it made sense to have urban connectivity where they have things like the Small Area Business Plan, Bonanza, and Prospector where the site constraints prohibit something like a Rail Trail. He proffered that people would prefer a Rail Trail to a roadway, but sometimes locations could not accommodate a Rail Trail condition. As long as they have maintenance for the single-track, Commissioner Sigg felt the network was wonderful, but it presented a double-edged sword. When they have the high school kids from the Wasatch Front riding the single tracks, it becomes a traffic condition. He would like to see trailhead parking for single tracks which was inadequate in some locations.

Commissioner Sigg expressed shock when they looked at the Mid-Mountain Parking Lot expansion at the 8,000 trail, noting that this trail was highly used. Rather than putting money into cutting new trails, he suggested looking at more parking for these soft-surface trails.

Chair Hall felt there was a pretty clear consensus from the Commission to prioritize safe bike and pedestrian pathways throughout town. She agreed with the comments of the other Commissioners.

Manager Roy thanked the Commission for its feedback and noted that all of the Commissioners were passionate about active biking and walking in the community.

7. REGULAR AGENDA

A. 1529 Lakeside Circle – Condominium Plat Amendment – The Applicant Proposes a 612-Square-Foot Addition to Unit B of Building 9 at the Lakeside at Deer Valley Condominiums. PL-24-06110.

Chair Hall reminded that Commissioner Van Dine recused herself from this Agenda Item.

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City Planner, Jaron Ehlers reported that this application was for a 612-square-foot addition to Unit B of Building 9. He presented a graphic showing the location of this unit. He stated that this unit is owner-occupied and was not being used as a Nightly Rental. The proposed addition would be constructed over the garage and within the existing Building Footprint. Planner Ehlers presented the existing Plat and the proposed Plat. He reported that in 2003, Unit E of Building 3 was amended to slightly alter the roofline, and in 2007 two units were combined to create one unit. He explained that the proposed addition would be constructed within the Building Footprint, and therefore within Residential Development ("RD") zone Setbacks. The Building Height was approximately 29.5 feet above Existing Grade, and there would be no increase in the roof peak of the house.

Planner Ehlers reported that Staff found Good Cause for this Plat Amendment in that it would not change the parking requirements, the Plat would remain in compliance with the Deer Valley Large Scale MPD, and it would not create any non-conformity. In addition, no public street, right-of-way, or easement would be vacated or amended. Planner Ehlers also noted that the site met the existing parking requirement as there is a double-car garage, and the increase in square footage would not lead to any increase in the parking requirement. If this property were to become a Nightly Rental in the future, he stated it would still fall below the level of bedrooms that would require additional parking. Staff recommended the Commission review the proposed Plat Amendment, open a public hearing, and approve the Plat Amendment based on the Draft Final Action Letter.

Commissioner Suesser referenced the history reported by Planner Ehlers and asked if any of the prior changes in this development were similar to the proposed Plat Amendment. Planner Ehlers responded that the 2003 change reported earlier was not as substantial as this proposed change. In response to a further inquiry from Commissioner Suesser, Planner Ehlers stated that the current unit would be increased from 2,197 square feet to 2,809 square feet, an increase of 612 square feet.

Commissioner Shand asked about the Homeowners' Association's ("HOA") stance on this Plat Amendment. Chair Hall noted that pursuant to Finding of Fact 1, the HOA approved this proposal by 68.84%.

Chair Hall opened the public hearing.

The applicant, Richard Bryce Rowley introduced himself and offered additional photographs. He explained that the building complex was created with three different units—a 4/5-bedroom design, a 3-bedroom design, and a 2-bedroom design. The current structure is a two-bedroom, which they proposed to replicate to the eight existing larger units. He stressed that from an aesthetic perspective, this would look very similar to the eight units that already exist. Applicant Rowley added that the addition would mirror the roofline of the building next to it, with no increase in height.

There was no further public comment. The public hearing was closed.

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Commissioner Frontero asked about the threshold HOA vote to secure approval. Applicant Rowley reported it was two-thirds. At the time of the application, they secured 68% approval, and since that time two additional owners expressed support for the project. He estimated that the HOA approval was around 72%. In response to further inquiry, Applicant Rowley reported this unit was originally designed as a two-bedroom structure. This application would convert what is currently a three-bedroom structure into a five-bedroom unit by adding two small bedrooms in the addition. He explained that they converted a storage area to a third bedroom, which many other residents had done as well. Applicant Rowley reiterated that the proposal was to add two small bedrooms above the third bedroom while sacrificing what is currently a loft space on the third floor.

Commissioner Frontero referenced Figure 2 in the Staff Report and asked about the trucks. Applicant Rowley explained that the truck fits fully in the garage and fully off the street on the existing driveway. Commissioner Frontero stated that the required Good Cause was not obvious. He noted the application indicated that this proposal was needed to accommodate the Applicant's expanding family. Commissioner Frontero expressed concern over the possibility of this becoming a Nightly Rental and commented that there was not enough parking for five bedrooms. He suggested a Condition of Approval prohibiting Nightly Rentals.

Applicant Rowley explained that the current property supported four vehicles between the garage and the driveway. The complex itself also has an additional 20 parking stalls for Nightly Rentals and visitor parking. He felt there was ample parking on the property to accommodate a Nightly Rental. He added that his family's long-term plan was to remain in this unit. He noted there were eight other buildings with the exact same configuration.

Commissioner Johnson asked about the overflow parking. Applicant Rowley stated there were five designated visitor parking areas located on either side of the pool, on the other side of the complex, and then close to the ponds on the Deer Valley side.

Commissioner Suesser echoed Commissioner Frontero's concern regarding parking should this become a Nightly Rental. She noted that while the parking would be adequate now if they set the precedent of allowing this type of expansion without any Nightly Rental restriction, the parking might become inadequate down the road.

Commissioner Sigg asked if this addition would have a bathroom. Applicant Rowley responded in the affirmative. Commissioner Sigg commented that they were seeing more of these applications and mentioned the impact of added square footage on the City's water-wise goals, sewer capacities, and utility capacities. He stressed that his comments were not directed at this specific project, but he felt that it was something moving forward that they would like to address to ensure that they have the utility capacity for these additions. He concurred with the other concerns about parking. He believed that parking was initially established for this development with a certain amount of density, and this

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proposal would increase density and the need for more people to potentially park within the development.

Commissioner Johnson agreed with the expressed concerns and sought clarification that the original MPD did not include any square footage or bedroom limitations on the units. Planner Ehlers stated the original MPD called for 60 units. Commissioner Johnson explained that as he read the original MPD there was no limitation on square footage, but wanted to understand the parking requirements in the MPD approval. Planner Ehlers could not answer how the parking was determined as part of the MPD. Based on the LMC, there was not an additional tier of required parking above 2,000 square feet.

Commissioner Sigg noted this was part of the original Deer Valley Planned Unit Development ("PUD").

Commissioner Johnson concurred with the request for a Condition of Approval on Nightly Rentals. He noted that the Commission spends a lot of time fixing Plat Amendments down the line due to changed conditions. He also noted the proposal was consistent with the MPD.

Commissioner Shand noted the offsite parking areas within the development and asked if there was any street parking. Applicant Rowley explained that the Covenants, Conditions & Restrictions ("CC&Rs") did not limit where vehicles can park within the development. He added that theoretically, someone could park on the street or other areas. He observed that this complex, as compared with other complexes around town, has a substantial amount of parking. He expressed surprise at the concern about parking in the future in that the requirement was for two vehicles, yet the actual provided parking was four stalls.

On behalf of the applicant, Megan Blosser, Alliance Engineering pointed out that the applicant complied with the parking requirements related to units with six or fewer bedrooms.

Planner Ehlers explained that under the Code, the parking requirement for Nightly Rentals is calculated by using the base land use of up to six units, and at eight bedrooms, an additional parking space is required. Another space is required for every two bedrooms thereafter.

Engineer Blosser reasoned that since this proposal was for five bedrooms, the applicant would be in compliance with the parking requirement if this unit were to become a Nightly Rental. She also mentioned the additional parking throughout the complex.

Commissioner Shand commented that the Commission was often led down the path that the intended use of the property would be one use, only to find out that a few years later it becomes another use. He understood the applicant was a full-time resident with a growing family. He imagined the applicant would purchase a larger home in Park

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Meadows if able, but a less expensive alternative was to expand the existing townhome. Commissioner Shand added that parking should not be an issue with the applicant living in it full time. From that standpoint, he did not have an issue with this proposal. In terms of water usage, he felt that despite the number of bedrooms, the number of people in the family was the same. He stated that if this unit became a Nightly Rental, they would still be compliant with the parking, and he could not speak to the potential water usage.

Commissioner Shand offered that this proposal was consistent with what had been done elsewhere in the development, and the property satisfied the parking requirement. He was okay with the proposal but understood the concerns expressed by the other Commissioners. He stated he could only address what was before him, and even considering a Nightly Rental in the future, the property would still satisfy the Code requirements.

Commissioner Sigg proffered that all of the traffic and transportation initiatives were looking to reduce parking, and because there is a bus stop on Deer Valley Drive that would provide access to transit, this would be consistent with those initiatives. He stated that they could easily address these issues by including a Condition of Approval prohibiting Nightly Rentals.

Commissioner Suesser agreed with Commissioner Shand's analysis and did not suggest that Nightly Rentals be restricted.

Commissioner Frontero commented that this development was originally constructed with two-bedrooms, three-bedrooms, and four-bedrooms. He speculated that the parking provided in the development was predicated on a certain number of unit types. If the Commission allowed a two-bedroom to become a five-bedroom and repeat that six or seven more times in the development, then the parking would become inadequate. He stressed that they have to consider unintended consequences in the future. He reiterated that the Good Cause was not obvious, and there was no indication that this proposal would benefit anyone other than the applicant.

Commissioner Frontero also understood that the intent behind the proposal was to accommodate the applicant's expanding family, and he was willing to grant that but felt the precedent concerned him. He requested whether there was a consensus to include a Condition of Approval prohibiting Nightly Rentals.

Commissioner Johnson asked if the applicant was willing to accept such a Condition of Approval. Applicant Rowley stressed that he has a 9-month-old and a 3-year-old, and his family is fully committed to Park City. He expressed confusion over the concern about parking given that the property has double the required parking capacity. Applicant Rowley offered that it was unrealistic to assume there would be more than four vehicles for the property should they decide to rent the property 10 years down the line.

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In response to Commissioner Johnson's question, Applicant Rowley stated he was willing to consider a deed restriction for a period of time, but a deed restriction in perpetuity would place a substantial financial burden and penalty on his family. He argued that imposing a condition on his family staying and living comfortably within Park City, in exchange for foregoing the ability to have the value that comes with the ability to offer this as a Nightly Rental in the future, was a big request. He felt it was not appropriate to request him to decide that question on the spot.

Commissioner Johnson understood the applicant's position. He reiterated that the Commission could not restrict the square footage. He also noted that the current General Plan for this area promoted Nightly Rentals, so asking the applicant to restrict Nightly Rentals seemed to conflict with the General Plan. He felt the valid concern over the parking was based on changing the use from a three-bedroom to a five-bedroom, but he acknowledged the Code that requires four parking stalls which are available on this property.

Commissioner Johnson also pointed out that the proposed roof would not exceed the existing height and would maintain the existing 6:2 pitch. Additionally, 68% of the HOA approved this proposal, so he found Good Cause.

MOTION: Commissioner Johnson moved to APPROVE 1529 Lakeside Circle – Condominium Plat Amendment, pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter as follows:

Findings of Fact

1. The Applicant proposes a 612-square-foot addition to Unit B of Building 9 at the Lakeside at Deer Valley Condominiums. The proposed addition will add three bedrooms and increase the private area square footage of the unit from 2,197 square feet to 2,809 square feet. The proposed addition will extend the existing roof form over the garage but will not alter the building height. The structure will maintain compliance with the Building Height restrictions for the RD Zoning District. On April 19, 2024, 68.84% of the members of the Lakeside at Deer Valley Condominiums Homeowners Association voted in favor of the plat amendment.

2. The proposed addition will be constructed over the garage within the existing Building Footprint.

3. The Deer Valley Master Planned Development approved the construction of 60 units for the Lakeside at Deer Valley Condominiums, and 60 units have been constructed.

4. The 60-unit Lakeside at Deer Valley Condominiums was recorded on March 1, 1982, as Entry No. 189016.

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5. Two previous Plat Amendments are recorded at the Lakeside at Deer Valley Condominiums. In 2003, Unit E of Building 3 was amended to slightly alter the roofline but maintained a total square footage of 2,196.88 square feet of private area (Summit County Recorder Entry Number 651728). In 2007, two Units were combined to create one Unit (Summit County Recorded Entry Number 858760).

6. The proposed Lakeside at Deer Valley Condominiums Unit B Building 9 Amended Plat complies with LMC Chapter 15-2.13, the Residential Development Zoning District Requirements.

    a. Front, Rear, and Side Setbacks

        i. The proposed addition will be constructed on the north side of the existing structure, over the garage. The Structure maintains an approximately 120-foot Setback to the rear property line. The Structure maintains an approximately 80-foot Setback to the front property line. The Structure maintains an approximately 150-foot Setback to the side property lines.

    b. Building Height

        i. The existing structure is approximately 29.5 feet above the Existing Grade, with a roof pitch of 6:12.

        ii. The proposed addition will extend the existing roof form over the garage but will not alter the building height. The Structure will maintain compliance with the Building Height restrictions for the RD Zoning District.

7. The proposal complies with LMC Chapter 15-3, Off-Street Parking Requirements.

    a. 1529 Lakeside Circle is owner-occupied and is not currently used as a Nightly Rental. Condominiums greater than 2,000 square feet require two Parking Spaces per Dwelling Unit.

    b. Double-car garages must have a minimum interior dimension of twenty feet wide by twenty feet deep.

    c. Unit B of Building 9 has a two-car garage that is approximately 21.5 feet wide by 21.5 feet deep.

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8. The proposal complies with the Deer Valley Resort 12th Amended and Restated Large Scale Master Plan.

    a. The Deer Valley MPD allows 60 Units for the Lakeside at Deer Valley Condominium Project, and 60 Units have been constructed. No additional Units are proposed as part of this Plat Amendment. There are no square footage limitations for the Lakeside at Deer Valley Condominiums

9. The proposal complies with LMC § 15-7.1-3(B), Plat Amendment.

    a Staff finds Good Cause for this plat amendment because this amendment does not change the parking requirements, will remain compliant with the Deer Valley Large Scale MPD, and does not create any non-conformities. No Public Street, Right of Way, or easement has been vacated or amended.

10. The Development Review Committee reviewed this proposal on May 7, 2024, and does not require Conditions of Approval.

Conclusions of Law

1. There is Good Cause for this plat amendment.

2. The Plat Amendment is consistent with Land Management Code § 15-7.1-3(B), § 15-7.1-6, Chapter 15-3 Off-Street Parking, and Chapter 15-2.13 Residential Development District.

3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.

4. Approval of the Plat Amendment, subject to the conditions below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, the Conditions of Approval, and the amended Lakeside Covenants, Conditions, and Restrictions prior to recordation of the plat.

2. The Applicant shall record the plat at the County within one year from the date of Planning Commission approval. If recordation is not complete within one year, this approval will be void, unless a request for an extension is

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made in writing prior to the expiration date and an extension is granted by the Planning Director.

Commissioner Shand seconded the motion.

VOTE: Commissioner Suesser-Yes; Commissioner Shand-Yes; Commissioner Johnson-Yes; Commissioner Frontero-No; Commissioner Sigg-No. The motion passed 3-to-2.

Following a brief recess, Chair Hall called the meeting back to order. Commissioner Van Dine rejoined the meeting.

B. 445 Park Avenue – Plat Amendment – The Applicant Proposes to Create One Lot from Two Lots in the Historic Residential - 1 Zoning District. PL-24-06104.

City Planner, Lillian Zollinger reported that this site was located within the Historic Residential – 1 ("HR-1") Zoning District and is a Historic Landmark Site that straddles two Old Town Lots. The applicant proposed to create one Lot, remove the non-compliant and non-Historic garage, and construct an addition. Planner Zollinger presented an image showing the current condition, as well as an image showing the proposed changes. The garage would be removed, an addition constructed, and the structure raised. The garage would be located underneath the structure. She reported that the structure was compliant with the Lot size requirements, Building Footprint, Setbacks, Building Height, and parking as outlined in the Staff Report.

On May 2, 2023, the Historic Preservation Board ("HPB") approved the material deconstruction for the proposed addition, and on August 10, 2023, the Planning Director approved the Historic District Design Review ("HDDR") for this addition. Planner Zollinger commented the applicant would be removing the non-compliant garage.

Staff found Good Cause for this Plat Amendment because it would create one Lot for an existing Historic Structure, making the Lot buildable. In addition, the non-compliant garage would be removed and the property owner may construct an addition. She highlighted Condition of Approval 3 that any development on the Site must comply with LMC Chapters 15-2.2 regarding HR - 1 and Off-Street Parking.

Condition of Approval 4 provided that the Applicant shall include a ten-foot snow storage easement along Park Avenue on the Final Plat. She also noted Condition of Approval 5 that all Conditions of Approval from the Historic Preservation Board and the Historic District Design Review would continue to apply. Planner Zollinger noted that the applicant submitted an updated Plat that included the 10-foot snow storage easement, but it was not published with the Packet. It was included as part of the presentation.

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Commissioner Johnson thanked Planner Zollinger for including the snow storage on the Plat.

Chair Hall opened the public hearing. There was no public comment. Chair Hall closed the public hearing.

MOTION: Commissioner Johnson moved to APPROVE 445 Main Street – Plat Amendment, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter as follows:

Findings of Fact

1. 445 Park Avenue is a Landmark Historic Site with a Single-Family Dwelling constructed circa 1880.

2. 445 Park Avenue is within the Historic Residential - 1 Zoning District.

3. The Applicant proposes to create one 3,750-square-foot Lot from two 1,875-square-foot Old Town Lots.

4. The 3,750-square-foot Lot has a maximum building footprint of 1,519 square feet pursuant to LMC § 15-2.2-3(E), wherein Maximum FP = (A/2) x 0.9A/1875.

5. On May 3, 2023, the Historic Preservation Board approved the Material Deconstruction of a portion of the Historic Landmark Structure to construct a rear and basement addition.

6. On August 10, 2023, the Planning Director approved a Historic District Design Review for the project.

7. There is an existing non-historic, Non-Complying detached garage on the site that encroaches into the Front Setback by approximately nine feet and encroaches into the Side Setback by approximately three feet. The Applicant proposes to demolish the garage, which will bring the Site into compliance with Setbacks.

8. The Development Review Committee reviewed the proposed Plat Amendment on June 18, 2024, and required Condition of Approval 4 for a 10-foot snow storage easement along Park Avenue.

9. Staff published notice of the Planning Commission's public hearing on the City website, and the Utah Public Notice website, and posted notice to the property on June 26, 2024. Staff mailed a courtesy notice to property

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owners within 300 feet on June 26, 2024. The Park Record published a courtesy notice on June 26, 2024.

Conclusions of Law

1. There is Good Cause for this Plat Amendment because it creates one Lot for the Landmark Historic Site so that the Historic Structure may be rehabilitated and the non-complying garage removed.

2. The Plat Amendment is consistent with the Land Management Code, including LMC Chapter 15-2.2 Historic Residential - 1 (HR-1) Zoning District and § 15-7.1-3(B) Classification Of Subdivision – Plat Amendment.

3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.

4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer shall review and approve the final form and content of the Plat Amendment for compliance with State law, the Land Management Code, and these Conditions of Approval, prior to the recordation of the plat.

2. The Applicant shall record this Plat Amendment at the County within one year from the date of Planning Commission approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.

3. Any development on the Site must comply with LMC Chapters 15-2.2 Historic Residential – 1 and 15-3 Off-Street Parking.

4. The Applicant shall include a 10-foot snow storage easement along Park Avenue on the Final Plat.

5. All Conditions of Approval from the May 3, 2023, Historic Preservation Board Final Action Letter and August 10, 2023, Historic District Design Review Final Action Letter continue to apply.

Commissioner Van Dine seconded the motion.

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VOTE: The motion passed with the unanimous consent of the Commission.

C. 1328 Park Avenue – Subdivision – The Applicant Proposes to Create One Lot of Record from One Metes-and-Bounds Parcel Located within the Historic Residential-Medium Density Zoning District. PL-24-06157.

Planner Ehlers introduced the applicant, Jodi Ware, and applicant's representative, Chad Bollman.

Planner Ehlers presented an image showing the current parcel highlighted in light blue and the neighboring parcel highlighted in yellow. City Park and Miner's Hospital were highlighted in salmon. He also presented a graphic that illustrated the existing metes-and-bounds parcel as recorded by the Summit County Recorder. He explained that the subject property was currently a metes-and-bounds parcel. The applicant proposed going through the HDDR process to make changes to the addition, and to do that the applicant was required to create a recorded Lot. Planner Ehlers reported that the house was constructed sometime between 1929 and 1940. In 1984, it was nominated to the National Registry. In 1997, a two-story addition was approved, and in 2010 an HDDR was approved for the addition of a fence in the front yard.

In 2015, another HDDR was approved that allowed for the demolition of non-Historic siding on the addition. On June 5, 2024, the applicant submitted this Subdivision application. That access to the structure was from the rear driveway off Sullivan Road. As this is a Historic Structure, it is exempt from the Maximum Lot Area requirements for the Historic Residential – Medium Density ("HRM") zone. The parcel complied with the Minimum Lot Width for the HRM Zone.

Staff recommended Condition of Approval 3 which would require the applicant to record a 10-foot snow storage easement, and noted that unfortunately there was not time to include the 10-foot snow storage easement in the submitted document. The existing Historic Structure was located less than 10 feet from the property line, so they included additional language that existing historic structures and their repair and maintenance were permitted to encroach within the 10-foot snow storage easement.

Planner Ehlers reported that Staff found Good Cause for this Subdivision, as it would preserve the current land use of the Historic Structure. Without a recorded Subdivision, the ability of the current owner to enjoy and improve their property would be hindered, and with the ability to improve the property, the applicant would be able to achieve their stated goal of turning this property into a permanent residence. This aligns with the stated goals of the HRM zone. Planner Ehlers requested the Commission review the proposed Subdivision, hold a public hearing, and consider approving this Subdivision based on the Draft Final Action Letter.

Commissioner Suesser asked if there were any renderings of this application. Planner Ehlers responded that the HDDR process was in the very early stages.

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Commissioner Johnson noted this is a great property and commented that there was an existing encroachment permit for both the front and rear of the property. He understood the front encroachment permit was for the fence, and sought clarification of where the snow would be stored in the front along Park Avenue. Applicant Ware explained that when the road is plowed, the snow goes up against the fence and in the park. She confirmed that the current snow removal did not inhibit the sidewalk.

Commissioner Johnson asked if there would be an additional snow storage easement at the rear of the property, and queried whether the encroachment permit was just for the owner's access to the property and whether the City already had the right to store on either side of the driveway. Planner Ehlers confirmed the latter and added that the private property did not go up to the street, and there was a portion of property between Sullivan Road and the property that was still owned by the City.

Commissioner Johnson stated he would prefer to add "prior to recordation" to Condition of Approval 3.

Commissioner Suesser mentioned compliance with the Lot size for a Single-Family Dwelling. She noted that one of the parcels was a Significant Historic Site, but the other was not. Planner Ehlers explained that the application sought to convert a single metes-and-bounds parcel into a single Lot.

Commissioner Suesser noted the Maximum Lot Area for a Single-Family Dwelling was 3,750 square feet, but this combination would create a Lot that would be larger than that. Planner Ehlers explained this was not a combination of Lots; rather, it was a conversion from a metes-and-bounds parcel to a Subdivision. This had never been legally platted as a Lot. This would create the parcel's own Subdivision.

Commissioner Frontero asked why this was being created as a Subdivision and not a Lot. Planner Ehlers explained that Lots make up a Subdivision, and because this is one parcel, it would be a single Lot Subdivision.

Planner Ehlers clarified that the yellow highlighted area was the neighboring Lot.

Chair Hall opened the public hearing. There was no public comment. Chair Hall closed the public hearing.

Senior City Attorney, Mark Harrington, referenced Commissioner Johnson's request for an addition to Condition of Approval 3 to include "prior to plat recordation." He also suggested the addition of Condition of Approval 4 that the existing rear driveway note in the Plat shall be changed to reference the existing encroachment permit from the City.

Chair Hall read Condition of Approval 3, and City Attorney Harrington stated that would address Commissioner Johnson's request. Commissioner Johnson stated he was

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looking for consistency, but agreed with the language if others were agreeable. He deferred to Chair Hall, Commissioner Suesser, and City Attorney Harrington for the agreeable language, and wanted to ensure that the easement was included in the Final Plat when recorded. Chair Hall felt the language was sufficient. Chair Hall mentioned the proposed amendment to Condition of Approval 4 suggested by City Attorney Harrington.

MOTION: Commissioner Suesser moved to APPROVE 1328 Park Avenue – Subdivision, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter, as amended, as follows:

Findings of Fact

1. 1328 Park Avenue was built sometime between 1929 and 1940 based on the Sanborn Maps.

2. Parcel SA-284 is currently a Metes-and-Bounds Parcel.

3. In 1984, 1328 Park Avenue was nominated to the National Registry of Historic Places.

4. In 1997 a two-story addition was created.

5. In 2010 the Planning Department approved an HDDR-Pre that allowed the construction of a fence in front of the Property along Park Ave. The Fence is located on City-owned Parcel SA-265-A-X and the Applicant has an Encroachment Permit regarding it.

6. In 2015 the Historic Preservation Board approved the demolition of non-historic horizontal wood siding to allow the replacement of windows on the addition.

7. On June 5, 2024, the Applicant submitted an application for the creation of the Ware Subdivision.

8. The Application was deemed complete on June 17, 2024.

9. Single-Family Dwellings are an Allowed Use in the HRM Zone.

10. LMC § 15-2.4-3 requires that “Except as may otherwise be provided in this Code, no Building permit shall be issued for a Lot unless such Lot has Area, width, and depth as required, and Frontage on a private or Public Street shown on the Streets Master Plan or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.”

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11. Access to 1328 Park Ave is off Sullivan Road. There is a Driveway that crosses over Parcel SA-265-A-X.

12. There is an existing Driveway and Snowmelt Encroachment Permit between the City and the Applicant.

13. The HRM Zoning District Lot Requirements outlined in LMC § 15-2.4-3 are as follows:

HRM Requirement	Proposal
The maximum Lot Area for a Single-Family Dwelling is 3,750 square feet.	**Complies** – The Applicant requests the creation of a 3,955-square-foot Lot for the Significant Historic Site. LMC § 15-2.4-4 exempts Historic Sites from the maximum Lot Area.
The minimum Lot width is 37.50 feet.	**Complies** – The Lot is 59 feet wide.

14. LMC § 15-7.1-3(A)(1) establishes the Ware Subdivision as a Minor Subdivision as it is only a single Lot, which requires only a Final Subdivision Plat and does not require a Preliminary Plat.

15. LMC § 15-7.1-6 requires a finding of Good Cause by the Planning Commission prior to approval of a Final Subdivision Plat.

16. Good Cause for the Ware Subdivision exists as it preserves the current land use of the Historic Structure. Without a recorded Subdivision, the ability of the current owners to enjoy and improve the property would be hindered. With the ability to improve the property, the Applicant will be able to achieve their stated goal of turning this property into a permanent residence, which aligns with the stated goals of the HRM Zone.

17. The Development Review Committee reviewed the proposal on June 18, 2024, and requires Conditions of Approval.

18. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on June 26, 2024. Staff mailed courtesy notice to property owners within 300 feet on June 26, 2024. The Park Record published courtesy notice on June 26, 2024.

Conclusions of Law

1. The proposal to create the Ware Subdivision complies with the requirements of Land Management Code Chapter 15-2.4 Historic

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Residential Development Medium Density (HRM) Zoning District and Land Management Code Chapter 15- 7.1 Subdivision Procedures.

2. Good Cause for the Ware Subdivision exists as it preserves the current land use of the Historic Structure. Without a recorded Subdivision, the ability of the current owners to enjoy and improve the property would be hindered. With the ability to improve the property, the Applicant will be able to achieve their stated goal of turning this property into a permanent residence, which aligns with the stated goals of the HRM Zone.

3. Neither the public nor any person will be materially injured by the proposed Subdivision.

4. Approval of the Subdivision, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer shall review and approve the final form and content of the Plat Amendment for compliance with State law, the Land Management Code, and these Conditions of Approval prior to recordation of the plat.

2. The Applicant shall record this Plat Amendment at the County within one year from the date of Planning Commission approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.

3. The Applicant shall record a 10-foot snow storage easement off of Park Avenue Right-of-Way on the Final Plat. Existing historic structures and their repair and maintenance are permitted to encroach within the 10-foot snow storage easement.

4. The existing rear driveway note in the Plat shall be changed to reference the existing encroachment permit from the City.

Commissioner Frontero seconded the motion.

VOTE: The motion passed with the unanimous consent of the Commission.

D. 49 Silver Strike Trail – Condominium Plat Amendment – The Applicant Proposes to Modify Plat Note Number Three of the Belles At Empire Pass Condominium Plat. PL-23-05925.

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Planner Ehlers introduced Applicant, Doug Berman, and Applicant's representative, John Shirley. He presented an image that showed the existing plat highlighted in yellow. The proposal was to change Plat Note 3 that limited Unit 3 to a maximum of 974 square feet of Basement area. The applicant proposed to amend Plat Note 3 to add: "Unit 3 is limited to a maximum of 974 square feet of above-grade basement area in addition to the 5,000 square feet of Gross Floor Area on the Main and Upper Floor." Planner Ehlers reported that the Lot was currently vacant, so this would create a final unit within this Subdivision. The applicant proposed a PUD-style unit that would be 7,830 square feet with 2,091 square feet of Basement area below Final Grade and 550 square feet of Basement Above Grade.

Planner Ehlers reported that Plat Note 4 on the existing Plat provided that "Unit Equivalent ("UE") Floor Area includes all Basement Area," and, "A total of 45 UE, which is 9,000 square feet, was permitted for the units designated by the Plat." He reiterated that all units with the exception of Unit 3 had been constructed. There is a total of 9,000 square feet allowed, and 84,014 square feet have been built out in this development. This leaves a remaining density of 5,986 square feet. The proposed unit would be 1,845 square feet larger than allowed by Plat Note 4.

Planner Ehlers provided the definition of Good Cause set forth in the LMC. He reported that Staff recommended the Commission determine if there is Good Cause for the proposed Plat Amendment and direct Staff to draft a Final Action Letter within ten (10) business days. The Final Action Letter would then be reviewed at the August 14, 2024 Planning Commission meeting.

Applicant's representative Shirley introduced himself, as did Applicant Berman. Applicant's representative Shirley presented a rendering of the home within the community. He explained that this unit was originally purchased by the owner behind it to keep the open space view. That house and the Unit 3 Lot were recently sold to the Applicant.

Applicant's representative Shirley stated they carefully designed the home to stay within the scale and size of the homes in the community. The Plat Note specifically exempted Below Grade square footage, which is common in the LMC. The design of the home came from their understanding of what square footage would be above and below Grade. He presented aerial images that showed how the home fit with the size and scale of neighboring homes. He explained that the Applicant went through the permitting process, where it was determined that the Plat prevented them from using the exempt square footage below grade. He presented an image showing what square footage was below the ceiling height or Existing Grade. The purple and green area represented the 974 square feet, which was actually 960 square feet. Finally, the yellow area on the image represented the area allowed for a garage, which was 600 square feet.

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The applicant's representative represented that the goal was not to increase the allowable area that would exceed the 90,000 square feet for the community; rather, the goal was to allow this home the same privilege that the other homes enjoyed with a below-grade exemption. By changing the Plat Note, they were requesting that the space below Grade would be exempt from the square footage.

Applicant Berman stated he had been a part-time resident of Park City for approximately 15 years. This would be their fourth home in the area, all within 200 yards of this property. He reported they purchased this Lot 3 – 3 ½ years ago, and were building this home for his family to live in. He stressed this was not a spec home or a rental home, and he would be happy to agree to a deed restriction that the home would not be rented.

Applicant Berman stated he lived in the house directly across the street from this Lot for six years. They sold that home in 2019 and he currently resides in the Tower Club. The plans for this home were developed approximately one year ago, and when they were submitted they understood there was a Plat Note that would treat the underground or below-grade square footage differently. They worked with the City and the Planning Commission to get that amended. He stated the most difficult step was in getting the HOA approval. He made two different presentations to the HOA. In December, they presented to the HOA Board who voted unanimously to approve the proposal. Of the 17 homes in the neighborhood, 12 of the homeowners approved this proposal, and the other five homeowners simply did not vote once Applicant received the required 2/3 vote. He stressed that there were zero votes against this proposal.

Applicant Berman explained that this proposal seeks to allow them to finish the basement instead of filling it with dirt. If the proposal is not approved, they would build exactly the same home, dig the same hole, and install the same landscaping and hardscaping as proposed. He noted they made some modifications following his presentations to the HOA based on the feedback received, even though the design of the home had already been approved. The changes involved the color scheme.

In his mind, this was a positive for the community. He noted that he would pay more real estate taxes, and he would probably pay a bigger share of the HOA fees as the fees are based on square footage. He stressed that they were trying to be good neighbors, and other neighbors had done things post-construction to increase their square footage. He stated they wanted to do this the right way and have it properly permitted and compliant with the Code. Chair Hall invited clarifying questions.

In response to an inquiry from Commissioner Shand, Applicant Berman stated the street has two separate HOAs. He noted there is one vacant Lot at the end of Bannerwood in addition to his undeveloped Lot. He confirmed that Unit 3 was the last house relative to the 90,000 allowable square feet.

Commissioner Shand asked if the issue was that the other homes used up more than their fair share of square footage, or that the Commission needed to change the Plat to

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accommodate the home. Applicant's representative Shirley believed the Plat Amendment was necessary because the space below Grade for the other homes was exempt. These other homes were actually larger than their platted square footage because of the basement space. He stressed that the Applicant was not asking for more visible square footage above Grade; rather, they were asking for the same exemption below Grade.

Director Ward clarified that this is a Condominium Plat, and even though they have detached Single-Family Dwellings and Duplexes, it is a Condominium. She stated they were just looking at this Plat, not Bannerwood, which is subject to different regulations. Within this Plat, the three-dimensional space is the ownership; therefore, the Basement areas were included in the platted Condominiums for the other units up to this point.

Commissioner Sigg sought clarification that the other units were inclusive in the 90,000 square feet. Director Ward confirmed. Applicant Berman clarified that the spaces built after the fact were not included in the 90,000 square feet, because he owned one of those homes and the plat showed 5,800 square feet whereas the house was 6,300 square feet. Commissioner Sigg commented other houses had additional spaces built that were limited to the overall 90,000 square feet.

Director Ward queried whether they counted the garage, and noted there were some exceptions for the garage square footage. Applicant's representative Shirley stated that of the 17 homes, there were only three that recorded a Condominium Plat that they could review, and all three showed a line delineating Below Grade and Above Grade and referred to "exempt Basement Areas below Final Grade." He commented that they were just asking for the same exemption as these other homes.

Commissioner Van Dine understood Director Ward stated that all of the homes have all of their square footage included in the 90,000 square feet. Director Ward explained that the way the condominiums were platted, included Above and Below Grade square footage. Commissioner Van Dine recognized the fundamental disagreement in how the Applicant read the other plats.

Commissioner Suesser made comments off the microphone. Planner Ehlers stated that basements were included in the total pursuant to Plat Note 4. Commissioner Suesser pointed out that Plat Note 4 did not exempt below-grade square footage. She noted there appeared to be some contradiction in the Plat Notes. Commissioner Frontero felt it was a potential conflict as it was not clear.

Planner Ehlers stated that if there were enough space to fall within the 90,000 square feet, there would be no conflict in these Plat Notes. Plat Note 3 specifically places a limit on the basement for Unit 3; however, the proposed basement area would put the square footage over the limits stated in general Plat Note 4.

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Applicant's representative Shirley asked why there would be a Plat Note 3 if nothing were exempt. He stated that when they reviewed the Plat for Units 1, 2, and 12, they all showed the Below Grade space.

Commissioner Suesser stated it specifically limited the Basement Area space to 974 square feet. She asked if the Plat Note was included after the construction of the other units, implying that this was what was left of the 90,000-square-foot limit. Applicant's representative Shirley confirmed, and stated that this proposal did not seek more Grade space; rather, they just do not want an empty basement. Commissioner Suesser noted that the Applicant proposed a home of over 7,000 square feet, which would be larger than any other home in the development. Applicant's representative Shirley explained that the chart being referenced represented Above Grade space. He mentioned the Grand Lodge, which was allotted 84,000 square feet of unit space, but the building is actually 120,000 square feet of area.

Chair Hall opened the public hearing. There was no public comment. Chair Hall closed the public hearing.

Chair Hall requested that Planner Ehlers share the Plat on the screen for review. Commissioner Suesser noted that Unit 3 looked substantially larger than the other units. Applicant's representative Shirley added that on this Plat, Unit 3 represented the entire Lot boundary and was not necessarily larger. The other units outlined the unit structures.

Commissioner Shand noted that the Staff Report included the square footage of the other residences. Commissioner Johnson added that was Above-Grade square footage.

In response to Commissioner Suesser's request, a rendering of the proposed home was shared.

Commissioner Sigg clarified that the square footage was not to the outside foundation walls; it was the Above-Grade square footage. Applicant's representative Shirley offered that the home would be built into the site really well. A ski trail runs behind the home that is used by the community.

Chair Hall observed that the Staff Report noted that the Applicant was seeking to modify one sentence in Plat Note 3, which would resolve the limitation in Plat Note 3 and the 90,000 square foot UE. She noted that the UE was stated to include all Basement Areas.

Applicant's representative Shirley explained that Plat Note 3 exempted Below Grade square footage. If it did not exempt Below Grade from the UE count, he queried what else it would exempt it from, as there were no other calculations that would matter.

Planner Ehlers commented that there was a Maximum Gross House Size Area and the Basement was exempt from that calculation, except for Unit 3. Chair Hall noted the overall 90,000 square feet limitation.

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Commissioner Frontero referenced Exhibit C and interpreted that Basements were included in the 90,000 square foot limit as set forth in Plat Note 4. In order to not exceed the 45 UEs, or exceed the 90,000 square feet, the square footage could not exceed 9,474 square feet, including basements.

Chair Hall expressed that as she looked at the application, even if they were to assume the Commission supported the amendment, she felt they would also have to modify Plat Note 4. Commissioner Frontero agreed.

Applicant's representative Shirley stated that modified Plat Note 4 could define the Above-Grade Basement. Chair Hall explained that Plat Note 4 was written to include all Basement Areas in the UEs. Therefore, if Plat Note 3 were to be modified, they would also need to modify Plat Note 4 to increase the 90,000 square feet.

Director Ward added that Plat Note 3 was specific to the Maximum House Size, and Plat Note 4 was related to the UEs. Therefore, they were distinct, but the conflict in how Plat Note 3 referenced what is defined in the Code exempting the Basement could be clarified for this unit.

Commissioner Frontero offered that if Applicant built this home as proposed, they would have to include 7,830 square feet in Exhibit C, which is the Gross Square Footage, which would put them over 90,000 square feet and the 45 UEs.

Director Ward agreed with Commissioner Frontero's analysis unless the Commission was to exclude the Basement Area under the LMC definition for this particular unit.

Chair Hall asked if they would also need to amend Plat Note 4 to provide that the Above-Grade Basement Area for Unit 3 was also excluded from the 90,000 square feet. She felt that if they amended Plat Note 3, they would also need to amend Plat Note 4.

Commissioner Sigg observed that only three other homes had taken the maximum to the outside wall and into the exempted area. Applicant's representative Shirley stated there were only three homes that completed their Condominium Plat.

Commissioner Frontero found Plat Note 4 important for this application, as well as Exhibit C. He stated he would have difficulty approving this application because the proposal would take the Gross Square Footage over 90,0000 square feet and the UEs over 45.

Commissioner Sigg focused on how this would affect the other houses that would want the same square footage. Commissioner Suesser stated that would be why they would tailor the Plat Notes to Unit 3, and exempt Unit 3 without creating more square footage for the other units. She also recognized that they could find no Good Cause. Commissioner Suesser commented that the Applicant stated they would be agreeable to

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placing a deed restriction on the home for Nightly Rentals, which she felt could support Good Cause for this exemption.

Applicant Berman confirmed the statement about the deed restriction and reiterated that he and his family had lived in this neighborhood for 15 years, and this would be his home for his family. He would have no issue with a deed restriction prohibiting renting the property.

Commissioner Shand understood Commissioner Suesser's comments and noted the prior comments that if the Commission did not support this amendment, the design of the home would remain the same, and the basement would just remain unfinished. Applicant Berman confirmed and stated that their design for the finished basement included a theatre, mechanical room, and a gym. He confirmed the only issue was finishing out the basement and stressed that all of his neighbors approved of this design.

Commissioner Sigg stated the unlikely possibility of the other homes going back to create more space given that the homes were already built. The fact that the neighbors signed off on this proposal, he understood it was really just an issue of finishing the space. His concern was ingress and egress from the Basement Area, but he recognized that was the province of the Building Department.

Commissioner Johnson struggled with this proposal but agreed with Commissioner Sigg's comments. He would like to see how they would craft the Final Action Letter and the amended Plat Notes. He did not particularly like the proposed language for Plat Note 3. He appreciated Commissioner Frontero's statements that there was a cap on square footage via the Flagstaff Agreement, and he was hesitant to make any sort of concession.

Generally, Commissioner Johnson agreed that the likelihood of this setting a precedent was low. Commissioner Sigg observed that the precedent it would set would be going through the land use authority to obtain Plat Amendments. Commissioner Johnson felt that if the Applicant had a Condition of Approval as proposed by Commissioner Suesser that would help. He was unable to make a final decision without seeing the Draft Final Action Letter. He agreed with Chair Hall's suggestion that they should add language to Plat Note 4 to make it consistent across the board.

Commissioner Suesser asked if the final Plat could reflect that this Subdivision was now completely built out and that no additional square footage would be permitted. Chair Hall felt they could suggest that be included in the Final Action Letter. Commissioner Johnson and Commissioner Van Dine stated that would help them with this application. Commissioner Suesser observed that Unit 3 has the leftover square footage, so it made sense that once their approval was in place, there was no more building or density left in the Subdivision.

PENDING APPROVAL

Applicant's representative Shirley stated that the final step before they obtain their Certificate of Occupancy would be to do a final Condominium Plat Amendment, and it would be the final step for the community and states that the community is fully built out.

Commissioner Frontero asked what the Good Cause was for this Plat Amendment. Chair Hall noted Commissioner Suesser's mention of No Nightly Rentals. Commissioner Suesser stated she suggested that because she was having difficulty finding Good Cause, and the Applicant mentioned that would be acceptable. She added they were constantly looking to take homes out of the Nightly Rental pool, so she saw some Good Cause there. She added that given that this is the last Lot in the Subdivision and there had likely been some variation on what has been built and been represented versus this proposal, she could see approving this application.

Chair Hall summarized that the Draft Final Action Letter would confirm that the development would now be fully built out with the UEs, and there would be no Nightly Rentals for this unit. When they look at Plat Note 3, she struggled with the proposed language. Commissioner Johnson agreed.

City Attorney Harrington stated the Commission could give Staff consensus direction to modify that language to reflect the discussions as it clarifies Exhibit C as it relates to both the 90,000 square feet and the 45 UEs.

Commissioner Suesser asked if the chart would have the reduced square footage that exempted the Basement. Commissioner Frontero felt they could not do that because they would be over 90,000 square feet. Director Ward stated if the Basement were exempt for this unit only, then they would be under 90,000 square feet. Commissioner Suesser stated that was why they were exempting it for this unit only.

Commissioner Johnson also requested a statement of Good Cause. He agreed that no Nightly Rental has a great positive impact, but agreed with including some further justification before Final Action. He wondered if fixing the inconsistency in the Plat Notes was Good Cause. Commissioner Suesser suggested language that this was the last home to be constructed and the anecdotal understanding of the variance in the amount of square footage and basements in the other homes as represented in the chart. It was confirmed that there would be a deed restriction regarding no Nightly Rentals.

MOTION: Commissioner Suesser moved to CONTINUE 49 Silver Stake Trail – Condominium Plat Amendment to August 14, 2024, and directed Staff to prepare a Draft Final Action Letter consistent with the Commission's direction. Commissioner Shand seconded the motion.

VOTE: Commissioner Shand-Yes; Commissioner Sigg-Yes; Commissioner Johnson-Yes; Commissioner Suesser-Yes; Commissioner Van Dine-Yes; Commissioner Frontero-No. The motion passed 5-to-1.

PENDING APPROVAL

Chair Hall reported that a majority of Commissioners would be gathering after the meeting.

8. ADJOURNMENT

MOTION: Commissioner Frontero moved to adjourn.

The meeting adjourned at approximately 8:40 P.M.

PENDING APPROVAL

Planning Department
Staff Report

Subject:	**1273 and 1275 Sullivan Road Units 5 and 6 Alpine at the Retreat Condominium**
Application:	**PL-24-06182**
Author:	**Meredith Covey, Planner I**
Date:	**August 14, 2024**
Type of Item:	**Condominium Plat Amendment**

Recommendation

(I) Open a public hearing and (II) continue the public hearing and consideration of the proposed Condominium Plat Amendment to a date uncertain to provide additional time for the Applicant to update the proposal and for staff review.

Description

Project Number:	PL-24-06182
Applicant:	Lisa Mittnacht Applicant Representative: Martina Nelson, Park City Surveying
Location:	1273 and 1275 Sullivan Road (Unit 5 and Unit 6 of the Alpine at the Retreat Condominium)
Zoning District:	Historic Residential Medium
Adjacent Land Uses:	Urban Park Zone, Residential, Recreation Commercial
Reason for Review:	The Planning Commission reviews, conducts a public hearing, and takes Final Action on Condominium Plat Amendments pursuant to Land Management Code § 15-7.1-2.

Planning Commission
Staff Report

Subject: **49 Silver Strike Trail**
Unit 3, The Belles at Empire Pass
Application: **PL-24-05925**
Author: **Virgil Lund, Planner I**
Date: **August 14, 2024**
Type of Item: **Ratification of Final Action Letter**
Condominium Plat Amendment

Recommendation

(I) Review the draft Final Action Letter approving the First Amendment to the Amended, Consolidated, and Restated Condominium Plat of The Belles at Empire Pass and (II) consider ratifying the draft Final Action Letter (Exhibit A).

Description

Applicant:	Doug Berman, J_ZEC Utah II LLC Applicant Representative: John Shirley
Location:	49 Silver Strike Trail
Zoning District:	Residential Development, Sensitive Land Overlay
Adjacent Land Uses:	Residential, Hotel, Recreation Open Space
Reason for Review:	The Planning Commission reviews and takes Final Action on Condominium Plat Amendments.[1]

LMC	Land Management Code
MPD	Master Planned Development
PUD	Planned Unit Development
RD	Residential Development

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

Summary

See the July 10, 2024 Staff Report and Exhibits for a summary and background on The Belles at Empire Pass Condominium Plat and Unit 3, 49 Silver Strike Trail.

On July 10, 2024, the Planning Commission reviewed the Applicant's proposal for the First Amendment to the Amended, Consolidated, and Restated Condominium Plat of the Belles at Empire Pass and directed Staff to draft a Final Action Letter approving an amendment to Unit 3, 49 Silver Strike Trail (Video Recording).

[1] LMC § 15-7.1-2

The Planning Commission requested the following:

- Clarification on Plat Notes 3 and 4 to show a total of 90,000 square feet of density has been constructed (after the construction and re-platting of Unit 3) and that no additional square footage will be allocated or allowed for The Belles at Empire Pass.
    - The Plat note must show that the 2,091 square feet of Basement Area Below Final Grade for Unit 3 is exempt from the 90,000 square feet Unit Equivalent allotment for The Belles at Empire Pass Condominiums.
- A table showing the square footage breakdown of Unit 3.
    - Unit 3 is a PUD-style Unit that is in total 7,830 square feet.

Unit 3 Square Footage Breakdown	**Square Feet**
Upper Level	1332
Main Level	3447
Basement Area Above Grade	550
Basement Area Below Final Grade	2,091
Garage Space Exceeding 600 Square Feet	410
Total	7830

    - Total square footage that will count towards the 90,000 Unit Equivalent square footage is 5,739 square feet. 2,091 square feet will be exempt.
    - 84,014 square feet of unit Equivalent square footage has been constructed at the Belles at Empire Pass.
    - With the re-platting of Unit 3, there will be a total of 91,844 Unit Equivalent square feet constructed for The Belles at Empire Pass. The Applicant proposes 2,091 square feet of Basement Area Below Final Grade to be exempt, for a total of 89,753 Unit Equivalent square feet for the Belles at Empire Pass.
- Condition of Approval 3 prohibits Nightly Rentals of Unit 3, and the Applicant must record a deed-restriction with Summit County prohibiting Nightly Rentals in a form to be approved by the City Attorney's Office on the same date the Plat Amendment is recorded.

Amended Plat Note 3:

"The approved maximum house size is 5,000 square feet of Gross Floor Area, as defined by the LMC. Gross Floor Area exempts basement areas below final grade and 600 square feet of garage area. ~~In addition, Unit 3 is limited to a maximum of 974 square feet of Basement Area~~. For Unit 3 only, a maximum of 2,091 square feet of Basement Area Below Final Grade, as defined by the LMC, is exempt from the Gross Floor Area and from the 90,000 Unit Equivalent limitation."

Amended Plat Note 4:

"The Flagstaff Development Agreement requires a calculation of unit equivalents (UE) for these units, in addition to maximum house size. The UE formula includes all interior square footage "calculated from the inside surfaces of the interior boundary wall of each completed unit, excluding all structural walls and components, as well as shafts, ducts, flues, pipes, conduits, and the wall enclosing such facilities. Unit Equivalent floor area includes all basement area (except for Unit 3 as noted below). Also excluded from the UE square footage is garage space up to 600 square feet per unit and all space designation as non-habitable." A total of 45 UEs (90,000 square feet) are permitted for the units designated by this plat. *7,830 total square feet is allowed for Unit 3. Square footage allocated for Unit 3: 1,332 square feet is Upper Level, 3,447 square feet is Main Level, 550 square feet is Basement Area Above Grade, 410 square feet is non-exempt garage, and 2,091 square feet is Basement Area Below Grade. 2,091 square feet of Below Grade Basement Area is exempt for Unit 3 only, for a total of 89,753 Unit Equivalent square feet for the Belles at Empire Pass. No further exclusions are permitted."*

Analysis

(I) On July 10, 2024, the Planning Commission determined there is Good Cause for the proposed Plat pursuant to LMC § 15-7.1-3(B), *Plat Amendment*.

Changes to platted elements including conversion of Common Area/Limited Common Area within a condominium requires a Plat Amendment. Plat Amendments shall be reviewed according to the requirements of LMC § 15-7-1.6 and approval shall require a finding of Good Cause.

LMC § 15-15-1 defines Good Cause as "[Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community."

The Planning Commission found Good Cause for the proposed Plat Amendment:

- The proposed Plat Amendment will restrict Nightly Rentals for Unit 3 and a deed restriction reflecting this will be recorded with Summit County.
- The proposed Plat Amendment clarifies that all density and Unit Equivalents for The Belles at Empire Pass is allocated, and no additional square footage is allowed at The Belles at Empire Pass.

(II) The Development Review Committee reviewed the proposed plat amendment on June 18, 2024, and does not require Conditions of Approval.[2]

[2] The Development Review Committee meets the first and third Tuesday of each month to review and

Department Review
The Planning Department, Engineering Department, and City Attorney's Office reviewed this report.

Notice
Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on June 26, 2024. Staff mailed courtesy notice to property owners within 300 feet on June 26, 2024. The *Park Record* published notice on June 26, 2024.[3] On July 10, 2024, the Planning Commission continued this item to the August 14, 2024 meeting.

Public Input
Staff did not receive any public input at the time this report was published.

Exhibits
Exhibit A: Draft Final Action Letter

provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

[3] LMC § 15-1-21

Planning Department

August 14, 2024

John Shirley
49 Silver Strike Trail

CC: Doug Berman, J_ZEC Utah II LLC

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	49 Silver Strike Trail
Zoning District:	Residential Development, Sensitive Land Overlay
Application:	Condominium Plat Amendment
Project Number:	PL-24-05925
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	August 14, 2024
Project Summary:	The Applicant Proposes to Modify a Plat Note on the Belles at Empire Pass Condominium Plat

Action Taken

On August 14, 2024, the Planning Commission conducted a public hearing and approved the First Amendment to the Amended, Consolidated, and Restated Condominium Plat of The Belles at Empire Pass according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The Belles at Empire Pass is a Planned Unit Development (PUD) within the Flagstaff Development Agreement with ten constructed Single-Family Dwellings, and three Duplexes reflected in the Amended, Consolidated, and Restated Condominium Plat of the Belles at Empire Pass, formerly the Silver Strike Subdivision. One unit remains vacant – Unit 3.

2. The Applicant proposes the First Amendment to the Amended, Consolidated, and Restated Condominium Plat of The Belles at Empire Pass to modify a plat note regarding Unit 3 at 49 Silver Strike Trail.
3. The existing Plat note states:
    a. “The approved maximum house size is 5,000 square feet of Gross Floor Area, as defined by the LMC. Gross Floor Area exempts basement areas below final grade and 600 square feet of garage area. In addition, Unit 3 is limited to a maximum of 974 square feet of Basement Area.”
4. Land Management Code (LMC) Section 15-15-1 does not define Basement Area. The LMC defines Basement:
    a. “Any floor level below the First Story in a Building. Those floor levels in Buildings having only one floor level shall be classified as a Basement, unless that floor level qualifies as a First Story as defined herein. See First Story.”
5. The LMC defines Basement Area Below Final Grade:
    a. The Area located under a ceiling that is below Final Grade.
6. The Applicant proposes to modify plat note 3 to construct 2,091 square feet of Basement Area Below Final Grade.
7. On October 27, 2023, the Applicant submitted a Plat Amendment application with the Planning Department.
8. On April 3, 2023, the Empire Pass Master Owners Association Design Review Board approved the proposed plans for Unit 3. On January 24, 2024, the Board of the Belles at Empire Pass Homeowners Association (HOA) reviewed and approved the plans for the Plat Amendment Application. On May 2, 2024, 12 of the 17 homeowners, 71% of the Belles at Empire Pass HOA voted in favor of the Plat Amendment Application. On May 6, 2024, staff issued a complete application notice to the Applicant.
9. On July 10, 2024, the Planning Commission reviewed the Applicant’s proposal for the First Amendment to the Amended, Consolidated, and Restated Condominium Plat of the Belles at Empire Pass and directed Staff to draft a Final Action Letter approving an amendment to Unit 3, 49 Silver Strike Trail
10. The Planning Commission requested the following:
    a. Clarification on Plat Notes 3 and 4 to show a total of 90,000 square feet of density has been constructed (after the construction and re-platting of Unit 3) and that no additional square footage will be allocated or allowed for The Belles at Empire Pass.

i. The Plat note must show that the 2,091 square feet of Basement Area Below Final Grade for Unit 3 only is exempt from the 90,000 square feet Unit Equivalent allotment for The Belles at Empire Pass Condominiums.

b. A table showing the square footage breakdown of Unit 3

Unit 3 Square Footage Breakdown	Square Feet
Upper Level	1332
Main Level	3447
Basement Area Above Grade	550
Basement Area Below Final Grade	2,091
Garage Space Exceeding 600 Square Feet	410
Total	7830

i. Total square footage that will count towards the 90,000 Unit Equivalent square footage is 5,739 square feet. 2,091 square feet will be exempt.

ii. 84,014 square feet of unit Equivalent square footage has been constructed at the Belles at Empire Pass.

iii. With the re-platting of Unit 3, there will be a total of 91,844 Unit Equivalent square feet constructed for The Belles at Empire Pass. The Planning Commission determined to exempt 2,091 square feet of Basement Area Below Final Grade, for a total of 89,753 Unit Equivalent square feet for the Belles at Empire Pass.

