Public Works
Planning & Development Services Division
http://www.utah.gov/pmn/index.html

Millcreek Township Planning Commission

Public Meeting Agenda

Wednesday, September 11, 2013
4:00 P.M.

THE MEETING WILL BE HELD AT SALT LAKE COUNTY GOVERNMENT CENTER
2001 SOUTH STATE STREET, NORTH BUILDING, MAIN FLOOR, COUNCIL CHAMBERS, ROOM N1100
ANY QUESTIONS, CALL (385) 468-6700

REASONABLE ACCOMMODATIONS FOR QUALIFIED INDIVIDUALS MAY BE PROVIDED UPON RECEIPT OF A REQUEST WITH 5 WORKING DAYS NOTICE. PLEASE CONTACT WENDY GURR AT 385-468-6707. TTY USERS SHOULD CALL 711.

The Planning Commission Public Meeting is a public forum where the Planning Commission receives comment and recommendations from applicants, the public, applicable agencies and County staff regarding land use applications and other items on the Commission's agenda. In addition, it is where the Planning Commission takes action on these items. Action may be taken by the Planning Commission on any item listed on the agenda which may include: approval, approval with conditions, denial, continuance or recommendation to other bodies as applicable.

Work Session – 4:00 p.m.

Meadowbrook/3900 South - Scenarios process and vision as part of the Wasatch Choice for 2040 process. **Presenter:** Ryan Beck with Envision Utah

Curb, Gutter, and Sidewalk Project – Potential General Plan & Ordinance Amendments – An approximate 15 minute presentation and discussion regarding the draft public outreach presentation/survey. **Planner**: Lyle Gibson

Public Hearings

25638 – Planning and Development Services is seeking approval and adoption of a Bicycle Best Practice for inclusion into Salt Lake County General plans. The Bicycle Best Practice would be applicable to all unincorporated areas of Salt Lake County. The purpose of a Bicycle Best Practice is to provide Salt Lake County with a critical bicycle planning and design resource. **Planner**: Will Becker

Conditional Use

28368 - Rick Plewe and Steve Davies are requesting Final Conditional Use and Preliminary Plat approval for Creekside at Honeycut PUD, a 7-lot (formerly 8-lot), single-family PUD Subdivision. This project received a preliminary approval from the Millcreek Planning Commission at the July 10, 2013 meeting. The planning commission requested a review of the CC&R's and detailed open space and landscape plan in a public meeting before giving their final

approval. **Location**: 3548 South Honeycut Road (1850-1860 East). **Zone**: R-1-10 (Residential, Single-family, 10,000 square feet minim lot size). **Community Council**: East Mill Creek. **Planner**: Lyle Gibson

28613 - Mitchell Spence is requesting Conditional Use approval for the renovation of the Gardner Home and Mill site which has been designated as an historic site per section 19.86.020 of the Salt Lake County Ordinance. **Location**: 1475 East Murphy's Lane (3605 South). **Zone**: R-1-8. **Community Council**: Millcreek. **Planner**: Lyle Gibson

Zone Change

28601 – Elias Haddad is requesting approval of a Zone Change from the C-1 (Neighborhood Commercial) zone to the C-2 (Community Commercial) zone in order to allow for additional uses on the subject property. **Location**: 2905 East 4430 South. **Community Council**: East Mill Creek. **Planner**: David J. Gellner, AICP

Business Items – (Immediately following Public Hearings)

1) Adoption of minutes from the August 14, 2013 meeting.
2) Other Business Items (as needed)

ADJOURN

Rules of Conduct for the Planning Commission Meeting

First: Applications will be introduced by a Staff Member.

Second: The applicant will be allowed up to 15 minutes to make their presentation.

Third: The Community Council representative can present their comments.

Fourth: Persons in favor of, or not opposed to, the application will be invited to speak.

Fifth: Persons opposed to the application will be invited to speak.

Sixth: The applicant will be allowed 5 minutes to provide concluding statements.

- Speakers will be called to the podium by the Chairman.
- Because the meeting minutes are recorded it is important for each speaker to state their name and address prior to making any comments.
- All comments should be directed to the Planning Commissioners, not to the Staff or to members of the audience.
- For items where there are several people wishing to speak, the Chairman may impose a time limit, usually 2 minutes per person, or 5 minutes for a group spokesperson.
- After the hearing is closed, the discussion will be limited to the Planning Commission and the Staff.

Salt Lake County Planning & Development Services

STAFF REPORT

Executive Summary								
Hearing Body:	Millcreek Township Planning Commission							
Meeting Date and Time:	Wed. September 11, 2013	04:00 PM	**File No:**	2	8	3	6	8
Applicant Name:	Steve Davies & Rick Plewe	**Request:**	Conditional Use					
Description:	7-Lot Planned Unit Development							
Location:	3548 South Honeycut Road (1850-1860 East)							
Zone:	R-1-10 Residential Single-Family	Any Zoning Conditions?	Yes ☐	No ☑				
Community Council Rec:	Approval with Conditions							
Staff Recommendation:	Approval with Conditions							
Planner:	Lyle Gibson							

1.0 BACKGROUND

1.1 Summary

1.1.1. Previous Commission Action

This application has been reviewed by the Millcreek Planning Commission on multiple occasions. During this process the PUD proposal has been modified from the original 8-lot development to a 7-lot development. The motion from the Millcreek Planning Commission at the July 11, 2013 meeting was to grant preliminary approval of this application, subject to conditions 1-11 listed in the Staff Report; and adding another condition as follows:

12) Prior to Final Conditional Use and Preliminary Plat approval the applicant shall submit for review and approval by the Planning Commission at a public meeting, the following:

a) A copy of the CC&R's for the project so the Commission can verify that the CC&R's reflect the proposed typical architectural theme and indicate how the theme will be achieved with the applicant's proposed custom home program (the Commission, staff or the County is not verifying whether or not the proposed covenants meet legal standards); and
b) All items noted in 2.2.4 of the staff report, "…detailed open space improvements; playground improvements; sight lighting; fencing and typical landscape plan for the lots; a detailed landscape plan for the common areas; and an updated tree preservation plan."

1.1.2 Additional Submittals

The applicants have provided more information as requested by the planning commission. The The attached documents show the proposed details that as to how the applicant plans to address the items of interest to the planning commission. A technical review process and final changes to some items still needs to take place, however it is the opinion of the staff that the provided documentation should address the requested information requested at the previous hearing.

1.1.3 Exception Request

The applicants have received approval during the July Mayor's Meeting for an Exception from County Roadway Standards under application 28547 allowing the offset alignment of the proposed entrance to the private drive. Based on the recommendation of the traffic study and that of the planning commission the applicant withdrew the request for an exception to curb, gutter, and sidewalk standards.

1.1.4. Property Info

Existing Zoning - The subject property and surrounding area is zoned R-1-10, Residential, Single-Family, 10,000 square foot minimum lot size for a standard subdivision.

Surrounding Land Use - The primary use around the area is Single-Family Residential homes.

Subject Property Size - The subject property was originally proposed at 2.21 acres according to a certified survey prepared by the applicants' engineer. The applicants have informed staff of a discussed property line adjustment on the northwest section of the property across the creek with the adjacent property owner. This proposal as discussed will decrease the total acreage of the property to 1.87 acres which still allows for a density of 7 total units as proposed. This adjustment resolves concerns with adjacent property owners and is also preferable for maintenance of the northwest side of the creek.

Existing & Required Improvements - There is an existing home and residential pool on the site that are proposed to be removed. Honeycut Road is paved with some curb and gutter on the east side. The applicants will be required to install curb, gutter, and sidewalk along Honeycut Road.

1.2 Hearing Body Action

This application is on the Commission's agenda for final action.

1.3 Neighborhood Response

1.3.3 Written Correspondence

After the last public hearing staff has only been made aware of one more individual's via email. The original concern was expressed by Bruce R. Baird P.C. on behalf of Mr. Poulton regarding the recommendation to approve the exception to roadway standards. This concern was resolved and Mr. Poulton was present during the Mayor's meeting in support of the proposed roadway alignment.

1.4 Community Council Response

The application has previously been reviewed and heard by the East Millcreek Community Council. Recommendations from the community council have already been presented to the Millcreek Planning Commission and have been considered and implemented into the preliminary approval.

2.0 ANALYSIS

2.1 Applicable Ordinances

Section 19.84.060 of the Conditional Use Chapter of the Zoning Ordinance establishes five standards to be used in evaluating Conditional Use applications. The Planning Commission must find that all five of these standards have been met before granting approval of an application. Based on the foregoing analysis, Staff suggests the following:

Criteria Met		Conditional Use Criteria and Evaluation
YES ☒	NO ☐	Standard `A': *The proposed site development plan shall comply with all applicable provisions of the Zoning Ordinance, such as parking, building setbacks, building height, etc.*
		The applicants' proposal will comply with all applicable provisions of the zoning ordinance including allowed PUD modifications if approved by the Commission. Please refer to Zoning Analysis Table included in this report.
YES ☒	NO ☐	Standard `B': *The proposed use and site development plan shall comply with all other applicable laws and ordinances.*
		If the Exception to roadway standards is approved, the proposed application will comply with all applicable laws and ordinances.
YES ☒	NO ☐	Standard `C': *The proposed use and site development plan shall not present a traffic hazard due to poor site design or to anticipated traffic increases on the nearby road system which exceed the amounts called for under the County Transportation Master Plan.*
		The applicants Traffic Study concludes that the proposed development will not add to the existing traffic concerns raised by the residents along Honeycut road (speed and pedestrian safety). It recommends approval of the applicants' proposed Exception form County Roadway Standards, application 28547, for a non-compliant offset intersection of the projects entrance with Honeycut Road. This request for an exception has been approved by the Mayor's Office.
YES ☒	NO ☐	Standard `D': *The proposed use and site development plan shall not pose a threat to the safety of persons who will work on, reside on, or visit the property nor pose a threat to the safety of residents or properties in the vicinity by failure to adequately address the following issues: fire safety, geologic hazards, soil or slope conditions, liquefaction potential, site grading/ topography, storm drainage/flood control, high ground water, environmental health hazards, or wetlands.*
		The preliminary plans indicate that this standard can be adequately met, including all of the issues noted in this standard. Staff anticipates that the issues in this standard can be adequately addressed during the Technical Review and building permit processes. If there are significant changes in the proposal, such as reduction in open space, setbacks, or items that are not approved by the Commission, the project would be brought back to the Commission for further consideration at a noticed public meeting. If the Technical Review results in further lot reduction or reconfiguration, yet still complies with County requirements, the PUD standards and the Commission's approvals, the application would not be brought back to the Commission for further review, unless it was required by the Commission as part of their approval.
YES ☒	NO ☐	Standard `E': *The proposed use and site development plan shall not adversely impact properties in the vicinity of the site through lack of compatibility with nearby buildings in terms of size, scale, height, or noncompliance with community general plan standards.*
		It is staff's opinion that the proposed development will be compatible with the surrounding varied nature of the single-family homes in the neighborhood and with the Community General Plan standards. The proposal is for custom single-family detached homes. The proposed home sizes will likely range between the larger homes adjacent to the property to the south, west and northwest; and the smaller homes to the north and to the east across

	Honeycut Road. The design of the project takes into consideration the sensitive lands on the site and complies with the County's PUD requirements and development standards. This includes compliance with the underlying zone's maximum density and the 30-foot maximum building height allowed in RCOZ. The Millcreek Township General Plan designates this area as a "Blue" or a stable area, which anticipates little change to the land uses or density in the area. The proposed use is consistent with the existing General Plan designation. It is a single-family development that does not exceed the maximum density allowed in the zone. Further, the general plan discusses protection of the township's natural resources. Mill Creek is one of the primary natural resources in Millcreek Township. The proposed developments clustering of the homes onto smaller lots, placing the stream and the associated riparian floodplain in common area, is consistent with the natural resource protection provisions in the General Plan. It is also consistent with housing provisions in the General Plan that encourage diverse housing types and sizes, for residents in all stages of life.

2.2 Zoning Requirements

2.2.1 Development Plan Items that can be Modified Under PUD

Under the PUD ordinance some standard provisions can be modified through PUD approval, others can't. For example, the Commission can't approve density higher than the maximum allowed in the underlying zone or approve land uses not listed in the underlying zone. The items available for modification under a PUD include: lot size; lot layout; building setbacks; building height; typical architecture; recreational facilities and open space plan; fencing plan; typical lot landscaping plan; common area landscaping; and parking.

2.2.2 PUD Ordinance

The following is a summary and analysis of the PUD provisions applicable to Planning Commission Review.

19.78.010 Scope of Approval - The PUD ordinance does not guarantee approval. The PUD should only be approved if it meets the intent and purpose and applicable requirements of the zoning ordinance.

The proposed information submitted by the applicant is sufficient to determine if the proposal can comply with the PUD and other zoning regulations, subject to the Technical Review process with staff.

19.78.020 Purpose - The main purposes of the PUD ordinance are:

1. Allow diversification of uses and structures to their site;
2. Encourage good neighbor, housing, or area design to ensuring substantial compliance with the base zone and the provisions of the zoning ordinance related to health, safety, and general welfare; and
3. Take advantage of larger scale site planning.

It is staff's opinion that the proposal will achieve the Purpose of the PUD ordinance through: the diversity that will be achieved through custom home designs; proposed protection of the sensitive lands within common area ownership; the proposed development plan; and the staff recommendations.

19.78.090 Effect on adjacent properties - Site design to ensure adjacent properties will not be adversely affected. The Planning Commission can addressed building height; building location; lot area, lot width, yard, and coverage. Density shall be the same as the underlying zone.

The applicant's proposed density is less than the allowed density in the R-1-10 zone. While lot size is smaller than surrounding lots, the overall density falls within the R-1-10 zone and the plan

allows a significant riparian area on the property to be preserved in a common ownership parcel rather than inside individual lots.

The lot layout, perimeter setbacks, lot setbacks and proposed compliance with RCOZ building height, will ensure that the adjacent neighbors will not be adversely affected by health, safety and general welfare concerns. The smallest setback from adjacent properties is 15 feet from the south property line. This setback complies with the rear and side yard setbacks of the standard R-1-10 zone and with RCOZ setback requirements.

The applicant proposes to provide perimeter fencing around the project with adjacent neighbors, working out the details of the type of fencing with each of the neighbors.

The proposed homes will be compatible with surrounding homes. Their size will be somewhere between the larger size of homes adjacent to the property and the smaller homes adjacent and across Honeycut Road from the property.

19.78.100 Preservation of open space - Preservation and maintenance of common open space can be accomplished in on of three ways:

1. Dedication as a public park;
2. Granting the County a permanent open space easement to guarantee preservation; or
3. Dedicate into a common area that is owned and maintained by the homeowners association with provisions for the payment of common fees for upkeep.

The applicant is proposing the common areas be located within a common ownership parcel, owned and maintained by the homeowners association. Fees will be required under the covenants of the project, in compliance with state law related to common ownership within a condominium or plat. This is incompliance with this requirement. In addition, the applicant will be providing a flood control easement to the county for flood control maintenance and emergency access. The proposed location of the easement has been approved by County Flood Control subject to a detailed legal description on the Final Plat.

19.78.110 Landscaping - Landscaping must comply with Chapter 19.77 Water Efficient Landscape requirements. This is usually verified by staff during the Technical Review Process.

The applicants have submitted a preliminary landscape plan and a typical lot landscape detail. Landscaping under 19.77 is usually reviewed and approved by staff, complying with the provisions of the ordinance. The Commission can include special landscape provisions in their conditions of approval if deemed necessary.

19.78.120 Signs and floodlighting - Signage and area lighting if any needs to be identified and approved.

The applicants have indicated that the entrance will be gated, with a wrought-iron style automatic gate with gas lanterns on the pilasters. Attached to this report is an example of a proposed gate that might be used. The applicants have also provided examples of lighting options within the development.

19.78.130 Site plan requirements - The applicant shall submit a site plan, including phasing if any. The plan needs to show the following:

1. Use, dimensions, sketch elevations and location of proposed structures;
2. Areas and locations of vehicle access, pedestrian access, parking, public uses playgrounds, landscaping and open space;
3. General architecture design including physical relationship of the use
4. Other pertinent information including, but not limited to: density, coverage, open space characteristics, as needed to determine if the proposal is better than standard regulations

Refer to the Zoning Analysis Table and the plans that indicate the applicant's development plan.

If the Commission is acceptable to having staff work out the details of landscaping and recreational facilities, it is staff's opinion that the information provided is sufficient to make a decision on the project.

19.78.160 Plan review at public meeting - Preliminary development plans are to be submitted for staff analysis and Planning Commission Review at a public meeting.

The required plans have been submitted for review by staff and are attached to this report for review by the Planning Commission.

19.78.170 Scope of planning commission action - Planning Commission to consider the following:

1. Plans shall be prepared by designer or team that has professional competence in the type of PUD proposed;
2. Control of the design by the Planning Commission not to be so rigid to stifle initiative and incur substantial additional expense, but the control exercised shall be the minimum necessary to achieve the purpose of the PUD Chapter; and
3. Planning Commission may approve or disapprove an application and if approved, attached conditions it deems necessary achieve the Conditional Use Criteria.

The applicants are professional developers/home builders. They have provided professionally prepared plans. The applicants' proposal is to set parameters for construction of the homes including typical architectural style, setbacks, building height, etc. rather than to establish specific homes on each lot. The proposal with staff recommendations should achieve the appropriate control. In addition the applicant has put together proposed CC&Rs to demonstrate a means of ensuring desirable architecture at each lot.

2.3 Other Agency Recommendations or Requirements

2.3.1 Transportation Engineer

The applicant has been approved for an Exception to roadway standards under file #28547 for the non-complying off-set intersection. With this approval final traffic details will be addressed during the Technical Review Process.

2.3.2 Grading Review & Storm Water Pollution Prevention & FEMA

Final grading plans are required to be provided for the overall development of the subdivision as part of the Technical Review Process. As of the date of this report a geotechnical report has not been received by staff. Plans will need to include a geotechnical report, including a soils analysis. Each lot will require separate grading review at time of building permit. The overall project, as well as the individual lots are subject to grading standards, erosion control requirements and storm water pollution prevention requirements. These requirements include silt fencing, revegetation and other erosion control measures both during and after construction. Proposed work will also have to comply with FEMA requirements, administered under the County's Flood Insurance Program. Confirmation of these requirements occur during the Technical Review and Building Permit processes.

2.3.6 Flood Control Review

County Flood Control has completed their review of the proposed plans. They support the proposed flood control access easement as shown with a final legal description included on the Final Plat. They are also requiring a Technical Review of proposed stream bank stabilization plans, and any other improvements within 20 feet of the stream. The applicant has chosen to remove the existing bridge to comply with requirements of Flood Control. The removal of this structure has altered the passive amenities on the site as seen in attached plans. This can be refined during the Technical Review Process.

2.3.5 Army Corps. and State Stream Alteration Review

In the case of Mill Creek, the Federal Army Corps. of Engineers has assigned review of work along the creek to the State of Utah, Department of Natural Resources, Division of Water Rights, Stream Alteration permit program; except in cases where, jurisdictional wetlands.

The State has reviewed the site and proposed preliminary plans and has approved the preliminary plans subject to Technical Review. There are no wetlands on the site so the Army Corps. will not be involved with this review. Any work within the 20 feet of the stream will require a Stream Alteration Permit from the State.

2.4 Other Issues

2.4.1 Rear Lot Lines adjacent to the Creek

As of the date of this report the applicant has not provided a proposed plat that shows compliance with the approved recommendation from staff to modify the rear lot lines along lots 1, 2, and 3. The applicant's most recent submittal shows the rear lot lines of lots 2 and 3 partially located within the FEMA floodplain boundary. Lot 3 has already been modified to meet the required changes, and lots 2 and 3 will be required be outside of the floodplain as well. Verification of total compliance will be reviewed by staff during the Technical Review Process and will be required prior to preliminary plat approval. (Please refer to the attached site plan.)

2.4.2 Rear Yard Fencing adjacent to the Creek

The applicants have been working with staff in making changes to comply with the previously proposed conditions for fencing. As of the date of this report staff has not received plans showing fencing along the rear lot lines of lots 1-3. Staff has worked with the applicant on a plan for fencing to be placed along the revised rear lot lines of Lots 1-3 to help protect the slope down to the creek. Gates could be provided for access from the lots down to the pathway and seating areas planned along the creek. An open fence would allow visibility of the creek area from the rear of the homes, yet control the access and avoid damage to the slope over time with uncontrolled access. It will also make maintenance of the more sensitive lands the responsibility of the HOA instead of individual property owners. Staff would verify that this item is addressed and finalized during the Technical Review process prior to issuing final approvals.

2.4.3 Final Recreational Facility Improvements

The applicant has submitted information demonstrating the proposed playground equipment and site amenities provided with this report. The items proposed are of a commercial grade as previously suggested. Pathways have been proposed to control traffic on site within the creek area. Fencing has been identified as requested as an rod-iron style which will create a safer play area for children. Final details of the improvements may occur during the Technical Review process.

2.4.4 Tree Preservation

A new analysis of the site has been submitted to our offices, included with this report. The plan provides more information about the intended preservation of trees on the site and which trees are most likely to be removed. This plan indicates most notably the preservation of all existing significant trees along Honeycut Road and the restoration of the natural riparian area surrounding the creek. Final approvals of this plan would take place during the Technical Review process.

2.5 Subdivision Requirements

2.5.1 Preliminary Plat

The preliminary plat has been undergoing review and modification to comply with the conditions approved by the planning commission during the previous hearing of this application. The proposed preliminary plat, with staff recommendations, will comply with Preliminary Plat requirements at completion of the Technical Review process. As of the date of this report the proposed plat shows a correction to lot 3 only, a similar adjustment to have property lines outside of the floodplain will be required along lots 1 and 2 as well prior to Preliminary Plat approval.

2.5.2 Covenants and Restrictions

The applicant has provided a copy of the proposed CC&R's showing the intent to enforce and ensure compliance with the conditions of approval for the PUD.

3.0 STAFF RECOMMENDATION

3.1 Staff recommends APPROVAL of the proposed Conditional Use with the following conditions:

1) The applicant complete with staff complying with all applicable requirements of staff and outside agencies.

2) The lot lines for lots 1-3 be moved to the flood plain boundary.

3) The Setbacks for the project shall be as proposed, except that the setback from the rear lot lines of lots 1-3 shall be 0 (the floodplain boundary).

4) The building height for all structure shall comply with the Residential Compatibility Overlay Zone Option A requirement of 30 feet.

5) All homes shall comply with RCOZ building envelope requirements in RCOZ from the perimeter of the subject property.

6) All other standards noted by the applicant or staff in this report shall be part of the PUD.

7)A 6-foot construction and maintenance easement shall be provided in the open space area immediately adjacent to the rear lot lines of 1-3 on the final plat. This area shall be reclaimed and revegetated after any construction or any maintenance activities that may damage the easement area. Reclamation and revegetation shall be the responsibility of the adjacent lot owner.

8)A final lighting plan shall be submitted for review and approval by staff during the Technical Review process that indicates all exterior lighting to be utilized within the project, including street lighting, common area lighting, entrance feature lighting and exterior home lighting. The plan will need to indicate how lighting will be designed to prevent impact on the adjacent neighbors and meet County development standards.

9 Recreational Facility improvements and landscaping shall be finalized with staff prior to Preliminary Plat approval

10) A final fencing plan shall be submitted for review and approval with staff prior to final preliminary plat approval. The plan shall included details on all proposed permieter fencing, a site plan showing where al fencing will be located, and address screening of neighboring properties and fencing along rear yards for lots 1-3 as recommended by staff.

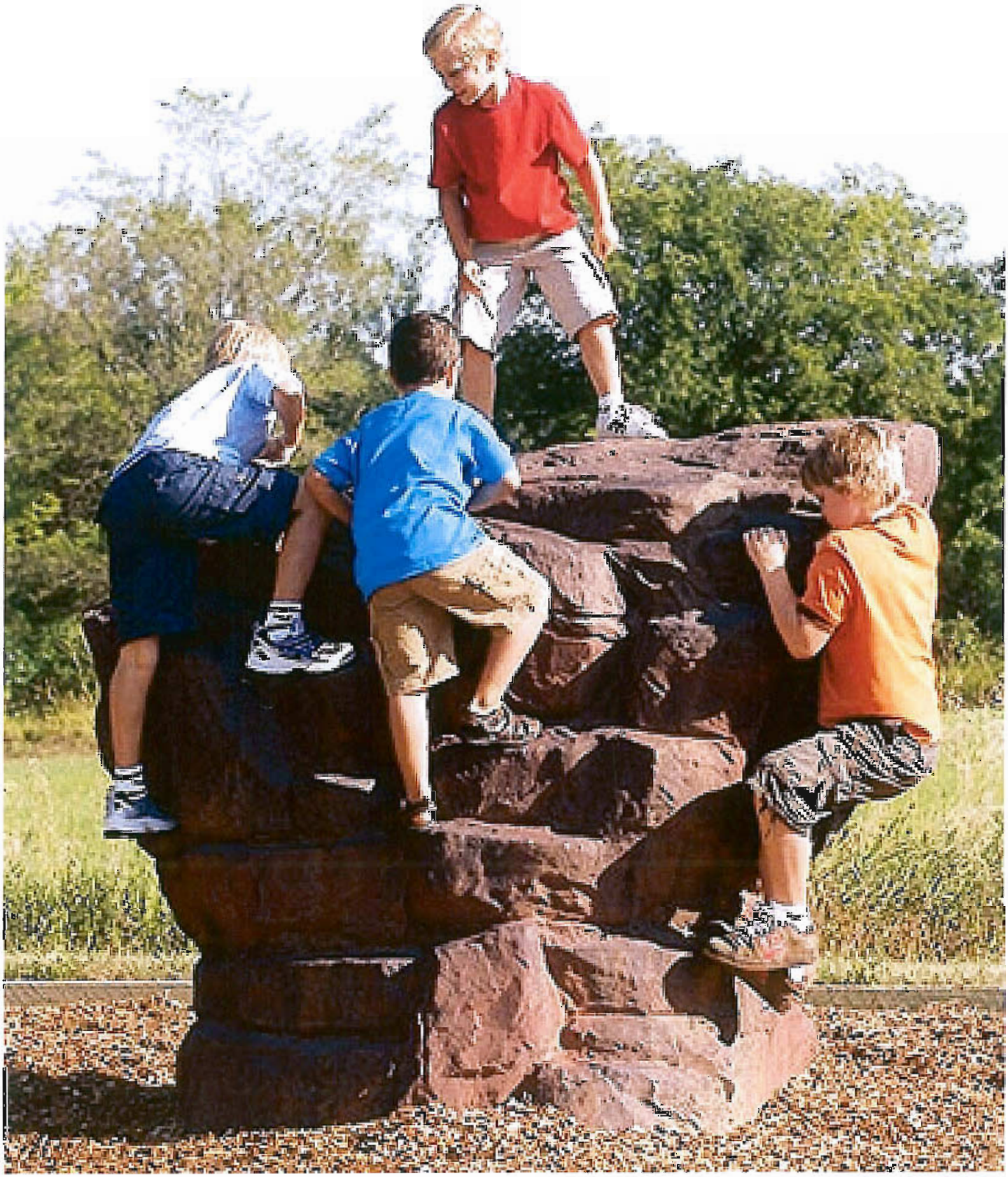
11)An Exception for from County Roadway Standards for the non-conforming off-set intersections be approved by the Deputy Mayor.

