



**PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
May 12, 2021**

PUBLIC NOTICE IS HEREBY GIVEN that the PLANNING COMMISSION of Park City, Utah will hold its Regular Planning Commission Meeting at the City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Wednesday, May 12, 2021.

NOTICE OF ELECTRONIC MEETING AND HOW TO COMMENT VIRTUALLY:

This meeting will be an electronic meeting without an anchor location as permitted by Utah Code Open and Public Meetings Act section 52-4-207(4) as amended June 18, 2020, and Park City Resolution 18-2020, adopted March 19, 2020. The written determination of a substantial health and safety risk, required by Utah Code section 52-4-207(4) is attached as Exhibit A. Planning Commission members will connect electronically. Public comments will be accepted virtually as described below.

To comment virtually, raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record, but not read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org/public-meetings.

Exhibit A: Determination of Substantial Health and Safety Risk

The Board Chair has determined that conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. Utah Code section 52-4-207(4) requires this determination and the facts upon which it is based, which include:

- Statewide COVID cases and hospitalizations remain high;
- Based on metrics established by the statewide COVID-9 Transmission Index, Summit County moved to the High Risk designation on October 22, 2020; and
- Park City is a resort community continually hosting visitors from areas which may be experiencing rapid COVID-19 spread.

This determination is valid for 30 days, and is set to expire on May 14, 2021

Dated: April 14, 2021

MEETING CALLED TO ORDER AT 5:30 PM.

1.ROLL CALL

2.MINUTES APPROVAL

- 2.A. Consideration to Approve the Planning Commission Meeting Minutes from April 21, 2021 and April 28, 2021.
[PC Minutes 04.21.2021](#)

3.PUBLIC COMMUNICATIONS

4.STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

5.REGULAR AGENDA

- 5.A. 3 and 5 Victoria Circle – Chatham Crossing Lots 52 and 53 Plat Amendment – Request to Adjust the Interior Lot Line Common to Both Lots. PL 21-04750.
A) Public Hearing B) Possible Recommendation for City Council's Consideration on May 27, 2021.

[3 & 5 Victoria Circle Plat Amendment Staff Report](#)
[Exhibit A: Draft Ordinance](#)
[Exhibit B: Chatham Crossing Subdivision Plat](#)
[Exhibit C: Chatham Lots 52 & 53 Amended Plat](#)
[Exhibit D: Letter of Intent and HOA Approval Letter](#)

- 5.B. 147 Grant Avenue – Plat Amendment – Request to Remove Remnant Lot Lines. PL 21-04774.
(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on May 27, 2021.

[147 Grant Ave Plat Amendment Staff Report](#)
[Exhibit A: Draft Ordinance](#)
[Exhibit B: Survey of Existing Conditions](#)
[Exhibit C: Proposed Plat](#)
[Exhibit D: Letter of Intent](#)

- 5.C. 1115 & 1117 Lowell Avenue – Plat Amendment – The Applicant Proposes Terminating the Two-Unit Pinion Pines Condominiums, Amending the Plat to Create Two Lots in the Historic Residential – 1 Zoning District. PL-20-04633
(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on May 27, 2021

[Staff Report](#)
[Exhibit A: Draft Ordinance and Proposed Plat](#)
[Exhibit B: Existing Conditions](#)
[Exhibit C: Applicant Photos](#)

- 5.D. 1115 & 1117 Lowell Avenue – Conditional Use Permit – The Applicant Seeks a Conditional Use Permit Approval for a Duplex Use in the Historic Residential – 1 Zoning District. PL-21-04819
(A) Public Hearing; (B) Action

[Staff Report](#)

Exhibit A: Draft Final Action Letter
Exhibit B: Applicant Statement
Exhibit C: Pinion Pines Condominium Plat

- 5.E. 1660 & 1700 Three Kings Drive - Payday Condominiums – Plat Amendment – The Applicant is Requesting to Amend the Existing Plat to Rectify Inconsistencies and Clarify Developable Private Residential Space for Condominium Owners.
A. Public Hearing B. Possible Recommendation for City Council's Consideration on June 17, 2021

Payday Condominiums Plat Amendment Staff Report

Exhibit A: Draft Ordinance
Exhibit B: Project Intent and Revised Plat
Exhibit C: Applicant Submittal and Photos

- 5.F. Park City Mountain Resort Base Parking Lots - MPD Modification Work Session- Replace Expired Exhibit D of the DA, the 1998 PCMR Base Area Master Plan Study Concept Master Plan, With a New Master Plan, Known as the Park City Base Area Lot Redevelopment Master Plan Study. The Planning Commission will conduct a Work Session, with a focus on the applicant's requested exceptions to required Parking, in accordance with the MPD, and applicable LMC and General Plan criteria. PL-20-04475.

Public Input will be taken via e-comments

(A) Work Session and Public Hearing, No Action Will Be Taken

PEG Staff Report

Exhibit A: Applicant's Parking Study
Exhibit B: Applicant's TDM
Exhibit C: Applicant's PMP
Exhibit D: SE Group's Day Skier Parking Analysis

6.ADJOURN

A majority of PLANNING COMMISSION members may meet socially after the meeting. If so, the location will be announced by the PLANNING COMMISSION Chair Person. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Planning Department at 435-615-5060 or planning@parkcity.org at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org

***Parking validations will be provided for meeting attendees that park in the China Bridge parking structure.**

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
APRIL 21, 2021

COMMISSIONERS IN ATTENDANCE:

Chair John Phillips, John Kenworthy, Sarah Hall, Laura Suesser, Doug Thimm, Christin Van Dine

EX OFFICIO: Gretchen Milliken, Planning Director; Brendan Conboy, Planner; Mark Harrington, City Attorney; Jessica Nelson, Planning Analyst

The Planning Commission meeting was conducted virtually via Zoom.

The public was able to submit eComments during the meeting.

NOTICE OF ELECTRONIC MEETING & HOW TO COMMENT VIRTUALLY:

Chair Phillips read the Public Notice for Electronic Meetings and Exhibit A: Determination of Substantial Health and Safety Risk.

This meeting will be an electronic meeting without an anchor location as permitted by Utah Code Open and Public Meetings Act section 52-4-207(4) as amended June 18, 2020, and Park City Resolution 18-2020, adopted March 19, 2020. The written determination of a substantial health and safety risk, required by Utah Code section 52-4-207(4), is attached as Exhibit A. Planning Commission members will connect electronically. Public comments will be accepted virtually as described below.

To comment virtually, raise your hand on Zoom. Written comments submitted before or during the meeting date will be entered into the public record but not read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org/public-meetings

Exhibit A: Determination of Substantial Health and Safety Risk

The Commission Chair has determined that conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. Utah Code section 52-4-207(4) requires this determination and the facts upon which it is based, which include:

- Statewide COVID cases and hospitalizations remain high.
- Based on metrics established by the statewide COVID-19 Transmission Index, Summit County moved to the High-Risk designation on October 22, 2020; and

- Park City is a resort community continually hosting visitors from areas which may be experiencing rapid COVID-19 spread.

This determination is valid for 30 days and is set to expire on May 14, 2021.

Dated: April 21, 2021.

ROLL CALL

Chair Phillips called the meeting to order at 5:30 p.m. and noted that all Commissioners were present.

PUBLIC COMMUNICATIONS

No hands were raised on Zoom and no eComments were submitted.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Chair Phillips urged the Commissioners to use their video feed when speaking if possible. He felt that seeing faces was more natural and provided a more person to person connection.

Planning Analyst, Jessica Nelson, pointed out that the public does not have the ability to use their video for the meetings unless she promotes them to panelist. In some cases, including this evening, some people have requested to be promoted during the public hearing so they can share their screens for a presentation. She tries to accommodate those requests if possible. Chair Phillips understood the difficulty with seeing all the speakers who make comments during the public hearing and thanked Ms. Nelson for the clarification.

Ms. Nelson noted that Commissioner Kenworthy had asked about the meeting format and when the Planning Commission would return to in-person meetings. She noted that a work session is scheduled for the May 12th Planning Commission meeting to discuss how to move forward. City Attorney Harrington noted that the City Council would be discussing the matter generally at their meeting on April 29th. If the Commissioners would like to provide input to the Council, they should convey their comments to Mayor Beerman either prior to or at that meeting.

Commissioner Suesser clarified that the work session discussion on May 12th would still be virtual and not an in-person meeting. Chair Phillips replied that she was correct.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

7.A. Park City Mountain Resort Base Parking Lots - MPD Modification - Replace Expired Exhibit D of the DA, the 1998 PCMR Base Area Master Plan Study Concept Master Plan, With a New Master Plan, Known as the Park City Base Area Lot Redevelopment Master Plan Study. The Planning Commission will conduct a Work Session from 5:30-8:30 PM, followed by a public hearing from 8:30-10:00 PM, with a focus on the applicant's requested exceptions to Setbacks, Building Height and required Parking, in accordance with the MPD, and applicable LMC and General Plan criteria. (Application PL-20-04475)

Chair Phillips commented on the length of the last meeting and how some of the Commissioners were not able to make all their comments due to the late hour. Before moving to the topic for this evening, he intended to make some of his comments regarding the last meeting and encouraged the other Commissioners to take a few minutes to do the same if they still had comments on transportation.

Chair Phillips stated that as he was looking at the project and the presentations given, the bus transit center did not satisfy what he expected. The information was not clear, and they did not have the ability to see that it would actually function properly. Chair Phillips felt the same way about the shuttle transit and passenger parking.

Chair Phillips noted that at the end of the last meeting Robert Schmidt asked questions about process moving forward. He asked if Mr. Schmidt wanted to continue that discussion before moving to the presentations for this evening.

Robert Schmidt, representing PEG Development, stated that his question was about anticipated timing and process as they move towards a conclusion and a vote. He assumed it would be a lengthy discussion and was unsure whether time would allow that discussion tonight. Chair Phillips stated that the Planning Commission and the Staff are aware of his comments and they can address it at a later time.

Commissioner Kenworthy appreciated Chair Phillips mentioning how time ran out on the transportation discussion last month. Commissioner Kenworthy had the east-west connections in his notes, which included 13th, 14th, 15th Street. He noted that it was talked about months ago, but he had never seen a study. Commissioner Kenworthy emphasized that he wants that study now in this process rather than pushing it off to a CUP. He noted that the General Plan calls for it multiple times. Commissioner Kenworthy pointed out that they only have one chance to get this right and many of the parking studies done many years ago translate into the General Plan. He read from the General Plan, "There are many components to successful connectivity. The new area

plan should not preclude transportation alternatives to assist in the east-west connection". Commissioner Kenworthy noted that those streets, especially 14th and 15th Street are connector roads. They are not considered in the studies as neighborhoods, and they are being left out of a comprehensive study of the transportation loops and the area plans. Commissioner Kenworthy stated that these things have been critical to studies that were paid for and they are sitting like neon signs in the General Plan, but they have not been addressed. He hoped that AECOM will take the time and do the work to come up with solutions. Commissioner Kenworthy emphasized the importance of doing the study.

Commissioner Suesser stated that while the Planning Commission seemed unanimous on keeping the bus drop-off in its current location, she thought it was necessarily conditioned on the engineering and whether the bus turnaround fits there. Commissioner Suesser recalled that the Planning Commission asked the applicant for the engineering report demonstrating that the turnaround fits and works in that location, and how much space is required. She believed the requested information was still outstanding. Commissioner Suesser wanted that point clarified because it was assumed that the bus drop-off location would remain, when in fact, it still needed to be engineered. Commissioner Suesser agreed that the general public drop-off that the applicant proposed is less than what currently exists, and it is inadequate. The shuttle drop-off is also less than what they have currently at the Resort and also inadequate. She thought the circulation plans were critical to any further discussion regarding setbacks and other issues being addressed this evening. Commissioner Suesser did not believe the Commissioners have what they need to make good decisions on this plan going forward. It will be difficult to make any determinations until they see and understand the circulation plan.

Chair Phillips commented on the bus turnaround. He noted that in the design the bus no longer takes the full loop because of one-way traffic. He asked if they had looked at the possibility of having one bus every 20 minutes go through the full loop to service the outer perimeter of the project.

Robert Schmidt responded to the comments regarding the bus stop. He stated that the materials provided for that conversation included preliminary engineering drawings, bus turn radiuses for every bus stop position, and cross sections showing what the grade across the transit center would be. He stated that PEG was comfortable that the transit center was capable of being fully functional and accommodate the buses that are currently being used by the City. Mr. Schmidt pointed out that the City Engineer has requested additional information and PEG was working on providing that information. However, currently, he believed the applicant had provided substantive information demonstrating that the location does work.

Regarding the shuttle location, Mr. Schmidt stated that the current condition accommodates eight shuttles, and they showed eight shuttles still being accommodated. He was confident that the shuttle plan is sufficient and meets the needs for the area.

Chair Phillips thought the additional information requested by the City Engineer might be the missing information the Commissioners need.

Commissioner Thimm stated that he looked at the engineering provided by the applicant for the last meeting, and he agreed that it did have the turning radius. He was unsure whether the space allocations were agreed upon with the City's consultant, AECOM. Commissioner Thimm noted that towards the end of the meeting the Planning Commission discussed the need for the applicant to address all of AECOM's commentary. He believed the Planning Commission was looking for consensus between the applicant and the City/City's Consultant on a good workable solution in terms of lane width, sidewalk width, pathway widths, number of lanes, and how signalization is working. Commissioner Thimm thought it was extremely important and to some degree it will infer some of the setbacks and carry to other discussions. There is a caveat to the discussion this evening that they need to keep in mind as things move forward. If adjustments are made based upon circulation, it might require a fresh look at some of the circulation paths. They might be generally understood, but some components need to play into the whole composition.

Chair Phillips moved on to the topics scheduled for this evening.

Planner Alex Ananth stated that the discussion this evening will focus on the applicant's requested exceptions to Setbacks, Building Height, and required Parking. The Planning Commission will conduct a Work Session from 5:30-8:30 p.m., followed by a public hearing from 8:30-10:00 p.m. The next meeting on this project was scheduled for May 19th.

Planner Ananth stated that she had slides that might help with the discussion on setback, height, and parking; however, she preferred to let the applicant give their presentation first before showing her slides.

Robert Schmidt, representing PEG Development, stated that the team was prepared to talk about architecture, setbacks, building height, and parking. He appreciated the format and the opportunity to have more in-depth discussion as they go through their presentation.

Mr. Schmidt noted that Emir Tursic from HKS Architects would be doing the presentation this evening. Robert McConnell, legal counsel for PEG, was also on the line, as well as Kristen Williams and Stan Kozlowski, consultants with the team.

Mr. Schmidt reported that several adjustments were made since they last talked about architecture, setbacks, and building height. They were prepared to talk about setbacks and the justification for their exception request, as well as building height and the justification for the requested building height. Mr. Schmidt welcomed the Commissioner's comments throughout the presentation.

Emir Tursic reviewed the design updates since the January meeting based on comments expressed by the Planning Commission and the community, specifically on Parcels D and E. He intended to focus on the setback exception criteria and compliance and the building height exception criteria and compliance. He was also prepared to demonstrate how the current design complies with the current LMC while maintaining the general spirit of the 1998 plan.

Mr. Tursic noted that there were no major changes to Parcel B since January; however, the articulation of Parcel B along Empire Avenue had changed where the massing was significantly reduced to relate to the building across the street. They also introduced a pedestrian connection that was part of the original master plan by carving out the top level of parking and created a 14th Street corridor that connects 14th Street with the Resort and the future bus stop. It also helped reduce the massing of the elevation. They created a large aperture along Empire and divided the massing into three different components. Mr. Tursic presented renderings shown at the last meeting looking at the Resort from 14th Street perspective and the public space created. Also looking at it from the opposite side which would now be the arrival and the pedestrian connection to the bus transit stop area.

Mr. Tursic stated that at the end of the last presentation some of the Commissioners and the community members expressed concerns about the elevation of Parcel D, specifically on Empire. Taking those comments into consideration, they had a work session with the Planning Department to look at how they could improve not only the articulation of that particular facade, but also the entire arrival point and improved pedestrian connectivity.

Mr. Tursic showed Parcel D to orient the Commissioners. He pointed out that the elevation they would be looking at was along Empire. He stated that they always looked at this as a very important arrival point to the Resort. It will create a sense of arrival and a sense of identity and create a mountain view corridor. Mr. Tursic presented a rough sketch-up rendering from the January meeting as a reminder of the

design and the concerns expressed at that time. He recalled that Commissioner Thimm had rightfully called the facade stark. Mr. Tursic agreed that the parking garage entrance and a loading dock was not very inviting. In conversations with the Planning Department, there were some concerns about a wall that created a barrier rather than being an inviting public space. Based on those comments, they looked at it more holistically in terms of how it could be improved. Mr. Tursic stated that after working with the landscape architect, the primary change was where the grade transition takes place. Rather than having a retaining wall, the grade transition was pushed further into the site and the street level elevation was continued on the corner of Silver King and Empire Avenue to create a more open and inviting open space. Mr. Tursic presented a rendering and explained how that plays into the overall mountain view corridor and the connection. He indicated a landscaped friendly space that allows people coming up to use the public open space to get to the Resort itself.

Mr. Tursic remarked that the elevation was revised completely and regrading the area allowed more height and more open clear glass for the retail in the corner. They pulled the glass further to the back and introduced additional fenestration in the stair tower to create a "front of the building" look since it will be one of the first impressions of the Resort that people will see. Mr. Tursic clarified that these were the major changes to Parcel D in response to the comments from the last meeting.

Commissioner Thimm asked if the height had changed at that end of the building or if it was the same height as the January presentation. Mr. Tursic replied that it was the same height shown in the January presentation.

Commissioner Kenworthy asked about the setbacks. Mr. Tursic replied that the setbacks remained the same as well. Commissioner Kenworthy asked Mr. Tursic to identify the setbacks on both sides. Mr. Tursic noted that setbacks would be part of his presentation. In response to Commissioner Kenworthy, he indicated the only portion of the Building D that encroaches beyond 25'. The rest would be at 25'. Commissioner Kenworthy asked the reason for encroaching the 25' setback on the one side. Mr. Tursic stated that it was a function of the siting and the program of the building. The building was positioned to align with the mountain view corridor, which is why it was pushed back to create the open space. As a result, the building slightly shifted beyond the 25' setback.

Commissioner Van Dine asked if any thought was given to moving the loading docks to a different location on the building, such as the back side, with the curb cut farther away from the intersection. Mr. Tursic replied that the options were limited given the access to the building. The only other option would be to put a loading dock on the opposite side, which would be right off Lowell and where there is already a parking garage

entrance. In addition, rather than introducing another loading dock along Lowell where there is already the Resort and hotel loading dock for Parcel C, they thought it was more appropriate to put it on the other side to mitigate traffic congestion and number of deliveries. Mr. Tursic clarified that there is no other access to this building because the condo building is right next to right.

Chair Phillips asked if Mr. Tursic had a plan view of the garage level. Mr. Tursic stated that it was not in his presentation, but if one of his team members would pull it up and send it to him, they could come back to it.