11. On July 10, 2024, the Planning Commission found there is Good Cause for the proposed Plat pursuant to LMC § 15-7.1-3(B), Plat Amendment.
    a. The proposed Plat Amendment will restrict Nightly Rentals for Unit 3 and a deed restriction reflecting this will be recorded with Summit County
    b. The proposed Plat Amendment clarifies that all density and Unit Equivalents for The Belles at Empire Pass is allocated, and no additional square footage is allowed at The Belles at Empire Pass
12. The Development Review Committee reviewed the proposed plat amendment on June 18, 2024, and does not require Conditions of Approval.

Conclusions of Law

1. The proposed Plat amendment complies with LMC § 15-7.1-3(B), *Plat Amendment*.
2. The Plat Amendment is consistent with Land Management Code § 15-7.1-6, and Chapter 15-2.13 Residential Development Zoning District.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, the Conditions of Approval, and the amended Belles at Empire Pass Covenants, Conditions, and Restrictions prior to recordation of the plat.
2. The Applicant shall record the plat at the County within one year from the date of Planning Commission approval. If recordation is not complete within one year, this approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.
3. Nightly rentals are prohibited in Unit 3. The Applicant stipulated to this condition of approval and must record a deed-restriction with Summit County prohibiting Nightly Rentals in a form to be approved by the City Attorney's Office on the same date the Plat Amendment is recorded.
4. The plat shall note that 2,091 square feet of Unit 3 is exempt from the 90,000 square feet Unit Equivalent allotment for the Belles at Empire Pass. The 2,091 square feet that is exempt must be Basement Area Below Final Grade, as defined in the LMC.
5. The plat shall note that the total 45 Unit Equivalents square footage of density has been constructed (with the re-platting and construction of Unit 3) and no additional density or square footage is allowed.
6. Final construction plans and square footage for Unit 3 must reflect substantial compliance with the submitted plans reviewed by the Planning Commission on August 14, 2024.
7. Prior to issuance of a Certificate of Occupancy a Supplemental Condominium Plat for Unit 3 shall be recorded with the Summit County Recorder.

Planning Department

If you have questions or concerns regarding this Final Action Letter, please call 385-481-2036 or email virgil.lund@parkcity.org

Sincerely,

Sarah Hall
Planning Commission Chair

CC: Virgil Lund

Planning Commission
Staff Report

Subject: **700 Saddle View Way**
Application: **PL-24-06122**
Author: **Virgil Lund, Planner I**
Date: **August 14, 2024**
Type of Item: **Condominium Plat Amendment**

Recommendation

(I) Review the First Amended Saddle Condominiums Phase One Amending Unit 11 Condo Plat, (II) conduct a public hearing, and (III) consider approving the Plat Amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant:	Thomas Cavill; Applicant Representative: Alliance Engineering
Location:	700 Saddle View Way
Zoning District:	Residential Development
Adjacent Land Uses:	Single Family Residential, Open Space
Reason for Review:	The Planning Commission reviews and takes Final Action on Condominium Plat Amendments.[1]

LMC Land Management Code
RD Residential Development

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

Summary

The Saddle Condominiums Phase One is a 16-Unit Condominium recorded with Summit County on January 23, 1981, and is located within the Residential Development (RD) Zoning District. Unit 11 of the Saddle Condominiums is a three-level Unit. The Applicant proposes a 300-square-foot addition to the third floor of the Unit. Changes to platted elements, including changes to Common Area/Limited Common Area, require a Plat Amendment.[2]

The proposed Plat Amendment (Attachment 1) would allow an addition to be constructed within the exterior walls and roof, with no exterior expansion, creating a

[1] LMC § 15-7.1-2
[2] LMC § 15-7.1-3(B)

loft/mezzanine to the third floor of Unit 11. The square footage for Unit 11 is proposed to increase 300 square feet from 3,980 square feet to 4,280 square feet. The other 15 Units in the Saddle Condominiums range from 3,200 square feet to 4,000 square feet. The requested Plat Amendment does not change the exterior features, windows, or exterior walls of the condominium Unit. The proposed addition will be constructed within the existing Building Footprint of the Structure.

On April 26, 2024, 87.5% of the Saddle Condominiums Homeowner's Association voted to approve the proposed Plat Amendment (Exhibit C).

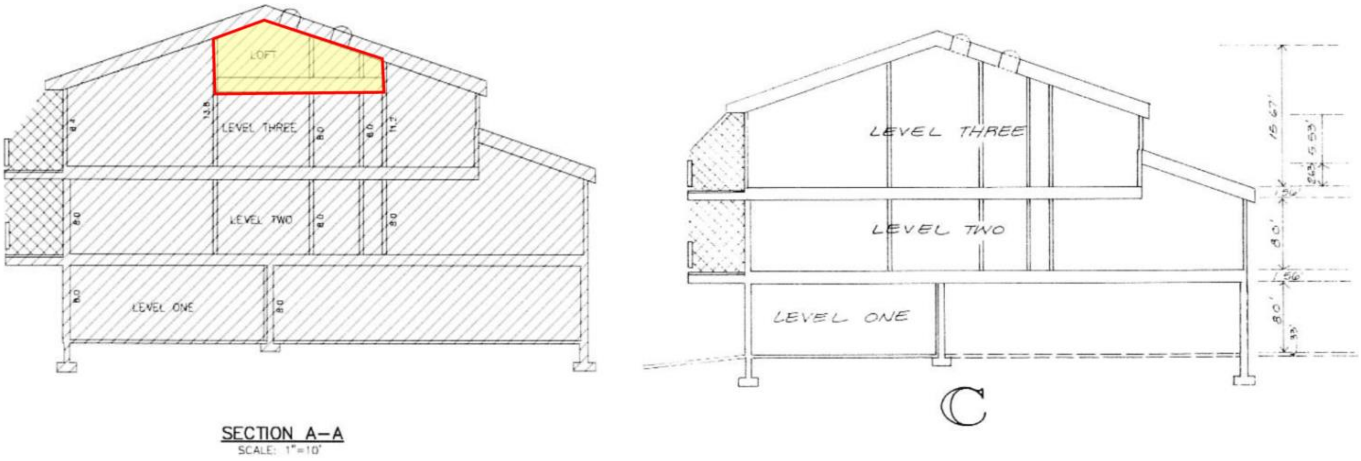


Figure 1: Proposed Plat (left) with Addition Highlighted and Existing Plat (Right)

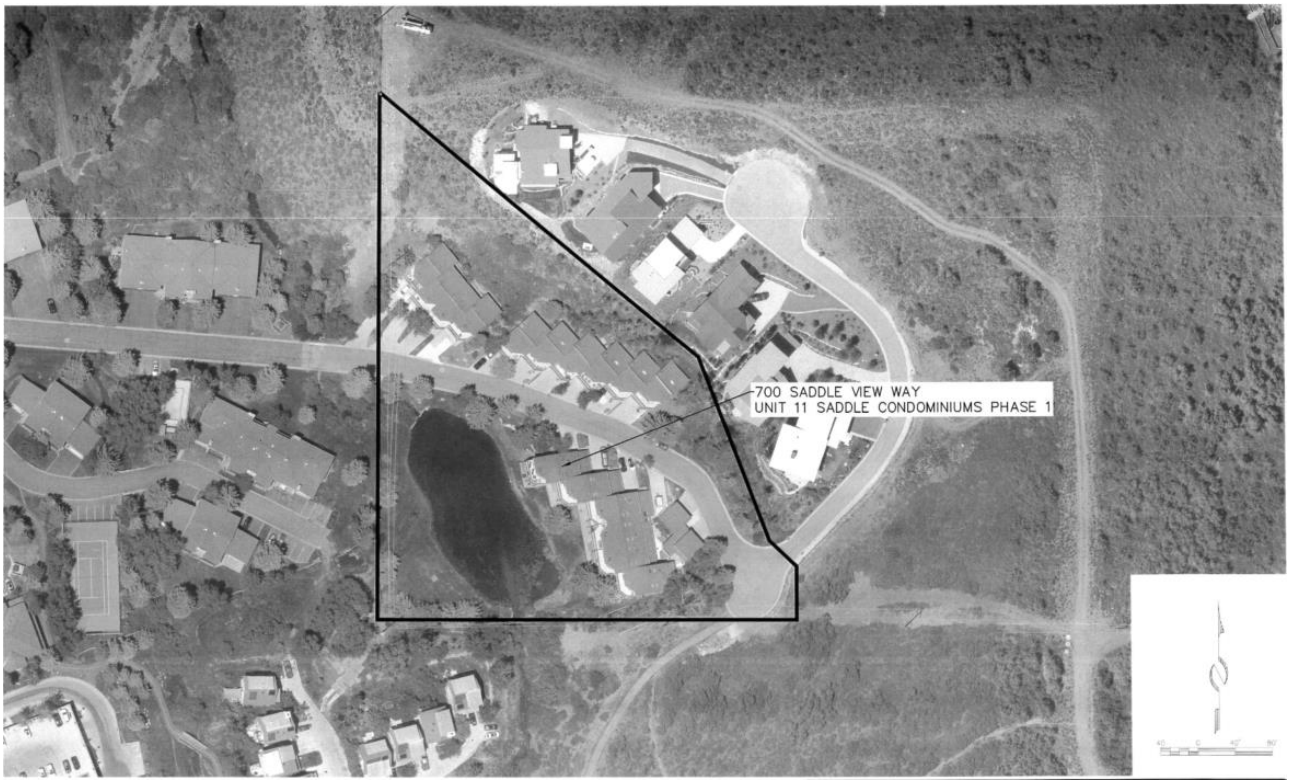


Figure 2: Applicant's Arial Exhibit

700 Saddle View Way looking south

Figure 3: Applicant's Photo Exhibit

700 Saddle View Way looking southeast

Figure 4: Applicant's Photo Exhibit

700 Saddle View Way looking east

Figure 5: Applicant's Photo Exhibit

700 Saddle View Way looking southwest

Figure 6: Applicant's Photo Exhibit

Background

The Saddle Condominiums Phase One (Exhibit B) was recorded with Summit County on January 23, 1981 (Summit County Recorder Entry No. 175675). No other plat amendments for the project have been requested or approved since the original Plat recording in 1981.

The Applicant submitted the Plat Amendment application on May 8, 2024, to increase the interior square footage by 300 square feet. The Planning Department deemed the application complete on May 14, 2024.

Analysis

(I) The proposed First Amended Saddle Condominiums Phase One Amending Unit 11 Condo Plat complies with LMC Chapter 15-2.13, the Residential Development Zoning District Requirements.

The purposes of the RD Zoning District include:

1. allowing a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
2. encouraging the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
3. allowing commercial and recreational activities that are in harmony with residential neighborhoods,
4. minimizing impacts of the automobile on architectural design,
5. promoting pedestrian connections within Developments and between adjacent Areas; and
6. providing opportunities for variation in architectural design and housing types.[3]

Development within the RD Zoning District must meet the following lot and site requirements:[4]

Requirement	**Analysis of Proposal**
Setbacks: Front- 20 Feet Rear- 15 Feet Side- 12 Feet	**Complies**: The proposed addition will be constructed within the existing Structure. The Structure maintains a Setback greater than 120 feet to all property lines.
Maximum Building Height: No Structure shall be erected to a height greater than twenty-	**Complies:** The proposed addition will not increase the Building Height of the Structure. The existing Structure is 26.9

[3] LMC § 15-2.13-1
[4] LMC § 15-2.13-3

eight feet (28') from Existing Grade	feet from Existing Grade**.**
Density: The maximum Density is three (3) units per acre. Developments reviewed and approved as a Master Planned Development may approach a maximum density of five (5) units per acre with a Master Planned Development. Development must be clustered to preserve common Open Space, and shall protect Sensitive Lands, view corridors, and prominent Ridge Line Areas	**Complies:** The Lot for the Saddle Condominiums is approximately 3 acres. The Saddle Condominiums were platted in 1981 for 16 Units. The Land Management Code in effect in 1981 did not have a Density limitation. The proposed Plat Amendment complies with LMC Section 15-9-6(A) in that it does not create an additional Unit or enlargement of the non-compliance and complies with the original Condominium approval for 16 Units.

(II) The proposal complies with LMC Chapter 15-3, Off-Street Parking Requirements.

Condominiums greater than 2,000 square feet require two Parking Spaces per Dwelling Unit.[5] Unit 11 is proposed to expand from 3,980 square feet to 4,280 square feet, and already requires two Parking Spaces. The Unit has two Parking Spaces in a two-car garage.

Two-car garages must have a minimum interior dimension of twenty feet in width by twenty feet in depth.[6] Unit 11 has a two-car garage that is approximately 20.3 feet wide by 20 feet deep, and therefore, Unit 11 complies with the parking and garage requirements of the LMC.

(III) The proposal complies with LMC § 15-7.1-3(B), Plat Amendment

Changes to platted elements including conversion of Common Area/Limited Common Area within a condominium requires a Plat Amendment. Plat Amendments shall be reviewed according to the requirements of LMC § 15-7-1.6 and approval shall require a finding of Good Cause.

LMC § 15-15-1 defines Good Cause as "[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the

[5] LMC § 15-3-6(A)
[6] LMC § 15-3-4(A)(1)

neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community."

Staff finds Good Cause for this Plat Amendment because this amendment does not require any exterior expansion or external changes to the existing Unit 11, the 300-square-foot expansion does not increase the parking requirements, and the proposed Plat Amendment does not create any non-conformities. The original plat, approved in 1981, does not include plat notes that impose limitations on the size of the condominium units. The Saddle Condominiums were platted in 1981 for 16 Units. The Land Management Code in effect in 1981 did not have a Density limitation. The proposed Plat Amendment does not create an additional Unit and complies with the original Condominium approval. No Public Street, Right of Way, or easement has been vacated or amended.

(IV) The Development Review Committee reviewed the proposal on July 16, 2024, and does not require Conditions of Approval.[7]

Department Review

The Planning Department, Executive Department, and City Attorney's Office reviewed this report.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on July 31, 2024. Staff mailed courtesy notice to property owners within 300 feet on July 31, 2024. The *Park Record* published courtesy notice on July 31, 2024.[8]

Public Input

Staff did not receive any public input at the time this report was published.

Alternatives

- The Planning Commission may approve the First Amended Saddle Condominiums Phase One Amending Unit 11 Condo Plat.
- The Planning Commission may deny the First Amended Saddle Condominiums Phase One Amending Unit 11 Condo Plat and direct staff to make Findings for the denial.
- The Planning Commission may request additional information and continue the discussion to a date certain.

Exhibits

[7] The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).
[8] LMC § 15-1-21

Exhibit A: Draft Final Action Letter
Attachment 1: Proposed Plat
Exhibit B: Saddle Condominiums Phase One Plat
Exhibit C: Homeowner Association Approval

Planning Department

August 14, 2024

Alliance Engineering; Megan Blosser
700 Saddle View Way

CC: Thomas Cavill

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	700 Saddle View Way
Zoning District:	Residential Development
Application:	Condominium Plat Amendment
Project Number:	PL-24-06122
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	August 14, 2024
Project Summary:	The Applicant proposes a 300 square-foot addition to Unit 11 at the Saddle Condominiums. The proposed addition will be constructed within the exterior walls and roof, creating a loft/mezzanine to the third floor of Unit 11.

Action Taken

On August 14, 2024, the Planning Commission conducted a public hearing and approved the First Amended Saddle Condominiums Phase One Amending Unit 11 Condominium Plat according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The Applicant submitted a plat amendment application on May 8, 2024, to amend the Saddle Condominiums Phase One Plat.
2. The Planning Department deemed the application complete on May 14, 2024.
3. The Saddle Condominiums Phase One is a 16-Unit Condominium recorded with Summit County on January 23, 1981, and is located within the Residential

Development (RD) Zoning District. Unit 11 of the Saddle Condominiums is a three-level Unit. The Applicant proposes a 300-square-foot addition to the third floor of the Unit. Changes to platted elements, including changes to Common Area/Limited Common Area, require a Plat Amendment

4. The proposed Plat Amendment (Attachment 1) would allow an addition to be constructed within the exterior walls and roof, with no exterior expansion, creating a loft/mezzanine to the third floor of Unit 11. The square footage for Unit 11 is proposed to increase 300 square feet from 3,980 square feet to 4,280 square feet. The other 15 Units in the Saddle Condominiums range from 3,200 square feet to 4,000 square feet. The requested Plat Amendment does not change the exterior features, windows, or exterior walls of the condominium Unit. The proposed addition will be constructed within the existing Building Footprint of the Structure
5. On April 26, 2024, 87.5% of the Saddle Condominiums Homeowner's Association voted to approve the proposed Plat Amendment.
6. The Saddle Condominiums Phase One was recorded with Summit County on January 23, 1981 (Summit County Recorder Entry No. 175675). No other plat amendments for the project have been requested or approved
7. No other plat amendments for the project have been recorded.
8. The proposed First Amended Saddle Condominiums Phase One Amending Unit 11 Condo Plat complies with LMC Chapter 15-2.13, the Residential Development Zoning District Requirements.
    a. Front, Rear, and Side Setbacks
        i. The proposed addition will be constructed within the existing Structure. The Structure maintains a Setback greater than 120 feet to all property lines.
    b. Maximum Building Height: No Structure shall be erected to a height greater than twenty-eight feet (28') from Existing Grade
        i. The proposed addition will not increase the Building Height of the Structure. The existing Structure is 26.9 feet from Existing Grade
    c. Density
        i. The Lot for the Saddle Condominiums is approximately 3 acres. The Saddle Condominiums were platted in 1981 for 16 Units. The Land Management Code in effect in 1981 did not have a Density limitation. The proposed Plat Amendment complies with LMC Section 15-9-6(A) in that it does not create an additional Unit or

enlargement of the non-compliance and complies with the original Condominium approval for 16 Units

9. The proposal complies with LMC Chapter 15-3, Off-Street Parking Requirements.
    a. Condominiums greater than 2,000 square feet require two Parking Spaces per Dwelling Unit. Unit 11 is proposed to expand from 3,980 square feet to 4,280 square feet, and already requires two Parking Spaces. The Unit has two Parking Spaces in a two-car garage.
    b. Two-car garages must have a minimum interior dimension of twenty feet in width by twenty feet in depth. Unit 11 has a two-car garage that is approximately 20.3 feet wide by 20 feet deep, and therefore, Unit 11 complies with the parking and garage requirements of the LMC.
10. The proposal complies with LMC § 15-7.1-3(B), Plat Amendment.
    a. Staff finds Good Cause for this Plat Amendment because this amendment does not require any exterior expansion or external changes to the existing Unit 11, the 300-square-foot expansion does not increase the parking requirements, and the proposed Plat Amendment does not create any non-conformities. The original plat, approved in 1981, does not include plat notes that impose limitations on the size of the condominium units. The Saddle Condominiums were platted in 1981 for 16 Units. The Land Management Code in effect in 1981 did not have a Density limitation. The proposed Plat Amendment does not create an additional Unit and complies with the original Condominium approval. No Public Street, Right of Way, or easement has been vacated or amended
11. The Development Review Committee reviewed the proposal on July 16, 2024 and does not require Conditions of Approval

Conclusions of Law

1. There is Good Cause for this plat amendment
2. The Plat Amendment is consistent with Land Management Code § 15-7.1-3(B), § 15-7.1-6, Chapter 15-3 Off-Street Parking, and Chapter 15-2.13 Residential Development District.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, the Conditions of Approval, and the amended Declaration of Condominium of The Saddle Condominiums prior to recordation of the plat.
2. The Applicant shall record the plat at the County within one year from the date of Planning Commission approval. If recordation is not complete within one year, this approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.

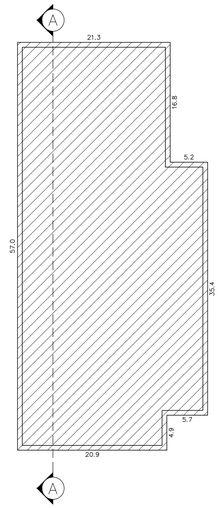
If you have questions or concerns regarding this Final Action Letter, please call 385-481-2036 or email virgil.lund@parkcity.org

Sincerely,

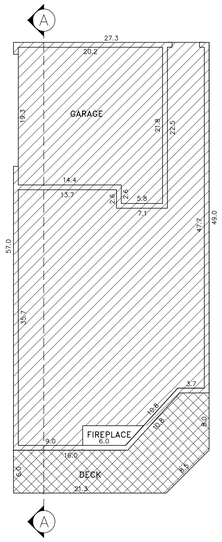
Sarah Hall
Planning Commission Chair

CC: Virgil Lund

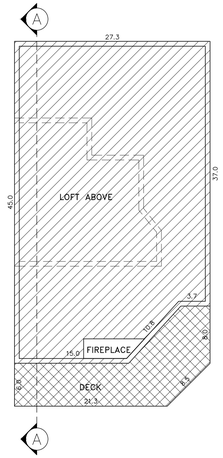
Attachment 1: Proposed Plat



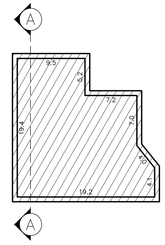
LEVEL ONE
SCALE: 1" = 10'



LEVEL TWO
SCALE: 1" = 10'



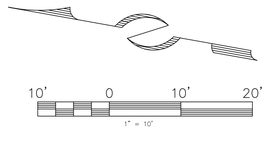
LEVEL THREE
SCALE: 1"=10'



LOFT LEVEL
SCALE: 1"=10'

SQUARE FOOTAGE TABLE

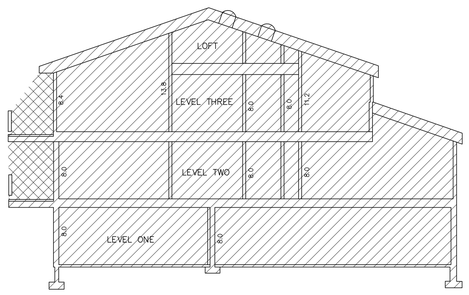
LEVEL ONE	= 1,372 S.F.
LEVEL TWO	= 1,460 S.F.
LEVEL THREE	= 1,148 S.F.
LOFT LEVEL	= 300 S.F.
TOTAL	= 4,280 S.F.



COMMON OWNERSHIP

LIMITED COMMON AREA

PRIVATE OWNERSHIP



SECTION A–A
SCALE: 1"=10'

ASSOCIATION CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned, on behalf of Saddle Condominiums Inc., a Utah corporation, having complied with the requirements of both Statutes and the Recorded Declaration hereby consents to the recording of this Condominium Plat Amendment.

Saddle Condominiums Inc., a Utah corporation

By: _____
Robert Saunders, President

ACKNOWLEDGMENT

State of _____)
:ss
County of _____)

On this _____ day of _____, 2024, Robert Saunders personally appeared before me, the undersigned Notary Public, in and for said County and State, being duly sworn, acknowledged to me that he is the president of the Saddle Condominiums Inc., a Utah corporation, and that he signed the above Consent to Record for, on, and in behalf of all of the unit owners at the Saddle Condominiums Phase One, acting as a group (under the name of Saddle Condominiums Inc., a Utah corporation) in accordance with the Utah Condominium Ownership Act, U.C.A., Sections 57-1-1 et seq. (1963) as amended and supplemented, and the Declarations of Covenants, Conditions, and Restrictions for Saddle Condominiums Phase One.

By: _____
Notary Public

A Notary Public Commissioned in _____

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No.: _____

SURVEYOR'S CERTIFICATE

PROFESSIONAL LAND SURVEYOR — No. 4857264 — MICHAEL DEMKOWICZ — STATE OF UTAH

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 4857264 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I certify that I have verified all measurements. I do further certify that by authority of the owners, I have prepared this condominium plat amendment of the property described hereon, hereafter to be known as FIRST AMENDED SADDLE CONDOMINIUMS PHASE ONE AMENDING UNIT 11.

LEGAL DESCRIPTION

Unit No. 11, in Building C, as shown in the record of survey map for the Saddle Condominiums Phase One, a condominium project, recorded January 23, 1981, in the records of the county recorder of Summit County, Utah, as Entry no. 175675 and defined and described in the Declaration of Condominium recorded January 23, 1981, as Entry no. 175674, together with an undivided ownership interest appurtenant to the Common Areas and Facilities of the Saddle Condominiums.

Together with right of way beginning at a point South 1091.32 feet and West 800.03 feet from the northwest corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian; said point being on the easterly right of way line of Highway U-224 and being also on a curve to the left, the radius point of which bears North 68°44' East 15.00 feet and running thence southeasterly along the arc of said curve 23.56 feet to the point of tangency; thence North 68°44' East 320.00 feet to the point of a 150.00 foot radius curve to the right; thence northeasterly along the arc of said curve 67.46 feet to the point of tangency; thence South 85°30' East 412.71 feet to the point of the section line of said Section 8; thence South 0°16'20" West along said section line 50.14 feet, thence North 85°30' West 416.41 feet to the point of a 100.00 foot radius curve to the left; thence northwesterly along the arc of said curve 44.96 feet to the point of tangency; thence South 88°44' West 320.00 feet to the point of a 15.00 foot radius curve to the left; thence southwesterly along the arc of said curve 23.56 feet to the point of tangency, said point being also on the easterly right of way line of state Highway U-224; thence North 21 °16' West along said right of way line to the point of beginning.

NOTES

1. This plat amendment is subject to the Conditions of Approval in the Final Action Letter dated _____, and on file with the Planning Department (PL-24-_____).
2. Saddle Condominiums Phase One was recorded January 23, 1981, as Entry No. 175675 in the Summit County Recorder's Office. All conditions of approval of Saddle Condominiums Phase One shall continue to apply and remain in full force and effect.
3. The dimensions of the private spaces and square footage calculations are based on the Saddle Condominiums Phase One plat, and on measurements in the field. Minor variations may occur. It is the intent that the private ownership area of the unit will be as constructed.
4. This Plat Amendment creates a Loft Level above Level Three.

OWNER'S DEDICATION & CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned, on behalf of the Cavill Family Trust U/A dated November 6, 2019, having complied with the requirements of both Statutes and the Recorded Declaration, hereby consent to the recording of this Condominium Plat Amendment.

Cavill Family Trust U/A dated November 6, 2019

By: _____
Thomas S. Cavill, Co-Trustee

By: _____
Jennifer L. Cavill, Co-Trustee

ACKNOWLEDGMENT

State of _____)
:ss
County of _____)

On this _____ day of _____, 2024, Thomas S. Cavill personally appeared before me, the undersigned Notary Public, in and for said County and State, being duly sworn, acknowledged to me that he is a co-trustee of the Cavill Family Trust U/A dated November 6, 2019, and that he signed the above Consent to Record for and on behalf of the Cavill Family Trust U/A dated November 6, 2019, and that he acknowledged to me that he executed FIRST AMENDED SADDLE CONDOMINIUMS PHASE ONE AMENDING UNIT 11.

By: _____
Notary Public

A Notary Public Commissioned in _____

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No.: _____

ACKNOWLEDGMENT

State of _____)
:ss
County of _____)

On this _____ day of _____, 2024, Jennifer L. Cavill personally appeared before me, the undersigned Notary Public, in and for said County and State, being duly sworn, acknowledged to me that she is a co-trustee of the Cavill Family Trust U/A dated November 6, 2019, and that she signed the above Consent to Record for and on behalf of the Cavill Family Trust U/A dated November 6, 2019, and that she acknowledged to me that she executed FIRST AMENDED SADDLE CONDOMINIUMS PHASE ONE AMENDING UNIT 11.

By: _____
Notary Public

A Notary Public Commissioned in _____

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No.: _____

FIRST AMENDED

SADDLE CONDOMINIUMS PHASE ONE AMENDING UNIT 11

A UTAH CONDOMINIUM PROJECT LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

5/7/2024 JOB NO.: 4-4-24 FILE: X:\ParkMeadows\dwg\srv\plat2024\040424.dwg

435-649-9467
ALLIANCE ENGINEERING
CONSULTING ENGINEERS | LAND PLANNERS | SURVEYORS
P.O. Box 2664 | 2700 West Homestead Road
Suite 50, 60 | Park City, Utah 84098

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	PUBLIC SAFETY ANSWERING POINT APPROVAL	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2024 BY _____	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2024. BY _____ CHAIR	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2024 BY _____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS _____ DAY OF _____, 2024 BY _____ PARK CITY ATTORNEY	APPROVED THIS _____ DAY OF _____, 2024 BY _____ SUMMIT COUNTY GIS COORDINATOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ _____ FEE _____ RECORDER TIME _____ DATE _____ ENTRY NO. _____

OWNERS CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT I THE UNDERSIGNED OWNER OF THE TRACT OF LAND DESCRIBED HEREIN AS THE SADDLE CONDOMINIUMS, A UTAH CONDOMINIUMS PROJECT LOCATED ON SAID TRACT OF LAND, DO HEREBY MAKE THIS CERTIFICATE AND HAVE CAUSED A SURVEY TO BE MADE AND THIS RECORD OF SURVEY MAP TO BE PREPARED AND DO HEREBY CONSENT TO RECORDATION OF THIS RECORD OF SURVEY MAP IN ACCORDANCE WITH THE UTAH CONDOMINIUM OWNERSHIP ACT.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 3rd DAY OF December, 1980

Guy E. Arnell
GUY E. ARNELL, PRESIDENT
SADDLE CONDOMINIUM INC.

ACKNOWLEDGMENT

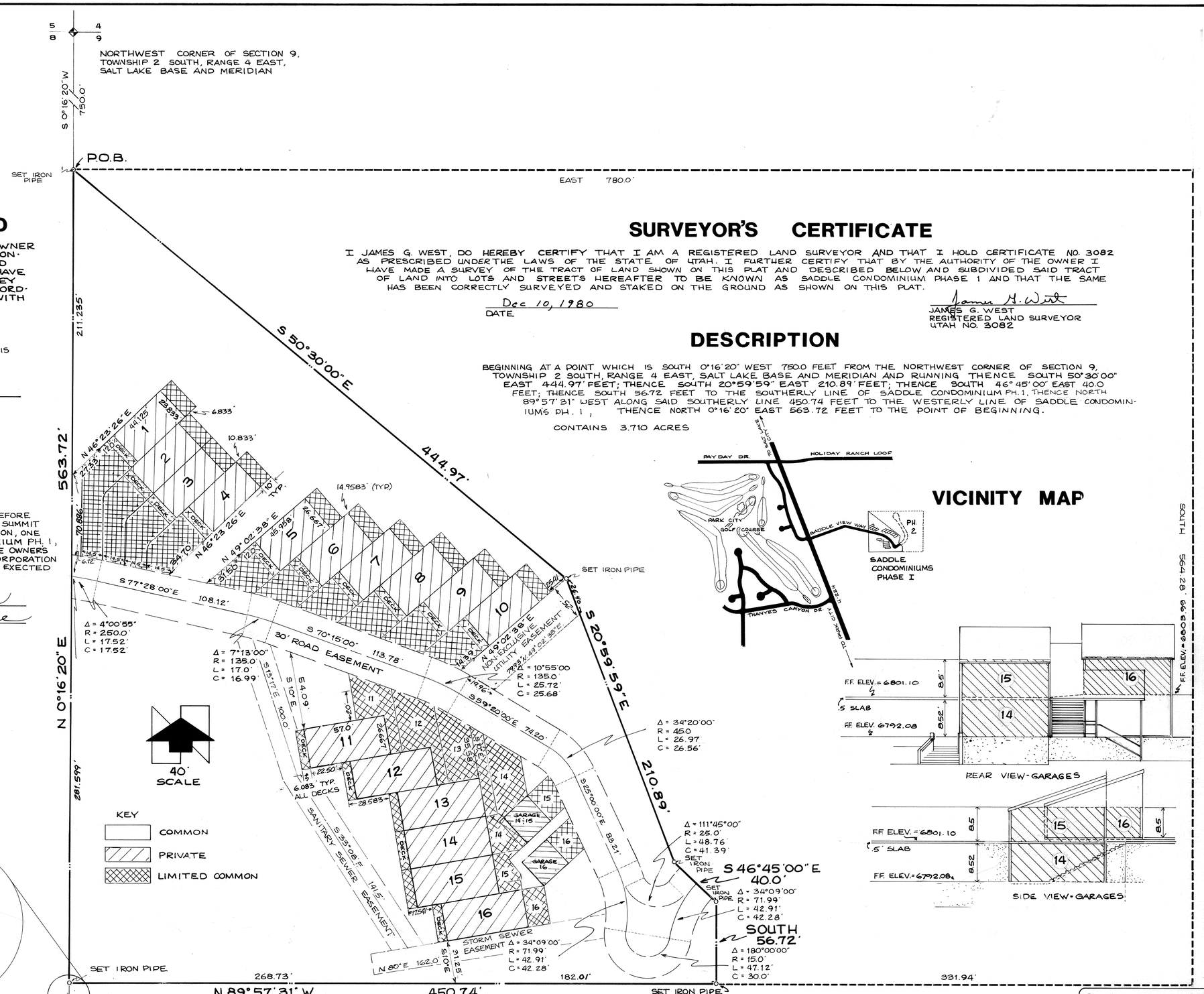
STATE OF UTAH
COUNTY OF SUMMIT

ON THIS 3rd DAY OF Dec. AD 1980 PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SUMMIT IN THE STATE OF UTAH, THE SIGNER OF THE ABOVE OWNER'S DEDICATION, ONE IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT SADDLE CONDOMINIUM PH. 1, INCORPORATED A UTAH CORPORATION, THAT GUY E. ARNELL SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF THE CORPORATION FOR THE PURPOSED THEREIN MENTIONED AND THAT THE CORPORATION EXECTED THE SAME.

Carol L. Spencer
NOTARY PUBLIC
RESIDING AT Salt Lake

MY COMMISSION EXPIRES:
January 26, 1981

BENCH MARK ELEVATION 6,802.42
IRON PIPE IN CONCRETE ON WEST SIDE OF HIGHWAY UTAH-224 APPOX. 400 ± NORTH OF THAYNES CANYON DRIVE.



SURVEYOR'S CERTIFICATE

I JAMES G. WEST, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 3082 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNER I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW AND SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS SADDLE CONDOMINIUM PHASE 1 AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

Dec 10, 1980
DATE

James G. West
JAMES G. WEST
REGISTERED LAND SURVEYOR
UTAH NO. 3082

DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 0°16'20" WEST 750.0 FEET FROM THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 50°30'00" EAST 444.97 FEET; THENCE SOUTH 20°59'59" EAST 210.89 FEET; THENCE SOUTH 46°45'00" EAST 40.0 FEET; THENCE SOUTH 56.72 FEET TO THE SOUTHERLY LINE OF SADDLE CONDOMINIUM PH. 1, THENCE NORTH 89°57'31" WEST ALONG SAID SOUTHERLY LINE 450.74 FEET TO THE WESTERLY LINE OF SADDLE CONDOMINIUMS PH. 1, THENCE NORTH 0°16'20" EAST 563.72 FEET TO THE POINT OF BEGINNING.

CONTAINS 3.710 ACRES

VICINITY MAP

SOUTH 564.28

SHEET 1 of 3

PARK CITY APPROVAL

ON THIS 16 DAY OF JANUARY 1981, THE CITY OF PARK CITY, A BODY CORPORATE OF THE STATE OF UTAH AND THE MUNICIPALITY IN WHICH SADDLE CONDOMINIUMS IS LOCATED, HEREBY GIVES FINAL APPROVAL TO SAID PROJECT, TO THE DECLARATION RECORDED CONCURRENTLY HEREWITH, TO THE RECORD OF SURVEY MAP WHICH CONSISTS OF 3 SHEETS, AND TO THE ATTRIBUTES OF SAID PROJECT WHICH ARE MENTIONED IN SECTION 57-8-35(3) OF THE UTAH CONDOMINIUM OWNERSHIP ACT AS AMENDED AND EXPANDED BY THE LAWS OF UTAH, 1975 CHAPTER 173 SECTION 8.

ATTEST: Michelle Jones
RECORDER

PARK CITY
BY John C. Summers
MAYOR

CITY ENGINEER

APPROVED & ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT ON THIS 18th DAY OF December A.D. 1980.

Johnny C. Probasco

CITY PLANNING COMMISSION

APPROVED & ACCEPTED BY THE PARK CITY PLANNING COMMISSION THIS 6 DAY JAN OF 19 A.D. 1981

Burnis Watts
CHAIRMAN

RECORD OF SURVEY MAP
SADDLE CONDOMINIUMS
PHASE ONE
LOCATED IN THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

RECORDED

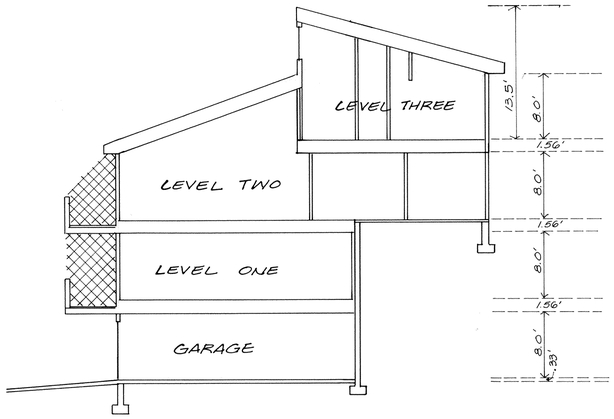
NO. 175675
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF: GUY ARNELL
DATE 1-23-81 TIME 1:30
FEE 38.00
Wanda F. Spriggs
SUMMIT COUNTY RECORDER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 16 DAY OF JAN A.D. 1981
PARK CITY ATTORNEY

PREPARED BY

J.J.JOHNSON & ASSOCIATES
PARK MEADOWS PLAZA
HIGHWAY 248 AT MONITOR DRIVE
P.O. BOX 1661
PARK CITY, UTAH 84060
(801) 649-9811



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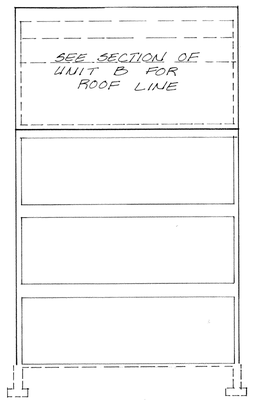
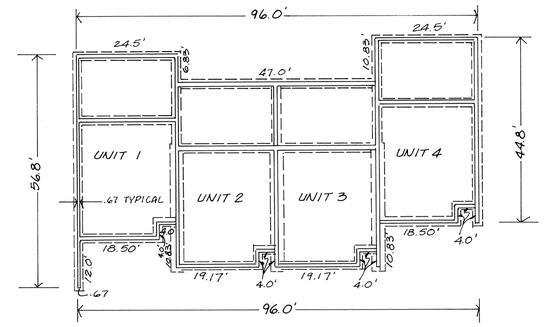


A

UNIT 1 ELEV. = 6779.32
UNIT 2 ELEV. = 6775.30
UNIT 3 ELEV. = 6775.26
UNIT 4 ELEV. = 6777.45
(FLOOR ELEV. IN GARAGE)



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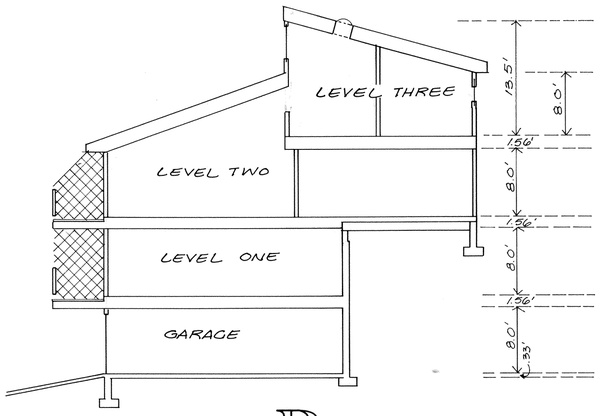
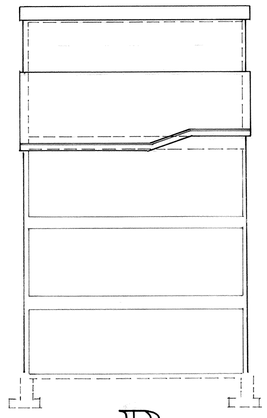
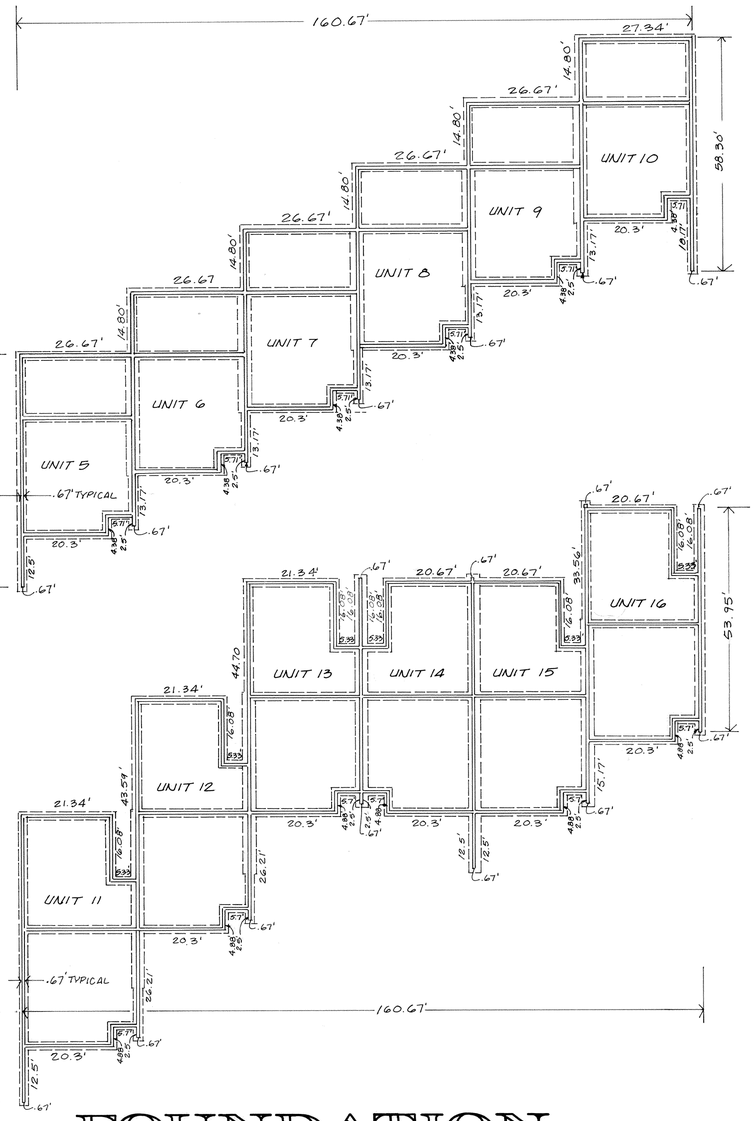


B

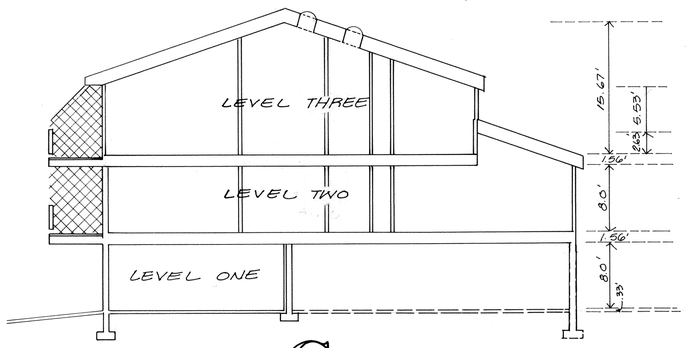


B

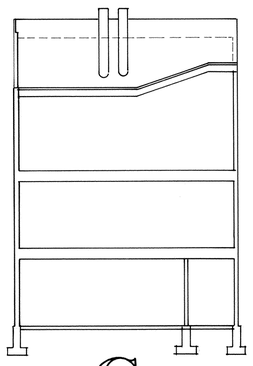
UNIT 5 ELEV. = 6779.83
UNIT 6 ELEV. = 6782.81
UNIT 7 ELEV. = 6785.73
UNIT 8 ELEV. = 6788.85
UNIT 9 ELEV. = 6791.78
UNIT 10 ELEV. = 6794.60
(FLOOR ELEV. IN GARAGE)



B C



C



C

UNIT 11 ELEV. = 6787.93
UNIT 12 ELEV. = 6789.98
UNIT 13 ELEV. = 6789.92
UNIT 14 ELEV. = 6789.72
UNIT 15 ELEV. = 6789.79
UNIT 16 ELEV. = 6791.71
(11-12 GARAGE FLOOR)
(13-16 DOORWAY)

PRIVATE

LIMITED COMMON

COMMON

NOTE: SEE SHT. 1 FOR SECTIONS OF DETACHED GARAGES

SIDE FRONT FOUNDATION

SHEET 2 of 3

PARK CITY APPROVAL

ON THIS 16 DAY OF JANUARY 1981, THE CITY OF PARK CITY, A BODY CORPORATE OF THE STATE OF UTAH AND THE MUNICIPALITY IN WHICH SADDLE CONDOMINIUMS IS LOCATED, HEREBY GIVES FINAL APPROVAL TO SAID PROJECT, TO THE DECLARATION RECORDED CONCURRENTLY HEREWITH, TO THE RECORD OF SURVEY MAP WHICH CONSISTS OF 3 SHEETS, AND TO THE ATTRIBUTES OF SAID PROJECT WHICH ARE MENTIONED IN SECTION 57-8-35(3) OF THE UTAH CONDOMINIUM OWNERSHIP ACT AS AMENDED AND EXPANDED BY THE LAWS OF UTAH, 1975 CHAPTER 173 SECTION 8.

ATTEST: Michelle Jones
RECORDER

PARK CITY
BY John D. Green
MAYOR

I, JAMES G. WEST, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF SADDLE CONDOMINIUMS, PH. I, A UTAH CONDOMINIUM PROJECT ARE AND WILL BE AS SHOWN ON THIS PLAT

Dec 10, 1980
DATE

James G. West
REGISTERED UTAH LAND SURVEYOR
LICENSE NO. 3082

RECORD OF SURVEY MAP

SADDLE CONDOMINIUM

PHASE ONE

"A UTAH CONDOMINIUM PROJECT"

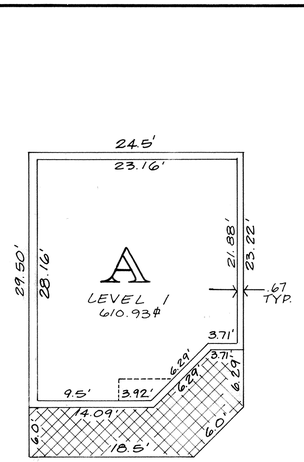
LOCATED IN THE NORTHWEST CORNER OF SECTION 9, T.2 S., R.4 E., S.L.B. & M.

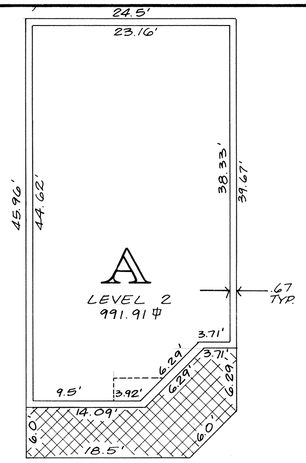
RECORDED

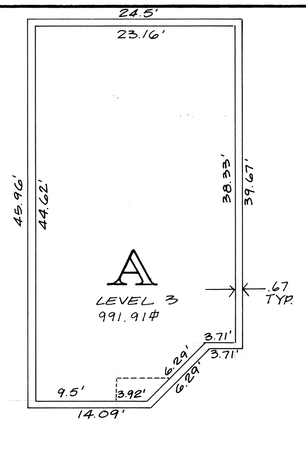
NO. 175675
STATE OF UTAH, COUTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF Guy ARKELL
DATE 1-23-81 TIME 1:30
FEE 32.00
Wanda Y. Springs
SUMMIT COUNTY RECORDER

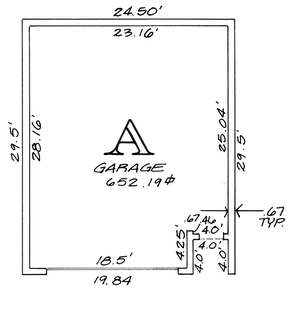
PREPARED BY

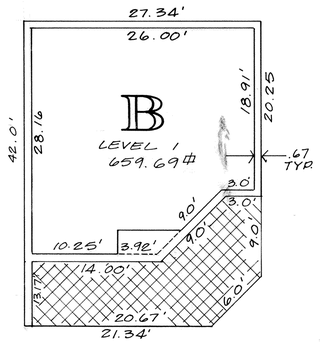
J.J.JOHNSON & ASSOCIATES
PARK MEADOWS PLAZA
HIGHWAY 248 AT MONITOR DRIVE
P.O. BOX 1661
PARK CITY, UTAH 84060
(801) 649-9811

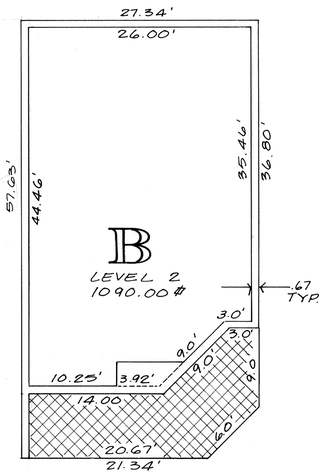


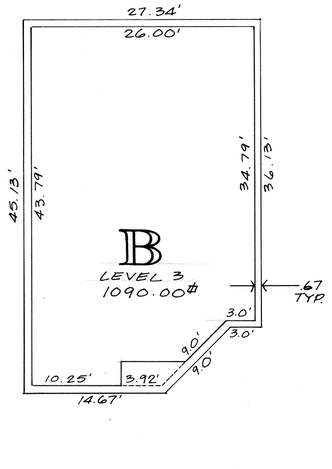


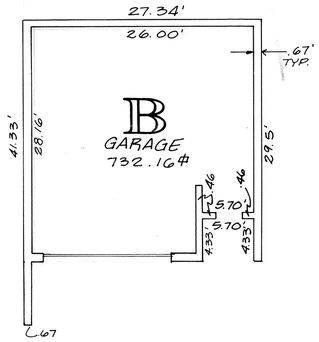


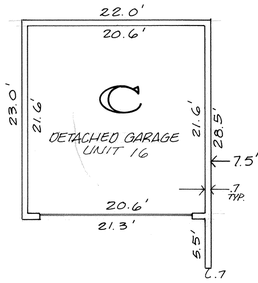


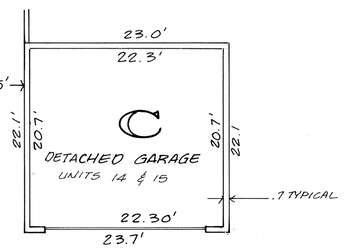


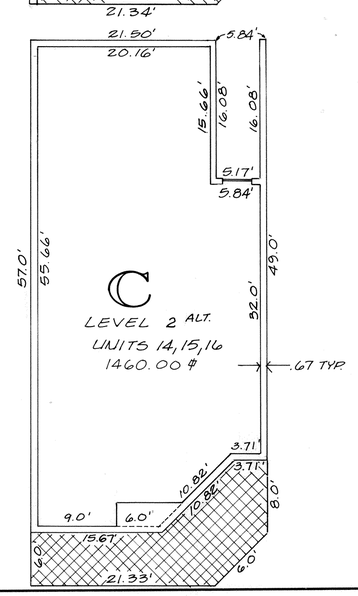


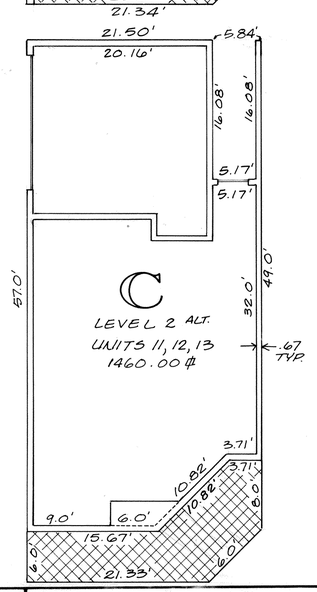


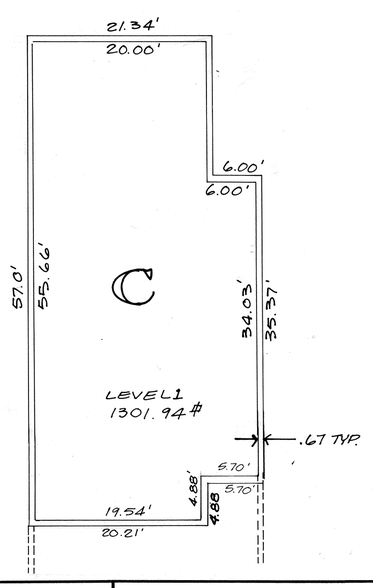


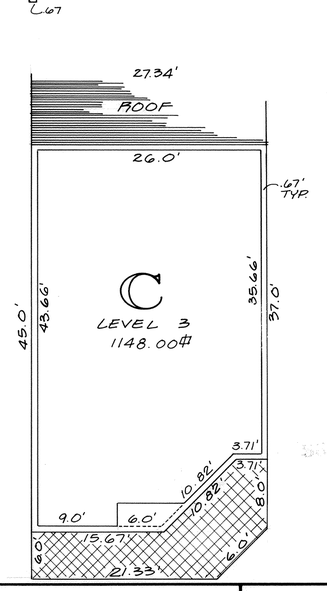












I, JAMES G. WEST, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF SADDLE CONDOMINIUMS, PHASE ONE, A UTAH CONDOMINIUM PROJECT ARE AND WILL BE AS SHOWN ON THIS PLAT.

Dec 10, 1980
DATE

James G. West
REGISTERED UTAH LAND SURVEYOR
LICENSE NO. 3082

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP

COMMON OWNERSHIP

FLOOR PLAN SCALE: 1" = 10'

SHEET 3 of 3

PARK CITY APPROVAL

ON THIS 16 DAY OF January 1981, THE CITY OF PARK CITY, A BODY CORPORATE OF THE STATE OF UTAH AND THE MUNICIPALITY IN WHICH Saddle Condominiums IS LOCATED, HEREBY GIVES FINAL APPROVAL TO SAID PROJECT, TO THE DECLARATION RECORDED CONCURRENTLY HEREWITH, TO THE RECORD OF SURVEY MAP WHICH CONSISTS OF 3 SHEETS, AND TO THE ATTRIBUTES OF SAID PROJECT WHICH ARE MENTIONED IN SECTION 57-8-35(3) OF THE UTAH CONDOMINIUM OWNERSHIP ACT AS AMENDED AND EXPANDED BY THE LAWS OF UTAH, 1975 CHAPTER 173 SECTION 8.