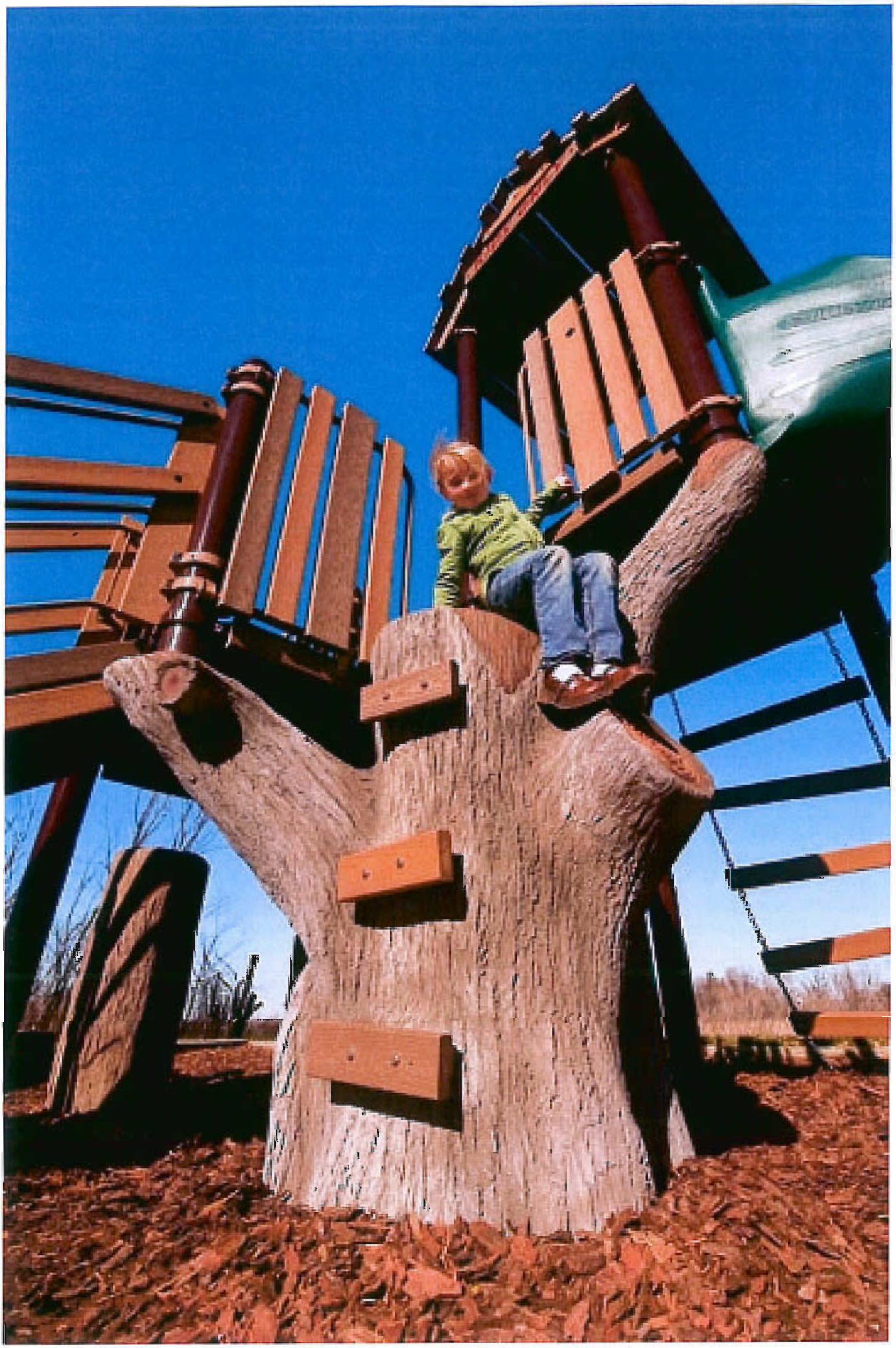
3.2 Reasons for Recommendation

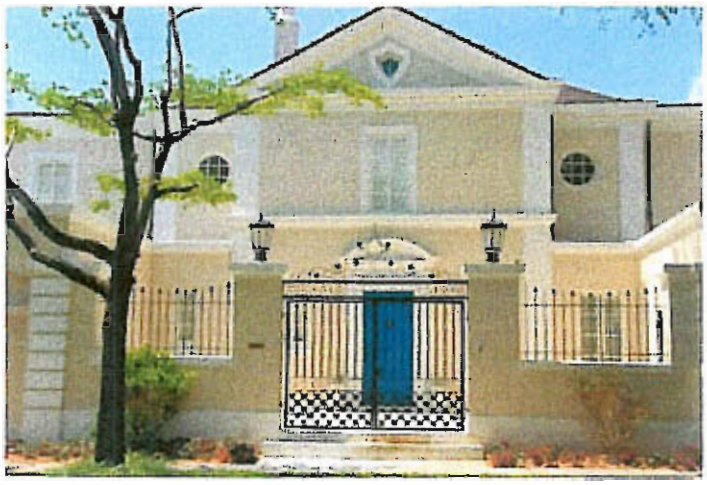
1)The proposal complies with PUD requirements

2) The proposal complies with Conditional Use Standards

3) The proposal is consistent with the Millcreek Township General Plan



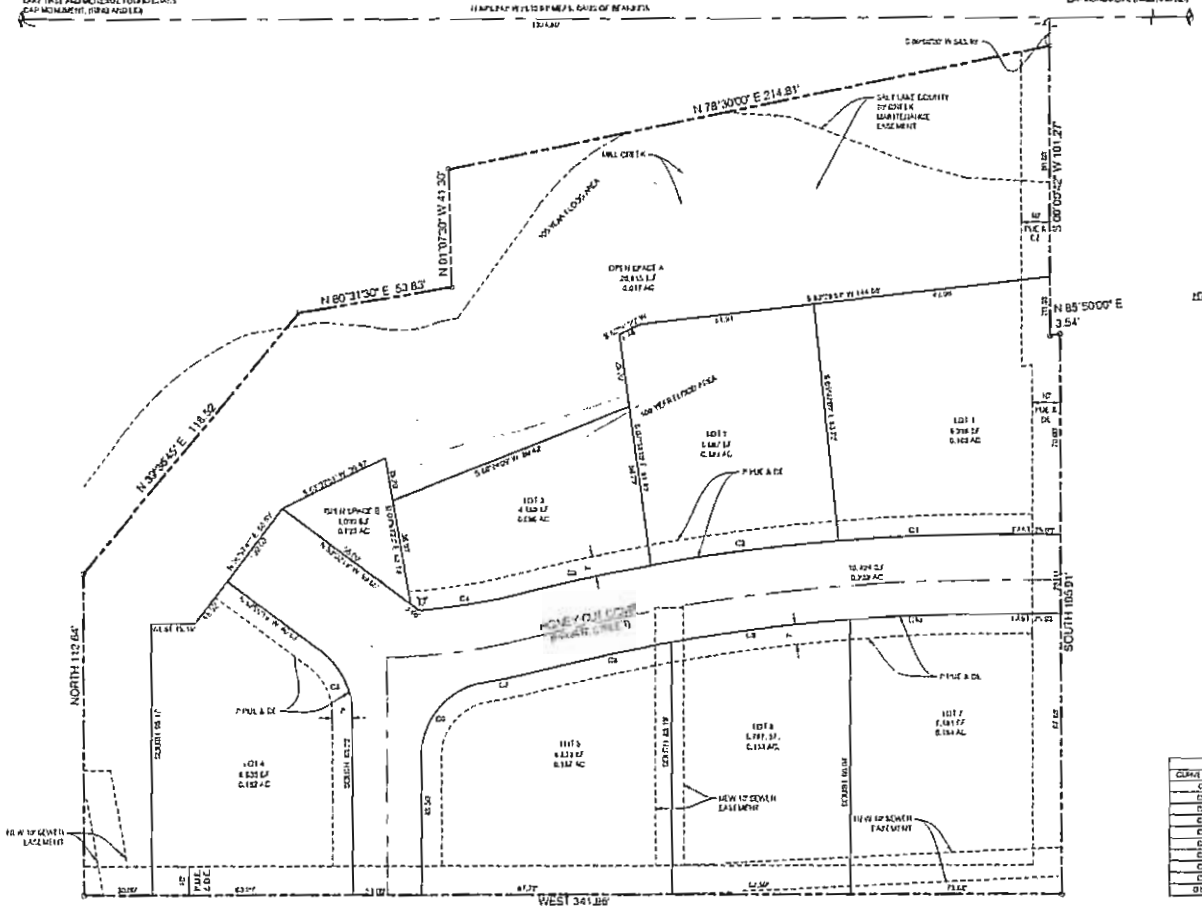




CREEKSIDE AT HONEYCUT P.U.D.

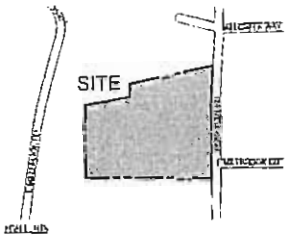
LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

"PRELIMINARY PLAT"



NORTH

GRAPHIC SCALE



LEGEND

	SECTION CORNER (FOUND)
o	SET 24" x 5/8" REBAR WITH PLASTIC CAP MARKED "BENCHMARK EDAL"
	BOUNDARY LINE
	ADJACENT LOT PROPERTY
	STREET CENTERLINE (EXISTING)
	EASEMENT
	LOT LINE
P.U.E. & D.E.	PUBLIC UTILITY EASEMENT & DRAINAGE EASEMENT
	FIRE HYDRANT

NOTE
THE TURNAROUND IS TO BE KEPT OPEN AT ALL TIMES.

CURVE TABLE				
CURVE	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	52.60'	27.18'	52.59'	S 27°41'00" W
C2	63.27'	63.00'	60.17'	S 60°46'00" W
C3	49.00'	27.18'	48.60'	S 27°41'00" W
C4	34.37'	17.72'	34.37'	S 27°41'00" W
C5	25.97'	29.00'	25.07'	S 20°19'00" E
C6	26.00'	29.00'	25.08'	N 20°19'00" E
C7	19.27'	20.00'	18.79'	N 18°12'00" E
C8	41.11'	64.00'	40.17'	N 77°12'00" E
C9	13.11'	64.00'	13.08'	N 85°19'00" E
C10	42.00'	64.00'	42.01'	N 57°05'00" E

SURVEYORS CERTIFICATE

I, [illegible], DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. [illegible] AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND PROBED OF SUBDIVIDING THE SAME INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS

CREEKSIDE AT HONEYCUT P.U.D.

BOUNDARY DESCRIPTION

[illegible]

BALE K. DENNETT No. 3003301

FOR REVIEW ONLY

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____ INC. _____ UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS THE

CREEKSIDE AT HONEYCUT P.U.D.

DO HEREBY DEDICATE, FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. IN WITNESS WHEREOF, WE HAVE HEREUNTO SET

_____ THIS _____ DAY OF _____ A.D., 20__.

ACKNOWLEDGMENT

STATE OF UTAH
County of Salt Lake } S.S.

ON THE ____ DAY OF _____ A.D., 20__, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SALT LAKE COUNTY OF SALT LAKE, IN THE STATE OF UTAH, THE SIGNER(S) OF THE ABOVE OWNER'S DEDICATION, _____ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT _____ EXECUTED THE SAME FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY

CREEKSIDE AT HONEYCUT P.U.D.

LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

SHEET 1 OF 1

RECORD OF SURVEY	UNIFIED FIRE AUTHORITY APPROVAL
R.O.S. NO. 0____-____	
SURVEYOR DATE	SIGNED DATE

BENCHMARK CIVIL

BENCHMARK ENGINEERING & LAND SURVEYING
9150 SOUTH STATE STREET, SUITE A-105
SANDY, UTAH 84070 (801) 524-0742
www.benchmarkcivil.com
DATE: 07/01/2011

CHECKED FOR ZONING COMPLIANCE	HEALTH DEPARTMENT	PLANNING COMMISSION	PLAN CHECK	APPROVAL AS TO FORM	MAYOR	SALT LAKE COUNTY RECORDER
DATE _____ LOT AREA _____	APPROVED THIS _____ DAY OF _____ A.D., 20__, BY THE _____	APPROVED THIS _____ DAY OF _____ A.D., 20__, BY THE SALT LAKE COUNTY PLANNING COMMISSION.	I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.	APPROVED AS TO FORM THIS _____ DAY OF _____ A.D., 20__.	PRESENTED TO THE SALT LAKE COUNTY MAYOR THIS _____ DAY OF _____ A.D., 20__ AT WHICH TIME THIS ORDINANCE WAS APPROVED AND ACCEPTED.	RECORDED # _____ STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF DATE _____ TIME _____ BOOK _____ PAGE _____
LOT WIDTH _____ STREET WIDTH _____						
SIDE YARD _____ REAR YARD _____						
ZONED _____ DATE _____	HEALTH VALLEY HEALTH DEPARTMENT	SALT LAKE COUNTY PLANNING COMMISSION	PLAN REVIEW SECTION MANAGER DATE	SALT LAKE COUNTY DISTRICT ATTORNEY	MAYOR OR ELECTOR	FEE $ _____ SALT LAKE COUNTY RECORDER

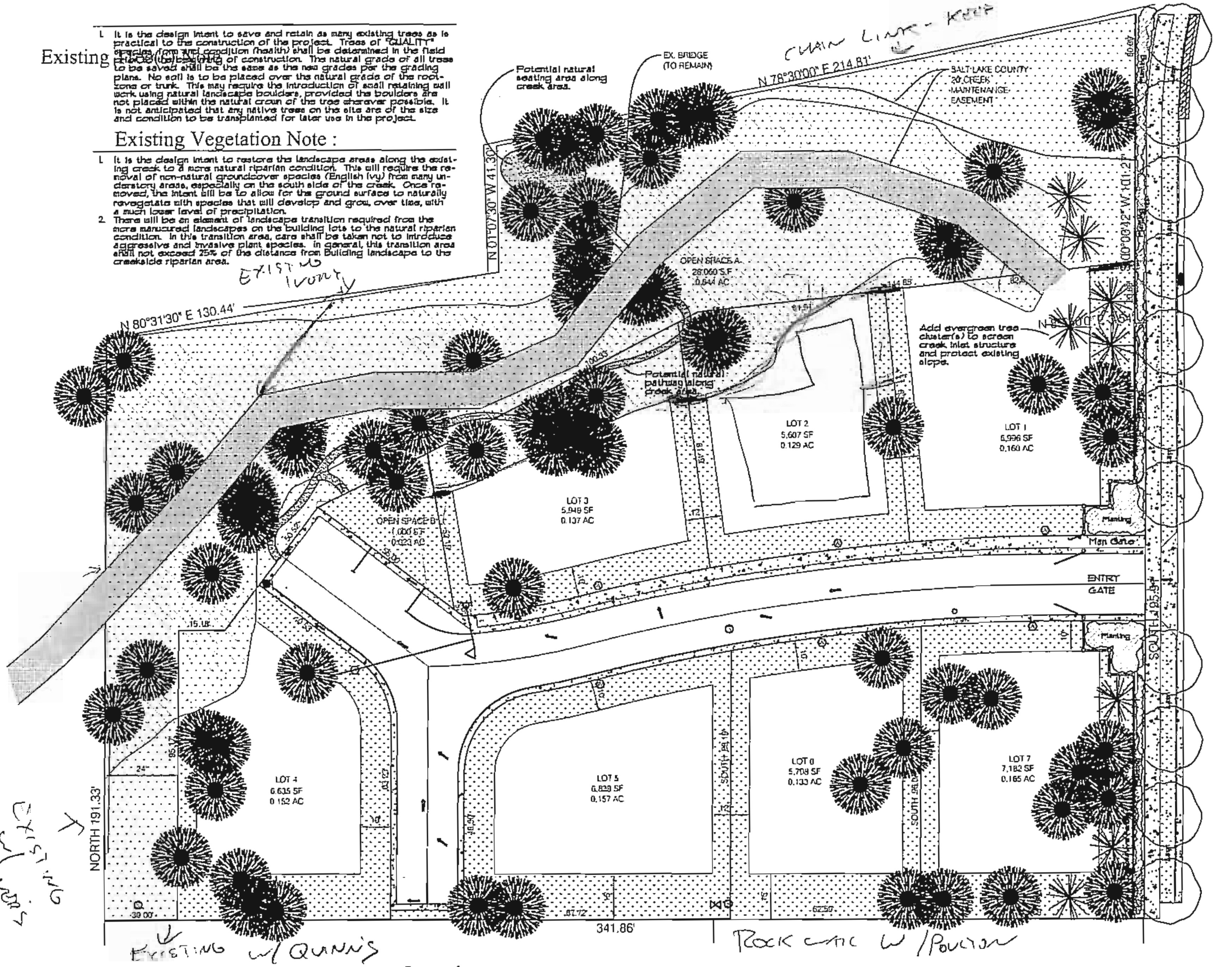
[illegible]

Existing Tree(s) Note

1. It is the design intent to save and retain as many existing trees as is practical to the construction of the project. Trees of "QUALITY" species, form and condition (health) shall be determined in the field prior to the beginning of construction. The natural grade of all trees to be saved shall be the same as the new grades per the grading plans. No soil is to be placed over the natural grade of the root-zone or trunk. This may require the introduction of small retaining wall work using natural landscape boulders, provided the boulders are not placed within the natural crown of the tree wherever possible. It is not anticipated that any native trees on the site are of the size and condition to be transplanted for later use in the project.

Existing Vegetation Note :

1. It is the design intent to restore the landscape areas along the existing creek to a more natural riparian condition. This will require the removal of non-natural groundcover species (English Ivy) from many understory areas, especially on the south side of the creek. Once removed, the intent will be to allow for the ground surface to naturally revegetate with species that will develop and grow, over time, with a much lower level of precipitation.
2. There will be an element of landscape transition required from the more manicured landscapes on the building lots to the natural riparian condition. In this transition area, care shall be taken not to introduce aggressive and invasive plant species. In general, this transition area shall not exceed 25% of the distance from Building landscape to the creekside riparian area.



Suggested Plant List (TREES)

#H2O	Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
2-Med	NA		Acer platanoides 'Crimson Sentry'	Crimson Sentry Maple	2" Caliper 8'-10' Height	Matched Heads Straight Trunks
2-Med	NA		Gleditsia triacanthos 'Shademaster'	Shademaster Honeylocust	2 1/2" Caliper 10'-12' Height	Matched Heads Straight Trunks
2-Med	NA		Picea abies 'Cupressina'	Cupressina Columnar Spruce	6' Min. Height B & B	Matched Full Width
2-Med	NA		Pyrus calleryana 'Chanticleer'	Chanticleer Flowering Pear	2" Caliper 8'-10' Height	Matched Heads Straight Trunks
2-Med	NA		Zelcova serrata 'Musashino'	Musashino Columnar Zelcova	2 1/2" Caliper 10'-12' Height	Matched Heads Straight Trunks

Suggested Plant List (SHRUBS)

#H2O	Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
1-Med	NA		Cornus alba 'Ivory Halo'	Variegated Red Dogwood	5 Gallon	18"-24" Height
1-Low	NA		Physocarpus opul. 'Summer Wine'	Summer Wine Ninebark	5 Gallon	18"-24" Height
1-Low	NA		Rhus aromatica 'Grow Low'	Grow Low Sumac	5 Gallon	18"-24" Spread
2-Med	NA		Rosa species 'Knockout Red'	Red Knockout Rose	5 Gallon	18"-24" Height
2-Med	NA		Spiraea japonica 'Little Princess'	Little Princess Spiraea	5 Gallon	15"-18" Height
2-Med	NA		Spiraea japonica 'Neon Flash'	Neon Flash Spiraea	5 Gallon	15"-18" Height
0-Low	NA		Yucca filamentosa 'Golden Sword'	Golden Sword Yucca	5 Gallon	15"-18" Height

Suggested Plant List (GRASSES/PERENNIALS)

#H2O	Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
1-Low	NA		Calamagrostis a. 'Karl Foerster'	Karl Foerster Feather Grass	5 Gallon	24"-30" Height
1-Low	NA		Calamagrostis acutiflora 'Overdam'	Overdam Feather Grass	5 Gallon	24"-30" Height
1-Low	NA		Festuca ovina 'Boulder Blue'	Boulder Blue Fescue	2 Gallon	12"-15" Height
2-Med	NA		Hemerocallis x. 'Stella d'Oro'	Stella d'oro Day Lily	2 Gallon	12"-15" Height
1-Low	NA		Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	5 Gallon	24"-30" Height
0-Low	NA		Pennisetum alopecuroides 'Hameln'	Hameln Dwarf Fountain Grass	2 Gallon	12"-15" Height

** Plant material quantities are provided for convenience ONLY. The contractor shall supply all items specified, whether shown or noted on the drawings.

Suggested Planting Notes

1. All shrub planting areas shall receive an 8 inch depth of topsoil, all lawn areas a 4 inch depth of topsoil. Topsoil is not available at the site, and must be imported from an approved source. All topsoil shall be of a sandy loam consistency. The contractor shall supply a sample and chemical analysis from the supplier, and comply with all topsoil quality guidelines as specified.
2. Prior to placement of topsoil, all subgrade areas shall be loosened by scarifying the soil to a 6 inch depth by the use of mechanical means, in order to create a transition layer between soils and promote root penetration in compacted soils.
3. All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper (12 inches for trees). Scarify planting pit bottom and sides to promote root penetration in compacted soils. Excavated materials not to be re-used on site shall be removed from site.
4. Plant backfill mixture shall be composed of 3 parts topsoil to 1 part humus additive, and shall be rotary mixed on-site prior to installation. A pre-mixed soil medium can be used as an alternative.
5. Plant fertilizer shall be 'Agriform' brand 21 gram tablets used as per recommendations.
6. Upon completion of planting operations, all shrub pits and tree wells shall receive a 4 inch depth of fine ground bark mulch cover. The actual bed areas shall receive a 4 inch depth of shredded bark mulch. The areas shall receive a granular pre-emergent herbicide prior to placement. All planting areas shall receive "Dewitt" Pro-5 weed barrier fabric beneath shredded bark mulch.
7. All trees located in lawn areas shall receive an arbor guard trunk protector wrap, or equal. Provide a plant-free mulched area with a minimum radius of four (4) feet around the trunk in order to protect the trunks from turf maintenance operations and expedite tree root establishment.
8. All lawn areas shall be installed using a water conservative mixture, and shall be composed of "Bella Blue" sodding material, supplied by BioGrass Sod Farms, Inc., Sandy, Utah, contact phone number (801) 562-3090.
9. Landscape maintenance shall be required for a period through the second mowing of the lawn (30 days min.) and shall include mowing, weeding, pruning and one fertilization, in addition to any irrigation adjustments that may be needed during the period.
10. The project shall be swept clean of dirt and debris prior to completion of the project, and on a daily basis, if necessary, as determined by the Owner/contractor.
11. The contractor shall comply with all warranties and guarantees set forth by the Owner, and in no case shall that period be less than (1) year following the date of completion and project acceptance by Walgreens.

Suggested General Notes

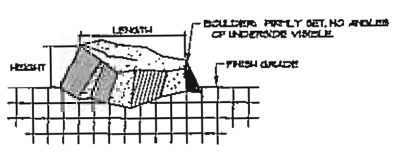
1. All bidding landscape contractors shall have a minimum of 5 years experience in the installation of commercial landscape and irrigation projects, and be able to supply the necessary staff to perform all tasks associated with these drawings, and in a professional and timely manner.
2. The landscape contractor, at all times, shall have personnel on-site experienced in being able to interpret the drawings correctly and accurately measure the design layout using the specified scale.
3. The contractor shall verify the exact location of all existing and proposed utilities, and all site conditions prior to beginning work. The contractor shall coordinate his work with the project manager and all other contractors working on the site.
4. The finish grade of all planting areas shall be smooth, even and consistent, free of any humps, depressions or other grading irregularities. The finish grade of all landscape areas shall be graded consistently 1/2" below all walks, curbs, etc.
5. The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
6. All plant materials shall be approved prior to planting. The Owner/Landscape Architect has the right to reject any and all plant material not conforming to the specifications.
7. The contractor shall plant all plants per the planting details, stake/guy as shown. The top of the rootballs shall be planted flush with the finish grade.

Open Space Area B (Play Area)

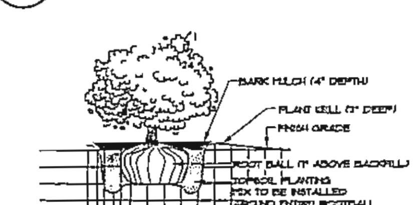
1. The design intent of this area is to provide for a natural play experience, retaining the existing trees where possible, in addition to introducing play features using natural materials, etc.
2. The proposed natural pathway shall be incorporated into the play area, providing access to the other areas along the creek.
3. The exact design of proposed play features will depend on the available area outside the envelope of any existing tree(s) and natural vegetation to remain. This will also depend on the coordination of design with the landscape areas along building lot #3.

Legend

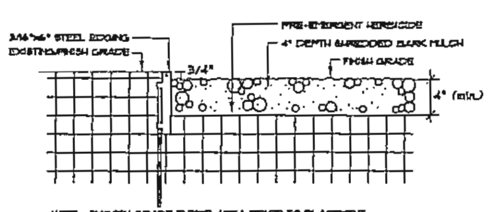
Symbol	Description	Remarks
	Existing Native Vegetation To Remain / Cleaned Up	Provide All Necessary Clean Up Of Vegetation, Including Minor Trimming Of Any Damaged Branching, Etc. Due To Construction Operations.
	New Landscaped Area - Either Lawn Or Shrub, Etc. Plantings	New Landscaped Areas To Be More Defined With Final Submittal Drawings. Proposed Lawn Areas Shall Not Exceed 50% Of The Total Amount Of Site Landscaped Areas.
	Existing Trees Throughout To Be Considered To Remain & Protect During Project Construction.	Existing Trees (except where roadways occur) Shall Be Removed On An "As Needed" Basis During Project Construction. Individual Building Footprints Are Encouraged To Work With Existing Building Lot Trees (especially specimen varieties) Where Possible. Existing Trees To Remain May Require Professional Trimming And Pruning Prior To Building Construction, As Space And Access May Be Limited In More Heavily Vegetated Lots.



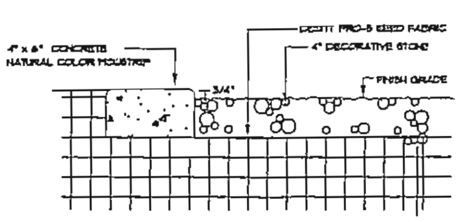
1 L101 Landscape Boulder N.T.S.



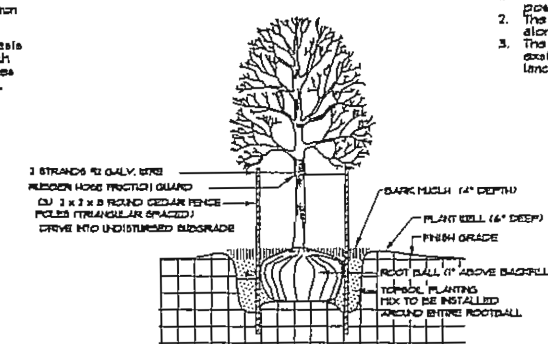
2 L101 Shrub Planting N.T.S.



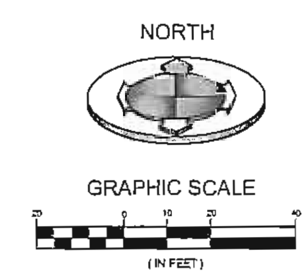
3 L101 Steel Edging / Bark Mulch N.T.S.



4 L101 Mowstrip / Stone Mulch N.T.S.



5 L101 Tree Planting N.T.S.



Landscape Architect

rdl Design Company, Inc.
1020 East Yale Avenue
Salt Lake City, Utah 84105
Phone : 801-647-3114
Email : rdldesign@comcast.net

CALL BEFORE YOU DIG. IT'S FREE & IT'S THE LAW.
BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER
1-800-662-4111
www.bluestakes.org
811

NO.	DATE	DESCRIPTION

DRAWN BY: RDL
CHECKED BY: RDL
FIELD CREW: NA
DATE: 08/30/13
DWG FILE: NA

SCALE MEASURES 1 INCH ON FULL SIZE SHEETS ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS

LICENSED LANDSCAPE ARCHITECT NO. 106360 ROBERT D. LEN STATE OF UTAH

BENCHMARK ENGINEERING & LAND SURVEYING
9130 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

BENCHMARK CIVIL

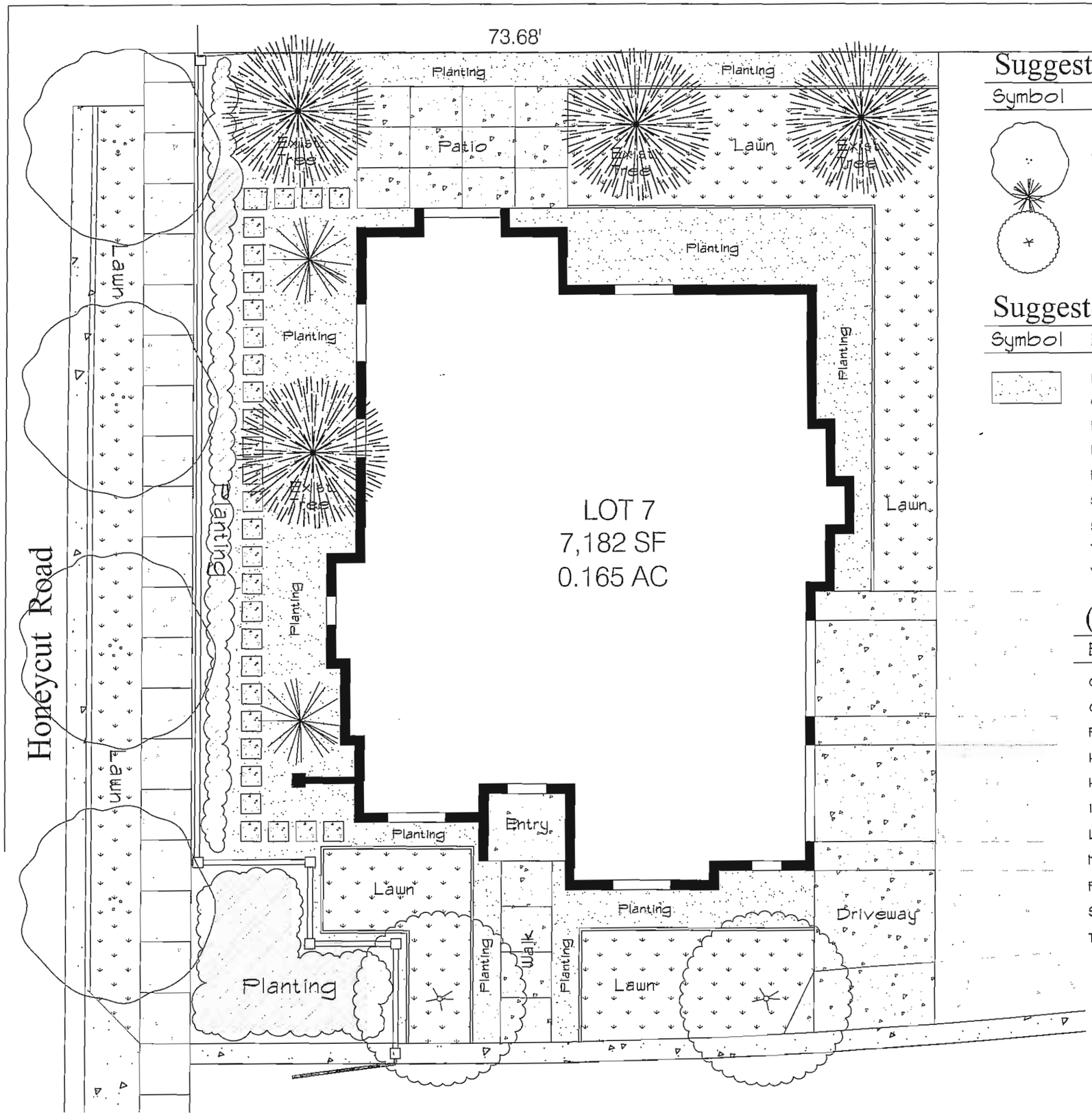
CREEKSIDE AT HONEYCUT P.U.D.