Commissioner Suesser asked if Mr. Tursic had other views of the building from the south side and the west side. Mr. Tursic did not have those views in his presentation this evening. He recalled presenting elevations of the south facades in his October presentation, and they could pull those up as well. It may have slightly changed but not drastically. Mr. Tursic pointed out that an entire floor from Parcel D was relocated to Parcel C to reduce the height of the building and to relate more to the adjacent context. He also offered to pull up elevations of that building from the November presentation if Commissioners wanted to see it. Commissioner Suesser noticed a building pad to the south of the building in the most recent plans that she had not seen previously. She asked if the area south of the building was part of Building D. Mr. Tursic answered no. There is a 25' fire truck access but they do not own anything beyond that property line. Commissioner Suesser clarified that there is another garage entrance to Building D coming off of Lowell; but that Mr. Tursic did not think that was an appropriate location for the loading dock given the loading dock in Building C.

Commissioner Suesser remarked that the picture shown with the nice tree between the garage and the loading dock looked nice, but she was concerned that it would still look too stark as a main entrance to the Resort area. Mr. Tursic stated that the intent is to buffer as much as possible through landscaping. There will be an overhead door and he believed there were options to make it look better. However, the door also needs to be durable. Mr. Tursic offered to look at other ways to buffer. He pointed out that what was showing was only their intent. A fully developed landscaping design would come with the conditional use permit. The idea is to use landscaping to buffer as much as possible, especially at the arrival point.

Mr. Tursic presented Parcel E. He noted that in previous presentations the Commissioners and the public expressed concern about the height on Parcel E and how it was different from the original design. Taking their comments into consideration, they relooked at Parcel E and made major improvements. Mr. Tursic stated that they studied the original 1998 volumetric that was approved. He explained that when they talk about volumetrics that are talking about the building envelopes that were approved

in 1998 for the previous design. Mr. Tursic stated that for this presentation, anything shown in a reddish color was the actual occupiable space. The yellow square on the top was the roof volume. The area below in blue was the area that the 1998 plan did not take into account as part of the building height. Mr. Tursic remarked that it is basically the difference between the datum that was established, which for the most part coincided with the ground elevation, and the natural grade.

Mr. Tursic presented the plan that was approved in 1998. He stated that one of the major differences between this design and what PEG has presented is that the original design had what they called a one-story building. However, taking into account the additional volume below, it is really a two-story building along Silver King, and it stepped up as it was going towards the plaza. Mr. Tursic noted that the team looked at how they could achieve something very similar. They had a good work session with the Planning Department and presented a couple of different options. They eventually came up with a new massing of the building that is basically a three-story volume along Silver King, and then steps back significantly before it grows to a six-story structure. Mr. Tursic stated that the volume was transferred on to the plaza rather than having it on the street side. He overlaid the two plans to show that the current design was more compatible, specifically along Silver King. Mr. Tursic noted that the original master plan proposed the Lowell realignment and Parcel E was a much larger parcel with a much larger density and allowable area. He pointed out that the PEG plan was dealing with a much smaller parcel.

Mr. Tursic commented on the articulation that was done to help the Planning Commission understand what the building would look like using the same material pallet on other buildings. They created a three-story high base with a big terrace, which created a lot of space along Silver King. The residential units were pushed back towards the mountain and the plaza. Mr. Tursic thought it significantly improved the massing and it allowed them to stay more in line with the original 1998 master plan.

Chair Phillips thought it would be helpful to compare what they were seeing now to what they saw when this process started. Mr. Tursic did not have that comparison for this meeting; however, he would compile the requested information for a future meeting. There have been several iterations since the beginning that he could overlay to show how the massing has evolved.

Chair Phillips commented on the new volumetrics presented this evening and he agreed that it was more fitting to the site than the 1998 volumetrics in general.

Planner Ananth pointed out that the applicant took some of the mass away from the facade that abuts the Snowflower condominiums and the number of stories adjacent to Snowflower did not seem as high.

Mr. Tursic moved to his presentation on setbacks. He previously created visual diagrams to help everyone visualize and understand the extent of the setbacks and the building heights, and how they relate to the 1998 plan. Mr. Tursic stated that the intent this evening was to quantify to help them understand the number of setbacks and in what area, the average setback, and how they relate to the overall plan. He remarked that per the LMC, master planned developments are supposed to provide a 25' setback. The Planning Commission has the authority to decrease the parameter setback to the base zone setback, which is 20' in this case. Mr. Tursic stated that specific language in the LMC states that the reduction can be granted by the Planning Commission if it is necessary to provide desired architectural interest and variation. Mr. Tursic believed that was the only relevant portion of the Setback Exception in Section 15-6-5 of the LMC. He suggested that the word "necessary" might not be the most appropriate or descriptive word in this context because it can be interpreted or misinterpreted in different ways. He noted that the language is "necessary to provide desired architectural interest and variation". It does not say necessary to make the project feasible, necessary to make the project have more or less density. The language specifically talks about desired architectural interest and variation. Mr. Tursic clarified that the team interprets the meaning of "necessary" for the result that it is creating in this context.

Mr. Tursic presented three-dimensional drawings from previous presentations. He noted that they basically created an imaginary 25' setback line and extruded it three-dimensionally in an effort to help everyone understand how much of the proposed design encroaches beyond the 25' setback. On Empire, the entrances to the town homes protrude beyond 25' going up to 20' setbacks, which was primarily done to create architectural variation and interest. He pointed to a portion of employee housing that also protrudes beyond 25', as well as a portion of the residential units on Levels 1 through 4 on Shadow Ridge. Mr. Tursic stated that looking at it from the opposite side on Lowell and Manor, no setback exceptions were being requested for Manor Way. However, portions of the building along Lowell go up to 20' setbacks and they were requesting that exception.

Mr. Tursic acknowledged that the diagrams are helpful but not always easy to understand. For that reason, they developed simplified setback diagrams for this parcel to help people better understand the portions of the building. He noted that everything highlighted in red were portions of the building at a 20' setback. Everything shown in a

yellow color would be at the 25' setback. He indicated other portions of the building that exceeded the required 15' setback.

Mr. Tursic commented on the definition of setback exceptions. He thought it was important to introduce vertical and horizontal elements, not only to create architectural variation and interest, but more importantly to reduce the perceived sense of scale. Mr. Tursic presented an iteration of the same diagram without the 20' setback exception. He noted that if everything was at 25', the buildings would be perceived taller and longer than what they are actually. He pointed out that this is where architectural interest and variation comes into play. It is used to reduce the perceived scale of the building to avoid the look and feel of a warehouse wall. He presented a drawing of the same elevation on Empire showing what the building would look like if everything was at the 25' setback. He did not believe it was the desired look nor the intent of the Land Management Code or the 1998 Master Plan. Mr. Tursic did the same comparisons along Lowell. He reiterated that the applicant was not requesting a setback exception along Manor Way.

Mr. Tursic stated that even with the requested 20' setback exceptions, they went through each elevation and each floor and calculated the average setback. It is a complicated equation because it needs to be done for each facade and each level, and the length of level varies. Mr. Tursic reported that even with the requested setback exceptions, with the exception of Shadow Ridge where they still meet the MPD required 25' setback, they exceed it on all other elevations. The setback along Empire is 32.35', along Manor it is 28', and 31.12' feet along Lowell.

Planner Ananth asked if the average setback accounts for length and building height or just the length. Mr. Tursic replied that it counts for building floor. He stated that in looking at the articulation, each level will be recessed at a different level. Each level might have a different height as well as a different length. For example, a top level at 33' is significantly shorter than the first three levels, which is why they account for all of that in the average setback calculation.

Chair Phillips understood that Mr. Tursic was calculating the total length of all the floor plates combined with where they are setback to determine the average setback. Mr. Tursic replied that he was correct.

Commissioner Suesser referred to the building that was proposed on Parcel B in 1998. She noted that it was four separate buildings, and it did not have the large interior courtyard that was currently being proposed. She asked Mr. Tursic to show the building with the courtyard. She asked if it was configured more like the proposed buildings on Lot B in 1998 whether they would need the setback exception. Commissioner Suesser

suggested reducing the size of the courtyard so the building can be set back properly from the street. Mr. Tursic noted that the 1998 plan requested setback exceptions on all four elevation, including Manor. He explained that there is no room to push the building back any further because of the garage levels. The garage is already at the absolute minimum in terms of the required circulation and the depth of the spaces behind the building.

Commissioner Suesser commented on circulation. She noted that AECOM recommended, and the 1998 Development Agreement required, a 15' trail around Parcel B. She wanted to know how a 15' trail fits within a 20' setback with landscaping. Mr. Schmidt pointed out that the trail does not all fall behind the right-of-way. Typically, a public sidewalk would fall within the right-of-way, not behind the right-of-way line. In this case, a 15' trail may need a few more feet behind the right-of-way line, and PEG was willing to grant a public sidewalk access easement for the areas that need the additional few feet to accommodate the wider pathway. Mr. Schmidt noted that last month they showed a 12' pathway around Parcel B, which is the standard size for a multi-use pathway. However, if the desire is to have a 15' pathway they could accommodate the additional 3'.

Commissioner Suesser asked for clarification on how much of the trail would be in the public right-of-way versus Parcel B. Commissioner Thimm asked if Mr. Schmidt knew the dimension from the back face of curb to the right-of-way line along there for the existing road. Mr. Schmidt replied that there is just under 11' from the back of curb to the right-of-way line on the west side of Empire Avenue.

Planner Ananth asked Mr. Tursic to walk through the average setback on Empire Avenue. She thought the Empire Avenue setback was 25' for the townhouses with some at 20' for the protrusion, and the corner has a greater setback. Planner Ananth wanted to know how Mr. Tursic calculated the high average when most of the facade appears to be between 20 and 25 feet. Mr. Tursic pointed to a corner that was well beyond 25' because it turns the corner and creates open space. He offered to provide a drawing to demonstrate how they justified the calculations. Planner Ananth clarified that the average setback is 32' because of the employee housing building being setback further. Mr. Tursic answered yes.

Chair Phillips did not believe they could hold this up to the Code because there are no average setbacks in the Code. However, from his standpoint, instead of taking the average of the entire height of the building he thought it should be the average on street level. Chair Phillips remarked that going up to the other levels with setbacks and the 35' side being taller than the rest skews the numbers.

Mr. Schmidt stated that the purpose of presenting this was to give the Planning Commission a sense of the strict interpretation of the Code and the variation they were proposing. The question is whether or not the Planning Commission wants to grant the exception. If the Commissioners choose not to grant it, the applicant will adhere to what is left in the Code.

Mr. Schmidt asked to have their legal Counsel, Robert McConnell, address the interpretation of that section of the Code from a legal perspective.

Robert McConnell noted that Mr. Tursic had already spoken to the specific language of the Code and the Planning Commission's ability to grant the exception if it is necessary to provide desired architectural interest and variation. Mr. McConnell stated that when interpreting a provision, the ordinance needs to be construed so all parts are relevant and meaningful. They are required to construe each part or section in connection with the whole and with every other part or section. Mr. McConnell recognized that as a land use authority, the Planning Commission was required to follow the Code and enforce the ordinances as written. As they review the provisions, the Commissioners should not interpret the terms of the ordinance to foreclose the power to grant the exception. Mr. McConnell clarified that the Planning Commission is given the authority to determine whether an exception is warranted, and the ordinance should not be read in way that results in no circumstance where an exception cannot or should not be granted. He stated that if they were to treat their authority as being applicable only in the context of an absolute necessity, it is difficult to imagine a circumstance where such absolute necessary exists. Mr. McConnell remarked that if they ignore all the other factors and apply the exception in isolation, it will always be possible to scrap the project or reduce the footprint of the applicable building and thereby eliminate the absolute necessity for a setback exception. He stated that from the applicant's perspective, that result is inconsistent with the wholistic and harmonious reading of the land use code in general and the power to grant the setback exceptions specifically.

Mr. McConnell recognized that it is a difficult determination in some respects because they were looking at it in the context of an amendment/approval of a plan. They were being asked to evaluate a variety of concerns, many of which are competing. Those concerns arise from the requirements of the land use code, an existing set of development entitlements, guidance of the City's General Plan, and the articulated vision of a more denser village core and destination resort. Mr. McConnell noted that all these factors go into their evaluation. He encouraged the Commissioners to read the ordinance wholistically so the ability to grant the exception is recognized and it is not interpreted as being impossible to ever grant an exception. Mr. McConnell did not believe the Planning Commission would have been given the power to grant the exception if it was never intended to be exercised.

Chair Phillips understood that the underlying zone is a 20' setback; however, because this project is over 2 acres, there is an additional setback. Mr. McConnell replied that it was a little different from Chair Phillip's understanding. The Code requires a 25' perimeter setback for an MPD. The Planning Commission is allowed to grant an exception to take it down to the required setback in the underlying zone, which in this case is 20'. Chair Phillips clarified that the underlying zone is a 20' setback. Mr. McConnell replied that is 20' for a front yard setback. Chair Phillips stated that because the size is over 2 acres, it goes back to the 25' setback. He agreed with Mr. McConnell's comment that the Planning Commission has the ability to grant exceptions and it was put into the Code for a reason.

Chair Phillips stated that in a future meeting he would like to see the setbacks of the neighboring properties to look at both sides of the street and how it all fits in context of the overall street. Planner Ananth stated that she asked the applicant to give a sense of the distance to the nearest residential abutters, and she included in her presentation for this evening. For example, along Shadow Ridge, the buildings are separated by approximately 100'. Chair Phillips was interested in seeing that information in her presentation.

Commissioner Suesser agreed that it would be helpful to see Empire Avenue and the relation of the residential homes to this building. She was also interested in seeing the separation on Lowell between this building and condos. Commissioner Suesser asked Mr. Tursic to pull up the picture showing the corner of Lowell and Manor with the setbacks indicated.

Planning Director Milliken reported that in their last meeting with the applicant, the Planning Department discussed creating street cross sections to really understand what the roadway looks like in relationship to the buildings on both sides. The applicant did not have time to pull those together for this meeting, but it has been discussed.

Mr. Tursic pulled up the slide Commissioner Suesser requested. Commissioner Suesser thought it was important to understand how the setback exception might impact the circulation going on around the building. She thought it would be helpful if they could depict the crossing and the sidewalk. Commissioner Suesser thought it was unrealistic to have a 20' setback from the property line with a trail going around the building and a crossing over to the Resort.

Mr. Schmidt stated that when four or five different consultants are working simultaneously in different programs, sometimes all the information is not transferred across. He explained that in the case of the trail and the turnaround, the correct

building footprint with the setbacks was properly depicted on the plans. However, the pedestrian crossing and the pathways had not been pulled back into the drawing shown. Mr. Schmidt pointed out that the drawings presented showing the pedestrian circulations and the turnarounds all had the correct buildings and building setbacks.

Mr. Tursic stated that is hard to visualize because currently only the street, curb and gutter, and a large parking lot exist. There is really no point of reference. He explained that the property line is not at the existing curb and gutter. There is a distance between the two. Therefore, the 5' exception is a depth that takes place within the property, and while it takes space away from some of the street elements there is still a lot of space beyond the property line, which is the public-right-of-way, before reaching the street.

Planner Ananth stated that sometimes people forget that public sidewalks and the trail the applicant was proposing are typically in the right-of-way because they belong to the public and are outside of the property line. However, in some cases it may encroach, and in that case the applicant grants an easement to the City so the City's sidewalk trail can cross over onto the applicant's property.

Chair Phillips commented on the particular corner they were looking at in relation to the bus turnaround. He thought that was a key location to have a cross section. Chair Phillips stated for the record that he would have a hard time granting an exception in that particular area knowing that space is tightly constrained. He believed that giving an exception on that corner will exacerbate the pinch points in that area. Commissioner Thimm echoed Chair Phillips comment. He thought it was important to settle on the bus turnaround and any adjustments and to have consensus between all the consultants.

Commissioner Thimm referred to the 1998 approval and asked Planner Ananth if there were some areas of the site where provisions were made for a 20' setback. Planner Ananth replied that the 1998 plans granted setback exceptions. For example, all four streetscapes around Parcel B have exceptions.

Commissioner Suesser did not think it was apples to apples because the 1998 plans were four separate buildings, and the massing and stepping was different from what they are seeing today. Commissioner Suesser stated that even though there was good cause to grant the exceptions in 1998 the configuration is different today. She did not believe the exceptions should be granted just because they were granted in 1998. The applicant was applying for the exceptions anew and the Planning Commission needed to go through all the considerations.

Commissioner Thimm agreed with Commissioner Suesser. However, at the very beginning of this process, they said they were looking at this through the lens of the

1998 approval. Commission Thimm remarked that acknowledging some areas where a lessened setback was allowed is an important precedent as they continue through the process.

Planner Ananth reviewed a drawing of Parcel B from the 1998 plan. She indicated portions where the building hits the 20' setback line on all of the different streetscapes. Mr. Schmidt referred to Commissioner Suesser's comment that the 1998 plan called for four different buildings. He agreed that the plan labels four different buildings; however, in practice when they are massed together, it has the appearance of two buildings. Mr. Schmidt noted that the massing was large, particularly along Empire Avenue. Planner Ananth pointed out that the buildings were still on top of a parking deck and did not go all the way down to the existing streetscape elevation. Chair Phillips agreed that in looking at the 1998 plan the building was labeled 1, 2, 3 and 4, but it was actually one building with the masses broken up into what appears to be two buildings.

Director Milliken thought it would be helpful for the Planning Commission if Mr. Tursic could identify the different setbacks and explain why a particular setback was chosen. Chair Phillips agreed that the knowing the reasoning behind each setback or elevation would be helpful in reaching a decision.

The Commissioners discussed whether they wanted Mr. Tursic to walk through justification for the setbacks this evening or address it in a future meeting. Commissioner Suesser recalled requesting additional information on distances to adjacent buildings that they were still waiting on. They were also waiting to hear from the City Engineer on the bus turnaround. Commissioner Suesser did not believe the Planning Commission was ready to weigh in on the setbacks without a lot of caveats. Commissioner Kenworthy preferred to wait for the additional information before making a determination. He was very concerned about the Lowell Avenue setback and he wanted to see all the transportation elements on the actual slide, as well as the perspective from the buildings to the south and the buildings to the west. Commissioner Van Dine also wanted to see the additional information related to the surrounding buildings and transportation. Commissioner Hall concurred that it was better to allow the applicant the opportunity to give a full presentation. Commissioner Thimm agreed on hearing a full presentation once they have all the requested information, including the slides from Planner Ananth regarding the abutting buildings. He thought it was better to have a full presentation with all the information and determine if additional questions need to be answered before giving direction.

Planner Ananth presented the 1998 plan on a parcel-by-parcel basis showing the setbacks. At Lowell Avenue, Empire, Manor Way, and Shadow Ridge the the setback was waived to 20'. She presented a slide showing the facades where the applicant was

seeking setback exceptions. On Parcel B they were looking for an exception on Lowell, Shadow Ridge, and Empire. Another slide showed the distance to the nearest abutter. On Shadow Ridge, there is approximately 100' between the facade of Shadow Ridge and the applicant's building. On Empire there is approximately 65' across the street to the setback of the buildings on Empire and the applicant's building. On Manor Way the next building is set back pretty far, and the distance is over 100'. At the closest corner there is approximately 100' from building facade to building facade. Commissioner Suesser did not think that was the closest corner. She wanted to know the distance from the applicant's proposed building to Lowell because she thought it was half the distance. Planner Ananth thought it was comparable.