ATTEST: Michelle Jones
RECORDER

PARK CITY
BY John S. Lund
MAYOR

RECORD OF SURVEY MAP
SADDLE CONDOMINIUMS
PHASE ONE
"A UTAH CONDOMINIUM PROJECT"

LOCATED IN THE NORTHWEST CORNER OF SECTION 9, T.2S., R4E., S.L.B. & M.

RECORDED

NO. 175675
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF Stu Arnell
DATE 12-31-81 TIME 1:30
FEE $ 38.00
Wanda Y. Spriggs
SUMMIT COUNTY RECORDER

PREPARED BY

J.J.JOHNSON & ASSOCIATES
PARK MEADOWS PLAZA
HIGHWAY 248 AT MONITOR DRIVE
P.O. BOX 1661
PARK CITY, UTAH 84060
(801) 649-9811

SADDLE CONDO 3 of 3

Saddle Condominiums
Confirmation of Homeowner's Association Vote of Appoval
For Unit 11
April 26, 2024

This letter is to certify that the members of the Saddle Condominiums Homeowner's have approved the condominium plat amendments for Unit 11 of Saddle Condominiums.

There are 16 units in the Saddle Condominiums development. Of the 16 units, 14 units voted to approve the condominium amendments. 2 units did not vote.

87.5% of members voted to approve the amendments for Unit 11

Saddle Condominiums Homeowner's Association

Robert Saunders
President

Planning Commission
Staff Report

Subject: **218 Sandridge Road**
Application: **PL-24-06059**
Author: **Planning Team**
Date: **August 14, 2024**
Type of Item: **Steep Slope Conditional Use Permit**

Recommendation

(I) Review the 218 Sandridge Road Steep Slope Conditional Use Permit (SSCUP) for a detached Accessory Building that includes a single-car garage and lower-level storage space, (II) conduct a public hearing, and (III) consider approving the SSCUP based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in Draft Final Action Letter (Exhibit A).

Description

Applicant:	Dennis Hranitzky, represented by Molly Guinan
Location:	218 Sandridge Road
Zoning District:	Historic Residential – 1
Adjacent Land Uses:	Residential
Reason for Review:	The Planning Commission holds a public hearing and takes Final Action on SSCUPs.[1]

HR-1	Historic Residental-1
LMC	Land Management Code
SSCUP	Steep Slope Conditional Use Permit

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

Summary

218 Sandridge Road, also known as the Ingrid Parsons House, is a Significant Historic Site on Park City's Historic Sites Inventory.[2] On June 26, 2024, the Planning Commission approved a Plat Amendment to create a 5,612-square-foot Lot for the Significant Historic Site (Planning Commission Packet, Item 6.C; Recording; Exhibit B; June 26, 2024 Final Action Letter).

[1] LMC § 15-2.2-6(B)
[2] LMC § 15-11-10(D)(2)(fj)

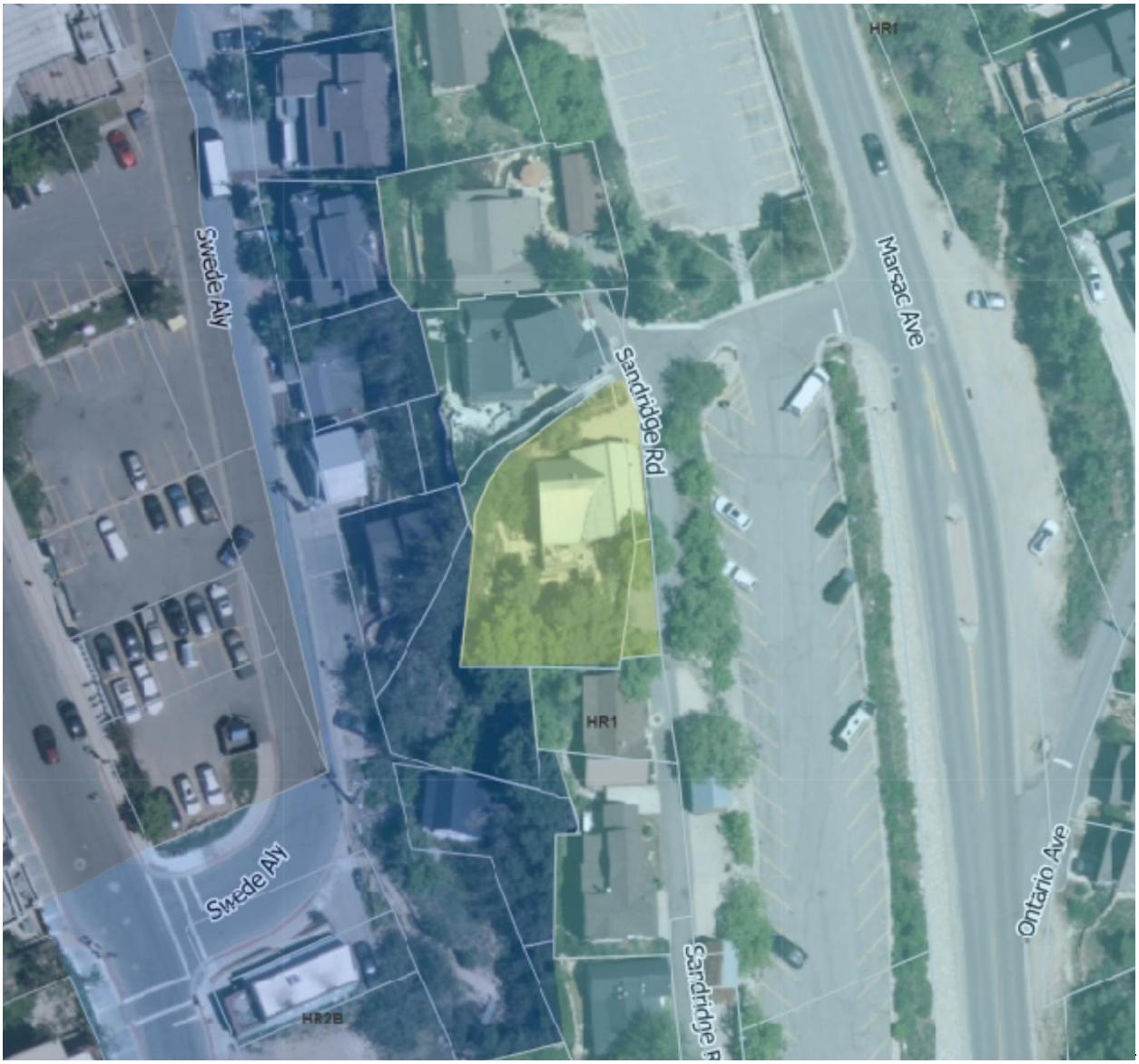


Figure 1 - 218 Sandridge Avenue is highlighted on the Zoning Map in yellow, showing its location west of the Sandridge Parking Lots.

According to the Historic Site Form, the Significant Historic Structure was constructed circa 1889 during the Mature Mining Era (1894 – 1930). Modifications have been made to the Significant Historic Structure over the years and it is not considered eligible for listing on the National Register of Historic Places, but it retains its essential historic form and local designation.

The Applicant's renderings below illustrate changes to the Significant Historic Structure over time when viewed from below looking toward Sandridge Road, including the original 1889 Structure, and additions built in 1900, the 1940s and the 1960s:

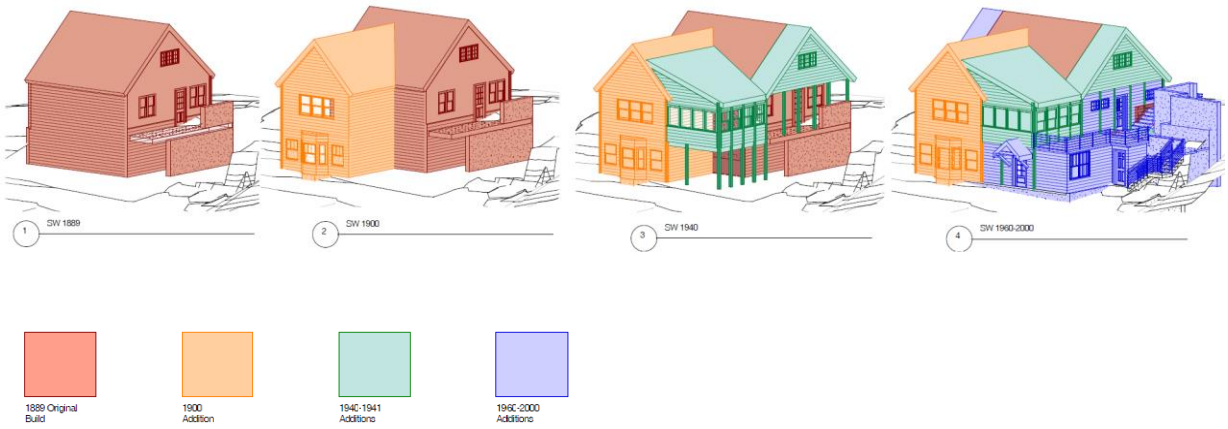


Figure 2 - Applicant's Submittal Showing Additions over Time.

Figure 3 - 1940s Tax Photo from the Historic Site Form looking northerly with Sandridge Road to the right.

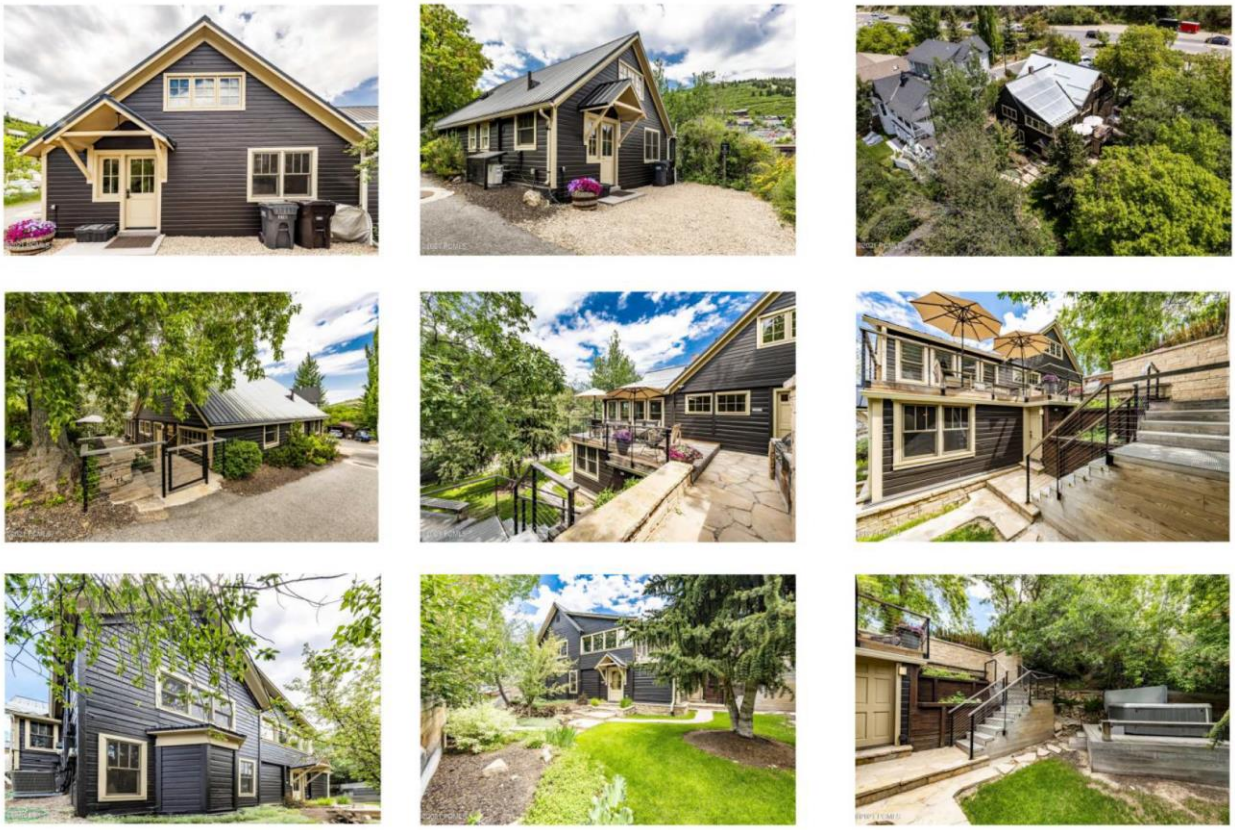


Figure 4 – Photos of the existing structure from the Applicant's Submittal Materials.

Figure 5 - Image taken from 2024 Google Maps looking northwesterly showing the porch that enclosed in the 1960s. Sandridge Road is to the right.

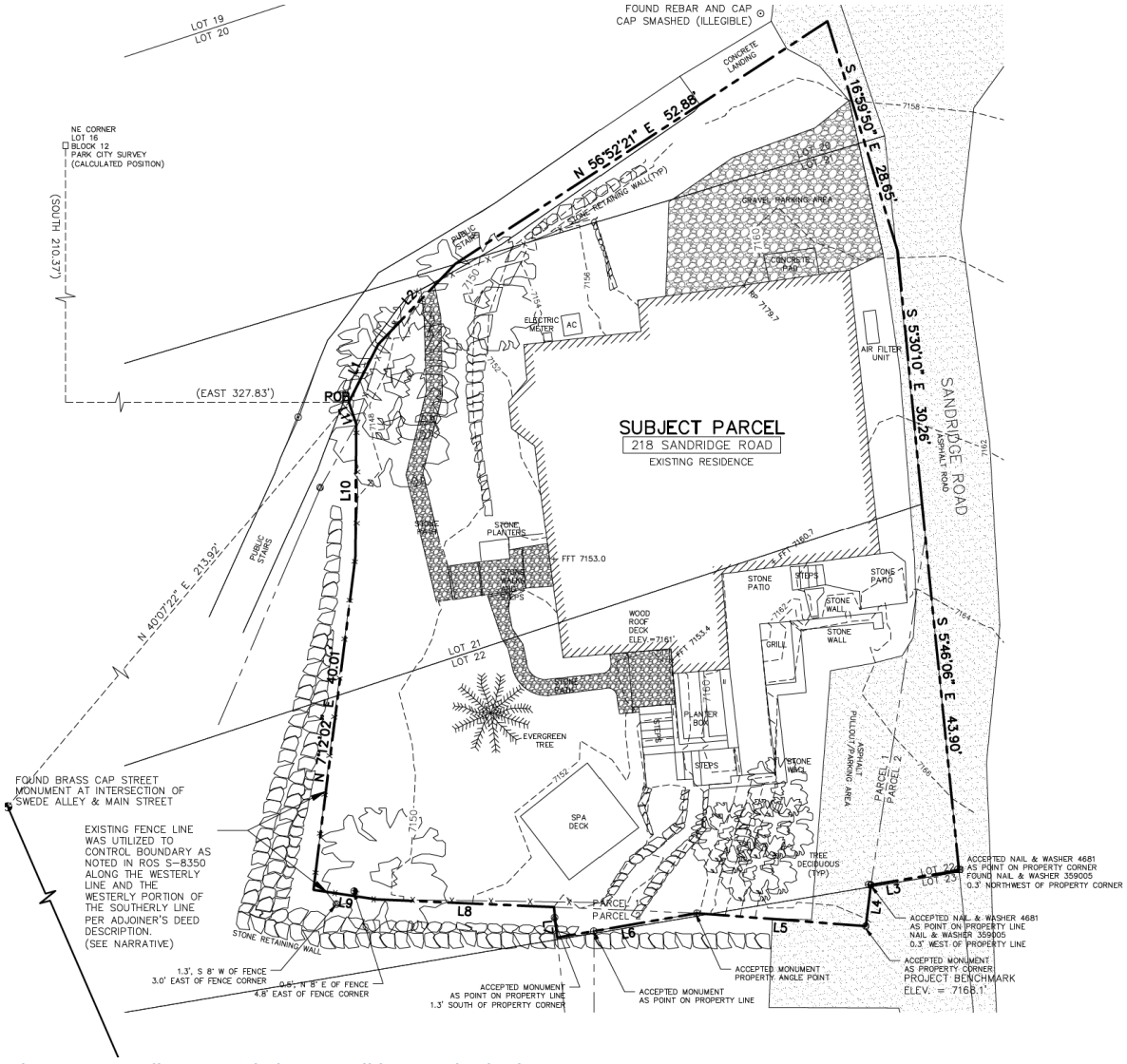


Figure 6 - Applicant's Existing Conditions Submittal.

The Applicant proposes:

- A two-story 556-square-foot detached Accessory Building with a single-car garage and lower-level storage area.
- A two-story 334-square-foot entrance foyer and transitional element for the Significant Historic Structure to provide vertical circulation for the Single-Family Dwelling.
- New living space at the lower and upper levels (no changes proposed to the main entry level).

The scope of the Planning Commission's review regards the SSCUP for the two-story 556-square-foot detached Accessory Building with a single-car garage and lower-level storage area. The entrance foyer and transitional element, and new living spaces at the lower and upper levels do not impact Steep Slope areas. Please see Exhibit C to review the Applicant's Narrative and Exhibit D to review the Applicant's Plans.

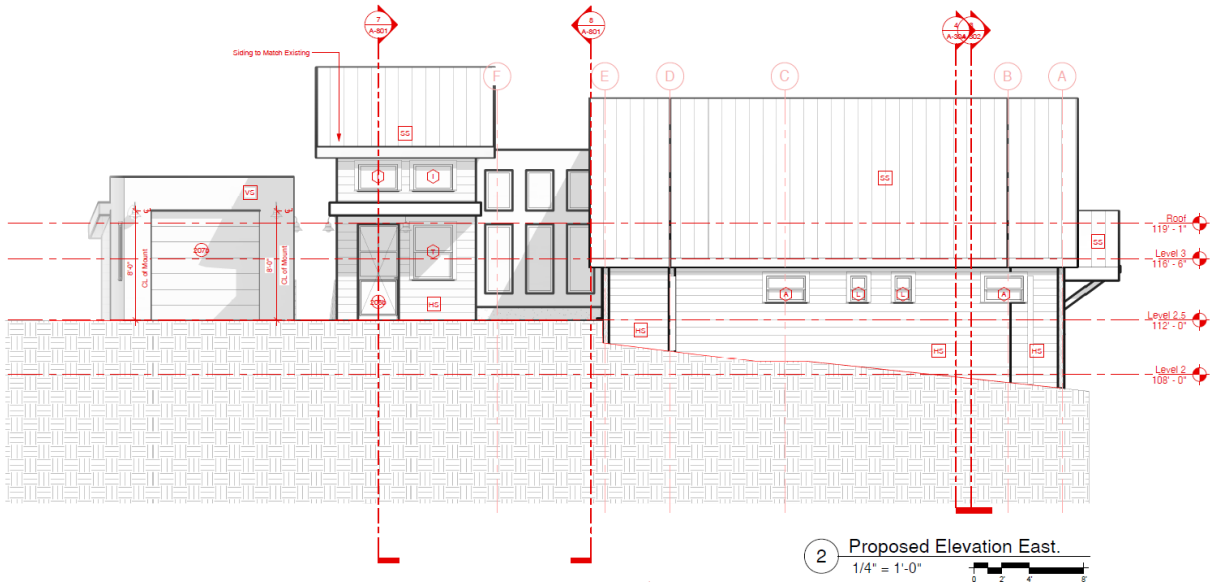


Figure 7 - Proposed transitional element, entry foyer, and detached garage to the left of the Significant Historic Structure, viewed from Sandridge Road.

Figure 8 - Applicant's rendering.

Figure 9 - Applicant's Rendering.

Figure 10 - Applicant's Rendering.

On February 7, 2024, the Historic Preservation Board approved Material Deconstruction for the removal of 48 square feet of the 1940s roof on the rear façade to restore the 1907 roofline and removal of 64 square feet of the rear 1889 roof form to accommodate the proposed rehabilitation and additions (Historic Preservation Board Packet, Item 6.B; Minutes; Exhibit E, February 7, 2024 Final Action Letter).

The Historic Design District Review application is pending recordation of the Plat Amendment and Planning Commission approval of the SSCUP.

Analysis

(I) The proposal for a two-story detached Accessory Building and Addition complies with Land Management Code Chapter 15.2.2 *Historic Residential-1 Zoning District*.

Single-Family Dwellings are an allowed use in the Historic Residential – 1 (HR-1) Zoning District.[3]

The HR-1 Zoning District Lot and Site requirements outlined in LMC § 15-2.2-3 are as follows:

HR-1 Requirement	Analysis of Proposal
Maximum Building Footprint The Maximum Building Footprint is established by Lot size according to the following formula: MAXIMUM FP = (A/2) x $0.9^{A/1875}$ Where FP = maximum Building Footprint and A= Lot Area.	**Complies –** The Lot is 5,612 square feet. The Maximum Building Footprint allowed for a Lot of this size is 2,048 Square Feet. The existing Building Footprint is 1,406 square feet. The proposed Building Footprint, including the detached Accessory Building, is 2,045 Square Feet, an increase of 639 square feet.
Minimum Lot Width 25 feet.	**Complies** – The Lot is 103 feet wide.
Maximum Lot Size The maximum Lot Area for a Single-Family Dwelling is 3,750 square feet.	**Complies** – LMC § 15-2.2-4 exempts Historic Sites from the maximum Lot Area. The 5,612-square-foot Lot for the Significant Historic Site was created through a plat amendment, approved by the Planning Commission on June 26, 2024.
Front and Rear Setbacks For Lots less than 75 feet in depth, the Front and Rear	**Complies** – The Lot depth is less than 75 feet, and 10-foot Front and Rear Setbacks are required. The detached Accessory Building is set back 31 feet from

[3] LMC § 15-2.2-2(A)(1)

Setbacks are 10 feet each.	the rear property line. The proposed detached Accessory Building is set back over 19 feet from Sandridge Road and exceeds the 10-foot Front Setback requirement.
Side Setbacks LMC § 15-2.2-3(J)(10) establishes a three-foot Side Setback for detached Accessory Buildings.	**Complies** – The proposed detached Accessory Building exceeds the required three-foot Side Setback.

Building Height

LMC § 15-2.2-5 establishes a maximum Building Height of 27 feet from Existing Grade. According to the Applicant's roof-over-topography exhibit, while much of the Significant Historic Structure is below the Zoning District Building Height, the highest point of the existing Significant Historic Structure at the rear of the property is 27 feet from Existing Grade. The proposed rear addition, entry foyer, and transitional element are below the 27-foot Zoning District Height. Detached Accessory Buildings may not exceed 18 feet in Building Height from Existing Grade. The proposed detached Accessory Building does not exceed 16 feet in Building Height from Existing Grade.

Interior Building Height

LMC § 15-2.2-5(A) establishes a maximum interior height of 35 feet. The interior Building Height of the detached Accessory Building is less than 20 feet.

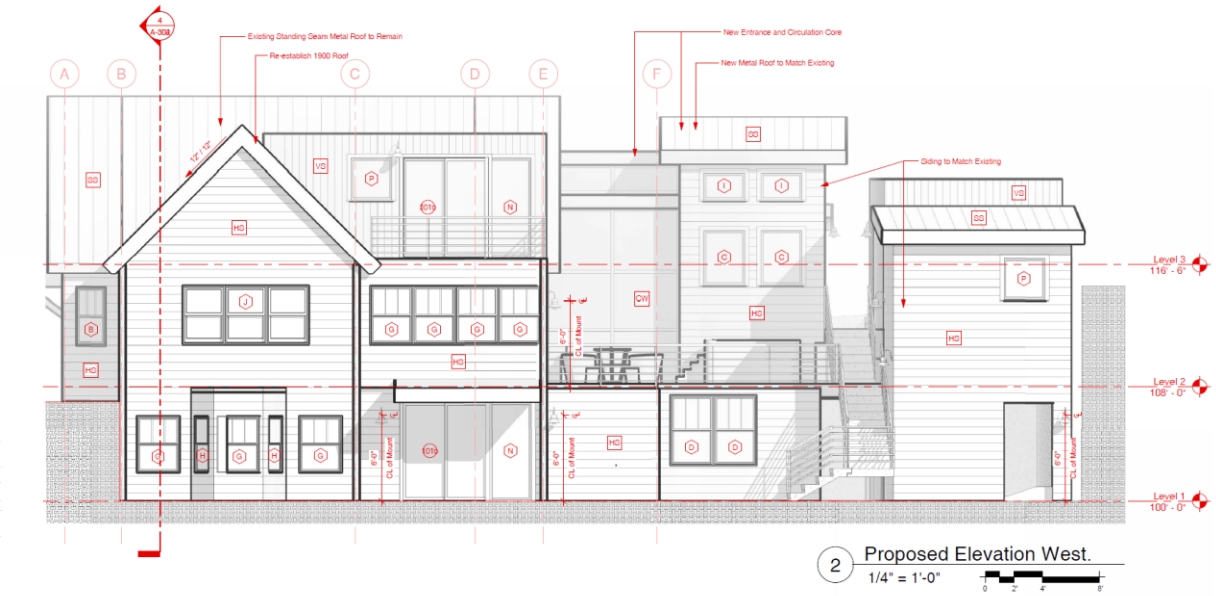


Figure 11 - Detached Accessory Building when viewed from the rear.

Parking

LMC § 15-3-6(A) requires two parking spaces for a Single-Family Dwelling. Currently, vehicles park on a gravel area north of the Significant Historic Structure. While LMC § 15-2.2-4 exempts Historic Sites from parking requirements, the proposed detached Accessory Building includes a single-car garage and provides parking on the driveway for a second vehicle.

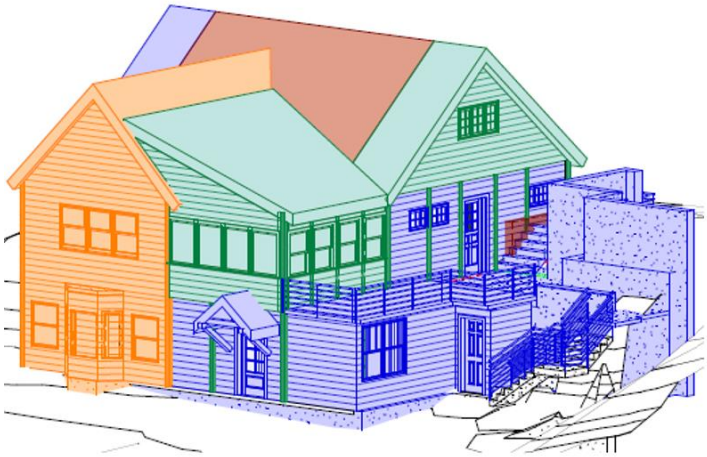
(II) The proposal, as conditioned, complies with the Steep Slope Conditional Use Permit criteria outlined in LMC § 15-2.2-6.

There are certain Uses that, because of unique characteristics or potential impacts on the municipality, surrounding neighbors, or adjacent land Uses, may not be Compatible in some Areas or may be Compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

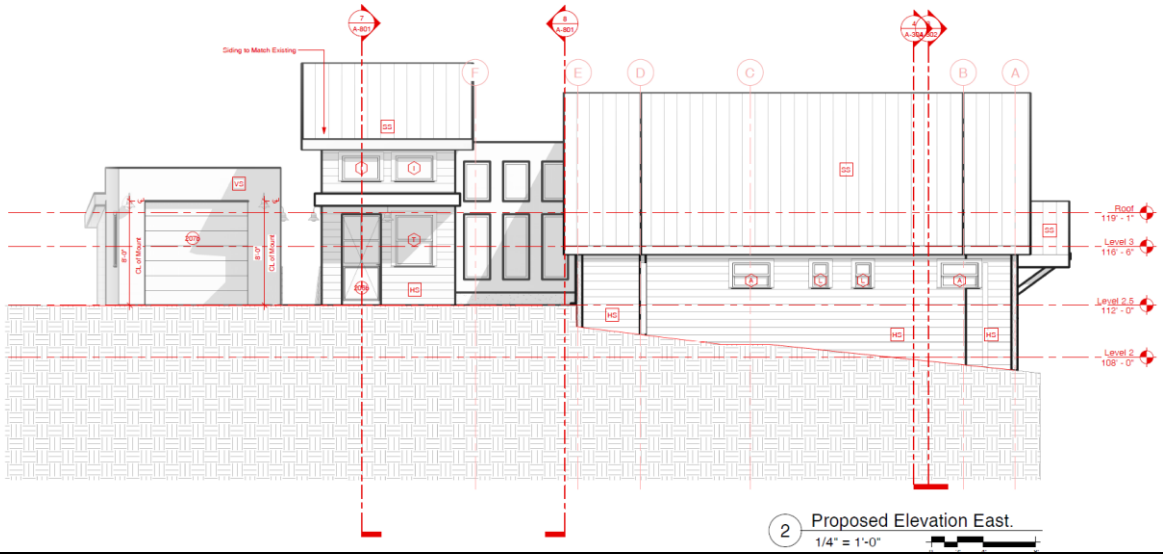
The Planning Commission shall approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards. The Planning Commission may deny the Conditional Use if the proposed Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards. LMC § 15-1-10.

As noted in the Applicant Narrative (Exhibit C), the southern area of the site has a 37.5% Slope and the proposed detached Accessory Building will be constructed on a Steep Slope. No other site disturbances of a Steep Slope are proposed. Pursuant to LMC § 15-2.2-6(A), a SSCUP is required when a Building Footprint exceeds 200 square feet. The detached Accessory Building has a Building Footprint of 278 square feet, and therefore requires a SSCUP.

SSCUP Review Criteria	**Analysis of Proposal**
Location of Development Development is located and designed to reduce visual and environmental impacts of the Structure.	**Condition of Approval Recommended –** The proposed detached Accessory Building will be in part constructed where substantial retaining walls currently exist, highlighted in blue on the Applicant's rendering showing the 1960s additions:

	 The Accessory Building will serve as a retaining structure for this Steep Slope area within the site and the existing retaining walls are proposed to be removed. The front of the Accessory Building is level with Sandridge Road to provide vehicle access to the single-car garage and is smaller in massing compared to the main structure when viewed from the Sandridge Road. The Accessory Building then steps down the slope to the rear of the site. The proposed Accessory Building will impact Significant Vegetation. The Applicant's Existing Conditions submittal shows a deciduous tree that will be removed for the Accessory Building. Condition of Approval 16 requires the Applicant to replace the Significant Vegetation in like and kind in a location to be approved by the Planning Department in compliance with the Wildland Urban Interface and Waterwise Landscaping regulations at the time of building permit review.
Visual Analysis The Applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points:	**Condition of Approval Recommended –** The Visual Analysis provided by the Applicant shows that from Sandridge Road, the detached Accessory Building is smaller in massing and scale compared to the Significant Historic Structure. The detached Accessory Building steps down the slope and will be minimally visible due to Significant Vegetation at the rear of the

to determine potential impacts of the proposed Access, and Building mass and design; and to identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities.	site and the visibility of the site from cross-canyon views.



The Applicant's photo above shows the site when viewed from the rear. The Significant Vegetation to the right will screen the detached Accessory Building when viewed from the rear.

The photo above, taken from Google Maps, shows 218 Sandridge Road when viewed from Swede Alley. The Significant Vegetation will screen the detached Accessory Building. Staff recommends Condition of Approval 17 requiring protection of Significant Vegetation at the rear of the site to screen the detached Accessory Building when viewed from Swede Alley.

Access Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. Shared Driveways and	**Condition of Approval Recommended –** The Detached Accessory Building is proposed to be in part in an area already disturbed with retaining walls on site to create a single-car garage to provide on-site parking. A gravel area to the north of the Significant Historic Structure currently used for parking for the site must be revegetated and landscaped in compliance with LMC Section 15-5-5(N). As a result, staff recommends Condition of Approval 19 to require revegetation and

Parking Areas, and side Access to garages are strongly encouraged, where feasible.	landscaping of existing disturbed areas in compliance with LMC Section 15-5-5(N) *Landscaping* prior to Certificate of Occupancy issuance.
Terracing The project may include terraced retaining Structures if necessary to regain Natural Grade.	**Condition of Approval Recommended** – The detached Accessory Building is proposed to retain the Steep Slope and existing retaining walls will be removed. Condition of Approval 18 requires the Natural Grade to be restored alongside the detached Accessory Building. Final Grade shall be within four feet of Existing Grade.
Building Location Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and to provide variation of the Front Yard.	**Condition of Approval Recommended** – The location of the detached Accessory Building is partially disturbed with substantial retaining walls. The detached Accessory Building will retain the Steep Slope and reduce the retaining walls. Condition of Approval 19 requires the existing gravel parking area to the north of the Significant Historic Structure to be revegetated in accordance with the requirements of LMC Section 15-15(N) *Landscaping* prior to issuance of a Certificate of Occupancy to restore landscaping in the front yard and to shift parking to the detached Accessory Building and driveway. Parking shall be restricted to the single-car garage and driveway.
Building Form and Scale Where Building masses orient against the Lot's existing contours, the Structures must be stepped with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are	**No Mitigation Required –** LMC Section 15-13-2(B)(9) *New Accessory Buildings – Regulations for Historic Residential Sites*, requires: New detached garages to have a maximum interior dimension of twelve feet in width. The proposal complies. Single-car wide tandem garages are recommended. The Applicant proposes a single-car garage with tandem parking in the driveway. Garage doors shall not exceed nine feet in width by

strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Commission may require a garage separate from the main Structure or no garage.	nine feet in height. The proposed garage door is less than the maximum allowed dimensions. Accessory Buildings may not exceed 50% of the footprint of the Historic Structure. The footprint of the Historic Structure is 1,406 square feet. The footprint of the detached Accessory Building is 278 square feet, and therefore complies. The detached Accessory Building is subordinate to the existing structure.

Accessory Buildings must be compatible with the character area. Sandridge Road is a distinct character area with historic Accessory Buildings along Sandridge Road:

Figure 12 - Historic Accessory Building at 130 Sandridge Road.

Figure 13 - Historic Garage at 152 Sandridge Road.

Figure 14 - Historic Accessory Structure at 164 Sandridge Road.

Figure 15 - Detached Historic Garage at 228 Sandridge Road.

Setbacks The Planning Commission may require an increase in one or more Setbacks to minimize the creation of a "wall effect" along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures.	**No Mitigation Recommended** – The proposed façade along Sandridge Road is varied. The detached Accessory Building provides architectural variation to the Significant Historic Structure, and is set back behind the Historic Structure, preventing a Wall Effect.
Dwelling Volume The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this	**No Mitigation Recommended** – The detached Accessory Building is smaller in scale and massing in comparison to the Significant Historic Structure and is compatible with Accessory Buildings within the Sandridge Road character area.

Chapter. The Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures.	
Building Height The Zone Height in the HR-1 District is twenty-seven feet (27'). The Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and the Historic character of the neighborhood's existing residential Structures.	**No Mitigation Recommended –** While detached Accessory Buildings may be 18 feet in Building Height from Existing Grade, the detached Accessory Building is ten feet in height when viewed from Sandridge Road and is sixteen feet in height from Existing Grade at its highest point, when viewed from the rear of the property.

(III) The Development Review Committee reviewed the proposal on October 3, 2023, and May 7, 2024, and requires Conditions of Approval.[4]

The Development Review Committee requires Conditions of Approval 5 through 15 in the Draft Final Action Letter to address the detached Accessory Building construction on a Steep Slope (Exhibit A).

Department Review

The Planning Department and City Attorney's Office reviewed this report.

[4] The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on July 23, 2024. Staff mailed courtesy notice to property owners within 300 feet on July 23, 2024. The *Park Record* published courtesy notice on July 31, 2024.[5]

Public Input

Staff did not receive any public input at the time this report was published.

Alternatives

- The Planning Commission may approve the 218 Sandridge Road SSCUP.
- The Planning Commission may deny the 218 Sandridge Road SSCUP and direct staff to make Findings for the denial.
- The Planning Commission may request additional information and continue the discussion to September 11, 2024.

Exhibits

Exhibit A: Draft Final Action Letter
Exhibit B: June 26, 2024 Final Action Letter
Exhibit C: Applicant's Narrative
Exhibit D: Applicant's Plans
Exhibit E: February 7, 2024 Final Action Letter

[5] LMC § 15-1-21

Planning Department

August 14, 2024

Molly Guinan
Elliott Workgroup

CC: Dennis Hranitzky

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	218 Sandridge Road Significant Historic Site
Zoning District:	Historic Residential – 1
Application:	Steep Slope Conditional Use Permit to construct a 556-square-foot detached Accessory Building.
Project Number:	PL-24-06059
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	August 14, 2024
Project Summary:	The Applicant proposes constructing a 556-square-foot detached Accessory Building for a single-car garage and lower-level storage area.

Action Taken

On August 14, 2024, the Planning Commission conducted a public hearing and approved the Steep Slope Conditional Use Permit for a detached Accessory Building at 218 Sandridge Road, a Significant Historic Site, according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. 218 Sandridge Road, also known as the Ingrid Parsons House, is a Significant Historic Site on Park City's Historic Sites Inventory in the Historic Residential – 1 Zoning District.

2. On June 26, 2024, the Planning Commission approved a Plat Amendment to create a 5,612-square-foot Lot for the Significant Historic Site.
3. According to the Historic Site Form, the Significant Historic Structure was constructed circa 1889 during the Mature Mining Era (1894 – 1930). Modifications have been made to the Significant Historic Structure over the years and it is not considered eligible for listing on the National Register of Historic Places, but it retains its essential historic form and local designation.
4. The Applicant proposes:
    a. A two-story 556-square-foot detached Accessory Building with a single-car garage and lower-level storage area.
    b. A two-story 334-square-foot entrance foyer and transitional element for the Significant Historic Structure to provide vertical circulation for the Single-Family Dwelling.
    c. New living space at the lower and upper levels (no changes proposed to the main entry level).
5. The scope of the Planning Commission's review regards the SSCUP for the two-story 556-square-foot detached Accessory Building with a single-car garage and lower-level storage area. The entrance foyer and transitional element, and new living spaces at the lower and upper levels do not impact Steep Slope areas.
6. On February 7, 2024, the Historic Preservation Board approved Material Deconstruction for the removal of 48 square feet of the 1940s roof on the rear façade to restore the 1907 roofline and removal of 64 square feet of the rear 1889 roof form to accommodate the proposed rehabilitation and additions.
7. The Historic Design District Review application is pending recordation of the Plat Amendment and Planning Commission approval of the SSCUP.
8. **Historic Residential – 1 Zoning District Requirements:**
    a. **Use:** Single-Family Dwellings are an allowed use in the Historic Residential – 1 (HR-1) Zoning District.
    b. **Maximum Building Footprint:** The Maximum Building Footprint is established by Lot size according to the following formula: MAXIMUM FP = (A/2) x $0.9^{A/1875}$ (where FP = maximum Building Footprint and A= Lot Area).
    c. The Lot is 5,612 square feet. The Maximum Building Footprint allowed for a Lot of this size is 2,048 Square Feet.
    d. The existing Building Footprint is 1,406 square feet. The proposed Building Footprint, including the detached Accessory Building, is 2,045 Square Feet, an increase of 639 square feet.

e. **Lot Width:** The minimum Lot Width is 25 feet. The Lot is 103 feet wide.
f. **Maximum Lot Size:** The maximum Lot Area for a Single-Family Dwelling is 3,750 square feet. LMC § 15-2.2-4 exempts Historic Sites from the maximum Lot Area. The 5,612-square-foot Lot for the Significant Historic Site was created through a plat amendment, approved by the Planning Commission on June 26, 2024.
g. **Front and Rear Setbacks:** For Lots less than 75 feet in depth, the Front and Rear Setbacks are 10 feet each. The Lot depth is less than 75 feet, and 10-foot Front and Rear Setbacks are required. The detached Accessory Building is set back 31 feet from the rear property line. The proposed detached Accessory Building is set back over 19 feet from Sandridge Road and exceeds the 10-foot Front Setback requirement.
h. **Building Height:** LMC § 15-2.2-5 establishes a maximum Building Height of 27 feet from Existing Grade. According to the Applicant's roof-over-topography exhibit, while much of the Significant Historic Structure is below the Zoning District Building Height, the highest point of the existing Significant Historic Structure at the rear of the property is 27 feet from Existing Grade. The proposed rear addition, entry foyer, and transitional element are below the 27-foot Zoning District Height. Detached Accessory Buildings may not exceed 18 feet in Building Height from Existing Grade. The proposed detached Accessory Building does not exceed 16 feet in Building Height from Existing Grade.
i. **Interior Building Height:** LMC § 15-2.2-5(A) establishes a maximum interior height of 35 feet. The existing structure has a maximum interior height of 25 feet and the addition has a maximum interior height of 25 feet.
j. **Parking:** LMC § 15-3-6(A) requires two parking spaces for a Single-Family Dwelling. Currently, vehicles park on a gravel area north of the Significant Historic Structure. While LMC § 15-2.2-4 exempts Historic Sites from parking requirements, the proposed detached Accessory Building includes a single-car garage and provides parking on the driveway for a second vehicle.

9. **Steep Slope Conditional Use Permit Criteria**
   a. **Location of Development:** Development is located and designed to reduce visual and environmental impacts of the Structure. The Accessory Building will serve as a retaining structure for this Steep Slope area within the site and the existing retaining walls are proposed to be removed.

b. **Visual Analysis:** The Applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points: to determine potential impacts of the proposed Access, and Building mass and design; and to identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities. The Visual Analysis provided by the Applicant shows that from Sandridge Road, the detached Accessory Building is smaller in massing and scale compared to the Significant Historic Structure. The detached Accessory Building steps down the slope and will be minimally visible due to Significant Vegetation at the rear of the site and the visibility of the site from cross-canyon views.
c. **Access:** Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. Shared Driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible. The Detached Accessory Building is proposed to be in part in an area already disturbed with retaining walls on site to create a single-car garage to provide on-site parking. A gravel area to the north of the Significant Historic Structure currently used for parking for the site must be revegetated and landscaped in compliance with LMC Section 15-5-5(N).
d. **Terracing**: The detached Accessory Building is proposed to retain the Steep Slope and existing retaining walls will be removed. Natural Grade is required to be restored alongside the detached Accessory Building. Final Grade shall be within four feet of Existing Grade.
e. **Building Location**: Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and to provide variation of the Front Yard. The location of the detached Accessory Building is partially disturbed with substantial retaining walls. The detached Accessory Building will retain the Steep Slope and reduce the retaining walls. The existing gravel parking area to the north of the Significant Historic Structure shall be revegetated in accordance with the requirements of LMC Section 15-15(N) *Landscaping* prior to issuance of a Certificate of Occupancy to restore landscaping in

the front yard and to shift parking to the detached Accessory Building and driveway.

f. **Building Form and Scale:** where Building masses orient against the Lot's existing contours, the Structures must be stepped with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Commission may require a garage separate from the main Structure or no garage. LMC Section 15-13-2(B)(9) *New Accessory Buildings – Regulations for Historic Residential Sites*, requires:
    i. New detached garages to have a maximum interior dimension of twelve feet in width. The proposal complies.
    ii. Single-car wide tandem garages are recommended. The Applicant proposes a single-car garage with tandem parking in the driveway.
    iii. Garage doors shall not exceed nine feet in width by nine feet in height. The proposed garage door is less than the maximum allowed dimensions.
    iv. Accessory Buildings may not exceed 50% of the footprint of the Historic Structure. The footprint of the Historic Structure is 1,406 square feet. The footprint of the detached Accessory Building is 278 square feet, and therefore complies. The detached Accessory Building is subordinate to the existing structure.
    v. Accessory Buildings must be compatible with the character area. Sandridge Road is a distinct character area with historic Accessory Buildings along Sandridge Road.
g. **Setbacks:** The Planning Commission may require an increase in one or more Setbacks to minimize the creation of a "wall effect" along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures. The proposed façade along Sandridge Road is varied. The detached Accessory Building provides architectural variation to the Significant Historic Structure, and is set back behind the Historic Structure, preventing a Wall Effect.
h. **Dwelling Volume:** The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this

Chapter. The Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures.

i. **Building Height:** The Zone Height in the HR-1 District is twenty-seven feet (27'). The Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and the Historic character of the neighborhood's existing residential Structures. While detached Accessory Buildings may be 18 feet in Building Height from Existing Grade, the detached Accessory Building is ten feet in height when viewed from Sandridge Road and is sixteen feet in height from Existing Grade at its highest point, when viewed from the rear of the property.

10. **Development Review Committee**: The Committee reviewed the proposal on October 3, 2023, and May 7, 2024, and recommends Conditions of Approval 5-15.
11. **Public Notice:** Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on July 23, 2024. Staff mailed courtesy notice to property owners within 300 feet on July 23, 2024. The *Park Record* published courtesy notice on July 31, 2024.

Conclusions of Law

1. The detached Accessory Building, as conditioned below, complies with LMC Chapter 15-2.2 *Historic Residential -1 Zoning District* and Section 15-2.2-6 *Development on Steep Slopes*.

Conditions of Approval

1. Final building plans and construction details for the detached Accessory Building shall reflect substantial compliance with the plans approved August 14, 2024, by the Planning Commission. Any changes, modifications, or deviations from the approved design that have not been approved in advance by the Planning and Building Departments may result in a stop work order.
2. The Applicant is responsible for notifying the Planning Department prior to making any changes to the approved plans. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or designee prior to construction.

3. The Applicant shall receive approval of a Historic District Design Review Permit prior to Building Permit submittal.
4. If the Applicant does not obtain a complete building permit within one year of the date of this approval, this Steep Slope Conditional Use Permit approval will expire unless the Applicant submits a written extension request to the Planning Department prior to the expiration date and the Planning Director approves an extension.
5. Residential fire sprinklers are required for all new or renovation construction on this lot, pursuant to the requirements of the Chief Building Official.
6. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore not regulated by the City for mine related impacts. If the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.
7. Any areas disturbed during construction surrounding the proposed work shall be brought back to its original state.
8. All exterior lighting shall be down directed and fully shielded with bulbs 3,000 degrees Kelvin or less and shall comply with the City's Dark Sky Code in LMC Section 15-5-5(J). Final lighting details must be reviewed and approved by Planning Staff prior to installation.
9. Landscaping shall be water-efficient with drought tolerant plants and water-wise landscaping compliant with LMC Section 15-5-5(N) *Landscaping*.
10. The driveway may not exceed 10 feet in width.
11. Prior to submitting a building permit, the Application shall submit a plan demonstrating how they will provide the temporary shoring needed during construction, subject to City Engineer approval.
12. The Applicant shall submit a geotechnical report and design of the temporary shoring and final slope stability prior at the time of building permit submittal, subject to City Engineer approval.
13. The Applicant shall provide soil stabilization details documenting how the disturbed area will be restored and stabilized, to be approved by the City Engineer with the submittal of a building permit.
14. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.

15. The Engineering Department requires the submittal of a storm drainage analysis. The storm drainage study must include the calculations showing the required storm drainage volume storage to match the pre and post development conditions for a 100-year 24-hour event.
16. The Applicant shall replace the Significant Vegetation impacted by the construction of the detached Accessory Building in like and kind in a location to be approved by the Planning Department in compliance with the Wildland Urban Interface and Waterwise Landscaping regulations at the time of building permit review. The Significant Vegetation replacement shall be planted and inspected prior to issuance of a Certificate of Occupancy.
17. Significant Vegetation at the rear of the site shall be protected and shall screen the detached Accessory Building when viewed from Swede Alley.
18. Natural Grade shall be restored alongside the detached Accessory Building. Final Grade shall be within four feet of Existing Grade.
19. The existing gravel parking area to the north of the Significant Historic Structure shall be revegetated in accordance with the requirements of LMC Section 15-15(N) *Landscaping* prior to issuance of a Certificate of Occupancy and parking shall be restricted to the detached Accessory Building garage and driveway.

If you have questions or concerns regarding this Final Action Letter, please call 435-615-5060 or email planning@parkcity.org.

Sincerely,

Sarah Hall, Planning Commission Chair

Planning Department

June 26, 2024

Molly Guinan
Elliott Workgroup

CC: Dennis Hranitzky

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	218 Sandridge Avenue
Zoning District:	Historic Residential – 1
Application:	Plat Amendment
Project Number:	PL-24-06076
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	June 26, 2024
Project Summary:	The Applicant proposes a Plat Amendment to create a 5,612-square-foot Lot for 218 Sandridge Road, also known as the Ingrid Parsons House, a Significant Historic Site on Park City's Historic Sites Inventory.

Action Taken

On June 26, 2024, the Planning Commission conducted a public hearing and approved the 218 Sandridge Road Plat Amendment according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. 218 Sandridge Road is a Significant Historic Site on the Park City Historic Sites Inventory, constructed during the Mature Mining Era (1894-1930).
2. The property is 5,835 square feet and the Applicant proposes dedicating 233 square feet as Sandridge Road right-of-way, creating a 5,612-square-foot Lot.
3. 218 Sandridge Road is in the Historic Residential – 1 Zoning District, which establishes a maximum Lot size of 3,750 square feet. However, pursuant to Land

Management Code Section 15-2.2-4, Historic Sites are exempt from the maximum Lot size regulations.

4. The Historic Residential – 1 Zoning District requires a minimum Lot width of 25 feet. The proposed Lot is 103 feet wide.
5. The Historic Residential – 1 Zoning District establishes a maximum Building Footprint of 2,048 square feet for a 5,612-square-foot Lot.
6. On June 12, 2024, staff duly noticed a Planning Commission public hearing for June 26, 2024.

Conclusions of Law

1. The 218 Sandridge Avenue Plat Amendment complies with Land Management Code Chapter 15-2.2 *Historic Residential – 1 Zoning District* and Chapter 15-7 *Subdivisions*.
2. There is Good Cause for the Plat Amendment because it creates a Lot for a Significant Historic Site, dedicates 223 square feet at Sandridge Avenue right-of-way, and resolves non-conformities – the Significant Historic Structure straddles portions of Lots 21 and 22 of Block 12 of the Park City Survey, and the Plat Amendment resolves the non-conformity.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer shall review and approve the final form and content of the Plat Amendment for compliance with State law, the Land Management Code, and these Conditions of Approval prior to recordation of the plat.
2. The Applicant shall record this Plat Amendment at the County within one year from the date of Planning Commission approval. If recordation has not occurred within one years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.
3. A plat note shall state the maximum Building Footprint is 2,048 square feet.
4. A 10-foot snow storage easement along Sandridge Road in a form approved by the Engineering Department shall be added to the plat prior to recordation.

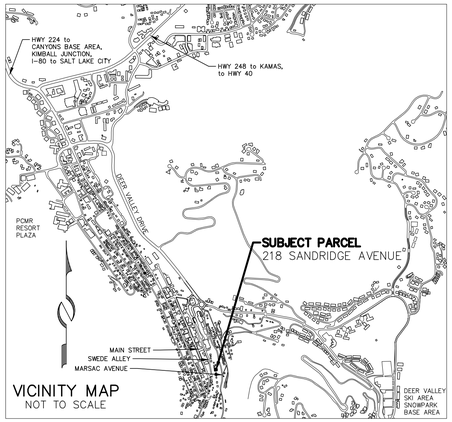
Planning Department

If you have questions or concerns regarding this Final Action Letter, please call Jaron Ehlers or email jaron.ehlers@parkcity.org.