3548 HONEYCUT ROAD
SALT LAKE COUNTY, UTAH

PROJECT NO. NA

CONCEPTUAL LANDSCAPE PLAN

L101



Suggested Plant List (TREES)

Symbol	Botanical Name	Common Name
	Gleditsia triacanthos 'Shademaster'	Shademaster Honeylocust
	Picea ables 'Cupressina'	Cupressina Columnar Spruce
	Pyrus calleryana 'Chanticleer'	Chanticleer Flowering Pear

Suggested Plant List (SHRUBS)

Symbol	Botanical Name	Common Name
	Buxus microphylla 'Green Velvet'	Green Velvet Boxwood
	Cornus alba 'Ivory Halo'	Variegated Red Dogwood
	Physocarpus opul. 'Summer Wine'	Summer Wine Ninebark
	Rhus aromatica 'Grow Low'	Grow Low Sumac
	Rosa species 'Knockout Red'	Red Knockout Rose
	Spiraea bumalda 'Goldmound'	Goldmound Spiraea
	Spiraea japonica 'Neon Flash'	Neon Flash Spiraea
	Taxus media 'Dark Green Spreader'	Dark Green Spreading Yew
	Viburnum opulus 'Nana'	Dwarf Cranberry Bush

(GRASSES / PERENNIALS)

Botanical Name	Common Name
Calamagrostis a. 'Karl Foerster'	Karl Foerster Feather Grass
Calamagrostis acutiflora 'Overdam'	Overdam Feather Grass
Festuca ovina 'Boulder Blue'	Boulder Blue Fescue
Hemerocallis x. 'Stella d'Oro'	Stella d'oro Day Lily
Hosta species variegata	Variegated Plantain Lily
Iris sibirica 'Caesar's Brother'	Caesar's Siberian Iris
Lavandula angustifolia 'Hidcote'	Hidcote Lavender
Miscanthus sinensis	Maiden Grass
Pennisetum alopecuroides 'Hamein'	Hamein Dwarf Fountain Grass
Salvia sp. 'East Friesland'	East Friesland Sage
Thymus praecox 'Elfin'	Elfin Creeping Red Thyme

10 0 10 20

Scale : 1" = 10'-0"

rdl Design Company, Inc.
1010 East Yale Avenue
Salt Lake City, Utah 84105
Phone : 801-647-3114
Fax : 801-955-4544
Email : rdldesign@concast.net

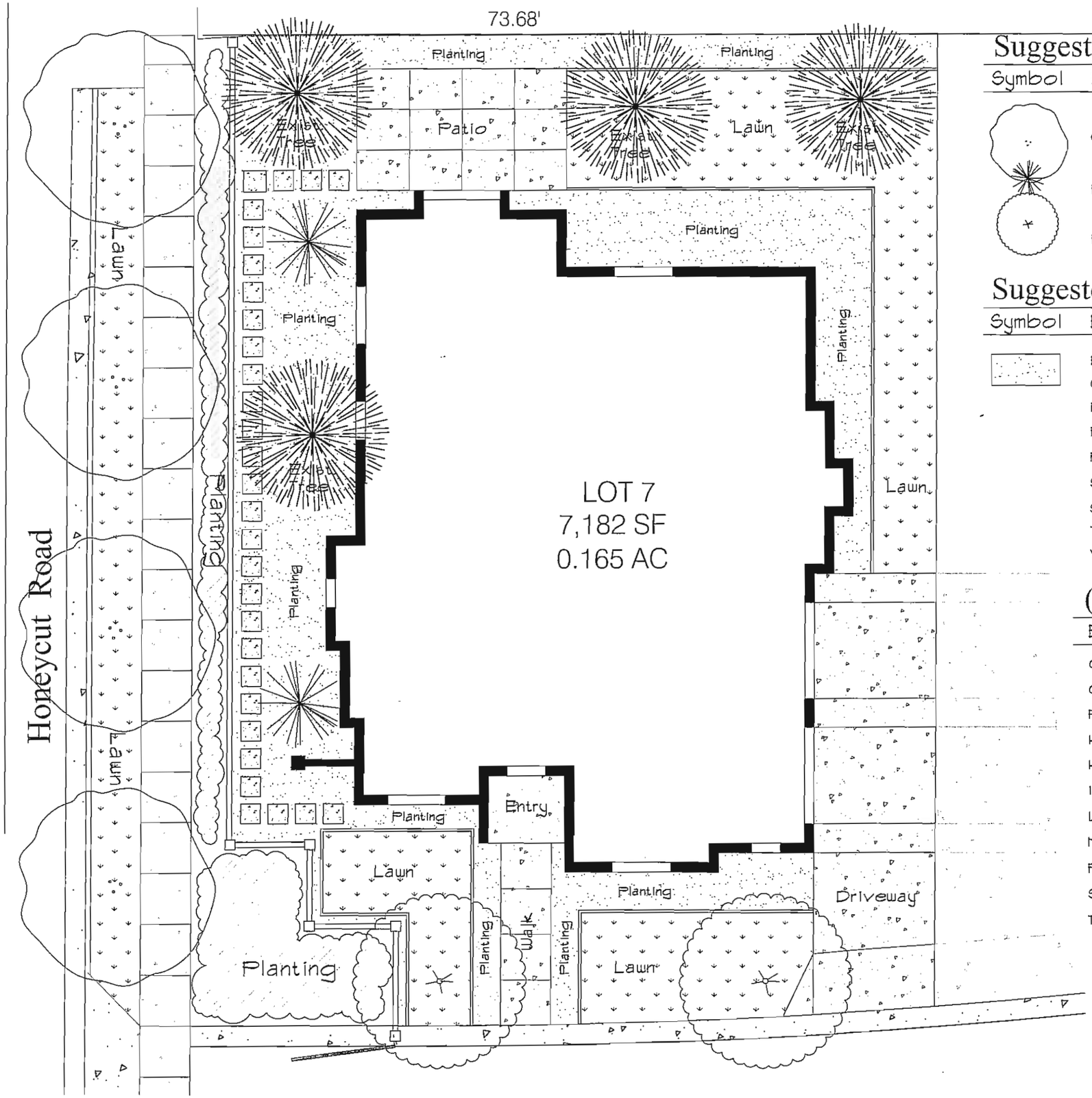
Creekside At Honeycut - P.U.D.

3548 Honeycut Road
Salt Lake County, Utah

PROJECT
DRAWN BY: RDL
CHECK BY: RDL
ISSUE DATE: 01-31-13
REVISIONS: XXXX

SHEET TITLE
Lot #7 Site Layout & Planting Plan

SHEET NUMBER
L-1



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	Spiraea japonica 'Neon Flash'	Neon Flash Spiraea
	Taxus media 'Dark Green Spreader'	Dark Green Spreading Yew
	Viburnum opulus 'Nana'	Dwarf Cranberry Bush

(GRASSES / PERENNIALS)

Botanical Name	Common Name
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Iris sibirica 'Caesar's Brother'	Caesar's Siberian Iris
Lavandula angustifolia 'Hidcote'	Hidcote Lavender
Miscanthus sinensis	Malden Grass
Pennisetum alopecuroides 'Hameln'	Hameln Dwarf Fountain Grass
Salvia sp. 'East Friesland'	East Friesland Sage
Thymus praecox 'Elfin'	Elfin Creeping Red Thyme

10 0 10 20

Scale : 1" = 10'-0"

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1020 East Yale Avenue
Salt Lake City, Utah 84105
Phone : 801-647-3114
Fax : 801-355-4544
Email : rdldesign@comcast.net

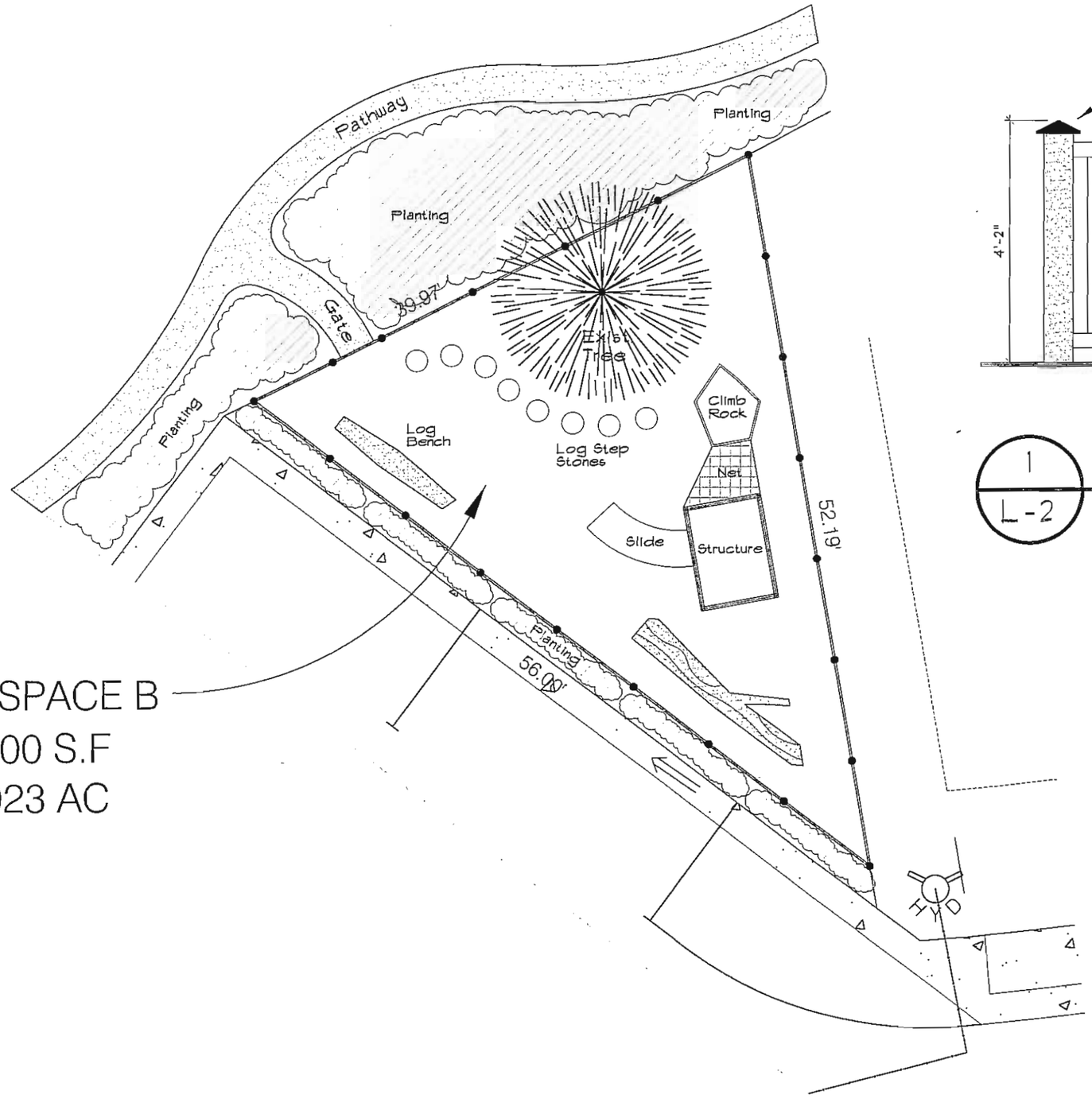
Creekside At Honeycut - P.U.D.

3548 Honeycut Road
Salt Lake County, Utah

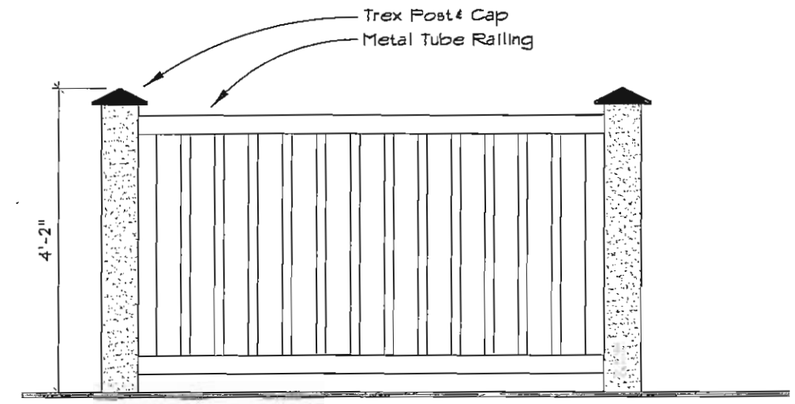
PROJECT:
DRAWN BY: RDL
CHECK BY: RDL
ISSUE DATE: 07-31-13
REVISIONS: XXXX

SHEET TITLE
Lot #7 Site Layout & Planting Plan

SHEET NUMBER
L-1



OPEN SPACE B
1,000 S.F
0.023 AC



1
L-2

Play Area Fence / Rail

10 0 10 20

Scale : 1"/8" = 1'-0"

rdl Design Company, Inc.
1020 East Tate Avenue
Salt Lake City, Utah 84105
Phone : 801-647-3114
Fax : 801-355-4544
Email : rdldesign@comcast.net

Creekside At Honeycut - P.U.D.

3548 Honeycut Road
Salt Lake County, Utah

PROJECT:
DRAWN BY: RDL
CHECK BY: RDL
ISSUE DATE: 07-31-13
REVISIONS: XXXX

SHEET TITLE
Open Space Park Layout Plan

SHEET NUMBER
L-2

WHEN RECORDED RETURN TO
Creekside at Honeycut, LLC
1909 West State Road, #250
Pleqasant Grove, Utah 84062

Tax Serial No.

DECLARATION OF A PLANNED LOT DEVELOPMENT
FOR
CREEKSIDE AT HONEYCUT ROAD, PUD

THIS DECLARATION is made and executed as of the 2ND day of August, 2013, by Creekside at Honeycut Road, LLC, a Utah limited liability company ("Declarant").

RECITALS:

A. Declarant is the record owner of that certain real property (the "Land") located in East Millcreek, Salt Lake County, Utah more particularly described in Article II hereof.

B. Various improvements have been or will be made to the Land so as to enable its use and operation as a planned Lot development project. The construction of all such improvements has been, or will be, performed in accordance with the information contained in the Record of Survey Map and in this Declaration.

C. Declarant desires, by filing this Declaration and the Record of Survey Map, to submit the Land and all improvements now or hereafter constructed thereon to the provisions of the Act as a planned Lot development project to be known as the "Creekside at Honeycut Road, PUD".

D. Declarant intends to sell and convey to various purchasers the fee title to the individual Lots contained in the Project, together with the undivided ownership interests in the Common Areas and Facilities appurtenant to such Lots, subject to the covenants, restrictions, and limitations herein set forth.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby makes the following Declaration:

I. DEFINITIONS

When used in this Declaration (including the Recitals and By-Laws and other exhibits attached hereto) the following terms shall have the meaning indicated. Any term used herein which is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act.

1.1. Act shall mean and refer to the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-38, *Utah Code Annotated).*

1.2. Association of Home Owners or Association shall mean and refer to all of the Owners taken as or acting as a group in accordance with this Declaration as more fully set out in Section 5.1 of this Declaration.

1.3. Building shall mean the Building described in Section 3.1 of this Declaration.

1.4. Bylaws shall mean and refer to the Bylaws attached to this Declaration as the same may hereafter be modified or amended.

1.5. Common Areas and Facilities or Common Areas shall mean, refer to, and include all Common Areas and Facilities designated as such in the Survey Map and all portions of the Project not specifically included within the individual Lots as more fully described in Section 3.3 of this Declaration and all Common Areas as defined in the Act, whether or not enumerated herein.

1.6. Common Expenses shall mean and refer to all sums which are expended on behalf of all the Lot Owners and all sums which are required by the Management Committee to perform or exercise its functions, duties, or rights under the Act, this Declaration, the Bylaws, any management agreement for operation of the Project, and such rules and regulations as the Management Committee may from time to time make and adopt. By way of illustration but not limitation, Common Expenses shall include: (i) expenses of administration, maintenance, operation, repair and replacement of those elements of the Common Areas and Facilities that must be maintained and/or replaced on a periodic basis and reserves as may be from time to time established by the Committee; (ii) expenses agreed upon by the Association or the Management Committee and lawfully assessed against the Lot Owners in accordance with this Declaration or the Bylaws; and (iii) expenses declared to be Common Expenses by the Act or by this Declaration or the Bylaws.

1.7. Planned Lot Development shall refer to the Creekside at Honeycut Road, PUD and shall consist of the Property.

1.8. Declarant shall mean and refer to CREEKSIDE AT HONEYCUT ROAD, LLC, a Utah limited liability company, or any successor or assign which, either by the operation of law, or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Project as did its predecessor in interest.

1.9. Declaration shall mean and refer to this instrument as the same may hereafter be modified or amended.

1.10. Land shall mean and refer to and consist of the real property described in Article II of this Declaration submitted to the terms of the Act by Article II hereof.

1.11. Lot means and refers to a separate Lot of this Declaration together with an undivided interest in the Common Areas and Facilities and the appurtenant right to the exclusive use of Limited Common Areas associated with such Lot.

1.12. Management Committee or Committee shall mean and refer to the Management Committee of the Association of Lot Owners.

1.13. Mortgage shall mean and include both a recorded first mortgage and a recorded first deed of trust by which a Condominium Lot is encumbered.

1.14. Mortgagee shall mean and include both a mortgagee under a recorded first mortgage on any Lot and a beneficiary under a recorded first deed of trust on any Lot.

1.15. Percentage Interest shall mean and refer to an undivided percentage interest assigned to and appurtenant to each Lot in the Common Areas and Facilities.

1.16. Property shall mean and refer to the Land and all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

1.17. Record of Survey Map, Survey Map or Map shall mean and refer to the Record of Survey Map filed in connection herewith executed and acknowledged by Declarant, consisting of four pages, and prepared and certified to by Benchmark Engineering, Inc., a duly registered Utah Land Surveyor, as the same may hereafter be modified or amended.

1.18. Single Family shall mean one person living alone; two or more persons related by blood, marriage or adoption; or a group not to exceed two unrelated persons living together as a single housekeeping Lot.

1.19. Lot Owner or Owner shall mean and refer to the owner of the fee in a Lot. The Declarant shall be deemed the Owner of all unsold Lots. In the event a Lot is the subject of an executory contract of sale, the contract purchaser shall, upon notice to the Committee by the purchaser, unless the seller and the purchaser have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Lot Owner for purposes of voting and Association membership.

II. SUBMISSION

2.1. Submission to Act. There is hereby submitted to the provisions of the Act, that certain parcel of land situated in East Mill CreeK, Salt Lake County, State of Utah more particularly described in Exhibit A attached hereto and incorporated herein by this reference and all improvements now or hereafter constructed thereon.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of land.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described Land and any improvements (other than the Buildings) now or hereafter situated thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) To construct and complete the Buildings and all of the other improvements referred to, contemplated by, and/or described in this Declaration or the Survey Map, and to do all things reasonably necessary or proper in connection therewith; and (ii) To improve portions of the Land with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant may determine to be appropriate. If, pursuant to the foregoing reservations, the above-described Land or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire ten (10) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

SUBJECT TO all liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Land or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line or similar facility which traverses or partially occupies the above described Land at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

2.2. Covenants to Run With Land. This Declaration and all the provisions hereof shall constitute covenants running with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Lot or in the Project, and their respective grantees,ransferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

III. ARCHITECTURAL GUIDELINES

3.1. Building Type. No Lot shall be used except for residential and related purposes. No building shall be erected, altered or permitted to remain on any Lot other than one (1) single family residence not to exceed thirty (30) feet in height an a private garage for not less than two or more than three vehicles. Every single family dwelling shall have a minimum area above ground, not including garages, of two thousand five hundred (2,500) square feet.

3.2. Land\scaping and Mailboxes. Owner shall complete landscaping of all front, side

and rear yards upon completion of the residence. All mailboxes shall be commonly grouped at the entrance of the PUD; no private mailboxes shall be allowed elsewhere.

3.3. Harmony in Building: All exterior materials utilized on dwelling and other structures shall consist of natural materials including stone, brick, stucco, etc. Aluminum, steel and vinyl are to be used only as soffit and fascia unless otherwise approved by the Management Committee in writing (steel framing and vinyl windows are an exception hereto and are permitted.) The roofing material on all homes or other structures built on any lot shall be cedar, tile or high grade architectural asphalt shingles, all as approved by the Management Committee as to material, style and color. The use of natural earth tones will be encouraged, along with the use of wood and stone materials. Central air-conditioning is required and no "swamp coolers" or "evaporative coolers" are permitted. Unless otherwise approved by the Management Committee, all roofs shall have a pitch of 8/12 or greater. .

Exceptions may be approved where individual circumstances may reasonably warrant such as the width or depth of the home, height of ceilings, specific design features, etc. It is important that each structure on each lot require limited maintenance. These covenants are designed to establish a quality development and to maintain its integrity as long as possible. Each lot owner covenants and agrees to promptly and adequately maintain all roofing and exterior materials and to paint, repair, and otherwise preserve all such materials as conditions may require to continually maintain an attractive appearance for all of the homes within the subdivision for the common benefit and enjoyment of all owners within the subdivision.

Unless otherwise approved by the Management Committee, the exterior materials utilized on all Dwellings and structures within the subdivision shall consist of at least thirty percent (30%) masonry (stone and/or brick) and said percentage shall apply to the entire home (all sides) but may be distributed unevenly. The sides and back of the home may have a reduced amount of masonry but, together, the total masonry shall consist of at least 30% coverage for the entire house. The balance may be stucco or high quality siding materials (such as "Hardi Plank") if and to such extent as the same are approved by the Management Committee.

Creekside at Honeycut Road, PUD is intended to be a custom home subdivision where each home is individually designed for each purchaser and architecture and design are not substantially duplicated. Each lot owner must submit their exterior materials (both as to type and color) to the Committee for advance approval.

3.4. Retaining Walls and Fences : All retaining walls must be approved by the Management Committee. There shall be no interior fencing allowed within the interior of the project, however, some screening fencing may be allowed to give privacy to patios and entertainment areas on the Lots with approval of the Management Committee.

3.5. Garages and Driveways; Every dwells must have a minimum of a two (2) car garage (with a maximum of a three (3) car garage) and a driveway leading thereto large enough to accommodate two cars parked side-by-side. Wherever possible, "side load" garages

rather than front entry garages are desired and encouraged throughout the PUD, but individual exceptions may be approved in relation to lot size, individual building restrictions, the overall appearance and best interests of the subdivision and the personal preference of the lot owners.

3.6. Antennas and Satellite Dishes. No antennas or satellite dishes shall be permitted to be installed on the exterior of the residences; plumbing and heating stacks shall be installed on the rear of the buildings as far as is practically possible,

3.7. Detached Accessory Buildings: No out buildings, storage sheds, tool sheds or any othr separate structures shall be allowed anywhere on the Lots without Management Committee approval.

3.8. Common Amenities: The Declarant shall construct common amenities upon the project in accordance with the landscaping and improvement drawings approved by Salt Lake County Planning Department.

3.9. Description of Common Areas and Facilities. The Common Areas and Facilities shall mean and include: the Land, all portions of the Project and the Property not contained within any Lot, and in general all apparatus and installations existing for common use; all patios, courts and driveways not specifically constructed upon a Lot; any utility pipes, lines or systems servicing more than a single Lot;and all other parts of the Property necessary or convenient to the existence, maintenance and safety, or normally common in use, or which have been designated as Common Areas and Facilities in the map; and all repairs and replacements of any of the foregoing.

3.10. Percentages of Undivided Interest in Common Areas and Facilities. Each Lot shall have a one-seventh undivided interest in the Common Areas and Facilities assigned to and appurtenant to each Lot and its Owner for all purposes, including voting.

3.11. Percentages of Undivided Interest in Common Areas and Facilities. Each Lot shall have a one-seventh undivided interest in the Common Areas and Facilities assigned to and appurtenant to each Lot and its Owner for all purposes, including voting.

3.12. Percentages of Undivided Interest in Common Areas and Facilities. Each Lot shall have a one-seventh undivided interest in the Common Areas and Facilities assigned to and appurtenant to each Lot and its Owner for all purposes, including voting.

3.13. Architectural Approval. No building, structure, fence, wall, hedge or structure or permanent improvement of any type, shall be constructed on any Lot until the plans and specifications, including design, location, description of materials, color scheme and a grading and site plan showing the location of the proposed structure or improvement, with all necessary supporting details associated therewith, have been approved in writing by the Management Committee. No later changes or additions after initial approval thereof or remodeling or reconstruction shall commence until such has also been approved in writing by the Management Committee.

No building or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure upon

the lot have been approved by the Management Committee as to quality of workmanship and materials, harmony of external design with existing structures, and elevation. All homes shall be traditional, in style; traditional meaning homes with a Country French, European or Old English style

Before commencement of any such construction, the owners of lots shall present their Plans and Specifications to the Management Committee. Plans and Specifications must be acted on by the Management Committee within thirty (30) day period after submission. If not, the Plans and Specifications shall deemed approved. The approval or disapproval of any building or structure must be given in writing by the Management Committee. All decisions of the Management Committee shall be final and neither the Management Committee nor it's designated representatives shall be subject to any liability thereof. Any errors or omissions in the design of any building or landscaping, or any violations of city or county ordinances are the sole responsibility of the owners and/or their designated architects. The Management Committee's review of plans shall in no way be construed as an independent review or opinion of the structural or mechanical adequacy or soundness of the building, and liability thereof. The Management Committee in its discretion shall be empowered to grant reasonable variances from the conditions and restrictions set forth in this Declaration.

The Management Committee reserves the right to deviate from the above-referenced building standards as it may reasonably determine to be necessary or in the best interests of the subdivision regarding specific lots based on such maters as space limitations, lot configuration, architectural design and aesthetic considerations regarding the proposed residential construction and the extent to which they would, in the opinion of the Management Committee, contribute to the property values and general quality and appearance of the subdivision or other such reasonable and practical considerations as may be applicable thereto.

The Management Committee shall have the right to refuse to approve any Plans and/or Specifications which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans and/or specifications, it shall have the right to take into consideration the suitability of the proposed building or other structure or improvements, the materials of which it is built, the site upon which it shall be erected, the harmony thereof with the surroundings and the effect of the building or other structures on the roadways as planned and the view from the adjacent or neighboring properties. In the event of the failure of the purchaser or purchasers of lots in Creekside at Honeycut Road, PUD to obtain or to comply with the required prior written approval of plans under this paragraph, said purchasers hereby agree to reimburse the Management Committee for all costs and expenses to which it may be put as a result of said failure, including costs of demolition and reconstruction, if necessary. To whatever extent consent, approvals and authorizations shall not be unreasonably withheld, nor shall these Covenants or Restrictions be arbitrarily or capriciously interpreted or applied. However, the reasonable judgment of Declarant and/or the Committee shall be upheld for the betterment of the subdivision and the protection of the interests of all concerned.

IV. PURPOSE AND USE OF PROJECT AND LOTS

4.1. Purpose of Project and Lots. The purpose of the Project and the respective

Lots thereof is to provide Single Family residential housing, parking and recreational facilities for Lot Owners, their respective families, tenants, guests and invitees.

4.2. Use of Lots and Common Areas. The Lots shall be used for the construction of a Single Family residences and a Lot Owner shall not permit its home to be occupied or used other than as a private residence for a Single Family dwelling.