Mr. Schmidt stated that any feedback from the Planning Commission would be helpful in terms of whether or not there was any sentiment towards granting exceptions.

Chair Phillips referred to the corner of Building D that was discussed earlier in the presentation. He was hoping to see a plan view of the garage level or main level on that particular elevation. Chair Phillips did not see the corner of a building being as much of a problem as a whole facade. He noted that the end of the building is on the entry corridor and the way the building is angled opens up the corridor, but it also directs the garage doors directly towards the traffic coming into the resort. He recognized that the applicant worked on mitigating that impact through architectural elements and landscape design and they were asking for a setback exception on that one corner. Chair Phillips asked if it was possible to clip that corner and make the larger loading garage door perpendicular to the road, turning it away from the prominent view entering the Resort. He suggested that if it could be done, they might not need the setback exception because they were only asking for an exception on the corner of the building.

Mr. Schmidt provided clarification on the corner where the exception was being requested. He explained that it was driven more as a function of the building being square and the property line is not square.

Following up on Chair Phillip's question, Director Milliken asked if it was possible to slightly tilt one or both of the entrances to the parking garage, so people are not looking straight at a garage door as they drive up. Chair Phillips asked for the requested exception on that particular corner. Mr. Tursic recalled that it was 5'. Chair Phillips suggested that if Mr. Tursic could rework that end of the building and reorient the doors, they might be able to eliminate or reduce the setback exception. Mr. Schmidt did not believe it would reduce the need for the exception because it clips a corner that is not related to those entrances. He thought making the doors perpendicular to Empire Avenue was doable, although it would add a little more mass to the building.

Commissioner Van Dine preferred to have a garage door hidden by trees versus seeing more massing and part of a building. She did not believe pulling the building out further would look any better driving up to the Resort. Mr. Tursic stated that making the door perpendicular would require a larger encroachment unless they cut into the garage. Chair Phillips stated that after looking at the garage layout, he could see the stall. He was initially looking at reconfiguring that end of the garage, but he could now see the difficulty in making that change. Mr. Tursic suggested the possibility of a subtle shift and reorient the garage door to make it less visible to those arriving at the Resort. He would look into it further.

In response to an earlier question, Mr. Tursic pointed out that part of the reason why the loading dock was on that side was due to the grading. He noted that the retail space was at the same elevation as the loading dock and the street itself. If they put it on the opposite side on Level 1, it would be above the main retail level.

Commissioner Van Dine asked for the distance on Empire from that corner to the nearest buildings. Planner Ananth replied that it was approximately 80' from the corner where the parking stall is located to the nearest abutter. Commissioner Suesser asked for the length of the loading dock. She pointed out that the loading dock at the Marriott on Lowell involves trucks being in the middle of Lowell for extended periods of time. She asked if they should anticipate the same at that corner of Empire. Mr. Tursic noted that there is queuing space to the setback line and the property line, and the loading dock is behind. He assumed smaller trucks would be using the dock rather than larger trucks, but that would actually depend on the type of retail, which has not yet been determined.

Chair Phillips asked if the Commissioners were prepared to give the applicant any indication of what they were thinking in terms of setbacks. Commissioner Suesser pointed out that they had only looked at two buildings.

Commissioner Suesser understood that the LMC requires that a building to have architectural variation and asked for clarification. Planner Ananth replied that Section 15-5, the Architectural Code, has required variation within larger buildings. Commissioner Suesser asked if all the buildings in this project would qualify to meet that requirement. Planner Ananth answered yes. Commissioner Suesser remarked that when an applicant says a setback exception is necessary for architectural variation, the other option is not a flat face building because they would be allowed to do that under the LMC. They would be required to provide variation. Commissioner Suesser clarified that applicants ask for the exception because they believe it will enhance the building and achieve architectural variation without reducing any of their square footage or density. Planner Ananth stated that any structure greater than 60' in length must

show some facade variation. Commissioner Suesser reiterated that a flat face building under the 25' setback is not an option that would be approved because it does not comply with the LMC. Planner Ananth agreed. Mr. Tursic disagreed. He stated that the Section of the Code Commissioner Suesser referred to requires a single 15' recess every 165', which this facade provides. Mr. Tursic clarified that the Code was asking for single vertical recess. It was not asking to step the building the way the applicant was proposing. Planner Ananth did not disagree with Mr. Tursic; however, if they show a building at the CUP process that does not have enough facade variation, it would likely be a problem even if the volume was approved because the Planning Commission would expect variation.

Commissioner Suesser pointed out that the Code allows an exception only if it is necessary to provide architectural variation. Robert McConnell noted that the language states, "if it necessary to provide desired architectural variation". The distinction they were making was the difference between desired and required. Mr. McConnell believed they were all on the same page in terms of the desire to have that difference. The struggle was whether or not they wanted to grant the exception. Chair Phillips remarked that three is a Code minimum, which the applicant could follow and get through the process. However, what they were proposing at this point was beyond the Code minimum, which is good cause for asking for certain exceptions. Chair Phillips believed they were all right in some aspect. The question is whether the Planning Commission believes that the exceptions being requested have good cause and if they agree with it.

Chair Phillips believed they could provide Mr. Schmidt with an idea of where the Commissioners were leaning on granting the exceptions once they have all the information that was requested. Without going through every setback exception, he personally could see some areas where an exception might be appropriate, and other areas where he had reservations about granting an exception. Chair Phillips stated that he was open to considering an exception on a corner of a building where it would not reduce the public pathways. He was less favorable towards allowing an exception in the pinch point areas and if the exception creates a reduction of the public pathways. Chair Phillips remarked that setback exceptions are not just for architectural variation or other specific reasons. They need to look at everything as a whole when considering the exception. Chair Phillips believed the Commissioners would be able to provide the answer Mr. Schmidt was looking for after they have the opportunity to go through and evaluate each setback exception individually.

Mr. Tursic continued with the setback presentation. He indicated a small encroachment on Parcel C. Mr. Tursic stated that the setbacks on the remainder of Parcel C exceed the 25' required setback. On Parcel D there is a small corner that protrudes into the 20'

setback looking from Lowell, and also on the opposite corner on Empire. This is due to the orientation of the building in trying to create the public space and open the mountain view. Mr. Tursic stated that they were well within the setback on Silver King, with the exception of the small ground level area. There is also encroachment on the mountain side. He was unsure whether facing the mountain would be considered a perimeter or internal setback and he looked for guidance from the Planning Staff. Planner Ananth viewed it as an internal setback rather than a perimeter setback, but she would confirm that with the Planning Director and the City Attorney.

Commissioner Suesser noted that there is supposed to be a connecting walkway from Silver King to the Resort and she was concerned that it would be impacted by the setback exception. It was difficult to know because the slide presented did not show a pathway connecting to the plaza and up to the Resort. Chair Phillips stated that he was struggling to find the architectural variation that this particular setback would achieve or whether it would only extend the length of the building. He clarified that his comment speaks to the justification of granting a setback exception for architectural variation.

Commissioner Thimm asked Planner Ananth to clarify her interpretation on the back property line. Planner Ananth stated that in her view it is an internal setback because it abuts a parcel that the applicant is allowed to count towards their open space. Based on her interpretation, Commissioner Thimm understood that the setback would be at 20' rather than 25'. Planner Ananth answered yes. Commissioner Thimm stated that the veil shown in yellow would come out and everything in white would become veiled in yellow. Mr. Tursic agreed. If this was looked at as an internal setback, they would not need to seek an exception. Commissioner Thimm thought it was important to have that interpretation clear.

Commissioner Thimm provided input on the setbacks. In reviewing the Code and looking at the Empire phase of Building B, he believed the the adjustments to 20' fell within the interpreted reason for the Code that allows a reduction to 20' in creating the scale of the building. Commissioner Thimm stated that along Empire Avenue and looking at what is directly across the street to the east, he thought the 20' setback makes in that area. Along Shadow Ridge, he did not believe the articulation required would be of the level proposed. Commissioner Thimm stated that along Shadow Ridge, scaling the buildings such that from the sidewalk level the buildings are not perceived as being so tall is articulation that provides variation and scale. Commissioner Thimm had concerns with Building B along Lowell. He did not believe they were achieving architectural variation at the ground plane and he questioned whether reducing the setback is actually achieving the goal that is outlined by the Code. Commissioner Thimm stated that he would have a hard time making a finding that that architectural variation is needed.

Chair Phillips agreed with all of Commissioner Thimm's comments. He had the same thoughts on Building B, as long as those exceptions do not inhibit the ability to have the required public pathway. Commissioner Thimm concurred.

Robert McConnell asked for the width of the public pathway the Commissioners wanted to see along Building B. Commissioner Suesser replied that both AECOM and the 1998 Development Agreement recommended 15 feet. Chair Phillips explained that the Planning Commission was basically amending the 1998 DA and improvements would be their reasoning for making the amendment.

Commissioner Suesser stated that she would reserve her comments and decision on the setbacks until they have all the information. Commissioner Kenworthy stated that he was waiting for a comprehensive view before making a determination of compliance. He wanted to see the effects on the transit, height, open space, etc. all put together.

Chair Phillips stated that he was also hesitant to provide feedback on each building at this point which is why his earlier comments were broad. He did not want to give a false indication to the applicant that he agrees with something when he does not have all the information to actually make a decision. However, if the applicant understands that any feedback is in the context of what is in front of them versus what they need for a final conclusion, he was comfortable providing preliminary information.

Mr. Schmidt understood the format and the conditions by which the Commissioners were giving feedback. He remarked that any feedback is helpful because it lets the applicant know where things stand. Chair Phillips asked if Mr. Schmidt wanted the Commissioners to comment on each building, understanding that their comments were only intended to help the applicant come back with better information. Mr. Schmidt thought that would be helpful.

Mr. Tursic stated that the only encroachment on Building C is to the right of Lowell Avenue. It is a short portion that encroaches into the 25' setback. He believed that was the only setback exception on Parcel C. Planner Ananth asked if that was for another loading dock area. Mr. Tursic answered yes.

Chair Phillips understood that a setback exemption needs to be for architectural articulation. If that is the case, he did not see how allowing this exception would provide what the Code requires for the Commissioners to reach that determination. Chair Phillips stated that at this point he would not be in favor of granting the setback exception.

Mr. McConnell believed this was another example where they need to understand what constitutes an internal versus an external setback. He thought this was directly across the street from another portion of their project. Commissioner Thimm asked if it was a public right-of-way. Mr. McConnell answered yes. Planner Ananth clarified that she has not viewed this setback as internal. Commissioner Thimm believed that when the setback is on the public-right-of-way it does not become internal. Mr. McConnell did not believe the Code provided much guidance in an MPD on how to determine internal perimeters. Commissioner Thimm stated that in his 40 years of experience, if it is on a public right-of-way, it is not an internal line. He also agreed with the comments by Chair Phillips.

Mr. Schmidt understood this setback was for loading dock access and that it was a retaining wall and not part of the building. He asked if it would qualify as a building or site improvement. Planner Ananth replied that a retaining wall is typically a structure, and it would count.

Commissioner Suesser agreed with the comments by Chair Phillips and Commissioner Thimm.

Mr. Tursic remarked that Parcel E was already discussed and pending verification, it was not considered a perimeter setback and an exception was not necessary.

Mr. Tursic commented on two exceptions on Parcel D at the corner on Empire, as well as the corner on Lowell, which was already discussed.

Mr. Tursic pointed to the only exceptions on Parcel B at the corners of Lowell and Empire, which were previously discussed.

Commissioner Suesser challenged that the section on the west side of Building E was internal because it abuts public space, public right-of-way, and they have discussed a public route through there as a connecting area. It is open space that has been allocated within this project. She emphasized the need to confirm it because she did not agree that it was internal. Planner Ananth stated that she would confirm it for the next meeting. Commissioner Thimm agreed that it needs to be determined. It is important to get the correct interpretation to know if it was even an issue. Chair Phillips stated that if it is determined that the setback is 20' there would be no discussion. If it is determined through analysis that it is a 25' setback, he could not see the architectural articulation achieved by granting an exception.

Mr. Tursic indicated the corners on Parcel D at Lowell and Empire that poke into the 20' setback. Chair Phillips believed he could consider the exception because it is important for creating the view shed. However, he was unsure if the Code was specific on what they could consider in making a determination and whether it conflicts with creating view corridors.

Mr. Schmidt suggested that they look at the building holistically and consider that the setback is necessary in order to keep the architectural variation integral. Chair Phillips agreed.

Commissioner Suesser questioned how they could access the architectural articulations without seeing an image of the facade. Mr. Tursic showed a rendering of the facade that was shown in his presentation last year. Commissioner Suesser asked if it still the current plan. Mr. Tursic believed the only change since this was presented is that the top level of the Building was removed. The articulation of the building itself has not changed. He noted that the top level of Parcel D was moved to Parcel C after their presentation last year.

Planner Ananth asked if the building could be narrowed 10' to get away from the 5' setbacks on each end. Chair Phillips thought the garage bay could be moved back; however, it would create a flat plane on the backside of the building. He anticipated that if the exception is not allowed, they could end up with a flat facade on all four levels.

Commissioner Thimm stated that there were still height issues at that end of the building that needed to be addressed. In terms of making a finding with respect to necessary architectural articulation, he thought it would be difficult to make a legitimate finding for the garage extending into the setback. Commissioner Suesser agreed. A loading dock and a garage coming into the setback is not an appropriate reason for granting an exception.

Mr. Schmidt explained why he believed the other setback exceptions on Parcel D were necessary to provide the necessary architectural variation. Commissioner Thimm understood why the area with the windows could be looked at as part of the architectural variation and articulation. Based on the Code, he did not believe they could make a finding to allow exception for the stairway. Commissioners Suesser, Van Dine, and Phillips agreed.

Mr. Tursic walked through the building height presentation. He noted that they looked at the building heights in the same way as the setbacks, beginning with LMC Section 15-6-5, which outlines six different requirements for the building height exception. The first requirement is transfer of development credits which is the first requirement

applicable to this project. The second requirement is that the buildings have been positioned in such a way to minimize visual impacts on adjacent structures, as well as potential problems on neighboring properties caused by shadows, loss of solar access, and loss of air circulation. Mr. Tursic noted that the applicant submitted solar studies to the Planning Staff, and they were also included in this presentation. Other requirements include adequate landscape and buffering from adjacent properties, increased setbacks and separation from adjacent projects and properties, the additional building height must result in more open space than what is required. The last requirement is that the building height is designed in a manner that provides transition in roof elements in compliance with Chapter 15-5.

Mr. Tursic remarked that the additional density granted on Parcels B, C, D, and E came from the 1998 Development Agreement where 11.4 acres, which is basically the current First Time Lift and Magic Carpet runs, were designated as an open space requirement. Mr. Tursic pointed out that all the density from that parcel was granted to adjacent parcels B, C, D, and E. In addition, it also counts as part of the open space when doing the open space calculation required by the Land Management Code.

Chair Phillips noted that Parcel A was left out of the big picture of the original 1998 Development Agreement. Chair Phillips clarified that all of the open space is not credited towards B, C, D and E and he wanted to know how much of the open space is allocated to Parcel A. Mr. Schmidt did not have an immediate answer and offered to check.

Mr. Tursic presented a table showing the density that was approved for each parcel with the 1998 Development Plan. It also defined each use. Mr. Tursic stated that typically there is a residential use, residential support and commercial accessory use, and resort accessory and retail commercial use. Mr. Tursic noted that per the 1998 Agreement, Parcel B was allowed to build up to 323,000 square feet; Parcel C 192,000 square feet; Parcel D 102,000 square feet; and Parcel E 187,000 square feet for a total of 800,000 square feet.

Mr. Tursic stated that per the current design, the buildable area was significantly less on each parcel with the exception of Parcel C. They were proposing a development of 240,000 square feet on Parcel D, which is approximately 26% less than what was approved in the original Master Plan. Parcel C was slightly larger by 10% or 20,000 square feet, primarily due to the different uses being proposed. Mr. Tursic stated that the original Master Plan contemplated a condo or residential building, and PEG was proposing a hotel. A hotel requires a lot more support, back of house, and public space than a residential building, which results in the difference of 48,000 versus 16,000 square feet. Mr. Tursic pointed out that Parcel C is the only parcel that exceeds the

total allowable area. The buildable area on Parcel D was 22% less at approximately 80,000 square feet. Parcel E is 35% less, which is a function of the reduced parcel. Mr. Tursic stated that in total, the PEG development is 19% smaller in terms of the allowable area. The difference is 650,000 versus 800,000 square feet.

Mr. Tursic recalled comments about adjacent properties being 35'. He remarked that in this particular case, with transfer of density from the open space and ski area to the adjacent parking lots, it is not possible to build 654,000 square feet within a 35' height. If they did, it would be one huge mass of building without any open space, which would not meet the requirements.

Mr. Tursic noted that building siting and massing has been discussed in terms of how it compares to the original master plan. He stated that while they need to meet all the current LMC requirements, they are also evaluating the project and comparing it to the original 1998 plan. Mr. Tursic pointed out that the building height in the 1998 plan was measured differently that it is under the current standards. The main difference is that it was not measured from natural grade but by the established datum which was a ground level elevation. Mr. Tursic presented a color-coded slide showing the point where the measurement was from all the way up to the ridgeline. He noted that everything shown in blue was unaccounted in the building height that was quoted in the 1998 plan. Mr. Tursic believed this was important to understand, because as they compare building to building heights it is not apples to apples unless they compare sea level elevations.

Commissioner Suesser referred to the blue area, which was the garage space. She asked if they were digging down as far as what was anticipated in 1998 or if it was too expensive to build a larger garage underground. She wanted to know if the 1998 plan had a much garage and parking above ground as the current plan. Mr. Tursic replied that this project was going quite a bit deeper than the original 1998 plan. He presented the section through the Parcel B parking levels. He explained what he believed was deceiving in the previous design. On Lowell Avenue, all three parking levels were below grade. As it starts coming onto Empire Avenue, the way the sections are drawn it appears to be below grade. However, in reality the schematic section indicates that it was a berm. Landscaping was brought up higher to conceal the garage level. Commissioner Suesser thought that made sense because there is a significant change in elevation from Empire to Lowell. Based on Mr. Tursic's explanation, Commissioner Suesser understood that everything on Lowell was below ground, and there was no above ground parking on the Lowell level.

Mr. Schmidt noted that Mr. Tursic was showing the north-south section. He pulled up the east-west section across Parcel B showing Lowell Avenue on the left side of the page and Empire Avenue on the right side of the page. Mr. Schmidt pointed to the

street elevation on the left and noted that coming straight off the street elevation was a section of the garage above grade from the street elevation. He drew a straight line from that corner down to the other corner, and where the garage intersects the line, the floor of the garage is actually above the elevation of Empire Avenue.

Commissioner Suesser wanted to know why what Mr. Schmidt showed was different from what Mr. Tursic had shown. From Mr. Tursic's diagram it looked like all the garages were below grade. Mr. Schmidt reiterated that it was a north-south elevation from Manor to Shadow Ridge. The diagram he showed was an east-west section. Mr. Schmidt thought it was clearly evident that the floor of the garage was above grade.