Sincerely,

Sarah Hall, Planning Commission Chair

CC: Jaron Ehlers



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 26°56'04" E	7.71'
L2	N 43°45'13" E	13.27'
L4	S 80°34'58" W	10.65'
L5	S 7°06'13" W	4.95'
L6	N 85°37'21" W	20.21'
L7	S 80°03'58" W	16.81'
L8	N 5°48'16" W	3.65'
L9	N 87°31'31" W	21.18'
L12	N 81°26'33" W	7.60'
L11	N 0°21'15" E	15.86'
L13	N 18°37'05" W	2.77'

LEGAL DESCRIPTION

PARCEL 1

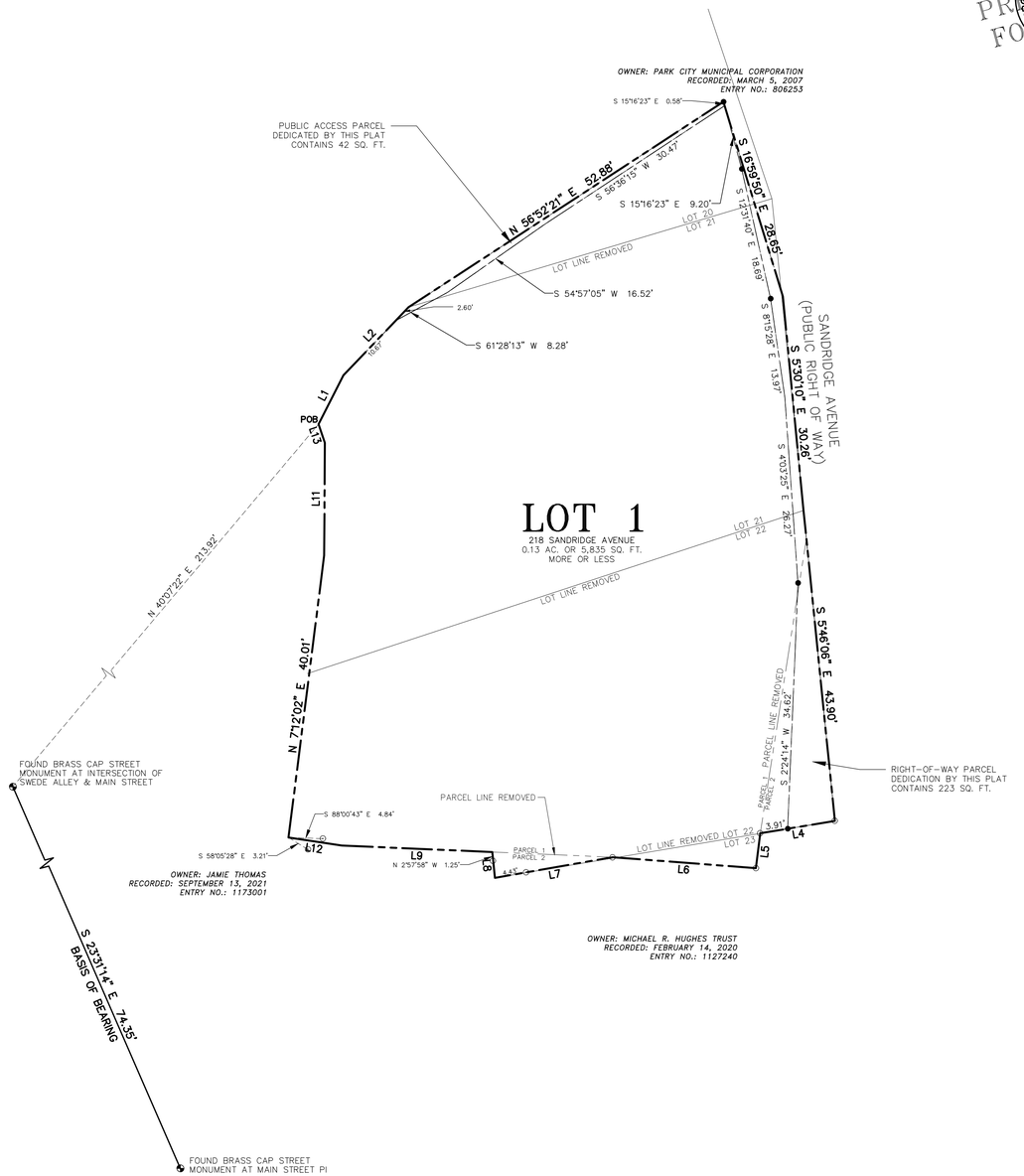
BEGINNING AT A POINT DUE SOUTH 210.37 FEET AND DUE EAST 327.83 FEET FROM THE NORTHEAST CORNER OF LOT 16, BLOCK 12, PARK CITY SURVEY PARK CITY UTAH, AND THENCE RUNNING NORTH 26°56'04" EAST 7.71 FEET ALONG THE SOUTH EASTERLY HAND RAILING OF AN EXISTING WOODEN STAIRWAY; THENCE NORTH 43°45'13" EAST 13.27 FEET; THENCE NORTH 56°52'21" EAST 52.88 FEET TO THE WESTERLY EDGE OF SAND RIDGE ROAD; THENCE SOUTH 16°59'50" EAST 28.65 FEET; THENCE SOUTH 05°02'33" EAST 34.13 FEET; THENCE SOUTH 07°17'37" WEST 45.44 FEET; THENCE NORTH 85°50'10" WEST 21.5 FEET TO AN EXISTING FENCE CORNER; THENCE NORTH 85°50'10" WEST 39.39 FEET; THENCE NORTH 01°51'09" WEST 56.72 FEET ALONG THE TOP OF AN EXISTING ROCK RETAINING WALL TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT A POINT DUE SOUTH 210.37 FEET AND DUE EAST 327.83 FEET FROM THE NORTHEAST CORNER OF LOT 16, BLOCK 12, PARK CITY SURVEY AND RUNNING THENCE NORTH 26°56'04", EAST ALONG THE SOUTHEASTERLY HAND RAILING OF AN EXISTING WOODEN STAIRWAY (7.71 FEET); THENCE NORTH 43°45'13" EAST 13.27 FEET; THENCE NORTH 56°52'21" EAST 52.88 FEET TO THE WESTERLY EDGE OF SANDRIDGE AVENUE; THENCE SOUTH 16°59'50" EAST 28.65 FEET; THENCE SOUTH 5°02'33" EAST 29 FEET MORE OR LESS TO THE SOUTHERLY LOT LINE OF LOT 21, BLOCK 72, PARK CITY SURVEY; THENCE EAST 4 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 21; THENCE NORTH 5°47' WEST 52.2 FEET; THENCE NORTH 19°43' WEST 18 FEET MORE OR LESS, TO A POINT 26 FEET NORTH OF SOUTHERLY LOT LINE OF LOT 20, BLOCK 72; THENCE WESTERLY 17 FEET MORE OR LESS, ALONG THE NORTHERLY PROPERTY LINE TO THE INTERSECTION WITH THE WESTERLY PROPERTY LINE OF A PARCEL CONVEYED TO TRINIDAD M. JARAMILLO AND RECORDED IN BOOK M-229, PAGE 126-C IN THE OFFICIAL RECORDS OF THE SUMMIT COUNTY RECORDER'S OFFICE; THENCE SOUTH 28° EAST 11 FEET MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID JARAMILLO PROPERTY; THENCE SOUTH 53° WEST ALONG A WOODEN STAIRWAY 63 FEET; THENCE SOUTH 39°03' WEST 6 FEET MORE OR LESS TO A PROPERTY LINE; THENCE SOUTH 13°35'30" EAST 23 FEET MORE OR LESS, THENCE NORTH 1°51'09" NORTH 18 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL 2

THE EAST HALF OF LOT 22, BLOCK 72, MILLSITE PARK CITY LESS THE FOLLOWING DESCRIBED PARCEL: A PART OF TRACT BEGINNING AT A POINT DUE SOUTH 210.37 FEET AND DUE EAST 327.83 FEET FROM THE NORTHEAST CORNER OF LOT 16, BLOCK 12, PARK CITY SURVEY; AND THENCE RUNNING NORTH 26°56'04" EAST ALONG THE SOUTH EASTERLY HAND RAILING OF AN EXISTING WOODEN STAIRWAY; THENCE NORTH 43°45'13" EAST 13.27 FEET; THENCE NORTH 56°52'21" EAST 52.88 FEET TO THE WESTERLY EDGE OF SAND RIDGE ROAD; THENCE SOUTH 16°59'50" EAST 28.65 FEET; THENCE SOUTH 5°02'33" EAST 34.13 FEET; THENCE SOUTH 7°17'37" WEST 45.44 FEET; THENCE NORTH 85°50'10" WEST 21.5 FEET TO AN EXISTING FENCE CORNER; THENCE NORTH 85°50'10" WEST 39.39 FEET; THENCE NORTH 1°51'09" WEST 56.72 FEET ALONG THE TOP OF AN EXISTING ROCK RETAINING WALL TO THE POINT OF BEGINNING.



PRELIMINARY FOR REVIEW

PROFESSIONAL LAND SURVEYOR
No. 7248891
CHARLES GALATI
State of Utah

SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold license number 7248891 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act, I further certify that I have completed a survey and have referenced a record of survey map of the existing property boundaries in accordance with Section 17-23-17 and have verified the boundary locations and have placed monuments as represented on the plat. I do further certify that by authority of the owners, I have subdivided said property into a single lot with rights-of way, hereafter to be known as 218 SANDRIDGE AVENUE PLAT AMENDMENT.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be combined into a lot and rights-of-way as set forth to be hereafter known as 218 SANDRIDGE AVENUE PLAT AMENDMENT and do hereby dedicate to the public all rights-of-way shown on this plat as intended for public use.

In witness whereof, the undersigned set his/her hand this _____ day of _____, 2024.

By: _____
DENNIS H. HRANITZKY, OWNER

ACKNOWLEDGEMENT

STATE OF _____)
:ss.
COUNTY OF _____)

On this _____ day of _____, 2024, DENNIS H. HRANITZKY personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence.

Notary Public

_____
Printed Name

Residing in: _____

My commission expires:_____

Commission No._____

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance _____.
2. See Record of Survey S-10675 performed by Alliance Engineering, recorded September 10, 2021 on file and of record in the Office of the Summit County Recorder.

LEGEND

- ● To be set upon recordation of plat 5/8" rebar w/cap "ALLTERRA UTAH" (Unless noted otherwise)
- ⊙ Found Monument (As-Noted)
- ⚽ Found Street Monument (As-Noted)

10' 0 10' 20'
1" = 10' – (24"x36")

PROFESSIONAL LAND SURVEYING AND CONSULTING

ALLTERRA UTAH, LLC

435-640-4200

463 SCENIC HEIGHTS ROAD, FRANCIS, UTAH 84036

218 SANDRIDGE AVENUE PLAT AMENDMENT

AMENDING A PORTION OF LOTS 20, 21, 22 & 23, BLOCK 72, PARK CITY AMENDED SURVEY

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

5/30/24 SHEET 1 OF 1

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	PUBLIC SAFETY ANSWERING POINT APPROVAL	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS___DAY OF _____, 20__	RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THIS___DAY OF _____, 20__	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS___DAY OF _____, 20__	APPROVED AS TO FORM THIS ___DAY OF _____, 20__	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ___ DAY OF _____, 20__	I CERTIFY THIS PLAT WAS APPROVED BY THE PARK CITY COUNCIL THIS ___ DAY OF _____, 20__	APPROVED ON THIS___DAY OF _____, 20__	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
BY_____ SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	BY_____ CHAIR	BY_____ PARK CITY ENGINEER	BY_____ PARK CITY ATTORNEY	BY_____ MAYOR	BY_____ PARK CITY RECORDER	BY_____ SUMMIT COUNTY GIS COORDINATOR	____ FEE _____ RECORDER
							TIME _____ DATE _____ ENTRY NO. _____

218 Sandridge Project Description:

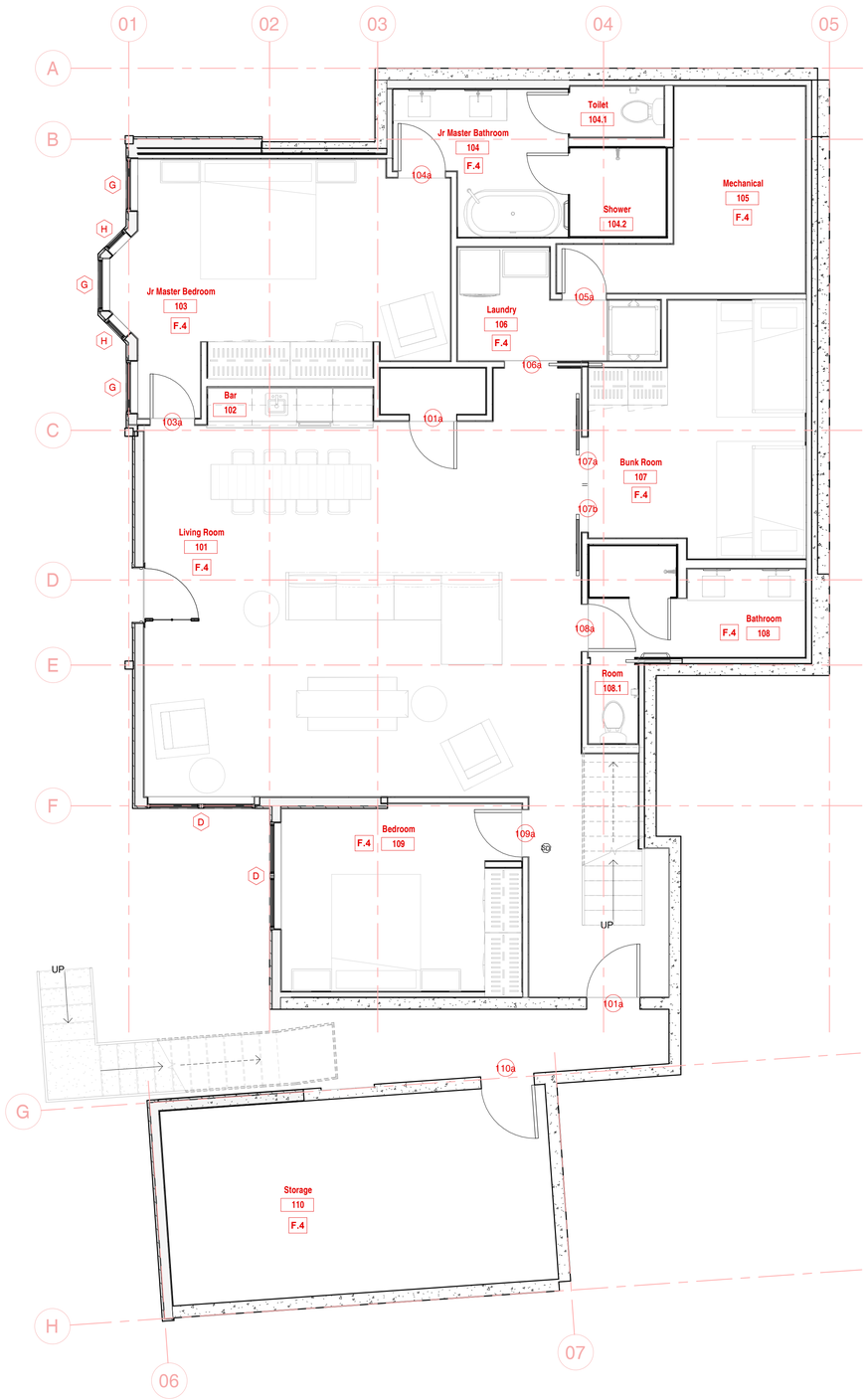
A written statement describing the project that outlines the overall project intent and scope of work. Descriptions shall also indicate the project's compliance with the Development of Steep Slopes Criteria in the Land Management Code (LMC) for the applicable zoning district:
HR-1- LMC 12-2.2-6

218 Sandridge remodel and addition proposes to add the following:
-a detached single car garage with storage below with a building footprint of 278sq ft.
-an attached entrance foyer that centralizes the vertical circulation
-additional living space at upper and lower levels (main entry level remains as existing)

The existing house currently sits on a downhill lot accessed from Sandridge Ave. The existing residence has no garage, and is under the allowed footprint per the LMC. The majority of the project will be modifications to the current footprint, which is on a slope less the 30%.

The south side of the site has a 37.5% (est.) slope where the proposed detached garage will go, the remainder of the site will not be disturbed and is not considered a steep slope. The access to the garage will be on a relatively flat slope with the garage entry level matching that of Sandridge Rd.

The proposed additions to the single-family dwelling are located in a manner that reduces the visual and environmental impacts on the site. At the front of the site along Sandridge Ave, the historic facade and roof line will be maintained. There are existing terraced stone retaining walls along the South East side of the site. These are currently in disrepair and will be removed to accommodate the proposed detached single vehicle garage. From Sandridge Ave, the detached garage will appear as a single-story, single vehicle detached addition, and will appear as a two-story detached garage from the properties rear yard. The rear yard is currently screened from public view by a solid fence that runs between the lot and city public stairs. This is consistent with the design of the existing single family dwelling and neighboring residential lots. 218 Sandridge Ave will remain at a lower height profile than it's Northerly neighbors and will be at a similar height profile or lower than it's Southerly neighbors.



2 Proposed Plan Level 1

1/4" = 1'-0"

0 2' 4' 8'

N

ELLIOTT WORKGROUP LLC

1441 West Ute Blvd, Suite 100
Park City, Utah 84098
435-649-0092 or 801-415-1839
elliottworkgroup.com

ELLIOTT WORKGROUP

Not for Construction

Dennis Hranitzky

Hranitzky Residence

218 Sandridge Road
Park City, UT 84060

SSCUP
Hranitzky Residence

Rev.	Date	Description

ISSUE DATE:	2024.07.02
OWNER PROJECT NO:	.
CONTRACT NO:	.
DRAWN BY:	MJG
CHECKED BY:	LH
DESIGNED BY:	MJG
EWG PROJECT NO:	2022.092
COPYRIGHT:	Elliott Workgroup, LLC

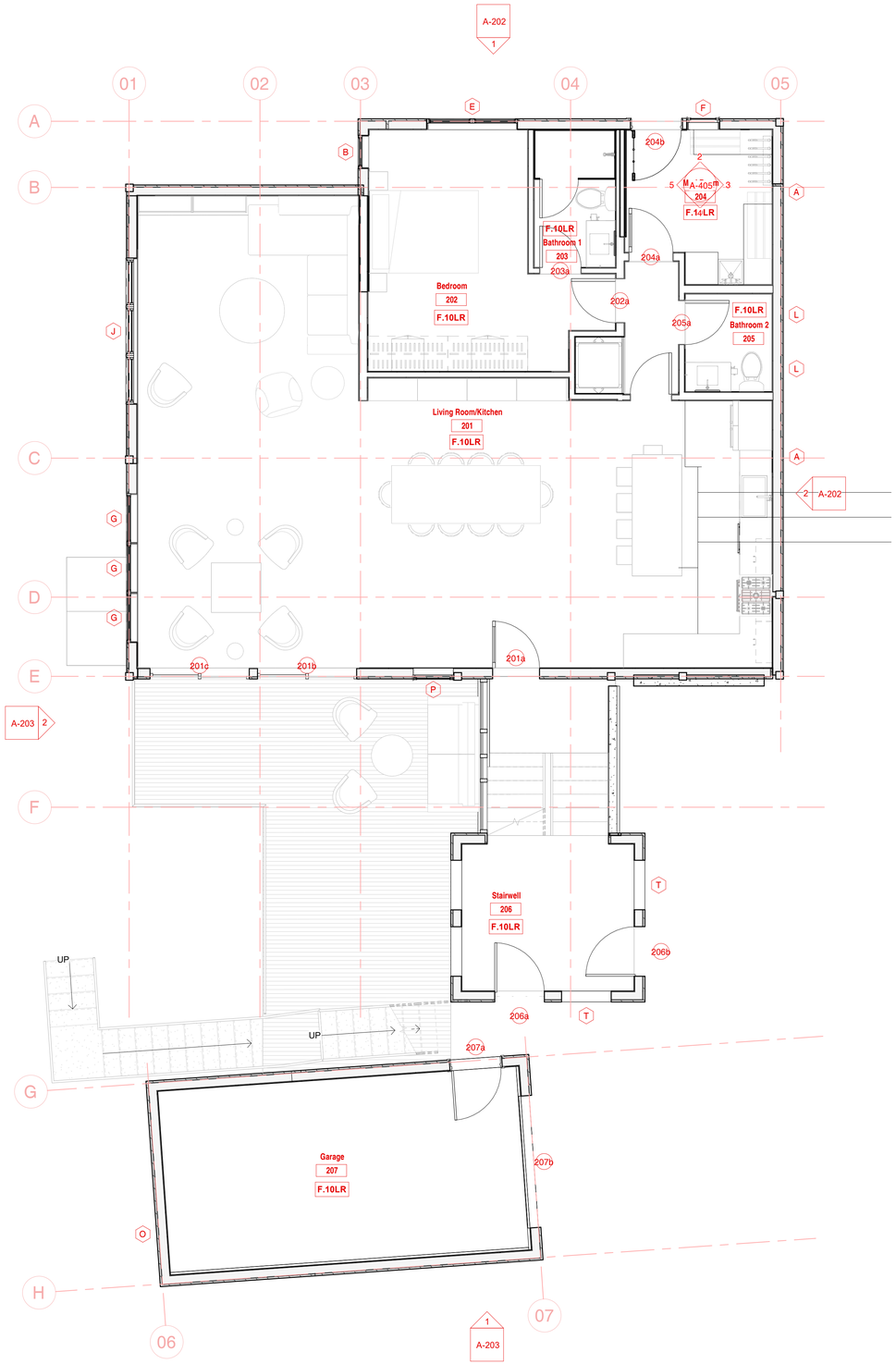
SHEET TITLE

Proposed Floor Plan Level 1

A-100

Autodesk Docs://22-092 Sandridge Road Addition and Remodel/218 Sandridge Model_Renovation_V1.1.rvt

8/6/2024 11:22:35 PM



2 Proposed Plan Level 2

1/4" = 1'-0"

0 2' 4' 8'

N

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Not for Construction

Dennis Hranitzky

Hranitzky Residence

218 Sandridge Road
Park City, UT 84060

SSCUP
Hranitzky Residence

Rev.	Date	Description

ISSUE DATE:	2024.07.02
OWNER PROJECT NO:	.
CONTRACT NO:	.
DRAWN BY:	MJG
CHECKED BY:	LH
DESIGNED BY:	MJG
EWG PROJECT NO:	2022.092

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SHEET TITLE

Proposed Floor Plan Level 2

A-101

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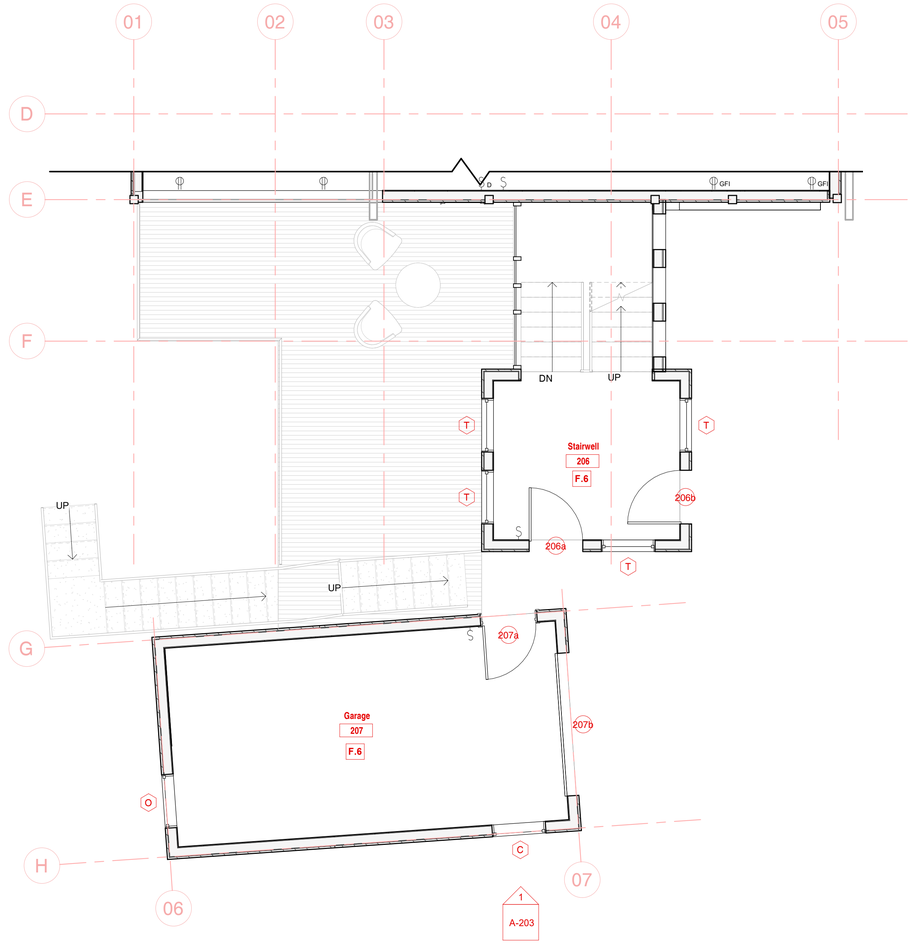

2 Proposed Plan Level 2.5

1/4" = 1'-0"

0 2' 4' 8'

N

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Proposed Floor Plan Level 2.5

A-102

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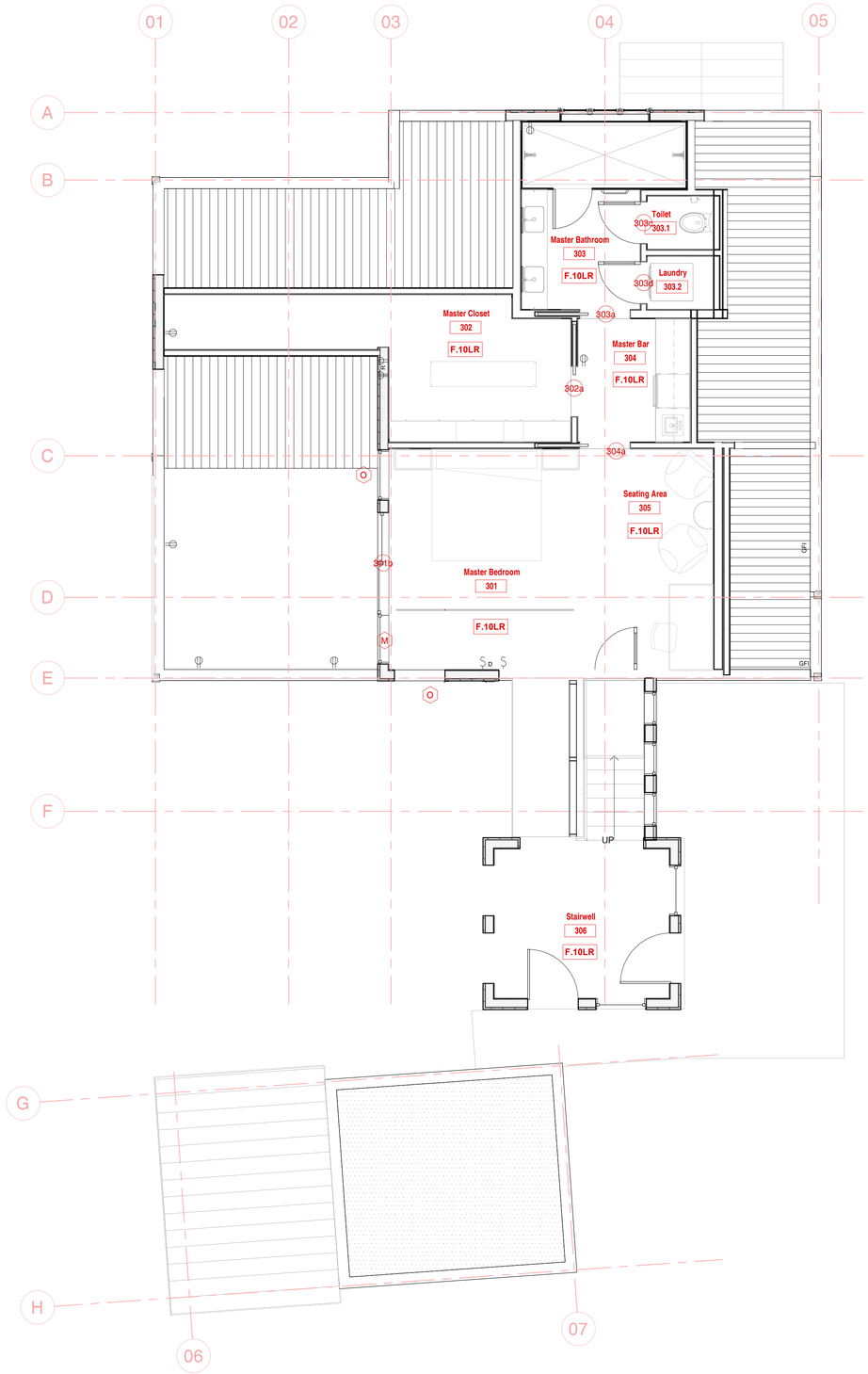

2 Proposed Plan Level 3

1/4" = 1'-0"

0 2' 4' 8'

N

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Proposed Floor Plan Level 3

A-103

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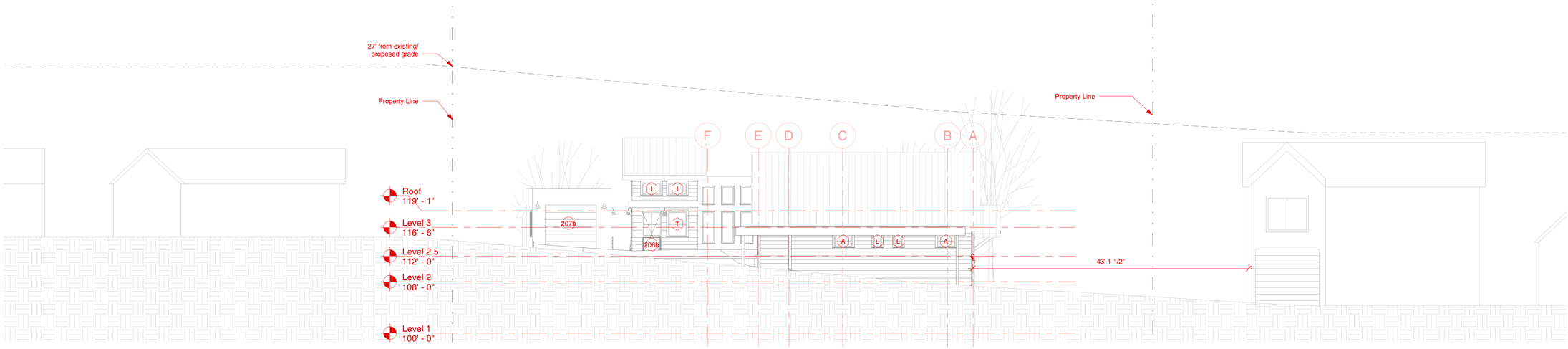

1 Proposed Elevation Streetscape East

1/8" = 1'-0"

0 4' 8' 16'

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Proposed Elevations
Streetscape

A-206

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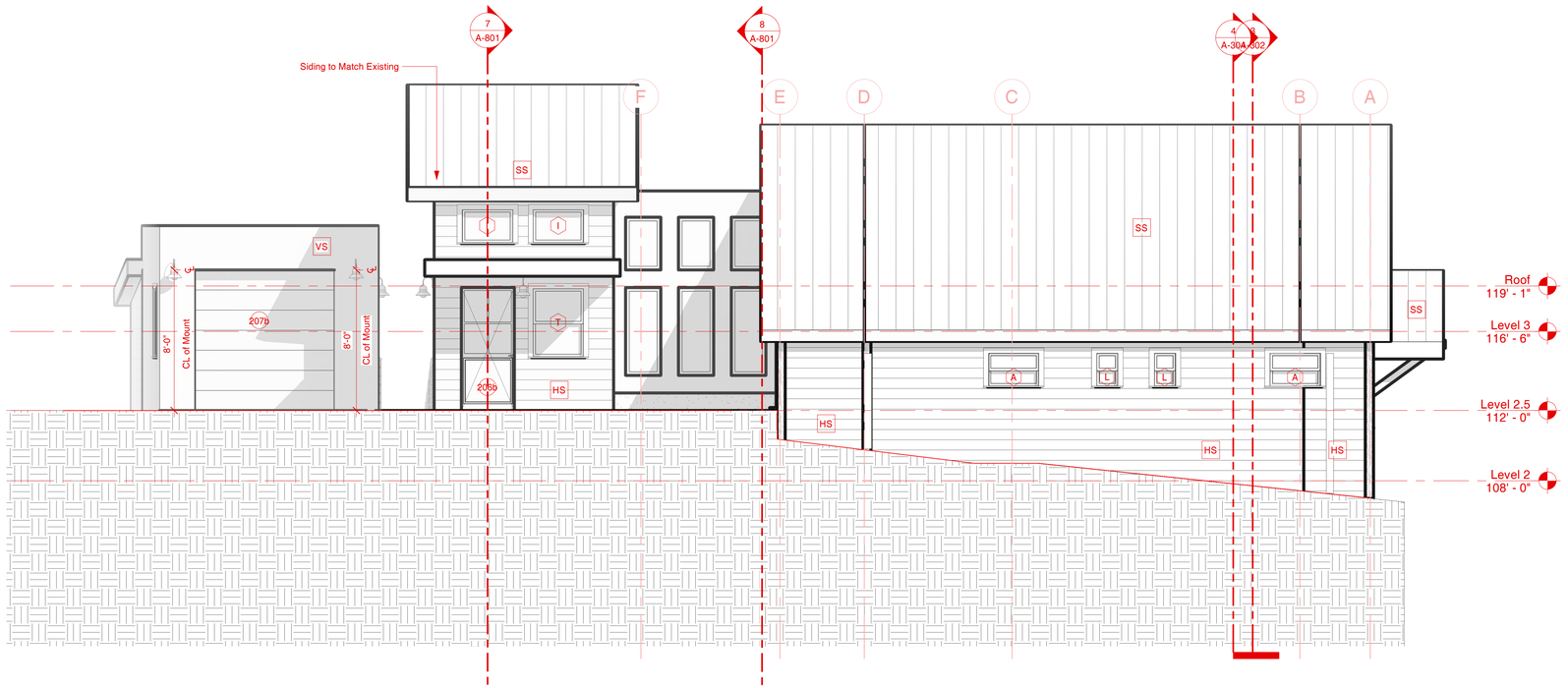
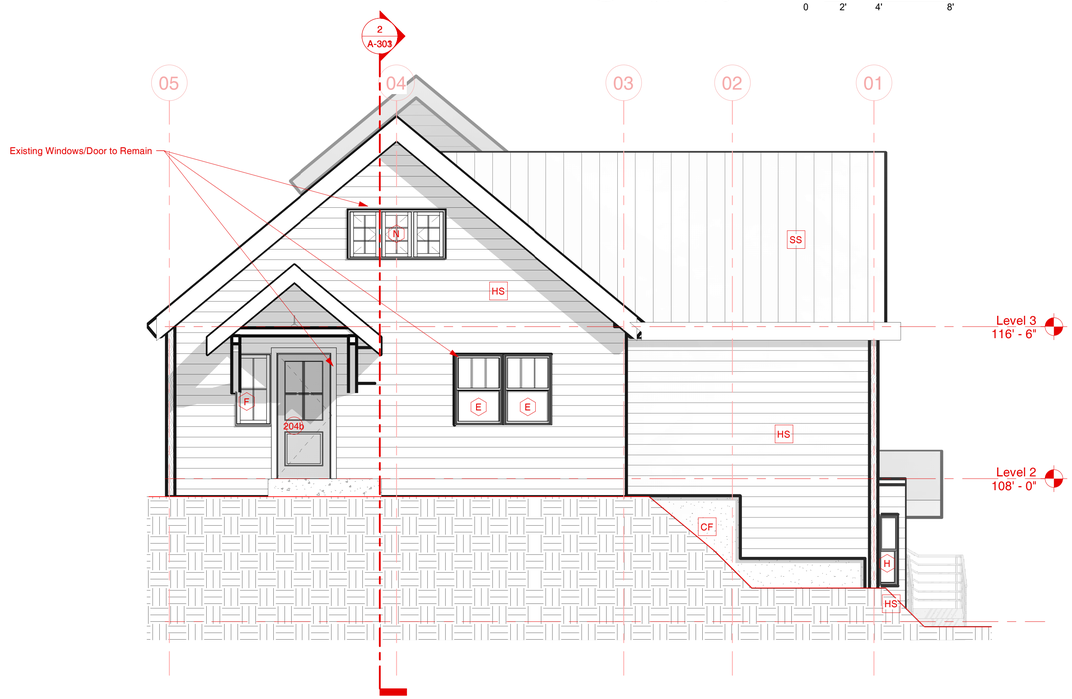


2 Proposed Elevation East.

1/4" = 1'-0"

0 2' 4' 8'



1 Proposed Elevation North.

1/4" = 1'-0"

0 2' 4' 8'

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Hranitzky Residence

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Rev.	Date	Description

ISSUE DATE:	2024.07.02
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CONTRACT NO:	.
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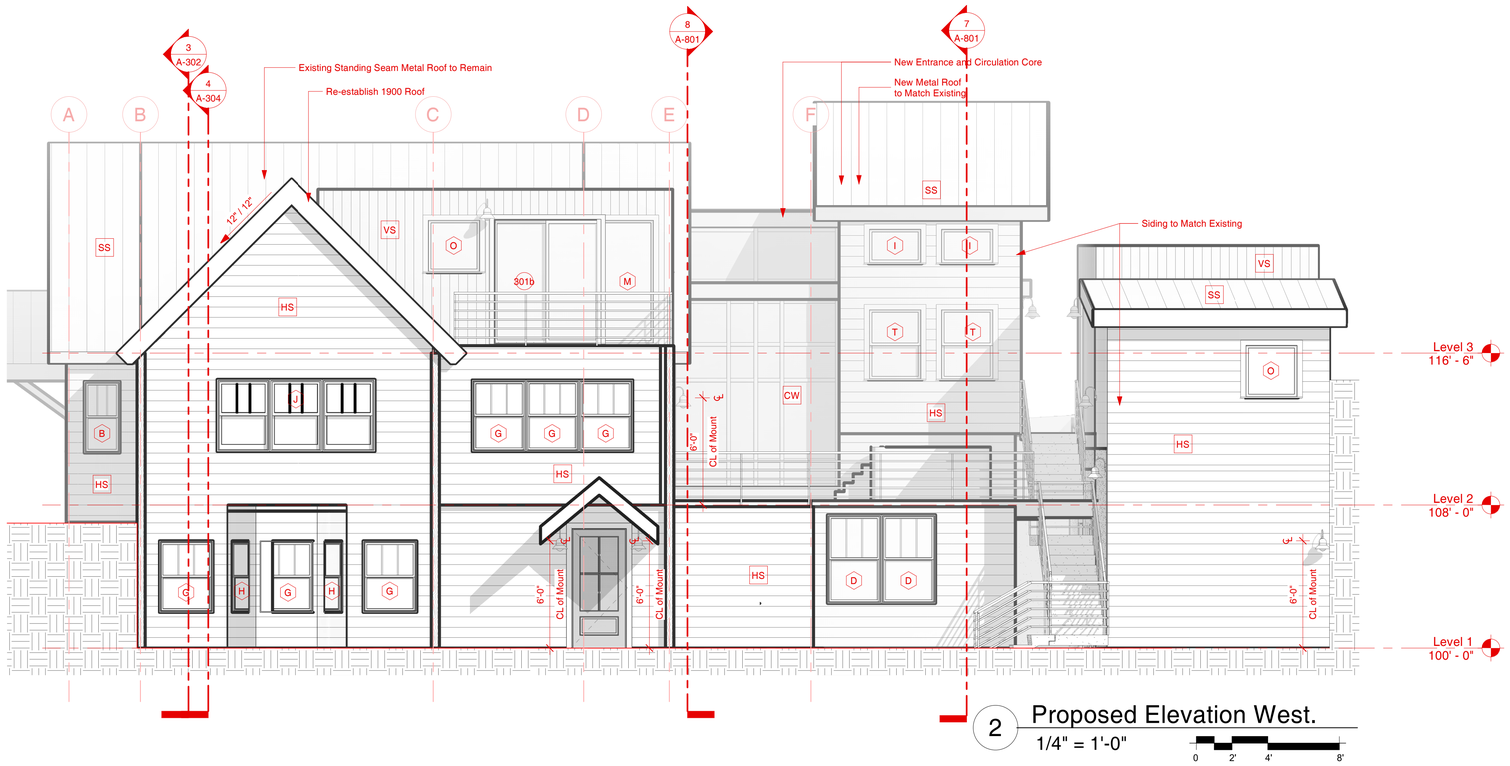
Proposed Elevations North / East

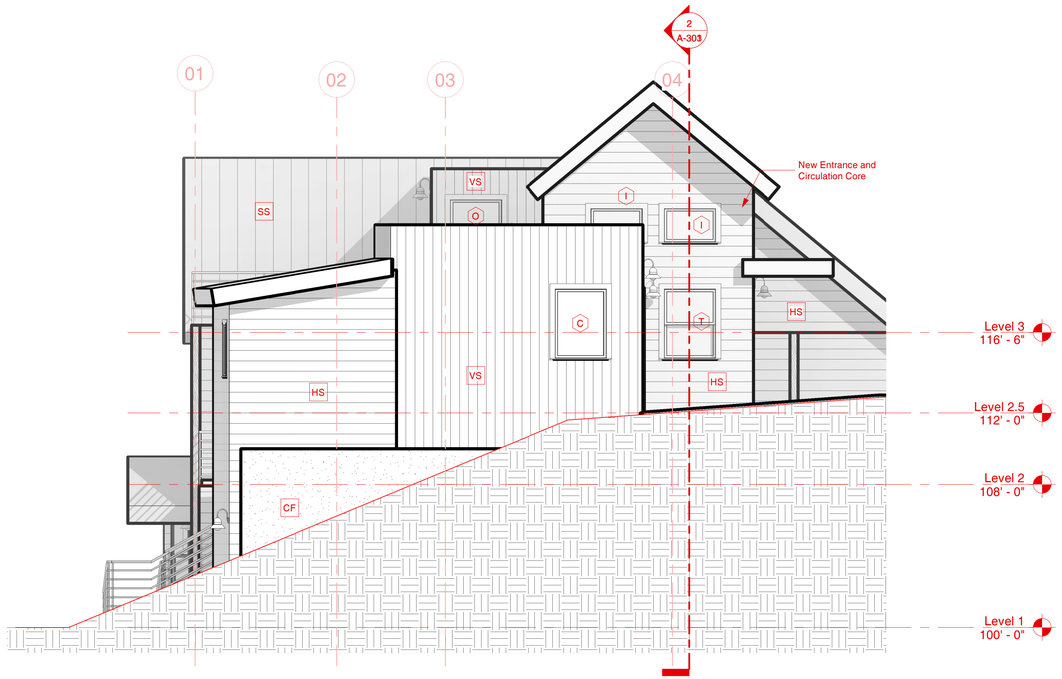
A-207



2 Proposed Elevation West.

1/4" = 1'-0"

0 2' 4' 8'



1 Proposed Elevation South.

1/4" = 1'-0"

0 2' 4' 8'

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Dennis Hranitzky

Hranitzky Residence

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Hranitzky Residence

Rev.	Date	Description

ISSUE DATE:	2024.07.02
OWNER PROJECT NO:	.
CONTRACT NO:	.
DRAWN BY:	MJG
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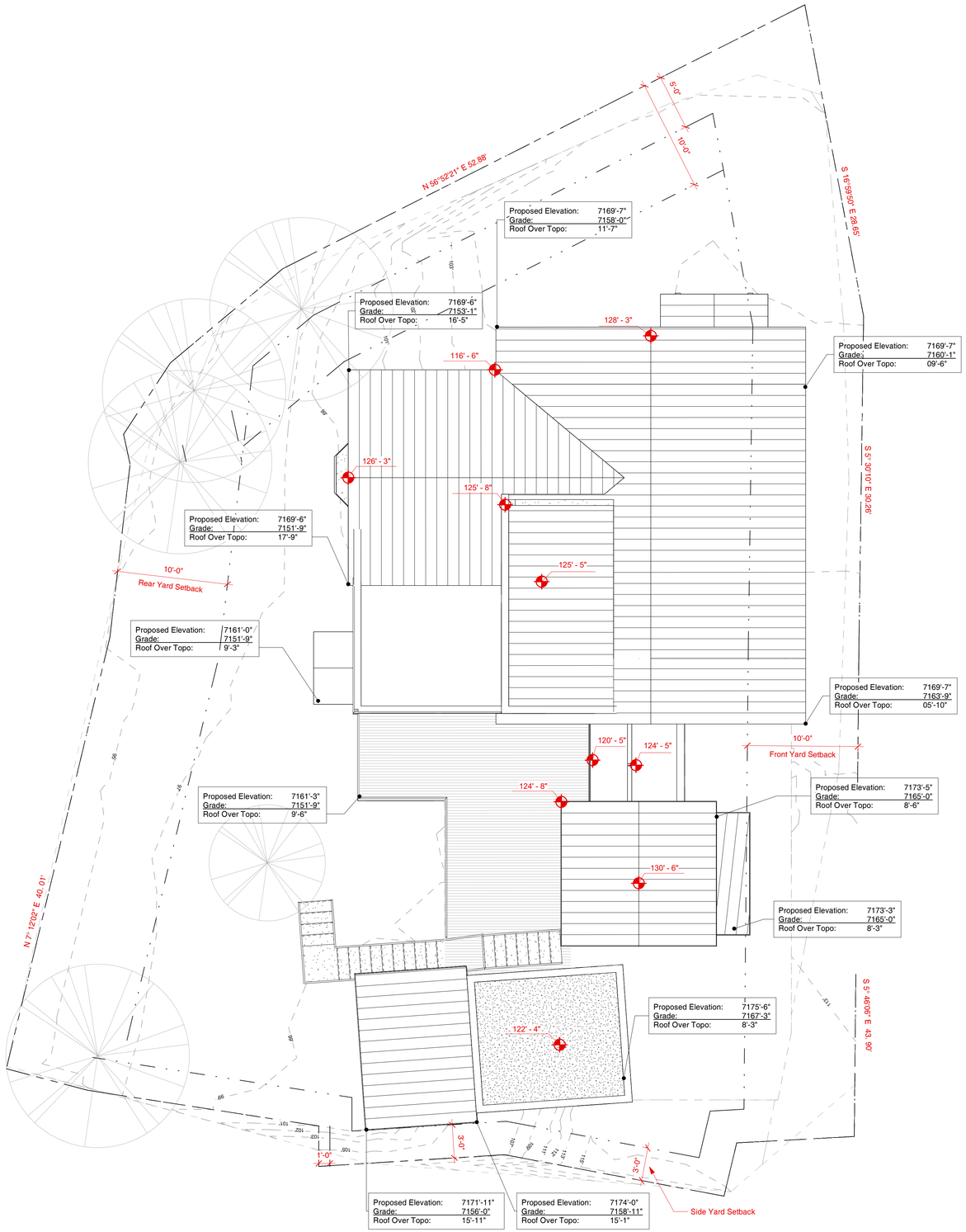
SHEET TITLE

Proposed Elevations South / West

A-208



1 Proposed Roof Over Topo

3/16" = 1'-0"

0 4' 8' 12'

General Notes - Site Plan

1. Refer to Sheet G-002, G-003 & G-004 for General Project Notes.

2. Before Digging or Trenching, Contact 'Blue Stakes' to Locate Underground Utilities.

3. L.O.D. (Limits of Disturbance) shall be Defined by the Area Contained within All Property Lines of the Site and shall Also Include Driveway and Areas of Utility Connection within Right-Of-Way. Total L.O.D. Area is Approximately 5835 sq ft.

4. Building is not Located within the Flood Hazard Zone as Defined by FEMA.

5. Surface Water shall Drain Away from the House at All Points. Direct Drainage Water to the Street or an Approved Drainage Course but not onto Neighboring Properties. The Grade shall Fall a Minimum of 6 Inches within the First 10 Feet. -IRC R401.3

6. Refer to Site Survey on Sheet C-001 for Reference Information.

Notes

1. Scope of Work is Limited to Building Project Area, See Proposed Site Plan AS-002.

2. Refer to Area Plan Sheet G-002 for Additional Building Square Footage Analysis.

Datum Reference

Architectural Elevation 100' - 0" = USGS 7160.7' (Final Site Plan)

Note: USGS Aligns with Approved Final Site Plan Elevations. There is a +4'-6" Difference as Referenced in the Alliance Engineering Field Survey.

Arch. 100'-0" = 7153 (Final Site Plan) = xxxx (Civil Engineering)

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Hranitzky Residence

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Proposed Roof Over Topo

AS-003

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Planning Department

February 7, 2024

Molly Guinan
Elliott Work Group
(435)-649-0092
mguinan@elliottworkgroup.com

CC: Dennis Hranitzky

NOTICE OF HISTORIC PRESERVATION BOARD ACTION

Description

Address:	218 Sandridge Road
Zoning District:	Historic Residential – 1
Application:	Material Deconstruction
Project Number:	PL-23-05692
Action:	The Historic Preservation Board approved the Material Deconstruction of 48 square feet of 1940's siding from the southern elevation and 64 square feet of the 1889 Roof Form subject to the Conditions of Approval herein.
Date of Final Action:	February 7, 2024
Project Summary:	The Applicant Seeks Approval for Material Deconstruction for of a 1941 Roof Form, 64 square feet of an 1889 Roof Form, and 48 square feet of 1940s Siding to Accommodate a Proposed Addition.

Action Taken

On November 1, 2023, the Historic Preservation Board conducted a public hearing and approved the Material Deconstruction for the 1941 roof form at 218 Sandridge Road and continued discussion of Material Deconstruction of 64 square feet of the 1889 roof form, replacement of fifteen windows, and approximately 48 square feet of 1940s siding on the southern facade to a later date. On February 7, 2024, the Historic Preservation Board conducted a public hearing and **approved the Material Deconstruction of 48 square feet of 1940s siding on the southern façade** and **approved the proposed Material Deconstruction for 64 square feet of the 1889 roof form** based on the

Planning Department

Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 218 Sandridge Road in the Historic Residential – 1 (HR-1) Zoning District. The property is a metes and bounds parcel.
2. The Site is designated a Significant Historic Site on Park City's Historic Sites Inventory.
3. The house first appears on the 1889 Sanborn Fire Insurance Map as a simple, hall-parlor style house with a half-width front porch facing north.
4. The 1900 Sanborn Fire Insurance Map shows an addition to the west with a projecting bay window overlooking the public stairs which run along the northwestern property line of the site and provide passage from Sandridge Road to Swede Alley.
5. The 1941 Sanborn Fire Insurance Map shows another addition to the 1900 construction which projects to the south. This addition came flush to the edge of the rear porch.
6. On May 31, 2023, the applicant submitted a complete Historic District Design Review (HDDR) application to the Planning Department for modifications to and the construction of an addition to the Significant Historic Structure.
7. Park City recognizes three significant historical periods within the historic districts: Settlement & Mining Boom Era (1868-1893), Mature Mining Era (1894 – 1930), and Mining Decline & Emergence of Recreation Industry (1931-1962).
8. Park City does not recognize one historical period as more significant than another. Property owners may elect to restore a Historic Structure to one period of significance rather than another.
9. The proposed removal of the 1941 addition's roof restores the roofline of the 1907 addition.
10. The proposed modification of 64 square feet of 1889 roof does not negatively impact the historic Roof Form.
11. The Historic Preservation Board conducted a public hearing on November 1, 2023.
12. Following a public hearing held on November 1, 2023, the Historic Preservation Board approved the Material Deconstruction of the 1941 addition's roof form.
13. Following a public hearing held on February 7, 2024, the Historic Preservation Board approved the Material Deconstruction of 48 square feet of 1940s siding

from the southern facade and denied the Material Deconstruction of 64 square feet of the 1889 roof form.

Conclusions of Law

1. The proposal to remove the 1941 roof form to accommodate a rooftop deck complies with the Land Management Code requirements pursuant to LMC § 15-11-12.5 Historic Preservation Board Review for Material Deconstruction.
2. The proposal to modify approximately 64 square feet of the 1889 roof form to accommodate a flat roof projection complies with the Land Management Code requirements pursuant to LMC § 15-11-12.5 Historic Preservation Board Review for Material Deconstruction.

Conditions of Approval

1. Final building plans and construction details shall reflect substantial compliance with the plans approved by the Historic Preservation Board on February 7, 2024, for the Material Deconstruction of the 1941 addition and 48 square feet of 1940s siding to accommodate a rooftop deck. Any changes, modifications, or deviations from the approved design that have not been approved in advance by the Planning and Building Departments may result in a stop work order.
2. The applicant is responsible for notifying the Planning and Building Departments prior to making any changes to the approved plans.
3. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or their Designee prior to construction.
4. The applicant shall obtain Historic District Design Review approval from the Planning Director, or their Designee, prior to submitting a building permit.
5. The applicant shall provide the City with a Financial Guarantee, in accordance with LMC § 15-11-19, to be recorded with the Summit County Recorder's Office prior to submitting a building permit.
6. A Soils Report completed by a geotechnical engineer as well as a temporary shoring plan, if applicable, will be required at the time of building permit application.
7. Historic materials removed from the Structure that are salvageable or in otherwise good condition shall be used to repair/replace irreparable materials on the Site.

8. The Applicant shall obtain Subdivision approval to create a Lot of record and record the amended plat prior to submitting for a building permit.
9. The Applicant shall mitigate the visual impact of the proposed construction and proposed guard railing.

If you have questions or concerns regarding this Final Action Letter, please contact Caitlyn Tubbs at (435)-615-5063 or email caitlyn.tubbs@parkcity.org.

Sincerely,

Randy Scott, Chair
Park City Historic Preservation Board

CC: Caitlyn Tubbs, AICP
Senior Historic Preservation Planner

Planning Commission
Staff Report

Subject: **741 Rossie Hill Drive**
Application: **PL-24-06044**
Author: **Jacob Klopfenstein, Planner I**
Date: **August 14, 2024**
Type of Item: **Nightly Rental Conditional Use Permit**

Recommendation

(I) Review the Nightly Rental Conditional Use Permit for 741 Rossie Hill Drive, (II) hold a public hearing, and (III) consider approving the Conditional Use Permit based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant:	Lilac Hill East Development, Inc. Represented by Justin Keys
Location:	741 Rossie Hill Drive
Zoning District:	Historic Residential – Low Density Lower Rossie Hill Sub-Zone
Adjacent Land Uses:	Single-Family Dwellings, Multi-Unit Dwellings, Recreation and Open Space
Reason for Review:	The Planning Commission Reviews and takes Final Action on Conditional Use Permits (LMC § 15-1-8(G))

CUP Conditional Use Permit
HRL Historic Residential – Low Density
LMC Land Management Code

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

Summary

Nightly Rentals in the Lower Rossie Hill subzone of the Historic Residential – Low Density (HRL) Zoning District require a Conditional Use Permit (CUP). The Applicant requests a Nightly Rental CUP for 741 Rossie Hill Drive, a Landmark Historic Site and Single-Family Dwelling within the Lower Rossie Hill subzone of the HRL Zoning District (Exhibit B, Applicant's Statement). The Applicant is completing the rehabilitation of the Historic Structure and an addition.

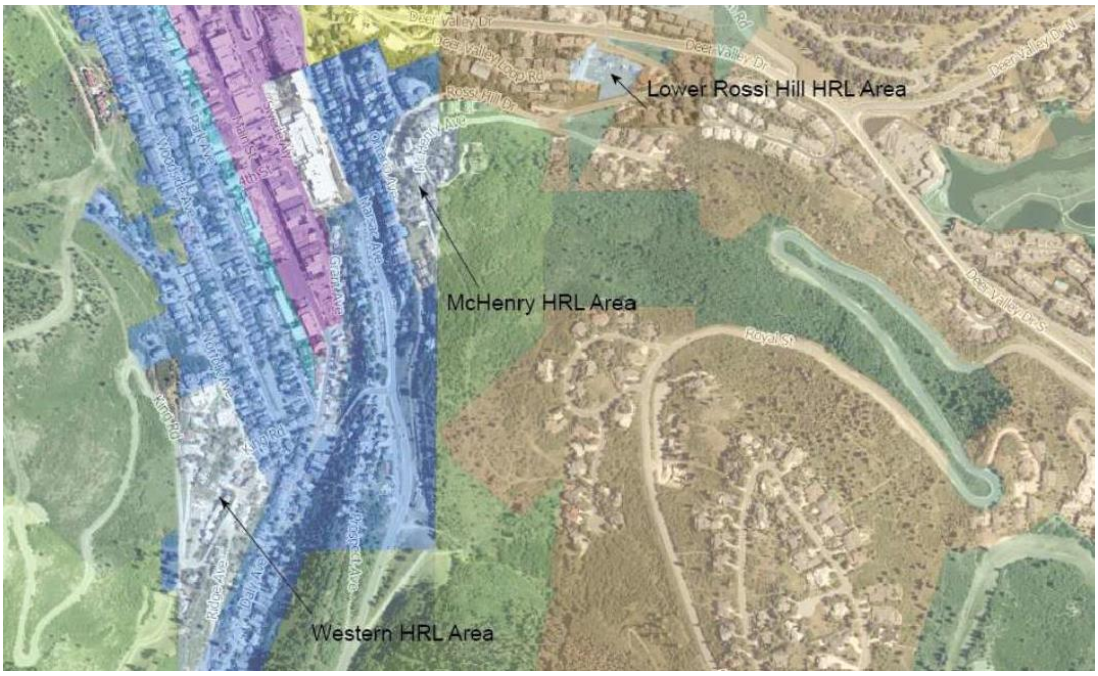
Figure 1: 741 Rossie Hill in 2013

Figure 2: 741 Rossie Hill Drive in July 2024.

Figure 3: The rear of 741 Rossie Hill Drive as pictured in July 2024

Background

The HRL Zoning District includes three subzones: The Western Subzone, the McHenry Subzone, and the Lower Rossie Hill Subzone:



The Lower Rossie Hill Subzone of the HRL Zoning District includes five Single-Family Dwellings within the Lilac Hill East Subdivision (Exhibit C, Lilac Hill East Subdivision Plat). 741 Rossie Hill Drive is Lot 1 of the Lilac Hill East Subdivision.

The Planning Commission approved Nightly Rental CUPs on July 12, 2023 for two Lilac Hill East Subdivision properties: 729 Rossie Hill Drive (Meeting Packet, Minutes p. 29-38) and 755 Rossie Hill Drive (Meeting Packet, Minutes p. 38-44).