4.3. Restrictions on Use of Lots and Common Areas. The use and occupancy of the Lots and Common Areas by Lot Owners, their respective families, tenants, guests and invitees shall be subject to the following restrictions and conditions:

4.3.1. A Lot Owner shall not permit any obnoxious, destructive or offensive activity or nuisance to be carried on in his Lot his Lot or in the Common Areas, or any part thereof, which may be or may become an annoyance to any other Owner or to any person at any time lawfully residing in the Project.

4.3.2. Nothing shall be done or kept in any Lot which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof without the prior written consent of the Management Committee. Nothing shall be done or kept in any Lot or the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

4.3.3. The draperies, shades and other interior window coverings in the front or street side of any home to be constructed shall present a uniform and pleasant appearance from the outside of the Building.

4.3.4. All Lot Owners shall keep the patios or balconies that are appurtenant to his home clean and sightly at all times and shall not use said patios or balconies for storage except with the express written approval of the Management Committee.

4.3.5. A Lot Owner shall not permit any sign of any kind to be displayed to the public view from his Lot without the prior written consent of the Management Committee, except in the case where an Owner shall have his Lot available for sale, a Real Estate "For Sale" sign of appropriate size shall be permitted.

4.3.6. There shall be no obstructions of the Common Areas and Facilities by the Lot Owners, their tenants, guests or invitees without the prior written consent of the Management Committee. Nothing shall be altered on, constructed in or removed from the Common Areas except upon the prior written consent of the Management Committee.

4.3.7. A Lot Owner shall not place or store anything within the Common Areas without the prior written consent of the Management Committee..

4.3.8. No damage to or waste of the Common Areas or any part thereof shall be committed by any Owner or his respective family, tenants, guests and invitees, and each

Owner shall indemnify and hold the Management Committee and the other Lot Owners harmless against all loss resulting from any such damage or waste caused by such Owner or his respective family, tenants, guests and invitees.

4.3.9. A Lot Owner shall not permit his parking spaces(s) to be used for any other purposes except to park a vehicle.

4.3.10. The Management Committee may by Rules and Regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Lots or the Common Areas. No Owner shall violate the rules and regulations regarding use of the Common Areas as adopted from time to time by the Management Committee.

V. ASSOCIATION OF LOT OWNERS - MANAGEMENT COMMITTEE

5.1. Association of Lot Owners. The persons or entities who are, at the time of reference, the Lot Owners constitute an unincorporated association and not a legal entity, the characteristics and nature of which are determined by the Act, this Declaration and the Bylaws. The name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suits shall be brought and defended by the Management Committee or officers thereof on behalf of and as agents for the Lot Owners in the manner specified in the Act, this Declaration or the Bylaws is: "Creekside at Honeycut Road Home Owners Association, an association of lot owners under the Utah Condominium Ownership Act".

5.2. Voting. Voting at any meeting of the Association of Lot Owners shall be based on the percentage of undivided interest in the Common Areas and Facilities assigned to each Lot in Exhibit B. At any meeting of the Association, each Lot Owner, including Declarant, either in person or by proxy, shall be entitled to the number of votes which is equal to the percentage of undivided interest in the Common Areas and Facilities appurtenant to his Lot pursuant to Exhibit B to this Declaration. If there is more than one Owner with respect to a particular Lot, any or all of such Owners may attend any meeting of the Association, but it shall be necessary for all such Owners present to act unanimously in order to cast the votes pertaining to their Lot. In those cases in which the Act or this Declaration requires the vote of a stated percentage of the total percentage of undivided interest in the Common Areas and Facilities of all of the Lots for the authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Lot Owners who collectively hold at least the necessary percentage of undivided interest in the Common Areas and Facilities. The following additional provisions shall govern any application of the preceding sentence:

5.2.1. All necessary consents must be obtained prior to the expiration of 120 days after the first consent is given by any Owner.

5.2.2. Any change in ownership of a Lot which occurs after consent has been obtained from the Owner having an interest therein but before the authorization is fully satisfied

shall not be considered or taken into account for any purpose.

5.3.1. Unless the consent of all Owners having an interest in the same Lot are obtained, the consent of none of such Owners shall be effective.

5.3. Management Committee. The management and maintenance of the Project and the business and affairs of the Association of Lot Owners shall be managed by a Management Committee as provided in the Bylaws. The Management Committee shall be elected as provided in the Bylaws. All agreements and determinations with respect to the Project and the Property lawfully made or entered into by the Management Committee shall be binding upon all of the Lot Owners and their successors and assigns.

5.4. Powers and Duties of the Association and Management Committee. The Association and the Management Committee shall each have all the powers, duties and responsibilities which are now or may hereafter be provided by the Act, this Declaration or the Bylaws, including but not limited to those described in the following subsections. The Association and the Management Committee shall each, in connection with its exercise of any of the powers delineated in the following subsections, constitute a legal entity capable of dealing in its Association or Committee (as the case may be) name.

5.4.1. The power to make and enforce house rules and administrative rules and regulations covering the operation and maintenance of the Property.

5.4.2. The power to engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation for their services; provided however, that any management agreement must be terminable by the Management Committee for cause upon no more than 30 days' written notice and that the term of any said management agreement may not exceed one year, renewable by agreement for successive one year periods.

5.4.3. The power to operate, maintain, repair, improve, and replace the Common Areas and Facilities, including the entering into of agreements for the use and maintenance of the Common Areas and Facilities for the benefit of the Association.

5.4.4. The power to determine and pay the Common Expenses.

5.4.5. The power to assess and collect the proportionate share of Common Expenses from the Lot Owners.

5.4.6. The power to open bank accounts on behalf of the Association and to designate the signatures therefore.

5.4.7. The power to bring, prosecute and settle litigation for itself, the Association and the Project, provided that it shall make no settlement which results in liability against the Management Committee, the Association or the Project in excess of $15,000 without prior approval by a majority of the votes of Lot Owners cast at a meeting at which the question

is considered

5.4.8. The power to obtain insurance for the Association with respect to the Lots and Common Areas and Facilities as well as workmen's compensation insurance and such other insurance required by the Act, this Declaration or the Bylaws or determined to be necessary or advisable by the Management Committee as provided by the Act, this Declaration or the Bylaws.

5.4.9. So long as any necessary vote or consent has occurred, the power to repair or restore the Property following damage or destruction or a permanent taking by a power in the nature of eminent domain or by an action or deed in lieu of condemnation not resulting in the removal of the Property from the provisions of the Act.

5.4.10. The power to own, purchase or lease, hold and sell or otherwise dispose of on behalf of the Lot Owners, items of personal property necessary to or convenient in the management of the business and affairs of the Association and the Management Committee and

5.4.11. in the operation of the Property.

5.4.12. The power to keep adequate books and records.

5.4.12. The authority, without the vote or consent of the Lot Owners or of any other person(s), to grant or create, on such terms as it deems advisable, reasonable utility and similar easements over, under, across, and through the Common Areas and Facilities.

5.4.13. The authority to execute and record, on behalf of all of the Lot Owners, any amendment to this Declaration, the Bylaws, or the Record of Survey Map which has been approved by the vote or consent necessary to authorize such amendment.

5.4.14. The power to sue and be sued.

5.4.15. The authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.

5.4.16. The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained.

5.4.17. The power and authority (either in its own name or through a nominee) to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.

5.4.18. The power and authority to add any interest in real property obtained pursuant to Subsection 5.4.17 above to the Project, so long as such action has been authorized by the necessary vote or consent.

5.4.19. The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Association and Management Committee to perform their functions on behalf of the Lot Owners.

5.4.20. The power to do all other acts necessary for the operation and maintenance of the Property, including the maintenance and repair of any Lot if the same is necessary to protect or preserve the Project.

Any instrument executed by the Association or Management Committee that recites facts which, if true, would establish the Association's or Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

5.5. Professional Management. The Management Committee may employ professional or full-time management to manage the Project provided that any such management contact shall be terminable as provided in Section 5.4.2. The Management Committee may also terminate professional or full-time management and assume self-management of the Project.

5.6. Powers and Duties of Professional Management. The Management Committee may delegate to a professional manager or managing company all of its powers, duties and responsibilities referred to in Paragraph 5.4 above except: the final determination of Common Expenses, budgets and assessments based thereon; the promulgation of house rules and administrative rules and regulations; the power to enter into any contract involving more than $1,000 in any one fiscal year; the power to purchase, hold, sell, convey, mortgage, or lease realty or any interest therein; the power to bring, prosecute and settle litigation; the power to execute and record amendments to this Declaration, the Bylaws or the Survey map; or any other power, duty or responsibility nondelegable by law.

5.7. Limitation of Liability of Management Committee and Officers. Members of the Management Committee and the officers of the Association: (i) shall not be liable to the Lot Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct, gross negligence or bad faith; (ii) shall have no personal liability in contract to a Lot Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Lot Owner or any person or entity directly or imputed by virtue of acts performed by them except for their own willful misconduct, gross negligence or bad faith regarding acts performed by them in their capacity as such; (iv) shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

5.8. Indemnification of Management Committee and Officers. The Lot Owners shall indemnify and hold harmless any person, his heirs and personal representatives from and against all personal liability and all expenses, including attorney's fees, incurred or imposed or

arising out of or in settlement of any threatened, pending or completed civil action, suit or proceeding, instituted by any one or more Lot Owners or any other persons or entities to which he shall be made or threatened to be made a party by reason of the fact the he was a member of the Management Committee or an officer of the Association, other than to the extent, if any, such liability or expense shall be attributable to his willful misconduct, gross negligence or bad faith, provided, that in the case of any settlement that the Management Committee shall have approved, the indemnification shall apply only when the Management Committee approves the settlement as being in the best interests of the Association. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Lot Owners or of the Management Committee or otherwise. The indemnification by the Lot Owners as contained herein shall be paid by the Management Committee on behalf of the Lot Owners and shall constitute a Common Expense and shall be assessed and collectable as such.

VI. MAINTENANCE, ALTERATION AND IMPROVEMENT

6.1. Maintenance of Common Areas and Facilities. The maintenance, alteration, replacement and repair of the Common Areas and Facilities shall be the responsibility of the Management Committee and the cost thereof shall be a Common Expense. The Management Committee shall also maintain, alter, replace and repair all limited common parking areas, limited common balconies and patios and all conduits, ducts, plumbing and wiring and other facilities for the furnishing of heat, gas, light, power, air conditioning, water, sewer or television that may be contained in portions of the Lots, but which service part or parts of the Project other than the Lot in which they are contained. All incidental damages caused to a Lot by the maintenance, alteration, replacement and repair of the Common Areas and Facilities or utilities shall be repaired promptly by the Management Committee as a Common Expense.

6.2. Maintenance of Lots. Lot Owners shall, at their own cost and expense, cause the entire Lot to be landscaped at the time the home on the lot is constructed. All landscaping shall be in accordance with the Master Landscape Design provided herein as Exhibit B. Thereafter, all exterior areas of all Lots and Common Areas shall be maintained commonly under the direction of the Management Committee. The Management Committee shall contract with a professional landscape maintenance company to provide all necessary maintenance to ensure that lawns, planters, flower beds, and common areas are kept in a well maintained and attractive condition.

6.3. Maintenance of Private Patios, Etc. Each Lot Owner shall keep clean and in a sanitary condition his storage area, balcony or patio areas associated with his Lot, if any. The Management Committee shall be responsible for cleaning and general maintenance of all parking areas including the Limited Common parking areas.

6.4. Right of Access for Maintenance and Repairs. The Management Committee or manager shall have the irrevocable right to have access to each Lot from time to time during reasonable hours as may be necessary for maintenance, repair, or replacement of any of the Common Areas and Facilities or for making emergency repairs necessary to prevent damage to the Common Areas and Facilities or to another Lot or Lots.

6.5. Limitation on Improvements by Association. Until occurrence of the event described in Subsection 15.5.4, neither the Association nor the Management Committee shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas and Facilities other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Areas as originally provided, created, and/or constructed by Declarant.

VII. ASSESSMENTS

7.1. Agreement to Pay Assessment. Declarant, for each Lot owned by it within the Project, hereby covenants, and each Owner of any Lot by the acceptance of a deed therefore, whether or not it be so expressed in the deed, or by entering into a sale and purchase contract, shall be deemed to covenant and agree with each other and with the Association to pay to the Association annual assessments made by the Association for the Common Expenses and special assessments for capital improvements and other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time pursuant to the Bylaws and subject to the provisions of in this Article VII.

7.2. Apportionment of Expenses. Each Lot Owner shall be liable for a proportionate share of the Common Expenses and shall share in the common profits, such shares being the same as the percentage of undivided interest in the Common Areas and Facilities appurtenant to the Lot owned by the Lot Owner as set forth in Section 3.4.

7.3. Payment of Expenses and Working Capital Fund. Before the end of each fiscal year, the Committee shall prepare a budget which sets forth an itemization of the Common Expenses which are anticipated for the upcoming fiscal year. Such budget shall take into account any deficit or surplus realized during the current fiscal year and such sums as may be necessary to fund an appropriate reserve to cover major repair or replacement of portions of the Common Areas and Facilities. The total of such expenses shall be apportioned among all the Lots on the basis of their respective appurtenant percentages of undivided ownership interest (subject, however, to the proviso which appears toward the end of this Section 7.3). Prior to the first day of each month during the fiscal year covered by the budget, each Lot Owner shall pay to the Committee as his share of the Common Expenses one-twelfth of the amount so apportioned to his Lot. If the aggregate of monthly payments attributable to all of the Lots is too large or too small as a result of unanticipated income or expenses, or if the monthly payments attributable to a particular Lot or Lots are too large or too small as a result of a Lot's actually being occupied by an Owner or contract purchaser for the first time or record title thereto no longer being vested in Declarant (as hereinafter provided), the Committee may from time to time effect an equitable change in the amount of said payments. The dates and manner of payment shall be determined by the Committee. The foregoing method of assessing the Common Expenses to the Lots may be altered by the Committee so long as the method it adopts is consistent with good accounting practice and requires that the portion of Common Expenses borne by each Lot during a fiscal year be determined on the basis of its appurtenant undivided ownership interest; provided, however, that the share of Common Expenses required to be borne by a Lot shall be 30 % of the amount otherwise applicable until both of the following have occurred: (i) Record title to such Lot is no longer vested in Declarant or such Lot is actually occupied by a tenant, Owner, or contract purchaser for the first time, whichever first occurs; and

(ii) That portion of the Building containing such Lot has been fully constructed and completed. The Common Expense payments provided for in the foregoing portion of this Section 7.3 shall commence as of, but not prior to, the first day of the month immediately after such time as there have been closed sales by Declarant to purchasers of Lots to which an aggregate of not less than 75 % of the total undivided ownership interest in the Project appertains. Until that time, Declarant shall have the right and obligation either to pay the Common Expenses itself or to provide the Association with funds with which to do so. The funds used by Declarant for that purpose may include the monies received by Declarant pursuant to the following Section 7.4.

7.4. Initial Working Capital Fund. In connection with the closing of the initial sale of each Lot (i.e., the sale by Declarant to the first Owner other than Declarant of such Lot), Declarant may (but need not) require the purchasing Owner to pay into a fund under the control of the Declarant or Association an amount equal to the product between (a) the percentage of undivided interest appurtenant to the Lot that is the subject of the closing, and (b) $18,000. The sums thus accumulated shall be used by Declarant, the Association, and the Management Committee as a working capital fund for operation of the Project. Any sums still remaining in such fund when Common Expense payments begin pursuant to the preceding Section 7.3 shall belong to and be turned over to the Association.

7.5. Costs of Capital Improvements. Except as otherwise provided herein, in assessing the Lot Owners for capital improvements to the Common Areas and Facilities, for which there are not sufficient funds already held in reserve by the Association, there shall be no assessment, whether part of the annual budget or otherwise, for any single improvement exceeding the cost of $10,000 made by the Management Committee without such expenditure having been first voted on and approved by the Owners holding at least two-thirds of the votes cast in person or by proxy at a meeting duly called for that purpose. The foregoing shall not apply in connection with any restoration pursuant to Article IX of this Declaration or to such structural alterations, capital additions to or capital improvements of the Common Areas and Facilities as may be necessary in the Management Committee's reasonable judgment to preserve or maintain the integrity of the Common Areas and Facilities of the Project.

7.6. Interest on Delinquent Assessments. Assessments and any installments thereof not paid on or before ten days after the date when due shall bear interest at the rate of 18% per annum, from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.

7.7. Lien for Assessments. Any unpaid annual or special assessments shall constitute a continuing lien on the interest of any Until Owner, which shall also secure reasonable attorney's fees and all costs and expenses incurred by the Management Committee incident to the collection of such assessment or enforcement of such a lien. Such lien shall be superior to all other liens and encumbrances on such Lot, recorded or unrecorded, except only for: (i) valid tax and special assessments liens on the Lot in favor of any governmental assessing authority; (ii) the lien of a Mortgage; and (iii) encumbrances on the interest of the Lot Owner recorded prior to the date a notice of lien under this Section is recorded which by law would be a lien prior to subsequently recorded encumbrances. To evidence a lien for sums assessed hereunder, the Management Committee may prepare a written notice of lien setting forth the amount of the

assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by the Chairman of the Management Committee or the Professional Manager and may be recorded. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Committee in the same manner in which mortgages on real property may be foreclosed in Utah. In any foreclosure of a lien for assessments, the Lot Owner subject to the lien shall be required to pay a reasonable rental for the Lot, and the Management Committee shall be entitled to the appointment of a receiver to collect the same. The Management Committee shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and (either in its own name or in the name of a nominee) to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. A release of notice of lien shall be executed by the Chairman of the Management Committee or the Professional Manager and recorded in the Office of the County Recorder of Salt Lake County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien. Any encumbrancer holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created hereunder, and upon such payment such encumbrancer shall be subrogated to all rights of the Management Committee with respect to such lien, including priority. If a Lot Owner shall, at any time, let his Lot and shall default for a period of one month in the payment of assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall discharge such tenant from his obligation for rent to the Owner and the Owner from his obligation to the Association, to the extent of the amount so paid. Any excess of the rent over and above the amount due to the Management Committee from the Lot Owner shall be remitted by the Committee to the Lot Owner.

7.8. Personal Obligation of Owner. The amount of any annual or special assessment against any Lot shall be the personal obligation of the Lot Owner to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Committee without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Lot.

7.8. Statement of Account. Upon payment of a reasonable fee not to exceed ten dollars ($10.00), or such other amount as may in the future be allowed by the Act, and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Lot, the Committee shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Lot; the amount of the current yearly assessment and the date that such assessment becomes or became due; any credit for advance payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums; and such statement shall be conclusive upon the Committee in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within 20 days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a Mortgagee which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligations of the purchaser shall be released

automatically if the statement is not furnished within the 20 day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten days, and the prospective purchaser subsequently acquires ownership of the Lot.

VIII. INSURANCE

8.1. Insurance Requirements. The Management Committee shall obtain and maintain at all times insurance of the types and kinds as provided herein and including insurance for all other risks, of a similar or dissimilar nature, as or shall hereafter customarily be covered with respect to other properties similar to the Project in construction, design and use. The Management Committee shall make a reasonable effort to obtain insurance with the following provisions or endorsements:

8.1.1. Exclusive authority to adjust losses shall be vested in the Management Committee as insurance trustees or any successor trustee as designated by the Management Committee.

8.1.2. The insurance coverage shall not be brought into contribution with insurance purchased by individual Lot Owners or their respective Mortgagees.

8.1.3. Each Lot Owner may obtain additional insurance covering his real property, fixtures, or personal interest at his own expense, so long as such additional or other insurance does not have the effect of decreasing the amount which may be realized under any insurance maintained by the Management Committee.

8.1.4. The insurer waives its rights of subrogation as to any and all claims against the Association, each Lot Owner, and/or their respective agents, employees or tenants, and all defenses based upon co-insurance or upon invalidity arising from the act of the insured.

8.1.5. The insurance coverage cannot be canceled, invalidated or suspended because of the conduct of any one or more individual Lot Owners or their respective lessees, employees, agents, contractors, and guests.

8.1.6. The insurance coverage cannot be canceled, invalidated or suspended because of the conduct of any officer or employee of the Association or Management Committee or their employees, agents, or contractors, without prior demand in writing that the Management Committee cure the defect and then only if the defect is not cured within 30 days.

8.1.7. Such policies shall provide that coverage shall not be prejudiced by any failure of the Association to comply with any warranty or condition with regard to any portion of the Project over which the Owners Association has no control.

8.1.8. The insurance coverage shall provide that coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to any and all insureds' named thereon, including all Mortgagees.

8.1.9. All policies of property insurance shall provide that, notwithstanding any

provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Management Committee (or any insurance trustee) or when in conflict with the provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

8.2. Property Insurance. The Management Committee, for the benefit of the Project and the Lot Owners, shall maintain a "master" or "blanket" policy of property insurance in an amount equal to the full replacement value (i.e. 100% of the current "replacement cost" exclusive of land, foundations, excavations, and other items normally excluded from coverage) of the entire Condominium Project (including all Lots, all Common Areas and Facilities, service equipment and any fixtures or equipment, but not contents furnished or installed by Lot Owner within the Lots) with an "Agreed Amount Endorsement" or its equivalent, and, if necessary, an "increased Cost of Construction Endorsement" or "Contingent Liability from Operation of Building Laws Endorsement" or the equivalent, payable to the insurance trustee to be disbursed in accordance with the terms of this Declaration. Such insurance is to afford protection against at least the loss or damage by fire and other hazards covered by the standard extended coverage endorsement, debris removal, vandalism, malicious mischief, windstorm, and water damage. The limits and coverage of said insurance shall be reviewed at least annually by the Management Committee. The named insured under the policy required to be maintained by this Section shall be in form and substance essentially as follows: "Association of Lot Owners of the Creekside at Honeycut Road, PUD, or its authorized representative, as Trustee for and for the use and benefit of the individual Owners." (Said Owners shall be designated by name, if required.) Such policy shall include the standard mortgagee clause (without contribution) customarily accepted by institutional mortgage investors in the area in which the Project is located, which clause either shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of Mortgagees as their interests may appear or shall be otherwise endorsed to fully protect the interests of Mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each Mortgagee at least 30 days in advance of the effective date of any reduction in or substantial modification or cancellation (including cancellation for nonpayment of premium) of the policy.

8.3. Liability Insurance. The Management Committee shall obtain a comprehensive policy or policies of public liability insurance insuring the Association, the Management Committee, the Lot Owners and their respective lessees, agents or guests against any liability of the Lot Owners, members of the households of Lot Owners or their respective invitees or tenants, incident to the ownership and/or use of the Property, and including the personal liability of the Lot Owners, incident to the ownership and/or use of the Property. Limits of liability under such insurance shall not be less than $2,000,000 for any one person injured in any one occurrence, and shall not be less than $200,000 for property damage in each occurrence. The limits in coverage of said liability policy or policies shall be reviewed at least annually by the Management Committee and increased at its discretion. Said policy or policies shall be issued on a comprehensive liability basis and, if possible, shall provide cross-liability endorsements for possible claims of any one or more or group of insureds against any one or more other or group of other insureds, without prejudice to the right of a named insured under the policies to maintain an action against another named insured. Such coverage is to include

protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such others risks as shall customarily be covered with respect to projects similar in construction, location and use.

8.4. Fidelity Coverage. The Management Committee shall maintain adequate fidelity coverage to protect against dishonest acts on the part of members of the Management Committee and officers and employees of the Association, including professional managers and their employees. Such fidelity bonds meet the following requirements:

8.4.1. All such fidelity bonds shall name the Association as the insured.

8.4.2. Such fidelity bonds shall be written in an amount equal to at least 50 % of the estimated annual operating expenses of the Association, including reserves.

8.4.3. Such fidelity bonds shall include as part of any definition of "employee" or similar expression both persons who serve with and without compensation.

8.4.4. Such bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days prior written notice to the Mortgagees of the Lots.

8.5. Other Insurance. The foregoing provisions of this Article VII shall not be construed to limit the power or authority of the Management Committee to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Management Committee may deem proper from time to time. Earthquake insurance shall not be required unless requested by the Owners of at least two-thirds of the percentage of undivided interest in the Common Areas and Facilities in the Project.

8.6. Notice of Improvements to Lots. Each Lot Owner shall be required to notify the Management Committee of, and shall be liable for any increased insurance premium for insurance maintained by the Management Committee occasioned by, improvements made by the Lot Owner to his Lot, the aggregate value of which is in excess of $10,000. Each Lot Owner shall bear the risk of loss for all improvements made to his Lot that were not the subject of notice to the Management Committee.

8.7 Insurance by Lot Owners. Any Lot Owner may obtain individual insurance coverage at his own expense so long as such insurance does not have the effect of decreasing the amount that the Management Committee, on behalf of all of the Lot Owners, may realize under any insurance policy that the Management Committee may have in force covering the Property or any part thereof at any time. Any Lot Owner, who obtains individual insurance coverage, other than on personal property belonging to such Lot Owner, shall be required to file a copy of such individual policy or policies with the Management Committee within 30 days after obtaining such insurance coverage.

8.8. Unobtainable Coverage. If due to changed circumstances, excessive cost, or

any other reason, any of the insurance coverage required to be obtained and maintained under this Article VIII cannot reasonably be secured, with respect to such coverage the Association or the Committee shall obtain and maintain such substitute, different, or other coverage as may be reasonable and prudent under the circumstances as they then exist.

IX. DESTRUCTION, CONDEMNATION AND OBSOLESCENCE

9.1. Definitions. The provisions of this Article IX shall apply with respect to the destruction, condemnation, or obsolescence of the Project. As used in this Article IX each of the following terms shall have the meaning indicated:

9.1.1. Destruction. "Substantial Destruction" shall exist whenever, as a result of any damage or destruction to the Project or any part thereof, the excess of Estimated Costs of Restoration over Available Funds is 50 % or more of the estimated Restored Value of the Project. "Partial Destruction" shall mean any other damage or destruction to the Project or any part thereof.

9.1.2. Condemnation. "Substantial Condemnation" shall exist whenever a complete taking of the Project or a taking of part of the Project has occurred under eminent domain or by grant or conveyance in lieu of condemnation, and the excess of the Estimated Costs of Restoration over Available Funds is 50 % or more of the estimated Restored Value of the Project. "Partial Condemnation" shall mean any other such taking by eminent domain or grant or conveyance in lieu thereof.

9.1.3. Obsolescence. "Substantial Obsolescence" shall exist whenever the Project or any part thereof has reached such a state of obsolescence or disrepair that the excess of Estimated Costs of Restoration over Available Funds is 50 % or more of the estimated Restored Value of the Project. "Partial Obsolescence" shall mean any state of obsolescence or disrepair which does not constitute Substantial Obsolescence.

9.1.4. Restoration. "Restoration," in the case of any damage or destruction, shall mean restoration of the Project to a condition the same or substantially the same as the condition in which it existed prior to the damage or destruction concerned; in the case of condemnation, shall mean restoration of the remaining portion of the Project to an attractive, sound, and desirable condition; and, in the case of obsolescence, shall mean restoration of the Project to an attractive, sound, and desirable condition.

9.1.5. Restored Value. "Restored Value" shall mean the value of the Project after Restoration.

9.1.6. Estimated Costs of Restoration. "Estimated Costs of Restoration" shall mean the estimated costs of Restoration.

9.1.7. Available Funds. "Available Funds" shall mean any proceeds of insurance, condemnation awards, payments in lieu of condemnation, and any uncommitted funds of the Management Committee or Association, including amounts contained in any reserve or contingency fund. Available Funds shall not include that portion of insurance

proceeds legally required to be paid to any party other than the Association, including a Mortgagee, or that portion of any condemnation award or payment in lieu of condemnation payable to the Owner or Mortgagee of a Condominium Lot for the condemnation or taking of the Lot in which they are interested.

9.2. Determination by Committee. Upon the occurrence of any damage or destruction to the Project or any part thereof, or upon a complete or partial taking of the Project under eminent domain or by grant or conveyance in lieu thereof, the Committee shall make a determination as to whether the excess of Estimated Costs of Restoration over Available Funds is 50 % or more of the estimated Restored Value of the Project. In addition, the Committee shall, from time to time, review the condition of the Project to determine whether Substantial Obsolescence exists. In making such determinations the Committee may retain and rely upon one or more qualified appraisers or other professionals.