Commissioner Kenworthy asked Mr. Tursic if sea level was the benchmark for all the heights in the application. Mr. Tursic answered yes. It is how they intended to present it them, and it was how they were submitted to the Staff. Mr. Tursic explained that they were calling the top of ridge as a sea level elevation. Commissioner Kenworthy asked Planner Ananth if her heights were benchmarked off of sea level. Planner Ananth stated that related to building heights she was going off the roof peak to the datum, not the sea level elevation. However, she corrected that for her presentation this evening using Mr. Tursic's sea level benchmark for a more apples to apples comparison. Commissioner Kenworthy asked if that update was different from what was in the Staff report. Planner Ananth answered yes. Fact #3 related to building height was different. Commissioner Kenworthy asked whether the heights presented this evening were in line with the MPD from 1998. Planner Ananth stated that in the height comparison, she compared the 1998 peak height to the 2021 peak height. The difference on Parcel B at the peak is that the new plan is about 2' taller to the roof peak than the 1998 plan. It is most different on Parcel C because the applicant shifts density and height. Parcel E is the same height at the peak. Parcel D is a couple feet taller. Planner Ananth recommended that the Planning Commission focus less on the specifics and look more at the volume and massing comparisons. She thought volume and massing was the most helpful way to look at the difference when Mr. Tursic compares the 1998 buildings with the current buildings.

Commissioner Kenworthy stated that he was looking at the differences which were 0, 4 and 2. He understood that even with the slight difference of 0, 4, and 2, he would notice a big difference when he sees the massing. Planner Ananth thought the difference was in the massing more so than the height, with the exception of Park C, as part of the criteria the Commissioners need to evaluate. Planner Ananth stated that for the most part, the heights are fairly comparable, but they are different. For example, at the corner of Shadow Ridge and Manor Way on Parcel B, the 1998 plan was lower at that corner than it is in the 2021 proposal. However, the townhouses on Empire are

significantly lower than the 1998 plan. She urged the Planning Commission to take more wholistic view.

Commissioner Kenworthy was pleased that Mr. Tursic explained the density transfer because they do get a lot of 35' question about the Land Management Code. He stated that in those years they did transfer the density, which definitely affected the heights throughout this project. Planner Ananth agreed that there was no way this project could be built at 35' heights and come close to the density that was granted in 1998.

Chair Phillips noted that the volumetric illustrations were presented earlier this evening showing how the applicant worked with the Planning Staff on shifting the volumetrics. Mr. Tursic stated that he intended to go through each parcel and give an overview of the changes to refresh everyone's mind. Commissioner Kenworthy asked Planner Ananth to point out the massing differences as they go through it.

On Parcel B, Mr. Tursic presented a perspective from the corner of Empire and Shadow Ridge showing what the original 1998 Master Plan approved. It was a cluster of four buildings that created a monolithic appearance on Empire. There was a lot of mass in the center of the building compared to what is proposed today. Mr. Tursic pointed out that in some instances the currently proposed buildings are taller than what was envisioned in 1998, but in other instances some of the current buildings are much shorter. He explained the differences and why the volume in their plan was taller in some areas and shorter in others.

Mr. Tursic explained how the buildings height was measured. For example, as it is measured today, they took the tallest ridge elevation of the Shadow Ridge volume and measured from the lowest point, which achieved a build height of 75' from the lowest natural point to the tallest point of the ridge. Mr. Tursic stated that translating that into sea level elevation, the height equates to 6999. He pointed out that the original plan at its tallest location along Shadow Ridge was 7013. Comparing the tallest portion of the volume along Shadow Ridge versus the current proposal, the proposed plan is 4' shorter.

Commissioner Thimm questioned the math. If they were comparing 6999 to 7013 the difference would be 14'. Mr. Tursic stated that his team would verify the numbers to determine if the difference is 14' or if the 7013 is actually 7003.

Mr. Tursic believed that using sea level elevation to define the top of the ridge was the best approach because the natural grade changes so much that it is difficult to track its lowest and highest point. For the purpose of this presentation, he wanted to give everyone a sense of the proposed building height; however, he wanted to translate it to

a sea level elevation that could be compared to the 1998 plan to understand the differences.

Chair Phillips noted that in 1998 the datum line was the basis for measuring height. That was the logic and that is the height they are left with. Mr. Schmidt stated that measuring from the datum line was a common tactic in the 1990s because the surveying was more rudimentary, and contours were drawn by hand. They did not have the sophisticated technology of today. He remarked that in 1998 the elevation was set at 41 and they took a flat plane and extended it all the way across the site to determine ground zero as the point to measure from. Mr. Schmidt stated that if they do that today, they are left with an area shown in blue that was not counted in 1998. He explained that there needs to be a building because it cannot just float like it does on paper. Mr. Schmidt pointed out that under the LMC they need to count the blue area, but when comparing to 1998 they go back to the datum and count from the datum. He stated that PEG Development had chosen to translate from the datum to sea level elevation for the purposes of this application and for comparison.

Chair Phillips recalled this in a previous discussion because the Planning Commission wanted to make sure they had something clear to work with in working with the elevation. He believed that more important than looking at where the measurements come from is how it compares to the highest point of the measurements from 1998 versus where they are in actual height. Chair Phillips pointed out that in the end they are comparing the top of the buildings but setting forth a different means of putting on the record what they were agreeing to. Mr. Schmidt stated that they were putting the comparison in the same terms. The areas shown in yellow, red, and blue is as it was drawn in 1998; however, the discrepancy is that the area in blue was not counted in 1998 but it must be counted today.

Chair Phillips asked Mr. Schmidt if PEG was coming to the Planning Commission today with a CUP on the existing development agreement, what was shown on the slide is what they would have to work with. Mr. Schmidt answered yes. They would go back to the 6941 contour and measure all the heights off of that contour. He pointed out that they would need to build the area shown in blue because the building needs to be on the ground. He remarked that for whatever reason, it was a gap in the 1998 plan that was never pointed out and never clarified.

Mr. Tursic showed the approved volumetric diagram from 1998 that were drawn by hand and basically defined the same heights and building envelope. He noted that the diagram acknowledges that the heights referenced are measured from established datum 6941 for two building, and on the opposite side it was measure from 6951 because the grade was higher. Mr. Tursic stated that in order to help with an apples to

apples comparison and to help understand how the PEG project design compares to the original design, they took the same information that was approved in the 1998 plan and extruded it digitally to come up with the diagrams presented. Mr. Tursic clarified that the intent was not to indicate what was or was not parking. They only wanted to point out that in 1998 the building height was measured from 6951 at one corner and 6941 at the other corners, and everything down below was not part of the building height measurement.

Commissioner Kenworthy understood that what was being presented today were lower building heights and more massing. He asked if Planner Ananth agreed with Mr. Tursic after having analyzed it herself. Planner Ananth replied that she did agree.

Mr. Tursic stated that part of why they think it is important to define their building heights as sea level elevations rather than building heights, because at that point everyone understands the maximum allowed building height. It is also easier to compare it to the 1998 plan because it is difficult to figure out the building heights in actual feet based on the information provided in the 1998 plan. They can only measure it from the datum that was established to figure out the sea level elevation.

Mr. Tursic presented a comparison showing the building height measured from natural grade at 87' which translates to 7029 feet sea level elevation. They then compared that against the 1998 sea level elevation, which was 7027. In that specific location, the new plan is 2' taller than the original plan. Mr. Tursic stated that for the townhomes, the height is 6979 and approximately 43' above grade. The original plan was much taller at 1717, resulting in a 38' difference in that area. Mr. Tursic stated that they created the original plan three-dimensionally to see the overlay as opposed to just providing different metrics, numbers, and elevations. With the overlays it is easy to quickly point out whether the proposed buildings are taller, shorter, or the same height.

Chair Phillips asked if the Commissioners wanted to do a straw poll on each building, similar to what they did with setbacks. If they did, he suggested making their comments as they go through each building.

Commissioner Kenworthy wanted Planner Ananth show the slide of the updated comparison she was redlining. Commissioner Kenworthy asked if these were the differentials they would be amending if they choose to amend the MPD. Planner Ananth answered yes, those were the differentials between the peaks. She noted that there was variation throughout the parcel from the highest point to the highest point.

Commissioner Thimm thought it was extremely important to look at what this means to this site, and then to the adjacent streets and properties across the street as the project

goes up and down all the way around the site, in addition to number of feet up. Commissioner Van Dine wanted to see that as well in relation to the surrounding buildings. Commissioner Thimm clarified that he was asking for a street section that is cut and goes all the way through the street and shows the buildings on either side of the street, whether they are existing or proposed by this application. Commissioner Kenworthy stated that it was exactly what he was looking for when he asked for a more comprehensive view during the setback discussion.

Chair Phillips was concerned about time since there was a significant amount of presentation and discussion left and they still needed to open a public hearing. Planner Ananth noted that the meeting needed to end at 10:00 p.m. because of scheduled server maintenance. She suggested the possibility of postponing the parking discussion to the next meeting. Commissioner Thimm favored postponing the parking. Chair Phillips stated that the Planning Commission would continue with the building heights, take public input, and continue the parking discussion to the next meeting.

Commissioner Kenworthy pointed out that the benchmark heights that the City was now confirming were different than what was presented in the Staff report. He thought that contributed to some confusion and he was glad they were finally all in agreement on the benchmarks. Planner Ananth clarified that the slide she showed was an update to the facts for building height. Commissioner Kenworthy understood and just wanted to make sure it was on the record.

Chair Phillips pointed out the discrepancy at the beginning of the building height presentation regarding the 7013 versus 7003. He wanted to make sure that the other numbers followed by 70 are correct. Chair Phillips asked for confirmation on the accuracy of all the numbers.

Mr. Schmidt requested that the Commissioners continue providing their comments building by building. Commissioner Suesser asked if the applicant could address how they were meeting each of the building height exception criteria. Chair Phillips noted that he has continually asked for shadow studies and he was hoping to see those in the presentation this evening. Mr. Tursic stated that if Planning Commission wanted him to demonstrate compliance with each requirement, he preferred that they hold their comments until the end rather than building by building.

Mr. Tursic stated that they were presenting a lot of information and clarifying a lot of information that was previously presented primarily because it is very complicated, and because they only meet every three months. This presentation is different because they actually called out the maximum building heights and submitted them to Staff for confirmation and comparison. He acknowledged that there was a typo on the overall

building diagram that was provided to Planner Ananth. The correct number was 1713 in that location at the tallest point and the typo was 4' rather than 14'. He clarified that all the other numbers are accurate as compared to the original plan. He had enlarged everything so they could look at each parcel individually rather than looking at the entire site and zooming in and out.

Mr. Tursic continued with his building height presentation and identified the changes that have transpired over the past year working with the Staff and responding to the Planning Commission and the community. He reiterated that for Parcel B the building height on Lowell is 2' higher than the 1998 plan and 38' lower on Empire.

Mr. Tursic reviewed the approved volumetric of Parcel C from Lowell Avenue. He noted that Parcel C had a different configuration in the 1998 plan because of the proposed realignment of Lowell. He presented the tallest elevation, which was the entire floor of the units that were transferred from Parcel D to Parcel C against the mountain in the spirit of the original master plan, so the tallest portions of the building and density were against the mountain and not against adjacent streets or properties or residential neighborhoods. Mr. Tursic presented the same parcel from the opposite side on the south facade. He noted that in looking at the overlay of the proposed building heights, the current heights are comparable along the south elevation. However, they were quite a bit higher due to the additional floor that was transferred from Parcel D to Parcel C. Mr. Tursic stated that the proposed ridge on the south end was at 6996, which is equivalent to the tallest portion of the original master plan. Essentially both plans are at a 67' height measured from the lowest point of natural grade. Based on their calculations, the PEG plan is 17' taller at the peak, again due to the transfer of the additional story. The buildings were also taller along the wing facing the plaza because of the different configuration he had mentioned.

Mr. Tursic reviewed Parcel E and the approved volumetric from Lowell Avenue. The datum the approved building heights were measured from was 6895. He noted that the overlay fits well within the existing envelope because an entire floor of the building was moved to Parcel C. Mr. Tursic stated that Parcel D from the Empire perspective is pretty much the same with minor differences. The 1998 plan had more mass intruding into the public space. PEG thought it was important to keep the space open and generous and the mass was kept in the back. In terms of the building height, the current plan is 4' taller on the back portion of the building and the front portion of the building fronting Lowell is 1' lower. Based on the massing diagrams and the actual elevations, Mr. Tursic believed the building height was comparable to the 1998 plan.

Mr. Tursic stated that the most difference was on Parcel E in terms of the footprint itself. They were using a much smaller footprint than the original master plan, however, based

on the redesigned massing presented earlier in the evening, they were able to fit the building within the approved envelope specifically in relation to the adjacent condominium and Silver King. Mr. Tursic pointed out that some of the mass was transferred to the plaza and closer to the mountain where it did not abut another residential property. Mr. Tursic stated that in looking at the building height comparison, the maximum height along Silver King is 4' lower than the original master plan. The other wing facing the plaza was at the same elevation. Both buildings are 83' and 84'.

Mr. Tursic presented a diagram showing the top level maximum building height in feet and sea level elevation for each component of the building. He noted that Planner Ananth also had this diagram, and she could share it with the Commissioners if they wanted more time to review it. Mr. Tursic presented a diagram showing the distances from the adjacent properties.

Mr. Tursic presented solar studies and explained how the studies were done. He stated that they typically do solar studies for the most extreme conditions. They looked at the four seasons and four different times of the day.

Commissioner Suesser recalled a public comment that the building heights and configurations used for these studies were not consistent with the most current plans. Mr. Tursic replied that the most current plans were used for the studies. The only exception was Parcel E because that parcel was recently changed. He offered to rerun the study for Parcel E.

Chair Phillips noted that all the slides in Mr. Tursic's presentation were provided to the Staff and the Planning Commission would have it at their disposal as well. Mr. Tursic stated that they were submitted two weeks ago so Planner Ananth would have time to analyze them and include them in her report.

Mr. Tursic reviewed the solar studies for each season and time of day. He noted that the winter solstice was the worst case scenario for casting shadows.

Mr. Tursic noted that the next requirement is landscaping and buffering from adjacent properties. A complete landscape plan will be provided as a part of each CUP. He pointed to very large open landscaped areas designated as public spaces. There were also additional areas for landscaping against adjacent properties and spaces. He emphasized that the landscaping would be further refined with the conditional use permit for each parcel, but landscaping is a requirement for the building height variance.

Mr. Tursic stated that the last requirement is open space. The LMC defines two basic requirements. One is the minimum amount of 60%. The second is that a building

height variance requires that the development exceed the minimum amount of open space. He noted that the requirement also talks about the type of spaces. During this process they should be discussing what kind of spaces are appropriate. Mr. Tursic outlined the public spaces on each parcel.

Commissioner Thimm referred to the overall site plan with the building heights. He stated that in looking at the overall plan the heights were significantly lower than the 1998 approval in areas adjacent to existing buildings. He believed that was a major improvement in terms of what the experience on that street will be, especially for the people who live on the east side of Empire Avenue. Commissioner Thimm remarked that moving some of the height to another area was better for the neighborhood fabric. He believed there were some gives and gets. Commissioner Thimm noted that early on in this process they talked about moving density or square footage to Building C up against the mountain and the large open space, and away from the lower scale neighborhood. He thought that was a great give and get. Commissioner Thimm commented on the new configuration of Parcel E. He felt they were becoming more sympathetic with the adjacent neighborhood and area to the north and the experience of the street by stepping the north edge of the building. He thought that was another improvement. Commissioner Thimm stated that if this was about gives and gets, he was still concerned about the east end of Building D and found it problematic. In terms of gives and gets and the additional height being requested through an exception, he thought it was important to address the neighborhood to the east and to the north and look more closely at the height of the building. He suggested that the applicant step the building to make it more congruous with what was happening on the east and the north and makes a strong statement as people enter into the centerpiece of the resort.

Commissioner Van Dine agreed with Commissioner Thimm. Her issues mostly relate to Building D where they were putting the taller building across from lower buildings. Commissioner Van Dine thought they had done a much better job with Building B putting the density up against the mountain and keeping the townhouses across from smaller buildings. She thought the shadow studies were good and showed that huge shadows would not be cast on the neighboring buildings. Commissioner Van referred to an earlier discussion about the comparison heights of the buildings and she would like to see the comparison of buildings across the north and south sides of Building B and surrounding adjacent areas.

Commissioner Suesser stated that her biggest concern was with Building C. Due to the transfer of density the building is 13' feet higher than what was anticipated in the 1998 plan and she believed that impacts the way this Building C fits in. It is so big and so tall it looks out of proportion. She noted that in the 1998 plan the density was spread out and it was significantly smaller.

Commissioner Suesser stated that in terms of the criteria for a height exception, she did not think adequate landscaping had been provided for the Commissioners to evaluate whether or not Criteria #3 was met. Open space was another issue because she could not narrow down how the open space was calculated. Commissioner Suesser remarked that it would be helpful to have that clarity in order to address Criteria #5. She did not hear Mr. Tursic address Criteria #4, which are the increased setbacks for each of the building height exceptions requested. She did not believe that criteria were met for Building B. Commissioner Suesser stressed the importance of carefully assessing each of the criteria in considering these exceptions.

Commissioner Hall echoed the comments of her fellow Commissioners. The explanation of Criteria 4 in terms of the increase in setbacks is important and she echoed Commissioner Suesser's concern.

Commissioner Kenworthy agreed with Commissioner Thimm. He thought the focus of the entry point on the eastern side of Building D needs work. Commissioner Kenworthy referred to Building B and stated that the issues related to transit in that area needs a deep dive before they can discuss the setbacks.

Chair Phillips agreed with the other Commissioners. He thought Commissioner Thimm did a great job explaining the gives and gets, as well as identifying that the end of Building D needed to be reworked. Chair Phillips looked forward to getting the additional information that was discussed earlier.

Chair Phillips opened the public hearing.

The following people raised their hand on Zoom to comment.

Nikki Deforge, representing RRAD, commented on the requested building height variances. She noted that the zone allows 35'. The previous request by PEG was 85' and now it is up to 103', which is 300% above what is permitted in the zone and significantly higher than what was permitted in the 1998 Development Agreement. Ms. Deforge stated that she was disappointed to see how much time was spent comparing the building heights currently being requested with what was previously approved because legally speaking, it is almost entirely irrelevant. Ms. Deforge remarked that all six factors under the LMC must be met before the Planning Commission can even consider granting a height variance, much less what the variance should be. She thought they were putting the cart before the horse by ignoring the factors and looking at what was previously approved. If it is remotely consistent, there seems to be a misunderstanding that that is a basis for granting the variances. Ms. Deforge stated

that it is not a basis, and if the variances are granted on that basis, it would be the easiest appeal. She clarified that they do not want that remedy. They only want a project that complies with the LMC. They want to make sure that the criteria are clear and considered and that findings are made that match the criteria. Ms. Deforge emphasized that all the criteria must be met. If even one is not met the Planning Commission cannot grant the variance even if they like the plans or it is consistent with what was previously approved. This is a new request, and it must meet all the requirements under the current LMC. Ms. Deforge noted that the burden is on the developer to establish that all the requirements are met.