Analysis

(I) The proposal, as conditioned, for a Nightly Rental Conditional Use Permit complies with LMC Chapter 15-2.1 *Historic Residential – Low Density Zoning District*.

LMC § 15-2.1-2(B)(1) states Nightly Rentals in the HRL Zoning District in the Lower Rossie Hill subzone require a CUP. LMC § 15-2.1-2(B)(1) footnote 2 establishes additional requirements for Nightly Rentals in the Lower Rossie Hill subzone:

- Nightly rental agreements shall include language that limits the vehicles allowed to the number of on-site parking spaces.[1]

- Property management contact information shall be displayed in a prominent location inside the nightly rental.

Staff recommends Conditions of Approval to ensure these requirements are met, outlined in detail below.

The Draft Nightly Rental Lease Agreement for 741 Rossie Hill Drive (Exhibit G) prohibits guests from keeping more than two vehicles at the property and specifies that vehicles must be parked in the spaces designated for 741 Rossie Hill Drive. The Draft Nightly Rental Lease Agreement also prohibits smoking, pets, commercial usage, and displaying signs on the premises. Per the terms of the lease, guests are required to dispose of garbage in appropriate receptacles and keep the premises clear of garbage.

(II) The proposal, as conditioned, complies with the Conditional Use Permit review criteria outlined in LMC § 15-1-10(E).

Pursuant to LMC § 15-1-10, there are certain Uses that, because of unique characteristics or potential impacts on the municipality, surrounding neighbors, or adjacent land Uses, may not be Compatible in some Areas or may be Compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

The Planning Commission shall approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards. The Planning

[1] See Exhibit G, Draft Nightly Rental Lease Agreement for 741 Rossie Hill Drive

Commission may deny the Conditional Use if the proposed Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards.

1. **Size and location of the site: *No unmitigated impacts***

741 Rossie Hill Drive is a Single-Family Dwelling located on a 0.12-acre Lot. The Single-Family Dwelling complies with HRL Zoning District Lot and Site Requirements outlined in LMC § 15-2.1-3.

Nightly Rental occupancy is limited by the existing size and emergency escape and rescue opening standards of the International Residential Code. To complete the Nightly Rental business license application process, the Building Department must complete an inspection. As part of the inspection, the Building Department determines the maximum occupancy to ensure that the appropriate emergency escape and rescue openings are provided.

2. **Traffic considerations including capacity of the existing Streets in the Area: *Condition of Approval Recommended***

741 Rossie Hill Drive is accessed by a private driveway from Rossie Hill Drive. Changes in traffic generated for the property as a Nightly Rental compared to a Single-Family Dwelling are not anticipated.

See item 5 below for recommended Conditions of Approval regarding parking.

3. **Utility capacity, including Storm Water run-off: *No unmitigated impacts***

Utilities for the Single-Family Dwelling are available on-site. No change to utility capacity or storm water run-off is proposed.

4. **Emergency vehicle access: *Condition of Approval Recommended***

The private drive that accesses the five Single-Family Dwellings within the Lilac Hill East Subdivision is designed with a hammer-head configuration. The Lilac Hill East Subdivision plat notes include the following: "[d]rives… shall provide twenty feet (20') wide of clear space to meet Fire Code. If parking impacts this twenty foot (20') wide clear space, it will not be allowed and shall be signed 'No Parking.'"

On May 2, 2023, the Engineering Department and Park City Fire District reviewed the proposed Nightly Rental Conditional Use Permits for 729 and 755 Rossie Hill Drive and recommended the following:

Condition of Approval 2 – The Applicant shall install "No Parking" signs along the shared private drive within the Lilac Hill East Subdivision in a form and location approved by the Engineering Department and Park City Fire District prior to

submitting a nightly rental business license application.

The Applicant has complied with this Condition of Approval, and “No Parking” signs have been installed on the shared private drive of the development, shown in the photos below:

Staff recommends this Condition of Approval also be included for the Nightly Rental CUP for 741 Rossie Hill Drive.

5. **Location and amount of off-Street parking: *Condition of Approval Recommended***

741 Rossie Hill Drive is a Landmark Historic Site on the Park City Historic Sites Inventory (LMC § 15-11-10(D)(1)(fe)). LMC § 15-2.1-4 states Historic Structures are exempt from parking requirements. However, LMC § 15-2.1-4 also states that "(a)ll Conditional Uses proposed on the Site, excluding Development on a Steep Slope, shall comply with parking requirements of Chapter 15-3."

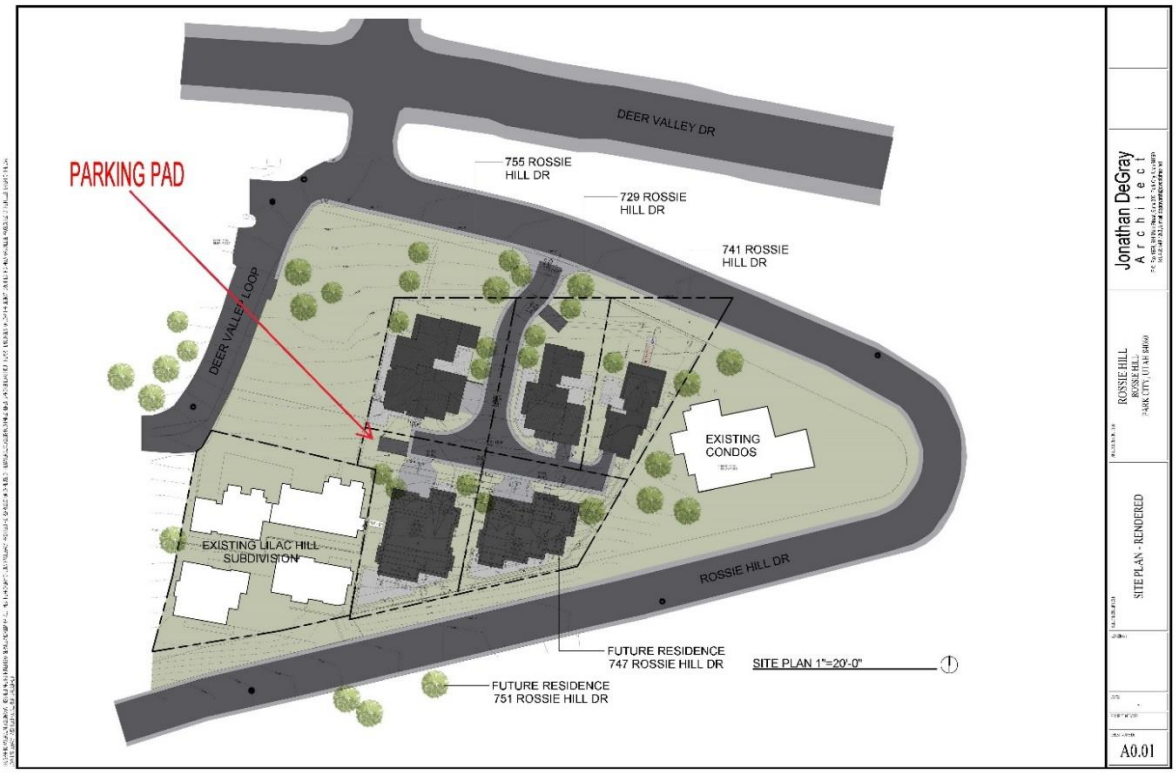
LMC § 15-3-6(A) requires two parking spaces for Single-Family Dwellings. For Nightly Rentals, parking requirements for the first six bedrooms are based on the parking requirements for the dwelling. 741 Rossie Hill Drive contains four bedrooms. Single-Family Dwellings require two parking spaces, so two parking spaces are required for 741 Rossie Hill Drive.

However, LMC § 15-3-7 states that in review of CUPs, the Planning Commission may reduce the initial parking requirements to prevent excessive parking and paving, provided that there are other factors that support the conclusion that the project will generate less parking than the LMC would otherwise require. The Nightly Rental Lease Agreement for 741 Rossie Hill Drive may be amended to restrict parking to one vehicle. If a second parking space is required for 741 Rossie Hill Drive, the Applicant proposes a paved parking pad, discussed in more detail below.

741 Rossie Hill Drive has one on-site parking space within a rear garage. Pursuant to LMC § 15-2.1-2(B)(1) footnote 2, Nightly Rental agreements for properties within the Lower Rossie Hill subzone must limit the number vehicles for the Nightly Rental to the number of on-site parking spaces. If the Planning Commission limits parking for the 741 Rossie Hill Drive Nightly Rental to one vehicle, staff recommends the following Condition of Approval:

> **Condition of Approval 1** – Prior to submitting a Nightly Rental business license application, the Applicant shall amend the Nightly Rental agreement for 741 Rossie Hill Drive to limit guests to one vehicle, which must be parked within the one-car garage on the property. Parking on the private driveway accessing 741 Rossie Hill Drive, along Rossie Hill Drive, and within the surrounding neighborhood is prohibited. The Applicant shall submit a form of the updated nightly rental agreement to the Planning Department to be kept on file.

If the Planning Commission requires the Applicant provide a second parking space for the Nightly Rental, the Applicant proposes recording a Declaration of Parking Easement against Lot 4 (Exhibit F, Draft Lilac Hill Subdivision Parking Easement). Required parking must be satisfied on site, unless the Planning Commission allows such parking on adjacent or nearby deed restricted lots (LMC § 15-3-2(C)). Lot 4 is not a Historic Site and has an unusual configuration that will place the parking pad behind the Historic Structure at 755 Rossie Hill Drive and to the side of the proposed new Single-Family Dwelling for Lot 4, as shown below:



If the Planning Commission finds two parking spaces are required pursuant to LMC § 15-2.1-4, which exempts Historic Sites from parking requirements unless a Conditional Use Permit is sought, staff recommends the following Condition of Approval:

> **Condition of Approval 1** – Prior to submitting a Nightly Rental business license application, the Applicant shall amend the Nightly Rental agreement for 741 Rossie Hill Drive to limit guests to two vehicles, one which must be parked within the one-car garage on the property, and the second which must be parked on the parking pad on Lot 4 of the Lilac Hill East Subdivision. The Nightly Rental agreement shall provide a site map outlining the two parking space limitations for 741 Rossie Hill Drive. The Applicant shall install a sign for the second parking space for 741 Rossie Hill Drive on Lot 4 in a form and location approved by the Planning Department limiting parking to 741 Rossie Hill Drive. Parking on the private driveway accessing 741 Rossie Hill Drive, along Rossie Hill Drive, and within the surrounding neighborhood is prohibited. The Applicant shall submit a form of the updated Nightly Rental agreement to the Planning Department to be kept on file.

6. **Internal vehicular and pedestrian circulation system: *No unmitigated impacts***

No changes to internal vehicular or pedestrian circulation are proposed.

7. **Fencing, Screening, and landscaping to separate the Use from adjoining Uses: *No unmitigated impacts***

No changes to fencing, screening, or landscaping are proposed with this CUP.

The five Single-Family Dwellings in the Lower Rossie Hill subzone within the HRL Zoning District are surrounded by residential properties within the Residential Medium Zoning District. Nightly Rentals are an allowed use in the Residential Medium Zoning District (LMC § 15-2.15-2(A)(7)). The Lower Rossie Hill subzone includes Recreation Open Space buffers from adjacent uses to the west, north, and south (the location of 741 Rossie Hill Drive is indicated by the red dot):

8. **Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots: *No unmitigated impacts***

No changes are proposed.

9. **Usable Open Space: *No unmitigated impacts***

No changes are proposed.

10. **Signs and Lighting: *Conditions of Approval Recommended***

No signs are proposed. Outdoor lighting must comply with the Dark Sky Code outlined in LMC § 15-5-5-5(J).

Condition of Approval 2 – Outdoor sign installations advertising the Nightly Rental are prohibited.

Condition of Approval 3 – All outdoor lighting must be down-directed, fully shielded, with bulbs 3,000 degrees Kelvin or less. A fully shielded light is installed in such a manner that all light emitted either directly from the bulb, or indirectly by reflection or refraction, is below the horizontal plane through the fixture's lowest light emitting part. The top and sides of a Fully Shielded fixture are made of completely opaque material such that light only escapes through the bottom of the fixture. Final lighting details shall show compliance with this condition and shall be reviewed by the Planning Staff prior to installation.

11. **Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing:** ***No unmitigated impacts***

No changes are proposed.

12. **Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site:** ***Condition of Approval Recommended***

Condition of Approval 4 – The property owner is responsible for regulating the occupancy and noise created by occupants of the Nightly Rental. Violation of Municipal Code of Park City Chapter 6-3 Noise, illegal conduct, or any other abuse which violates Nightly Rental regulations or these Conditions of Approval is grounds for business license revocation.

13. **Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas:** ***Conditions of Approval Recommended***

Condition of Approval 5 – Trash receptacles shall be stored on site, screened, and placed for trash pickup according to the Municipal Code of Park City § 6-1-11, which prohibits trash receptacles from being set out for collection prior to 6:00 PM the day before collection. All trash receptacles must be removed from the street as soon as practical after being emptied, and in every case must be removed from the street prior to 11:59 PM the day they are emptied.

Condition of Approval 6 – Trash cans shall not be left at the curb for any period more than 24 hours and the property must be kept free from accumulated garbage and refuse.

14. **Expected ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities:** ***Conditions of Approval Recommended***

741 Rossie Hill Drive is privately owned. The property will be part of the Lilac Hill East Homeowner Association (Exhibit D, Covenants, Conditions and Restrictions). The driveway to 741 Rossie Hill Drive is heated. The private driveway that accesses the five Lilac Hill East Single-Family Dwellings is maintained by the Homeowner Association.

On July 18, 2023, the Applicant recorded the *Declaration of Covenants, Conditions, and Restrictions for Lilac Hill East Subdivision* establishing maintenance and repair of the shared driveway. Per the Applicant's Representative, the Covenants, Conditions, and Restrictions do not reference snow removal directly but task the HOA with maintaining the Shared Driveway generally, as outlined below:

53. **Shared Driveway**. That certain shared driveway constructed by Declarant on the Driveway Easement, which shall be provided by the Declarant and will be maintained, repaired and replaced by the Association, subject to easement rights of Declarant and non-exclusive easements rights of Owners, their guests and invitees for reasonable ingress and egress to their Lot(s).

11.1 Shared Driveway

The Association, or its duly delegated representative, shall maintain and otherwise manage all improvements to the Shared Driveway.

11.1.1. The Board shall use a reasonably high standard of care in providing for the repair, management and maintenance of said property. In this regard the Association may, subject to any applicable provisions on Special Assessments, in the discretion of the Board:

11.1.1.1. Reconstruct, repair, replace or refinish any improvement; or

11.1.1.2. Maintain, reconstruct, repair, replace or refinish the Shared Driveway.

The Applicant's Representative was not able to confirm if the shared driveway includes a snowmelt system. Staff recommends the following Condition of Approval to address snow removal:

Condition of Approval 7 – The Lilac Hill East Subdivision Homeowner Association shall keep the shared driveway clear of snow.

Municipal Code of Park City § 4-5-3 requires the following for Nightly Rental management, included as Conditions of Approval:

Condition of Approval 8 – The licensee for Nightly Rentals shall be the property owner. The local representative shall be deemed the responsible party.

Condition of Approval 9 – Updated property management contact information shall be displayed in a prominent location inside the Nightly Rental.

Condition of Approval 10 – The Nightly Rental shall be properly managed through property management services with the minimum services and management required: snow removal during winter months to a level that allows safe access to the home over the normal pedestrian access; snow removal services for the two on-site parking spaces within the one-car garage and second parking pad (if required); summer yard maintenance including landscaping maintenance; structural maintenance to preserve substantial code compliance; routine upkeep, including painting and repair; and housekeeping service.

Condition of Approval 11 – The property owner must designate a responsible party. The responsible party must be a property management company, realtor, lawyer, owner, or other individual who resides within a one-hour drive of the property. The responsible party is personally liable for the failure to properly

manage the Nightly Rental. The responsible party must be available by phone or otherwise 24 hours per day and must be able to respond to inquiries within 20 minutes. The responsible party is also designated as the agent for receiving all official communications from the City.

Condition of Approval 12 – The Nightly Rental shall not be used for commercial uses and may not be used for a corporate sponsor or to distribute retail products or personal services to invitees for marketing or similar purposes.

15. **Within and adjoining the site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site: *No unmitigated impacts***

No exterior changes are proposed. The property is not within the Sensitive Land Overlay, Soils Ordinance, or on steep slopes.

16. **Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding: *No unmitigated impacts***

Objective 7C of the General Plan is to focus future Nightly Rental units near resort neighborhoods – Park City Mountain Resort and Deer Valley. 741 Rossie Hill Drive is roughly 0.3 miles to the nearest Deer Valley Resort Facility (Deer Valley Café); and 0.75 Miles to Snow Park Lodge and ticket office at Deer Valley.

(III) The Development Review Committee reviewed the Application on July 2, 2024.[2]

The Development Review Committee reviewed the Application on July 2, 2024 and did not recommend any Conditions of Approval beyond those outlined above.

Department Review

The Planning Department and City Attorney's Office reviewed this report.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on July 26, 2024. Staff mailed courtesy notice to property owners within 300 feet on July 29, 2024. The *Park Record* published notice on July 31, 2024.[3]

[2] The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).
[3] LMC § 15-1-21

Public Input

Staff did not receive any public input at the time this report was published.

Alternatives

- The Planning Commission may approve the Conditional Use Permit;
- The Planning Commission may deny the Conditional Use Permit and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to a date uncertain.

Exhibits

Exhibit A: Draft Final Action Letter
Exhibit B: Applicant's Statement
Exhibit C: Lilac Hill East Subdivision Plat
Exhibit D: Covenants, Conditions and Restrictions
Exhibit E: 741 Rossie Hill Drive Site Plan
Exhibit F: Lilac Hill East Subdivision Parking Easement
Exhibit G: Draft Nightly Rental Lease Agreement for 741 Rossie Hill Drive

Planning Department

August 14, 2024

Justin Keys
PO Box 2066
Park City, UT 84060
435.731.9195

CC: Lilac Hill East Development, Inc.

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	741 Rossie Hill Drive
Zoning District:	Historic Residential – Low Density (HRL)
Application:	Nightly Rental Conditional Use Permit
Project Number:	PL-24-06044
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	August 14, 2024
Project Summary:	The Applicant is Requesting a Nightly Rental Conditional Use Permit in the Historic Residential Low-Density (HRL) Zoning District.

Action Taken

On August 14, 2024, the Planning Commission conducted a public hearing and approved the Nightly Rental Conditional Use Permit according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. 741 Rossie Hill Drive is in the Lower Rossie Hill subzone of the Historic Residential – Low Density (HRL) Zoning District.
2. The Lower Rossie Hill subzone of the HRL Zoning District includes five Single-Family Dwellings that are part of the Lilac Hills East Subdivision.
3. 741 Rossie Hill Drive is Lot 1 of the Lilac Hills East Subdivision.
4. 741 Rossie Hill Drive is located on a 0.12-acre parcel.

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5. 741 Rossie Hill Drive is accessed by a 20-foot-wide shared private driveway from Rossie Hill Drive. The private driveway accesses all five Single-Family Dwellings within the Lilac Hills East Subdivision.
6. **Size and location of the site** – The Single-Family Dwelling complies with the HRL Zoning District Lot and Site Requirements outlined in LMC § 15-2.1-3.
7. **Traffic –** 741 Rossie Hill Drive is accessed by a private driveway from Rossie Hill Drive. There will not be a significant change in traffic generated for the property as a nightly rental compared to a Single-Family Dwelling.
8. **Utility capacity, including Storm Water run-off** – Utilities for the Single-Family Dwelling are available on-site. No change to utility capacity or storm water run-off is proposed.
9. **Emergency vehicle access** – The private drive that accesses the five Single-Family Dwellings within the Lilac Hill East Subdivision is designed with a hammer-head configuration. The Lilac Hill East Subdivision plat notes include the following: "[d]rives… shall provide twenty feet (20') wide of clear space to meet Fire Code. If parking impacts this twenty foot (20') wide clear space, it will not be allowed and shall be signed 'No Parking.'" The Conditional Use Permit is conditioned on no parking along the private driveway.
10. **Location and amount of off-Street parking** – LMC § 15-3-6(A) requires two parking spaces for Single-Family Dwellings. The Single-Family Dwelling includes a one-car garage. 741 Rossie Hill Drive is a Landmark Historic Site on the Park City Historic Sites Inventory (LMC § 15-11-10(D)(1)(fe)). LMC § 15-2.1-4 states Historic Structures are exempt from parking requirements. However, LMC § 15-2.1-4 also states that "(a)ll Conditional Uses proposed on the Site, excluding Development on a Steep Slope, shall comply with parking requirements of Chapter 15-3." For the first six bedrooms of Nightly Rentals, LMC § 15-3-6(A) bases parking requirements on the parking requirements for the dwelling. 741 Rossie Hill Drive contains four bedrooms. Single-Family Dwellings require two parking spaces, so two parking spaces are required for 741 Rossie Hill Drive according to LMC § 15-3-6(A). 741 Rossie Hill Drive has one on-site parking space within the parking garage. Pursuant to LMC § 15-2.1-2(B)(1) footnote 2, nightly rental agreements for properties within the Lower Rossie Hill subzone must limit the number vehicles for the nightly rental to the number of on-site parking spaces. The Applicant proposes recording a Declaration of Parking Easement against Lot 4 of the Lilac Hill East Subdivision to satisfy a second

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required parking space through a parking pad located on Lot 4 behind the dwelling.

11. **Internal vehicular and pedestrian circulation system** – No changes to internal vehicular or pedestrian circulation are proposed.
12. **Fencing, Screening, and landscaping to separate the Use from adjoining Uses** – No changes to fencing, screening, or landscaping are proposed with this CUP. The five Single-Family Dwellings in the Lower Rossie Hill subzone within the HRL Zoning District are surrounded by residential properties within the Residential Medium Zoning District. Nightly Rentals are an allowed use in the Residential Medium Zoning District
13. **Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots** – No changes are proposed.
14. **Usable Open Space** – No changes are proposed.
15. **Signs and Lighting** – signs are prohibited, and any outdoor lighting must comply with the Dark Sky Code.
16. **Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing** – No changes are proposed.
17. **Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site** – the property owner is responsible for regulating the occupancy and noise created by occupants of the nightly rental.
18. **Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas –** trash receptacles shall be stored on site and screened.
19. **Expected ownership and management of the nightly rental –** the property will be part of the Lilac Hill East Homeowner Association.
20. **Environmentally sensitive lands –** the property is not within the Sensitive Land Overlay, Soils Ordinance, or on steep slopes.
21. **Consistent with the Park City General Plan –** Objective 7C of the General Plan is to focus future Nightly Rental units near resort neighborhoods – Park City Mountain Resort and Deer Valley.
22. 741 Rossie Hill Drive is roughly 0.3 miles to the nearest Deer Valley Resort Facility (Deer Valley Café); and 0.75 Miles to Snow Park Lodge and ticket office at Deer Valley.
23. The Development Review Committee reviewed the Application and recommended Conditions of Approval on July 2, 2024.

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24. Staff published notice on the City's website and the Utah Public Notice website, and posted notice to the property on July 26, 2024. Staff mailed courtesy notice to property owners within 300 feet on July 29, 2024. The Park Record published notice on July 31, 2024.
25. On August 14, 2024, the Planning Commission opened and closed a public hearing for the application.

Conclusions of Law

1. The proposed application, as conditioned, complies with the requirements of the Land Management Code.
2. The proposed nightly rental is compatible with surrounding structures in use, scale, mass, and circulation.
3. The proposed nightly rental use is consistent with the Park City General Plan.
4. The effects of the difference in use or scale of the nightly rental have been mitigated through careful planning and Conditions of Approval.

Conditions of Approval

1. Prior to submitting a Nightly Rental business license application, the Applicant shall amend the Nightly Rental agreement for 741 Rossie Hill Drive to limit guests to two vehicles, one which must be parked within the one-car garage on the property, and the second which must be parked on the parking pad on Lot 4 of the Lilac Hill East Subdivision. The Nightly Rental agreement shall provide a site map outlining the two parking space limitations for 741 Rossie Hill Drive. The Applicant shall install a sign for the second parking space for 741 Rossie Hill Drive on Lot 4 in a form and location approved by the Planning Department limiting parking to 741 Rossie Hill Drive. Parking on the private driveway accessing 741 Rossie Hill Drive, along Rossie Hill Drive, and within the surrounding neighborhood is prohibited. The Applicant shall submit a form of the updated Nightly Rental agreement to the Planning Department to be kept on file.The Applicant shall install "No Parking" signs along the shared private drive within the Lilac Hill East Subdivision in a form and location approved by the Engineering Department and Park City Fire District prior to submitting a nightly rental business license application.
2. Outdoor sign installations advertising the nightly rental are prohibited.
3. All outdoor lighting must be down-directed, fully shielded, with bulbs 3,000 degrees Kelvin or less. A fully shielded light is installed in such a manner that all light emitted either directly from the bulb, or indirectly by reflection or refraction, is

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below the horizontal plane through the fixture's lowest light emitting part. The top and sides of a Fully Shielded fixture are made of completely opaque material such that light only escapes through the bottom of the fixture. Final lighting details shall show compliance with this condition and shall be reviewed by the Planning Staff prior to installation.

4. The property owner is responsible for regulating the occupancy and noise created by occupants of the nightly rental. Violation of Municipal Code of Park City Chapter 6-3 Noise, illegal conduct, or any other abuse which violates nightly rental regulations or these Conditions of Approval is grounds for business license revocation.
5. Trash receptacles shall be stored on site and screened, and placed for trash pickup according to the Municipal Code of Park City § 6-1-11, which prohibits trash receptacles from being set out for collection prior to 6:00 PM of the day before collection. All trash receptacles must be removed from the street as soon as practical after being emptied, and in every case must be removed from the street prior to 11:59 PM the day they are emptied.
6. Trash cans shall not be left at the curb for any period in excess of 24 hours and the property must be kept free from accumulated garbage and refuse.
7. The Lilac Hill East Subdivision Homeowner Association shall keep the shared driveway clear of snow.
8. The licensee for nightly rentals shall be the property owner. The local representative shall be deemed the responsible party.
9. Updated property management contact information shall be displayed in a prominent location inside the nightly rental.
10. The nightly rental shall be property managed through property management services with the minimum services and management required: snow removal during winter months to a level that allows safe access to the home over the normal pedestrian access; snow removal services to the two on-site parking spaces within the two-car garage; summer yard maintenance including landscaping maintenance; structural maintenance to preserve substantial code compliance; routine upkeep, including painting and repair; and housekeeping service.
11. The property owner must designate a responsible party. The responsible party must be a property management company, realtor, lawyer, owner, or other individual who resides within a one-hour drive of the property. The responsible party is personally liable for the failure to properly manage the nightly rental. The

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responsible party must be available by phone or otherwise 24 hours per day and must be able to respond to inquiries within 20 minutes. The responsible party is also designated as the agent for receiving all official communications from the City.

12. The nightly rental shall not be used for commercial uses and may not be used for a corporate sponsor or to distribute retail products or personal services to invitees for marketing or similar purposes.

If you have questions or concerns regarding this Final Action Letter, please call 385.481.2037 or email jacob.klopfenstein@parkcity.org.

Sincerely,

Sarah Hall, Planning Commission Chair

CC: Jacob Klopfenstein

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HOGGAN LEE HUTCHINSON

Justin Keys
Justin@hlhparkcity.com

Direct: 435.731.9195

February 8, 2024

VIA EMAIL

Park City Municipal Corporation
Park City Planning Department
PO Box 1480
Park City, Utah 84060

Re: HRL Zone- Nightly Rental Conditional Use Application

Dear Park City Planning Commission and Staff,

This firm represents Lilac Hill East Development, Inc., the owner and developer of that certain real property located on Deer Valley drive commonly known as 741 Rossie Hill Drive, Parcel Nos. LHES-1 (the "Lilac Hill Property"). Please accept this cover letter with the enclosed application for a Conditional Use Permit to operate nightly rentals on the Lilac Hill Property.

Under Park City Land Management Code Section 15-2.1-2(B)(1), nightly rentals are listed as one of the permissible uses for properties located in the Historic Residential-Low Density Zone (the "HR-L Zone"). Nightly rentals are listed as potential conditional uses, subject to the following footnote:

> For Nightly Rentals in the Lower Rossi Hill sub-neighborhood, in addition to the Conditional Use Permit criteria in LMC § 15-1-10(E), the Planning Commission shall consider whether or not the proposed Nightly Rental mitigates the impacts of and addresses the following items: (a) all rental agreements for Nightly Rental shall include language that limits the vehicles allowed to the number of on-site parking spaces; and (b) property management contact information shall be displayed in a prominent location inside the Nightly Rental.

The conditional review process generally is set out in Park City Land Management Code Section 15-1-10. Subsection E of that provision is entitled "Review" and instructs the Planning Commission to "review each of the following items":

1. Size and location of the Site.

Submitted as an enclosure with this application are several site plans that show the specific lot that is subject to this application along with the general area and surrounding uses. This home

at 741 Rossie Hill Drive is one of three historic miner's cabin restorations that have taken place in this same subdivision with 729 and 755 Rossie Hill Drive both receiving CUP approvals for Nightly Rental on July 12, 2023.

2. Traffic considerations including capacity of the existing Streets in the Area.

The Lilac Hill Property is serviced by a private drive with ample access and egress for the property at issue. Because the drive is private, it will not impose any additional strain on the public streets. The private drive accesses lower Rossie Hill Drive, which quickly merges with Deer Valley Loop and Deer Valley Drive—a major arterial access road.

3. Utility capacity, including Storm Water run-off.

The proposed use is still residential in nature and will not have any additional impact on the utility capacity of the area, including storm water run-off.

4. Emergency vehicle access.

The private access drive is designed with a hammer-head configuration allowing for easy access and egress for emergency vehicles for all of the Lilac Hill Property. The design and location of the private drive has been reviewed and approved by the City Engineering department and Fire Marshall.

5. Location and amount of off-Street parking.

The Lilac Hill Property is adequately parked. The lot has a private garage. Additionally, if the Planning Commission would like additional parking, we have provided a site plan identifying additional off-street parking that can be constructed off the private access drive. In short, there will be more than adequate parking for the Lilac Hill Property without relying on any publicly available street parking.

6. Internal vehicular and pedestrian circulation system.

As discussed previously, the Lilac Hill Property is serviced by a private drive with a hammerhead design. The design and location of the private drive has been reviewed and approved by the City Engineering department and Fire Marshall. The private drive is also lined by a sidewalk that accesses Rossie Hill Drive and, from there, Deer Valley Drive.

7. Fencing, Screening, and landscaping to separate the Use from adjoining Uses.

In this instance, the contemplated conditional use is similar or the same as adjoining uses. Thus, there is no need to screen this use from any others. The topography of the lot also provides natural separation and privacy in addition to the abundant landscaping contemplated by the Applicant for the site.

8. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots.

The building massing, bulk, and orientation are such to minimize conflicts. As can be seen in the site plan exhibit provided, the surrounding uses are dense condominiums. The contemplated single-family home is less dense and well space within the property. The contemplated development will have minimal impact on surrounding properties.

9. Usable Open Space.

The Lilac Hill Property provides more than the code-based required open space. That open space consists primarily of landscaped area providing a buffer between the buildings internally and externally.

10. Signs and lighting.

All signage and lighting will be code compliant. There is no additional external signage or lighting required for nightly rental use than that required for typical residential use.

11. Physical design and compatibility with surrounding structures in mass, scale, style, design, and architectural detailing.

The physical design of the Lilac Hill Property is consistent with the high-end residential design found in the Rossi Hill area generally. The property is compatible with surrounding structures.

12. Noise, vibration, odors, steam, or other mechanical factors that might affect people and property off-site.

The nightly rental of the Lilac Hill Property will not cause any additional noise, vibration, odors, steam, or other mechanical factors beyond that of a typical residential use. Given the design of the development, any such nuisances will be mitigated by the private drive and landscaping.

13. Control of delivery and service vehicles, loading and unloading zones, and screening of trash and recycling pickup areas.

The internal design of the community with the incorporation of the private drive and turn-around ensure that delivery and service vehicles will not impact public streets. There is more than ample room for such vehicles to park, load, and unload. This is a residential use and all trash and recycling will be small-scale residential in nature.

14. Expected Ownership and management of the project as primary residences, condominiums, time interval ownership, nightly rental, or commercial tenancies, how the form of ownership affects taxing entities.

It is anticipated that the Lilac Hill Property will be privately owned as a primary or secondary residence. The owner would like the option to nightly rent the property consistent with the conditional use allowed in the zone.

15. Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site.

There are no environmentally sensitive lands within or adjoining the site. Nor are there any physical mine hazards, mine waste, steep slopes or other topographical issues preventing nightly rentals in this location.

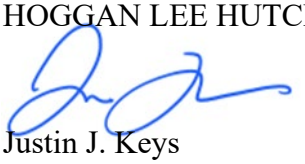
16. Reviewed for consistency with the goals and objectives of the Park City General Plan; however, such review for consistency shall not alone be binding.

The contemplated nightly rental is consistent with the goals and objectives of the Park City General Plan as it relates to this zoning district. The use is consistent with the code.

In addition to the foregoing factors, the Applicant is willing to accept as a condition of approval of its nightly rental condition use permit that "(a) all rental agreements for Nightly Rental . . . include language that limits the vehicles allowed to the number of on-site parking spaces; and [that] (b) property management contact information shall be displayed in a prominent location inside the Nightly Rental."

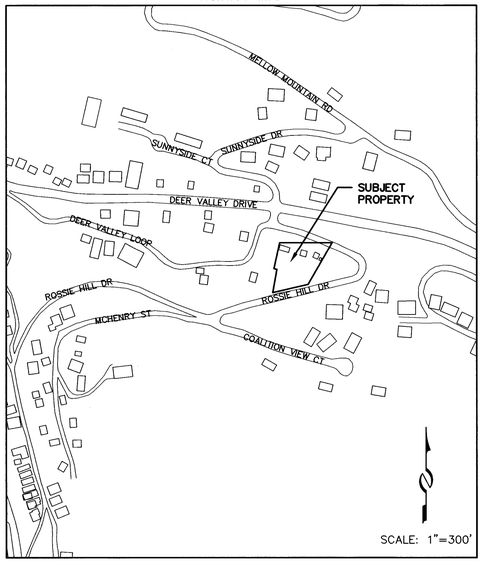
We appreciate your review of our application of a nightly-rental conditional use permit and look forward to the opportunity to present to the Park City Planning Commission. Please let me know if there is any additional information required to process our application.

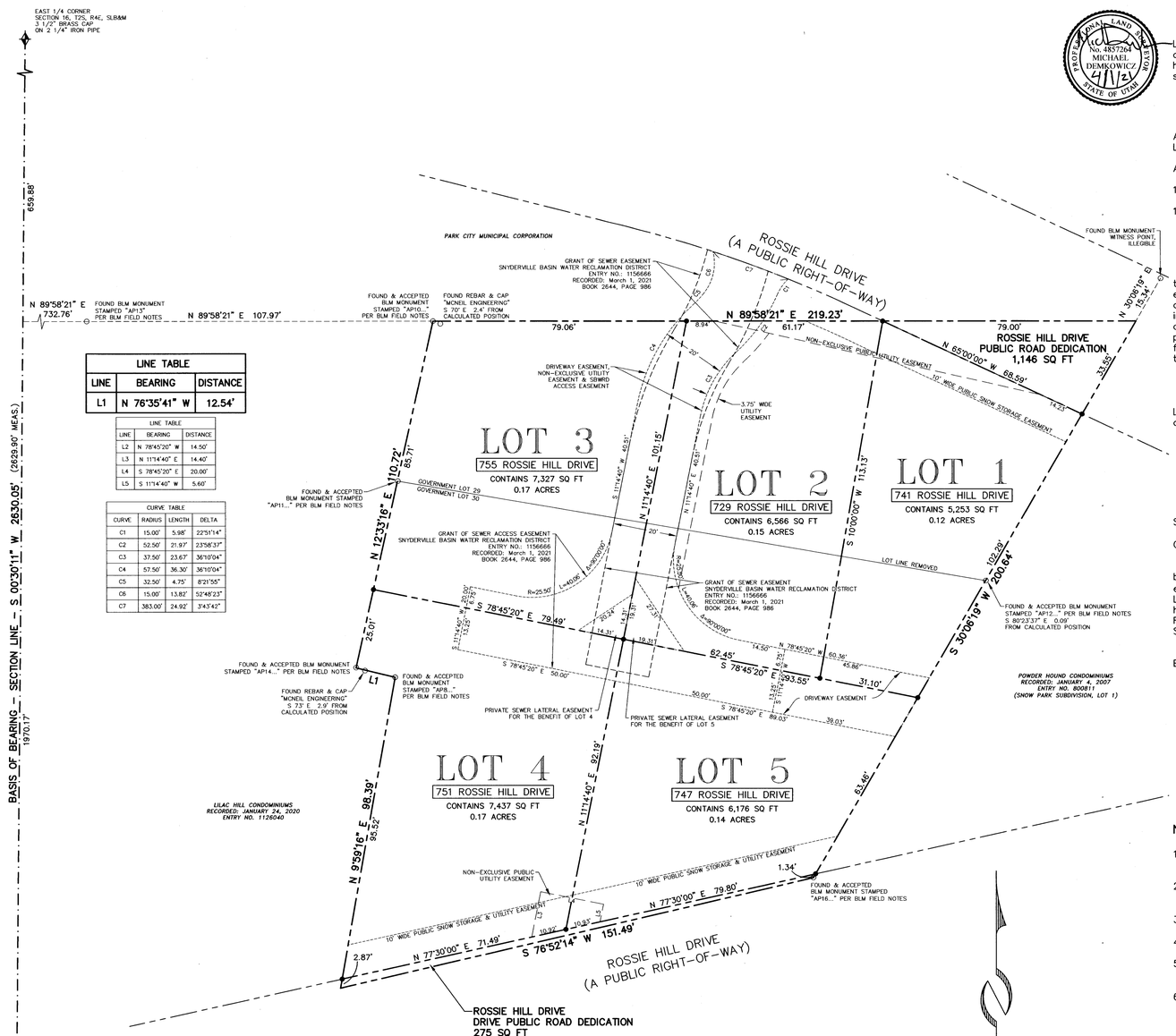
Very Truly Yours,
HOGGAN LEE HUTCHINSON



Justin J. Keys

VICINITY MAP





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 76°35'41" W	12.54'

LINE TABLE		
LINE	BEARING	DISTANCE
L2	N 78°45'20" W	14.50'
L3	N 11°14'40" E	14.40'
L4	S 78°45'20" E	20.00'
L5	S 11°14'40" W	5.60'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	15.00'	5.98'	22°51'14"
C2	52.50'	21.93'	23°56'37"
C3	37.50'	23.67'	36°10'04"
C4	57.50'	36.30'	36°10'04"
C5	32.50'	4.75'	8°21'55"
C6	15.00'	13.82'	52°48'23"
C7	383.00'	24.92'	3°43'42"

SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 4857264, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown and described hereon, hereafter to be known as LILAC HILL EAST SUBDIVISION and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

PROFESSIONAL LAND SURVEYOR — No. 4857264 — MICHAEL DEMKOWICZ — 4/1/21 — STATE OF UTAH

LEGAL DESCRIPTION

All of Government Lots 29 and 30, Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Also sometimes known and described as follows:

13th and 14th houses south side in Deer Valley, Park City;

15th house rear south side in Deer Valley, Park City.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be divided into lots and streets, together with easements as set forth to be hereafter known as LILAC HILL EAST SUBDIVISION, and does hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this 2nd day of April, 2021.

LILAC HILL EAST, LLC
a Delaware limited liability company

By: _____
Todd Franklin Watanabe, Authorized Signatory

ACKNOWLEDGMENT

STATE OF UT)
: ss.
COUNTY OF Summit)

On this 2 day of April 2021, Todd Franklin Watanabe personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Authorized Signatory of Lilac Hill East, LLC, a Delaware limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed LILAC HILL EAST SUBDIVISION.

By: _____
Notary Public
Shannon Ireland
Printed Name
Residing in: Summit
My commission expires: October 1, 2022
Commission No. 702573

SHANNON IRELAND
Notary Public - State of Utah
Comm. No. 702573
My Commission Expires on
Oct 1, 2022

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2020-02 & Ordinance 2021-09. Ordinance 2021-09 is approval for an extension of Ordinance 2020-02.
2. See Survey 442-AZ, on file with the Bureau of Land Management, and Records of Survey S-0006427 and S-0010076 on file in the Office of the Summit County Recorder.
3. All lots shall have a ten (10') foot setback from the Driveway Easement.
4. All lot lines shall provide a five (5') foot minimum non-exclusive utility easement.
5. Modified 13-D sprinklers will be required for new construction by the Chief Building Official at the time of review of the building permit submittal.
6. Drives (private road/Fire Department access road) shall provide twenty feet (20') wide of clear space to meet Fire Code. If parking impacts this twenty foot (20') wide clear space, it will not be allowed and shall be signed "No Parking". Roads less than twenty-six feet (26') wide shall be marked "No Parking" on both sides of the road.
7. This property shall not be further subdivided.
8. The Driveway Easement from lower Rossie Hill Drive shall be the single vehicular access for all five (5) Lots.
9. At the time of any resurfacing of the private driveway, the Lilac Hill East Homeowners' Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) standards. Prior notification of the adjustments and inspection by SBWRD is required.

LEGEND

- ● Set 5/8" rebar w/cap "ALLIANCE ENGINEERING" (Unless noted otherwise)
- ○ Found Monument (As-Noted)
- ◆ Found Section monument (As-Noted)

LILAC HILL EAST SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

4/1/21 JOB NO.: 3-9-18 FILE: X:\EastofOldTown\dwg\srv\plat2018\030918.dwg

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 5th DAY OF April, 2021
BY _____ ENGINEERING DEPARTMENT

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 11TH DAY OF DECEMBER, 2019
BY _____ CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 06 DAY OF May, 2021
BY _____ PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 2nd DAY OF May, 2021
BY _____ PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 25TH DAY OF FEBRUARY, 2021
BY _____ MAYOR
PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1904

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 25th DAY OF February, 2021
BY _____ PARK CITY RECORDER

PUBLIC SAFETY ANSWERING POINT APPROVAL
APPROVED THIS 1 DAY OF JUNE, 2021
BY Dallen Donaldson FOR JEFF WARD
SUMMIT COUNTY GIS COORDINATOR

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF First American Title
60.00 FEE
Dallen Donaldson - Deputy Recorder RECORDER
TIME 8:10 a.m. DATE 6-01-2021 ENTRY NO. 01164826

01206959 B: 2787 P: 0702
Page 1 of 66
Rhonda Francis Summit County Recorder
07/18/2023 02:07:14 PM Fee $40.00
By DART ADAMSON & DONOVAN
Electronically Recorded

WHEN RECORDED, RETURN TO:
Matthew B. Hutchinson
1225 Deer Valley Drive, Suite 201
Park City, Utah 84060

Parcel Nos.: LHES-1
LHES-2
LHES-3
LHES-4
LHES-5

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LILAC HILL EAST SUBDIVISION

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LILAC HILL EAST, is made effective as of this 18th day of July, 2023, by LILAC HILL EAST DEVELOPMENT, INC., a Delaware corporation, whose principal place of business and post office address is 1225 Deer Valley Drive, Suite 201, Park City, Utah, UT 84060, (referred to herein as "Declarant"), with respect to the following:

RECITALS

A. Declarant owns certain real property located in Park City, Summit County, Utah, which is more particularly described on *Exhibit A* attached hereto and by this reference made a part hereof (the "Project"). Declarant has developed the Project as a master planned development known as Lilac Hill East.

B. Declarant has recorded a Plat for the Project designating a shared driveway, and granted easements for utilities and improvements for drainage and flood control and subject to the following restrictions as noted on the Plat:

1. The Plat is subject to the Conditions of Approval in Park City Ordinance 2020-02 and Ordinance 2021-09.

2. The Plat has designated that all drives (private road/Fire Department access road) shall provide twenty feet (20') wide of clear space to meet Fire Code. If parking impacts this twenty foot (20') wide clear space, it will not be allowed and shall be signed as "No Parking." Roads less than twenty-six feet (26)' wide shall be marked "No Parking" on both sides of the road.

3. At the time of resurfacing of the private driveway, the Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District ("SBWRD") standards. Prior notification of the adjustments and inspection by SBWRD is required.

C. Declarant has caused the Association to be formed as a Utah non-profit corporation for the purpose of benefiting the Project and its Owners, which non-profit corporation will (a) maintain the Shared Driveway serving all Lots in the Project; (b) establish, levy, collect and disburse the Assessments and other charges imposed hereunder; and (c) as the agent and representative of the Members of the Association and the Owners, administer and enforce all of the provisions hereof and enforce the Use and other restrictions imposed on the Project and the Lots.

D. Declarant has developed Project into Lots for residential use.

E. Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners and other holders of an interest in the Project, or any part thereof, certain mutually beneficial Covenants, restrictions and obligations with respect to the proper development, Use and maintenance of the Project.

F. Declarant desires and intends that the Owners and other holders of an interest in the Project and other Persons hereafter acquiring any interest in or otherwise utilizing portions of the Project shall at all times enjoy the benefits of the Project and shall hold their interest therein subject to the rights, privileges, covenants and restrictions set forth in this Declaration, all of which are declared to be in furtherance of a plan to promote and protect the aesthetic and cooperative aspects of the Project and are established for the purpose of enhancing the value, desirability and attractiveness of the Project.

G. Declarant therefore desires to subject all Lots to the Covenants, conditions, restrictions, Assessments, charges, servitudes, liens and reservations set forth in this Declaration.

In order to cause this Declaration and the Covenants contained herein to run with the Project and to be binding upon the Project and the Owners and other holders of an interest therein from and after the

date this Declaration is Recorded, Declarant hereby makes or shall make conveyances of the Project, whether or not so provided therein, subject to this Declaration; and by accepting Deeds, leases, easements or other grants or conveyances to any portion of the Project, the Owners and other transferees for themselves and their heirs, personal representatives, trustees, administrators, Board of Directors, members, successors and assigns, agree that they shall be personally bound by this Declaration (including but not limited to the obligation to pay Assessments) hereinafter set forth, except to the extent such Persons are specifically excepted here from and that all portions of the Project acquired by them shall be subject to this Declaration.

NOW, THEREFORE, Declarant hereby declares, covenants, and agrees as follows:

ARTICLE I – DEFINITIONS

The following words, phrases or terms used in this Declaration (including that portion hereof headed "Recitals") shall have the following meanings:

1. **Amendment**: an amendment to this Declaration Recorded by the Association pursuant to *Section 18* of this Declaration.

2. **Architectural Review Committee** (sometimes referred to herein as the "ARC"): the committee formed to review Plans and specifications for the construction or modification of Improvements.

3. **Articles of Incorporation** (referred to herein as the "Articles"): filed on March 23, 2023, with the Utah Division of Corporations and Commercial Code for Lilac Hill East Owners Association, Inc., a Utah non-profit corporation.

4. **Assessable Property**: all Lots or other portions of the Project subject to Assessments assessed by the Association.

5. **Assessment Lien:** the lien created and imposed by *Article VIII*.

6. **Assessment Period:** the term set forth in *Section 8.6*.

7. **Assessments:** Assessments all of which may be determined and assessed by the Association and which shall be payable by an Owner of a Lot pursuant to the terms of this Declaration as set forth in *Section 8.3*, which can take different forms depending upon the relative purpose of the Assessment such as: (a) Common Assessments, (b) Reserve Fund Assessments, (c) Special Assessments, and (d) Individual Assessments.

8. **Association:** the Utah nonprofit corporation organized by Declarant under the name "LILAC HILL EAST ASSOCIATION, INC.," to administer and enforce the Covenants defined herein and to exercise the rights, powers and duties set forth in this Declaration, the Articles, the Bylaws and any other Governing Document.

9. **Board of Directors or Board**: the Board of Directors of the Association.

10. **Budget**: the proposed budget of Common Area Expenses prepared by the Board each year, as the basis for the calculation of the Assessments, as provided in *Section 8.3.3*.

11. **Building**: any structure constructed within the Project.

12. **Bylaws**: the Bylaws of the Association, as the same may from time to time be amended or supplemented.

13. **Capital Improvement**: any new Improvements intended to add to, enhance or upgrade the

nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.

14. **Common Assessments**: The allocation of the Common Expenses to the Owners of Lots by the Association pursuant to this Declaration.

15. **Common Expenses**: refers to those costs and expenses incurred by or on behalf of the Association arising out of or connected with the maintenance, Improvement, and the operation of the Association.

16. **Community**: sometimes referred to herein as the "Lilac Hill East." The subdivision shall be known as "Lilac Hill East."

17. **County**: Summit County, Utah.

18. **Covenants**: the covenants, conditions, restrictions, Assessments, charges, rights, obligations, servitudes, liens, reservations and easements set forth in this Declaration, as amended or supplemented from time to time.

19. **Declarant**: Lilac Hill East Development, Inc., a Delaware corporation, and the successors and assigns of Declarant's rights and powers hereunder. Declarant shall also include any Person or Persons that have been assigned and have agreed to assume certain of Declarant's rights and/or obligations in this Declaration pursuant to *Section 19.1* effective upon the Recording of a written instrument signed by the Declarant and such Person or Persons that evidences such assignment and assumption.

20. **Declaration**: this Declaration of Covenants, Conditions and Restrictions for Lilac Hill East, as amended or supplemented from time to time.

21. **Deed**: a Deed or other instrument conveying the fee simple title in a Lot.

22. **Delinquent Assessment**: Any Assessment which is not paid when due. *See Section 8.6.*

23. **Eligible Mortgagee**: a Mortgagee which has requested notice of certain matters from the Association in accordance with *Section 17.2* of this Declaration.

24. **Event or Events**: the earliest of certain happenings to occur which will mark the expiration of the Period of Declarant Control as described in *Section 7.3.2.*

25. **First Mortgage**: any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

26. **First Mortgagee**: any Person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such Person under a First Mortgage.

27. **General Public Uses**: those types of Uses designated from time to time by the Declarant or by the Board as General Public Uses.

28. **Governing Authority**: the applicable governmental entity or municipality which may have jurisdiction over some part of the Project.

29. **Governing Authority Property**: all real property which may from time to time be conveyed, assigned, or transferred by Deed, a grant of a perpetual easement or other written instrument to the applicable Governing Authority.

30. **Governing Documents**: this Declaration, Supplemental Declarations and Amendments, Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board.

31. **Improvement(s)**: any improvement now or hereafter constructed in the Project including anything which is a structure for purposes of applicable Governing Authority law, including but not limited to any building, structure, shed, covered patio, fountain, pool, antenna or receiving dish, paving or impervious materials, curbing, landscaping, tank, fence, mailbox, sign, any excavation or fill having a volume exceeding ten (10) cubic yards and any excavation, fill, ditch, diversion, dam, or other thing or device which affects the natural flow of surface water or the flow of water in a natural or artificial stream, wash or drainage channel.

32. **Lot**: any area of real property within the Project designated as a Lot on the Plat Recorded or approved by Declarant, specifically referred to herein as a "Lot" and intended for occupancy, and Residential Use.

33. **Manager**: such Person retained by the Board to perform certain functions of the Board pursuant to this Declaration or the Bylaws. The Manager for the Association shall carry out certain responsibilities of the Association as required herein, and by any other Governing Document.

34. **Member**: any Person holding a Membership in the Association pursuant to this Declaration as an Owner of a Lot.

35. **Membership**: a membership in the Association and the rights granted to the Owners and Declarant pursuant to *Article VII* to participate in the Association.

36. **Membership Initiation Fee**: an Individual Assessment assessed as a one-time charge at closing upon the Person purchasing a Lot from Declarant in an amount equaling the next full quarter of Assessments which shall be deposited into the Reserve Fund.

37. **Mortgage**: any mortgage, deed of trust, or other document encumbering any portion of a Lot or interest therein, including without limitation a leasehold interest, as security for the payment of a debt or obligation.

38. **Mortgagee**: a beneficiary of a deed of trust that is included within the definition of a Mortgage as well as a named mortgagee under a Mortgage.

39. **Motor Vehicles**: motor vehicles including but not limited to any automobile, motorcycle, motorbike, snowmobile, snow cat, personal watercraft, boat, boat trailer, motorcycle, motorbike, motor scooter, mini-bike, all-terrain vehicle, moped, electric bike, off-road vehicle, Recreational Vehicle or other similar equipment or vehicle.

40. **Neighboring Property and Neighboring Properties**: any Lot, including Private Roads or public roads within the Project other than the specific property in reference.

41. **Owner**: (a) any Person(s) who is (are) Record holder(s) of legal, beneficial or equitable title to the fee simple interest of any Lot including, without limitation, one who is buying a Lot under a Recorded contract or Recorded notice of such contract, but excluding others who hold an interest therein merely as security shall not be deemed the Owner thereof for purposes of this Declaration.

42. **Period of Declarant Control**: the period during which the Declarant who filed the Governing Documents, or the Declarant's successor in interest, who retains authority to appoint or remove members of the Board or exercise power or authority assigned to the Association under the Governing

Documents as defined in more detail in *Section 7.3.2.*

43. **Person**: a natural individual, a corporation, limited liability company, partnership or any other entity with the legal right to hold title to real property.

44. **Plat**: The Lilac Hill East Subdivision Plat recorded in the office of the Summit County Recorder on June 1, 2021, as Entry No. 1164826.

45. **Project**: that certain five-lot subdivision project described in the Plat and existing on the real property described on Exhibit A.

46. **Record, Recording, or Recorded**: placing an instrument of public record in the Office of the Recorder of Summit County, Utah, and "Recorded" means having been so placed of public record.

47. **Recreational Vehicles:** mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle.

48. **Reserve Fund**: the Fund created or to be created by the Association pursuant to *Section 8.3.3.4* for the purposes provided in *Section 10.1.*

49. **Residence**: any Building, or part of a Building, on a Lot which is intended for occupancy and Residential Use as a separate residence.

50. **Resident**: refers to the following:

a) Owner, guest of Owner, tenant or lessee actually residing on any part of the Assessable Property; and

b) Members of the immediate family of each Owner, lessee, tenant or buyer actually living in the same household with such Owner, lessee, tenant or buyer; and

c) Subject to the Rules and Regulations (including the imposition of special non-Resident fees for Use of the Association Facilities if the Association shall so direct), the term "Resident" also may include the on-site employees, caretakers, guests or invitees of any such Owner, lessee, or tenant, if and to the extent the Board in its absolute discretion by resolution so directs.

51. **Residential Areas or Residential Community or Residential Development or Residential Use**: Lots in a subdivision that have been approved by and developed with a Residence, together with related areas intended for the Use and enjoyment of the Owners and Residents of such Lots.

52. **Rules and Regulations**: the Rules and Regulations for Lilac Hill East adopted by the Board pursuant to *Section 6.3.*

53. **Shared Driveway**. That certain shared driveway constructed by Declarant on the Driveway Easement, which shall be provided by the Declarant and will be maintained, repaired and replaced by the Association, subject to easement rights of Declarant and non-exclusive easements rights of Owners, their guests and invitees for reasonable ingress and egress to their Lot(s).