9.3. Restoration of Project. Restoration of the Project shall be undertaken by the Committee promptly without a vote of the Owners in the event of Partial Destruction, Partial Condemnation, or Partial Obsolescence, but shall be undertaken in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence only with the consent of Owners collectively holding at least 75 % of the total percentage of undivided interests of all Lot Owners and with the consent of at least 75 % of the Mortgagees (based upon one vote for each Mortgage). Within 30 days after the Committee has determined that Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence exists, it shall send to each Owner and Mortgagee a written description of the destruction, condemnation, or state of obsolescence involved, shall take appropriate steps to ascertain the preferences of the Mortgagees concerning Restoration, and shall, with or without a meeting of the Owners (but in any event in accordance with the applicable provisions of this Declaration), take appropriate steps to determine the preferences of the Owners regarding Restoration. In the event insurance proceeds, condemnation awards, or payments in lieu of condemnation actually received by the Committee or Association exceed the cost of Restoration when Restoration is undertaken, the excess shall be paid and distributed to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Condominium Lot is subject to a Mortgage shall be made jointly to such Owner and the interested Mortgagee. In the event the cost of Restoration exceeds Available Funds, all of the Lots shall be assessed for the deficiency on the basis of their respective percentages of undivided ownership interest in the Common Areas.

9.4. Sale of Project. The Project shall be sold in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence unless the consents required by the preceding Section 9.3 have been obtained within six months after the Committee sends the written description contemplated by said Section 9.3. In the event of such sale, condominium ownership under this Declaration and the Survey Map shall terminate and the proceeds of sale and any available funds shall be distributed by the Committee to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Condominium Lot is then subject to a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

9.5. Authority of Committee to Restore or Sell. The Committee, as attorney-in-fact

for each Owner, shall have and is hereby granted full power and authority to restore or to sell the Project and each Condominium Lot therein whenever Restoration or sale, as the case may be, is undertaken as hereinabove provided. Such authority shall include the right and power to enter into any contracts, deeds, or other instruments which may be necessary or appropriate for Restoration or sale, as the case may be.

9.6. Inapplicability of Act Provisions. The provisions of this Article IX shall in all respects apply to the Project in lieu of, and shall be deemed to supersede and replace, Sections 57-8-30, 57-8-31, and 57-8-32 of the Act.

X. MORTGAGE PROTECTION

10.1. Roster of Lot Owners and Mortgagees. The Management Committee shall maintain a roster of Lot Owners from the evidence of change of ownership furnished to the Management Committee, which roster shall include the mailing addresses of Lot Owners. If the Management Committee has been given notice and the necessary information, the Management Committee shall maintain another roster which shall contain the name and address of each Mortgagee of a Lot. Each notice shall consist of a certified copy of the recorded instrument evidencing the encumbrance of the Mortgagee. The Mortgagee shall be stricken from the roster upon receipt by the Management Committee of a request from the Mortgagee or of a certified copy of a recorded release, reconveyance or satisfaction of the Mortgage. Notice of such removal shall be given to the Mortgagee unless the removal is requested by the Mortgagee. The Committee and Association may for all purposes act and rely on the information concerning Owners, Mortgagees, and Lot ownership which is acquired by the Committee or Association as contemplated by this Section 10.1 or, at their option, the Committee and Association may act and rely on current information respecting any Condominium Lot or Lots which is obtained from the office of the County Recorder of Salt Lake County, Utah.

10.2. Notice of Default by Lot Owners. The Mortgagee under any Mortgage on a Lot is entitled to written notification from the Management Committee of: (i) any default by the mortgagor of such Lot in the performance of such Owner's obligation under the Declaration which is not cured within 30 days; (ii) any condemnation loss or casualty loss which affects a material portion of the Project or such Lot; (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or (iv) any proposed action which would require the consent of Mortgagees.

10.3. Right to Examine Books Etc. Any Mortgagee shall have the right to examine the books and records of the Association during normal business hours and, upon request, shall be entitled to received copies of annual reports, financial statements and other financial data for the preceding fiscal year, and shall be entitled to receive written notice of all meetings of the Association and may designate a representative to attend all such meetings.

10.4. Priority of Liens. A Mortgagee of any Lot who comes into possession of the Lot pursuant to the remedies provided in the Mortgage or by deed in lieu of foreclosure, shall take the property free of any claims or unpaid assessments or charges against the mortgaged Lot which accrued prior to the time such Mortgagee comes into the possession of the Lot (except for

claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Lots, including the mortgaged Lot). The liens created under the Act or pursuant to this Declaration or the Bylaws upon any Lot shall be subject and subordinate to any Mortgage on that Lot, and shall not affect the rights of the Mortgagee pursuant to a Mortgage upon a Lot, recorded prior to the date such liens arose and which is made in good faith and for value, provided that after the foreclosure of any such Mortgage, any assessments created pursuant to this Declaration or the Bylaws after the date of such sale shall have the same effect and be enforced in the same manner against the Purchaser at such sale as would be the case for any other Lot Owner.

10.5. Interpretation. In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Article X, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits of authority, as the case may be, applicable to the Management Committee and Association with respect to the subject concerned.

10.6. Amendment. No amendment to this Article X which has the effect of diminishing the rights, protection, or security afforded to Mortgagees shall be accomplished or effective unless at least 75 % of the Mortgagees (based upon one vote for each Mortgage) of the individual Condominium Lots have given their prior written approval to such amendment. Any amendment to this Article X shall be accomplished by an instrument executed by the Management Committee or Association and filed for record in the office of the Salt Lake County Recorder. In any such instrument an officer of the Management Committee or Association shall certify that any prior approval of Mortgagees required by this section 10.6 as a condition to amendment has been obtained.

XI. CONVEYANCE, EASEMENTS AND ENCROACHMENTS

11.1. Conveyancing. Every deed, lease, mortgage, instrument of conveyance or sale, or other instrument affecting title to a Lot shall describe the Lot by its designation set forth in the Survey Map with appropriate reference to the Survey Map and this Declaration, as each shall appear on the records of the County Recorder of Salt Lake County, State of Utah. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber or otherwise affect the Lot Owner's appurtenant percentage of undivided ownership in the Common Areas and Facilities. A description shall be deemed sufficient if it appears in substantially the following form:

Lot_____ , as shown in the Record of Survey Map for Creekside at Honeycut Road, PUD appearing in the Records of the County Recorder of Salt Lake County, State of Utah, in Book No._____, Page No. ____, of Plats, and as defined and described in the Declaration of a Planned Unit Development for Creekside at Honeycut Road, PUD, recorded the ____day of _____, 2013, as Entry No. , Book No ____, page No.____. Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. The percentage of undivided ownership interest in the Common Areas and

Facilities shall not be separated from the Lot to which it appertains.

11.2. Easements. Every deed, lease, mortgage or other similar instrument conveying, leasing, mortgaging or otherwise affecting a Lot shall be deemed to:

11.2.1. Except from and not include with respect to a Lot; (i) any portion of the Common Areas and Facilities lying within said Lot; (ii) easements through said Lot, appurtenant to the Common Areas and Facilities or other Lots, for support and repair of the Common Areas and Facilities and all other Lots; and (iii) easements, appurtenant to the Common Areas and Facilities, for encroachment upon the air space within said Lot by any portions of the Common Areas and Facilities located within said Lot.

11.2.2. Include with respect to a Lot nonexclusive easements for ingress and egress through the Common Areas and Facilities and for the support of said Lot, nonexclusive easements through all Common Areas for the repair of said Lot and rights for the use of the Limited Common Areas associated with the Lot as indicated in this Declaration and the Survey Map.

11.2.3. Except from and not include, with respect to the undivided percentage interest in the Common Areas and Facilities appurtenant to said Lot, nonexclusive easements appurtenant to all other Lots for ingress, egress, support and repair.

11.3. Encroachments. None of the rights and obligations of any Lot Owner created by this Declarations, the Bylaws or any deed conveying a Lot shall be altered in any way by (but shall be subject to) any encroachments (i) by any portion of the Common Areas and Facilities upon any Lot; (ii) by any Lot upon another Lot or upon the Common Areas due to settling or shifting of the Building or other structure, including the rebuilding of the Building or other structure after fire or other casualty or an eminent domain taking or delivery of a deed in lieu of condemnation, unless there occurs an encroachment that results from the willful or negligent act or omission of the Lot Owner of the encroaching Lot, or of the Management Committee in the event of an encroachment by any portion of the Common Areas and Facilities. There are hereby created valid casements for the maintenance of any encroachments permitted by this Section so long as such encroachments exist.

XII. AMENDMENT

12.1. Amendment by Lot Owners. Except as otherwise provided in this Declaration and except as prohibited by the Act, the provisions of this Declaration or the Survey Map may be amended by an instrument in writing signed and acknowledged by Lot Owners who own 75 % of the undivided interests in the Common Areas and Facilities in the Project, which amendment shall be effective upon recording, and upon approval of Mortgagees where necessary. Any material amendment to this Declaration or the Survey Map, including, but not limited to any such amendment which would alter the percentage interests in the Common Areas and Facilities, other than those alterations allowed in Article XIV, must be approved in writing by 75% of all Mortgagees of the individual Lots (based on one vote for each Mortgage). Any amendment so authorized shall be accomplished through the recordation of an

instrument executed by the Association or Management Committee. In such instrument the Association or Committee shall certify that the vote required by this Section for amendment has occurred. The foregoing right of amendment shall, however, be subject to the following:

12.1.1. Any amendment to Article X ("Mortgage Protection") shall be subject to the requirements of Section 10.6.

12.1.2. Until the happening of the event described in Subsection 15.5.4, no amendment to the Survey Map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection, or control accorded to Declarant (in its capacity as Declarant) herein shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant.

12.2. Amendment by Declarant. Within 24 months from the recording date hereof, Declarant reserves the right without the vote or consent of any other person to amend the Declaration or the Survey Map if required by the Federal National Mortgage Association or by some other governmental agency or lending institution, provided that such amendment either (i) is to comply with the then-applicable underwriting or other requirements of the agency or institution, or (ii) does not materially affect the rights of Lot Owners or Mortgagees.

XIII. LEASING OF LOTS

13.1. Leases of Lots. All leases of Lots shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the terms of this Declaration and Bylaws and that failure of the lessee to comply with the terms of said documents shall be a default under the lease. All leases shall contain the following provisions:

13.1.1. The tenant shall agree to comply with all of the terms and conditions of this Declaration and Bylaws.

13.1.2. The tenant shall agree not to allow or commit any nuisance, waste or unlawful or illegal act upon the Project.

13.1.3. The Owner and the tenant shall acknowledge that the Association is intended to be a third party beneficiary of the lease agreement and that the Association shall have the right to enforce compliance with the Declaration and Bylaws and to abate any nuisance, waste or unlawful or illegal activity upon the Project; and that the Association shall be entitled to exercise all of the Owner's rights and remedies under the lease to do so. They shall also acknowledge that the Association shall have all rights and remedies available under State or local law.

13.2. Limitations on Leasing. Lots shall be leased only for use as Single Family residences and shall not be leased for transient or hotel purposes. No Lot Owner shall lease less than his entire Lot. The Management Committee may adopt rules and regulations providing that

all leasing of Lots must be done by and through the Association or a management company appointed by the Association. The Management Committee may regulate, limit or prohibit the lease of Lots.

XV. GENERAL PROVISIONS

15.1. Agent for Service of Process. The name and address of the person in Salt Lake County, State of Utah, appointed agent to receive service of process in cases authorized by the Act are Rick Plewe, 2045 Wilmington Ave., Salt Lake City, Utah 84109. The agent for service of process may be changed by the Management Committee by recording an appropriate affidavit or other document.

15.2. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered 48 hours after a copy of the same has been deposited in the U.S. postal service, postage prepaid, return receipt requested. Notice to Lot Owners shall be addressed to each Lot Owner at the address given in writing by such Lot Owner to the Management Committee for the purpose of service of such notice or to the Lot of such Lot Owner if no such address has been given to the Management Committee. Such address may be changed from time to time by notice in writing addressed to the Management Committee.

15.3. Waiver. The failure of the Management Committee or its contractors to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or the Bylaws, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Management Committee or its contractor of the payment of any assessment from a Lot Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Management Committee.

15.4. Enforcement. Each Owner or occupant of a Lot shall strictly comply with, and all interests in all Lots shall be subject to, the terms of the Act, the terms of this Declaration, the Bylaws, and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee on behalf of Lot Owners, or, in a proper case, by an aggrieved Lot Owner. The prevailing party in any enforcement action shall be entitled to recover from the other party the prevailing party's costs of such action including reasonable attorney's fees

15.5. Declarant's Use and Sales Program. Declarant and persons it may select from time to time shall have the right of ingress and egress over, upon and across the Common Areas and Facilities and Limited Common Areas and Facilities and the right to store materials therein and to make such other use thereof as may be reasonably necessary incident to

construction of the Project and development and sale of all of the Lots. Notwithstanding any other provision of this Declaration, until the happening of the event described in Subsection 15.5.4, Declarant shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of all Condominium Lots owned by Declarant:

15.5.1. Declarant shall have the right to maintain two (2) or less sales offices and/or model Lots. Such offices and/or model Lots may be Lots owned by Declarant.

15.5.2. Declarant shall have the right to maintain a reasonable number of promotional, advertising, and/or directional signs, banners, or similar devices at any place or places on the Project, but any such device shall be of a size and in a location as is reasonable and customary.

15.5.3. Declarant shall have the right from time to time to locate or relocate any of its sales offices, model Lots, and/or signs, banners, or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Section 5.5. Within a reasonable period of time after the happening of the event described in the Subsection 15.5.4 Declarant shall have the right to remove from the Project any signs, banners, or similar devices and any separate structure or facility which may have been placed in the Project for the purpose of aiding Declarant's sales effort.

15.5.4. The event referred to in the first paragraph of this Section 15.5 and in Subsection 15.5.3 shall be the first to occur of the following: (i) Declarant ceases to be a Lot Owner; or (ii) the expiration of four (4) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

15.6. Completion Obligation. Declarant hereby covenants in favor of each person who contracts with Declarant for the purchase of a Lot that no later than 23 months after the date on which such contract is entered into: (i) the Lot which such person has contracted to purchase and the Limited Common Area (if any) for which Declarant is responsible and which is appurtenant to such Lot shall be fully constructed and ready for use or occupancy (as the case may be); and (ii) There shall be substantially completed and usable as part of the Common Areas all proposed or planned vehicular driving areas, parking spaces, sidewalks, landscaping, and utility lines and conduits necessary to enable full use and enjoyment of the Lot concerned.

15.7. Declarant's Rights Assignable. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer, or assignment.

15.8. Gender. The use of any gender in this Declaration shall be deemed to refer to each other gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

15.9. Severability. The provisions of this Declaration shall be deemed

independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

15.10. Law Controlling - Conflicts. This Declaration, the Survey Map and the Bylaws shall be construed and controlled by and under the laws of the State of Utah. This Declaration is set forth to comply with the requirements of the Act. To the extent the provisions of the Act are consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein.

15.11. Captions. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

15.12. Effective Date. This Declaration and any amendment hereof and the Survey Map and any amendment thereof, shall take effect upon recording in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED on the day and year first above written.

CREEKSIDE AT HONEYCUT ROAD, LLC

Its Manager

COUNTY OF SALT LAKE

:ss

STATE OF UTAH

ITS:

The foregoing instrument was acknowledged before me the 2 day of AUGUST, 2013, by RAYMOND F. PLEWE AS MANAGER OF CREEKSIDE AT HONEYCUT ROAD, LLC.

Notary Public

PARKER LEWIS
Notary Public
State of Utah
Comm. No. 657276
My Comm. Expires Aug 17, 2016

My Commission expires: AUG 17, 2016

Exhibit A

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF HONEYCUT ROAD, SAID POINT ALSO BEING SOUTH 89° 53' 40" EAST 1304.80 FEET ALONG THE SECTION LINE AND SOUTH 00° O6' 20" WEST 583.10 FEET FROM THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 EAST. SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) SOUTH 00° 00' 42" WEST 101.27 FEET; 2) NORTH 85° 50' 00" EAST 3.54 FEET; 3) SOUTH 195.91 FEET;, THENCE WEST 341.86 FEET; THENCE NORTH 112.64 FEET TO THE NORTH LINE OF MILL CREEK;, THENCE NORTH 39° 36' 45" EAST ALONG SAID NORTH LINE EXTENDED A DISTANCE OF 118.52 FEET TO THE SOUTH LINE OF LOT 48. SAID MILLBROOK ADDITION; THENCE NORTH 80° 31' 30" EAST ALONG SAID SOUTH LINE A DISTANCE OF 53.83 FEET TO THE SOUTHWEST CORNER OF SAID LOT 48; THENCE NORTH 01°07' 30" WEST 41.30 FEET; THENCE NORTH 78° 30' 00" EAST 214.81 FEET TO THE POINT OF BEGINNING.

CONTAINS 81.517 SQUARE FEET; 1.871 Acres

BYLAWS

OF

CREEKSIDE AT HONEYCUT ROAD HOMEOWNERS ASSOCIATION

An Association of Lot OwnersUnder
the Utah Condominium Ownership
Act

The administration of the Creekside at Honeycut Road Homeowners Association shall be governed by these Bylaws, the Act and the Declaration.

1. Application of Bylaws.

All present and future Lot Owners, Mortgagees, and occupants of Lots and their lessees, agents, guests, employees, and other persons who may use the facilities of the Project in any manner are subject to the Declaration, these Bylaws and all rules made pursuant thereto and any amendment thereof. The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a Lot shall constitute an agreement that the provisions of the Declaration and these Bylaws (and any rules and regulation made pursuant thereto), as they may be amended from time to time, are accepted, ratified and will be complied with.

2. Management Committee.

2.1. The administration of the property on behalf of the Association shall be conducted by a Management Committee. Only Lot Owners who are individuals and residents of the State of Utah and Utah-resident officers, agents, and representatives of Owners other than individuals shall be eligible for Committee membership. Provided, however, that during such time as the Declarant appoints the members of the Management Committee as provided in Section 2.11 of these Bylaws, the persons so appointed shall not be required to be either Lot Owners or residents of the State of Utah. The actual number of members of the Committee shall be either three natural persons as determined by the Declarant during such time as Declarant appoints the Members and thereafter shall be three members

2.2. At each annual meeting of the Association, subject to the provisions of Section 2.11 of these Bylaws, the Association shall elect members to fill vacancies on the Management Committee. At each annual meeting the percentage of undivided interest in the Common Areas and Facilities appurtenant to a Lot may be voted in favor of as many candidates for Committee membership as there are seats on the Committee to be filled. At least 30 days prior to any annual meeting of the Association, the Management Committee shall select from the Lot Owners a nominating Committee of not less than three members (none of whom shall be members of the then Management Committee) who shall recommend to the annual meeting one nominee for each position on the Management Committee to be filled at that particular annual meeting. Nominations **for** positions on the Management Committee may also be made by petition filed with the secretary of the Association at lease seven days prior to the annual meeting of the Association, which petition shall be signed by ten or more Lot Owners and signed by the nominee named therein indicating his willingness to serve as a member of the Management Committee, if elected.

2.3. Members of the Management Committee shall serve for a term of two years;

provided, however, that two members of the Management Committee first elected by the Lot Owners shall serve for an initial term of one year while the other member(s) shall serve for initial terms of two years. Thereafter, all Management Committee members elected or appointed shall serve for a two-year term or the unexpired term of the person in whose place they were appointed. The terms of no more than three members will end each year. The members of the Management Committee shall serve until their respective successors are elected, or until their death, resignation or removal. Any member of the Management Committee who fails to attend four consecutive Management Committee meetings or fails to attend at least six of the Management Committee meetings held during any calendar year shall forfeit his membership on the Management Committee.

2.4. Any member of the Management Committee may resign at any time by giving written notice to the chairman of the Committee, or the remaining Management Committee members. Any member of the Management Committee may be removed from membership on the Management Committee by a vote of at least two-thirds vote of the total percentage of undivided interest in the Common Areas and Facilities in the Project that votes on the question. Whenever there shall occur a vacancy on the Management Committee due to forfeiture, death, resignation, removal or any other cause, the remaining members of the Committee shall appoint a successor member to serve until the next annual meeting of the Association, at which time said vacancy shall be filled by the Association for the unexpired term, if any.

2.5. The members of the Management Committee shall receive no compensation for their services, other than reimbursement of expenses, unless expressly approved by a majority of the Association, provided, however, that any member of the Management Committee may be employed by the Association in another capacity and receive compensation for such employment.

2.6. The Management Committee, for the benefit of the Project and the Association, shall manage the business, property and affairs of the Project and the Association and enforce the provisions of the Declaration, these Bylaws, the house rules and the administrative rules and regulations governing the Project. The Management Committee shall have the powers, duties, and responsibilities with respect to the Property as contained in the Act, the Declaration and these Bylaws.

2.7. Regular meetings of the Management Committee shall be held at such places within the State of Utah as the Management Committee shall determine. At least six such meetings shall be held during each fiscal year after the first annual meeting of the Association. At all meetings of the Management Committee, a majority of the members shall constitute a quorum for the transaction of business, and the acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Committee. The Management Committee shall annually elect all of the officers of the Association. The meeting for the election of officers shall be held at the first meeting of the Management Committee immediately following the annual meeting of the Association.

2.8. Regular meetings of the Management Committee may be held without call or notice. The person or persons calling a special meeting of the Management Committee shall, at least ten days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called, and if an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of the matters listed on the agenda.

2.9. Special meetings of the Management Committee may be called by the chairman or by any two Management Committee members.

2.10. Any member of the Management Committee may, at any time, waive notice of any meeting of the Management Committee in writing, and such waiver shall be deemed equivalent to the giving of notice to the member. Attendance by a member of the Management Committee at a meeting shall constitute a waiver of notice of such meeting except when a Management Committee member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Management Committee are present at any meeting of the Management Committee, no notice shall be required and any business may be transacted at such meeting.

2.11. Until the earlier of (a) the date three years from the recording of the Declaration, or (b) when Lots to which three-fourths of the percentage of undivided interest in the Common Areas and Facilities in the Project appertains have been conveyed by Declarant to individual purchasers, the Declarant, or some other person or persons selected or to be selected by Declarant, shall have the option to appoint and remove all members of the Management Committee, appoint and remove all officers of the Association, or at Declarant's option, to exercise the powers and responsibilities otherwise assigned by the Declaration, these Bylaws, and the Act to the Association or the Management Committee. Declarant shall have the option at any time after the recording of the Declaration to turn over to the Association the total responsibility for electing and removing members of the Management Committee.

2.12. The Management Committee, for the benefit of the Project and the Association, shall enforce the provisions of the Declaration, these Bylaws, and the rules and regulations governing the Property; and, subject to restrictions of Section 5.2 of these Bylaws, shall acquire, arrange and pay for out of the Common Expense fund at least the following:

2.12.1. Water, sewer, garbage collection, electrical, telephone, gas and other necessary utility services for the Common Areas and Facilities.

2.12.2. Water, sewer, electrical, gas or other necessary utility costs for Lots and Facilities which are not separately metered or charged, the cost thereof, so far as practicable, to be specifically assessed to the Owners of the Lots affected thereby.

2.12.3. A policy or policies of fire insurance, with extended coverage endorsements, for the full insurable replacement value of the Lots and Common Areas and Facilities as provided in Section 8.2 of the Declaration, or such other fire and casualty insurance as the Management Committee shall determine gives substantially equal or greater protection to the Lot Owners and their Mortgagees. The limits and coverage of such policies shall be reviewed at least annually by the Management Committee as per the Declaration and increased in its discretion. Insurance proceeds shall be payable and applicable as provided in the Declaration.

2.12.4. A policy or policies of public liability insurance insuring the Management Committee, the Association and the individual Lot Owners against any liability to any persons or persons incident to the Ownership and/or use of the Property. Such policy or policies shall be consistent with the provisions of Section 8.3 of the Declaration. Limits of liability under such insurance shall be as provided in said Section.

2.12.5. Workmen's Compensation Insurance to the extent necessary to comply with any applicable laws.

2.12.6. The services of a manager to manage its affairs as provided in the Declaration, as well as such other personnel as the Management Committee shall determine shall be necessary or proper for the operation of the Common Areas and Facilities, whether such

personnel are employed directly by the Management Committee or are furnished by the manager.

2.12.7. Legal and accounting services necessary or proper in the operation of the Project and the Common Areas and Facilities or the enforcement of the Declaration.

2.12.8. A fidelity bond as provided for in the Declaration.

2.12.9. Painting, maintenance, repair and all landscaping of the Common Areas and Facilities, and such furnishings and equipment for the Common Areas and Facilities as the Management Committee shall determine are necessary and proper, and the Management Committee shall have the exclusive right and duty to acquire the same for the Common Areas and Facilities.

2.12.10. Any other material, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Management Committee is required to secure or pay for pursuant to the terms of the Declaration or Bylaws or which in its opinion shall be necessary or proper for the operation of the Common Areas and Facilities or for the enforcement of the Declaration; provided that if any such materials, supplies, labor, services, maintenance, repairs, structural lacerations, insurance, taxes or assessments are provided for particular Lots, the cost thereof shall be specifically assessed to the Owners of such Lots.

2.1 2.11. Maintenance and repair of any Lot, if such maintenance or repair is reasonably necessary in the discretion of the Management Committee to protect the Common Areas and Facilities or preserve the appearance and/or value of the Property, and the Lot Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity there for is delivered by the Management Committee to said Lot Owner; provided that the Management Committee shall levy a special assessment against the Condominium Lot of such Lot Owner for the cost of said maintenance or repair.

2.12.12. The Management Committee shall have the exclusive right to contract for all goods, services and insurance when payment is to be made from the Common Expense Fund. This provision shall not be construed to prohibit the Management Committee from delegating such authority to the manager as it deems proper.

2.13. The fiscal year shall be determined by the Management Committee.

3. Meetings of the Association.

3.1. The presence in person or by proxy at any meeting of the Association of Lot Owners owning at least 50 percent of the percentage of undivided interest in the Common Areas and Facilities in the Project in response to notice to all Lot Owners of record properly given shall constitute a quorum. In the event that Lot Owners owning such 50 percent of the percentage of undivided interest in the Common Areas and Facilities are not present in person or by proxy, the meeting shall be adjourned for 24 hours, at which time it shall reconvene and any number of Lot Owners present at such subsequent meeting shall constitute a quorum. Unless otherwise provided in the Declaration or the Act, any action may be taken at any meeting of the Lot Owners upon a majority vote of the percentage of undivided interest in the Common Areas and Facilities held by the Owners who are present in person or by proxy and who are voting. Notwithstanding the foregoing provisions of this Section, however, in any case in which the Act or the Declaration requires the affirmative vote of at least a specified percentage of the Project's total percentage of undivided interest in the Common Areas and Facilities for authorization or approval of a matter, the presence of Owners entitled to cast such percentage shall be necessary to constitute a quorum

at any meeting (whether original or rescheduled) at which action on such matter is taken.

3.2. A Lot Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all due installments of assessments made or levied against him and his Lot by the Management Committee as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Lot, prior to the date fixed for such annual or special meeting.

3.3. At all meetings of the Association, Lot Owners may vote in person or by proxy executed in writing by the Lot Owner or his duly authorized attorney in fact. Proxies shall be filed with the secretary of the Management Committee before or at the time of the meeting. Unless otherwise specified therein, each proxy shall be valid for 11 months from the date of its execution.

3.4. There shall be an annual meeting of the Association on the second Thursday of February each year at 7:00 p.m. or such other time as set by the Management Committee, either at the Project or at such other reasonable place as may be designated. The Management Committee shall give written notice of the time and place of the annual meeting, said notice to be delivered to the Lot Owners not less than ten days prior to the date fixed for said meeting.

3.5. Special meetings of the Association may be held at any time at the Project or at some other reasonable place to consider matters which, by the terms of the Declaration, the Act, or these Bylaws, require the approval of all or some of the Lot Owners, or for any other reasonable purpose. Special meetings shall be called by written notice, signed by a majority of the Management Committee, or by Lot Owners representing at least one-third of the undivided Ownership of the Common Areas and Facilities and delivered to all Lot Owners not less than 15 days prior to the date fixed for said meeting. The notices shall specify the date, time and place of this meeting, and the matters to be considered.

3.6. Robert's Rules of Order (latest edition) shall govern the conduct of the Associations' meetings when not in conflict with the Declaration or these Bylaws.

4. Officers.

4.1. The Management Committee shall perform its functions and responsibilities through those members of the Committee who are elected as officers annually by the Committee, and through such agents or employees as the Committee may appoint. Such officers shall also be officers of the Association, with each holding for the Association the same office he holds on the Management Committee . The primary officers shall consist of a chairman, vice chairman, secretary and treasurer. The offices of secretary and treasurer may be combined as one office. The Management Committee may appoint such assistant officers as the Management Committee may deem necessary. No officer shall receive compensation for serving as such unless a majority of Lot Owners vote otherwise.

4.2. The chairman shall be the chief executive of the Management Committee and shall preside at all meetings of the Association and of the Management Committee and may exercise the powers ordinarily allocable to the presiding officer of an Association, including the appointment of committees. The chairman shall exercise general supervision over the Property and its affairs. He shall sign on behalf of the Association all conveyances, mortgages and contracts of material importance to its business. He shall do and perform all acts which the Management Committee may require.

4.3. The vice chairman shall perform the functions of the chairman in the absence or inability of the chairman.

4.4. The secretary shall keep minutes of all proceedings of the Management Committee and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Association and the Management Committee. In the absence or inability of the chairman or vice chairman, the secretary shall perform the functions of the chairman.