Ms. Deforge reviewed each of the criteria:

1. Increase in height cannot increase square footage or volume over what is allowed under the zone or from transfer of credits. She noted that what is proposed clearly exceeds what is under the zone by 300%. Ms. Deforge stated that it is based on square footage, not overall massing or previously approved heights. She noted that the transfer of credits for the square footage was granted in exchange for other "stuff" in the DA. The question is whether the developer should get what they got under the old plan without having to comply with any of the conditions that were imposed in exchange for the gives or entitlements. Ms. Deforge remarked that there were requirements about not being able to transfer density from parcel to parcel. There were requirements about stepping, underground parking, and other things that are being wiped away as though they never existed. Instead, they were looking in isolation at one thing under the DA or one thing under the old MPD to make sure the applicant gets all the square footage and all the density so heights can be increased based on that square footage. She stated that it is not a "wholistic approach" which is a term that has been used a lot and, in some cases, misused in connection with some of the criteria this evening.

2. The Buildings need to be positioned to minimize the visual impacts on adjacent structures with mitigations for shadows, loss of solar, etc. Ms. Deforge stated that no showing was made that this factor is met, and no mitigation has been offered. She agreed that stepping is one way to mitigate the impacts, and the stepping required in the DA in exchange for building height increases is significantly more than what this applicant is providing. Ms. Deforge remarked that most of these buildings on many sides have no stepping at all and certainly not enough to justify the 300% increase in the height. She pointed out where the shadow studies do not match the current plans. Ms. Deforge thought the shadow studies need to show the actual building heights in the current plans to make sure they match up. There is no way to know what the shadow studies presented were based on, and without seeing more specifics they all assume it is accurate. Ms. Deforge stated that a lot of changes are occurring on many different fronts and they cannot just rely on one picture and one slide. They need the backup for

what is being shown to make sure that everyone is looking at the correct numbers and the most current plans. She stated that RRAD was particularly concerned about a seven-story building across from the homes on Empire, Lowell, and Manor Way. The shadows cast from that building will be significant and they need to look at this more carefully.

3. Adequate landscaping and buffering from adjacent properties. Ms. Deforge strongly disagreed with the statement that the Planning Commission does not need to look at the plans until the CUP process. That might be the case without the height variance requirement, but where there is a criterion that specifically requires making a finding that there is adequate landscaping and buffering from adjacent properties, the Commissioners cannot make that finding based on the hope that the applicant will submit adequate plans in the future at the CUP phase. Ms. Deforge emphasized that landscaping plans need to be submitted now in order to make the requisite finding.

4. Increase setbacks and separation from adjacent projects. Ms. Deforge noted that the developer wants to triple the maximum heights while reducing setbacks in some places, and in most places just maintaining the 25' perimeter setback that is required. She did not believe either of those things justify an increased height variance. Ms. Deforge stated that this is not a project analysis. They cannot look at the entire project and say that the average setback in one area is increased; therefore, this factor has been met. She stated that the average setback calculation is absolutely irrelevant to this factor. To the extent they were given those calculations to support a finding under this requirement is legally insufficient. Ms. Deforge reiterated her previous comment that the average setback calculation is not accurate as it is based on upper floors and a variety of other things that are relevant. If any part of the building facade on any side goes to a 20' setback, that is the setback. The developer does not get to claim an increased setback based on a higher level. Whether they look at it as an average setback or to see whether the building on one side has an increased setback is not relevant to the upper floors. They need to look at what is closest to the property line. Ms. Deforge emphasized that this needs to be a building by building and facade by facade analysis. The requirement is the separation from the adjacent project. She stated that the reason for this requirement is because the height increase impacts the adjacent property and the neighbors. The way to mitigate that height increase is by requiring an increased setback on that facade.

5. This requirement addresses building heights and they still needed additional information to confirm whether the exception could be granted.

6. This requirement requires compliance with the guidelines. She noted that they do not have that information or the vantage points.

Regarding the setback reduction, Ms. Deforge stated that the idea that the City uses the term “necessary” in its Code, but they cannot read it as being necessary and require necessity is ridiculous. The idea of looking at the project holistically would leave the word “necessary” right out of the statute. In listening to a number of the comments, she believed that was already happening. Ms. Deforge stated that if they can justify the corner of a loading dock as being entitled to the reduction and being necessary by looking at the building as a whole, they would be able to justify everything under that interpretation. Ms. Deforge emphasized that they cannot leave “necessary” out of the requirement.

Ms. Deforge stated that they also cannot reduce setbacks in order to enable compliance with something that is already required by the LMC. She referred to a question by Commissioner Suesser regarding facade variation. Ms. Deforge thought it was false that the developer could build a 100-story building with no facade variation as long as they can do it within the setbacks. It goes back to the increased setbacks issues, and the buffering and stepping that is required from adjacent properties. Monolithic facades will not meet the requirements of the height variances under the LMC. She stated that that “boogeyman” scenario was not possible under the LMC when requesting height reductions.

Deb Rentfrow noted that Ms. Deforge already talked about what factors into the review and that only the LMC is relevant. She stated that 35’ is the maximum height and the Code does not grandfather in heights from expired exhibits from MPDs. Regarding square footage and density, Ms. Rentfrow stated that granted density does not mean required density. If the applicant is granted a certain amount of square feet, it does not mean they need to build to that square footage. They can actually build less. She updated her figures to the new numbers and noted that Parcel C was over square footage by 20,120 square feet. Building B has the potential to change due to proposed site circulation issues. Ms. Rentfrow thought it would be premature to make a determination of square footage and density criteria being met. Regarding minimizing visual impacts, Ms. Rentfrow noted that the buildings range from 71’ to 103’. She commented on the sea level conversation that came up this evening and noted that Mr. Tursic’s slide on each building from grade level still shows 103’ on Parcel C. While some other table might show 87’, 103’ is the maximum peak height for Parcel C and 71’ is the maximum peak height for Parcel D. Ms. Rentfrow remarked that the buildings in the adjacent areas range from 25’ to 60’. There is a significant change in the grade throughout which adds to the visual impact on low-lying neighbors.

Ms. Rentfrow presented a slide she had prepared. She lives in this area and she went to the corner and did her best to approximate the view that PEG was doing on the right-

hand side at 15th, Empire, and Silver King. She had drawn a red line according to what the mountain truly looks like and her red line was the ridgeline. Ms. Rentfrow stated that if you copy and paste the ridgeline onto PEG's picture, they show mountains where there are no mountains. She believed PEG had presented very misleading photos. Ms. Rentfrow explained how she tried to approximate Parcel E. She pointed out the terrain park, a couple of runs, and Eagle Lift. She noted that the applicant's slide for Parcel E showed the buildings placed in a way where all this mountain is visible, but also, to the northwest they show a huge mountain with runs that do not exist. Mr. Rentfrow stated that the building heights are way over what they are supposed to be. The views are lost and walls are being created. She pointed out that the Silver King condos will not have a north view or a west view. Ms. Rentfrow stated that no landscaping has been provided and that criteria cannot wait until the CUP process. The increased setbacks have no relevancy whatsoever and the applicant was requesting reduced setbacks. The additional open space has insufficient and inaccurate data, so it is questionable as to whether or not it is true. They have not seen a vantage point or elevation of every single building without veils or something over it, so people can actually see the architecture and building design on every end of every single building to determine whether or not there is good transition and roof elements and interesting design. Ms. Rentfrow stated that the perimeter setbacks being requested is not based on an average. It should not matter what a previous MPD or exhibit showed since it has expired. The current Code requires increased setbacks when requesting building height. Regarding the shadow studies, Ms. Rentfrow noted that Mr. Tursic said the sun was behind the mountain at 4:00 p.m. and that is incorrect. The lifts run until 4:30. She sits outside at her house with sun until 4:45 or 5:00 p.m.

Commissioner Suesser asked Ms. Rentfrow to submit her slides for their review.

John Stafsholt thanked all the Commissioners for their diligent work and efforts as representatives of the citizens of Park City. He stated that most people have other things they would rather be doing, but nothing is more important than this project review for the town and the future quality of life for the residents. Mr. Stafsholt stated that as representatives of the Park City citizenry, he urged all the Commissioner to ask themselves how this project benefits their community and the community they represent. He remarked that it does not benefit the community in its current design. It is designed for the developer to maximize profits while virtually ignoring the 1998 Development Agreement and Land Management Code. The developer has said repeatedly that the current project and the original DA are not apples to apples. Mr. Stafsholt pointed out that it is only because their plan shows their desired "oranges" that are not related to the actual vested densities, which are the original "apples". Mr. Stafsholt stated that 650,000 plus square feet is very possible with approved setbacks and heights. He asked the Planning Commission to consider using the developer's

idea, which has been repeated over and over this evening, about using a firm height based upon height above mean sea level. This would ensure compliance and a more compatible overall project. The submittal is extremely premature, and their submitted drawings continue to state, "not to scale". Mr. Stafsholt asked how any approval even be contemplated if the drawings are not to scale. Mr. Stafsholt stated that architectural impact and interest is an LMC requirement for exceptions. The requested exceptions for height and setbacks are without required architectural interest. More importantly, the heights do not meet any of the six required LMC requirements for the Planning Commission to legally approve any variances. Common sense says increased volume, increased height, increased mass, and increased scale are only for the developer to increase the projects square footage and projected profits. He thought the Planning Commission should ask why any of these exceptions are necessary because the answer is very simple. They cannot obfuscate like the developer is trying to do, because the developer does not want to follow the 1998 Development Agreement and the Land Management Code. He stated that the square footage is easily achievable by digging down for all the parking. The developer does not want to excavate for one reason. They want to increase their profits. The previous DA requires all parking to be underground and it does not allow transfers of parking or square footage. There is no legal reason to allow height exceptions or setback exceptions. Parking transfer or square foot transfers cannot be allowed. Mr. Stafsholt stated that this project is nowhere near approval. Design approval would be extremely premature. So much more information is required, and previous questions remain ignored and unanswered. Mr. Stafsholt remarked that denial of the currently submitted plans is the only legally supportable decision the Planning Commission can make. He asked them to remember that it is the developer's burden to follow the law and meet the Land Management Code. It is the burden the Planning Commission has accepted to enforce the law in the Land Management Code. Without them as the citizen representatives, the citizens will carry the burden of a poorly designed maximized project for future generations to bear.

Deborah Hickey thought it was very important for the Planning Commission to do their duty and support the Park City Land Management Code because everyone has invested heavily in it. She believed the points that Ms. Deforge pointed out clarifies what is important. Ms. Hickey agreed with all the previous speakers. As a local person living in the area and the impact from all the heights and setbacks, she was concerned about anything being approved without first meeting the LMC. Ms. Hickey thought the Planning Commission needed to verify the method of measurement from sea level. She also recommended that they verify the shadow studies because like Ms. Rentfrow, she lives there, and she sees the daylight every day. Ms. Hickey remarked that the open space areas are a sliver of what is currently at the base area. She thinks Shadow Ridge and Silver King are being ignored. Those structures are never involved in any of the diagrams displayed. The map never shows Three Kings or the corresponding

buildings and their heights next to it. Ms. Hickey stated that Shadow Ridge and Silver King are two of the most important buildings in town, and there is private ownership in each of them. She did not think the Commissioners could agree to 103' of height blocking the entire mountain from everyone's view, including the general public who come to enjoy this beautiful space at the base area of Park City. Ms. Hickey noted that nothing was resolved in the previous traffic meeting. If they do not address traffic first nothing should be approved to be built because no one can get to places and it is frustrating. They will lose the view ambiance and people will go elsewhere to places that are easier to reach and enjoy. Ms. Hickey hoped the Commissioners would respect all their efforts and the expense they were expending and strongly accept what Ms. Deforge has suggested as absolute fact. She referred to the developer's comment that a lot of the public comment is repetitive and stated that they were being repetitive because the answers have not come forth and they are tired of waiting for all the information and descriptions on building heights, setbacks, shadows, traffic, etc. Ms. Hickey thanked the Planning Commission for all their efforts and for doing a good job.

Doug Lee thanked the Commissioners, the applicant, and the Planning Staff for all their hard work. He supported all the comments said by RRAD and his neighbors. Mr. Lee commented on setbacks. He thought it was impossible to have these important discussions without seeing the floor plans for every level. He noted that the only time they saw a full set of plans for Building B they found numerous examples of floors in Building B that were beyond the 20' setback, much less the 25' setback. Mr. Lee thought it was especially important to see the below grade levels because they are not allowed to go beyond the setback line below grade. Secondly, he strongly objects to the way the volumetric comparisons were being shown in the height diagrams. By showing the 1998 plan roof lines with a green box exaggerates and amplifies how those buildings would really look. He believed that to have an apples to apples comparison to 1998, they need to have it one way or the other; either all peak roofs or all rectangular roofs. Lastly, Mr. Lee stated that RRAD has done number of studies to analyze the PEG perspective drawings in the packet. He noted that pages 15, 25, and 61 that shows Building E, B and C, are very misleading. The bulk of the mountain behind the building was photoshopped. RRAD believes that the scale of the buildings is artificial. Mr. Lee explained that RRAD used their own method of properly scaling the building and the buildings take up all of the view of the mountain. Mr. Lee directed everyone to the view of the 14th Street corridor on page 8 where for many meetings PEG has shown a view of the mountain, but the view of the mountain is photoshopped. In the RRAD analysis, there is no view of the mountain through the 14th Street corridor. Again, he felt very strongly that PEG needs to be held to a higher standard in terms of what they present to the public. Mr. Lee thanked the Planning Commission for their time and efforts.

Steve McComb stated that he is the owner of the Baja Cantina. He noted that the Baja Cantina exists because the Park City Yacht Club, which is the restaurant before him, did not survive the construction of the condos below. He hoped history does not repeat itself with this project. Mr. McComb thought it was ironic that Park City is the name of the town, but they have no parking. He asked for the amount of parking required by the International Building Code for a project of this size.

Chair Phillips informed Mr. McComb that the Planning Commission does not engage in a back and forth discussion during the public hearing, and he assured him that the Commissioners were listening and will take his comments into consideration.

Mr. McComb was certain it was more than 1200 parking spots. He has exchanged emails with Vail regarding parking and on that issue, he does not believe that Baja Cantina has not been treated fairly. Mr. McComb understood that there is supposedly going to be a parking management agreement and he questioned whether the agreement exists. He stated that Vail manages the parking so badly now. There are no carpool spaces for shared parking, no service contractor parking, no longer any short-term parking for anyone who wants to pick up a To Go order or have a quick lunch. Mr. McComb noted that PEG is proposing affordable housing for 200 onsite even though they anticipate 800 employees. They are adding to the parking demand but not adding to the parking. Mr. McComb stated that the Baja Cantina would be happy to pay for some form of affordable parking for its employees during the busy winter season, but the only offer they had from Vail was to pay for busing from the high school, and that failed. He stated that remote parking does not seem to be working wherever it is tried. This season he only had one employee that lived in the City limits. She allowed other employees to park at her house and carpool in. Mr. McComb remarked that there needs to be a better solution for long-term businesses. He has had the parking lot to service his business for 38 years, but when PEG develops it and puts up a gate to get in, he assumes he will have no access to parking. Mr. McComb stated that the proposed parking proposal is not even close to what is needed. He appreciated the Planning Commission's efforts.

Chair Phillips encouraged Mr. McComb to attend the meeting when they discuss parking because they value his input.

Sherie Harding suggested not blindly accepting without confirmation the recent interpretation by the applicant that the 1998 datum is a conversion based on sea level. They should not denigrate the work done in 1998. Ms. Harding stated that these proposed heights and monolithic buildings were not intended in 1998. It is in order to find out who did the survey work in 1998 and what exactly were the assumptions

regarding datum in 1998. Those professionals still exist. She noted that PEG gained about 30' of height based on their own interpretation of the 1998 datum.

Lisa Paul agreed with what the Commissioners were concerned about seeing. She agreed with RRAD, Ms. Rentfrow, and the other speakers this evening. On Building D, Ms. Paul was concerned about the height near the neighborhood. She was also concerned about the parking garage entrance. She did not think it was a great location with 15th Street and going into traffic. If the applicant keeps the garage entrances in that location, she wanted to know how they intend to do to make it attractive for the neighboring buildings. Ms. Paul remarked that Silver King and those buildings will be dwarfed by the buildings. As people come in, it needs to look like it conforms and look well. She thought the heights were too much. Ms. Paul wanted to see the actual heights of the existing buildings along with PEG's buildings. She understood that a site visit was done a long time ago with balloons flying, but she was sick and could not attend. Ms. Paul asked for another site visit with balloons. She believed seeing it in person instead of all the diagrams would be helpful in getting a better idea of the height. Ms. Paul was unsure how they could determine anything with the buildings until they do traffic and parking. She agreed with others who said the shadow studies are not correct because the sun lasts longer than what the applicant had shown. Ms. Paul thanked everyone for their work.

Jerry Weiderg stated that he lives at Shadow Ridge. He thanked the Commissioners for all they were doing. He found their comments to be very thoughtful. Mr. Weiderg hoped the Planning Commission understood that people do live at Shadow Ridge. It is not just a hotel where people come and go. The residents at Shadow Ridge are very concerned about the height and the volume of Parcel B, especially the part that faces Shadow Ridge. If this is built as projected, it will feel like they are living in Manhattan with no view, no light, and no air. It was very concerning. Mr. Weiderg commented on the entrance to the parking garage that is being planned directly across from the entrance of Shadow Ridge. They would like to know if an air quality study was done. Inevitably there is going to be a backup of cars going into that garage and that will affect the air quality of the entire Shadow Ridge hotel, as well as the apartments above the garage. He urged the Planning Commission to make sure that such an air quality study is done so everyone's health and safety is protected in terms of air quality. Along with that, people at Shadow Ridge think a sidewalk should be built on Shadow Ridge Road on their side of the building, as well as on Lowell Avenue, because pedestrian traffic will increase exponentially and there is no sidewalk. He wondered if the developer has taken that into consideration along with all their plans. Mr. Weiderg thanked the Commissioners for all they do and for giving the public the chance to express their opinions.