54. **Special Assessment**: any assessment levied and assessed by the Board pursuant to *Section 8.4.*

55. **Special Assessment Limit**: the limit placed on Special Assessments forth in *Section 8.4.1.*

56. **Special Use Fees**: means the term set forth in *Section 4.1.4*

57. **State**: the State of Utah.

58. **Supplemental Declaration**: a supplement to this Declaration executed by or consented to by Declarant.

59. **Use**: one or more specific types of property development and classification as set forth in *Section 5.1* of this Declaration.

60. **Visible from Neighboring Property**: with respect to any given object, that such object is or would be visible to a person six feet (6') tall standing on Neighboring Property, on the level of the base of the object being viewed.

ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION

2.1 General Designation Creating Lilac Hill East

Declarant hereby declares that all of the Project, is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, Improved or transferred, in whole or in part, subject to this Declaration as amended and modified from time to time. In additional, some of the Project within the Project may be subject to a Recorded Supplemental Declaration as applicable from time to time.

2.1.1 Association. Declarant has caused the Association to be formed to perform certain administrative and operational functions regarding the Project as set forth more fully in the Association Documents.

2.1.2 Not Condominium or Cooperative**.** This Declaration is not a declaration of condominium. No portion of the Project is submitted by this Declaration to the condominium form of ownership. Moreover, no portion of the Project shall be a cooperative. However, portions of the Project may be submitted to the condominium form of ownership by a Supplemental Declaration.

2.1.3 No Timeshare / Fractional Share Development or Timeshare/Fractional Share Use. Notwithstanding anything to the contrary contained in this Declaration, Declarant has decreed that no portion of the Project shall be utilized or subjected to any Timeshare or Fractional Share Development or Timeshare or Fractional Share Use as defined under Utah Code Ann. Sections *57-19-2(25) through (27)* or successor statutes.

2.2 Supplemental Declarations

In General, Declarant shall have the right, alone and in its sole discretion, to execute and record in Summit County, Utah, Supplemental Declarations from time to time containing provisions which (a) assign a specific use to a portion of the Property; (b) impose additional restrictions or delete restrictions on a portion of the Property; (c) assign some or all of Declarant's rights and obligations hereunder; (d) subject some or all of the Additional Property to the effect of this Declaration; or (e) do anything else permitted by this Declaration.

ARTICLE III - LAND DESIGNATION AND ADMINISTRATION

3.1. In General

The Project may be subjected to designated Uses in accordance with the terms of this Declaration, by any Supplemental Declaration or by any other reasonable means by Declarant. Declarant may, in its sole and absolute discretion, establish any Use for the Project consistent with the terms of the Master

Plan, this Declaration and applicable law. Without limiting the foregoing, the Project may be used in the following manner:

3.1.1. Residential Areas. Residential Areas shall be those areas used for Residential Use, which shall include Lots and Improvements associated with Residential Uses including, but not limited to, Private Roads, public roads, driveways, sidewalks, walkways, entranceways, street lighting, parking spaces, public or private pedestrian walkways, bicycle and equestrian trails, public or private parks, landscaping, and other areas or amenities appurtenant to the Lots. Each Owner shall be responsible for all Improvements located on and maintenance of his or her Lot.

3.2. Disputes as to Use

If there is any dispute as to whether the designation of any portion of the Project complies with this Declaration, any Supplemental Declaration, or any other documents, the dispute shall be resolved by Declarant in its sole discretion for so long as Declarant owns any portion of the Project. After Declarant no longer owns any portion of the Project, the dispute shall be resolved by the Board of Directors. The determination rendered by Declarant or the Board of Directors, as the case may be, shall be final and binding on all Persons involved in the dispute.

ARTICLE IV – DEVELOPMENT, EASEMENTS AND RIGHTS OF ENJOYMENT

4.1 Easements of Enjoyment

Every Member shall have a right and nonexclusive easement of enjoyment in and to their Lots in the Project, subject to the following provisions:

4.1.1. Suspension of Rights. The right of the Association to suspend the voting rights of any Member and the right to the Use of the Common Areas by any Member (a) for any period during which any Assessment against such Member's Lot remains delinquent sixty (60) or more days; (b) for a period not to exceed 60 days for any infraction by such Member of this Declaration, the Rules and Regulations or any of the other governing Documents, and (c) for successive sixty (60)-day periods if any such infraction by such Member is not corrected during any prior sixty (60) day suspension period or such infraction is repeated within one (1) year of being notified of the initial infraction.

4.1.2. Rules and Regulations. The right of the Association to implement Rules and Regulations. The Rules and Regulations shall be intended, in the absolute discretion of the Board, to enhance the Project or the safety and convenience of or otherwise shall serve to promote the best interests of the Owners.

4.1.3. Governing Authority. The right of the applicable Governing Authority and any other governmental or quasi-governmental body having jurisdiction over Lilac Hill East to access and rights of ingress and egress over and across any Private Road, public road, parking area, or walkway, contained within the Lilac Hill East Subdivision for purposes of providing police and fire protection, transporting school children and providing other governmental or municipal service.

4.2 Declarant Reserved Easements

4.2.1. Landscaping Easement. By Recordation of this Declaration, Declarant does hereby reserve for itself and its successors and assigns, a perpetual alienable and transferable easement over, across and upon each and every Lot which abuts or is contiguous to the Shared Driveway for the purpose of operation and maintenance of the Shared Driveway, including but not limited to, the Use of usual and common equipment for irrigation, maintenance and landscaping thereof, which easement shall specifically constitute a part of the Shared Driveway. By way of example and not limitation, such easement shall permit, but shall not require, entry into any Lot for the purpose of planting grass, trees and shrubs, applying fertilizer, mowing and edging and removing any underbrush, trash, debris and trees.

4.2.2. Easements for Encroachments. If any part of a Lot or any Improvement built in substantial accord with the boundaries for such Lot as depicted on a Plat (or in other approved documents depicting

the location of such on the Lot) encroaches or shall encroach upon the Shared Driveway, or upon an adjoining Lot, an easement for such encroachment and for the maintenance of the same shall exist upon the written approval of the Declarant for so long as the Declarant is the Owner of a Class B Membership, and thereafter upon the written approval of the Board. If any part of the Shared Driveway encroaches or shall encroach upon a Lot or an Improvement, an easement for such encroachment and for the maintenance of the same shall exist upon the written approval of the Declarant for so long as the Declarant is the Owner of a Class B Membership, and thereafter upon the written approval of the Board. Each Owner shall have an unrestricted right of ingress or egress to and from its Lot.

4.2.3. Easements for Snow Storage, Drainage Maintenance and Flood Water. The Lots have or may have areas for snow storage or drainage maintenance as depicted upon a Recorded Plat, or otherwise found on such properties (collectively, "Drainage Control Features"). All Owners of Lots wherein Drainage Control Features are located shall remove trash and other debris therefrom and fulfill their maintenance responsibilities with respect to such Owners' Lot as provided in this Declaration. Notwithstanding the foregoing, the Declarant reserves for itself and its successors, assigns, and designees and for the Association a perpetual, nonexclusive right and easement, but not the obligation, to enter upon the Drainage Control Features located within any Lot for the purpose of maintaining, repairing, cleaning, or altering drainage and water flow, and shall have an access easement over and across any Lot (but not the Residences or other Buildings thereon) abutting or adjacent to any portion of any Drainage Control Features to the extent reasonably necessary to exercise their rights under this *Section 4.3.3*. Any or all of Declarant's and the Association's rights and easements provided for in this *Section 4.3.3.* may be transferred by Declarant or the Association to a Governing Authority at Declarant's or the Association's election by a written instrument, and Declarant's rights under this *Section 4.3.5.* shall be transferred automatically to the Association at such time as the Declarant shall cease to own any property subject to the Declaration, or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument. All persons entitled to utilize these easements shall use reasonable care in, and repair any material damage resulting from, the Use of such easements. Nothing herein shall be construed to make Declarant, the Association or any other Person liable for damage resulting from flooding due to heavy rainfall, excessive spring run-off, or natural disasters. Owners or Residents are strictly prohibited from disrupting the drainage pattern and shall not interfere with, obstruct, re-channel, construct upon, alter, build-in, fill-in, or impair any Drainage Control Features or the drainage pattern over his or her Lot from or to any other Lot as that pattern may be established by a Governing Authority or by Declarant, the Association, a Builder, or another developer.

4.3 Easements for Utilities

4.4.1. In Lot. There is hereby created a blanket easement upon, across, over and under each Lot for ingress to, egress from, and for the installation, replacing, repairing and maintaining of, all utility and service lines and systems, including, but not limited to storm drain, water, sewer, gas, telephone, electricity, television cable or communication lines and systems, as such utilities are installed in connection with the initial development of each Lot and the construction of the Improvements thereon and also to the extent deemed necessary thereafter by the Declarant or the Board, provided that the location of any such easements shall not unreasonably interfere with the intended Use of such Lot by the Owner thereof. Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment on the Project and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of Buildings on the Lots. Notwithstanding anything to the contrary contained in this *Section*, no sewers, storm drain lines, electrical lines, water lines, or other utilities or service lines may be installed or relocated on any Lot except as approved by the Declarant (or the Board following the expiration of the Period of Declarant Control).

4.4 Easements for Ingress and Egress

There are hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks and lanes that from time to time may exist upon the Shared Driveway. There

is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes. Such easements shall run in favor of and be for the benefit of the Owners and Residents of the Lots and their guests, families, tenants and invitees. There is also hereby created an easement upon, across and over Shared Driveways and Private Roads and private parking areas within the Project for vehicular and pedestrian ingress and egress for police, fire, medical and other emergency vehicles and personnel. Declarant for so long as the Declarant is the Owner of a Class B Membership, and thereafter upon the written approval of the Board shall have the right to relocate and/or reconfigure any and all such easements from time to time as it sees fit without the consent of any Owners (but subject to any necessary approvals of the County or any other governmental body or agency having jurisdiction including in particular, but without limitation, the easements granted herein for police, fire, medical and other emergency vehicles and personnel).

ARTICLE V -USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

5.1 Use Classifications

5.1.1. Use Classifications, restrictions, easements, rights-of-way and other matters, including new or different Uses and restrictions therefor and including any number of subclassifications thereof for any special uses, shall be fixed by Declarant and are as disclosed on the Plat as recorded in the office of the Summit County Recorder.

5.1.2. Unless otherwise specifically provided in the Governing Documents, the definitions and characteristics of such Use Classifications, and specific permitted and prohibited uses in such Use Classifications, shall be within the complete discretion of Declarant. This Declaration shall be subject to the zoning, Use, and development laws, ordinances, rules and regulations, and policies of the applicable Governing Authority.

5.1.3. Health, Safety and Welfare Rules or Regulations. In the event any uses and activities are deemed by the Board to be a nuisance or to adversely affect the health, safety or welfare of Owners and Residents, the Board may make rules restricting or regulating their presence within the Project as part of the Rules and Regulations.

5.1.4. Right of Entry. During reasonable hours and upon reasonable notice to the Owner or other Resident, tenant, or occupant of a Lot which shall not be less than forty-eight (48) hours, any Member of the Board or any authorized representative of the Board, shall have the right to enter upon and inspect any Lot and the Improvements thereon, except for the interior portions of any completed Residence, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such Persons shall not be deemed guilty of trespass by reason of such entry.

5.1.5. Citation, Fines and Penalties.

5.1.5.1. The Association, by and through the Board or its Manager, may issue a citation to any Owner whose behavior or Use of his Lot does not conform to the Association's Governing Documents ("Non-Conforming Member"). Owners are responsible for the action and/or failure to act on the part of their family members, guests, visitors, tenants, and invitees.

5.1.5.2. Written Warning of Non-Conforming Use. The Association shall send a written warning of non-conforming use and deliver it consistent with the notice provisions in the Bylaws. The warning shall generally advise the Non-Conforming Member of the nature of the offense, cite the specific provision with the Governing Documents which the Non-Conforming Member has violated, state that the Board will assess fines or impose nonmonetary penalties including suspension of privileges if the violation is continuing and not cured in not less than forty-eight (48) hours after the date of the warning. This warning shall also advise the Non-Conforming Member of the Association's power to impose fines or other monetary penalties if the Non-Conforming Member commits similar violations within one (1) year after the day of the written warning is

issued or a fine is assessed. Notwithstanding the provisions in this *Section*, the Board is not required to provide a warning if it determines that the interests of health and safety of the residents of Lilac Hill East requires a more expedited handling of the allegations.

5.1.5.3. Issuance of Fine. The Board may issue a fine against the Non-Conforming Member if: (i) the Non-Conforming Member does not cure a continuing violation within the time noted in the warning described in *Section 5.1.5.2*, or (ii) within one (1) year after the date of the written warning, the Non-Conforming Member commits another violation of the same rule or provision identified in the warning. Fines may only be made for a violation of a rule, Covenant, condition or restriction and in the amount found in the Governing Documents. Fines may accrue interest and late fees as provided for in the Governing Documents. The Association shall provide written notice of the issuance of a fine.

5.1.5.4. Additional Fines for Repeated or Continuing Violations. After the Board assesses a fine under *Section 5.1.5.3.*, the Board may, without further warning or notice, assess an additional fine against the Non-Conforming Member each time the Owner: (i) commits a violation of the same rule or provision within one (1) year after the day on which the Board assesses a fine for a violation of the same rule or provision; or (ii) allows a violation to continue for ten (10) days or longer after the day on which the Board assesses a fine.

5.1.5.5. Right to Informal Hearing. A Non-Conforming Member has a right to dispute a fine by requesting a hearing with the Board within thirty (30) days after the day on which the Non-Conforming Member receives or is deemed to receive notice that a fine has been assessed. If the Non-Conforming Member timely requests an informal hearing, no interest or late fees may accrue until after the Board conducts the hearing and notifies the Non-Conforming Member of its final decision. The Non-Conforming Member shall be afforded a reasonable opportunity to be heard consistent with the procedures contained in the Governing Documents. The Non-Conforming Member must demonstrate *extenuating circumstances* which require deviation from the Governing Documents and shall include all pertinent backup information to support the existence of the *extenuating circumstance*. The decision of the Board shall be binding. See Governing Documents for informal hearing procedures.

5.1.6. Notice of Violation. The Association shall have the right to Record a written notice of a violation by any Owner or Resident of any restriction or provision of this Declaration. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information: (a) the name of the Owner or Resident; (b) the legal description of the Lot against which the notice is being Recorded; (c) a brief description of the nature of the violation; (d) a statement that the notice is being Recorded by the Association pursuant to this Declaration; and (e) a statement of the specific steps which must be taken by the Owner or Resident to cure the violation. Recordation of a notice of violation shall serve as a notice to the Owner and Resident, and to any subsequent purchaser of the Lot, that there is such a violation. If, after the Recordation of such notice of violation, it is determined by the Board that the violation referred to in the notice does not exist or that the violation referred to in the notice has been cured, the Association shall Record a notice of compliance which shall state the legal description of the Lot against which the notice of violation was Recorded, the Recording data of the notice of violation, and shall state that the violation referred to in the notice of violation has been cured or, if such be the case, that it did not exist. Notwithstanding the foregoing, failure by the Association to Record a notice of violation shall not constitute a waiver of any existing violation or evidence that no violation exists. The Association's exercise of the right to record a notice of violation under this *Section* shall not be deemed a slander of title.

5.2 Covenants Applicable to All Use Classifications

The following Covenants, conditions, restrictions and reservations of easements and rights shall apply to all Lots, the Owners and lessees thereof, and all Residents.

5.2.1 General. All property in the Project may be used only for the occupancy of Residences.

5.2.2. Compliance with the Documents. Every Owner shall cause all occupants of his or her Lot to comply with the Governing Documents and shall be responsible for all violations, losses, caused by such occupants, notwithstanding the fact that such occupants of a Lot shall be held jointly and severally liable and may be sanctioned for any violation of the Governing Documents.

5.2.3. Business Activities. Property classified for the purposes set forth in Section *5.3.1* may only be used for any business that complies with the Governing Documents, such that an Owner or Resident may conduct business activities within the Residence so long as:

5.2.3.1. the Owner or Resident obtains all necessary licenses and permits;

5.2.3.2. the activity conforms to applicable laws, including all zoning requirements for the Project;

5.2.3.3. the activity does not require or involve members of the Public routinely visiting the Residence;

5.2.3.4. the activity is consistent with the residential character of the Project, does not constitute a nuisance, or a hazardous or offensive Use, or threaten the security or safety of other residents of the Project, as may be determined by the Board acting on behalf of the Declarant; and

5.2.3.5. the Owner or resident obtains the prior written consent of the Board.

5.2.3.6. Business Exemptions. This *Section* shall not apply to any activity conducted by Declarant, or a Builder approved by Declarant, with respect to its development, construction and sale of the Lots or their Use of any Residences which it owns within the Project.

5.2.3.7. Short-Term Rentals. Notwithstanding any provisions contained in this *Section 5.2.3* or in any other *Section* of this Declaration, short-term rentals of Residences within the Project are permitted, but rentals of Residences shall be subject to terms, conditions and restrictions of these Governing Documents. All short-term rentals shall be subject to the provisions of the Governing Documents and shall obligate the tenants to comply with the Governing Documents. If the tenants fail to comply with the terms of the Governing Documents, then the Board, in addition to any other remedies available to it, may evict the tenants on behalf of the Owner and specifically assess all costs associated therewith against the Owner. An Owner shall be responsible and liable for any damage to the Project caused by the Owner's tenants.

5.2.4. Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot or other property so as to be Visible from Neighboring Property.

5.2.5. Landscape Maintenance of Lots.

5.2.5.1. The Owner of each Lot shall be responsible to landscape, plant, care for, maintain, irrigate, and repair all areas on such Owner's Lot. The Governing Documents establish minimum standards of maintenance and care for all Lot areas. If the Owner of a Lot fails to landscape, plant, care for, maintain, irrigate, or repair such Owner's Lot in a manner consistent with the requirements of this Declaration and the Governing Documents, then the Association shall have the right to cause such Owner's Lot to be landscaped, planted, cared for, maintained, irrigated, and repaired in a manner consistent with this Declaration and the Governing Documents, and the Association shall have the right to levy against the Owner of such Lot an Individual Assessment for all of the costs related thereto incurred by the Association to care for, maintain, and repair such landscaped areas.

5.2.5.2. Intentionally omitted.

5.2.5.3. Specific guidelines and restrictions on landscaping are established by the Board and may change from time to time. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced immediately or as soon as reasonably practicable, as determined by the Board in its

sole discretion. All lawn areas shall be neatly mowed, and trees, shrubs and bushes shall be properly pruned and trimmed.

5.2.6. Leasing. An Owner who leases his or her Residence shall be deemed to have delegated all such rights to the Lot's lessee. Any leasing of a Residence shall be in compliance with the provisions of the Governing Documents. All Leases shall be subject to the provisions of the Governing Documents and shall obligate the tenant to comply with the Governing Documents. If the tenant fails to comply with the terms of the Governing Documents, then the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner. An Owner shall be responsible and liable for any damage to the Project caused by the Owner's tenants.

5.2.7. Animals. No animal, bird, fish, or reptile other than a reasonable number of generally recognized house or yard pets as determined solely by the Board, shall be maintained on any Lot and then only if they are kept, and raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept within a Lot or Residence or on a leash at all times. No animal, bird, fish, or reptile shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal, bird, fish, or reptile shall be maintained so as to be visible from Neighboring Property, unless otherwise approved by the Board. Enclosures, kennels, runs and the leash areas must be kept clean and sanitary and must be located not less than fifteen (15) feet from any property line on such Owner's Lot. If a pet defecates on any portion of the Project, the Owner of such animal shall immediately remove all feces left by such Owner's pet. The Board may establish in the Rules and Regulations a maximum number of domestic pets and/or the maximum size or weight of any of such pets that may be kept or maintained by any Owner of any Lot. The Rules and Regulations may also establish restrictions or prohibitions with respect to animals left unattended in yards or on private decks and the construction of electric fences to contain pets. If an Owner or Resident fails to abide by the terms of this Declaration and the Governing Documents applicable to pets, additional restrictions and fees will be enforced. Horses, livestock or wildlife are prohibited.

5.2.8. Accessory Buildings. Accessory Buildings are subject to the Governing Documents and Park City Municipal Code. Any outdoor areas which house trash containers, firewood, maintenance/service equipment (i.e. snowblowers, etc.), or overflow Residential storage shall be screened.

5.2.9. Antennas, Satellite Dishes and Flag Poles. To the full extent permissible under State and federal law, no television, radio, shortwave, microwave, satellite, or other antenna, flag pole, tower or dish shall be placed, constructed or maintained upon any Lot, or other part of the Project unless such antenna, pole, tower or dish is fully and attractively screened or concealed, which means of screening or concealment shall be subject to the Governing Documents and the Rules and Regulations and prior approval of the ARC. Notwithstanding the foregoing, the ARC may allow, pursuant to the Governing Documents, the placing on a Lot of a flag pole no greater than eight (8) feet in length for the purpose of displaying the national flag of the United States of America, which flag shall be no greater than twenty (20) square feet in size.

5.2.10. Artificial Vegetation, Exterior Decorations and Lighting. Artificial vegetation and exterior decorations are governed by the Rules and Regulations. Lighting, sculptures, fountains, and similar items are subject to the Governing Documents and must be pre-approved by the ARC.

5.2.11. Architectural Control. No Improvements (whether temporary or permanent), alterations, repairs, excavation, grading, decks, landscaping or other work which in any way alters the exterior appearance of any portion of the Project, or the Improvements located thereon, from its natural or improved state existing on the date this Declaration is Recorded shall be made or done without the prior written approval of the ARC pursuant to *Article XII* except as otherwise expressly provided in this Declaration. No Building, fence, wall, Residence or other structure shall be commenced, erected, maintained, improved, altered or made without the prior written approval of the ARC pursuant to *Article XII*. All subsequent additions to or changes or alterations in any Building, fence, wall or other structure, including exterior color scheme, and all changes in the grade of Lots, shall be subject to the prior written approval of the ARC

pursuant to *Article XII*. No changes or deviations in or from the plans and specifications once approved by the ARC shall be made without the prior written approval of the ARC pursuant to *Article XII*.

5.2.12. Construction Activities. All construction activities and parking in connection with the building of Improvements on any Lot shall be subject to the Governing Documents and approved by the ARC pursuant to *Article XII*. The Board acting on behalf of the Declarant shall have the right to determine the existence of any nuisance arising out of construction and any activities related thereto. The Board has the right to impose fines related to violations of the Governing Documents. The Governing Documents may require submittal to the ARC of site-specific construction mitigation plans prior to the commencement of any construction activities.

5.2.13. Diseases and Insects. No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

5.2.8. Drainage. No Owner or Resident shall interfere with or obstruct the drainage pattern over his or her Lot from or to any other Lot as that pattern may be established by Declarant, a Builder, or any other developer or as described in *Section 4.3.5* hereof with respect to Drainage Control Features.

5.2.14. Energy Conservation Equipment. No solar energy collector panels, attendant hardware related thereto, or other energy conservation equipment shall be constructed or installed on any Building or Residence located within the Project without the prior written consent of the ARC acting on behalf of the Declarant and must be an integral and harmonious part of the architectural design of the Building or Residence, as determined in the sole discretion of the ARC. The ARC may impose reasonable restrictions on the solar energy system's size, location and manner of placement consistent with *Section 57-8a-701, et. seq.,* of the Utah Code, as such *Section* may be amended, supplemented or replaced from time to time.

5.2.15. Fences and Walls. Perimeter fences or walls shall not be constructed or otherwise allowed within the Project without prior approval by the ARC.

5.2.16. Landscaping.

5.2.16.1. Installation. Any landscaping and irrigation installed on a Lot must be installed pursuant to a landscape plan that has been approved in advance by the ARC. All such landscape plans shall contain requirements for the commencement and completion of all such landscape Improvements. The required minimum landscaping for all Lots shall be as set forth in the Governing Documents.

5.2.16.2. Nuisances. No weeds, dead trees or plants, rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the Residents of such other property, as determined by the Board on a reasonable, good faith basis. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its Residents, as determined by the Board on a reasonable, good faith basis. Without limiting the generality of any of the foregoing provisions, except as specifically provided in this *Section 5.2.12.2*, no exterior speakers, horns, whistles, firecrackers, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property.

5.2.16.3. Dumping. No Person may dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances anywhere on the Project, except that fertilizers may be applied to landscaping, provided care is taken to minimize runoff.

5.2.17. Irrigation. No sprinkler or irrigation systems of any type which draw from any body of water within the Project shall be installed, constructed or operated by any Person, other than the Association, Declarant, without the pre-approval of the ARC. All Lots which are developed are required to have an underground irrigation system which shall be maintained by the Owner of such property.

5.2.18. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a Building, appurtenant structures, or other Improvements; (ii) that which Declarant or the Association may require for the operation and maintenance of the Project; or (iii) that which is used or displayed in connection with any business permitted under this Declaration.

5.2.19. Mineral Exploration. No portion of the Project shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, gas, earth or any earth substance of any kind. No derrick or other structure designed for use in boring for water, oil, or other hydrocarbons or minerals of any kind or nature shall be erected, maintained or permitted on any portion of the Project.

5.2.20. Outdoor Play Apparatus, Sculptures, Flag Poles, and Art. Outdoor play apparatus, structures, basketball goals, backboards, swimming pools, spas or hot tubs, water features, tennis courts, sports courts, pickleball courts, and swing sets, sculptures, or outdoor art are subject to the Governing Documents.

5.2.21. Overhead Encroachments. Except as provided for herein, no tree, shrub or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, the Shared Driveway, private road, public road, pedestrian way, or other area from ground level to a height of eight (8) feet without the prior approval of the Board. Notwithstanding the foregoing, if any part of a healthy tree or shrub shall encroach upon an adjoining Lot, an easement for such encroachment and for the maintenance of the same shall and does exist, provided such encroachment does not create a hazardous, dangerous, unsafe or unsightly or otherwise objectionable condition, as determined by the Board acting on behalf of the Declarant. Upon consent of the Owner of the adjoining Lot, an encroaching Owner shall have the right to access the adjoining Lot to the extent reasonably necessary to maintain an encroaching tree or shrub.

5.2.20. Parking, Stowing and Towing. All Motor Vehicles, including Recreational Vehicles, and trailers associated therewith are subject to parking and storage restrictions as defined in the Governing Documents. Violations of any rules or restrictions related to parking and storage may result in the assessment of fines and/or towing.

5.2.21. Repair of Improvements. No Improvement on any Lot shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof, unless otherwise provided in this Declaration. In the event any Improvement is damaged or destroyed, then, subject to the approvals required by *Section 5.2.4* above, such Improvement shall be immediately repaired, rebuilt or demolished by the Owner thereof, unless otherwise provided in this Declaration. If any Improvement should be demolished, then the Owner shall at all times maintain the vacant Lot in a clean and slightly condition, and shall clear and shall continue to clear the Lot of any weeds, debris, garbage, tree pruning, or like items.

5.2.22. Roofs. To the full extent permissible under the Governing Documents or under State and federal law, no apparatus, structure or object shall be placed on the roof of a Residence or other Improvement without the prior written consent of the ARC. Any apparatus, structure or object approved by the ARC for placement on the roof of a Residence shall be mounted on the rear of the roof so that such apparatus or object is below the highest ridge on the roof. No air conditioning units or evaporative coolers extending from windows or protruding from roofs are permitted, except as installed by Declarant or as approved by the ARC. The Governing Documents may contain additional restrictions and conditions regarding the placement of apparatus, structures and objects on the roof of a Residence.

5.2.23. Restriction on Further Subdivision, Property Restrictions and Rezoning. No Lot shall be further subdivided or separated into smaller Lots or interests by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Declarant (or the Board following the expiration of the Period of

Declarant Control), which approval must be evidenced on the Plat or other instrument creating the subdivision, easement or other interest. This provision shall not apply to transfers of an ownership interest in the whole of any Lot. Further, this provision shall not, in any way, limit Declarant from subdividing or separating into Lots the Project, which has not previously been Platted or subdivided into Lots. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other Person against any Lot without the provisions thereof having been first approved in writing by the Declarant (or the Board following the expiration of the Period of Declarant Control), and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with a Governing Authority, unless the proposed use of the Lot complies with this Declaration.

5.2.24. Sight Distance at Intersections. All property located at road intersections shall be maintained so as to permit safe sight across the road corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

5.2.25. Signs. No signs (including, but not limited to commercial, political, "For Sale," "For Rent," and similar signs) which are visible from a Neighboring Property shall be erected or maintained on any Lot without the prior written consent of the Board except:

5.2.25.1. The Owner of a Residence may display one "For Sale" or "For Rent" sign as determined in the Governing Documents;

5.2.25.2. Signs erected and maintained by Declarant (or the Association pursuant to *Section 11.1.4*) pursuant to this Declaration;

5.2.25.3. Signs required by law;

5.2.25.4. Residence identification signs, provided the size, color, content and location of such signs have been approved in writing by the ARC;

5.2.25.5. Signs of Builders approved from time to time by the ARC as to number, size, color, design, content, location and type;

5.2.25.6. Such construction job identification signs and subdivision identification signs which are in conformance with the requirements of any Governing Authority and which have been approved in writing by the ARC as to number, size, color, design, content, and location; and

5.2.25.7. Signs identifying the entry way to locations of special interest, provided the size, color, content and location of such signs have been approved in writing by the ARC.

5.2.26. Tanks. Unless otherwise approved by Declarant or the Board, no tanks of any kind (including tanks for the storage of fuel) shall be erected, placed or maintained on any Lot, unless such tanks are buried underground. Nothing herein shall be deemed to prohibit Use or storage upon any Lot of an above ground propane or similar fuel tank with a capacity of ten (10) gallons or less used in connection with a normal Residential gas barbecue, grill or fireplace or a spa or "hot tub", so long as any such tank either: (a) has a capacity of ten (10) gallons or less; or (b) is appropriately stored, used and/or screened, in accordance with the Governing Documents or as otherwise approved by the ARC. The Rules and Regulations may contain additional conditions and restrictions regarding the use and placement on a Lot of propane or similar fuel tanks. Notwithstanding the foregoing, Declarant or a Builder shall have the right to use above-ground tanks during the course of construction and related activities in the development of the Project as otherwise authorized by applicable Governing Authorities.

5.2.27. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style required by the County and approved by the Board. Such containers should be stored and made available for collection as provided for in the Rules and Regulations. All rubbish, trash and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

5.2.28. Utility Service. No lines, wires or other devices for communication or for the transmission of electric current or power, including telephone, television and radio signals, and cable information highways, shall be erected, placed or maintained anywhere in or upon any Lot, unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on Buildings or other structures as approved by the Declarant (or the Board following the expiration of the Period of Declarant Control), except for:

5.2.28.1. Overhead power poles and lines to perimeter areas of the Project as approved by Declarant (or the Board following the expiration of the Period of Declarant Control); and

5.2.28.2. Boxes on the ground for electrical or communication connections, junctions, transformers and other apparatus customarily used in connection with such underground lines, wires and other devices as approved by the Declarant (or the Board following the expiration of the Period of Declarant Control).

5.2.28.3. All utilities within the Project shall be installed underground, unless otherwise specifically pre-approved by Declarant (or the Board following the expiration of the Period of Declarant Control). To the extent possible, utility lines, including without limitation cable television and gas lines, should be installed, repaired or replaced under existing roads, sidewalks and driveways by a method which will not disturb the paved surface of such road, sidewalk or driveway. This restriction is intended to preserve the aesthetic nature of the paved surfaces.

5.2.29. Violations of Law. Any activity which violates local, State, or federal laws or Regulations is prohibited, and the Board may exercise the remedies provided for herein to compel an Owner to resolve the violation; however, the Board shall have no obligation to take enforcement action in the event of a violation.

5.3 Exculpations and Approvals

Declarant, the Association, the ARC and any of their agents may grant, withhold or deny their consent, permission or approval in any instance when their consent, permission or approval is permitted or required at their sole discretion and without any liability of any nature or kind to any Owner or any other Person for any reason whatsoever and shall be indemnified and held harmless by such Owner or other Person from any and all damages resulting therefrom, including, but not limited to, court costs and reasonable attorneys' fees. Every consent, permission or approval by Declarant, the Association, the ARC or any of their agents under this Declaration shall be in writing and binding upon all Persons.

5.4 Variances

Subject to the provisions of the Governing Documents, the Board may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in *Article V* of this Declaration or in the other Governing Documents, if the Board determines in its discretion (a) either (1) that a restriction would create an unreasonable hardship or burden on an Owner which hardship is not self-imposed by such Owner or (2) that a change of circumstances since the date this Declaration is Recorded has rendered such restriction obsolete and (b) that the activity permitted under the variance will not have any substantial adverse effect on the Owners and Residents of the Project and is consistent with the high quality of life intended for Owners and Residents of the Project.

ARTICLE VI - ORGANIZATION OF ASSOCIATION

6.1 Formation of Association

The Association shall be a Utah nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

6.2 Board of Directors and Officers

The affairs of the Association shall be conducted by a Board of three (3) or five (5) directors and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws, as the same may be amended from time to time. The initial Board shall be composed of three (3) directors appointed by Declarant, which initial Board shall be controlled by Declarant until the expiration of the Period of Declarant Control. At the first meeting after the expiration of the Period of Declarant Control, three Members of the Board shall be elected by the Owners; two Members shall be elected for two-year terms and one Member shall be elected for a one-year term. Thereafter, all Members of the Board shall be elected for staggered two-year terms. If the Board is expanded to five (5) Directors, the election shall happen on the year that only one (1) Director is elected. The Board may also appoint various committees and may appoint a Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board's responsibilities shall include, but shall not be limited to, the following:

6.2.1. administration;

6.2.2. preparing and administering an operational Budget;

6.2.3. establishing and administering an adequate Reserve Fund;

6.2.4. scheduling and conducting the annual meeting and other meetings of the Members;

6.2.5. collecting and enforcing the Assessments;

6.2.6. accounting functions and maintaining Records;

6.2.7. promulgation and enforcement of the Rules and Regulations; and

6.2.8. all the other duties imposed upon the Board pursuant to the Governing Documents, including the enforcement thereof.

6.3 Rules and Regulations

By a majority vote, the Board may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal Rules and Regulations. The Rules and Regulations may restrict and govern the Use of any area of the Project by any Member or Resident, by the family of such Member, or by any invitee, licensee or tenant of such Member; provided, however, that the Rules and Regulations shall be reasonable and consistent with the rest of the Governing Documents. No Rule or Regulation may discriminate among Members.

6.3.1. Notwithstanding any provision in this Declaration to the contrary, no rule, regulation or action of the Association, Board or Manager shall unreasonably impede Declarant's right to develop the Project.

6.3.2. ALL OWNERS ARE GIVEN NOTICE THAT THE USE OF THEIR LOT IS LIMITED BY THE RULES AND REGULATIONS AND ALL OTHER GOVERNING DOCUMENTS AS AMENDED, EXPANDED, AND OTHERWISE MODIFIED FROM TIME TO TIME. EACH OWNER, BY ACCEPTANCE OF A DEED, ACKNOWLEDGES AND AGREES THAT THE USE AND ENJOYMENT AND ABILITY OF HIS OR HER LOT CAN BE AFFECTED BY THIS PROVISION AND THAT THE GOVERNING DOCUMENTS MAY CHANGE FROM TIME TO TIME. ALL PURCHASERS OF LOTS ARE ON NOTICE THAT DECLARANT AND/OR THE BOARD MAY ADOPT CHANGES TO THE GOVERNING DOCUMENTS FROM TIME TO TIME. COPIES OF THE GOVERNING DOCUMENTS MAY BE OBTAINED FROM THE ASSOCIATION.

6.3.3. In addition to the right to adopt Rules and Regulations on the matters expressly mentioned elsewhere in this Declaration, the Association (through its Board) shall have the right to adopt Rules and Regulations with respect to all other aspects of the Association's rights, activities and duties, provided

said Rules and Regulations are not inconsistent with the provisions of this Declaration and the other Governing Documents.

6.4 Personal Liability

No Member of the Board of the Association, no Member of any committee of the Association, no officer of the Association and no Manager or other employee of the Association shall be personally liable to any Member or to any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the ARC, the Manager, any representative or employee of the Association or any committee, committee Member or officer of the Association; provided, however, the limitations set forth in this *Section 6.4* shall not apply to any Person who has failed to act in good faith or has engaged in willful or intentional misconduct.

6.5 Professional Management

The Association may carry out through the Manager those of its functions which are properly subject to delegation. The Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Project for the benefit of the Association and the Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. Any such management agreement may be terminated by the Declarant without cause at any time during the Period of Declarant Control. In addition, any such management agreement may be terminated by the Association without cause upon giving reasonable notice at any time after the expiration of the Period of Declarant Control.

6.6 Implied Rights

The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Association may be exercised by the Board without a vote of the Members. The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty of the Board to institute litigation on behalf of or in the name of the Association or its Members. In exercising the Association's rights and powers, making decisions on behalf of the Association, and conducting the Association's affairs, Members of the Board shall be subject to, and their actions shall be judged in accordance with, the standards set forth in the Articles and Bylaws. All final decisions of the Board shall be final and binding upon all associated Persons.

ARTICLE VII - MEMBERSHIPS AND VOTING

7.1 Membership

Every Person who is the Owner of a Lot shall be subject to Assessments and shall be a Member of the Association (provided, however, Declarant as a Class B Member shall be and shall remain a Member of the Association at all times that the Class B Member status exists with voting rights, notwithstanding its temporary exemption status from required Assessments payments). Each such Owner shall have the following number of Memberships:

7.1.1 Lots. One Membership for each Lot owned by the Member.

7.1.2. Intentionally omitted.

7.1.3. Each Membership shall be appurtenant to and may not be separated from ownership of a Lot to which the Membership is attributable. As provided in this *Section 7.1* above, there shall be only one

Membership for each Lot, which Memberships shall be shared by any joint Owners of, or Owners of undivided interests in a Lot.

7.2 Declarant

The Declarant shall be a Member of the Association for so long as the Declarant holds a Class B Membership pursuant to *Section 7.3.2* below or for owns any Lots within the Project and holds a Class A Membership.

7.3 Voting Rights

7.3.1. Class A. The Class A Memberships shall be all Memberships other than the Class B Memberships held by the Declarant. Each Owner shall be entitled to one (1) vote for each Class A Membership held by the Owner, subject to the authority of the Board to suspend the voting rights of the Owner for violations of this Declaration in accordance with the provisions hereof. Notwithstanding the forgoing, no vote shall be cast or counted for any Class A Membership not subject to Assessment.

7.3.2. Class B. The Class B Memberships shall be held only by the Declarant and any successor of Declarant who takes title to any Lot from Declarant for the purpose of development and sale and who is designated to be the owner of a Class B Membership in a Recorded instrument executed by Declarant. Except as provided in the preceding sentence, upon the sale of a Lot by Declarant, the transferee of such Lot shall automatically become the Owner of a Class A Membership. The Declarant shall initially be entitled to ten (10) votes for each Lot owned by Declarant. The Class B Memberships shall cease and shall be converted to Class A Memberships, on the basis of the number of Lots then owned by the Declarant, on the happening of the first of the following events (herein referred to as the "Event" or "Events"):

7.3.2.1. four (4) months after 75% of the Lots within the Project owned by Declarant have been conveyed to Owners other than Declarant; or

7.3.2.2. seven (7) years after Declarant and any successor in interest to the rights of Declarant as the Declarant under this Declaration has ceased to offer Lots for sale in the ordinary course of business; or

7.3.2.3 the day when Declarant, in its sole discretion, records an instrument in the Office of the Recorder in Summit County, Utah, that it voluntarily surrenders some or all of its rights to control activities of the Association following written notice to the Owners.

7.3.2.4. If and when Declarant elects to voluntarily relinquish control of the Association, described in *Section 7.3.2.3* above, Declarant shall send written notice of such relinquishment to the Board. The notice shall state the effective date of the relinquishment, which date shall be the effective date of the Event.

7.3.2.5. From and after the happening of such above-described Events, whichever occurs first, (i) the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot owned, (ii) the Board shall call an annual or special meeting, as applicable, in the manner described in the Bylaws to (A) advise the Owners of the termination of the Class B Member status, and (B) elect a new Board in accordance with *Section 6.2* above.

7.3.3. Voting Threshold. Except as otherwise expressly provided in this Declaration or in any of the other Governing Documents, any issue put to a vote by ballot without a meeting or at a duly called meeting of the Members at which a quorum is present shall be decided by a simple majority of all votes represented in Person or by valid proxy at such meeting.

7.4 Membership Rights

Each Member shall have the rights, duties and obligations set forth in this Declaration and such other rights, duties and obligations as are set forth in the Governing Documents, as the same may be amended from time to time. In any situation in which a Member is entitled personally to exercise the vote appurtenant to such Member's Lot and there is more than one Owner of a particular Lot, the vote associated

with such Lot shall be exercised as such co-Owners determine among themselves and as they then advise the Board in writing. Absent such written designation by joint Owners of a Lot, the Lot's vote shall be suspended, if more than one Persons seek to exercise it.

7.5 Transfer of Membership

The rights and obligations of the Owner of a Membership in the Association shall not be assigned, transferred, pledged, designated, conveyed or alienated in any way, except upon the transfer of ownership to an Owner's Lot and then only to the transferee of ownership to such Lot. A transfer of ownership to a Lot may be affected by Deed, intestate succession, testamentary disposition, foreclosure of a Mortgage or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Utah. Any transfer of ownership to a Lot shall automatically operate to transfer the Membership(s) appurtenant to said Lot to the new Owner thereof.

ARTICLE VIII - COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

8.1 Creation of Lien and Personal Obligation of Assessments

Declarant, for each Lot hereafter established within the Project, hereby covenants and agrees, and each Owner by acceptance of a Deed or other conveyance of a Lot (whether or not it shall be so expressed in such Deed or conveyance) is deemed to covenant and agree, to pay Assessments as provided in this Declaration. All Assessments shall be established and collected as hereinafter provided. No diminution or abatement of Assessments nor any decrease, offset or deduction shall be claimed or allowed by reason of any alleged failure of the Association or the Board to take some action or to perform some function required to be taken or performed by the Association or the Board under this Declaration or any of the Governing Documents, or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken by the Association or the Board to comply with any law, ordinance, or with any order or directive of any Governing Authority or other governmental authority. The obligation to pay Assessments shall be deemed to be a separate and independent covenant on the part of each Owner. The Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing servitude and lien upon the Lot against which each such Assessment is made. The Assessments, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessments fell due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner, unless expressly assumed by them. However, the lien upon the applicable Lot for any unpaid Assessments existing at the time of any transfer shall continue, notwithstanding such transfer, until the Assessments have been paid in full.

8.2 Property Assessable Upon Recording of Deed

ALL OWNERS ARE GIVEN NOTICE THAT THEIR LOT(S) SHALL BE SUBJECT TO FULL ASSESSMENT IN ACCORDANCE WITH THE TERMS OF THIS DECLARATION UPON ACCEPTANCE OF A DEED, REGARDLESS OF WHETHER OR NOT SUCH LOT(S) HAVE BEEN IMPROVED, EXCEPT AS OTHERWISE PROVIDED IN THIS DECLARATION. At the time a Deed is Recorded conveying a Lot to an Owner, such Lot shall thereupon be subject to the Assessments, and the Board shall levy such Assessments upon the Owner of the Lot at closing of the sale or purchase. Assessments shall be prorated for the remaining portion of the Assessment term, e.g. annual, semi-annual, quarterly or monthly basis, as determined by the Board. In any dispute, question or controversy regarding whether property is Assessable Property, the Board shall have the exclusive power and authority to decide such dispute, question or controversy, and any decision regarding the foregoing shall be conclusive and binding on all interested parties. All decisions of the Board regarding the foregoing shall be final and binding on all associated Persons.

8.2.1. Membership Initiation Fee. Upon the initial transfer of a Lot from the Declarant to a Person, in addition to Assessments being prorated for the remaining portion of the Assessment term, a one-time Membership Initiation Fee shall be charged as an Individual Assessment at closing in an amount equaling the next full quarter of Assessments. All Membership Initiation Fees assessed shall be deposited into the Reserve Fund to be used for the purposes described in *Section 8.3.3.4 herein.* The Membership Initiation Fee shall not be charged on subsequent transfers of a Lot.

8.3 Assessments

Assessments shall be computed and assessed against all Lots as follows:

8.3.1. Purpose of Assessments. The Assessments provided for herein are assessed and collected by the Board for the purpose of obtaining from the Owners the funds necessary to enable the Association to pay the Common Area Expenses incurred by the Association in the performance of the responsibilities and duties of the Association as set forth in the Governing Documents.

8.3.2. Creation of Assessments. Owners shall pay Assessments as they may be calculated and charged from time to time by the Board.

8.3.3. Budget. At least annually the Board shall prepare and adopt a Budget for the Association.

8.3.3.1. Itemization. The Budget shall set forth an itemization of the anticipated Common Area Expenses for the 12-month calendar year, commencing the following January 1.

8.3.3.2. Basis. The Budget shall be based upon advance estimates of cash requirements by the Board to provide for the payment of all estimated Common Area Expenses. Estimates shall include but are not limited to expenses of management, grounds maintenance, taxes and Special Assessments, premiums for all insurance which the Board is required or permitted to maintain, community lighting and heating, water charges, repairs and maintenance of specified areas and replacement of those elements of the specified areas that must be replaced on a periodic basis, wages for Association employees or contractors, legal and accounting fees, any deficit remaining from a previous period, the creation of a reasonable contingency reserve, surplus or sinking fund, Capital Improvements, general reserve fund, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration.

8.3.3.3. Presentation of the Budget. The Board shall present the adopted Budget to the Members at a meeting of the Members called for the purpose of the presentation of the Budget, which may be the annual meeting of the Members or a special meeting of the Members called for that purpose. The Budget shall be deemed approved and effective unless, within forty-five (45) days after the date of the meeting at which the Board presented the Budget to the Members, there is a vote of disapproval by at least fifty-one percent (51%) of all the Members entitled to vote , which vote shall be taken at a special meeting called for that purpose by the Members pursuant to the terms of this Declaration or the Bylaws. Notwithstanding the foregoing, if the Members disapprove all or a portion of the Budget, for the succeeding year, then and until such time as a new Budget shall have been adopted by the Board, the Budget last adopted by the Board (and not disapproved by the applicable Members) shall continue as the Budget for any category of the Common Area Expenses until the Board adopts another Budget, which Budget is not disapproved by a Majority of the Members affected thereby. Notwithstanding anything in this *Section 8.3.3.3.* to the contrary, Members shall have no right to disapprove a Budget during the Period of Declarant Control.

8.3.3.4. Reserve Fund. The Board shall cause the Association to establish and maintain a Reserve Fund to cover the cost of repairing, replacing or restoring Improvements to the Shared Driveway that have a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years, if the cost of repairing, replacing or restoring such Improvements cannot reasonably be funded from the Budget or other funds of the Association (the "Reserve Fund").

Pursuant to *Section 57-8a-211* of the Utah Code, the Board shall cause a Reserve Fund analysis to be conducted as required by law. After the initial Reserve Fund analysis is conducted, the Board shall review and, if necessary, update a previously conducted Reserve Fund analysis on a periodic basis. The Board may conduct a Reserve Fund analysis itself or may engage a reliable Person or organization, as determined by the Board, to conduct the Reserve Fund analysis.

8.3.3.4.1. The Board may not use money in the Reserve Fund: (i) for daily maintenance expenses, unless a Majority of the Members vote to approve the Use of the Reserve Fund money for that purpose; or (ii) for any purpose other than the purpose for which the Reserve Fund was established.

8.3.3.4.2. The Board shall maintain the Reserve Fund separately from other funds of the Association.

8.3.3.4.3. The foregoing may not be construed to limit the Board from prudently investing money in the Reserve Fund, subject to any investment constraints imposed by the Articles or the Bylaws.

8.3.3.4.4. The Association shall annually provide Members a summary of the most recent Reserve Fund analysis or update and shall provide a copy of the complete Reserve Fund analysis or update to any Member who requests a copy of the same.

8.3.3.4.5. In formulating the Budget each year, the Board shall include a Reserve Fund line item in an amount the Board determines, based on the Reserve Fund analysis to be prudent. Within forty-five (45) days after the day on which the Association adopts its annual Budget, the Members may veto the Reserve Fund line item by a fifty-one percent (51%) vote of the allocated voting interests of the Members in a special meeting called by the Members for the purpose of voting whether to veto a Reserve Fund line item. If the Members veto a Reserve Fund line item as provided in the foregoing sentence, and if a Reserve Fund line item exists in the previously approved Budget of the Association that was not vetoed, the Association shall fund the Reserve Fund in accordance with the prior Reserve Fund line item that was not vetoed.

8.3.4. Uniform Rate of Assessments. The annual Assessments shall be allocated equally to the Owners who are responsible for the payment of such Assessments, as applicable, and may be collected on an annual, semi-annual, quarterly or monthly basis, as determined by the Board. The dates and manner of payment shall be determined by the Board. The Board has the sole authority and discretion to determine how and when the Assessments are to be paid.

8.3.5. Failure to Assess. The omission or failure of the Board to fix the Assessments amounts or rates or to deliver notice of an Assessments to each Owner shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay any Assessments. In such event, each Owner shall continue to pay annual Assessments on the same basis as for the last year for which Assessments were made until new annual Assessments are made, at which time any shortfalls in collections may be assessed retroactively by the Board.

8.3.6. Personal Obligation of Owner. Owners are personally liable to pay all Assessments. Provided, however, no Mortgagee (but not the seller under an executory contract of sale such as a uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to the acquisition of title. For purposes of this *Section*, the term "Owner" means and refers jointly and severally to: (i) the Owner of both the legal and equitable interest in any Lot, (ii) the owner of Record in the Official Records, and (iii) both the buyer and seller under any executory sales contract or other similar instrument.

8.3.7. Statements of Account.

8.3.7.1. Statement of Account Unassociated with Sale, Transfer or Refinance. Upon written request, the Association shall furnish to any Owner a written statement of any Assessments due, if any, on such Owner's Lot. The Association may require the advance payment of a processing charge not to exceed twenty-five dollars ($25.00) for the issuance of such statement.

8.3.7.2. Payoff Statement Associated with Sale, Financing, Refinancing or Closing. Upon written request to the Association's primary contact designated under Section *57-8a-105(3)(d)* of the Utah Code by an Owner's closing agent who is assisting the Owner with the financing, refinancing or closing of the sale of the Owner's Lot, the Association shall furnish a payoff statement to the closing agent within five (5) business days. The Association may charge a reasonable fee associated with the request up to fifty dollars ($50.00), however payment of the fee shall not be required before closing.

8.3.7.2.1. To be effective, the written request to the Association referenced in *Section 8.3.7.2* above shall contain (i) the name, telephone number and address of the person making the request, and (ii) the facsimile number or email address for delivery of the payoff information; and (iii) is accompanied by a written consent for the release of the payoff information (A) identifying the person requesting the information as a person to whom the payoff information may be released and (B) signed and dated by an owner of a Lot for which the payoff is requested.

8.4 Special Assessments

In addition to the other Assessments authorized herein, the Association may levy Special Assessments applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of the Improvement upon Shared Driveway, including fixtures and personal property related thereto, or for the purpose of defraying other extraordinary Common Expenses, provided that, except as provided in *Section 8.4.1* below, any such Special Assessment shall have the ascent of a majority of the votes of the Members who are voting in Person or by proxy at a meeting duly called for such purpose or by written approval of such Members. The provisions of this *Section 8.4* are not intended to preclude or limit the assessment, collection or Use of Assessments, other than Special Assessments. Special Assessments may be collected as specified by the Board, unless otherwise determined by the majority vote of the Members of the Association approving the Special Assessment.

8.4.1. Board Based Assessment. So long as the total Special Assessment does not exceed ten percent (10%) of the total of all budgeted Common Area Expenses in any one fiscal year (the "Special Assessment Limit"), the Board may impose the Special Assessment upon Class A Members which are not exempt, as determined by the Board, without the approval of the Members to be assessed a Special Assessment.

8.4.2. Association Approval. Any Special Assessment which would exceed the Special Assessment Limit shall be effective only if approved by a Majority of the Members to be assessed a Special Assessment. The Board in its discretion may allow any Special Assessment to be paid in installments.

8.5 Individual Assessments

Individual Assessments shall be levied by the Board against an Owner of a Lot to reimburse the Association for:

8.5.1. fines levied and costs incurred in enforcing the Governing Documents;

8.5.2. costs associated with the maintenance, repair or replacement of matters for which the Owner is responsible;

8.5.3. any other charge, fee, dues, expense, or cost designated as an Individual Assessment in the Governing Documents; and

8.5.4. attorneys' fees, interest, and other charges relating thereto as provided in this Declaration.

8.6 Collection of Assessments

All Assessments must be paid in a timely manner and shall be collected as follows:

8.6.1. Time is of the Essence. Time is of the essence, and all Assessments shall be paid promptly when due.

8.6.2. Delinquent Assessments. Any Assessments which are not paid when due are delinquent (Delinquent Assessments) and shall constitute a lien against the Lot affected, which lien shall attach automatically, regardless of whether an Assessment Lien is Recorded.

8.6.3. Late Assessments, Interest and Collection Costs. Any Assessments that remain unpaid for a period of more than ten (10) days shall incur a late charge of twenty-five dollars ($25.00) or ten percent (10%) of the delinquent amount, whichever is greater. Interest at the rate of one-and-one-half percent (1.5%) per month shall accrue on all delinquent amounts commencing on the due date thereof and continuing until the Delinquent Assessments plus any expenses incurred by the Association in collection of Delinquent Assessments, including reasonable attorneys' fees and costs, and accrued interest is paid in full. The Board may, in its discretion, change the amount of the late fee and/or the interest rate that accrues on Delinquent Assessments and/or waive accrued interest, but the Board is not required to do so.

8.6.4. Notice of Delinquency. The Association shall give a notice of delinquency to any Owner who has not paid his Assessments in a timely manner. However, the Association shall be entitled to assess late charges and interest as provided in this Declaration, regardless of the date on which any such notice of delinquency is given.

8.6.5. Acceleration. The Board may, at its option and in its discretion, elect to accelerate the entire amount of the annual Assessments or the remaining Assessments for the fiscal year attributed to a delinquent Owners and all accrued but unpaid interest thereon. If, however, the annual Assessments are accelerated and an Owner subsequently files bankruptcy or the Board otherwise decides acceleration is not in its best interest, the Board, at its option and in its discretion, may elect to decelerate the obligation.

8.6.6. Notice of Lien. If any Delinquent Assessment in a notice of lien evidencing the unpaid amounts, accrued interest, late charges, attorneys' fees, the cost of a foreclosure or abstractor's report, and any other additional charges permitted by law should be Recorded (Assessment Lien), then the lien provided for in this *Section* shall be for the benefit of the Association on behalf of all other Owners who have been assessed a similar Assessment by the Association. It may be executed by the Association's President, Treasurer, Manager, attorney or any other designated agent.

8.6.7. Foreclosure of Lien and/or Collection Action. If any Delinquent Assessment remain unpaid, the Association may, as determined by the Board, institute suit to collect the amounts due and/or foreclose the Assessment Lien.