4.5. The treasurer shall be responsible for the fiscal affairs of the Association, but may delegate the daily handling of funds and the keeping of records to a manager or managing company.

4.6. If the Management Committee appoints other officers, such officers shall perform such duties as may be prescribed or delegated from time to time by the Management Committee.

4.7. Any officer or agent shall be subject to removal, with or without cause, at any time by the affirmative vote of a majority of the members of the Management Committee then serving.

4.8. All agreements, contracts, deeds, leases, checks and other instruments of the Project for expenditures or obligations shall be executed by any two officers of the Management Committee or by such other person or persons as may be designated by the Management Committee.

5. Common Expenses; Assessments.

5.1. All assessments shall be made in accordance with the provisions of Article VII of the Declaration.

5.2. It shall be the responsibility of the Management Committee to determine questions relating to the maintenance, repair and replacement of all Common Areas and Facilities. However, except as provided otherwise in the Declaration, there shall by no single structural alteration, capital addition to, or capital improvement of the Common Areas and Facilities requiring an expenditure in excess of $10,000, unless those holding two thirds of the votes present in person or by proxy at a duly called meeting shall approve the expenditure for such structural alterations, capital addition to, or capital improvement of the Common Areas and Facilities.

5.3. Every determination by the Management Committee with respect to the Common Expenses and common expenditures necessary to maintain the Property, that is made within the bounds of the Act, the Declaration, and these Bylaws, shall be final and conclusive as to the Lot Owners and shall be deemed necessary and properly made for such purposes.

5.4. The rights, duties and functions of the Management Committee set forth in this Section 5 may be exercised by Declarant for the period ending 30 days after the election of the first Management Committee hereunder.

5.5. The failure by the Management Committee before the expiration of any year, to estimate the Common Expenses as required herein, shall not be deemed a waiver or modification in any respect of the provisions of the Declaration or these Bylaws or a release of the Lot Owner from the obligation to pay any past or future assessments, and the estimated Common Expenses fixed for the previous and current year shall continue until a new estimate is fixed.

5.6. No Lot Owner may exempt himself from liability for Common Expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by abandonment of his Lot.

5.7. The treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Common Areas and Facilities, specifying and itemizing the maintenance, repair and replacement expenses of the Common Areas and Facilities and any other expenses incurred. Such record shall be available for examination by the Lot Owners during regular business hours. The treasurer shall keep an accurate record of such assessments and of the payments thereof by each Lot Owner.

5.8. All common expense assessments shall be a separate, distinct and personal liability of the owner of the Lot at the time each assessment is made. The Management Committee shall have the rights and remedies contained in the Act and in the Declaration to enforce the collection of assessments for Common Expenses.

5.9. Any person who shall have entered into a written agreement to purchase a Lot shall be entitled to obtain a written statement from the treasurer setting forth the amount of unpaid assessments charged against the Lot and its Owners, and if such statement does not reveal the full amount of the unpaid assessments as of the date it is rendered, neither the purchaser nor the Lot shall be liable for the payment of an amount in excess of the unpaid assessments shown thereon, provided that the former Lot Owner-grantor shall remain so liable. Any such excess which cannot be promptly collected from the former Lot Owner-grantor shall be reassessed by the Management Committee as a common expense to be collected from all Lot Owners, including without limitation, the purchaser of the Lot, his successors and assigns. The new Lot Owner shall and the former Lot Owner shall not be liable for any assessments made after the date of transfer of title to a Lot, even though part or all of the assessment relates to expenses incurred or advances made by the Management Committee during a period prior to that date.

5.10. In the event that title to a Lot is transferred at sheriff's sale pursuant to execution upon any lien against the Lot, the Management Committee shall give notice in writing to the sheriff of any unpaid assessments for Common Expenses which are a lien against the Lot, and for any expenses of or advances by the Management Committee which have not theretofore been reduced to a lien, which shall be paid out of the proceeds of the sale prior to the distribution of any balance to the former Lot Owner against whom the execution was issued. The purchaser at such sheriff's sale and the Lot involved shall not be liable for unpaid assessments for Common Expenses nor for any expenses of or advances by the Management Committee which became due prior to the sheriff's sale of the Lot. Any such unpaid assessments which cannot be promptly collected from the former Lot Owner shall be reassessed by the Management Committee as a Common Expense to be collected from all of the Lot Owners, including the purchaser who acquired title at the sheriff's sale, his successors and assigns. To protect its rights to collect unpaid assessments for Common Expenses which are a lien against a Lot, and for any expenses of and advances by the Management Committee, the Management Committee may on behalf of all the Lot Owners, purchase the Lot at a sheriff's sale, provided such action is authorized by the affirmative vote of a majority of the members of the Management Committee.

5.11. In addition to the statements issuable to purchasers of Lots, the Management Committee shall provide a current statement of unpaid assessments for Common Expenses and for any expenses of and advances by the Management Committee in respect of the Lot, to the Lot Owner, to any person who shall have entered into a binding agreement to purchase the Lot and to any Mortgagee on request at reasonable intervals.

5.12. In each case where all or part of any assessments for Common Expenses and for

any expenses of and advances by the Management Committee cannot be promptly collected from the persons or entities liable there for under the Act, Declaration of Bylaws, the Management Committee shall reassess the same as a common expense, without prejudice to its rights of collection against such persons or entities.

6. Litigation.

6.1. If any action is brought by one or more but less than all Lot Owners on behalf of the Association, and recovery is had, the plaintiff's expenses, including reasonable counsel's fees, shall be a Common Expense. If an action is brought by one or more but less than all Lot Owners against the Association or the Management Committee or the officers, employees, or agents of the Association, in their capacities as such, so that the ultimate liability asserted would, if proved, be borne by all the Lot Owners, the plaintiff's expenses, including counsel fees, shall not be charged to or borne by the other Lot Owners, as a Common Expense or otherwise.

6.2. Complaints brought against the Association, the Management Committee or the officers, employees or agents thereof, in their respective capacities as such, or the Project as a whole, shall be directed to and defended by the Management Committee, and the Lot Owners and Mortgagees shall have no right to participate other than through the Management Committee in such defense. Complaints against one or more, but less than all Lot Owners shall be directed to and defended by such Lot Owners.

7. Abatement and Enjoyment of Violations by Lot Owners.

The violation of any house rules or administrative rules or regulations adopted by the Management Committee or the breach of any provisions contained herein, or the breach of any provision of the Declaration, shall give the Management Committee the right, in addition to any other rights set forth in these Bylaws:

7.1. To enter the Lot in which or as to which such violation or breach exists and to abate and remove, at the expense of the defaulting Lot Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Management Committee shall not thereby be deemed guilty in any manner of trespass; or

7.2. To bring suit for damages suffered and to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. In the event the Management Committee is required to commence legal action to enforce its rights hereunder, the Lot Owner or other person in violation or breach shall also pay all costs and reasonable attorney's fees incurred by the Management Committee.

8. Lease of Lots by Owners.

8.1. Any Lot Owner who leases his Lot shall be subject to the requirements and restrictions of Article XIII of the Declaration. Such Owner shall give written notice to and provide the information to the Management Committee or manager required by the Declaration. The provisions of the Declaration, these Bylaws and the rules and regulations shall apply with equal force to tenants or lessees of a Lot.

8.2. Any Lot Owner who rents or leases his Lot shall be responsible for the conduct of his tenants and shall be responsible for ensuring that the tenants do not violate the Declaration, Bylaws, or rules and regulations of the Association.

8.3. If a Lot Owner fails to correct violations by his tenants within 72 hours of notice by the Management Committee to such Owner of such violation, the Management Committee or manager shall be deemed to be the agent of the Lot Owner and empowered to take any enforcement action the Lot Owner would be entitled to take, the cost of such action to be assessed to the Lot Owner and payable within 30 days of assessment. Such costs shall be collected and enforced in the same manner as common assessments under the Declaration and these Bylaws.

8.4. The power of the Management Committee or manager hereunder shall include, but not be limited to, any and all legal remedies available under the laws of the State of Utah. Any Lot Owner by the act of renting or leasing his Lot shall be deemed to have consented to these procedures and shall indemnify and save harmless the Management Committee and the manager from and against any and all liability there for. It is expressly understood that the remedies available to the Management Committee or manager shall include but not be limited to the right to seek eviction of the tenant without any liability to the Lot Owner.

9. Office. The office of the Project and of the Management Committee shall be located at the Project or at such other place as may be designated from time to time by the Management Committee.

10. Accounting.

10.1. The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the treasurer.

10.2. At the close of each fiscal year, the books and records of the Association shall be reviewed by an independent public accountant approved by the Management Committee. A report of the review shall be prepared and submitted to Lot Owners at or before the next annual meeting of the Association. In the event that at the Owners of least two-thirds of the percentage of undivided interest in the Common Areas and Facilities voted at a meeting vote to do so for any year, a certified audit by a Certified Public Accountant shall be obtained by the Management Committee.

10.3. The books and accounts of the Association shall be available for inspection at the office of the Association by any Lot Owner or his Mortgagee or their authorized representative during regular business hours at the expense of the inspecting party.

11. Special Committees.

The Management Committee by resolution may designate one or more special committees, each committee to consist of two or more Lot Owners, which to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Management Committee. Such special committees shall keep regular minutes of their proceedings and report the same to the Management Committee when required. The members of such special committee or committees designated shall be appointed by the Management Committee. The Management Committee may appoint Lot Owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

1 2. Management Rules and Regulations.

The Management Committee shall have the right to adopt and amend such rules and regulations as may be authorized by the Act and the Declaration for the purpose of governing the details of the operation and use of the Common Areas and Facilities and setting forth restrictions on, and requirements respecting the use and maintenance of Lots and Limited Common Areas and Facilities. Copies of the rules and regulations shall be provided for each Lot Owner prior to the time the same shall become affective.

1 3. Amendment of Bylaws.

Except as otherwise provided in the Declaration or the Act, these Bylaws may be amended by approval of Lot Owners who own at least 75 % of the aggregate of the percentage of undivided interest in the Common Areas and Facilities in the Project. Upon such approval, the Management Committee shall acknowledge the amended Bylaws, setting forth the fact of the required approval of the Lot Owners and the amendment shall be effective upon recording. Any material amendment to these Bylaws, however, including, but not limited to, any amendments which might affect or change the percentage interest of Lot Owners in the Common areas (other than as allowed by Article XIV of the Declaration) must also be approved in writing by 75 percent of all Mortgagees of the individual Lots (based on one vote for each Mortgage).

14. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

15. Captions.

The captions herein are inserted only as a matter of convenience and for references and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

16. Effective Date.

These Bylaws shall take effect upon recording of the Declaration of which they are a part and are attached.

Salt Lake County Planning & Development Services

STAFF REPORT

Executive Summary									
Hearing Body:	Millcreek Township Planning Commission								
Meeting Date and Time:	Wed. September 11, 2013	04:00 PM	**File No:**	2	8	6	1	3	
Applicant Name:	Mitchell Spence	**Request:**	Conditional Use						
Description:	Historic Renovation								
Location:	1475 E. Murphy's Lane								
Zone:	R-1-8 Residential Single-Family	Any Zoning Conditions?	Yes ☐	No ☑					
Planning Commission Rec:	Not Yet Received								
Community Council Rec:	Not yet received								
Staff Recommendation:	Approval								
Planner:	Lyle Gibson								

1.0 BACKGROUND

1.1 Summary

The Gardner Home and Mill Site was built by Robert Gardner in 1848 and is the oldest-standing home in Utah. The property is listed under section 19.86.020 of the Salt Lake County Ordinance as a designated historic home site.

The applicant, Mitchell Spence, is requesting approval to do a strategic renovation of the historic home. The intended purpose behind the project is to preserve and secure the integrity of the original structure and to update the electrical and plumbing to be in line with current code and livability standards.

The intent of the owner is to keep the use of the home as a single family residence. The home will not be open to walk up tours, however the owner may invite small groups by appointment to tour the structure by invitation only.

Section 19.86.010 states that planning commission approval is required for all modifications to historical sites. The commission is to ensure the preservation of sites with special historical, architectural, or aesthetic value which are unique and irreplaceable assets.

1.2 Hearing Body Action

This application for Conditional Use Permit is on the Millcreek Township Planning Commission agenda for hearing and decision. The Commission's decision is a preliminary approval. The Final Conditional Use Permit will be issued by staff once all technical issues are resolved with the final site plan and other requirements.

1.3 Neighborhood Response

No response from the neighborhood has been received as of the date of this report. 8/28/2013

1.4 Community Council Response

The Millcreek Community Council has this item on their agenda for discussion at their meeting on September 3, 2013. Their comments and any recommendations will be passed along to the Millcreek Township Planning Commission at the hearing scheduled for September 11, 2013.

2.0 ANALYSIS

2.1 Applicable Ordinances

Section 19.84.060 of the Conditional Use Chapter of the Zoning Ordinance establishes five standards to be used in evaluating Conditional Use applications. The Planning Commission must find that all five of these standards have been met before granting approval of an application. Based on the foregoing analysis, Staff suggests the following:

Criteria Met		Conditional Use Criteria and Evaluation
YES ☒	NO ☐	Standard `A': *The proposed site development plan shall comply with all applicable provisions of the Zoning Ordinance, such as parking, building setbacks, building height, etc.*
		The proposed project meets the criteria as the structure itself is not being enlarged. The home as it currently exists complies with current parking, setback, and building height requirements and therefore complies with the provisions of the zoning ordinance and the RCOZ overlay zone. Do to the age of the home in particular, but also the detached garage, the property would likely receive a legal non-conforming status for anything that may not comply with the zoning ordinance due to their established use and no history of complaints or issues within the Planning and Development Services Office.
YES ☒	NO ☐	Standard `B': *The proposed use and site development plan shall comply with all other applicable laws and ordinances.*
		With recommended conditions herein, the proposed plan will comply with all other applicable laws and ordinances. This shall include meeting all reviewers and agency requirements through the Technical Review Process.
YES ☒	NO ☐	Standard `C': *The proposed use and site development plan shall not present a traffic hazard due to poor site design or to anticipated traffic increases on the nearby road system which exceed the amounts called for under the County Transportation Master Plan.*
		It is not anticipated that this project will increase traffic beyond the capacity of Murphy's Lane at this location. The plan will have to comply with all requirements of the County Transportation Engineer prior to final approval. As of the date of this report 8/29/2013, the site plan review and analysis by the traffic engineer has not been completed.

YES	NO	
☒	☐	Standard `D': *The proposed use and site development plan shall not pose a threat to the safety of persons who will work on, reside on, or visit the property nor pose a threat to the safety of residents or properties in the vicinity by failure to adequately address the following issues: fire safety, geologic hazards, soil or slope conditions, liquefaction potential, site grading/ topography, storm drainage/flood control, high ground water, environmental health hazards, or wetlands.*
		The subject property is located within a moderate liquefaction area. A geotechnical report would be suggested but not required based on the extent of work being performed. As the home has been on site and is still standing after over 150 years it is the opinion of the staff the there are no threats to the safety of those who work on, reside in, or visit the property due to the conditions of the site. A geological hazards disclosure will be required to be filed on the property, this would be verified by staff during the technical review process.
YES	NO	Standard `E': *The proposed use and site development plan shall not significantly impact the quality of life of residents in the vicinity.*
☒	☐	
		With recommended conditions herein, the proposed use should not impact quality of life for surrounding residents in the vicinity. The proposed use, is consistent with existing uses on adjacent properties and in the vicinity.

2.2 Zoning Requirements

19.86.010 Purpose

This chapter is enacted to preserve sites with special historical, architectural or aesthetic value which are unique and irreplaceable assets. To accomplish this purpose, planning commission approval is required for all modifications to historical sites.

19.86.030 Conditional use permit required.

A. A conditional use permit is required for any modifications to a historic site or structure, including modifications to the landscaping, fencing or appearance of any lot, or demolition, construction, alteration, relocation, improvement or conversion of a historic site.

B. Applications for a conditional use permit on a historic site shall be made in the manner and subject to the procedures and requirements set forth in Chapters 19.78 and 19.84 of this title. To the extent that the requirements of this chapter and Chapters 19.78 and 19.84 are inconsistent, the requirements of this chapter shall prevail.

19.86.050 Site modification.

The planning commission may modify all yard, parking, landscaping, height and other requirements of the base zone, as necessary to fulfill the purpose of this chapter. In so doing, the nature and character of adjacent properties shall be considered to ensure that the health, safety, convenience and general welfare will not be impaired. The planning commission may establish development criteria to control impacts associated with the heaviest permitted use in the base zone, including, but not limited to, noise, glare, dust or odor.

19.86.060 Additional uses for historic sites.

A. Residential, Forestry and Agricultural Zones. The planning commission may approve any of the following uses for a historic site in addition to the permitted and conditional uses allowed in the agricultural, forestry or residential zone in which the site is located:

1. Antique shop;

2. Art shop;

3. Boardinghouse;

4. Child nursery;

5. Dental office or clinic;

6. Dwelling, single, two, three, four or multiple-family;

7. Nursing home;

8. Office;

9. Private educational institution;

12. Reception centers;

13. Restaurant;

14. Other uses of similar intensity to the above.

2.3 Other Agency Recommendations or Requirements

Building

1. The understanding is that the use/occupancy of the building is to remain a single family dwelling.
2. Building permits need to be obtained for the remodel/restoration work that is going to be done to both the home and the detached garage. At time of building permit application, please provide two copies of complete plans for the work that is to be done including (but not limited to) the HVAC design information and engineering for the structural repairs.

Geology

The site sits on moderate liquefaction zone and is in a fault special study area. While not required, it would the applicant may consider having a geotechnical evaluation performed to assess and give recommendations for seismic hazard. Applicant may also include liquefaction analysis in report. Mapped Silty clay soils may be potential hazard.
Disclosure statement regarding liquefaction potential must be filed with the county.

Other Agencies

Unified Fire Authority has reviewed the Project. No additional recommendations or approval conditions were received from UFA.
As of the date of this report, Planning staff hot not received reviewer comments from Urban Hydrology, Traffic, Engineering, and Grading. A representative of the Utah Heritage Foundation has also been asked to provide input on the project. As of the date of this report Salt Lake County Planning and Development Services staff has not received any additional information from the Foundation.

2.4 Other Issues

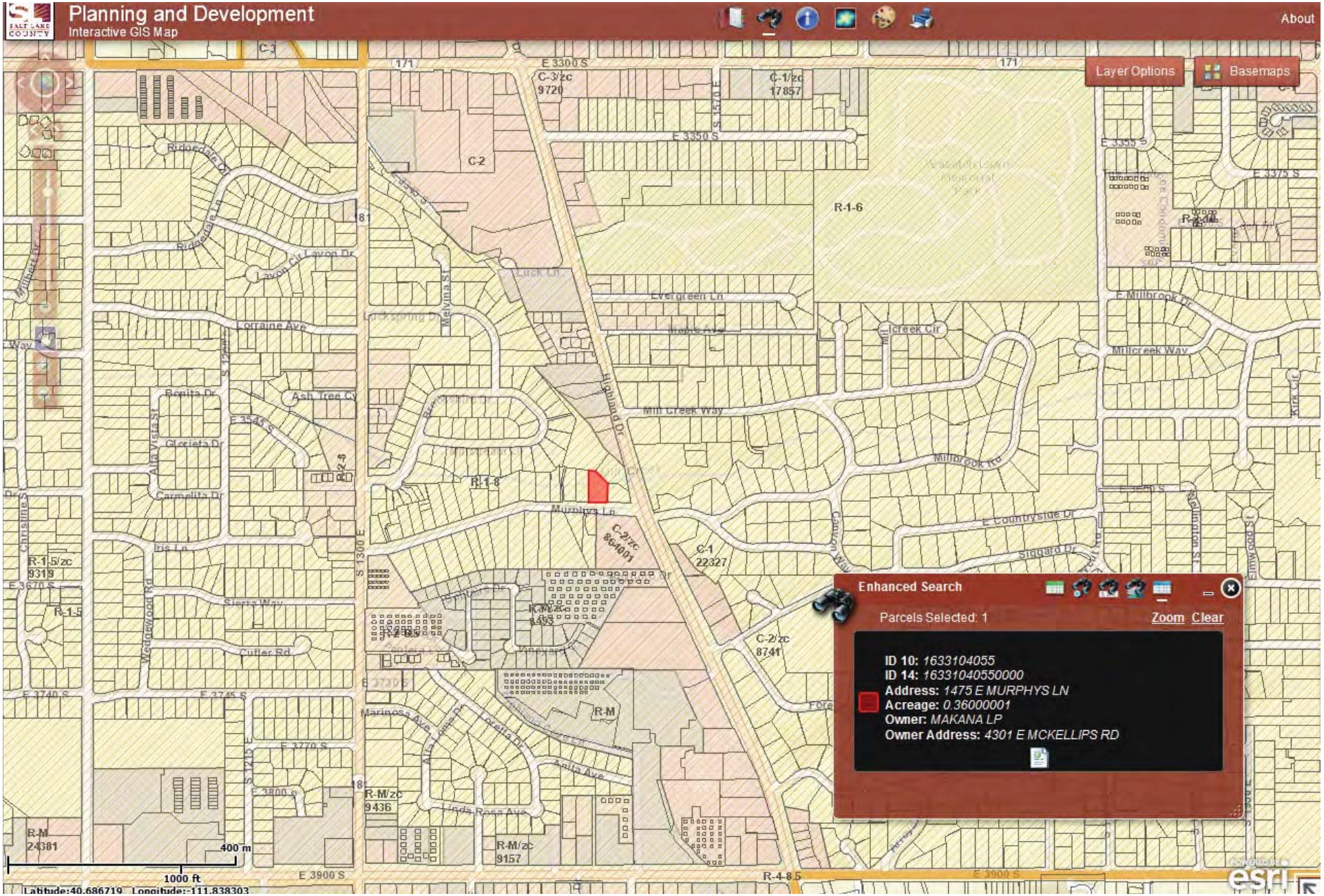
The property directly east of this home is owned by Salt Lake County. Nothing is officially in the works, but concepts have been talked about in the past and are being brought back to life about possibly making this location a park to highlight the historic site. If anything comes about regarding this idea a separate application would be filed and brought to the community during the review process.

3.0 STAFF RECOMMENDATION

3.1 Staff recommends APPROVAL of the proposed Conditional Use .

3.2 Reasons for Recommendation

1) The scope of work proposed by the applicant is in harmony with the purpose of section 19.86 of the Salt Lake County Ordinance - Historic Preservation.
2) Work done to the project will not only preserve the character of the building but should enhance the lifespan of the building ensuring it remains in the community.
3) The technical review or building permit process will be able to address any specific issues in regards to site and structural safety and preservation of the structure.


Planning and Development
Interactive GIS Map
About
Layer Options
Basemaps
Enhanced Search
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Zoom
Clear
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ID 14: 16331040550000
Address: 1475 E MURPHYS LN
Acreage: 0.36000001
Owner: MAKANA LP
Owner Address: 4301 E MCKELLIPS RD
E 3300 S
E 3350 S
E 3900 S
Highland Dr
Murphys Ln
Mill Creek Way
Millbrook Rd
Millcreek Way
Evergreen Ln
Lorraine Ave
Ridgedale Dr
Lavon Dr
Melvina St
Ash Tree Cv
Bonita Dr
Gloriata Dr
Carmelita Dr
Iris Ln
Sierra Way
Cutler Rd
Wedgewood Rd
Marinosa Ave
Linda Rosa Ave
Anita Ave
Countryside Dr
Siggard Dr
Canyon Way
Millcreek Cir
Luck Ln
C-3
C-2
C-3/zc 9720
C-1/zc 17857
R-1-6
R-1-8
C-2/zc 8640
C-1 22327
C-2/zc 8741
R-1-5/zc 9319
R-1-5
R-M
R-M/zc 9436
R-M/zc 9157
R-M 24381
R-4-8.5
400 m
1000 ft
Latitude:40.686719 Longitude:-111.838303
esri

Gardner Home

1475 E Murphy's Lane
R-1-8 Residential Single-Family

Historic Property Restoration

preformed by: 123Redfish Renovations
lis# 6214835-5501
64 E 6400 S Suite 100
Salt Lake City, 84107
attn: Mitch Spence 801.380.5691

Utah Historic Site signage on property

Looking north

Looking east on Murphy's Lane.

Gardner Historic Garage

Rear of property

Rear of property

East side rear of property

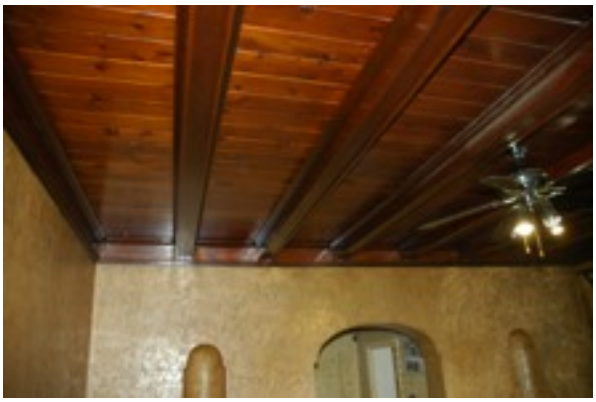
East side of property

Restoration Work Needed to Exterior of Property

Above are samples from different parts of the exterior. Adobe to be patched and refaced to maintain the adobe look. There will be no noticable repair after completed.

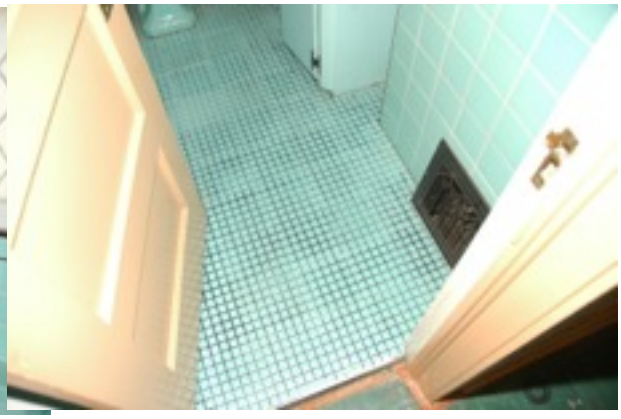
Exterior wood details that have decayed and have suffered from dry rot will be replaced with identical matching pieces. All home body and trim colors to be exact color match. No features will be added to the exterior of the property.

Interior of Property: Front Room



Interior of Property: Front Bedroom

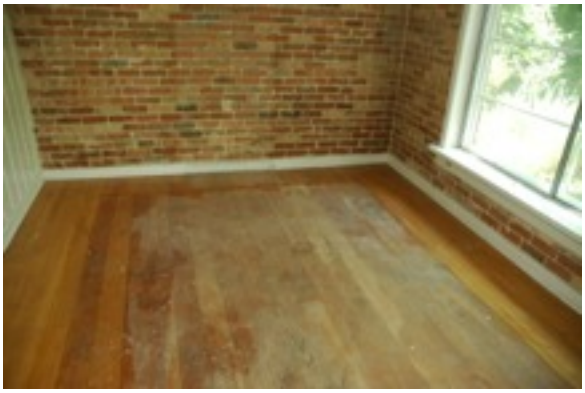
Interior of Property: Bathroom



Interior of Property: Rear Bedroom

Interior of Property: Kitchen Area

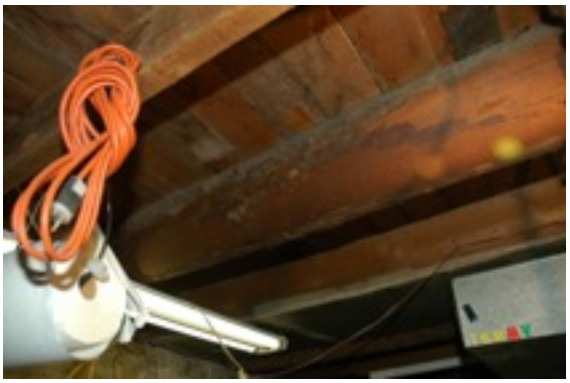
Interior of Property: East Living Room



Interior of Property: Back Mud Room

Interior of Property: Basement

Interior of Property: Basement



Interior of Property: Basement

Scope of Work

Property:

Historic Gardner Property
1475 E Murphy's Lane
Salt Lake City, UT
Parcel # 16-33-104-055

BEG S 797.17 FT & E 1280.79 FT FR NW COR LOT 6, BLK 23, 10 AC PLAT A, BIG FIELD SUR; N 169.04 FT; S 80^00' E 39.50 FT; S 45^00' E 102 FT; E 0.87 FT; S 1^55'47" W 93.68 FT; N 88^06'51" W 108.80 FT TO BEG. 0.3578 AC. 7116-1102, 1100 7190-2189 6405-876 7190-2192 7190-2192 8979-6995 9134-4893

Property Owner:

Elbert Gardner
Makana, LP
4301 E McKellops Rd.
Mesa, AZ 15264

Contractor:

Mitch Spence
123Redfish Renovations, LLC
Lisc. # 6214835-5501
64 E 6400 S Suite 100,
Salt Lake City, UT 84107

SCOPE OF WORK

The historic Gardner home was built by Robert Gardner in 1848 and is the oldest-standing home in Utah. This proposal is for a strategic renovation to this single-family residence for a two-fold purpose:

1) to preserve and secure the integrity of the original structure; and,
2) to update the electrical and plumbing features in line with modern-day code and livability standards.