Nancy Lazenby stated that he had prepared comments for this evening, however, in an effort to conserve time she would only speak to a couple of bullet points that she found important this evening. Ms. Lazenby agreed with Ms. Deforge. The building heights of 1998 have expired. Although it is fun to overlay and compare the 1998 heights with the PEG proposal, it does not have any relevance. She noted that PEG was granted the density from 1998, which has nothing to do with height. They can get density by going wider or deeper, but they do not necessarily need to go higher. Ms. Lazenby agreed with Doug Lee that the massing diagrams that PEG is using are quite deceptive. They are using big blocks to show the heights from 1998, but in looking at the 1998 drawings, the building may have been 85' but it might have must been one little peak of one little building. It was not a giant block shown in the massing drawings. Ms. Lazenby pointed out that overlaying the big blocks is deceptive because in 1998 there was a lot more stepping, and the buildings were not as monolithic. The buildings from 1998 did not look like giant blocks. She stated that when comparing, the Lowell side of parcel B looks like one giant building, but that is not what was proposed. Ms. Lazenby stated that a realistic picture of Lowell Avenue with the 87' building all the way across the entire Parcel B is important. The bus transit center is there, as well as a shuttle turnaround and the pedestrian crossing; however, none of that is shown in PEG's drawing. All they show in PEG's drawing is a building in a beautiful green field. That is very deceptive. Ms. Lazenby pointed out that last month AECOM said it might be necessary to cut into Parcel B to get a few more feet for the turnaround for the shuttle. She stated that if they need to cut into Parcel B, the developer was asking for reduced setbacks and there is a giant 87' building in the front. There are many things down there with more to come and none of that is being shown in the pictures. Ms. Lazenby thought all the drawings presented this evening were deceiving. Not one drawing showed the existing buildings and the proposed massive structure towering over them. Ms. Lazenby referred to another comment by Commissioner Suesser asking about the parking below Parcel B. She understood that Mr. Tursic had said their plan goes lower than in 1998. She agreed this was true, but it was only lower by one floor, and PEG has doubled the number of parking spots in that parcel. She believed it was 400 parking spots in 1998 and there are 800 parking spots proposed now. Ms. Lazenby pointed out that this is why the courtyard is there now, but it was not there in 1998. They cannot push in the condos on Lowell Avenue because there is a parking structure behind it. There was no parking structure behind it in 1998 because they did not have 800 parking spots. Ms. Lazenby agreed with Lisa Paul about another balloon study. The last onsite balloon study was in July 2020. The buildings have significantly changed since then and the building heights and building footprints have all changed. To have another balloon study now that the Resort is closed would be extremely beneficial for everyone. She pointed out that there are a lot of questions about the accuracy of the diagrams and the pictures, and it was important to see what it looks like from the site with balloons flying. Ms. Lazenby thanked the Planning Commission for their efforts. They

all love Park City, and they are all fighting for the same cause.

Chair Phillips closed the public hearing.

Commissioner Suesser asked for the location of the health clinic and the emergency access in the current proposal. She noted that there are a lot of ambulances regularly and she wanted to know where it fits into the plans. Mr. Schmidt replied that those uses are in Parcel E, essentially in its current location. It will be moved temporarily while they build Parcel E, and it will go back into the same building. Access into the clinic is from the plaza level. Access for ambulances will be in the drive-up access at street level at the porte cochere.

Chair Phillips stated that he does visualizations and the imposing of things in the background, and it is very difficult to do. He noted that most of the presentation this evening was about the buildings themselves and the applicant needs to elevate the views to give the perspective on what they are looking at. Chair Phillips thought it would be helpful to have a discussion on the actual views and the corridors to get the human perspective from a few locations. He thought a perspective from the entry at eye level would be a key area. Chair Phillips pointed out that a lot of the buildings will block the mountain, but that is the reality of development. With all the work that has gone into the view corridor, which is one of the gets, it is important to get a real human perspective of what it will look like.

The Planning Commission Meeting adjourned at 10:15 p.m.

Approved by Planning Commission: _____

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
APRIL 28, 2021

COMMISSIONERS IN ATTENDANCE:

Chair John Phillips, John Kenworthy, Sarah Hall, Laura Suesser, Doug Thimm, Christin Van Dine

EX OFFICIO: Gretchen Milliken, Planning Director; Rebecca Ward, Planner; Mark Harrington, City Attorney; Jessica Nelson, Planning Analyst

The Planning Commission meeting was conducted virtually via Zoom.

The public was able to submit eComments during the meeting.

NOTICE OF ELECTRONIC MEETING & HOW TO COMMENT VIRTUALLY:

Chair Phillips read the Public Notice for Electronic Meetings and Exhibit A: Determination of Substantial Health and Safety Risk.

This meeting will be an electronic meeting without an anchor location as permitted by Utah Code Open and Public Meetings Act section 52-4-207(4) as amended June 18, 2020, and Park City Resolution 18-2020, adopted March 19, 2020. The written determination of a substantial health and safety risk, required by Utah Code section 52-4-207(4), is attached as Exhibit A. Planning Commission members will connect electronically. Public comments will be accepted virtually as described below.

To comment virtually, raise your hand on Zoom. Written comments submitted before or during the meeting date will be entered into the public record but not read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org/public-meetings

Exhibit A: Determination of Substantial Health and Safety Risk

The Commission Chair has determined that conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. Utah Code section 52-4-207(4) requires this determination and the facts upon which it is based, which include:

- Statewide COVID cases and hospitalizations remain high.
- Based on metrics established by the statewide COVID-19 Transmission Index, Summit County moved to the High-Risk designation on October 22, 2020; and

- Park City is a resort community continually hosting visitors from areas which may be experiencing rapid COVID-19 spread.

This determination is valid for 30 days and is set to expire on May 14, 2021.

Dated: April 14, 2021.

ROLL CALL

Chair Phillips called the meeting to order at 5:30 p.m. and noted that all Commissioners were present.

APPROVAL OF MINUTES

April 14, 2021

MOTION: Commissioner Thimm moved to APPROVE the Minutes of April 14, 2021 as written. Commissioner Suesser seconded the motion.

VOTE: The motion passed unanimously.

PUBLIC COMMUNICATIONS

No hands were raised on Zoom and no eComments were submitted.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Director Milliken announced that the public meeting format was going before the City Council the following evening. The Planning Commission will have a work session at the next meeting regarding public meetings going forward and what that format will look like.

Chair Phillips reported that a new Planning Commissioner, Bill Johnson, had been appointed. Mr. Johnson will be a great addition to the Planning Commission, and he looked forward to having him. Chair Phillips anticipated that Mr. Johnson would be joining the Planning Commission at the next meeting.

Commissioner Suesser asked for clarification on the May schedule and whether there would be a third meeting for the Base Area project. Director Milliken believed the Planning Commission would have an additional PEG meeting in May. She understood they would be covering the parking for the project at the next regular meeting and use the next scheduled PEG Planning Commission meeting to continue the architectural and volumetric discussion from the last meeting. Chair Phillips stated that the two

regular meetings in May would be May 12th and May 26th. The PEG meeting would be May 19th.

Director Milliken stated that she would double-check the schedule and if for some reason that is incorrect, she would provide the Commissioners with the correct information. Planning Analyst Jessica Nelson remarked that there were already two notices for the meeting on May 12th. The legal notice for the May 12th meeting indicated that PEG would be a work session item at the end of the meeting. Director Milliken clarified that the PEG work session on May 12th was for parking only.

WORK SESSION

- 5.A. 543 Park Avenue -- The Planning Commission Will Conduct a Work Session to Provide Input to the Applicant Regarding Their Proposed Conditional Use Permit to Convert the Washington School Inn, a Landmark Historic Structure on the Park City Historic Sites Inventory in the Historic Residential -- 1 Zoning District, from a Bed and Breakfast to a Minor Hotel with Accessory Facilities for Events.

Planner Rebecca Ward introduced Graham Gilbert, the applicant's representative.

Planner Ward reviewed the request for a conditional use permit to transition from a bed and breakfast to a minor hotel use. She stated that the purpose of this work session was to provide the Planning Commission with background information and to identify the information needed to evaluate the proposed use prior to scheduling this item for a public hearing.

Planner Ward reported that the Washington School House at 543 Park Avenue had fallen into disrepair in the 1990s. In the 1980s the LMC allowed for the use of a bed and breakfast and a minor hotel within a primarily residential historic district as a way to incentive the restoration and rehabilitation of historic structures. Planner Ward stated that under this allowance, in 1983 the Historic District Commission approved a CUP for a 14-room bed and breakfast with an additional room for the caretaker. In 2011 the applicant completed an interior renovation and reduced the number of rooms from 15 to 12. It has been operating as a bed and breakfast under 12 room since that time.

Planner Ward noted that a bed and breakfast require that a manager live on site or be on site 24/7. The uses are limited to guest rooms and facilities for guest meals. The applicant was now proposing a minor hotel use. Planner Ward stated that the LMC defines a minor hotel as allowing for accessory facilities such as restaurants, bars, meeting rooms, group dining facilities, and other activities that are customarily

associated with hotels. She explained that the applicant was proposing to expand the use not just for guests, but also to open the property for events with up to 60 attendees.

Planner Ward remarked that some approvals have transformed the use over the years. In 2001 the Staff approved the conversion of a gable roof garage to a flat roof garage with the addition of an outdoor patio and gazebo. At that time the neighbors were concerned about disruptive outdoor use and noise in this primarily residential area. Planner Ward stated that the only complaint on record to date was regarding an outdoor spotlight, and that was corrected.

Planner Ward stated that in 2010 the Planning Commission approved a CUP for an outdoor swimming pool. At that time, the Findings of Fact and Conditions of Approval were specific that the use that was allowed on the site was for the guests of the Washington School Inn. The CUP specifically called out that the general public was not permitted for activities such as parties, weddings, public assemblies, etc. under the scope of the 1983 approval. Planner Ward reported that in 2015 the Planning Commission approved a modification that shifted the laundry facilities from the basement to the detached garage. The applicant submitted building plans from 2011 which does not reflect the current use of the former laundry facilities. The Staff was recommending updated building plans and the total square footage of the proposed accessory facilities.

The Staff was also recommending information on kitchen capacity and whether events would require off-site catering and deliveries, information on access and parking for delivery and service vehicles, and details about the outdoor uses, including the swimming pool facilities, and any speakers, time restrictions, or outdoor lighting.

Planner Ward commented on parking and indicated an error in the Staff report. She noted that there is an agreement in place for 11 parking spaces; but she had not called out the 11 spaces specifically in the Staff report. Planner Ward clarified that there is an agreement in place for 11 parking spaces across Park Avenue. There is a multi-level parking deck and some of the 11 parking spaces are on the upper level. The parking spaces on the lower level are accessed from Main Street through two historic structures over an easement that was granted by the City.

Chair Phillips commented on the new units that share the driveway. He stated that when that applicant came in to build those units there were long and details discussions about the reconfiguration of the stairs that go up at the end of the alley. Chair Phillips believed that project was conditioned to put in pedestrian striping in that alleyway for pedestrian safety. If this project is using that parking, he suggested circling back to

make sure that condition was met. He understood that it was a different project, but they use the shared area. Planner Ward offered to look into it.

Planner Ward stated that the applicant was also proposing an additional parking space that would be accessed off of Woodside Avenue behind the pool area. The City Engineer has concerns about pedestrian use of the right-of-way to access the property. The Staff needed additional information regarding the proposed parking space.

The Staff was recommending that the applicant provide information on the number of employees required for a minor hotel use and events, and where they would park. They would like more information on the proposed valet service outlined in the parking study, and where the valet service would park vehicles when the 11 spaces are full. They were requesting information on a potential shuttle service and proposed management to prevent on-street parking along Main Street, Park Avenue, and Woodside. More information is needed on whether the proposed parking spaces in the driveway will encroach into the right-of-way. Planner Ward stated that the Staff needed to further evaluate the parking space along Woodside.

Planner Ward requested that the Planning Commission provide input and direction to the Staff and applicant.

Graham Gilbert stated that he is an attorney representing the applicant, the Washington School House. He thanked Planner Ward for doing an excellent job of digging through years of documents and including them in the Staff report and her presentation. Mr. Gilbert was prepared to supplement her presentation with additional information and to answer any questions.

Mr. Gilbert stated that in terms of additional background, the Washington School House was constructed in 1889. It is a Landmark Historic Structure in the Park City Historic Sites Inventory and it is on the National Register of Historic Places. Mr. Gilbert noted that a facade easement protects the facade of the building to preserve it as a historic structure. He thought Planner Ward did a great job highlighting the history of approvals; particularly the 1983 approval which authorized the bed and breakfast use that is in place today.

Mr. Gilbert outlined what the application for the hotel minor would entail. He stated that the applicant was not proposing any interior modifications as part of this application. They were also not proposing any exterior modifications to the building. The only physical change to the Washington School House would be the addition of the one parking space Planner Ward mentioned, and that addition is to comply with the off-street parking requirements in the Code. Mr. Gilbert stated that in addition to the 11

parking spaces across Park Avenue, the applicant looked at the site to determine where they could tuck in one extra spot to reach the 12 spaces required for off-street parking and came up with the proposed parking spot on Woodside. He understood that the Staff and the City Engineer have questions. In an effort to address those questions, the applicant will meet with the City Engineer to talk about those concerns. Mr. Gilbert stated that his goal would be to come up with a solution with Planner Ward and the City Engineer that does not involve cutting down the aspen trees. They will work through that and come back to the Planning Commission with something they can all agree upon.

Mr. Gilbert stated that there are currently 12 rooms at the Washington School Inn as a bed and breakfast. If the hotel minor use is approved, there will continue to be 12 rooms. He did not envision the day-to-day operations of the Washington School House to be any different. Mr. Gilbert stated that the one difference is that the applicant would like to host special events on occasion. He emphasized that all the events would be private events. Mr. Gilbert offered some background as to why the applicant filed for the conditional use permit. He explained that the applicant gets frequent requests from past and future clients asking if they can have a wedding, a retirement party, business retreats, or other events. Mr. Gilbert pointed out the limitations with a bed and breakfast. One option would be for the applicant to seek a special use permit on a case-by-case basis. However, in trying to accommodate guest requests it is not ideal to need a permit for each event because those requesting the event do not like that uncertainty. Mr. Gilbert believed a CUP is a win/win because it gives the applicant the opportunity to host some of these events and the CUP is a more rigorous process than the special events permit process.

Mr. Gilbert noted that the space at the Washington School House is fairly small and the kitchen is small. The applicant was asking for a cap of 60 guests for events based on the physical constraints of the site. The maximum occupancy for guests who stay in the rooms is 34 guests. Mr. Gilbert stated that when they talk about people coming from off-site, they are looking at approximately 25-30 people coming from off-site. He emphasized that the events anticipated would be a small wedding or a corporate retreat where guests are friends, family, or colleagues.

Mr. Gilbert believed this application offers a good chance to maintain the adaptive reuse and help to preserve this great historic structure. He noted that Planner Ward had posed great questions and the applicant was working on answering those questions. Mr. Gilbert was open to questions or comments from the Planning Commission this evening.

Chair Phillips agreed that Planner Ward did a great job. He also agreed with the additional information, answers and clarifications that the Staff was requesting from the applicant. Chair Phillips noted that the Planning Commission has dealt with similar applications in the past. The applicant has the option to go through a special events process, which means they could function using that path, although that process is cumbersome. Chair Phillips understood why the applicant would prefer to provide consistency and ease through the CUP. Chair Phillips stated that when they have all the information, he thought they could look at a CUP, but he assumed they would be comparing it to the special events process because the applicant already has the right to that process.

Chair Phillips noted that the applicant was asking for a 60-maximum occupancy for events. He wanted to know if there is any difference in occupancy between the special events permit versus a CUP. He wanted more background on occupancy and how the applicant reached the 60-person maximum occupancy to help the Commissioners understand the intensity of the use.

Chair Phillips had the same question on parking. He wanted to know the difference in parking requirements functioning under the rights to do special events versus a CUP. Chair Phillips remarked that as it was described, there is not much change in use other than the applicant was looking for a blanket ability to do special events. In looking at the project as a whole, without having a CUP for events he questioned whether they would need 12 parking spaces or if 11 spaces would work to avoid pushing the impact from above onto the Woodside corridor. Chair Phillips noted that the Planning Commission would need a lot more information on that parking stall. He was already thinking of ways to mitigate those impacts. For example, if the Staff is part of the 12-parking stall calculation, and they determine that the 12th parking stall is needed, he would suggest a condition limiting that space to staff.

Chair Phillips remarked that the Planning Commission needs to be careful when approving a use. When an applicant describes the intended use, the Commissioners need to look at what the approved use allows for. If they grant the CUP, it is important to heavily condition the CUP to limit it to the use described.

Chair Phillips stated that this building is a beautiful Landmark structure, and he has a personal history with it because his grandfather attended school there. Mr. Gilbert asked whether the Planning Commission wanted him to respond to their comments as they go along or if they preferred to wait until this comes back at a public hearing. Chair Phillips suggested that the Commissioners make their comments and provide input. At the end they would look to Mr. Gilbert and the Staff as to whether they need additional feedback to move forward with the application.

Mr. Gilbert referred to Chair Phillips comment about whether the Woodside parking spot would be needed. He noted that the stall was added to comply with LMC Section 15-3, the off-street parking requirements. However, understood there is flexibility to reduce those requirements. Mr. Gilbert stated that the applicant included a parking study with the application that he believed would support going from 12 spaces to 11 spaces and eliminate the Woodside stall. Mr. Gilbert was interested in hearing from the other Commissioners on that issue. If the question is how events could be managed without the Woodside spot, he felt confident that they could come up with a proposal in coordination with Planner Ward that would allow it. Mr. Gilbert believed they would use those 11 spots and supplement with a shuttle or ridesharing service. He agreed that it would be better not to have that parking space on Woodside if possible.

Commissioner Suesser asked where the applicant intends to have people attending the event park off site when the 11 stalls are full. Mr. Gilbert replied that the applicant has operated for a decade and has good experience in what has happened historically. The guests at the Washington School House are out-of-town guests and primarily arrive from the airport by rideshare. He noted that the average occupancy of the parking is typically three stalls, leaving 8 stalls open. Mr. Gilbert stated that in looking at an event, if three stalls are occupied there would still be 8 available spaces to fill. They anticipate that the 25-30 non-resident guests attending the event would be staying elsewhere in Park City and would arrive via shuttle, rideshare, or some other transportation service. People arriving on site with a vehicle would be valet parked, which will keep people from driving down Main Street looking for the driveway. Mr. Gilbert referred to Chair Phillips concern about people driving up and down Woodside looking to see if the parking spot on Woodside is available. He noted that if there is a parking space on Woodside, that space would also be valet parked.

Commissioner Suesser asked if the valets would only be parking the arriving vehicles in those 11 or 12 parking spots or whether they would use other parking such as China Bridge. She was concerned that an event with 60 people could require more than 11 or 12 spots. Commissioner Suesser understood that the majority might be staying in other places in Park City and will not have cars, but she wanted further clarification on the plan for valet parking. Mr. Gilbert replied that the Washington School Inn would agree with the guests in advance that they could bring 11 or 12 vehicles, and once those spaces are filled, the rest of the guests will need to arrive by shuttle or other transportation options.

Chair Phillips asked if the Washington School Inn has been utilizing the special event process for events. Mr. Gilbert would confirm with the applicant, but he did not believe they have ever pulled a permit for a special event. Chair Phillips stated that if they did,

he would like to look at how it was handled and what they observed. Planner Ward stated that she had done some research with the Special Events Department and they had no record of issuing a special event permit for this site.

Commissioner Thimm noted that similar applications have come before the Planning Commission. He thought it was important for the values of the City and the General Plan to encourage the use of historic structures in a positive way. Commissioner Thimm was pleased to be looking at what was being proposed. He stated that in similar applications the primary concerns were parking, noise, and deliveries. With regard to parking, Commissioner Thimm thought it was important to have the right number of parking stalls. They would not want to build a stall that is never going to be used; however, they want enough stalls to keep from impacting the neighborhood. Commissioner Thimm thought it was important when the application comes in that the ITE Finding of .83 stalls per key be substantiated with more than a statement, and that there be some precedence. The ITE Finding is based upon a resort community where there are different ways of arrival as opposed to elsewhere. With regard to parking, Commissioner Thimm believed that part of the application should include a Transportation Demand Management Plan that can be made part of the conditions of approval identifying where the valets will park the cars when the 11 or 12 spots are full and how many parking spaces will be available in those locations. The Plan should account for the staff as well as the people who are guests of the hotel.