8.6.8. Personal Obligation. Each Owner, by acceptance of a Deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of the Assessment as a debt or to foreclose an Assessment Lien in the same manner as mechanics liens, mortgages, Deeds of trust or encumbrances may be foreclosed.

8.6.9. No Waiver. No Owner may waive or otherwise exempt himself or herself or itself from liability for the Assessments provided for herein by the abandonment of such Owner's Lot or because of a suspension of rights as described in *Section 4.1.1*.

8.6.10. Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or to perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with

an order or directive of any governing or other governmental authority. The obligation to pay Assessments shall be a separate and independent covenant on the part of each Owner.

8.6.11. Application of Payments. All payments shall be applied first to satisfy all Delinquent Assessments, then to satisfy current Assessments, next attorney's fees and costs and lastly accrued interest.

8.6.12. Establishment of Assessment Period. The period for which the Assessment is to be levied (Assessment Period) shall be the calendar year, except that the first Assessment Period shall commence upon the Recording of this Declaration and terminate on December 31 of such year. The Board in its discretion from time to time may change the Assessment Period by Recording an instrument specifying the new Assessment Period.

8.6.13. Rules Regarding Billing and Collection Procedures. The Board shall have the right to adopt rules setting forth procedures for the purpose of making the Assessments provided herein and for the billing and collection of the Assessments, provided that said procedures are not inconsistent with the provisions hereof. The failure of the Association to send a bill to a Member shall not relieve any Member of his or her liability for any Assessment or charge under this Declaration, but the Assessment Lien therefor shall not be foreclosed or otherwise enforced until the Member has been given not less than thirty (30) days written notice prior to the commencement of such foreclosure or enforcement, at the address of the Member on the Records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after the delinquency of such payment. The Association shall be under no duty to refund any payments received by it, even though the ownership of a Membership changes during an Assessment Period. Successor Owners of Lots shall be given credit for prepayments, on a prorated basis, made by prior Owners. The amount of the Assessments against Members who become such during an Assessment Period shall be prorated.

8.6.14. Declarant's Duty to Fund Deficits. Beginning on the date of the recordation hereof, and continuing until the expiration of the Period of Declarant Control, Declarant shall either (i) fund the difference, if any, between the amount of Assessments payable by Owners other than Declarant and the actual Common Area Expenses incurred by the Association for each Assessment period (the "Association Deficit"); or (ii) pay Assessments on its unsold Lots as described more fully below. In the event Declarant elects to fund the Association Deficit, the Declarant will pay outright to the Association an amount equal to the Association Deficit ("Declarant Payment"). After the expiration of the Period of Declarant Control, Declarant shall pay outright Assessments on each Lot it owns. Each Assessment payment made by Declarant and each Declarant Payment, if any are made, may be satisfied by Declarant's cash payment or may be satisfied by "in kind" contributions of services or materials, or a combination of the same. If Declarant uses "in kind" contributions, then the nature and value of such contributions must be agreed to in writing between the Declarant and the Board.

ARTICLE IX - ENFORCEMENT OF PAYMENT OF ASSESSMENTS AND ENFORCEMENT OF ASSESSMENT LIEN

9.1 Association as Enforcing Body

Except as otherwise set forth in this Declaration, the Association, as the agent and representative of the Members, shall have the exclusive right to enforce the provisions of this Declaration.

9.2 Association's Enforcement Remedies

If any Member fails to pay the Assessments when due, the Association may enforce the payment of the Assessments and/or Assessment Lien by taking one or more of the following actions, concurrently or separately (and by exercising any of the remedies hereinafter set forth, the Association does not prejudice or waive its right to exercise any other remedy):

9.2.1. Suit. Bring an action at law and recover judgment against the Member personally obligated to pay the Assessments; and/or

9.2.2. Foreclosure. Foreclose the Assessment Lien against the Lot in accordance with the then prevailing Utah law relating to the foreclosure of realty mortgages or Deeds of trust (including the right to recover any deficiency), the method recognized under Utah law for the enforcement of a mechanic's lien which has been established in accordance with *Chapter 1a, Title 38,* Utah Code Annotated, as amended from time to time, or any other means permitted by law, and the Lot may be redeemed after foreclosure sale, if provided by law.

9.2.2.1. Trustee to Facilitate Foreclosure. In order to facilitate the foreclosure of any such lien in the manner provided at law for the foreclosure of Deeds of trust, Declarant hereby designates Matthew Hutchinson, attorney at law, as Trustee, and Declarant hereby conveys and warrants pursuant to *Sections 57-1-20 and 57-8a-302* of the Utah Code to Trustee, with power of sale, the Lots and all of the Improvements to the Lots within the Project for the purpose of securing payment of all of the Assessments under the terms of this Declaration. Each Owner, by accepting a Deed to a Lot, also hereby conveys and warrants to Trustee, with power of sale, each Lot acquired by such Owner and all of the Improvements thereon for the purpose of securing payment of all of the Assessments under the terms of this Declaration and such Owner's performance of such Owner's obligations set forth herein. The Board may, at any time, designate one or more successor trustees, in the place of Trustee, in accordance with the provisions of Utah law for the substitution of trustees under Deeds of trust. Such Trustee, and any successors, shall not have any other right, title or interest in the Lot beyond those rights and interests necessary and appropriate to foreclose any liens against Lots arising pursuant hereto. In any such foreclosure, the Owner of the Lot being foreclosed shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

9.2.2.2. Notwithstanding the subordination of an Assessment Lien as described in *Section 8.3*, the delinquent Member shall remain personally liable for the Assessments and related costs after such Member's Membership is terminated by foreclosure or Deed in lieu of foreclosure or otherwise.

9.2.3. Collection of Lease Payments from Tenant. Each Owner by accepting a deed to a Lot hereby irrevocably appoints the Association as the Owner's attorney-in-fact to collect rent from any Person renting the Owner's Lot if the Owner is delinquent. Provided that the Board complies with the requirements of *Section 57-8a-310,* as amended, supplemented or replaced from time to time, the Board may require a residential tenant under a lease with an Owner to pay the Association all future lease payments due to the Owner if the Owner fails to pay an Assessment for a period of more than sixty (60) days after the Assessment is due and payable. Before requiring a tenant to pay lease payments to the Association, Declarant, the Association's Board or Manager shall give the Owner notice that shall state (i) the amount of the Assessment due, including any interest, late fee, collection cost and attorney's fees, (ii) that any costs of collection, including attorney's fees, and other Assessments that become due may be added to the total amount due and be paid through the collection of lease payments, and (iii) that the Association intends to demand payment of future lease payments from the Owner's tenant if the Owner does not pay the amount owing within fifteen (15) days.

9.2.3.1. If the Owner fails to pay the amount owing within 15 days after the notice described in *Section 9.2.3* herein, Declarant or the Association's Board or Manager may exercise the Association's rights herein by delivering a written notice to the tenant. The notice shall state that (i) because of the Owner's failure to pay Assessments within the required time, the Board has notified the Owner of the Board's intent to collect all lease payments until the amounts owing are paid; (ii) Utah law requires the tenant to make all future lease payments, beginning with the next

monthly or other periodic payments, to the Association, until the amount owing is paid; and (iii) the tenant's payment of lease payments to the Association does not constitute a default under the terms of the lease with the Owner. A copy of the notice to the tenant shall be sent to the Owner.

9.2.3.2. The tenant to whom notice under *Section 9.2.3.1* is given shall pay to the Association all future lease payments as they become due and owing to the Owner: (i) beginning with the next monthly or other periodic payment after the notice is delivered to the tenant and (ii) until the Association notifies the tenant that the amount owing is paid.

9.2.3.3. The Owner shall credit each payment that the tenant makes to the Association under this *Section* against any obligation that the tenant owes to the Owner as though the tenant made the payment to the Owner and may not initiate a suit or other action against the tenant for failure to make a lease payment that the tenant pays to an Association as required under this *Section.*

9.2.3.4. Within five (5) business days after the amount owing is paid, Declarant, the Board or Manager shall notify the tenant in writing that the tenant is no longer required to pay future lease payments to the Association. A copy of the written notice shall be sent to the Owner.

9.2.3.5. The Association shall deposit the money paid under this *Section* in a separate account and disburse the money to the Association until the amount owing is paid and any cost of administration, not to exceed twenty-five dollars ($25.00) is paid. Within five (5) days of the amounts owing being paid in full, the Association shall pay any remaining balance to the Owner.

9.2.4. Suspension of Right to Vote for Non-Payment. At the discretion of the Board, the right of an Owner to vote on issues concerning the Association may be suspended if the Owner is delinquent in the payment of any Assessments and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

9.3 Priority of Lien

The Assessment Lien provided for herein shall be subject and subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Except as above provided and except as provided in *Section 17.5*, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Lot. The sale or transfer of any Lot shall not affect the Assessment Lien, except as provided in *Section 17.5*.

9.4 Attorneys' Fees and Costs

In any action taken pursuant to *Section 9.2*, the Member shall be personally liable for, and the Assessment Lien shall be deemed to secure the amount of, the Assessments together with the Association's collection costs and attorneys' fees.

ARTICLE X - USE OF FUNDS; BORROWING POWER; OTHER ASSOCIATION DUTIES

10.1 Purposes for Which Association's Funds May Be Used

The Association shall apply all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Project and the Members and Residents by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of all land, properties, Improvements, facilities, services, projects, programs, studies and systems, within the Project, which may be necessary, desirable or beneficial to the general common interests of the Project, the Members and the Residents. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit: maintenance of landscaping on the Shared Driveway , and public right-of-way and drainage areas within the Project; insurance; communications; utilities; public services; indemnification of

officers and directors of the Association and any committees created by the Association; and compliance with any Governing Document. The Association also may expend its funds as otherwise permitted under the laws of the State of Utah.

10.2 Borrowing Power

The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such periods of time as is necessary or appropriate as determined by the Board without a vote of the Members.

10.3 Association's Rights in Spending Funds from Year to Year

The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Assessments, fees or otherwise), and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

ARTICLE XI - MAINTENANCE

11.1 Shared Driveway

The Association, or its duly delegated representative, shall maintain and otherwise manage all improvements to the Shared Driveway.

11.1.1. The Board shall use a reasonably high standard of care in providing for the repair, management and maintenance of said property. In this regard the Association may, subject to any applicable provisions on Special Assessments, in the discretion of the Board:

11.1.1.1. Reconstruct, repair, replace or refinish any improvement; or

11.1.1.2. Maintain, reconstruct, repair, replace or refinish the Shared Driveway.

11.2 Maintenance and Use of Lots

Except as provided in *Section 11.1* above, each Residence, Improvement, and Lot shall be properly maintained by the Owner so as not to detract from the appearance of the Project and so as not to affect adversely the value or Use of any other Residence, Improvement, or Lot.

11.2.1. Failure to Maintain; Corrective Action Necessary. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being Used in a manner which violates this Declaration applicable thereto, or in the event the Owner of any Lot is failing to perform any of its obligations under the Governing Documents, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said fourteen (14)-day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to:

11.2.1.1. enter the Lot and cause such action to be taken, and the cost thereof shall be added to and become a part of the Assessment (including interest at the rate of eighteen percent (18%) per annum) to which the offending Owner and the Owner's Lot is subject and shall be secured by the Assessment Lien;

11.2.1.2. Record a notice of violation;

11.2.1.3. impose a fine commensurate with the severity of the violation; and/or

11.2.1.4. bring an action at law and recover judgment of specific performance and/or damages against the Owner and including costs and attorneys' fees.

11.2.2. In any action taken pursuant to *Section 11.2.1* above, the Owner shall be personally liable for, and the Assessment Lien shall be deemed to secure the amount of, the Association's collection costs and attorneys' fees.

ARTICLE XII - ARCHITECTURAL REVIEW COMMITTEE

12.1 The Committee

12.1.1. Composition of ARC. Declarant hereby establishes an Architectural Review Committee for Lilac Hill East (the ARC), which shall be responsible to carry out all of the other responsibilities assigned to the ARC herein and other Governing Documents. The ARC shall be composed of three (3), five (5) or seven (7) individuals or entities the Declarant determines in its sole discretion, who need not be Members of the Association. All Members of the ARC shall be appointed, removed, and replaced by Declarant in its sole discretion, until the expiration of the Period of Declarant Control, and at that time the Board shall succeed to Declarant's right to appoint, remove, or replace the Members of the ARC.

12.1.2. Term. Except for two of the initial members of the ARC appointed by Declarant (whose term shall be two (2) years), the term of office of each member of the ARC, subject to *Section 12.1.1.* hereof, shall be one (1) year, commencing January 1 of each year, and continuing until his successor shall have been appointed. Should an ARC member die, retire, resign, become incapacitated, or in the event of a temporary absence, a successor may be appointed as provided in *Section 11.1*. The Declarant may remove any member of the ARC at any time for any cause without notice.

12.1.3. Chair of the ARC. So long as Declarant appoints the ARC, Declarant shall appoint the chairman. At such time as the ARC is appointed by the Board, the chairman shall be elected annually from among the Members of the ARC by majority vote of said Members The chairman shall take charge of and conduct all meetings and shall provide for reasonable notice to each Member of the ARC prior to any meeting. The notice shall set forth the time and place of the meeting, and notice may be waived by any Member. In the absence of a chairman, the party responsible for appointing or electing the chairman may appoint or elect a successor, or if the absence is temporary, a temporary successor.

12.1.4. Voting. The affirmative vote of a majority of the Members of the ARC shall govern its actions and be the act of the ARC. A quorum shall consist of all three members regardless of the number of members.

12.1.5. Consultants. The ARC may avail itself of technical and professional advice and consultants as it deems appropriate.

12.1.6. ARC-Related Expenses; Plan/Review Fee. Except as provided below, all expenses of the ARC shall be paid by the Association. The ARC shall have the right to charge a fee as an Individual Assessment related to each application submitted to it for architectural review, in an amount which may be established by the Board from time to time upon consultation with the ARC. The review fee shall be collected by the ARC and remitted to the Association to defray the expenses of the ARC's operation. The review fee may not exceed the actual cost of reviewing and assessing the Owner's application and related plans.

12.2 Purpose of the ARC

The ARC shall review, study and either approve, reject or request additional information and materials in support of Owner's application related to the proposed Improvements to a Lot, all in

compliance with the Governing Documents specifically including the any guidelines adopted and established from time to time by the ARC which are incorporated by reference.

12.2.1. The ARC shall exercise its best judgment to see that all Improvements conform and harmonize with any existing Buildings as to external design, quality and type of construction, materials, color, location on the Lot, height, grade and finished ground elevation, and all aesthetic considerations set forth in the Governing Documents.

12.2.2. The ARC shall exercise its best judgment to see that each Owner and/or Builder undertakes its development of a Lot, including but not limited to, the Private Roads, public roads, and major infrastructure, in compliance with the Governing Documents.

12.2.3. Except for Improvements made by Declarant, no Improvement on a Lot shall be erected, placed or altered on any Lot nor shall any construction be commenced until plans for such Improvements have been approved by the ARC.

12.2.4. The actions of the ARC in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties subject to the Owner's right to appeal the procedure of which is described in the Bylaws.

12.3 Limitation of Liability

The ARC shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the ARC, nor any individual ARC Member, shall be liable to any Person for any official act of the ARC in connection with submitted plans and specifications, except to the extent the ARC or any individual ARC Member acted with gross negligence or was guilty of willful misconduct. Approval by the ARC does not necessarily assure approval by the appropriate Governing Authority. Notwithstanding that the ARC has approved plans and specifications, neither the ARC nor any of its Members shall be responsible or liable to any Owner, developer, or contract holder with respect to any loss, liability, claim, or expense which may arise by reason of such approval of the construction of any Improvements. Neither the Board, the ARC, or any agent thereof, nor Declarant or any of its shareholders, employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Governing Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events the ARC shall be defended and indemnified by the Board in any such suit or proceeding which may arise by reason of the ARC's decision. The Board, however, shall not be obligated to indemnify each Member of the ARC to the extent any such Member of the ARC shall be adjudged to be liable for gross negligence or willful misconduct in the performance of his duty as a Member of the ARC, unless and then only to the extent that the Court in which such action or suit may be brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.

12.4 Intentionally omitted.

ARTICLE XIII – RIGHTS AND POWERS OF ASSOCIATION

13.1 Association's Rights and Powers as set Forth in Articles and Bylaws

In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws, in the other Governing Documents and in the Utah Revised Nonprofit Corporation Act, Utah Code *Ann. § 16-6a-101*, et seq. Such rights and powers, subject to the approval thereof by any agencies or institutions deemed necessary by Declarant, may encompass any and all things which a natural Person could do or which now or hereafter may be authorized by law, provided such Articles and Bylaws are not inconsistent with the provisions of this Declaration and the other Governing Documents and are necessary, desirable or convenient for

effectuating the purposes set forth in this Declaration. After incorporation of the Association, a copy of the Articles and Bylaws of the Association shall be available for inspection at the office of the Association during reasonable business hours by prior appointment.

13.2 Association's Rights of Enforcement

The Association, as the agent and representative of the Owners and Members, shall have the right to enforce, by any proceeding at law or in equity, the Covenants set forth in this Declaration and/or any and all Covenants, restrictions, reservations, charges, servitudes, Assessments, conditions, liens or easements provided for in any contract, Deed, Declaration or other instrument which (i) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (ii) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association or by Declarant. In the event suit is brought or arbitration is instituted or an attorney is retained by the Association to enforce the terms of this Declaration or any other Governing Document and the Association prevails, the Association shall be entitled to recover, in addition to any other remedy, reimbursement for attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith, including but not limited to the Association's administrative costs and fees. Said attorneys' fees, costs and expenses shall be the personal liability of the breaching Owner and shall also be secured by the Assessment Lien against said Owner's Lot. If the Association should fail to act within a reasonable time, any Owner shall have the right to enforce the Covenants set forth in this Declaration.

13.3 Contracts with Others for Performance of Association's Duties

Subject to the restrictions and limitations contained herein, the Association may enter into contracts and transactions with others, including the Declarant and its affiliated companies, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more Board Members or officers of the Association or Members of any committee are employed by or otherwise connected with Declarant or its affiliates, provided that the fact of such interest shall be disclosed or known to the other Board Members acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable. Any such Board Member, officer or committee Member may be counted in determining the existence of a quorum at any meeting of the Board or committee of which he or she is a Member which shall authorize any contract or transaction described above or grant or deny any approval sought by the Declarant, its affiliated companies or any competitor thereof and may vote to authorize any such contract, transaction or approval with like force and effect as if he or she were not so interested

13.4 Declarant-Related Disputes; Pre-Litigation Requirements

13.4.1. Disclaimer. Every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Lot that the Owner is purchasing from Declarant or any aspect of the Project, all prior to purchasing a Lot. Moreover, if any warranty has been provided, it identifies the only items that are warranted by Declarant. Having had the ability to inspect a Lot prior to purchasing a Lot, having received a written warranty (if any warranty is provided), and having paid market price for a Lot in the condition the Lot, the Project, are in at the time of purchase, Owner acknowledges and agrees that it would be inequitable later to seek to have Declarant and/or its respective contractors and subcontractors performing work in the Project to change, upgrade, or perform any additional work to the Project outside of any express warranty obligation. Moreover, the Owners and the Association acknowledge and agree that litigation is an undesirable method of resolving Disputes (as defined below) because litigation can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Lots for years, unfairly prejudicing those Owners who must or want to sell their Lots during any period when litigation is pending. For this reason, the Owners (by purchasing a Lot) and the Association acknowledge and agree that before any Dispute is pursued through litigation, the "Pre-Litigation Requirements" set forth below shall be satisfied. In addition, the Association and each Owner (by purchasing a Lot) acknowledge and agree that each Owner takes ownership and possession of the Lot, and AS IS, WHERE IS, with no warranties of any kind (except as set forth in a written warranty, this

Declaration or as otherwise required as a matter of law). To the fullest extent permitted by applicable law, Declarant specifically disclaims any warranties of merchantability, fitness for a particular Use, or of habitability.

13.4.2. Notice of Claim and Opportunity to Cure. All claims and disputes of any kind that any Owner or the Association may have involving the Declarant or any its agents, employees, executing officers, Managers, affiliates or owners, or any engineer or contractor involved in the design or construction of the Project, which arises from or is in any way related to a Lot or any other component of the Project (a "Dispute"), shall first be identified in a written notice of claim that sets forth with specificity the facts and the legal basis upon which the claim or dispute is asserted (a "Notice of Claim"), which Notice of Claim shall be delivered to Declarant, and Declarant shall have one hundred and fifty (150) days to cure or resolve the claim or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to the initiating of any formal court action. If the Dispute is not resolved within the one hundred and fifty (150)-day right to cure period, then with respect to any claims, actions or Disputes that the Association (but not an individual Owner) desires to pursue, the "Pre-Litigation Requirements" set forth below must be satisfied in full before initiating formal court action. If additional, different or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against Declarant that were not included in any previously submitted Notice of Claim, the right to cure period provided for in this *Section* shall immediately apply again, and any pending action or proceedings shall be stayed during the one hundred and fifty (150)-day period.

13.4.3. Pre-Litigation Requirements. Notwithstanding any other provision to the contrary in this Declaration, the Association shall not file, commence or maintain any lawsuits, actions or legal proceedings against Declarant, the individual Managers, owners, Members or officers of Declarant, Declarant's contractors, engineers or architects, or any other Person or entity involved in the design or construction of the Residences unless and until the Notice of Claim requirements set forth above have been satisfied, and all of the following Pre-Litigation Requirements have been satisfied:

13.4.3.1. The Association has obtained a legal opinion from an attorney licensed to practice law in Utah having at least ten years of experience, with the legal opinion providing in substance the following: (a) a description of the factual allegations and legal claims to be asserted in the action; (b) an analysis of the facts and legal claims explaining why it would be in the best interests of the Association to file and pursue such action, taking into account the anticipated costs and expenses of litigation, the likelihood of success on the merits of the claims, and the likelihood of recovery if a favorable judgment is obtained by the Association; and (c) providing a Budget of the estimated amounts of legal fees, costs, expert witness fees and other expenses likely to be incurred in connection with such action (the "Litigation Budget");

13.4.3.2. A copy of the opinion letter described above has been provided to all Owners, and, after the Owners have had a reasonable period of time to review the opinion letter, the decision for the Association to file the subject action has been approved by the Owners (excluding Declarant) who collectively hold at least sixty-seven percent (67%) of the voting rights of all of the Owners within the Project; and

13.4.3.3. The Association has collected funds from the Owners, by Special Assessment or otherwise, equal to at least fifty percent (50%) of the Litigation Budget as set forth in the opinion letter obtained as described above.

13.4.3.4. If any claims or actions of the Association are filed without satisfying all of the requirements of *Section 13.4.3* listed above, such claims/action shall be dismissed without prejudice and shall not be re-filed unless and until all such requirements have been satisfied. In any action to enforce the requirements of this *Section 13.4*, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

13.4.3.5. The purposes of these requirements include, but are not limited to, the following: (a) to minimize the risks to the Association of pursuing litigation involving claims that lack merit; (b) to minimize the risks of becoming involved in litigation that is unlikely to be successful or, even if successful, will not result in meaningful recovery sufficient to justify the costs and expenses of litigation; and (c) to avoid becoming involved in litigation without sufficient support from the Members financially and otherwise.

For purposes of clarity, this *Section 13.4* and the requirements set forth herein shall not apply to any actions or legal proceedings (a) filed by the Association to recover payment of any Assessments or other amounts required to be paid by Owners to the Association under this Declaration, or (b) filed by individual Owners relating solely to their own Lot. Individual Owners, however, shall not be allowed to file or pursue any actions or claims on behalf of other Owners or for the Association.

ARTICLE XIV – INSURANCE AND FIDELITY BONDS

14.1 Hazard Insurance

The Association shall at all times maintain in force insurance satisfying the insurance requirements set forth in *Sections 57-8a-401* through *57-8a-407* of the Utah Code, as such *Sections* may be amended, supplemented or replaced from time to time, which may include the following coverages: all insurable Improvements, if any, on the Shared Driveway, or owned by the Association; but excluding land, foundations, excavations, and other items normally not covered by such policies. References herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity insurance coverage. If blanket all-risk insurance is not reasonably available, then at a minimum, such "master" or "blanket" policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to the Project in construction, location, and Use, including (without limitation) all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. Such "master" or "blanket" policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all elements of the Shared Driveway, exclusive of land, foundations, excavation, and other items normally excluded from coverage. The insurance 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, if the policy includes a co-insurance clause, an agreed amount endorsement (which waives the requirement for co-insurance); or (2) a replacement cost endorsement (under which the insurer agrees to pay up to one-hundred percent of the property's insurable replacement cost but no more) and, if the policy includes a coinsurance clause, an agreed amount endorsement (which waives the requirement for coinsurance). The maximum deductible amount for such policy shall be determined by the Board.

14.1.1. The Association shall have no obligation to provide any insurance for any structure or Building located on Lot within the Project.

14.2 Policy Requirements

The name of the insured under each policy required to be maintained by the foregoing *Section 14.1* shall be the Association for the use and benefit of the individual Owners. Notwithstanding the requirement of the immediately foregoing sentence, each such policy may be issued in the name of an authorized representative of the Association, including any Insurance Trustee (as hereinafter defined) with whom the Association has entered into an agreement (referred to herein as an Insurance Trust Agreement), or any successor to such Insurance Trustee, for the Use and benefit of the individual Owners. Loss payable shall be in favor of the Association (or Insurance Trustee), as a trustee for each Owner and each such Owner's First Mortgagee. Each Owner and each such Owner's First Mortgagee, if any, shall be beneficiaries of such policy. Evidence of insurance shall be issued to each Owner and First Mortgagee upon request.

14.2.1. Each policy required to be maintained by the foregoing *Section 14.1* shall contain the standard Mortgage clause, or equivalent endorsement (without contribution), commonly accepted by private institutional Mortgage investors in the area in which the Project is located.

14.2.2. Each policy required to be maintained by the foregoing *Section 14.1* shall provide, if available, for the following: recognition of any Insurance Trust Agreement; a waiver of the right of subrogation against Owners individually; a provision that the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively, and a provision that the policy is primary in the event the Owner has other insurance covering the same loss.

14.3 Fidelity Bonds or Insurance

The Association shall at all times maintain in force and pay the premiums for "blanket" fidelity bonds or insurance, including but not limited to, directors' and officers' insurance for the benefit of all Members of the Board, officers and Members of committees and subcommittees appointed by the Board or otherwise established pursuant to the provisions of this Declaration, for all officers, agents, and employees of the Association and for all other Persons handling or responsible for funds of or administered by the Association. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a Manager, the Manager shall provide "blanket" fidelity bonds or insurance, with coverage identical to such bonds required of the Association, for the Manager's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity coverage required shall be based upon the Association's best business judgment and shall not be less than the estimated maximum of funds, including Reserve Funds, in the custody of the Association, or the Manager, as the case may be, at any given time during the term of coverage.

14.4 Liability Insurance

The Association shall maintain in force and pay the premium for a policy providing commercial general liability insurance coverage covering all of the Shared Driveway and public ways in the Project, if any, all other areas of the Project that are under the Association's supervision. The coverage limits under such policy shall be in amounts generally required by private institutional Mortgage investors for projects similar to the Project in construction, location, and Use. Nevertheless, such coverage shall be for at least two million dollars ($2,000,000) for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of Persons in connection with the operation, maintenance, or use of the Shared Driveway, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policy shall provide that it may not be cancelled or substantially modified by any party without at least thirty (30) days' prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in such policy.

14.5 Annual Review of Policies and Coverage

All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Shared Driveway, and Improvements thereon which may have been damaged or destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Declaration and the requirements of any applicable laws. In the event any of the insurance coverage provided for in this *Article XIV* is not available at a reasonable cost or is not reasonably necessary to provide the Association with adequate insurance protection, as determined by the Board, the Board shall have the right to obtain different insurance coverage or insurance coverage which does not meet all of the requirements of this *Article XIV* so long as, at all times, the Board maintains insurance coverage on a basis which is consistent with the types and amounts of insurance coverage obtained for projects similar to the Project.

ARTICLE XV - DAMAGE OR DESTRUCTION

15.1 Association as Attorney in Fact

Each and every Owner hereby irrevocably constitutes and appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with personal property owned by the Association on behalf of the Owners upon damage or destruction as provided in this *Article* or a complete or partial taking as provided in *Article XVI* below. Acceptance by any grantee of a Deed or other instrument of conveyance from the Declarant or from any Owner shall constitute, appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, Deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact. All proceeds from the insurance required hereunder shall be payable to the Association except as otherwise provided in this Declaration.

15.2 Estimate of Damages or Destruction

As soon as practical after an event causing damage to or destruction of any part of the personal property owned by the Association, the Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part thereof so damaged or destroyed. "Repair and reconstruction" as Used in this *Article XV* shall mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

15.3 Repair and Reconstruction

As soon as practical after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

15.4 Funds for Repair and Reconstruction

The proceeds received by the Association from any hazard insurance shall be used for the purpose of repair, replacement, and reconstruction of such affected personal property. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may, pursuant to *Section 8.4*, levy, assess, and collect in advance from all Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair and reconstruction.

15.5 Disbursement of Funds for Repair and Reconstruction

The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for in *Section 15.4* above constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be retained by the Association to pay for future Common Area Expenses.

15.6 Notice to First Mortgagees

The Association shall give timely written notice to any holder of any First Mortgage on a Lot who requests such notice in writing in the event of substantial damage to or destruction of a material part of the personal property owned by the Association.

ARTICLE XVI - CONDEMNATION

16.1 Rights of Owners

Whenever all or any part of the Project shall be taken or conveyed in lieu of and under threat of condemnation, each Owner shall be entitled to notice of the taking, but the Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

ARTICLE XVII - MORTGAGEE REQUIREMENTS

17.1 Notice of Action

Upon written request made to the Association by a Mortgagee, or an insurer or governmental guarantor of a Mortgage, which written request shall identify the name and address of such Mortgagee, insurer or governmental guarantor and the Lot number or the address of the Residence, any such Mortgagee, insurer or governmental guarantor shall be entitled to timely written notice of:

17.1.1. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Lot on which there is a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor;

17.1.2. Any delinquency in the payment of Assessments owed by an Owner, whose Lot is subject to a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor, which default remains uncured for a period of sixty (60) days;

17.1.3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond or insurance maintained by the Association; and

17.1.4. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in *Section 17.2* below or elsewhere herein.

17.2 Matters Requiring Prior Eligible Mortgagee Approval

Except as provided elsewhere in this Declaration, the prior written consent of Owners entitled to vote at least sixty-seven percent (67%) of the votes of the Members in the Association (unless pursuant to a specific provision of this Declaration the consent of Owners entitled to vote a greater percentage of the votes in the Association is required, in which case such specific provisions shall control) and of Eligible Mortgagees holding Mortgages on Lots having at least fifty-one percent (51%) of the votes of the Lots subject to Mortgages held by Eligible Mortgagees shall be required to:

17.2.1. Dissolve the Association after substantial destruction or condemnation occurs. Dissolution of the Association for any other reason shall require the affirmative vote or authorization of Eligible Mortgagees holding Mortgages on Lots having at least sixty-seven percent (67%) of the votes of the Members in the Association owning Lots subject to Mortgages held by Eligible Mortgagees.

17.2.2. Amend any material provision of this Declaration, the Articles, Bylaws or Plat after the expiration of the Period of Declarant Control and the Declarant no longer owns any portion of the Project. "Material Provisions" shall mean any provision substantially altering the following (an amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors for clarification only):

17.2.2.1. Increases in Assessments that raise the previous annual Assessment amount by more than thirty percent (30%);

17.2.2.2. Redefinition of any Lot boundaries encumbered by a Mortgage held by an Eligible Mortgage (except as otherwise permitted by this Declaration);

17.2.2.3. A decision by the Association to establish self-management if professional management had been required previously by this Declaration;

17.2.2.4. Restoration or repair of the Project (after damage or partial condemnation) in a matter other than that specified in this Declaration; or

17.2.2.5. Any provisions that expressly benefit Mortgagees, insurers or guarantors.

17.3 Mortgagee Approval

Any Mortgagee, insurer or governmental guarantor who receives a written request from the Association to approve additions or amendments to the Governing Documents and who fails to deliver or post to the Association a negative response within sixty (60) days shall be deemed to have approved such request, provided the written request was delivered by certified, with a "return receipt" requested.

17.4 Availability of Documents and Financial Statements

The Association shall maintain and have current copies of the Governing Documents and other rules concerning the Project as well as its own books, Records, and financial statements available for inspection by Owners or by holders, insurers, and guarantors of Mortgages that are secured by Lots. Generally, these documents shall be available during normal business hours by prior appointment.

17.5 Subordination of Lien

The lien or claim against a Lot for unpaid Assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the First Mortgage affecting such Lot, and the First Mortgagee thereunder which comes into possession of or which obtains title to the Lot shall take the same free of such lien or claim for unpaid Assessments or charges, but only to the extent of Assessments which accrue prior to foreclosure of the First Mortgage, exercise of a power of sale available thereunder, or taking of a Deed or assignment in lieu of foreclosure. No Assessment, lien, or claim which is described in the preceding sentence as being subordinate to a First Mortgage or as not to burden a First Mortgagee which comes into possession or which obtains title shall be collected or enforced by the Association from or against a First Mortgagee, a successor in title to a First Mortgagee, the purchaser at the Mortgage foreclosure or Deed of trust sale, or any grantee taking by Deed in lieu of foreclosure, of the Lot affected or previously affected by the First Mortgage concerned.

17.6 Payment of Taxes, Charges or Premiums

In the event any taxes or other charges which may or have become a lien on the Project are not timely paid, or in the event the required hazard insurance described in *Section 14.1* lapses, is not maintained, or the premiums therefor are not paid when due, any First Mortgagee or any combination of First Mortgagees may jointly or singly, pay such taxes or premiums or obtain such insurance. Any First Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefor from the Association.

17.7 Priority

No provision of this Declaration or the other Governing Documents gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Lots.

17.8 Mortgagee Notice Information.

Upon request, the Association may request from an Owner and an Owner has the obligation to furnish the name and address of a holder of any mortgage encumbering such Owner's Lot for purposes of providing notice under this *Section*.

ARTICLE XVIII – TERM; AMENDMENTS; TERMINATION

18.1 Term; Method of Termination

This Declaration shall be effective upon the date of the Recording hereof and, as amended from time to time, shall continue in full force and effect for a term of fifty (50) years from the date this Declaration is Recorded. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Members casting sixty-seven percent (67%) of the total votes of all of the Members cast at an election held for such purpose (or otherwise approved for such purpose in writing) within six months prior to the expiration of the initial effective period hereof or any ten-year extension. This Declaration may be terminated at any time, if Members casting at least sixty-seven percent (67%) of the Members eligible to vote shall be cast in favor of termination at an election held for such purpose. Anything in the foregoing to the contrary notwithstanding, no vote to terminate this Declaration shall be effective unless and until written consent to such termination has been obtained, within a period from six (6) months prior to such vote to six (6) months after such vote, from Eligible Mortgagees of fifty-one percent (51%) of the Lots upon which there are such Eligible Mortgages. If the necessary votes and consents are obtained, the Board shall cause to be Recorded a "Certificate of Termination," duly signed by the President or Vice President attested by the Secretary of the Association, with their signatures acknowledged. Thereupon this Declaration shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

18.2 Amendments

18.2.1. Amendment by Owners. Except as provided elsewhere in this Declaration, the affirmative vote of at least a Majority of the Owners eligible to vote shall be required and shall be sufficient to amend this Declaration. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Association. In such instrument, the Association shall certify that the vote required by this *Section* for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained.

18.2.2. Amendment by Declarant. Until the expiration of the Period of Declarant Control, Declarant may unilaterally amend this Declaration or the Plat for any purpose that Declarant deems to be in the best interest of the Project. Any such amendment hereunder shall be effected by the Recording by Declarant of a Certificate of Amendment duly signed by the Declarant.

18.3 Declarant's Control

It is the desire and intent of Declarant to retain control of the Association and its activities throughout the Period of Declarant Control. If any amendment requested pursuant to the provisions of this *Article XVIII* deletes, diminishes or alters such control, Declarant alone shall have the right to amend this Declaration to restore such control.

ARTICLE - XIX DECLARANT'S RIGHTS

19.1 Declarant's Rights; Duration of Rights

19.1.1. Declarant Rights. The purpose of this *Article XIX* is to set forth certain Declarant rights, and to refer, for ease of reference, to certain other Declarant rights set forth in this Declaration. The purpose

of this *Article XIX* shall in no way be a limitation of any rights of Declarant otherwise set forth in this Declaration.

19.1.2. Duration of Rights. The rights of Declarant set forth in this Declaration that refer to this *Article XIX* shall extend for a period of time ending when Declarant no longer owns any portion of the Project or such earlier date as determined by Declarant, in its sole and absolute discretion ("Declarant's Rights Period").

19.1.3. Scope. The rights and privileges of Declarant, its successors, designees and assigns, as herein set forth or referred to above are in addition to and in no way limit any other rights or privileges of Declarant, its successors, designees and assigns, under any of the Governing Documents. The provisions above, like other provisions of this Declaration, grant or reserve rights to and for Declarant that may not be suspended, superseded or modified in any manner unless same is consented to in writing by Declarant, and such rights may be assigned in writing by Declarant in whole or in part as Declarant deems appropriate. As used in this Declaration, the words "its successors or assigns" specifically do not include purchasers of Lots unless specifically designated as such in a Supplemental Declaration.

19.2 Rights During Period of Declarant Control

19.2.1. Period of Declarant Control. The "Period of Declarant Control" under this Declaration shall commence upon the Recording of this Declaration and shall terminate upon the happening of an Event described in *Section 7.3.2* above. During the Period of Declarant Control, Declarant, as holder of the right to vote the Memberships owned by Declarant, shall have the sole right to appoint all of the Directors as provided in this Declaration.

19.2.2. Right to Amend to Preserve Control. *See* Section 18.3.

19.2.3. Right to Delegate. Declarant shall have the right to delegate certain of its rights and responsibilities under this Declaration (including, but not limited to, management of the Association) to the Owners without terminating the Period of Declarant of Control. If and when Declarant elects to delegate rights and responsibilities to the Owners, Declarant shall send written notice of such delegation to the Board. Notwithstanding anything herein to the contrary, the termination of the Period of Declarant Control shall only occur upon the happening of an Event described in *Section 7.3.2*.

19.3 Transfer of Declarant's Rights

Any or all of the special rights and obligations of the Declarant may be assigned and transferred to other Persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective, unless it is in a written instrument signed by the Declarant and duly Recorded. Without limiting the generality of the foregoing, Declarant may by such Recorded instrument establish that Declarant and such Person or Persons be Co-Declarants under this Declaration, in which event such Persons shall be deemed collectively the Declarant for all purposes under this Declaration, and any ownership of portions of the Project by any such Persons shall be considered owned by Declarant. So long as Declarant continues to have rights under this *Article XIX*, no Person or entity shall Record any declaration of Covenants, conditions and restrictions, or similar instrument affecting any portion of the Project without Declarant's review and written consent thereto, and any attempted Recording without compliance herewith shall result in such declaration of Covenants, conditions and restrictions or similar instrument being void and of no force and effect, unless subsequently approved by a Recorded consent signed by Declarant.

19.4 Declarant's Rights in the Association

Until Declarant no longer owns any portion of the Project, the Association shall have no authority to, and shall not, without the written consent of Declarant, which may be withheld for any or no reason whatsoever, undertake any action which shall:

19.4.1. prohibit or restrict in any manner the sales and marketing program of Declarant or the leasing activities of Declarant;

19.4.2. decrease the level of maintenance services provided by the Association;

19.4.3. diminish the powers of the ARC as stated herein;

19.4.4. terminate or waive any rights of the Association under this Declaration;

19.4.5. alter or amend this Declaration, the Articles of Incorporation or the Bylaws;

19.4.6. convey, lease, Mortgage, alienate or pledge any easements in the Project;

19.4.7. accept the conveyance, lease, Mortgage, alienation or pledge of any real or personal property to the Association;

19.4.8. terminate or cancel any easements granted hereunder or by the Association;

19.4.9. terminate or impair in any fashion any easements, powers or rights of Declarant hereunder;

19.4.10. restrict Declarant's rights of Use, access and enjoyment of any of the Project; or

19.4.11. cause the Association to breach or default on any obligation of it under any contract or this Declaration.

In any such matter, Declarant's consent may be exercised by its representative on the Board or other Person designated to so act by Declarant.

19.5 Right of Declarant to Disapprove Actions

19.5.1. From the expiration of the Period of Declarant Control and until the Declarant no longer owns any portion of the Project, Declarant shall have a right to disapprove actions of the Board and any committees, as is more fully provided in this *Section*. This right shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a Recorded instrument, or who become a successor Declarant pursuant to a Recorded assignment or court order. No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy or program be implemented until ten (10) days following Declarant's receipt of notice of the action taken at the meeting held pursuant to the terms and provisions hereof. At any time prior to the expiration of such ten (10) day period, Declarant may exercise its right to disapprove actions of the Board and any committees and the Association shall not take any action or implement any policy, program or rule or regulation previously approved by the Association that Declarant has disapproved.

19.5.2. This right to disapprove shall not extend to the requiring of any action or counteraction on behalf of any committee or the Board or the Association. Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and Regulations.

19.6 Recognition by Owners of Declarant's Rights to Develop and Construct Improvements on the Project

Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns acknowledges and agrees that the completion of the development of the Community may occur over an extended period of time and that incident to such

development and the construction associated therewith, the quiet Use and enjoyment of the Project and each portion thereof may be temporarily interfered with by the development and construction work occurring on those portions of the Project owned by Declarant or its successors and assigns. Each Owner, on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and Use as a result of the development and construction of any portion of the Project. Each Owner on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns agrees that the development, construction and completion of the Project may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner on such Owner's behalf and on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns does hereby release Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.

19.7 Declarants Rights in Connection with Development

Declarant has conducted site development and constructed Buildings and Improvements related thereto. The completion of that work and the sale, resale, rental and other disposal of Lots is essential to the establishment and welfare of the Community. In order that said work may be completed and the Community established as a fully occupied Community as rapidly as possible, no Owner or the Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Governing Documents or any amendment thereto shall be understood or construed to prevent Declarant, its successors or assigns, or its or their contractors or subcontractors and their representatives from:

19.7.2. erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such Buildings as may be reasonably necessary for the conduct of its or their business of completing said work and establishing Lilac Hill East as a Community and disposing of the same by sale, lease or otherwise; or

19.7.3. conducting on any property owned or controlled by Declarant or its successors or assigns, its or their business of developing, subdividing, grading and constructing Improvements on such property and of disposing of Lots therein by sale, resale, lease or otherwise, including, but not limited to, placing signs and directional posts of any kind, shape or size, on any portion of the Project in Declarant's sole discretion.

19.7.4. Declarant hereby retains an easement over, under and through the Project, including without limitation each and every Lot, for development of the Community and to accomplish the purposes set forth herein, provided no such easement shall materially interfere with the Use of a Lot by the Owner of such Lot. Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Project, so long as Declarant owns any portion of the Project primarily for development and/or resale.

19.7.5. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agents, of Buildings, Improvements or signs necessary or convenient to the development or sale of the Project.

19.8 Future Easements and Modifications

Declarant reserves the right to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, Covenants and rights of way, to modify the boundary lines and to Plat or Re-Plat portions of the Project, for development of the Community. The Association and each Owner and Mortgagee of a portion of the Project agree to execute and deliver any and all agreements, documents, Plats and instruments that are necessary or desirable to accomplish the same.

19.9 Construction and Marketing

19.9.1. In recognition of the fact that Declarant will have a continuing and substantial interest in the development and administration of the Project, Declarant hereby reserves for itself, its successors, designees and assigns, the right to grant easements over, under and through the Project and use all other portions of the property owned by Declarant or the Association in conjunction with and as part of its program of selling, leasing, constructing, marketing and developing any property owned or controlled by Declarant or its successors, designees or assignees including, but not limited to, the right to enter and transact business, maintain management offices, maintain models and sales, resales and rental offices, place signs, employ sales and rental personnel, carry on construction, store construction materials and construct and assemble construction components, show Lots owned by Declarant, and Use any portion of the Project, Lots, and other Improvements owned by Declarant or the Association for purposes set forth above without any cost to Declarant and its successors, designees and assigns for such rights and privileges.

19.9.2 Construction, Sales and Management Offices. In addition, Declarant, its successors, designees and assigns, shall have the right to construct, maintain and use sales, resales, rental, management and construction offices within the Community. Any models, sales areas, sales, resales or rental centers, management offices, parking areas, construction offices, signs and any other designated areas or other property pertaining to the sale, construction and marketing efforts of Declarant shall remain the property of Declarant or its designees, as the case may be.

19.9.3 Declarant shall have the right to construct, maintain and repair Buildings and landscaping and other Improvements to be located on any portion of the Project owned by Declarant or the Association as Declarant deems necessary or appropriate for the development of any portion of the Project. Declarant's Use of any portion of the Project as provided in this *Section* shall not be a violation of the Association Documents. Notwithstanding anything to the contrary herein, the right of Declarant to maintain a resale office on any portion of the Project owned by Declarant or the Association in connection therewith shall be for a term coterminous with the term of the Declaration and shall not terminate at the expiration of the time described in *Section 18.1* above.

19.11 Sales Material

So long as Declarant continues to have rights under this *Article XIX*, all sales, promotional, and advertising materials, and all forms for Deeds, contracts for sale, and other closing documents for the Platting, development and sale of property in the Project by any Builder shall be subject to the prior approval of Declarant, which approval may be withheld at Declarant's sole and exclusive discretion. Declarant shall deliver notice to any Builder of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents and, if disapproved, the specific changes requested. If Declarant fails to so notify any Builder within such thirty (30)-day period, Declarant shall be deemed to have disapproved such materials and documents. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

19.12 Modifications

Declarant reserves for itself and its assigns the right to vary the timing, mix, type, Use, style, and numbers of Lots within any portion of the Project. Notwithstanding any other provision of this Declaration to the contrary, Declarant, without obtaining the consent of any other Owner or Person, shall have the right to make changes or modifications to its development plan with respect to any property owned by Declarant in any way which Declarant desires including, but not limited to, changing the density of all or any portion of the property owned by Declarant or changing the nature or extent of the Uses to which such property may be devoted.

19.13 Assignment of Rights

Declarant reserves the right, in its sole and absolute discretion, to assign all or part of its rights under this Declaration.

19.14 Amendment

This *Article XIX* may not be amended without the express written consent of Declarant.

ARTICLE XX - MISCELLANEOUS

20.1 Interpretation of the Covenants

Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

20.2 Severability

Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

20.3 Change of Circumstances

Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

20.4 Declarant's Disclaimer of Representations

Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a Plat or other Recorded instrument, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Project can or will be carried out, or that any land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) Use, or if that land is once Used for a particular use, such Use will continue in effect. Not as a limitation of the generality of the foregoing, the Declarant expressly reserves the right at any time and from time to time to amend the Governing Documents.

20.5 References to the Covenants in Deeds

Deeds or any instruments affecting any Lot or any part of the Project may contain the Covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the Covenants shall be binding upon the grantee-Owner of all Lots within the Project and upon all other Persons claiming an interest in any Lot through any instrument and upon such Persons' executors, administrators, successors and assigns.

20.6 List of Owners and Eligible Members

The Board shall maintain up-to-date Records showing: (1) the name of each Person who is an Owner, the Lot number and street address of the Lot which is owned by the Owner, an alternate preferred address of such Person, if any has been registered with the Association, and the number of votes the Owner is entitled to cast; and (2) the name of each Person who is an Eligible Mortgagee, and the address of such

Person and the Lot which is encumbered by the Mortgage held by such Eligible Mortgagee. In the event of any transfer of a fee or undivided fee interest in a Lot, the transferee shall furnish the Board with evidence establishing that the transfer has occurred in the form of a Deed or other instrument accomplishing the transfer which has been Recorded. The Board may for all purposes act and rely on the information concerning Owners and Lot ownership which is acquired by it or, at its option, the Board may act and rely on current ownership information respecting any Lot obtained from the Office of the County Recorder of Summit County, Utah. The address of an Owner shall be deemed to be the address of the Lot owned by such Person, unless the Board is otherwise advised. The list of Owners shall be made available by the Board to any Owner for purposes deemed appropriate by the Board upon such Owner's written request and upon such Owner's payment of any copying charges and such Owner's execution of a privacy and nondisclosure statement prepared by the Board. In order for the Board to determine whether an Owner's written request for a list of the Owners or for other documents and Records maintained by the Board will be granted, the Owner's written request must be specific as to the types of Records being requested, and the Owner shall identify in the written request the purpose for which the Records are being requested. The Board shall then determine whether the purpose is proper and whether the Owner's request is made in good faith. The Board shall also determine whether the Records requested by the Owner are directly connected to the purpose deemed proper by the Board. In all cases, the Board shall comply with the requirements of Utah Code *Ann. § 57-8a-227* or any successor statutes, in responding to an Owner's request to examine or copy any of the Records of the Association.

20.7 General Obligations

Each Owner shall enjoy and be subject to all rights and duties assigned to Owners pursuant to this Declaration. With respect to unsold Lots, the Declarant shall enjoy the same rights and assumes the same duties with respect to each unsold Lot, unless otherwise expressly provided herein.

20.8 Rights of Action

Subject to the provisions of this Declaration, the Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of this Declaration or the decisions of the Association.

20.9 Successors and Assigns of Declarant

Any reference in this Declaration to Declarant shall include any successors or assigns of Declarant's rights and powers hereunder.

20.10 Gender and Number

Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

20.11 Captions and Titles

All captions, titles or headings of the *Articles* and *Sections* in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

20.12 Notices

Any notice permitted or required to be delivered as provided herein shall be delivered consistent with the processes described in the Bylaws.

20.13 Number of Days

In computing the number of days for purposes of any provision of this Declaration or the Articles or Bylaws, all days shall be counted including Saturdays, Sundays, and holidays; provided however, that if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday, or legal holiday.

20.14 Use of Lilac Hill East Term

No Person shall use the term "Lilac Hill East" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term "Lilac Hill East" in printed or promotional materials where such term is used solely to specify that a particular Lot is located within the Project.

20.15 Power of Attorney

Each Owner hereby unconditionally and irrevocably appoints the Association and the Declarant as its true and lawful attorney-in-fact, coupled with an interest, to execute any and all documents and take any and all actions necessary or desirable to fulfill the purposes and intentions of this Declaration.

[Signatures to follow on next page]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day first above written.

LILAC HILL EAST DEVELOPMENT, INC, a Delaware corporation

By: Matthew B. Hutchinson
Its: Authorized Signatory

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged to me this 18th day of July, 2023, by Matthew B. Hutchinson, the authorized signatory for LILAC HILL EAST DEVELOPMENT INC., a Delaware corporation.

TASSIE WILLIAMS
Notary Public, State of Utah
Commission # 712003
My Commission Expires
May 19, 2024

NOTARY PUBLIC
Residing at: Summit County, Ut
My commission expires:
5-19-2024

EXHIBIT A

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR LILAC HILL EAST

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1-5, Lilac Hill East Subdivision, according to the official plat thereof on file in the Summit County Recorder's Office.

Parcel Nos.: LHES-1
LHES-2
LHES-3
LHES-4
LHES-5

EXHIBIT B

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR LILAC HILL EAST

ARTICLE OF INCORPORATION

OF

LILAC HILL EAST OWNERS ASSOCIATION, INC.,

A Utah non-profit corporation

EXHIBIT C
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR LILAC HILL EAST

BYLAWS OF

LILAC HILL EAST OWNERS ASSOCIATION, INC.

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BYLAWS OF

LILAC HILL EAST OWNERS ASSOCIATION, INC.

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BYLAWS OF

LILAC HILL EAST OWNERS ASSOCIATION, INC.

ARTICLE 1 – NAME, OFFICE, DEFINITIONS

1.01 Name

Lilac Hill East Owners Association, Inc. (the "Association") is a Utah nonprofit corporation.

1.02 Principal Office.

The Association's principal office shall be initially located at 1225 Deer Valley Drive, Suite 201, Park City, Utah 84060. The Association may change its principal office to the office of any professional management company retained by the Association to perform some of the duties of the Association arising under the Declaration.

1.03 Definitions.

The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms herein shall have the same meaning as set forth in Article I of the Declaration of Covenants, Conditions, Easements and Restrictions for Lilac Hill East (the "Declaration"), as Recorded, and as may be amended and supplemented from time to time unless otherwise defined herein or under the Utah Revised Nonprofit Corporation Act, *Section 16-6a-et seq. of the Utah Code* (the "Act") for which these Bylaws shall operate.

ARTICLE 2 – MEMBERSHIP, VOTING AND MEETINGS,

2.01 Membership and Voting

Provisions governing Membership in the Association and the voting rights of its Members are set forth in *Article VII* of the Declaration.

2.02 Annual Meeting

The annual meeting of the Owners shall be held at a time designated by the Board during the month of January each year, or at such other date designated by the Board, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the election of Directors shall not be held on the date designated herein for the annual meeting of the Owners, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Owners to be convened as soon thereafter as may be convenient. The Board may from time to time by resolution change the date and time for the annual meeting of the Owners.

2.03 Special Meetings

Except as otherwise prescribed by statute or the Declaration, special meetings of the Owners, for any purpose, may be called by (1) the president voluntarily, (2) by a majority of the Directors or (3) by the president at the written request of Owners entitled to vote thirty percent (30%) or more of the total votes of

the Members of the Association with such written request to state the purpose or purposes of the meeting and to be delivered to the Board.

2.04 Place of Meetings

The Board may designate the Association's principal offices or any place within Wasatch or Summit County, Utah, as the place for any annual meeting or for any special meeting called by the Board.

2.05 Notice of Meeting

The Board shall cause written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than twenty (20) nor more than sixty (60) days before the date of the meeting to each Owner entitled to vote at such meeting. Notice shall be delivered in accordance with *Section 10.02 herein.* For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Board may set a Record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the Person or Persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

(a) Adjourned or Rescheduled Meetings. If an annual or special meeting of the Members is adjourned to a different date, time or place, notice need not be given if the rescheduled meeting is no earlier than 24 hours and no later than twenty (20) days of the original meeting and is announced at the original meeting before adjournment.

2.06 Quorum

Subject to and except as otherwise required by law, the Declaration, or the Articles, as amended, the presence in person or by proxy of 20% or more Owners entitled to vote shall constitute a quorum. If a quorum is not present at any Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time consistent with *Section 2.05(a)* above. Those Owners present at the rescheduled meeting and entitled to vote shall constitute a quorum at the rescheduled meeting, regardless of the number of Owners present at the rescheduled meeting. Notwithstanding the foregoing provisions of this *Section*, however, in any case in which the Declaration requires the affirmative vote of a certain percentage of Owners for authorization or approval of a matter, their consent, in person, by proxy or in writing is required for authorization or approval of the item, regardless of the quorum requirements.