The owners desire to update the home by installing specific systems designed to ensure that the home and property will be secure for many years to come. It is anticipated that the owner will periodically occupy the home during the remodel.

The proposed scope of work is detailed below.

MAIN FLOOR INTERIOR

Plumbing:

- Remove all existing plumbing, drain and water lines and install new lines that will be concealed from view.
- Maintain existing bathroom in same location while replacing only the water lines, supply lines and tub drain lines with new lines.
- Install a small tankless water heater that will be used for the bathroom, kitchen and washing machine.
- Install laundry drain and supply lines into small bedroom closet. The laundry closet will be 24”x 24” to accommodate a small stackable unit with a floor drain.
- Remove and replace all kitchen plumbing.
- Install new farm style sink in kitchen.
- Install one freeze-less hose bib on west of home to replace the existing one.

Electric:

- Install new main panel underground (electrical will come up the driveway to a concealed main panel on the northwest side of the property). This is being done to update the electrical supply in line with current codes and will also allow us to conceal all visible power and electrical wires.
- Install new sub-panel at location noted on plans.
- Remove all electrical wiring and install new 12- and 14-guage wire to all switches and plugs. All work will be done through access from under the floor or through the attic.
- Install new low-voltage lighting in specific locations as noted on plans. All lighting that will be visible will be time-specific to the house. New lighting will be concealed.

Mechanical Systems:
A completely new system is going to be installed due to the efficiency factor, but also for the ability to maintain a constant temperature of 70' year round with 28% humidity. These settings will ensure the integrity of in home.

- Remove all systems currently in the basement of the home.
- Remove all existing ductwork, insulation and other debris associated with installation of previous furnace system.
- Install new furnace (Lennox Signature XLB98+ furnace).
- Install new AC unit (Lennox Signature XC25).
- Install new air filtration system.
- Install all new ducting through the attic so no ducting or lines will be visible.

Kitchen:

- Remove, refurbish and reinstall all cabinets in their current location.
- Install new-time period farm style sink
- Install new custom time-period base cabinets.

Framing:

- Remove a non-weight-bearing wall in the original structure to bring perspective to the size of the original home. (This wall was added to the home sometime during the 1960s.)
- Reframe shed roof over east room to correct the negative slope. This will go right over the current roof so it does not disturb any aspect of the current roof. The new roof surface will be a tan colored TPO or other PVC type of product that does not attract attention.
- Install a platform for new furnace to sit on in the attic.
- Fur out exterior walls 1" in the bedrooms to allow ridged form insulation.

Drywall:

- Repair all visible water damage.
- Repair ceilings that will be removed due to extensive cracking.
- Repair all wall cracks with a flexible plaster type product.
- Sheet exterior walls in bedrooms that we furred out for insulation.

Finish Work:

- Repair and reinstall all finish work that needs replacing. All repairs will be made with exact replica products in order to look the same as original base, case, molding, trim etc.
- Repair all areas where crown and trim have had water damage. All repairs will be made with exact replica products in order to look the same as original base, case, molding, trim etc.

Flooring:

- Remove vinyl floor and replace gaps to match with antiquated white oak from original home. New pieces will be laced into existing flooring in order that all refinished flooring will tie in with the natural color so the entire house is consistent with antiquated white oak color and style. (The entire house currently has 2-¼ inch white oak flooring except for the kitchen area that has vinyl flooring.)
- Patch any necessary tile areas in the bathrooms. All tile color and style will not be touched and will remain the same.

BASEMENT INTERIOR:

This is the heart of the home. The adobe basement ceiling-joists are made out of dimensional lumber and also logs that were harvested from the original mill when it was in operation. In tandem with the overall proposal for the home, we intend to preserve the integrity and historicity of the basement while updating key features.

- Remove and update furnace and all ducting.
- Remove and update all plumbing lines and drains.
- Remove and update all electrical wires. (The lighting and electrical in this area have been a challenge; therefore, the owners and contractors desire to have it completely concealed. All lighting is designed to showcase the incredible history and antiquated features of this home.)
- Repair stonewalls with original rocks and custom mixed grout. (All rock and brick repair will be preformed by Abstract Masonry who are nationally recognized masons. This room is going to be returned into a museum quality area with all of the original history since this adobe is the heart of the home.)

Exterior:

Exterior of Home:

The exterior of the home has the most noticeable wear from the elements. Due to the different slopes on the roof, water has been running down the house causing substantial deterioration to the adobe brick. There has also been significant dry rot to wood details around the home (see photos).

Adobe Brick:

- Remove all parts of the adobe that is crumbling and has had patching in the past.
- Repair adobe brick with a special mix that is designed to harden the soft brick. They will be re tooled to look like the existing adobe bricks.
- The brick will be repainted the exact same color with an elastomer UV paint to ensure it is properly protected.

Trim, Fascia/Soffit and Rain Gutters:

- Repair trim that has deteriorated and pulled away from the house. This will be replaced with exact trim the exact dimensions as the current trim. Ensuring the same look.
- Repainting the trim the exact color currently.
- Repairing fascia/soffit with the same dimension wood trim. This will look the exact same as the current trim.
- Installing time accurate rain gutters. This will ensure the protection of the exterior for years to come.

Roof:

- Remove existing swamp cooler and repair the roof that was replaced 4 years ago by the previous owner with the exact color and type of shingle.
- Replace shed roof over east room. This roof will be reframed at a steeper pitch to ensure there will be no water issues. The new surface will be a TPO or PVC type product that will match the existing roof on the main portion of the house.

Stone Work:

- Repair areas around the house where the stones have fallen off of the house. The stones that fell out will be the exact stones used. A special grout will be made to match the exact color and texture of the existing grout.

Detached Garage:

The garage has a rich history. It came from a home that was built at the exact time as the Gardner Home across by one of Albert Gardner's brothers. In the 30's the home was demolished and the adobe bricks were brought across the street and used to build the present 2-car garage. Due to the age of the adobe and it never having been sealed, there has been significant compromise to the portions of the exterior.

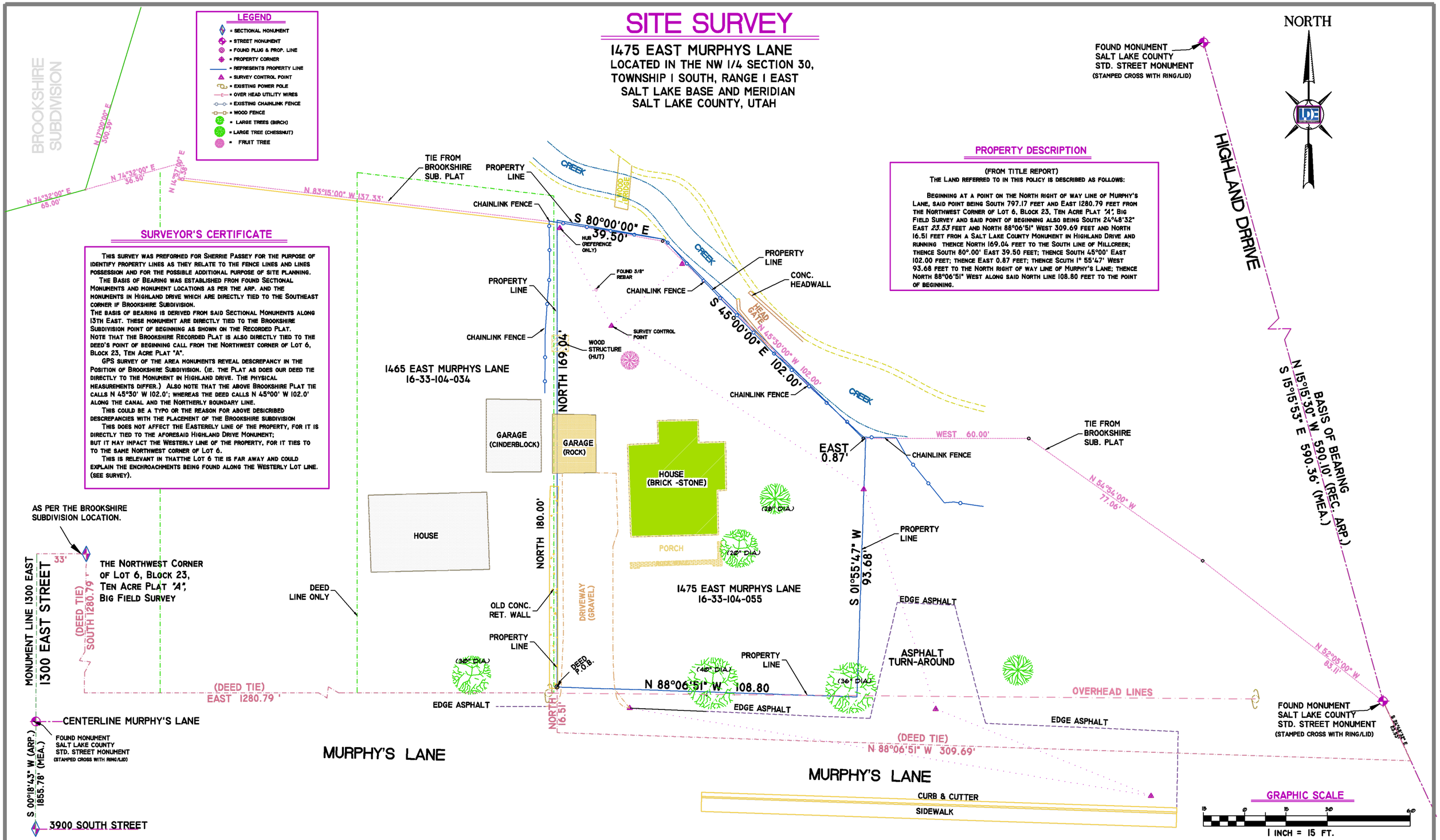
- Replace existing adobe brick with exact brick that is on a pallet in the garage and that will also be harvested from the west garage wall along the property line.
- Repair the west garage wall along the property line that has deteriorated (see garage photos). The exterior of the wall will be resided with a cement type product to eliminate future maintance issues.
- Reseal the exterior adobe with a special clear poly resin that is designed to strengthen and seal the adobe brick while also encapsulating the adobe and eliminate any future compromise to the integrity.
- Repair all siding on the garage with exact dimensions to match the current siding.
- Repair both garage doors so they are fully operable.
- Repair all cedar shingles with new aged cedar shingles.
- Install rain gutter along east roof edge to protect structure from any future water damage.

Landscape:
The Gardner Home landscape had not been maintained for many years when current owner, Al Gardner, purchased the property. At that time they came in and removed a lot of the growth that had occurred. The owner had hired Peter Betton of Colony Design Collective to develop and design a landscape scheme that will highlight the many important features of this unique property and also blend what Salt Lake County will be doing to the property to the east. Salt Lake County is going to be installing a park on that will also be designed by Colony Design Collective. This will ensure the continual harmony between both properties.

SUMMARY:
The greatest level of craftsmanship is going to be exhibited with this project in order to preserve both the integrity and the historicity of the home while updating key features. This proposed update is timely to ensure that the rich historical features and non-replaceable aspects of this project are not compromised by continual wear and tear of the elements on this home. The owners realize they have a very critical window to make sure that this home is restored and preserved to extend the benefit of this historical home for many years to come.

SITE SURVEY

1475 EAST MURPHYS LANE
LOCATED IN THE NW 1/4 SECTION 30,
TOWNSHIP 1 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
SALT LAKE COUNTY, UTAH



PROPERTY DESCRIPTION

(FROM TITLE REPORT)
THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF MURPHY'S LANE, SAID POINT BEING SOUTH 797.17 FEET AND EAST 1280.79 FEET FROM THE NORTHWEST CORNER OF LOT 6, BLOCK 23, TEN ACRE PLAT *"A"*, BIG FIELD SURVEY AND SAID POINT OF BEGINNING ALSO BEING SOUTH 24°48'32" EAST *23.53* FEET AND NORTH 88°06'51" WEST 309.69 FEET AND NORTH 16.51 FEET FROM A SALT LAKE COUNTY MONUMENT IN HIGHLAND DRIVE AND RUNNING THENCE NORTH 169.04 FEET TO THE SOUTH LINE OF MILLCREEK; THENCE SOUTH 80°.00' EAST 39.50 FEET; THENCE SOUTH 45°00' EAST 102.00 FEET; THENCE EAST 0.87 FEET; THENCE SCUTH 1° 55'47' WEST 93.68 FEET TO THE NORTH RIGHT OF WAY LINE OF MURPHY'S LANE; THENCE NORTH 88°06'51" WEST ALONG SAID NORTH LINE 108.80 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PREFORMED FOR SHERRIE PASSEY FOR THE PURPOSE OF IDENTIFY PROPERTY LINES AS THEY RELATE TO THE FENCE LINES AND LINES POSSESSION AND FOR THE POSSIBLE ADDITIONAL PURPOSE OF SITE PLANNING.

THE BASIS OF BEARING WAS ESTABLISHED FROM FOUND SECTIONAL MONUMENTS AND MONUMENT LOCATIONS AS PER THE ARP. AND THE MONUMENTS IN HIGHLAND DRIVE WHICH ARE DIRECTLY TIED TO THE SOUTHEAST CORNER IF BROOKSHIRE SUBDIVISION.

THE BASIS OF BEARING IS DERIVED FROM SAID SECTIONAL MONUMENTS ALONG 13TH EAST. THESE MONUMENT ARE DIRECTLY TIED TO THE BROOKSHIRE SUBDIVISION POINT OF BEGINNING AS SHOWN ON THE RECORDED PLAT.

NOTE THAT THE BROOKSHIRE RECORDED PLAT IS ALSO DIRECTLY TIED TO THE DEED'S POINT OF BEGINNING CALL FROM THE NORTHWEST CORNER OF LOT 6, BLOCK 23, TEN ACRE PLAT "A".

GPS SURVEY OF THE AREA MONUMENTS REVEAL DESCREPANCY IN THE POSITION OF BROOKSHIRE SUBDIVISION. (IE. THE PLAT AS DOES OUR DEED TIE DIRECTLY TO THE MONUMENT IN HIGHLAND DRIVE. THE PHYSICAL MEASUREMENTS DIFFER.) ALSO NOTE THAT THE ABOVE BROOKSHIRE PLAT TIE CALLS N 45°30' W 102.0'; WHEREAS THE DEED CALLS N 45°00' W 102.0' ALONG THE CANAL AND THE NORTHERLY BOUNDARY LINE.

THIS COULD BE A TYPO OR THE REASON FOR ABOVE DESICRIBED DESCREPANCIES WITH THE PLACEMENT OF THE BROOKSHIRE SUBDIVISION

THIS DOES NOT AFFECT THE EASTERELY LINE OF THE PROPERTY, FOR IT IS DIRECTLY TIED TO THE AFORESAID HIGHLAND DRIVE MONUMENT; BUT IT MAY IMPACT THE WESTERLY LINE OF THE PROPERTY, FOR IT TIES TO TO THE SAME NORTHWEST CORNER OF LOT 6.

THIS IS RELEVANT IN THATTHE LOT 6 TIE IS FAR AWAY AND COULD EXPLAIN THE ENCHROACHMENTS BEING FOUND ALONG THE WESTERLY LOT LINE. (SEE SURVEY).

SCALE:	AS SHOWN
DATE:	AUG. 15, 2012
DRAWN BY:	R.K.J./C.F.B.
SURVEY BY:	R.K.J/S.M.
CHECKED BY:	C.F.B.
JOB #: R- 30- 2002	SL. COUNTY, UTAH

LAND DESIGN ENGINEERING
P.O. BOX 701168
SALT LAKE CITY, UTAH 84170-1168
OFFICE: (801) 495-2541
FAX: (801) 606-2752

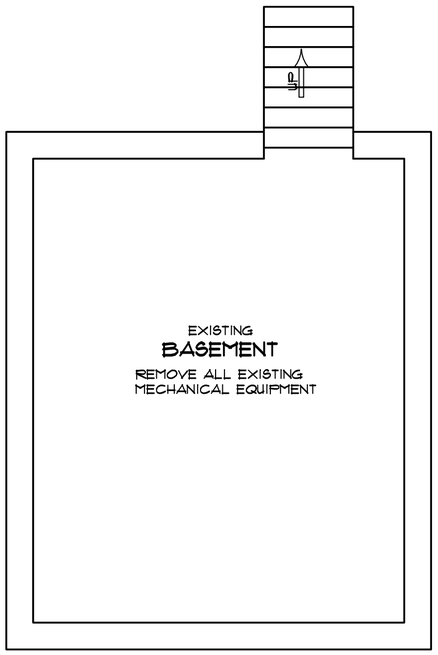
LAND DESIGN ENGINEERING L.L.C.

* PLANNING
* ENGINEERING
* SURVEYING

SITE SURVEY FOR:
SHERRII PASSEY
1475 EAST MURPHYS LANE
SALT LAKE COUNTY, UTAH

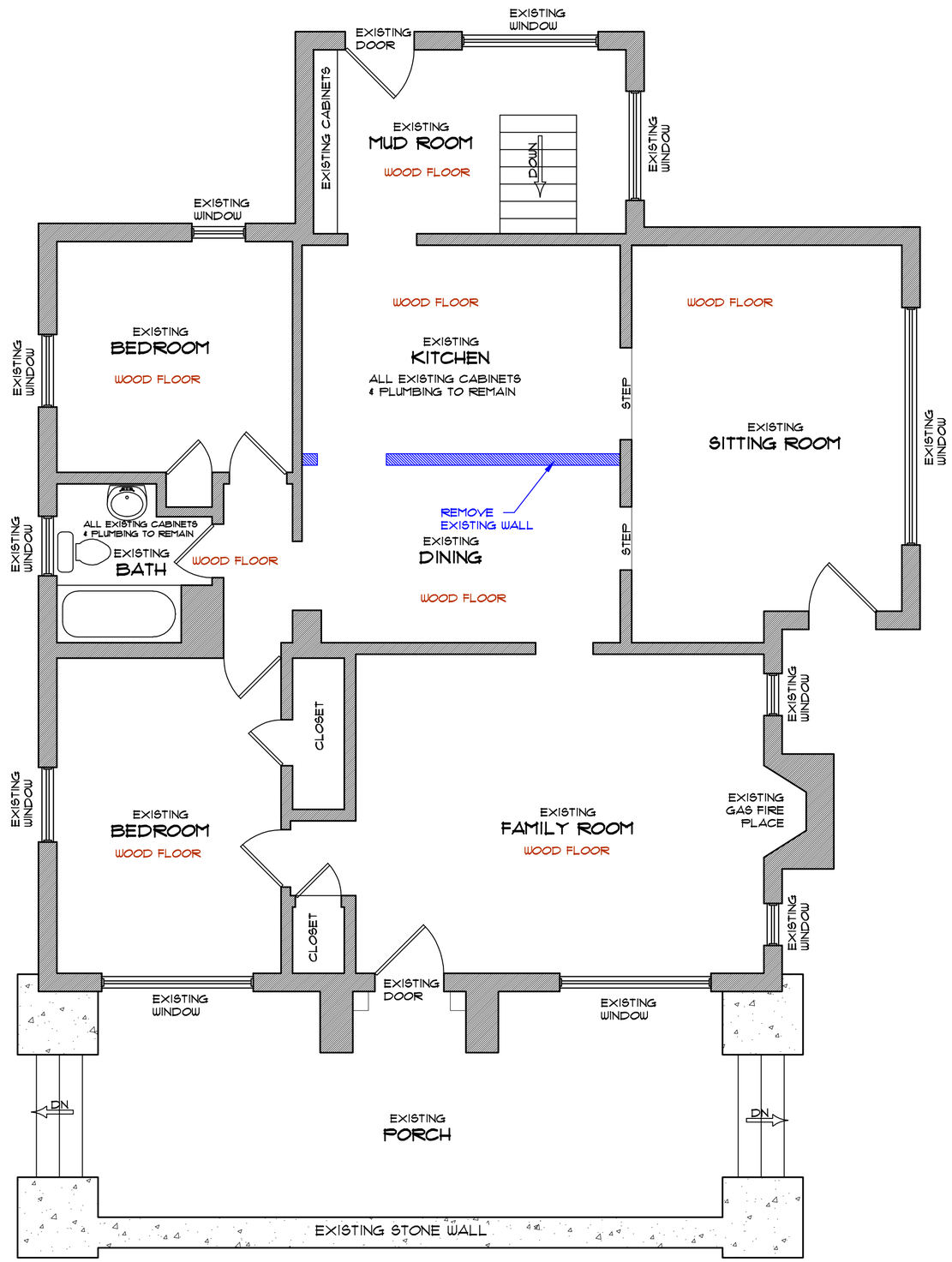
SITE SURVEY
SHERRII PASSEY
1475 EAST MURPHYS LANE
SALT LAKE COUNTY, UTAH

SHEET 1 OF 1
PRELIMINARY
(8-15-2012)



EXISTING BASEMENT PLAN

SCALE: 1/4"=1'-Ø"



EXISTING MAIN FLOOR PLAN

SCALE: 1/4"=1'-Ø"

= REMOVE EXISTING WALL

1475 E. MURPHYS LANE
SALT LAKE CITY

REMODEL

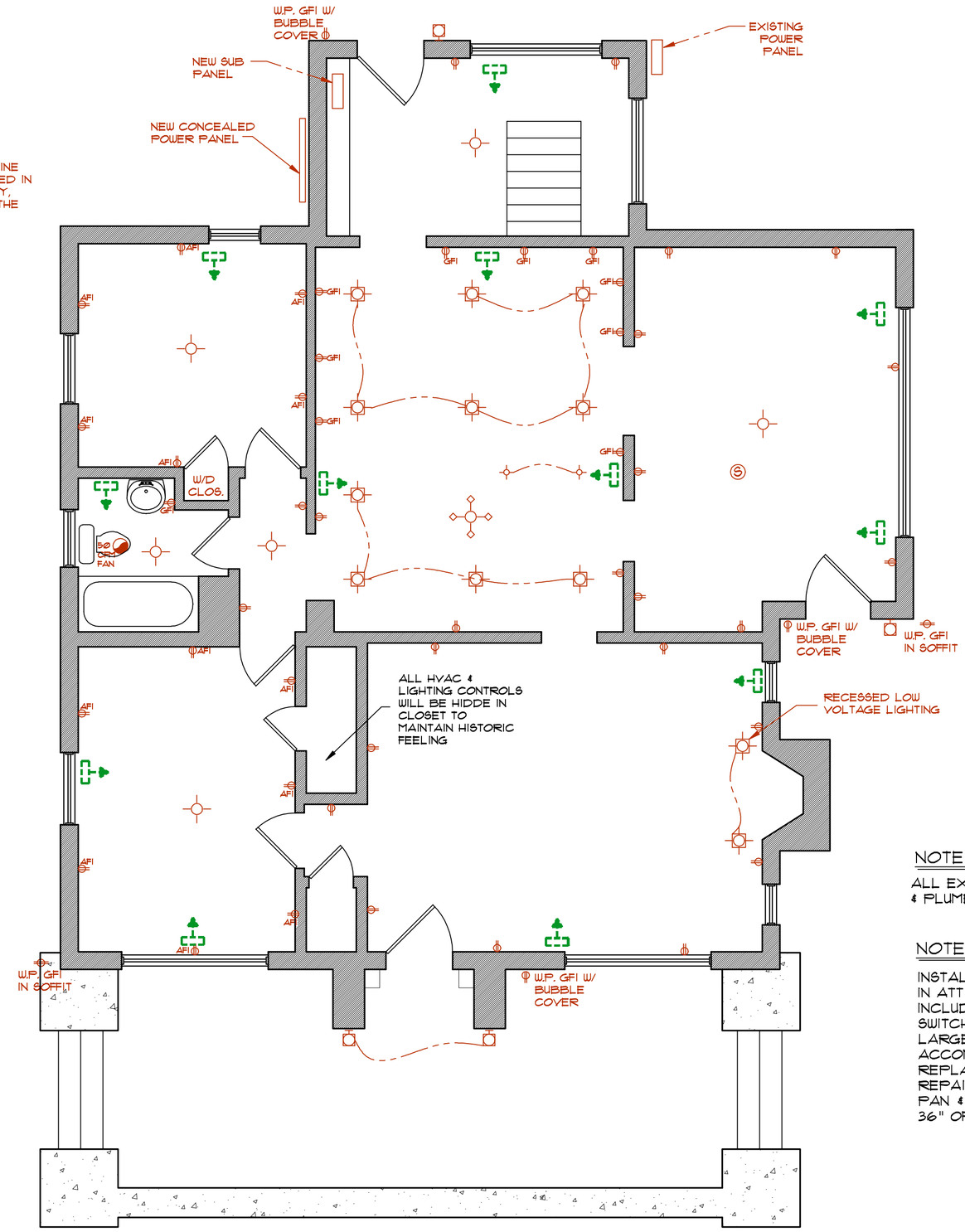
REED FISHER

DATE:
AUG 2Ø13

SHEET #
1 OF 2

NOTE:

NEW POWER LINE WILL BE BURIED IN THE DRIVEWAY, LEADING TO THE STREET



ELECTRICAL LEGEND

- $ - SINGLE POLE SWITCH
- $3 - DOUBLE POLE SWITCH
- $4 - TRIPLE POLE SWITCH
- CEILING FIXTURE
- RECESSED FIXTURE
- DROP DOWN PENDENT LIGHT
- (S) - SMOKE ALARM WIRE IN SERIES WITH BATTERY BACKUP
- (CO) - CARBON MONOXIDE DETECTOR ONE PER LEVEL-WIRE IN SERIES WITH BATTERY BACKUP
- OUTLET RECEPTACLE
- GFI - GROUND FAULT INTERRUPTER OUTLET
- AFI - ACR FAULT INTERRUPTER OUTLET
- WP GFI - WEATHER PROOF G.F.I. OUTLET W/ BUBBLE COVER
- INTERIOR WALL SCONCE FIXTURE
- EXTERIOR WALL SCONCE FIXTURE
- 50 C.F.M. CEILING FAN
- 220 OUTLET RECEPTACLE
- EXTERIOR MOTION SENSOR
- CEILING LIGHT/FAN COMBINATION
- CHANDELIER

NOTE:

ALL NEW LOW-VOLTAGE LIGHING, ALL TO BE CONCEALED

NOTE:

ALL PLUMBING WILL BE UPGRADED & NEW TANKLESS WATER HEATER INSTALLED

NOTE:

ALL EXISTING CABINETS & PLUMBING TO REMAIN

NOTE:

INSTALL NEW FURNACE IN ATTIC (PER CODE). INCLUDE LIGHT & SWITCH, ATTIC ACCESS LARGE ENOUGH TO ACCOMIDATE FURNACE REPLACEMENT & REPAIR (PER CODE), PAN & DRAIN, & GFI W/IN 36" OF FURNACE

MAIN FLOOR ELECTRICAL PLAN

W/ NEW HEAT REGISTER LOCATIONS

(HEAT REGISTERS IN CEILING)

SCALE: 1/4"=1'-0"

1475 E. MURPHYS LANE
SALT LAKE CITY

REMODEL

REED HISTORIC

DATE: AUG 2013

SHEET # 2 OF 2

Salt Lake County Planning & Development Services

STAFF REPORT

Executive Summary								
Hearing Body:	Millcreek Township Planning Commission							
Meeting Date and Time:	Wed., September 11, 2013	04:00 PM	**File No:**	2	8	6	0	1
Applicant Name:	Elias Haddad	**Request:**	Zone Change					
Description:	C-1 (Neighborhood Commercial) to C-2 (Community Commercial)							
Location:	2905 East 4430 South							
Zone:	C-1 Neighborhood Commercial	Any Zoning Conditions?	Yes ☐	No ☑				
Community Council Rec:	Not yet received							
Staff Recommendation:	Approval							
Planner:	David J. Gellner, AICP							

1.0 BACKGROUND

1.1 Summary

The applicant, Elias Haddad is requesting Approval of a Zone Change from the C-1 (Neighborhood Commercial) zone to the C-2 (Community Commercial) zone in order to allow for additional uses on the subject property. The subject property is developed and contains an existing (currently Sinclair) gas station and a small convenience store. The applicant would like to legally establish a neighborhood rental facility for U-Haul type trucks as a supplement to the existing business. This type of facility is not allowed in a C-1 zone but would be allowed by the C-2 zoning designation.

This application came in as a result of a Code Enforcement action relating to the present lessee of the site having U-Haul trucks for rent and displayed on the subject property which is not allowed within the C-1 zoning designation. A zoning designation of C-2 would however allow the use as it falls in line with several uses listed as Conditional in the C-2 zone including: 1) agency for the rental of motor vehicles, trailers and campers; and, 2) transfer company. **It should be noted that this application is for the rezone of the property to a C-2 designation and that any subsequent intensification of use, including the proposed use of property for rental trucks which led to the Code Enforcement action would need to follow the Conditional Use process for review and approval after a Conditional Use Application was submitted.**

The applicant has provided a letter outlining the reasons for this request including the need for such a use in the neighborhood, and the difficulty of maintaining a viable gas station/convenience store at this location given the neighboring commercial use. A copy of this letter is included with the staff report.