Commissioner Thimm commented on deliveries, noting that this is an Old Town area, and there generally is concern in the neighborhood with regard to how deliveries are made. If the events have a need for deliveries, the Transportation Demand Management Plan should include a way to accept deliveries at a certain point where it will not disrupt traffic or create other issues. Commissioner Thimm stated that if the Washington Inn has not had events in the past, it is important for the applicant to explain how any noise issues will be mitigated.

Chair Phillips was especially concerned about noise because it is in the HR-1 zone. He agreed with Commissioner Thimm on the key issues for discussion and he anticipated neighborhood involvement.

Mr. Gilbert thought they were great questions and ones they anticipated. In looking at the City's noise ordinance he sees very specific quantitative criteria as to what you can and cannot do and the times in which it can be done. Mr. Gilbert understood the limitations and they intend to comply. He wanted to know exactly what information would be helpful to the Commissioners.

Commissioner Thimm expected noise to be brought up as part of the public hearing. It would be helpful to have an understanding with respect to what activities will be occurring, whether there will be a live band or other things that generate noise that could impact neighbors, and how those impacts could be mitigated. Commissioner Thimm was certain that the public will want the explanations as part of the application process. Chair Phillips suggested no amplified music as an example to help the applicant consider mitigation factors ahead of the discussion. He recommended that Mr. Gilbert and the applicant look at the Kimball Building to help them prepare. He noted that the approval process for the upper level of that building was very detailed and there were many solutions. Chair Phillips stated that a lot of conditions were added to help mitigate the impacts. He pointed out that the Kimball Building was the most recent application that had the most intense discussions regarding this same type of use.

Commissioner Hall asked Mr. Gilbert if he would like to talk about any conditions he thinks would be appropriate to mitigate any detrimental impacts on the primarily residential neighborhood. Mr. Gilbert noted that questions were asked regarding transportation management and getting specificity with respect to noise. He preferred to work with the applicant on a package of conditions that would fit together for this project and present it at the next meeting.

Mr. Gilbert requested discussion on light because that dovetails with noise concerns and consideration for the neighboring properties. He believed there was some benefit in how this property is oriented because it is on a steep slope and outdoor activities will most likely be on the rear side of the building. However, they are aware of the issue and looked to what the Code allows or prohibits with respect to lighting. Mr. Gilbert remarked that some of the questions and comments from Commissioner Thimm regarding noise could similarly be applied to lighting. If the Commissioners had specific comments regarding lighting, he would like to hear those now.

Chair Phillips stated that lighting and noise are in the same spectrum and the City Codes regulate noise and lighting. However, the Planning Commission has the responsibility to mitigate as many impacts as possible. Chair Phillips thought the applicant should expect that the Commissioners will try to craft language for mitigation of impacts. He suggested that the applicant begin to think about that now and propose their own mitigation measures above and beyond due to the sensitivity of being in the HR-1 zone.

Chair Phillips also requested that the applicant come back with illustrations showing the area and where these events will occur. He noted that illustrations help the Planning Commission visualize these spaces being used and it helps with the conversation.

Mr. Gilbert stated that he envisioned taking lots of questions and communicating with Planner Ward and the City Engineer to come up with coherent responses and proposed conditions. He believed there was a good pathway to finding conditions to address the concerns related to parking, lighting, noise, and other issues and come back with good package.

Commissioner Kenworthy stated that he lives a few blocks up the street on Woodside and the applicant has been a fantastic neighbor over the last decade. The historic preservation on that building is second to none. It is a true asset, and it jives with a lot of what they are trying to do in Park City. Regarding the CUP, Commissioner Kenworthy pointed out that the Washington School Inn is surrounded by primary residents as well as owners who rent their homes. He strongly recommended that the applicant reach out to the neighbors, especially those within 300 feet who will be noticed on this project and explain their plan. Commissioner Kenworthy was unsure whether a maximum 60-person limit was the right number until they get into it further. He would love for this property to be showcased in the manner the applicant was putting forth; however, time might be a problem. He recalled giving the Kimball Building a cutoff time of 10:00 p.m., but after discussions with the neighbors, he would probably suggest 9:00 p.m. Commissioner Kenworthy thought they would have problems with amplified music. He believed deliveries and parking could work out with time frames. He noted that there are peak parking hours on Friday, Saturday, and Sunday nights and if there are events or parades the parking is full. Commissioner Kenworthy stated that the City has a goal of transit first and they are still trying to find ways to meet that goal. Commissioner Kenworthy reiterated his recommendation for the applicant to reach out to the public before the public hearing. He believed everyone respects what has happened at the Washington School Inn on many levels.

Mr. Gilbert stated that Planner Kenworthy had provided great feedback and it was the same advice that Planner Ward had given. He stated that from the perspective of a land use attorney, the Washington School House is a nice client to have because they work to be a good neighbor and they know many of the neighbors. When he suggested that the applicant reach out to the neighbors, they were definitely in favor of it. Mr. Gilbert believed they were planning to reach out around the time when public notices will be sent out for the public hearing. They will be providing emails and phone information, as well as information on what they plan to do.

Commissioner Hall thought Planner Ward did a good job laying out the specifics of what the Planning Commission will be considering in terms of traffic, noise, parking, and control of the delivery and service vehicles and the unloading zones. She felt that it primarily relates to special events and figuring out the logistics. Commissioner Hall

agreed that the Planning Commission had extensive discussions on those issues with the Kimball Building, but there were creative ideas. There would be an on-site person for the community to contact directly for immediate mitigation rather than having to call Code Enforcement or the police. Commissioner Hall looked forward to reading the mitigation conditions of approval from the applicant.

Mr. Gilbert understood that the Kimball comes to mind in this discussion, but he wanted it clear that this applicant was not asking to be an event center. The Washington School House will be a hotel with private events. Chair Phillips clarified that the Commissioners were not saying that it was a comparison. However, it is a great resource because it went through the most in-depth discussions and solutions. Chair Phillips stated that if the applicant could adopt some of those solutions proactively, it will put them ahead of the curve. He agreed that the use is not the same, but there are some relatable parts.

Commissioner Van Dine stated that the other Commissioners covered most of her questions and concerns. She echoed Commissioner Hall about having one contact person. If it is not a bed and breakfast, there will not be the same requirement for a manager living on site. However, there will still be one staff member taking care of that property and communicating with neighbors. She thought it was important to make sure that avenue of communication is always open. Commissioner Van Dine looked forward to seeing the applicant's conditions of approval outlined for the Planning Commission and the public before the public hearing.

Chair Phillips agreed with the importance of having a contact person. It was instrumental in helping the Planning Commission reach a decision.

Commissioner Suesser noted that Planner Ward had mentioned that the laundry facilities were moved to an accessory building on site and Mr. Gilbert had mentioned a small kitchen. She asked if there were plans to expand that kitchen to accommodate larger events. Mr. Gilbert answered no. He stated that the kitchen is a limiting factor and there is nowhere for it to expand. He noted that Planner Ward has questioned whether 60 was the right number and they would work through her questions. Mr. Gilbert stated that in 2015 the laundry facility was moved from the basement level to the garage on the north side of the property. Prior to 2015 some laundry, such as sheets and towels, were going off-site. The laundry in the basement was used items such as wet ski clothes or muddy hiking clothes.

Commissioner Suesser asked if changing from a bed and breakfast to a hotel whether there would be a bar open to the public or if it was only for guests and private events. Mr. Gilbert was unsure and preferred to check with the applicant on their plans before

giving an answer. Commissioner Suesser also wanted to know if there would be a dining room open to the public or used for public events. She was not clear on the distinction and would like clarification on the application as to whether they would be attracting other people to the site other than for private events.

Commissioner Suesser wanted to see an outdoor lighting plan. There should be no lights overhead and the lighting should be low and close to the ground. Mr. Gilbert stated that regarding an outdoor lighting plan, in talking with the applicant there are no plans to modify the existing lighting that was previously approved. However, he would follow up to see if they need to provide additional information.

Commissioner Suesser asked if changing the use to a hotel minor could attract a chain operator as a potential buyer. She thought the Planning Commission should consider whether or not it could be sold to a different type of operator in the future if they change the use from a bed and breakfast to a hotel.

Chair Phillips stated that Commissioner Suesser's concern is the reason why he made the comment earlier that the Planning Commission needs to look at what this use allows for versus what the applicant intends to use it for. He noted that properties can change hands at any time for many different reasons and they need to consider all the possibilities. Regarding lighting, Chair Phillips could not recall ever requiring a lighting plan. He suggested that Mr. Gilbert and the applicant consult with Planner Ward and she will know how to handle it as they prepare their conditions. Chair Phillips suggested that the applicant read through the new lighting code that were recently adopted. Mr. Gilbert stated that he has seen the new lighting code and they would definitely coordinate with Planner Ward. He agreed with the comment about structuring an approval and conditions to that approval in a way that will make the use consistent with what the City is comfortable with across owners and managers.

Chair Phillips opened the public hearing.

No eComments were submitted and no hands were raised on Zoom.

Chair Phillips closed the public hearing.

Mr. Gilbert thanked the Commissioners for their comments. He had taken notes and they would do their best to address their concerns and questions. He emphasized their receptiveness to taking the Woodside parking space of the plan and propose 11 spaces rather than 12. There are two tracks. They could explain why they think 11 spaces will work for this project, or the other track would be to show how they can mitigate the Woodside parking space to there is no impact on Woodside Avenue. Rather than come

back with two tracks, he preferred one track. Chair Phillips stated that at this time it was hard to be even cautious in giving that direction because they do not understand that parking spot. He stated that in general, if it makes sense, he will lean towards eliminating that spot, but only if they can check off every single box and feel comfortable that it is not needed. Chair Phillips again suggested that Mr. Gilbert work with Planner Ward and she would help guide them down whichever path makes sense.

5.B. The Planning Commission Will Conduct a Work Session on H.B. 82 Single-Family Housing Modifications, which establishes Internal Accessory Dwelling Units as an Allowed Use in Primarily Residential Zoning Districts as of October 1, 2021 and Provide Input regarding Land Management Code Amendments.

Planner Ward presented a rendering of Woodside Park Phase I, an affordable housing development that includes internal accessory dwelling units. She noted that the Planning Commission has had previous work sessions on accessory dwelling units and provided input and direction. Planner Ward reported that in the Legislative session this year, the State passed H.B. 82, which will impact some of the LMC amendments.

Planner Ward noted that there are three types of accessory dwelling units; 1) internal which is like a basement apartment in an existing single-family dwelling; 2) an attached addition to a single-family home or garage; 3) a detached tiny home accessory dwelling unit. Planner Ward remarked that the ABCs of ADUs is a guide that provides an illustration of some of the different ADUs being constructed.

Planner Ward stated that the LMC allows for internal and attached ADUs in most zoning districts and refers to them as accessory apartments. She noted that accessory apartments cannot be less than 400 square feet or more than 1,000 square feet, they cannot be larger than a third of the single-family dwelling, they cannot exceed two bedrooms, they must provide one additional parking space per bedroom within the accessory apartment, and they are limited to one per lot.

Chair Phillips asked why the square footages were minimum 400 square feet and maximum 1,000 square feet. Planner Ward was unsure why that range was selected. She recalled a suggestion during the June work session to lower the minimum to 280 square feet. Chair Phillips preferred the lower number. He is a fan of smaller spaces and moving to the smaller footprint could potentially make it easier for someone to create a studio inside an existing space.

Planner Ward stated that there are many existing regulations for the existing accessory apartments. The direction is to go through and reduce some of the additional requirements. Planner Ward pointed out the requirements under the current LMC.

There cannot be more than 4 accessory apartments within a 300' radius. The applicant must put their HOA on notice. Nightly rentals are prohibited. The property owner must live on site. The property owner is required to record a deed restriction with the County. The existing Code outlines authority for the City to revoke permits for non-compliance. Planner Ward clarified that she had the input from the June work session on what regulations the Planning Commission was interested in reducing.

Planner Ward stated that the input from the June 24th work session is to open the zoning districts where accessory apartments are allowed to allow them in the Community Transition Zone; expand the LMC to allow detached accessory apartments in some zoning districts; extend the minimum rental timeline from 31 days to 90 days; reduce the minimum square footage to as low as 280 square feet; and evaluate the proximity prohibitions and eliminate them in certain zones. Planner Ward remarked that an additional area of input was to evaluate the requirement that the property owner live onsite and instead look at other ways to mitigate the impacts of the accessory dwelling.

Planner Ward stated that the LMC Amendments were in progress and some of the changes will be based on H.B. 82.

Planner Ward reiterated that the City allows accessory apartments in the majority of zoning districts; however, there are a lot of restrictions and the Staff has been given direction to relax some of those restrictions to incentivize more development of accessory dwellings. Planner Ward stated that two goals in the Housing Assessment and Plan is to look through the LMC and figure out how to incentive more construction of affordable rentals. In addition, the goal is to complete the LMC amendments for ADUs as soon as possible. She noted that H.B. 82 gives a deadline of October 1st.

Planner ward stated that in 2020 the City hired a consultant to produce an accessory apartment unit policy research report. This report was presented to the Planning Commission as part of the June 2020 work session. The overall recommendations were to reduce the restrictions in place, establish a by-right approval so zones where accessory apartment are conditional uses can transition to allowed uses, reduce application and impact fees, partner with local banks to explore financing programs, and create user friendly manuals, materials, workshops, and technical assistance for community member to help build these units.

Planner Ward stated that in December 2020 H.B. 82 for single-family housing modifications was made public. It was enacted by the Legislature and takes effect in October 2021. She noted that H.B. 82 defines an internal accessory dwelling unit. Those IADUs are units created within a single-family dwelling that is occupied as the primary residence of the owner of record. It needs to be created within the footprint of

the single-family dwelling that exists at the time that the IADU is built. It is for the purpose of offering a long-term rental for 30 consecutive days or long. Planner Ward stated that when this bill goes into effect in October, IADUs will be allowed in any area zoned primarily for residential uses. Planner Ward remarked that H.B. 82 preempts certain local regulations such as the IADU size in relation to a single-family dwelling, and the total lot size and street frontage. However, the LMC may be amended to help create IADU regulations that are compatible with existing neighborhoods. Planner Ward stated that there is a long list of things the City can do, and she highlighted the main points. The City can continue to require one additional on-site parking space for each IADU but will no longer be able to require one additional space for each bedroom within the IADU. The City can require the replacement of parking spaces within a garage if an IADU displaces parking. The City can require the property owner to obtain a permit or license to rent their IADU. The City can prohibit IADUs in zoning districts covering an area equivalent to 25% or less of the total area in the City that is zoned primarily for residential use.

Chair Phillips understood what the City could do, and he wanted to know what Planner Ward was suggesting they do. Planner Ward preferred to go through each point topic by topic. The Staff had recommendations and she wanted input and direction from the Planning Commission on how they should shape these amendments.

Planner Ward pointed out that H.B.82 has a 2-year low income ADU loan guarantee pilot program. It requires that ADUs be constructed within one year of loan issuance, and the property owner must live on site for the duration of the loan. The ADU must be rented to low-income individuals at 80% AMI or less for the remainder of the term of the loan. Planner Ward noted that H.B. 82 is mostly about internal accessory dwelling units; however, the loan guarantee pilot program is not specific to the internal ADUs. It also applies to all ADUs as defined by the State. Financing could be available for detached ADUs or for what the City terms as “accessory apartments”, which are additions to existing single-family dwellings or a garage.

Planner Ward noted that the State does not define a “primarily residential zoning district”. The City defined this term for the Medical Cannabis Land Use Regulations in 2019 to protect some of the residential clusters in non-residential zoning districts such as Light Industrial, General Commercial, and Community Transition. Specific to IADUs, the City can create a new definition that would allow IADUs within residential clusters in non-residential zoning districts. Planner Ward stated that within the Light Industrial is Bonanza Park/Iron Horse/Fireside area. In the General Commercial there are a number of apartment complexes and condominiums. The Community Transition Zone includes the National Ability Center and the Park City Medical Campus, as well as Park City Heights to the south.

Planner Ward asked if the Planning Commission would like the Staff to explore a broad or a narrow definition of “primarily residential zoning districts” for these IADUs.

Commissioner Kenworthy asked Jason Glidden, the Affordable Housing Manager, what the 80% of AMI is in Park City and whether it is the AMI throughout the entire City. Mr. Glidden replied that it is the same number, and the number is Summit County-wide. He stated that new numbers came out from HUD a week ago. He noted that 100% AMI for a family of four increased up to \$120,000, which is a significant rise of almost \$10,000 over last year. Mr. Glidden did not have the exact number, but he assumed 80% AMI would be around \$85,000 for a family of four. He pointed out that a family of four would not be living in these small units. He offered to look up the exact number. Commissioner Kenworthy stated that with the State parameters he was trying to understand what effect it would have and whether it would help or hurt in terms of generating these units. Mr. Glidden stated that an AMI is hard to use because the AMI level in Park City is so high. In other areas of the State the bill is much more effective at addressing the affordable housing issue. Mr. Glidden remarked that in previous discussion, they talked about work force specifically in the Park City area that is not making 80% AMI. They are making much lower at approximately 30-60% AMI. He anticipated some difficulties with rent being set at 80% AMI and being effective for the work force.

Commissioner Kenworthy asked if the Staff had looked at an area that could total 25% where this could be restricted. Planner Ward replied that the Staff would recommend looking to the residential historic districts because of the parking exceptions in place for existing historic structures. Under the Code they could require additional parking for the internal ADU, but that requires more pavement and parking within those historic sites.

Chair Phillips asked if it would be specific to historic sites or the historic districts. Planner Ward stated that they were looking at the historic districts as a whole. Chair Phillips thought part of the discussion should be whether or not to allow these in the historic districts. If so, he believed that requiring the additional parking stall would be a deal-breaker. Chair Phillips understood that the AMI was specific to the loan program. He thought the big picture was the ADU and providing units. The goal should be to provide units and if some are affordable that would be great. Chair Phillips remarked that any type of housing unit is helpful towards keeping people from having to commute into town and reducing the number of cars on the road. Some people might be making enough money to afford a unit.

Mr. Glidden stated that Chair Phillips was not necessarily wrong. What they have seen in their investigation of pricing, if they go above 80% AMI the ADUs will hit market rate,

specifically the smaller square footage ADUs. He agreed that increasing the inventory of rental property would definitely help. Mr. Glidden stated that the City would encourage deed restrictions on as many properties as possible to protect them. He liked the idea of having some way of deed restricting the units and providing additional incentives if they are able to deed restrict. Mr. Glidden remarked that through a deed restriction, the City might be able to adjust the rental amount and possibly set a lower requirement in the deed restriction. To Chair Phillips point, Mr. Glidden stated that any inventory that is restricted to prevent nightly rentals is good because it increases the inventory of long-term rentals.

Chair Phillips asked if the point is to create affordable units or to create units and try to get as many of those units as possible affordable. He believed that putting things into place that restrict people from making the units deed restricted will depress that market.