2.03 Proxies

Votes may be cast in person or by proxy. Proxies must comply with *Section 16-6a-712* of the Utah Code, as such *Section* of the Utah Code may be amended, supplemented or replaced from time to time. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. Timely submitted proxies shall remain effective for adjourned or rescheduled meetings. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

2.04 Majority Vote

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

ARTICLE 3 - BOARD OF DIRECTORS

3.01 Number and Election of Directors

The Board of Directors (the "Board") shall consist of three (3) or five (5) Directors. There shall be three (3) initial Directors, appointed by Declarant, identified in the Articles set forth in Exhibit B attached hereto and incorporated herein. The initial Board shall be controlled by Declarant until the expiration of the

Period of Declarant Control. At the first meeting after the expiration of the Period of Declarant Control, three Members of the Board shall be elected by the Owners; two Members shall be elected for two-year terms and one Member shall be elected for a one-year term. Thereafter, all Members of the Board shall be elected for staggered two-year terms. If the Board is expanded to five (5) Directors, the election shall happen on the year that only one (1) Director is elected. Despite the expiration of a Director's term, the Director shall continue to serve until the election and qualification of a successor or until there is a decrease in the number of Directors, or until such Director's earlier death, resignation, or removal from office.

3.02 Director Qualifications

After the Period of Declarant Control expires, Directors shall be Class A Members or a Person associated with a Class A Member. No individual who is a Class A Member (as defined in the Declaration) may serve as a Director of the Association if that individual, or if such individual is associated with a Class A Member, the Class A Member associated with that individual, is delinquent in the payment of any dues, fees, Assessments, or the like arising out of the Declaration, these Bylaws, or the Association's Articles of Incorporation, or is otherwise in material default of any of the Covenants within the Declaration, Bylaws, or the Articles of Incorporation. Provided, that nothing in the previous sentence shall require an officer or Director of the Association to also be an Owner.

3.03 Removal, Resignation, and Replacement of Directors

(a) Removal of Directors. During the Period of Declarant Control, Declarant shall appoint and remove any and all Directors. After the expiration of the Period of Declarant Control, each Director may be removed, with or without cause, by a majority vote of all Owners of the Lots entitled to vote.

(b) Resignations. Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(c) Replacement of Directors. A vacancy on the Board created by the removal, resignation, or death of a Director appointed or elected by the Owners shall be filled by the remaining Directors until the next annual meeting of Owners, at which time the Owners shall elect a Director to fulfill the then-remaining term of the replaced Director. Any Director elected or appointed pursuant to this *Section* shall hold office for the remainder of the unexpired term of the Director who was replaced.

3.04 Regular Meetings

Regular meetings of the Board may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Board from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Board for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Board is elected.

3.05 Special Meetings

Special meetings of the Board may be held at any place within the State of Utah or by telephone, provided that each Director can hear each other Director, at any time when called by the president, or by two or more Directors, upon the giving of at least three (3) days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing it prepaid and addressed to such Director at such Director's address as it appears on the books of the Association, or by telephone or by electronic means (i.e. e-mail, text messaging or other

similar manner). Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required.

3.06 Quorum

A majority of the number of Directors fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Directors in attendance shall, except where a larger number is required by law, by the Articles, by the Declaration, or by these Bylaws, decide any question brought before such meeting.

3.07 Waiver of Notice

Before, at, or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director, except when such Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

3.08 Informal Action by Directors

Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing (which may include consent by email without a signature), setting forth the action so taken, shall be signed (or approved by email without a signature) by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE 4 - OFFICERS AND AGENTS

4.01 General

The officers of the Association shall be a president, vice president, a secretary, and a treasurer. The Board may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One Person may hold any two offices, except that no Person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by the Bylaws or by the Board, such officer, agent, or employee shall follow the orders and instructions of the president.

4.02 Officer Qualifications

After the Period of Declarant Control expires, officers shall be Class A Members or a Person associated with a Class A Member. No individual who is a Class A Member (as defined in the Declaration) may serve as an officer of the Association if that individual, or if such individual is associated with a Class A Member, the Class A Member associated with that individual, is delinquent in the payment of any dues, fees, Assessments, or the like arising out of the Declaration, these Bylaws, or the Association's Articles of Incorporation, or is otherwise in material default of any of the Covenants within the Declaration, Bylaws, or the Articles of Incorporation.

4.03 Removal of Officers

The Board may remove any officer, either with or without cause, and elect a successor at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

4.04 Vacancies

A vacancy in any office, however occurring, shall be filled by the Board for the unexpired portion of the term.

4.05 President

The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and of the Board. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the officer with the power to prepare, execute, certify, and Record amendments to the Declaration on behalf of the Association.

4.06 Vice President

The vice president shall, in the absence or disability of the president, perform the duties and exercise the powers of the president, and shall perform such other duties as the Board or the president shall prescribe. If neither the president nor the vice president is able to act, the Board shall appoint a Member of the Board to do so on an interim basis.

4.07 Secretary

The secretary shall:

(a) keep the minutes of the proceedings of the Owners meetings and of the Board meetings,

(b) see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law;

(c) be custodian of the corporate Records and of the seal of the Association and affix the seal to all documents when authorized by the Board;

(d) maintain at the Association's principal offices a Record containing the names and registered addresses of all Owners, the designation of the Lot owned by each Owner, and, if such Lot is Mortgaged, the name and address of each Mortgagee; and

(e) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to it by the president or by the Board. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

4.08 Treasurer

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his/her duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his/her possession or under his/her control belonging to the Association. The treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the Board or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

ARTICLE 5 - COMMITTEES

5.01 Designation of Committees

The Board may from time to time designate committees as appropriate to help in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall be comprised of Members and shall include at least one (1) Board member. No committee member shall receive compensation from the Association or receive a waiver from the Association for any amount of assessments for services that he or she may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his or her duties as a committee member to the extent that such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a committee member.

5.02 Proceedings of Committees.

Each committee designated by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

5.03 Quorum and Manner of Acting

At each meeting of any committee, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two 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 members of any committee designated by the Board shall act only as a committee, and the individual members thereof shall have no powers as such.

5.04 Resignation and Removal

Any member of any committee designated hereunder may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of the committee of which he or she is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee.

5.05 Vacancies

If any vacancy shall occur in any committee designated by the Board, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled by the Board at any meeting of the Board.

ARTICLE 6 - INDEMNIFICATION

6.01 Indemnification: Third Party Actions.

The Association shall indemnify any person who was, or is, a party, or is threatened to be made a party, to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is, or was, a Board member, or is, or was, serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, if he or

she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

6.02 Indemnification: Association Actions.

The Association shall indemnify any person who was, or is, a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Board member, or is, or was, serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless, and only to the extent, that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.

6.03 Determinations.

To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in *Sections 6.01 or 6.02* hereof, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification under *Sections 6.01 or 6.02* hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he or she has met the applicable standard of conduct set forth respectively in *Sections 6.01 or 6.02* hereof. Such determination shall be made either (i) by the Board by a majority vote of disinterested Board members or (ii) by independent legal counsel in a written opinion, or (iii) by the Members by the affirmative vote of at least fifty-one percent (51%) of those Members entitled to vote at any meeting duly called for such purpose.

6.04 Advances

Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately is determined that he or she is entitled to be indemnified by the Association as authorized by this Article or otherwise.

6.05 Scope of Indemnification.

The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Declaration, Bylaws, agreements, vote of disinterested members or Board members, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding

such office. The indemnification authorized by this Article shall apply to all present and future Board members, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Board members, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

6.06 Insurance

The Association shall purchase and maintain insurance on behalf of any person who was or is a Board member, officer, employee, or agent of the Association, or who was, or is, serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, entity or enterprise (whether for profit or not for profit), as may be required by the Declaration.

6.07 Payments and Premiums

All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute Common Area Expenses of the Association and shall be paid with funds from the Association.

ARTICLE 7- EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS, AND LIEN HOLDERS

7.01 Proof of Ownership

Upon the transfer of a fee or an acceptance of a Deed to a Lot in the Project, any Person becoming an Owner shall furnish to the Association a photocopy or a certified copy of the Deed or Recorded instrument vesting that Person with an ownership interest in the Lot. Such copy shall remain in the files of the Association.

7.02 Registration of Mailing Address

If a Lot is owned by two or more Owners, such Owners shall designate one address as the registered address. The registered address of an Owner or Owners shall be furnished to the secretary of the Association within ten (10) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Lot or by such Persons as are authorized to represent the interests of all Owners of the Lot. If no address is registered or if all of the Owners cannot agree, then the address of the Lot shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Lot.

7.03 Liens; Mortgagees

Any Owner who Mortgages or grants a deed of trust securing such Owner's Lot shall give the Association written notice of the name and address of the Eligible Mortgagee.

ARTICLE 8 - SECURITY INTEREST IN MEMBERSHIP

Owners shall have the irrevocable right to constitute and appoint a holder of a Mortgage or Deed of trust their true and lawful attorney-in-fact to vote their Membership in the Association at any and all meetings of the Association in which such Owner is entitled to vote and to vest in such holder any and all rights, privileges, and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Unless otherwise expressly provided in such proxy, such proxy shall become effective upon the filing of notice by such holder with the secretary of the Association. A release of the Mortgage or

Deed of trust covering the subject Lot shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors or grantors of a Deed of trust, of their duties and obligations as Owners or to impose upon the holder of a Mortgage or Deed of trust the duties and obligations of an Owner.

ARTICLE 9 - AMENDMENTS

9.01 By Directors.

Except as limited by law, the Articles, the Declaration, or these Bylaws, the Board shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any Bylaw, the Directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action.

9.02 Owners

Subject to any rights conferred upon holders of a security interest in the Declaration, the Owners may, by the vote of the holders of at least fifty-one percent (51%) of the votes of the Owners entitled to vote, unless a greater percentage is expressly required by law, the Articles, the Declaration, or these Bylaws, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

ARTICLE 10 - MISCELLANEOUS

10.01 Notice to Association and Board

(a) During Period of Declarant Control. During the Period of Declarant Control, all notices to the Association or the Board shall be sent to (i) the Registered Agent of the Declarant as registered with the Utah Department of Commerce by first class mail, (ii) to the principal office of the Association or to such other address as the Board may hereafter designate from time to time by first class mail and (iii) to the primary contact of the Association identified in the registry required by *Section 57-8a-105* of the Utah Code by email, with a copy sent to the email address of the Association's professional manager if the Association is professionally managed.

(b) After expiration of Period of Declarant Control. All notices to the Association or the Board shall be sent to (i) to the principal office of the Association as registered with the Utah Department of Commerce or to such other address as the Board may hereafter designate from time to time and (ii) to the primary contact of the Association by email, which may be a professional manager if the Association is professionally managed or the individual identified in the registry required by *Section 57-8a-105* of the Utah Code.

10.02 Notices to Owners

(a) Notice by Electronic Means. In any circumstance where notice is required to be given to the members, the Association may provide notice by electronic means, including email, text message, and/or an Association website, if the Board deems the notice to be fair and reasonable, unless a specific method of notice is designated in the Declaration or by Utah Law. Notice shall be deemed delivered within forty-eight (48) hours of electronic notice being sent or upon the receiving party's confirmation of receipt, whichever is sooner. If an electronic notice is returned as undeliverable, the serving party shall send notice via first-class mail, postage prepaid. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring members to furnish the Association with a current email address.

(b) Notice by Mail. If notice is mailed, such notice shall be deemed to be delivered

when deposited in the U.S. mail addressed to the Member at his or her registered address, with first-class postage prepaid. An Owner may require the Association, by written demand, to provide notice to the Owner by mail. Each Owner shall register with the Association such Owner's current mailing address for purposes of notice hereunder. Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board, or if no address has been designated, then to the Owner's Lot.

(c) Notice to Co-Owners. If a Lot is jointly owned, notice shall be sent to a single address of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the Lot shall be sufficient.

10.03 Affairs, Electronic Means

Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member if the Board does so in good faith and has no reason to believe it is not the act of the member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a member or by the Association.

10.04 Waiver, Precedent and Estoppel

No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

10.05 Appeals; Informal Hearing Procedures

An Owner who has been deemed a Non-Conforming Member and has been assessed a fine by the Board or receives a decision from a Board-appointed Committee that the Owner disputes, may request an informal hearing before the Board within thirty (30) days after the day on which the Owner receives notice of the fine or decision. If the Owner fails to timely request a hearing in writing, the Non-Conforming Member shall be deemed to have waived the right to a hearing. The Board shall not be required to conduct a hearing unless the Non-Conforming Member formally and timely requests a hearing in writing. The following procedures shall apply for any Owner who requests an informal hearing:

(a) At the appeal hearing, the Board shall provide the Owner with a reasonable amount of time to present any and all defenses related to the fine or citation and/or claims related to a Committee decision. Any participant may participate in the hearing by means of electronic communication so long as all participants can hear one another speak. The Owner may have counsel present at the hearing at the Owner's own expense. Under no circumstances shall the Association be responsible for any attorney fees or costs incurred by an Owner relating a hearing conducted pursuant to this *Section*.

(b) Following the hearing, the Board of Trustees shall meet in executive session to discuss whether satisfactory proof was presented to show *extenuating circumstances* to justify the Member's non-confirming behavior or to overturn a decision. If a majority of the Board is required to affirm or overturn the prior assessment of a fine or a decision of a committee and the Board shall

issue an opinion consistent thereto. If the Board's decision is unfavorable to the Non-Conforming Member, as the case may be, the Board may affirm the initial fine and impose reasonable continuing fines and other monetary penalties, which shall constitute a lien upon the Lot until paid, and/or suspend the Non-Conforming Member's right to vote. The Board may also provide the Non-Conforming Member a final deadline to cure the violation if a cure is possible before the initial fine or additional fines become due or an Owner's privileges are suspended. If an Owner timely requests an informal hearing, no interest or late fees may accrue until after the Board conducts the hearing and the Owner receives or is deemed to receive a final decision. All decisions of the Board are final unless an Owner appeals by initiating a civil suit consistent with *Section 57-8a-202* of the Utah Code.

(c) The Board shall deliver notice of its decision to the Owner by Certified Mail (return receipt requested) and via first-class mail to the Owner's registered address or email to the Owner's email address on file within seven (7) days of the date of the hearing. If Non-Conforming Member does not cure the offense within the number of days noted in the decision, the Board or its delegate agents shall have the power to impose additional fines and/or suspend privileges pursuant to the authority granted in the Association's Governing Documents.

(d) The procedures outlined in this Section may be applied to any decision by an agent of the Association and all violations of the Association's Governing Documents and does not preclude the Association from exercising other enforcement procedures authorized by the Governing Documents, including, but not limited to, the initiation of suit or self-help remedies.

10.06. Conflicts

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

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

10.08 Fiscal Year

The fiscal year of the Association shall be such as may from time to time be established by the Board. The initial fiscal year of the Association upon formation by Declarant shall be a calendar year.

10.09 Conduct of Meeting

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with these Bylaws.

10.10 Other Provisions

The Declaration contains certain other provisions relating to the administration of Lilac Hill East, which provisions are hereby incorporated herein by reference.

Continue to Next Page for Signature

IN WITNESS WHEREOF, the Association has caused the Bylaws to be executed by an officer duly authorized to execute the same this 18th day of July, 2023.

LILAC HILL EAST OWNERS ASSOCIATION, INC, a Utah non-profit corporation

By: Matthew B. Hutchinson
Its: Authorized Signatory

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged to me this 18th day of July, 2023, by Matthew B. Hutchinson, the authorized signatory for LILAC HILL EAST OWNERS ASSOCIATION, INC., a Utah non-profit corporation.

TASSIE WILLIAMS
Notary Public, State of Utah
Commission # 712003
My Commission Expires
May 19, 2024

NOTARY PUBLIC
Residing at: Summit County, Utah
My commission expires:
5-19-2024

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Jonathan DeGray
Architect
P.O. Box 16674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel. 435-649-7263, E-mail: degrayarch@qwestoffice.net

PROJECT DESCRIPTION:
ROSSIE HILL
ROSSIE HILL
PARK CITY, UTAH 84060

SHEET DESCRIPTION:
SITE PLAN - RENDERED

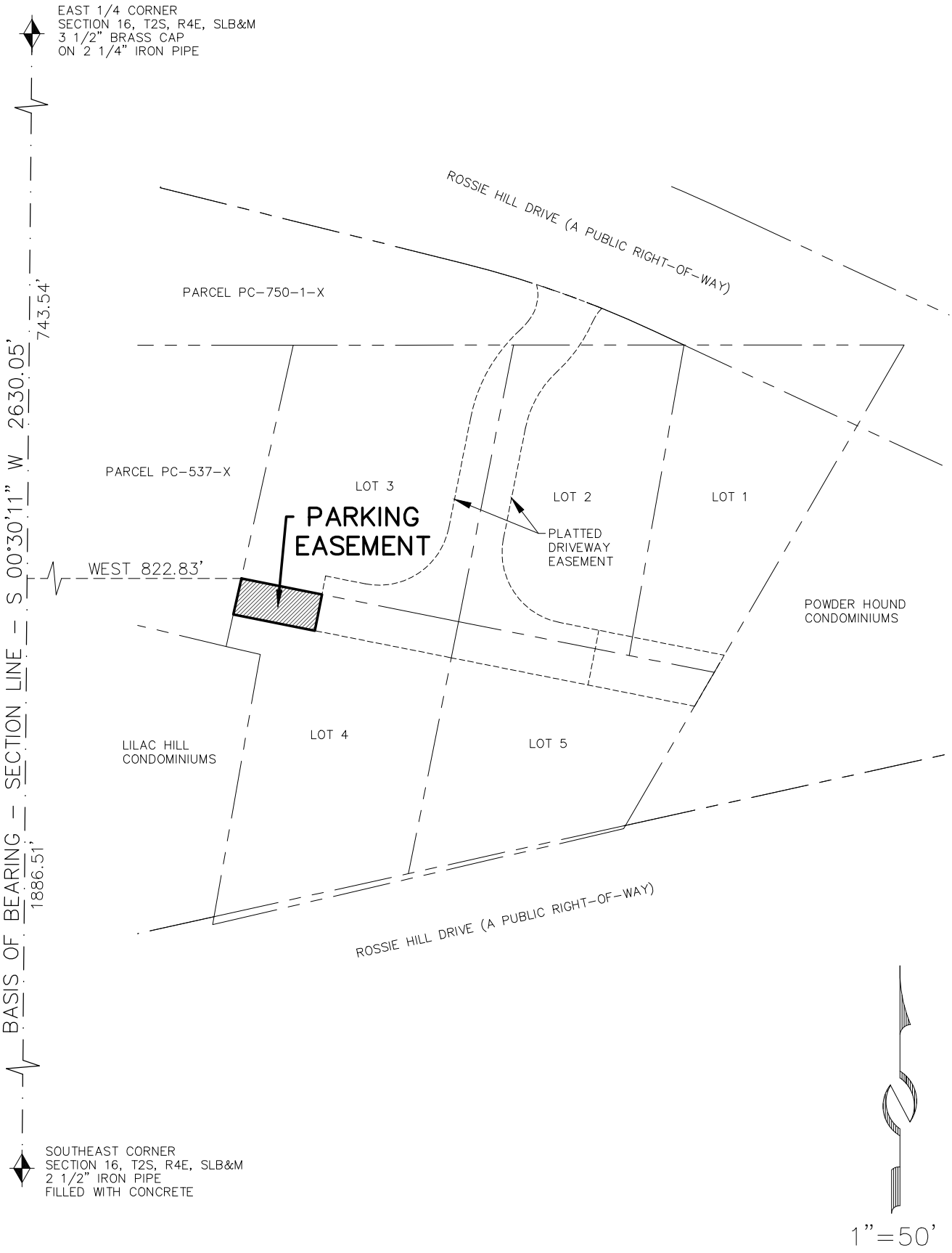
REVISIONS:

DATE:
-

PROJECT NUMBER:
-

SHEET NUMBER:
A0.01

PARKING EASEMENT FOR THE BENEFIT OF 741 ROSSIE HILL DRIVE



6/23/23 X:\EastofOldTown\dwg\ParcelExhibits\013-parking esmt-lilac hill.dwg

NIGHTLY RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into by and between _____, ("Owner"), and _____ ("Guest"), effective as of the __ day of _____, 20__.

1. **Premises**. Owner and Guest hereby agree to the rental by Guest from Owner of premises located at 741 Rossie Hill Drive, Park City, Utah, 84068 (the "Premises"). Owner shall provide utilities, furniture and fixtures, linens, towels, and kitchen items.

2. **Length of Stay**. The initial term of this Agreement shall be for ___ nights, commencing on _____ __, 20__, (the "Check-In Date") and continuing until _____, 20__ (the "Check-Out Date").

3. **Rates and Payment**. Guest agrees to pay to Owner, as rent for the Premises, the amount of _____ Dollars ($_____.00) per night for a total amount of _____ Dollars ($_____.00) ("Total Rent") payable in advance to Owner at _____. Please make checks payable to _____.

4. **Refundable Security Deposit.** A refundable security deposit (the "Deposit") in the amount of $500.00 as security for the faithful performance by Guest of all of Guests' obligations under this Agreement shall be required. The Deposit is due upon execution of this Agreement and shall be refunded within fourteen (14) days of the Check-out date and completion of unit inspection and inventory, provided no deductions are needed due to:

   a. Damage to the property or furnishings;

   b. Dirt or mess requiring extensive cleaning; or

   c. Any other cost incurred by the Owner due to Guest's stay.

   d. In the event Owner retains any portion of the Deposit for the purpose of remedying any damages caused by Guest in the Premises.

5. **Initial Payment.** Upon execution of this Agreement, Guest shall pay 50% of the Total Rent ("Initial Payment") due to Owner, equal to the amount of $ _____.

6. **Balance of Payment.** Payment in full of the entire Total Rent (*i.e.*, Total Rent minus the Initial Payment) must be received by Owner on or before the thirtieth (30th) day before the first night of Guest's stay, except if this Agreement is executed fewer than thirty (30) days prior to the first night of Guest's stay, in which case, the entire Total Rent must be received by Owner upon execution of this Agreement. If payment in full is not received by Owner on or before the thirtieth (30th) day before the first night of Guest's stay, Owner may, at its sole discretion, cancel this Agreement and retain the Initial Payment.

7. **Method of Payment.** Acceptable payment methods include personal check or credit card. No reservation is confirmed until this Agreement has been executed and delivered to Owner and,

in the case of payments by personal check, the funds have cleared or, in the case of payments by credit card, a valid credit card number has been provided to Owner.

8. **Cancellation Policy.** In the event that Guest provides written notification to Owner of Guest's intent to cancel Guest's reservation on a date more than 60 days prior to

9. No refund of Total Rent if cancelled less than or equal to 30 days prior to the Check-in date.

a. 50% of Total Rent refunded if cancelled greater than 30 but less than or equal to 60 days prior to the Check-in date.

b. 100% of Total Rent less a $100.00 reservation fee if cancelled >60 days prior to the Check-in date.

10. **Use of Premises**. The Premises shall be used and occupied exclusively for residential purposes by no more than _____ persons. People other than those in the Guest party may not stay overnight on the Premises; any other person on the Premises in the responsibility of the Guest. Guest shall comply with all of the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the Premises throughout the term of this Agreement. Guest specifically agrees to comply with all rules and regulations and the July 18, 2023 Declaration of Covenants, Conditions and Restrictions for Lilac Hills East Subdivision. Guest shall not use the Premises or allow the Premises to be used for any offensive, noisy, illegal, or immoral purpose, or in such a manner as to create a nuisance or otherwise disturb any neighbors. Guest shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company. Guest shall be responsible for all damage, breakage and /or loss to the premises, except normal wear and tear and unavoidable casualties (as deemed by Owner, in its sole discretion) which may occur during Guest's stay or as a result of any condition created by Guest. Guest agrees that all pipes, wires, glass, plumbing, household contents, etc., other equipment and fixtures will be in the same condition as at the beginning of Guest's stay, or as the same may be installed during Guests' stay. The property will be left in the same good and habitable condition. Any damages or notable conditions found upon arrival will be reported to Owner within one (1) hour of Guest's arrival (Check-in). Guest acknowledges and agrees that the property will be inspected prior to Guest's arrival and after Guest's departure. Guest agrees that any repair or replacement costs for any damages will be posted to Guest's credit card, or, if Guest is paying by check or money order, Guest shall promptly submit the moneys due for full cost of such repair(s) or replacement(s).

11. **No Smoking**. No smoking shall be permitted inside or outside of the Premises or anywhere on the property on which the Premises are located. Guest shall be responsible to ensure that neither Guest nor any other occupant of the Premises or any invitee or guest of Guest or the other occupants violates this prohibition. Any violation of this term of the Agreement shall be grounds for immediate termination of this Agreement by Owner, at Owner's option, and in Owner's sole and absolute discretion, with no refund to Guest.

12. **Pets**. No pets shall be permitted inside or outside of the Premises or anywhere on the property on which the Premises are located. Guest shall be responsible to ensure that neither Guest nor

any other occupant of the Premises or any invitee or guest of Guest or the other occupants violates this prohibition. Any violation of this term of the Agreement shall be grounds for immediate termination of this Agreement by Owner, at Owner's option, and in Owner's sole and absolute discretion.

13. **Vehicles**. Guest shall be permitted to keep a maximum of two (2) vehicles on the property on which the Premises are located, and such vehicles must be parked in the parking spots designated for the Premises.

14. **Inclement weather.** Owner is not responsible for losses or power outages due to inclement weather conditions. No refunds in the event of inclement weather unless evacuations are required by state or local authorities.

15. **Outdoor Displays**. Guest shall not post any signs on the exterior of the Premises. Further, no outdoor display of goods and merchandise shall be permitted as part of Guest's use of the property.

16. **Commercial Use.** Guest may not use the Premises for any commercial use. This shall include but not be limited to using the space as a Corporate Sponsor or Business House. A Corporate Sponsor or Business House is one which is used primarily to distribute retail products or personal services to invitees for marketing or similar purposes, regardless of whether such products or services are charged for. A Corporate Sponsor is any Business enterprise or combination of Business enterprises which provide funding for any special event in the amount of fifty percent (50%) or more of the funds necessary to promote the event or account for fifty percent (50%) or more of the event operating expenditure budget.

17. **Trash and Recycling**. Guest agrees to dispose of their ordinary household trash into a trash receptacle in a similar manner to other residences in the neighborhood in which the Premises are located and to deposit recyclable materials in the provided recycling containers. Trash cans shall not be left at the curb for any period in excess of twenty-four (24) hours and the Premises must be kept free from accumulated garbage and refuse.

18. **Entry and Inspection**. Owner and/or Owner's designee may enter the premises immediately in the event of an emergency, in order to perform necessary repairs and/or maintenance; and with 24 hours' notice, for normal maintenance or to show a prospective renter.

19. **Indemnification**. Owner shall not be liable for any damage or injury occurring on the Premises, or any part thereof, to Guest, or to any other person, or to any property, for any reason. Guest agrees to defend and hold Owner harmless from any such liability or claims for damages related to the Premises no matter how caused.

20. **Assignment**. This Agreement is not assignable, in whole or in part, by Guest without the express prior written consent of Owner, which consent may be refused for any or no reason.

21. **Default**. If any default is made in the payment of rent, or any part thereof, as required in this Agreement, or if any default is made in the performance of or compliance with any other term or condition of this Agreement by Guest, this Agreement, at the option and in the sole discretion of Owner,

shall terminate and be forfeited. Guest shall be given written notice of any default or breach, and put on notice that termination and forfeiture of this Agreement shall result if not corrected, as required by law.

22. **Miscellaneous**. Time is of the essence regarding all of the terms and provisions of this Agreement. Guest shall pay upon demand any and all expenses, including reasonable attorney's fees, incurred or paid by Owner without suit or action in attempting to collect any payment due from Guest under this Agreement or otherwise addressing any other breach of this Agreement by Guest. Should any litigation, action, arbitration, or other proceeding be commenced between the parties to this Agreement, arising from this Agreement, or concerning the rights or duties of either party under this Agreement, in addition to any other relief which may be granted, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees incurred therein. This Agreement constitutes the entire agreement between the parties, and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties with respect to the subject matter of this Agreement. This Agreement may be amended, modified, or supplemented only by a written agreement signed by all of the parties hereto and expressly stating that the parties specifically intend to amend, change or otherwise modify this Agreement thereby. This Agreement has been executed and shall be wholly performed within the State of Utah, and shall be governed by and construed in accordance with the laws of the State of Utah.

"OWNER" "GUEST"

_____

_____ _____

By: _____ Print Name: _____

Its:

Guest's Contact Information (required)

Address: _____

_____

Phone No.: _____

E-mail: _____

Names/Ages in Guest Party (Guest must be an adult 21 years of age or older.)

1._____ 5. _____

2._____ 6. _____

3._____ 7. _____

4._____

Billing Summary and Payment Information:

Rate: _____ nights at $_____ per night = $_____

Cleaning fees: _____ nights at $_____ per night = $_____

Subtotal = $_____

Taxes (10.45%) = $_____

Total Rent = $_____

Due upon execution of Agreement:

Security Deposit = $_____

50% Total Rent = $_____

Total = $_____

Balance Due 30 days prior to Check-in date: = $_____

Please make checks payable to **"_____, LLC "**.

Guest's Credit Card Information (required)

Name as it appears on Credit Card: _____

Credit Card Type (Circle one): American Express Visa MasterCard Discover

Credit Card No.: _____

Credit Card CVV (Security) Code: _____

Credit Card Expiration: ____/____ (Month/Year)

Return signed Agreement and payment (check or credit card information) to:

_____, LLC

Please use the return envelope(s) provided.

Planning Commission
Staff Report

Subject: **Accessory Uses in Master Planned Developments**
Author: **Rebecca Ward, Planning Director**
Date: **August 14, 2024**
Type of Item: **Legislative**

Recommendation

(I) Review the pending ordinance outlining Land Management Code amendments regarding Accessory Uses in Master Planned Developments, (II) consider the recommendations of the Accessory Uses in Master Planned Developments Task Force, (III) open a public hearing, (IV) provide input and direction to staff regarding the Commission's recommendation for City Council consideration, and (V) continue to September 11, 2024 for a second public hearing.

Background

The Planning Commission prioritized amendments to Land Management Code (LMC) Section 15-6-8 regarding Accessory Uses—those uses that do not count toward density—associated with Master Planned Developments. The Commission recognized the need to refine these regulations as a result of several project reviews to establish more predictability in future developments, and to clarify and update the regulations.

There are three types of Accessory Uses addressed in the LMC: Support Commercial, Residential Accessory Uses, and Resort Accessory Uses. The Planning Commission conducted several work sessions and public hearings on code amendments regarding these Accessory Uses:

- February 8, 2023 (Packet, Item 7.A; Minutes, p. 21)
- March 22, 2023 (Packet, Item 7.H; Minutes, p. 44)
- April 12, 2023 (Packet, Item 6.F; Minutes, p. 18)

On April 12, 2023, the Planning Commission unanimously forwarded recommended code amendments to the City Council. The proposed amendments:

- **Updated Support Commercial Uses, those uses oriented toward the internal circulation of a development to serve residents or users**
  - Limited signage and marketing to interior spaces
  - Shifted meeting spaces to a Use rather than a bonus
  - Limited to a Hotel
  - Captured affordable housing obligations for employees generated
  - Established a maximum square footage
  - Prohibited Conventional Chain Businesses
- **Clarified Residential Accessory Uses, those back-of-house uses and administration facilities for residents of Nightly Rental condominiums or**

hotels
    - Limited these to functional spaces and defined these spaces
    - Added Child Care Facilities and extra bike storage to allowed exceptions
- **Refined Resort Accessory Uses, back-of-house uses and accessory uses**
    - Captured affordable housing obligations and parking and traffic impacts
    - Removed uses required for business operations like administration
    - Removed terms like “instruction facilities” that could be broadly interpreted
- Tied Resort Support Commercial Uses to approved Master Planned Developments in the Recreation and Open Space Zoning District to align with other Zoning Districts

The City Council conducted several public hearings:

- April 27, 2023 (Packet, New Business Item 3; Minutes, p. 18)
- June 12, 2023 (Packet, Old Business Item 1; Minutes, p. 2)
- August 22, 2023 (Packet, Old Business Item 1; Minutes, p. 9)
- September 28, 2023 (Packet, Old Business Item 2; Minutes, p. 7)

The City Council unanimously denied the proposed Ordinance and requested the formation of a task force—established by the Mayor—to review the proposed amendments and to address the following questions:

(1) What is the purpose of the amendments?
(2) What are the financial implications?
(3) What type of development do the amendments incentivize/disincentivize?
(4) What is the purpose of the footnote connecting Resort Support Commercial to an approved Master Planned Development?

The Mayor formed an 8-member task force, including Alexandra Horst, Vail Resorts; Doug Clyde, private planning practitioner and 30 years in ski resort operation and management; Brianna Callaway, local resident with Google Fiber; Molly Wilden, Lisman Studio; Chris Conabee, Summit County Planning Commissioner and local real estate developer; Jan Wilking, former Park City Councilmember and commercial real estate broker; Gary Crandall, local resident and real estate developer; and Rick Shand, Planning Commissioner liaison.

The task force met on December 7, 2023, January 18, 2024, February 22, 2024, and April 3, 2024, and drafted a memo outlining their responses to the Council’s four questions, as well as recommendations (Exhibit B).

On July 11, 2024, the City Council requested staff issue a pending ordinance regarding Accessory Uses in Master Planned Developments to establish a six-month period for further review and discussion, and requested that the Planning Commission review the task force recommendations and forward a recommendation for Council consideration. On July 12, 2024, staff issued the pending ordinance—the original amendments recommended by the Planning Commission.

Staff recommends the Commission review the task force recommendations, the pending ordinance, and the Council's four questions and provide direction on whether the Commission would like to make modifications to the recommended code amendments.

Exhibits

A: Pending Ordinance
B: Task Force Recommendations

Pending Ordinance

AN ORDINANCE AMENDING LAND MANAGEMENT CODE SECTION 15-6-8 *UNIT EQUIVALENTS* AND SECTION 15-15-1 *DEFINITIONS* REGARDING SUPPORT COMMERCIAL AND RESIDENTIAL AND RESORT ACCESSORY USES FOR MASTER PLANNED DEVELOPMENTS AND SECTIONS 15-2.7-2 *USES* FOR THE RECREATION AND OPEN SPACE ZONING DISTRICT, 15-2.18-2 *USES* FOR THE GENERAL COMMERCIAL ZONING DISTRICT, AND 15-2.19-2 *USES* FOR THE LIGHT INDUSTRIAL ZONING DISTRICT TO CLARIFY RESORT SUPPORT COMMERCIAL IS ALLOWED WHEN APPROVED AS PART OF A MASTER PLANNED DEVELOPMENT

WHEREAS, the Land Management Code implements the goals and policies of the General Plan in part to protect and enhance the vitality of the City's resort-based economy, the overall quality of life, the historic character, and the unique mountain town community;

WHEREAS, the Land Management Code promotes the general health, safety, and welfare of the present and future inhabitants, businesses, and visitors of the City;

WHEREAS, the Land Management Code outlines allowances for Support Commercial Uses and exempts certain Residential and Resort Accessory Uses from counting toward the total Unit Equivalents within a Master Planned Development; these Accessory Uses are intended to provide services and support uses for patrons, employees, and residents within the development, and not for the general public;

WHEREAS, the Accessory Use exemptions from Unit Equivalents presents challenges for Master Planned Development review because they may result in increased mass and bulk of a project and over time, and uses intended for patrons, employees, and residents on site may be opened to the general public without mitigating impacts like increased traffic and parking, and without contributing to affordable housing obligations;

WHEREAS, on July 12, 2024, staff publicly noticed this Pending Ordinance to initiate this process and on August 14, 2024, the Planning Commission conducted the first public hearing.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah, as follows:

SECTION 1. AMEND MUNICIPAL CODE OF PARK CITY TITLE 15 LAND MANAGEMENT CODE. The recitals are incorporated herein as findings of fact. Municipal Code of Park City Title 15 Land Management Code Section 15-6-8 *Unit Equivalents*, Section 15-15-1 *Definitions*, Section 15-2.7-2 *Uses* for the Recreation and Open Space Zoning District; Section 15-2.18-2 *Uses* for the General Commercial

Zoning District; and Section 15-2.19-2 *Uses* for the Light Industrial Zoning District are hereby amended as outlined in Attachment 1.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED THIS __th day of _____ 2024.

PARK CITY MUNICIPAL CORPORATION

_____
Nann Worel, Mayor

Attest:

_____
City Recorder

Approved as to form:

_____
City Attorney's Office

Attachment 1

15-6-8 Unit Equivalents

Density of Development is a factor of both the Use and size of Structures built within a project. In order to allow for, and to encourage, a variety of unit configurations, Density shall be calculated on the basis of Unit Equivalents. Unless otherwise stipulated, one (1) Unit Equivalent equates to one (1) single family Lot, 2,000 square feet of Multi-Family Dwelling floor area, or 1,000 square feet of commercial or office floor area. A duplex Lot equates to two (2) Unit Equivalents, unless otherwise stipulated by the Master Planned Development (MPD). The MPD may stipulate maximum Building Footprint and/or maximum floor area for single family and duplex Lots. Residential Unit Equivalents for Multi-Family Dwellings shall be calculated on the basis of one (1) Unit Equivalent per 2,000 square feet and portions of Unit Equivalents for additional square feet above or below 2,000. For example: 2,460 square feet of a multi-family unit shall count as 1.23 Unit Equivalents.

Affordable Housing units required as part of the MPD approval, and constructed on Site do not count towards the residential Unit Equivalents of the Master Plan. Required ADA units do not count towards the residential Unit Equivalents.

~~[Support Uses and accessory meeting space use Unit Equivalents as outlined in Section 15-6-8(C) and (D) below.]~~

A. **CALCULATING RESIDENTIAL UNIT SQUARE FOOTAGE**. Unit square footage shall be measured from the interior of the exterior unit walls. All bathrooms, halls, closets, storage and utility rooms within a unit will be included in the calculation for square footage. ~~[Exterior hallways, common circulation and hotel use areas, such as lobbies, elevators, storage, and other similar Areas, will not be included.]~~

Common outdoor facilities, such as pools, spas, recreation facilities, ice-skating rinks, decks, porches, etc. do not require the Use of Unit Equivalents.

B. **LOCKOUTS**. For purposes of calculating Unit Equivalents, Lockouts shall be included in the overall square footage of a unit.

C. **SUPPORT COMMERCIAL WITHIN [~~RESIDENTIAL MASTER PLANNED DEVELOPMENTS~~ HOTELS]**. [~~Within a Hotel or Nightly Rental condominium project, the~~] The Floor Area of Support Commercial Uses [~~uses~~] may not exceed five percent (5%) of the total Floor Area of the approved residential Unit Equivalents or 5,000 square feet in total, whichever is less. Conventional Chain Businesses are prohibited as Support Commercial Use. Signage for Support Commercial Uses is limited to interior spaces. Marketing for Support Commercial Uses is limited to primary Uses on Site. [~~Any unused Support Commercial floor area may be utilized for meeting space Uses.~~] Support Commercial shall be included in Affordable Housing obligations and calculations subject to Housing Resolution No. 05-2021, as amended.

D. **[~~MEETING SPACE~~**. ~~Within a Hotel or Condominium project, Floor Area of meeting space may not exceed five percent (5%) of the total Floor Area of the approved residential unit equivalents. Any unused meeting space floor area may be utilized for support commercial uses within a Hotel or Nightly Rental Condominium project.~~]

E. **COMMERCIAL UNIT EQUIVALENTS**. Commercial spaces, approved as a part of a Master Planned Development, shall be calculated on the basis of one (1) Unit Equivalent per 1000 square feet of Net Leasable Floor Area, exclusive of

common corridors, for each part of a 1,000 square foot interval. For example: 2,460 square feet of commercial Area shall count as 2.46 Unit Equivalents.

F. **RESIDENTIAL ACCESSORY USES**. [~~Residential Accessory Uses include typical back of house uses and administration facilities that are for the benefit of the residents of a commercial Residential Use, such as a Hotel or Nightly Rental Condominium project and that are common to the residential project and are not located within any individual Residential unit.~~] Residential Accessory Uses do not require the use of Unit Equivalents [~~and include, but are not limited to, such Uses as~~]:

[~~Ski/Equipment lockers~~

~~Lobbies~~

~~Registration~~

~~Concierge~~

~~Bell stand/luggage storage~~

~~Maintenance Areas~~]

Mechanical rooms and shafts limited to electrical, heating, ventilation, plumbing, and air conditioning equipment and ductwork necessary for the operation of the Building

Laundry facilities [~~and storage~~]

Employee facilities related to the operation of the property

[~~Common pools, saunas and hot tubs, and exercise areas not open to the public~~

~~Telephone Areas~~

~~Guest business centers~~

~~Public restrooms~~

~~Administrative offices~~]

Hallways and circulation

Elevators and stairways

Child Care Facilities

Enclosed Bicycle Storage that exceeds the requirements of Section 15-3-9

G. **RESORT ACCESSORY USES**. The following Uses are considered accessory for the operation of a resort for winter and summer operations. These Uses are [~~considered typical back of house uses and are~~] incidental to and customarily found in connection with the principal Use or Building and are operated for the convenience of the Owners, occupants, employees, customers, or visitors to the principal resort Use. Accessory Uses associated with an approved summer or winter resort do not require the Use of a Unit Equivalent, but shall be included in the Affordable Housing obligations and calculations subject to Housing Resolution No. 05-2021, as amended, and shall be calculated as part of the parking demand requirements and traffic impact studies. These Uses and square footages require Planning Commission review and approval. Resort Accessory Uses may include[~~, but are not limited to, such Uses as~~]:

~~[Information]~~

~~[Lost and found]~~

First Aid Mountain patrol

[~~Administration~~]

Maintenance ~~[and storage]~~ facilities

Emergency medical facilities

~~[Public lockers]~~

Public restrooms

Employee restrooms, employee locker rooms, and employee break rooms~~[, and employee dining areas]~~

~~[Ski school/day care facilities]~~ Employee and public Child Care Facilities

~~[Instruction facilities]~~

~~[Ticket sales]~~

Equipment/ski check

Circulation and hallways for these Resort Accessory Uses

HISTORY

Adopted by Ord. 02-07 on 5/23/2002

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 10-14 on 4/15/2010

Amended by Ord. 11-05 on 1/27/2011

15-2.7-2 Uses

Uses in the ROS District are limited to the following:

A. **ALLOWED USES**.

1. Conservation Activity

2. Food Truck Locations[4]

B. **ADMINISTRATIVE CONDITIONAL USES**[1].

1. Trail and Trailhead Improvement

2. Outdoor Recreation Equipment
3. Essential Municipal Public Utility Use, Service, or Structure, less than 600 sq. ft.
4. Accessory Building, less than 600 sq. ft.
5. Ski-related Accessory Building, less than 600 sq. ft.
6. Parking Area or Structure with four (4) or fewer spaces
7. Outdoor Event, Outdoor Music
8. Temporary Construction Improvement
9. Raising, grazing of horses
10. Raising, grazing of livestock
11. Anemometer and Anemometer Towers

C. **CONDITIONAL USES**.

1. Agriculture
2. Recreational Outdoor and Trail Lighting
3. Recreation Facility, Private[5]
4. Recreation Facility, Public
5. Recreation Facility, Commercial
6. Golf Course
7. Passenger Tramway Station and Ski Base Facility
8. Ski Tow Rope, Ski Lift, Ski Run and Ski Bridge
9. Recreational Sports Field
10. Skating Rink
11. Skateboard Park

12. Public and Quasi-Public Institution, Church, and School, Park, Plaza, Structure for Public Assembly, greater than 600 sq. ft.
13. Essential Municipal Public Utility Use, Facility, Service, and Structure, greater than 600 sq. ft.
14. Accessory Building, greater than 600 sq. ft.
15. Ski-Related Accessory Building, greater than 600 sq. ft.
16. Child Care Center
17. Commercial Stable, Riding Academy
18. Vehicle Control Gates[2]
19. Resort Support, Commercial[6]
20. Cemetery
21. Parking Area or Structure with five (5) or more spaces
22. Telecommunications Antenna[3]
23. Mines and Mine Exploration
24. Plant and Nursery stock products and sales
25. Fences greater than six feet (6') in height from Final Grade.
26. Small Wind Energy Systems

D. **PROHIBITED USES**. Any use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Subject to an Administrative Conditional Use permit and/or Master Festival license review process. Master Festivals are temporary in nature. All related temporary Structures are restricted to specific time frames and shall be removed at the expiration of the Master Festival permit.

[2]See Section 15-4-19 for specific review criteria for gates

[3]Subject to Section 15-4-14, Telecommunications

[4]The Planning Director or designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[5]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas

[6] Subject to provisions of Chapter 15-6 and Master Planned Development approval

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 04-08 on 3/4/2004

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2022-08 on 4/28/2022

Amended by Ord. 2022-16 on 5/26/2022

15-2.18-2 Uses

Uses in the GC District are limited to the following:

A. **ALLOWED USES**.

1. Secondary Living Quarters
2. Lockout Unit[1]
3. Accessory Apartment[2]
4. Nightly Rental
5. Home Occupation
6. Child Care, In-Home Babysitting[3]
7. Child Care, Family[3]
8. Child Care, Family Group[3]
9. Child Care Center[3]

10. Accessory Building and Use
11. Conservation Activity
12. Agriculture
13. Plant and Nursery Stock production and sales
14. Bed and Breakfast Inn
15. Boarding House, Hostel
16. Hotel, Minor
17. Hotel, Major
18. Office, General
19. Office, Moderate Intensive
20. Office, Intensive
21. Office and Clinic, Medical and Veterinary Clinic
22. Financial Institution without a drive-up window
23. [~~Commercial, Resort Support~~]
24. Retail and Service Commercial, Minor
25. Retail and Service Commercial, Personal Improvement
26. Retail and Service Commercial, Major
27. Cafe or Deli
28. Restaurant, General
29. Hospital, Limited Care Facility
30. Parking Area or Structure with four (4) or fewer spaces
31. Parking Area or Structure with five (5) or more spaces
32. Food Truck Location[10]

B. **CONDITIONAL USES**.

1. Single Family Dwelling
2. Duplex Dwelling
3. Triplex Dwelling
4. Multi-Unit Dwelling
5. Group Care Facility
6. Public and Quasi-Public Institution, Church, and School
7. Essential Municipal Public Utility Use, Facility, Service, and Structure
8. Telecommunication Antenna[4]
9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter[5]
10. Timeshare Project and Conversion
11. Timeshare Sales Office, off-site within an enclosed Building
12. Private Residence Club Project and Conversion[8]
13. Financial Institution with a Drive-up Window[6]
14. Retail and Service Commercial with Outdoor Storage
15. Retail and Service Commercial, Auto Related
16. Transportation Service
17. Retail Drive-Up Window[6]
18. Gasoline Service Station
19. Restaurant and Cafe, Outdoor Dining[7]
20. Restaurant, Drive-up Window[6]
21. Outdoor Event[7]
22. Bar

23. Sexually Oriented Businesses[8]
24. Hospital, General
25. Light Industrial Manufacturing and Assembly
26. Temporary Improvement[7]
27. Passenger Tramway and Ski Base Facility
28. Ski tow rope, ski lift, ski run, and ski bridge
29. Commercial Parking Lot or Structure
30. Recreation Facility, Public
31. Recreation Facility, Commercial
32. Recreation Facility, Private[9]
33. Indoor Entertainment Facility
34. Heliport
35. Temporary Sales Trailer in conjunction with an active Building permit for the Site.[8]
36. Fences greater than six feet (6') in height from Final Grade[7]
37. Household Pet, Boarding[7]
38. Household Pet, Daycare[7]
39. Household Pet, Grooming[7]
40. Dwelling Unit, Fractional Use[11]
41. Commercial, Resort Support[12]

C. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Nightly rental of Lockout Units requires Conditional Use permit.

[2]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[3]See Section 15-4-9, Child Care and Child Care Facilities.

[4]See Section 15-4-14, Telecommunication Facilities.

[5]See Section 15-4-13, Placement of Satellite Receiving Antennas.

[6]See Section 15-2.18-6 for Drive-Up Window review.

[7]Requires an Administrative Conditional Use permit.

[8]See Section 15-4-16 for additional criteria.

[9]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[10]The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[11]Requires an Administrative Letter. See Section 15-4-23, Dwelling Unit, Fractional Use.

[12] Subject to provisions of Chapter 15-6 and Master Planned Development approval

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 04-39 on 9/23/2004

Amended by Ord. 06-76 on 11/9/2006

Amended by Ord. 14-57 on 11/20/2014

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2020-45 on 10/1/2020

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

Amended by Ord. 2022-21 on 10/27/2022

15-2.19-2 Uses

Uses in the LI District are limited to the following:

A. **ALLOWED USES**.

1. Secondary Living Quarters
2. Accessory Apartment[1]
3. Nightly Rental
4. Home Occupation
5. Child Care, In-Home Babysitting[2]
6. Child Care, Family[2]
7. Child Care, Family Group[2]
8. Child Care Center[2]
9. Agriculture
10. Plant and Nursery Stock
11. Office, General
12. Office, Moderate Intensive
13. Office, Intensive
14. Financial Institution without drive-up window
15. Retail and Service Commercial, Minor
16. Retail and Service Commercial, Personal Improvement
17. Retail and Service Commercial, Major
18. [~~Commercial, Resort Support~~]
19. Hospital, Limited Care
20. Parking Area or Structure with four (4) or fewer spaces
21. Food Truck Location[8]

B. **CONDITIONAL USES**.

1. Multi-Unit Dwelling

2. Group Care Facility
3. Child Care Center[2]
4. Public and Quasi-Public Institution, Church, and School
5. Essential Municipal Public Utility Use, Facility, Service, and Structure
6. Telecommunication Antenna[3]
7. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter[4]
8. Accessory Building and Use
9. Raising, grazing of horses
10. Bed and Breakfast Inn
11. Boarding House, Hostel
12. Hotel, Minor
13. Private Residence Club Project and Conversion[6]
14. Office and Clinic, Medical and Veterinary Clinic
15. Financial Institutions with Drive-Up Window[5]
16. Retail and Service Commercial with Outdoor Storage
17. Retail and Service Commercial, Auto-Related
18. Transportation Services
19. Retail Drive-Up Window[5]
20. Gasoline Service Station
21. Café or Deli
22. Restaurant, General
23. Restaurant, Outdoor Dining
24. Restaurant, Drive-Up Window[5]

25. Outdoor Event[6]
26. Bar
27. Hospital, General
28. Light Industrial Manufacturing and Assembly Facility
29. Parking Area or Structure with five (5) or more spaces
30. Temporary Improvement[6]
31. Passenger Tramway Station and Ski Base Facility
32. Ski Tow Rope, Ski Lift, Ski Run, and Ski Bridge
33. Recreation Facility, Public
34. Recreation Facility, Commercial
35. Recreation Facility, Private[7]
36. Entertainment Facility, Indoor
37. Commercial Stables, Riding Academy
38. Heliports
39. Commercial Parking Lot or Structure
40. Temporary Sales Office, in conjunction with an active Building permit.
41. Fences and Walls greater than six feet (6') in height from Final Grade[6]
42. Household Pet, Boarding[6]
43. Household Pet, Daycare[6]
44. Household Pet, Grooming[6]
45. Commercial, Resort Support[9]

C. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[2]See Section 15-4-9, Child Care and Child Care Facilities.

[3]See Section 15-4-14, Telecommunication Facilities.

[4]See Section 15-4-13, Placement of Satellite Receiving Antennas.

[5]See Section 15-2.19-8, Criteria for Drive-Up Windows.

[6]Subject to an Administrative Conditional Use permit.

[7]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[8]The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[9] Subject to provisions of Chapter 15-6 and Master Planned Development approval

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 04-39 on 9/23/2004

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Amended by Ord. 14-57 on 11/20/2014

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2020-45 on 10/1/2020

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

15-15-1 Definitions

. . . .

~~**[Commercial Use, Resort Support**. A Commercial Use that is clearly incidental to, and customarily found in connection with, the principal resort Use, and which is operated~~

~~and maintained for the benefit or convenience of the Owner, occupants, employees, customers of, or visitors to, the principal Use.]~~

. . . .

Executive Summary

Introduction

On September 28, 2023 the Park City Council requested a task force be formed to review Draft Ordinance No. 2023-17 after public feedback and answer four questions:

(1) What is the purpose of the amendments?
(2) What are the financial implications?
(3) What type of development do the amendments incentivize/disincentive?
(4) What is the purpose of the footnote connecting Resort Support Commercial to approved Master Planned Developments?

A committee of community members from various backgrounds was formed to recommend revisions.

Overall Notes:

(1) What is the purpose of the amendments?

It appears that the amendments were a way to reduce and define MPD usage of commercial, meeting space and resort support space.

(2) What are the financial implications?

The Committee believes the current code is beneficial as written. The Committee feels that the current MPD allocation of 5% Commercial and 5% Meeting Space has served the community well in reducing traffic and creating needed ancillary space for businesses to service Master Planned Developments. In the past, the Planning Commision and Council have used a combination of the two usages to allow MPDs more flexibility in rightsizing commercial. The Committee supports the discretion for increasing commercial from meeting space (and vice versa) up to 10%. The Committee believes these uses reduce traffic and provide value for MPDs.

(3) What type of development do the amendments incentivize/disincentive?

The Committee believes the amendments incentivized those who wish to minimize growth of commercial within MPDs and disincentivized resort operations. The Committee found that the code was written to support resort development and suggests that the MPD code is not the correct way to control future resort growth. The Committee found that resort growth should be supported so local resorts can remain competitive nationally and internationally.

(4) What is the purpose of the footnote connecting Resort Support Commercial to approved Master Planned Developments?

The Committee found that the purpose of the footnote was to attempt to apply consistent standards across all different zoning districts and the inclusion of the footnote effectively undermined the distinctive nature of each district.

Findings

These findings summarize the recommendations of the committee.

- Leave the current code as is prior to the recommendations originally proposed by the Planning Department with a few exceptions:

    1. Define “resort accessory use” and add to the master planned development (MPD) code.

        a. The Committee found that resort operations such as ski school, dining, and back of house are support functions for a viable skier experience.

    2. Clarification as it relates to affordable housing and traffic.

        a. Update “Residential Accessory Uses” to include: child care facilities and enclosed bike storage.
        b. Update “Resort Accessory Uses” to include: public and employee child care facilities.
        c. Keep affordable housing clarification in the MPD process.
        d. The process for reviewing traffic impacts is being updated with the assistance of Lisa Wise Consulting. This will create consistent guidelines for use by the Planning Commission and City.
            i. The committee consensus was that traffic reviews should be done without bias and enforced through the MPD and subsequent Planning Commission reviews.

- What is the purpose of the footnote connecting Resort Support Commercial to approved Master Planned Developments?

    1. Recommend removal of Footnote 6 from Section 15-2.7-2 of Draft Ordinance No. 2023-17.
    2. Recommended that the definition of “resort support commercial” should be clarified.

- General Findings:
    a. The existing Code works.
    b. Major changes to the existing code would result in increased traffic and potential devaluation of the resort guest experience.

c. The following uses should be added to Resort Accessory Use;
    i. Child care
    ii. Affordable housing
    iii. Dining
    iv. Ski school
    v. Bike storage
d. Latitude for increases above 5% but limited to 10% for commercial usage and meeting space should be at the discretion of the Planning Commision and Council as each project will have differing needs to accommodate guests based on locality (for example, Empire Pass vs. Old Town).