1.1.2 Existing Conditions

Property Area and Site Improvements

The subject property is composed of 2 parcels that total approximately 0.37 acres. The larger parcel is 0.32 acres while the smaller parcel is 0.05 acres. The property is zoned C-1, Neighborhood Commercial and has been developed as a gas station and convenience store that has operated under several different

company banners. The current gas station was approved in 1999, and replaced an existing automotive service center which previously existed at this site. Planning department records and history show that approval for additions to that previous automotive service center date back to at least the year 1967 with a canopy addition for a site that already existed at that time. There is also a record of an addition for a gas station taking place in 1974.

Surrounding Zoning and Land Uses

The subject property is located in a commercially zoned area on the north side of 4500 South and bounded by 2900 East on the west, and 2950 East on the east side. The property immediately adjacent to the subject property is zoned also zoned C-1 and has been developed as a 7-Eleven convenience store. East of the 7-Eleven at approximately 2950 is a small retail strip mall housing a variety of businesses including fingernail, waxing and hair salons. The property to the north is zoned RM (Residential Multi-Family) and contains a multi-family apartment complex that extends behind both the subject property and the adjacent 7-Eleven.

To the west of the subject property, and to the north (beyond the RM property immediately north) the land is zoned R-1-8 and has been developed as single-family homes. To the south of property 4500 S marks the boundary of Millcreek and Holladay City. Properties to the south of the subject property across 4500 S and in Holladay City have been developed for single-family housing. There is a crosswalk with a traffic control light across 4500 S near 2900 East that was recently installed.

1.2 Neighborhood Response

Notice of this application was sent to property owners and residents within a 300 foot radius of the subject property. As of the date of this report, Planning Staff has not received any comments from surrounding property owners or residents.

1.3 Community Council Response

The East Mill Creek Community Council has this request on their Agenda for discussion at their meeting of September 5, 2013. As of the date of this report, the EMCC has not formally reviewed this application or made a Their comments and any forthcoming recommendations will be passed along to the Millcreek Township Planning Commission at the hearing scheduled for September 11, 2013.

2.0 ANALYSIS

2.1 General Plan

General Plan Map

Map Designations - The subject property is identified on the Millcreek Township General Plan Map, adopted in 2009, as being located in a "Blue" or "Stable" area. This is an area that would expect to experience very little change over time. However, the subject property is also located along 4500 South, a designated Corridor. Designated corridors in a "Stable" designation are areas where some additional residential density or non-residential uses are anticipated to occur over time. More specifically, stable does not equate with absolutely no change over time, but recognizes that limited change, on small sites and along corridors are likely to occur. This site would seem to meet the intent of the adopted General Plan Map.

Best Practices

Land Use & Mobility - The Land Use & Mobility Best Practice encourages increased density near economic centers and along corridors where transit is available. This helps to provide a land use buffer from more intense uses and traffic areas for the least intense single family uses.

Corridors - The Corridors Best Practice supports some increased residential density along corridors in "Stable" areas. This is where opportunities for improved transit, buffering, and in-fill development are anticipated to occur. Developments that follow the County Standards and the Best Practices within the General Plan will likely result in more efficient and sustainable development and improved economic growth and sustainability of a community.

2.2 Existing Zoning and Land Use

The subject property is zoned C-1 (Neighborhood Commercial). According to the Zoning Ordinance: "**19.56.010** - The purpose of the C-1 zone is to provide areas in the county for neighborhood commercial development."

The applicant is asking to rezone the property to C-2 (Community Commercial) in order to support some additional uses on the subject property. According to the Zoning Ordinance: "**19.62.010** - The purpose of the C-2 zone is to provide areas in the county for community commercial development."

While many of the allowed items in the C-1 and C-2 zone are similar, the difference between the zones and allowable uses relates to the overall scale of those uses. The C-2 zone allows for some uses that are not allowed in the C-1 zone, presumably as a matter of scale and impact. That is not to say that a particular land use in the C-2 zone will automatically have greater impacts on surrounding properties than a land use in a C-1 zone. The differentiation is meant to address the anticipated detrimental impacts that could possibly come from the full range of uses allowed in each zone, and at what scale those uses can take place.

2.3 Other Agency Recommendations or Requirements

The greatest concerns with the proposed use of the property under a C-2 zoning designation relate to:

1) aesthetic concerns and visual impact

2) traffic safety and clear view issues.

The aesthetic concerns in this case seem debatable. While any proposed new use may have some additional visual impacts, how much is unclear. If other uses allowed in a C-2 zone would have more impacts has not been analyzed to any degree as those issues are looked at in conjunction with a specific proposal and site plan. The existing gas station and convenience store has existed at this location for several decades along with the associated signs, canopy and other accessories to the use. The subject property is in an area of other commercial properties, so it is staff's opinion that allowing additional uses via a change to C-2 would have little additional impact over that which currently exists.

In terms of traffic safety and clear view issues, staff has concerns about possible impacts and associated hazards with an intensification of uses via a rezone to C-2. At the present time and while this issue is being resolved after a citation, the applicant has several large U-Haul trucks parked along the front of the property nearest to 4500 South and extending toward the corner of 2900 East. These trucks certainly attract attention from passing motorists alerting them to the availability rental units on the property. Given the size and scale of the trucks however, one could argue that the trucks parked in this location present a defacto “illegal or billboard sized sign at ground level” A sign in this location would not be allowed by Ordinance due to safety concerns. The existing signs on the property for the gas station were permitted only through Variances in the past. More importantly, these trucks also violate provisions of Chapter 14 - Clear view of Intersecting Streets of County Code in relation to the intersection and related safety concerns. This is especially worrisome on 4500 South, an identified “corridor” and UDOT road that has significant traffic volumes and associated higher speeds. Adjacent to the site at 2900 East, UDOT has recently installed a traffic control pedestrian cross-walk with lights in order to lessen the safety hazards.

Staff believes that mitigation measures including a prohibition on parking trucks in certain locations on the site such as they are now would be appropriate things to look at under a Conditional Use application to allow the truck use should the rezone to C-2 be granted. These are items that would be looked at by the County's Traffic Engineer and other agencies during the review of a specific proposed use on the site.

2.4 Other Issues

In considering a proposed zone change, the question before the governing body relates to whether or not the change is consistent with the General Plan and appropriate for a given location. If a new zoning designation were to be approved, a different plan or use could be proposed for the site among the range of uses allowed by the new zoning designation.

Specific site and use related issues and mitigation measures are more appropriately addressed during the Site Plan and/or Conditional Use review process that is required to change uses on this site, including the . During that review, Ordinance compliance is verified and specific conditions addressing known impacts can be considered and implemented. In this case, and as stated previously, the future use of this site for truck rentals would be required to follow the Conditional Use process for approval at which time the Planning Commission could consider mitigation measures to deal with anticipated impacts.

3.0 STAFF RECOMMENDATION

3.1 Staff recommends APPROVAL of the proposed Zone Change .

3.2 Reasons for Recommendation

1) The proposed zone change and intensification of use is consistent with the General Plan Map and the “Stable” designation as it relates to a designated Corridor.

2) The proposed zone change is consistent with several Best Practices found within the Millcreek General Plan including Land Use & Mobility, and Corridors.

3) Specific site and use related issues and mitigation measures will be addressed during the Site Plan and/or Conditional Use review process that is required to change uses on this site.

4.0 PROJECT PHOTOS

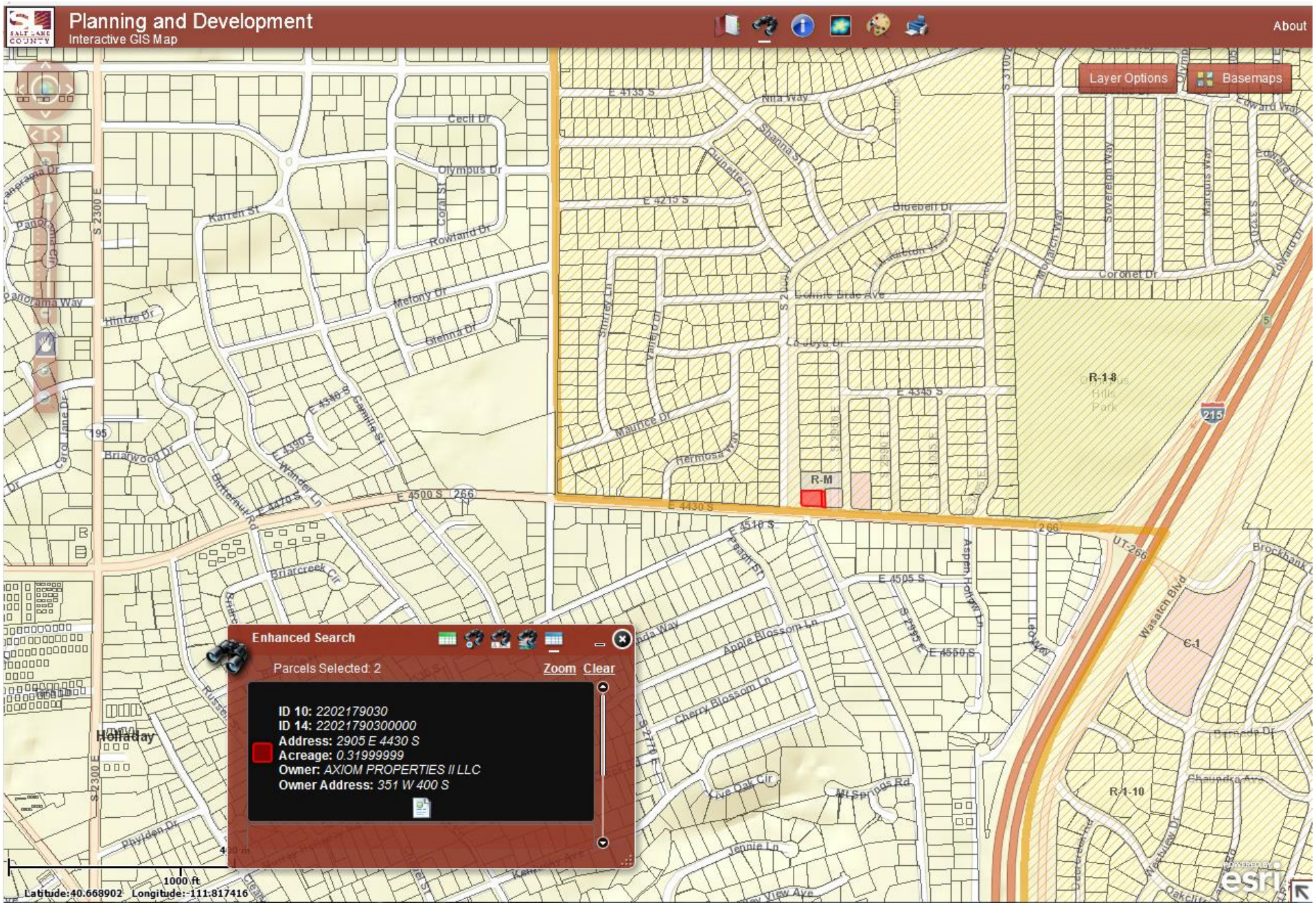
Image 1 : Looking toward 4500 South from near the corner of 2900 East

Image 2 : Existing convenience store on the eastern part of the subject property

Image 3 : View of the canopy, signage and trucks from 4500 South.

Image 4 : A view of the corner of 2900 E and 4500 South looking north.

Image 5 : A view of the subject property looking west - taken from street level on 2950 East


Planning and Development
Interactive GIS Map
About
Layer Options
Basemaps
Enhanced Search
Parcels Selected: 2
Zoom
Clear
ID 10: 2202179030
ID 14: 22021790300000
Address: 2905 E 4430 S
Acreage: 0.31999999
Owner: AXIOM PROPERTIES II LLC
Owner Address: 351 W 400 S
R-M
R-1-8
R-1-10
C-1
Holladay
1000 ft
Latitude:40.668902 Longitude:-111.817416

Salt Lake County
Planning and Development Services
2001 S. State St. #N-3600
Salt Lake City, UT 84190

July 18, 2013

Dear Sir/Madam,

By way of introduction my name is Elias Haddad. I have leased and operated a Sinclair gas station and convenience store located at 2905 E. 4430 S. since January 1, 2012.

The above mentioned business has had several operator turnovers in the previous few years with none of them lasting more than six months and at one period it was closed completely. With a competing international chain like 7-eleven right next door, it was hard to maintain and make a living. It would have been the same for me if not for the idea to partner with U-Haul Truck Rentals. With the next closest U-Haul location on 3900 S. and State St., the neighborhood embraced this new location with open arms for the convenience, proximity and professional service we provide and it has become a lifeline for me and my family.

I was alarmed recently by the Code Enforcement agency who informed me that my location is zoned as C-1 and that I wasn't allowed to rent trucks and trailers.

I urge you to consider rezoning the area as C-2 as no structural changes, additional signage, demolition or any other major changes will take place. It will simply be parking trucks on the business parking lot, never on the street. I believe that this change will make it easier for many people in the community and beyond, not to mention keeping me in business.

Thank you for your thoughtful consideration of this very important matter.

Very truly yours,

Elias Haddad

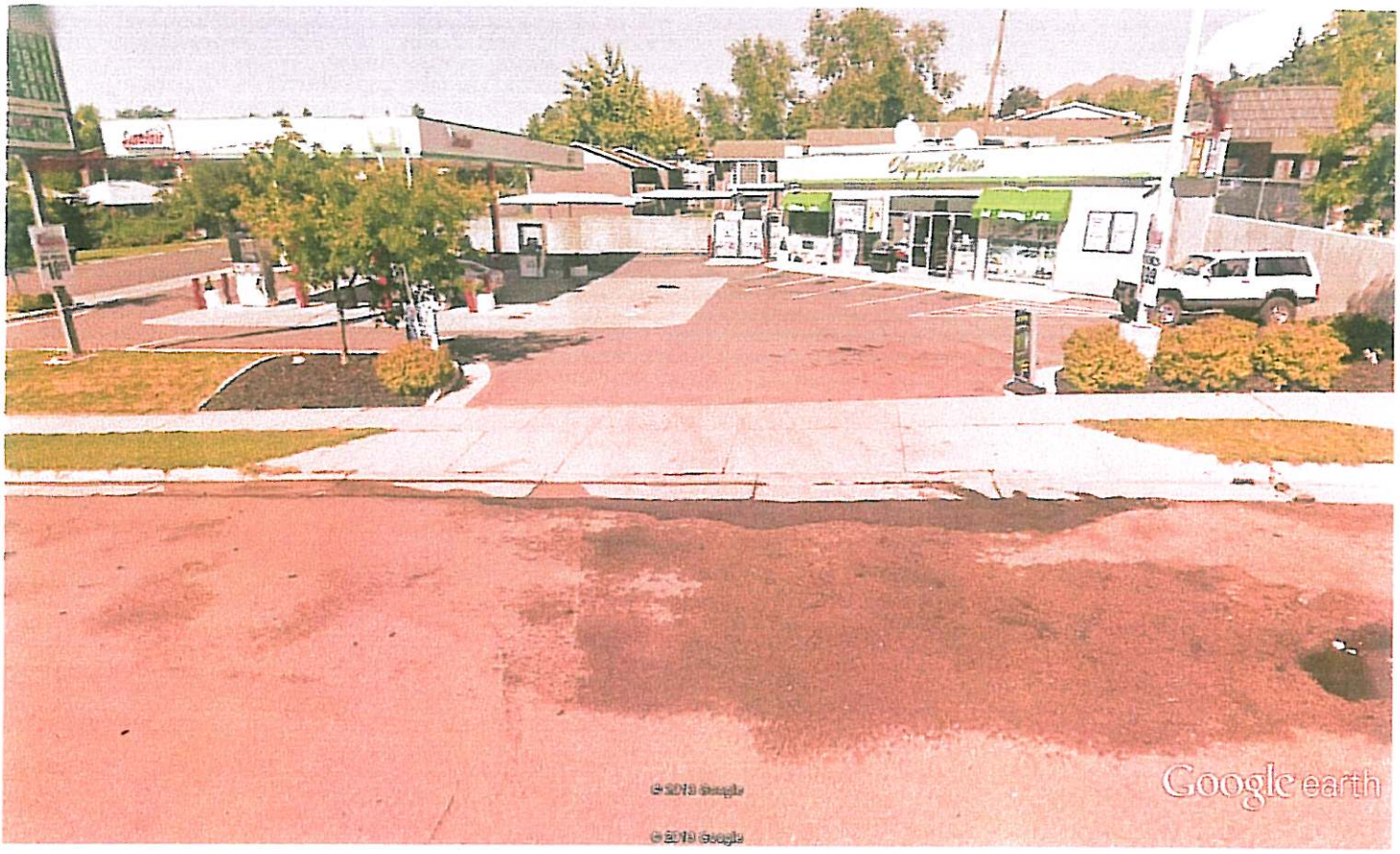
Google earth

feet 100
meters 50

★ TRUCKS TO BE PARKED IN THESE LOCATIONS

Google earth

feet 8
meters 2



Google earth

feet 9

meters 2

Print Form

Salt Lake County Public Works Department
Planning and Development Services Division
2001 S. State Street #N-3600, Salt Lake City, UT 84190-4050
Phone: 385-468-6700 FAX: 385-468-6674
Visit our web site: http://www.pwpds.slco.org

File # 256601

Land Use & Development Application

☐ FCOZ ☐ RCOZ ☐ DWSP ☐ Watershed ☐ Over Pressure ☐ Magna Main
☐ Natural Hazards ☐ Other_____

Zone: C-1 Community Council: East Millcreek Planner: _____
Parent File # _____ Date: 7/25/2013

Property Address: 2905 E. 4430 S. **Parcel #:** 84101170751

Name of Project: Property Acreage: 0.32

Please describe your request: Re-Zoning. Please see attached letter!
(C-1 to C-2 zone)

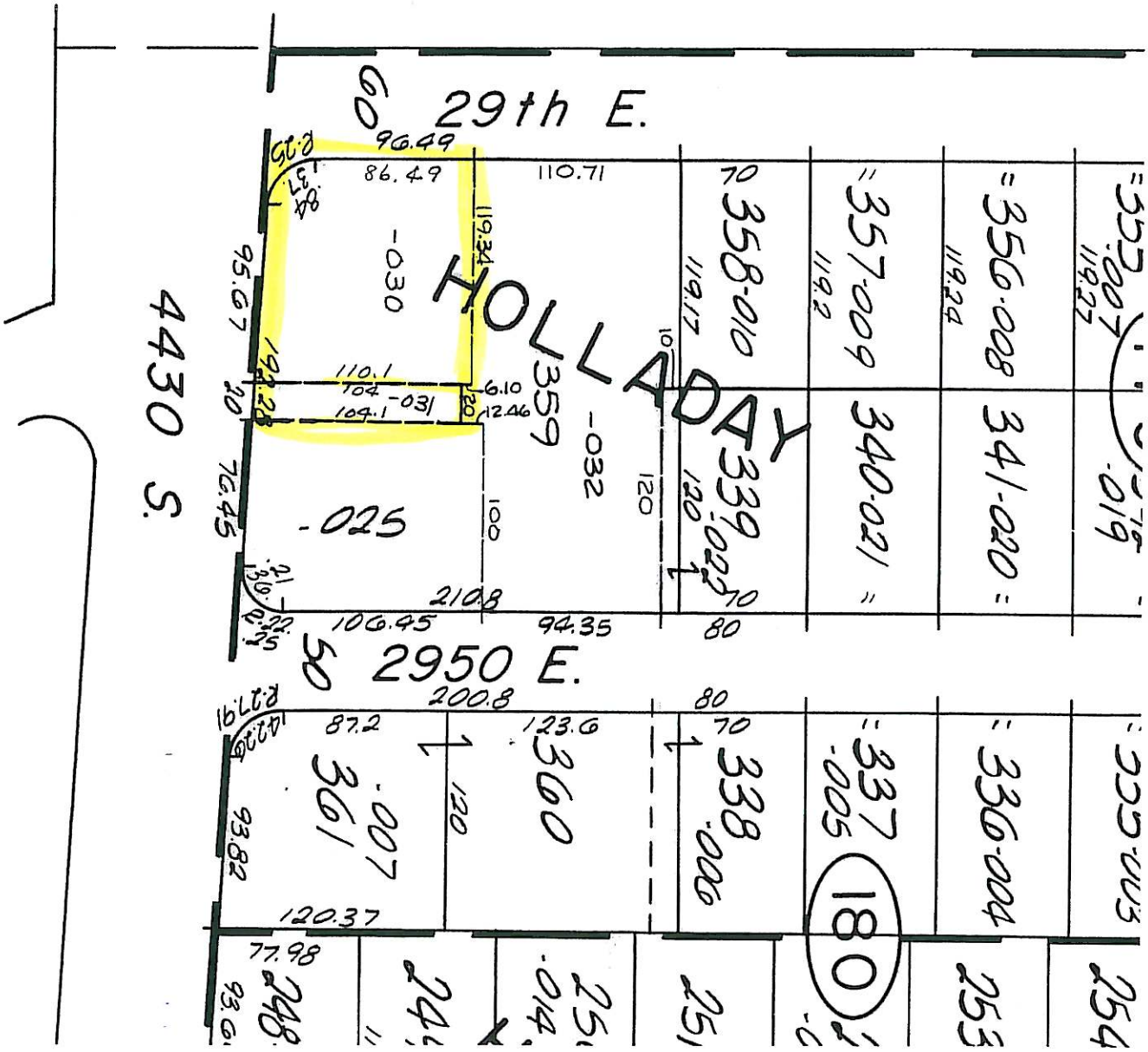
New Development:	Modify an Existing Development:	Other:
☐ Use and / or Site Plan Approval	☐ Change Conditions of Approval	☐ Board of Adjustment Review
☐ Subdivision #lots: _____	☐ Change the Site Plan	☐ Exception Request
☐ PUD #lots: _____	☐ Change the Use	☐ Non-Conforming
	☐ Condo Conversion	☐ RCOZ Appeal (Option C)
	☐ Lot Consolidation	☐ Research Request
	☐ Lot Line Adjustment	☒ Re-zone
	☐ Mobile Store	☐ Vacate a Street
	☐ Signs	

Is a key or gate code required to access the property? ☐ Yes ☑ No If yes, code: _____ (or provide key)

Driving Directions to Property:

N:\Admin\FORMS\Planning Forms\Planning Applications\Land Use and Development Application_useapproval july 2011.doc

SALT LAKE CO., UT



VTDI 22-02-179-030-0000 DIST 17 TOTAL ACRES 0.32
AXIOM PROPERTIES II LLC TAX CLASS UPDATE REAL ESTATE 237000
LEGAL BUILDINGS 195200
PRINT U TOTAL VALUE 432200
351 W 400 S NO:
SALT LAKE CITY UT 84101170751 EDIT 0 FACTOR BYPASS
LOC: 2905 E 4430 S EDIT 0 BOOK 09941 PAGE 3921 DATE 08/08/2011
SUB: UNKNOWN TYPE UNKN PLAT

07/11/2013 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
BEG N 0¬01'40" W 44.84 FT & N 86¬45'38" W 1147.8 FT FR CEN OF SEC 2, T 2S, R 1E, S L M; N 86¬45'33" W 95.67 FT; NW'LY ALG CURVE TO R 37.84 FT; N 0¬01'40" W 86.49 FT; S 89¬45 33" E 119.34 FT; S 110.1 FT TO BEG. (BEING PART OF LOT 359, HOLLADAY HILLS #3). 5929-2914 8265-1628 8775-2316 8920-895 9332-3544 9538-2774 9553-6655 9616-8108

PFKEYS: 1=RXPH 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

VTDI 22-02-179-031-0000 DIST 17 TOTAL ACRES 0.05
AXIOM PROPERTIES II LLC TAX CLASS UPDATE REAL ESTATE 52300
LEGAL BUILDINGS 0
PRINT U TOTAL VALUE 52300
351 W 400 S NO:
SALT LAKE CITY UT 84101170751 EDIT 0 FACTOR BYPASS
LOC: 2905 E 4430 S EDIT 0 BOOK 09941 PAGE 3921 DATE 08/08/2011
SUB: HOLLADAY HILLS 3 TYPE SUBD PLAT

07/11/2013 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
BEG N 0¬01'40" W 44.84 FT & N 86¬45'33" W 1147.8 FT FR CEN OF SEC 2, T 2S, R 1E, S L M; S 86¬45'33" E 20.16 FT; N 104 FT M OR L; N 89¬45'33" W 20 FT; S 104.1 FT M OR L T BEG. (BEING PART OF LOT 359, HOLLADAY HILLS #3). 5929-2914 8265-1628 8775-2316 8920-895 9332-3544 9538-2774 9553-6655 9616-8108

PFKEYS: 1=RXPH 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

MEETING MINUTE SUMMARY
MILLCREEK TOWNSHIP PLANNING COMMISSION MEETING

Wednesday, August 14, 2013 4:00 p.m.

Approximate meeting length: 23 minutes
Number of public in attendance: 1
Summary Prepared by: Wendy Gurr
Meeting Conducted by: Commissioner Janson

*NOTE: **Staff Reports** referenced in this document can be found on the State and County websites, or from Salt Lake County Planning & Development Services.

ATTENDANCE

Commissioners and Staff:

Commissioners	Public Mtg	Business Mtg	Absent
John Janson – Chair	x	x	
Leslie Van Frank	x	x	
Garrett Catten	x	x	
Leslie Riddle - Vice Chair	x	x	
Tom Stephens	x	x	
Geralyn Parker-Perkins			x
Cole Shutjer (Alternate)			x
Ann Ober	x	x	

Planning Staff / DA	Public Mtg	Business Mtg
Lyle Gibson	x	x
Wendy Gurr	x	x
David Gellner	x	x
Chris Preston (DA)	x	x
Max Johnson	**Absent**	**Absent**

BUSINESS MEETING – 4:02 p.m.

The Business Meeting was moved to the beginning, to allow time for the public to show.

1) Adoption of minutes from the following meetings:

April 10, 2013

Motion: To approve the April 10, 2013 Minutes as presented.
Motion by*:* Commissioner Van Frank
2nd by: Commissioner Catten
Vote*:* Unanimous in favor (of Commissioners present)

May 15, 2013

Motion: To approve the May 15, 2013 Minutes as presented.
Motion by*:* Commissioner Stephens
2nd by: Commissioner Riddle
Vote*:* 4 in favor, 2 abstentions (Commissioner Janson and Commissioner Van Frank)

June 12, 2013

Motion: To approve the June 12, 2013 Minutes as presented.
Motion by*:* Commissioner Van Frank
2nd by: Commissioner Ober
Vote*:* Unanimous in favor (of Commissioners present)

DRAFT

July 10, 2013

Motion: To approve the July 10, 2013 Minutes as presented.

Motion by*:* Commissioner Van Frank
2nd by: Commissioner Riddle
Vote*:* Unanimous in favor (of Commissioners present)

2) Attached copy of the Draft Bicycle Best Practice to be discussed at the September 11, 2013 Planning Commission Meeting.

Commissioners and Staff had a discussion as to what the County is doing with this document and if there is a Coordinator, as it reads like a job description. David advised the Coordinators name is George and he works on the committee.

Work Session

3) **Curb, Gutter, and Sidewalk Project** – Potential General Plan & Ordinance Amendments – An approximate 15 minute presentation and discussion regarding the draft public outreach presentation/survey – Planners: Spencer G. Sanders

Commissioners provided suggestions as to the Work Session and what they remember of the General Plan and Ordinance Amendments. This was supposed to go out to the Community Councils with a survey, but they never received a draft. Commissioners believe a public outreach survey would have been a good tool.

4) Other Business Items (as needed)

PUBLIC HEARINGS

Hearings began at – 4:16 p.m.

Subdivisions

28519 Brent Goodrich is seeking approval of a preliminary plat for the proposed "Buddy Subdivision" located at 2393 E Neffs Lane. The subdivision is on a 0.50 acre site and contains 2 lots proposed for single family dwellings. **Zone:** R-1-8 (Residential, Single Family, 8,000 square feet minimum lot size). **Community Council:** East Millcreek **Planner:** Spencer Hymas

Commissioners agreed setbacks have to be corrected to meet RCOZ. Reinforce #2 on the recommendations.

PUBLIC PORTION OF MEETING OPENED

No one from the public was present to speak.

PUBLIC PORTION OF MEETING CLOSED

Motion: To approve application #28519 with the 2 conditions listed in the staff report for reasons listed in the staff report.

Motion by*:* Commissioner Van Frank
2nd by: Commissioner Ober
Vote*:* Unanimous in favor (of Commissioners present)

MEETING ADJOURNED

Time Adjourned – 4:25 p.m.

DRAFT