Commissioner Kenworthy explained that the State has a one-size-fits-all and Park City has an AMI that is really high. The City's goal is to try and create units for the service workers making \$40,000 and the State's numbers will not fill that need. If someone is able to charge 80% of AMI these units will be expensive. Chair Phillips stated that the on the flipside, if the rents are too restricted no one will build the units. He was concerned about getting nothing.

Planner Ward stated that H.B. 82 is very specific in the way it defines an internal accessory dwelling unit. The current LMC definition is broader than the State definition is that the accessory apartment can be an addition to a home. Planner Ward remarked that there is a way to shape the Code moving forward by minimizing where internal accessory building units are allowed based on the State requirements and expand where accessory apartments are allowed. As they look at things like decreasing parking requirements and taking away requirements for the property owner to live on site, they could shape the accessory apartment code as a way to incentivize development of affordable accessory units. They could also make people aware of the loan pilot program and that over the next two years it will be a tool to help with constructing these units. Planner Ward stated that at this point, they can go as far as they can to restrict where internal accessory dwelling units are allowed in the City. Through the accessory apartment code and detached accessory dwelling units, they can expand to put in as many incentives as possible for affordable units.

Planner Ward stated that with IADUs there are opportunities for the City figure out what they consider a primarily residential zoning district. She pointed out that there are residential clusters within non-residential zoning district, and they could open up those areas for internal accessory dwelling units. Another option is to continue to limit and restrict them under H.B. 82 and have open opportunities for accessory apartments

within the zones. Specific to IADUs in the Historic Districts, Planner Ward commented on the opportunity to look through and evaluate areas within Park City where these internal accessory dwelling units may not be appropriate. The Staff recommended considering the residential historic districts for reasons she previously mentioned. Planner Ward stated that if this is the 25% where the City prohibits IADUs, they could open up the accessory apartment regulations within those areas. She noted that a special recommendation in the General Plan recommends prohibiting ADUs specifically in the Masonic Hill neighborhood because it is a critical area for protection and conservation and not appropriate for additional density. Planner Ward stated that detached ADUs might impact this area, but they could open this area for IADUs if the Planning Commission feels that allowing an apartment within the existing building footprint would be appropriate.

Chair Phillips understood that the language regarding Masonic Hill was from the General Plan; however, it was written in a different time and he questioned whether it was still valid.

Commissioner Van Dine thought Masonic Hill was a good area of IADUs. The properties are large, and the majority have large driveways and plenty of parking. Adding a one or two-bedroom IADU in that area of low density is a good place for these units. The location is good access to Main Street for workers. Chair Phillips agreed.

Planner Ward had a few other points. She stated that they could prohibit IADUs on lots with 6,000 square feet or less, which would prohibit internal dwelling units in many areas within the City, especially in the historic districts where lots are around 2,000 square feet. Planner Ward stated that if prohibiting IADUs on lots that are 6,000 square feet or less would not necessarily prohibit all accessory apartments. It would be specific to the internal dwelling units. Planner Ward noted that nightly rentals can be prohibited in internal accessory dwelling units.

Planner Ward stated that it was up to the City to prohibit rental of an internal accessory dwelling unit if the single-family dwelling is not the owner's primary residence. She noted that the Policy Research Report that was discussed in the 2020 work session identified this requirement as a disincentive for ADU construction because it limits what owners can do with their property and it limits the value of the property in the eyes of the lender. Planner Ward stated that in the June 2020 work session the Planning Commission recommended removing this requirement specific to accessory apartments. The Staff was looking for input on what the Planning Commission would like to do for internal accessory dwelling units. Since the unit is in an existing single-family dwelling, the City could require the property owner to continue to live within that property as part of the approval for the IADU.

Planner Ward asked the Commissioners for input on whether the City should prohibit IADUs in 25% of the primarily residential zoning districts, allow them in all primarily residential zoning districts, or prohibit IADUs in the historic district while also opening opportunities for accessory apartments in these areas. She noted that there might be other areas of town where the Planning Commission believes IADUs would not be appropriate. Planner Ward remarked that the City has some leeway in terms of what 25% can be carved out from the State preemption.

Commissioner Thimm stated that he could not prohibit IADUs in any area. Commissioner Hall concurred.

Commissioner Suesser noted that Planner Ward started the discussion talking about the Woodside affordable units and that they have attached accessory dwellings. She asked if it was an accessory dwelling attached to the property rather than an internal accessory dwelling. Planner Ward replied that it is an accessory apartment under the current definition of the Code, but it would fall under the new IADU. Commissioner Suesser asked for clarification on the distinction between internal versus accessory dwelling. Planner Ward stated that Woodside Park is a little different because they are apartments. She explained that Internal Accessory Dwelling Units do not apply to townhomes. They are only allowed in standalone single-family homes. The ones in Woodside Park are accessory apartments. She noted that the State was preempting the City on regulating internal units within a standalone single-family dwelling.

Chair Phillips thought it would hard to add exterior units in the historic district. He asked why they would want to limit the IADUs. Planner Ward explained that the State preemption was specific to IADUs. If they prohibit them on lots with 6,000 square feet or less, it reduces the area of State preemption and the City could then increase the incentives for accessory apartments or detached units within those areas. Chair Phillips stated that if they are prohibited on 6,000 square feet or less but then they open up more possibilities, those small lots do not have room to use those other possibilities. He thought the IADUs would most likely be used in the historic district because there is no room on the lots for additional structure. Chair Phillips was not in favor of limiting IADUs in the historic district.

Chair Phillips thought it would be helpful for future discussions to know the number of applications over the last two years. If the fear is that people will never do these, the goal should be flexibility to promote some movement.

Commissioner Thimm stated that he would not recommend prohibiting IADUs for lots less than 6,000 square feet. He believed any prohibition would go against some of the

values they were trying to establish in terms of bringing more affordable housing in town. Chair Phillips agreed. He noted that this is sweeping the Country right now and the problems are not unique to Park City. State bills are being passed all across the Country for this reason. Commissioner Hall stated that she completely agreed with Commissioner Thimm's statement. She would not prohibit IADUs. Commissioner Van Dine agreed as well.

Chair Phillips asked Commissioner Suesser for her thought as an Old Town resident. Commissioner Suesser stated that parking is the biggest concern in Old Town. She believed that people would figure it out and she agreed that less prohibitions against ADUs was appropriate. Commissioner Suesser favored exploring a broad definition and location and not prohibiting these units in any residential district or other type of district.

Commissioner Kenworthy was unsure where he stood on the issue and he wanted more time to think about it. He thought the Light Industrial Zone was the ideal place to create units and have a real impact. Commissioner Kenworthy could see problems with many of the other areas. He needed time to consider the negative side and the impacts, especially on Old Town roads. Commissioner Kenworthy asked Planner Ward for her thoughts on the Light Industrial area. Planner Ward stated that within the Code accessory apartments are currently allowed in the Light Industrial Zone. The Staff would work to incorporate the Commissioner's input to reduce the regulations for accessory apartments. She understood from their comments that opportunities should be open City-wide for internal accessory dwelling units. Planner Ward reiterated that accessory apartments are already allowed in the Light Industrial but based on the Policy Report and Planning Commission input on ways to reduce some of the roadblocks for construction rules, they need more development. Commissioner Kenworthy liked the idea in that area, but he still needed to think about the other areas.

Chair Phillips asked if there is a number of accessory dwelling units allowed. He wanted to know if someone in the Light Industrial area could do several units if they have the space. He was unsure how that would work.

Mr. Glidden commented on the Industrial Zone. He pointed out that there is multi-family and not single-family in those zones. In response to the question about multiple IADUs, Mr. Glidden thought areas like Park Meadow where there is a lot more land to fit multiple units is a question the Commissioners could address when they talk about exterior or detached ADUs. He believed a developer would build multi-family dwellings rather than ADUs in the Light Industrial Zone because the density is already allowed.

Planner Ward summarized the input. The Planning Commission supported allowing IADUs in as many areas as possible. She asked for clarification on requiring the property owner to live on the site if they are going to rent the IADU. She recalled comments about removing this requirement for accessory apartments but requiring that the units be long term rentals and extend the rental period to 90 days. Planner Ward asked if the Planning Commission was comfortable removing this requirement now that the City's ability to mitigate parking is reduced with the IADUs, or whether they prefer to keep the requirement that the property owner live on site.

Commissioner Hall did not think the owner should be required to live on site, but she liked the idea of a 90-day minimum for both units and the IADU, or at least for the IADU. Commissioners Van Dine and Thimm concurred.

Commissioner Kenworthy disagreed. He read the part of the General Plan that says they should protect primary residents. They want all these units but having an owner instead of a double rental does not protect the primary residents in Old Town or elsewhere.

Mr. Glidden respected Commissioner Kenworthy's opinion. However, if they can get more long-term rentals the renters will be community members and add vibrancy. He thought that was better than having a home sit empty. Mr. Glidden did not believe the single-family rentals need to be owner-occupied, but he would like to get them restricted to a longer-term rental.

Chair Phillips thought the long-term rental portion was important to help mitigate some of the negative impacts that occur with current rental properties.

Mr. Glidden stated that the preferred is for long-term. However, going back to their original point of not wanting to de-incentivize they need to look at how many of the houses are not primary residences. If they can get a unit inside a single-family it could be used for a property manager or a maintenance person. Mr. Glidden was hesitant to recommend putting a restriction on the primary residence.

Chair Phillips agreed that owner restriction should not be in place. His concern was making both units long-term as opposed to short-term. He was leaning towards the 90-day rental term.

Commissioner Suesser asked Mr. Glidden to speak to any data available on the success of enforcing a 90-day tenancy in a resort community where nightly rentals are in high demand. Mr. Glidden did not have specific data this evening. He pointed out that compliance and enforcement has been very effective on anything with a deed

restriction. He compared this to the short-term rental issue the City was currently having with licensing. It is very difficult to make a determination and most of the time compliance is complaint driven, which makes it difficult to enforce. Mr. Glidden thought they could face a similar problem with a 90-day term without a deed restriction on the property.

Planner Ward pointed out that the State carved out an allowance for the City to monitor these allowed IADUs to make sure they are not being used as nightly rentals. Commissioner Hall asked if the State Code would be an exemption from the current situation where enforcement is complaint-based. Planner Ward answered yes. Commissioner Hall was pleased that the State was heading in that trajectory.

Commissioner Hall noted that most of the CC&Rs within Park City prohibit accessory dwelling units. She asked if there was some way to effectuate that change to actually implement IADUs throughout town. Chair Phillips asked if the State Code extends to HOAs. Commissioner Thimm stated that State law overrides an HOA. Commissioner Suesser understood that an HOA can be more restrictive than what the State allows. Chair Phillips thought the State has the ability to set the law, including parts of what an HOA can or cannot do, but he would like to know for certain. City Attorney Harrington offered to verify State law versus HOAs for the next Staff report. He noted that both State and Federal rules do impact and override HOAs on occasion. Planner Ward read from line 892 of H.B. 82, "An association may not restrict or prohibit the rental of an Internal Accessory Dwelling Units if it complies with the Land Use Ordinance, Building Codes, Health Codes, and Fire Codes".

Commissioner Kenworthy stated that this goes back to needing more information. The guiding principle in the General Plan is to protect the very few sections of primary homeownership in the Park City. If someone is allowed to go rouge, it will disturb what everyone has built and the expectations of the people in those communities for the last 20 or 30 years. Commissioner Kenworthy thought they should take a deep breath and consider whether there are areas they want to protect. Chair Phillips was open to those discussions, but he was still leaning in the direction of his previous comments.

Planner Ward remarked that there was still a lot of work to be done on this Code and their input was helpful in giving the Staff an idea of where the Planning Commission would like to see these IADUs and the scope. The Staff would continue working on it and incorporate their input. She expected to come back to the Planning Commission with the proposed amendments fairly soon.

Mr. Glidden stated that there is a reason why the State allowed the City to put some of these restrictions in place, and he thought they should look into that further to see what

the negative effects or impacts might be if these are not limited in certain areas as Commissioner Kenworthy had suggested. The Staff would delve into it a little more and try to identify the cons of allowing free rein.

Chair Phillips thanked Planner Ward and Mr. Glidden for the information provided this evening and for all their work. He pointed out that Mr. Glidden works with affordable housing day every day and they value his suggestions and input.

Commissioner Thimm stated that every time this subject comes up, he asks if there is a way to look at incentivizing development more deeply targeted than an 80% AMI. One answer was that it was too difficult, but he would like them to look at it more closely to see if there are ways. He pointed out that other communities have provided for residential housing that is less than 80% AMI. Commissioner Thimm requested that they do more than just say it is too hard and look at ways to make it work.

Commissioner Kenworthy agreed. He thought that should be their target. Commissioner Kenworthy stated that an 80% AMI is not hitting the target they need for service workers in Park City.

Mr. Glidden reported that they were already evaluating that, and the City Council had that discussion a few weeks ago to make sure they were hitting that target. He believed they were missing it with 80% AMI. Mr. Glidden remarked that with the most recently approved AMPD and looking at the Housing Resolution that defines affordable housing at 80% AMI or less, they have talked about whether that should be adjusted to deepen the affordability of these units. Mr. Glidden stated that they were doing that with the City projects and target down to 60% or possibly lower. He pointed out that it is financially difficult to make that happen in Park City without financial incentives. Commissioner Thimm suggested that there may be the need for public/private partnership to achieve it. That is a big part of how it happens in other communities.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

6.A. 1660 & 1700 Three Kings Drive - Payday Condominiums – Plat Amendment – The Applicant is Requesting to Amend the Existing Plat to Rectify Inconsistencies and Clarify Developable Private Residential Space for Condominium Owners.

Director Milliken reported that the Staff was requesting that this item be continued to May 12, 2012. After doing more research the application is more complicated than it

appears, and the Staff wanted to gather additional information before bringing it to the Planning Commission.

Chair Phillips opened the public hearing.

No eComments were submitted and no hands were raised on Zoom.

Chair Phillips closed the public hearing.

MOTION: Commissioner Van Dine moved to CONTINUE Payday Condominiums Amendment Plat to May 12, 2021. Commissioner Hall seconded the motion.

VOTE: The motion passed unanimously.

6.B. 1060 Park Avenue – Plat Amendment – The Applicant Proposes Subdividing a 12,868-Square-Foot Lot in the Historic Residential Medium Zoning District into a 7,839-Square-Foot Lot Containing a Significant Historic Structure and a 5,029-Square-Foot-Lot.
(Application PL-21-04793)

Planner Ward noted that the project planner, Spencer Cawley, was unable to attend the meeting and she would be reviewing the application in his absence.

Planner Ward reviewed the application for the Gasparac plat amendment. The applicant was proposing to subdivide a 12,000 square foot lot and block parcel in the Historic Residential Medium Zoning District into two lots. One of the lots will contain the Significant historic structure. Planner Ward noted that the property was designated a Significant site on the Park City Historic Sites Inventory in 2009. It was built around 1946. Planner Ward remarked that the property is a combination of many lots that would be subdivided into main lots.

Planner Ward stated that the applicant was proposing to place a lot line 5' to the south of the existing historic home, which complies with the setbacks for the zoning district, and create two lots. Lot A with the Significant historic site will be the larger lot with 7,839 square feet. Lot B will have 5,029 square feet. Planner Ward reported that the proposed subdivision complies with the HRM zoning district requirements, which encourages new development compatible with surrounding areas, to encourage rehabilitation of existing historic structures, to encourage development that provides a transition in use between the Historic District and the Resort. Single-family dwellings are an allowed use in the zone.

Planner Ward noted that the properties will be subject to architectural review for any future developments. The properties will also be subject to the Design Guidelines for Historic Districts. Planner Ward commented on the conditions of approval. She noted that chain link fences are prohibited in all zones and one condition of approval requires the applicant to remove the existing chain link fence before the plat is recorded with Summit County. Planner Ward noted that currently there is the existing historic home and an accessory garage on the property. The proposed plat amendment will alter these lot lines and separate the structures onto two separate lots. One of the conditions of approval requires the applicant to demolish the accessory building before the plat is recorded.

The Staff found good cause for this plat amendment because the character of the zone is retained, no public street or right-of-way is vacated or amended, and no easement is vacated or amended. Planner Ward presented a slide showing the context and location of the historic site and how this subdivision would align with some of the smaller lots to the north of the property along Park Avenue.

Planner Ward stated that the Snyderville Basin Water Reclamation District added an additional condition of approval that requires the applicant to record an easement. This condition of approval meets to be met and completed before the plat is recorded.

Planner Ward remarked that the Planning Department had public inquiries on this application, but no public input was submitted. The Staff recommended that the Planning Commission review this plat amendment, conduct a public hearing, and consider forwarding a positive recommendation for City Council consideration on May 13, 2021.

Planner Ward reported that the Staff was requesting two amendments to the draft ordinance. Finding of Fact #2 needs to be corrected to reflect the correct Parcel SA-357 and amend the term "metes and bounds" to "lot and block".

Commissioner Van Dine asked why this property has been allowed to have a chain link fence for 20+ years. Planner Ward was not familiar with the background and was not able to answer the question. Commissioner Van Dine referred to the table in the Staff report outlining previous applications on this site. She noted that the one dated December 7, 2020 was going through Historic Design Review pre-application, and there were questions regarding density and the historic nature of the structure's exterior. Commissioner Van Dine noted that the table indicates that it was still under review. Planner Ward explained that the application was going through the HDDR review process and currently they were evaluating what parts of the historic structure will be

required to be preserved, what is the original material, and what has been modified over time. The design review will make sure that what the applicant was proposing for rehabilitation of the historic structure and the addition complies with the design regulations and zoning requirements.

Chair Phillips opened the public hearing.

There were no E-Comments submitted and no hands were raised on Zoom.

Chair Phillips closed the public hearing.

Commissioner Suesser referred to the aerial image on the screen. She asked if the parcel outlined in blue was the property exclusively being subdivided and where the lot line would be. Planner Ward replied that the area in blue was exclusively what was being subdivided. She indicated a boundary line 5' south of the historic structure, which meets the setbacks for the zone. She pointed out the proposed lot amendment showing the location of Lot A and the property line with Lot B to the south. Commissioner Suesser assumed a driveway was being proposed or a new parking location. Planner Ward replied that the historic home is exempt from on-site parking requirements. New construction on Lot B will be required to meet the parking requirements for a single-family dwelling. Commissioner Suesser pointed out that this plat amendment would increase on-street parking. She suggested the possibility of a garage underneath the house. Director Milliken stated that the applicant would not be allowed to have parking underneath the historic house because a historic structure can only be raised two feet.

Commissioner Kenworthy noted that on-street parking has been removed from Park Avenue. Commissioner Suesser thought the parking was only removed from that side of the street, but cars could still park on the other side. Planner Ward had not seen the plans for the HDDR; however, there is vacant space to the north of the historic structure which the applicant may be proposing for parking. She apologized for not having that information.

Commissioner Suesser asked if the lot directly to the south is a commercial lot. Planner Ward answered yes. Chair Phillips thought it was an interesting situation because the residents would not be allowed to park in front of their own house on Park Avenue. Commissioner Suesser had concerns because it is a historic home and parking has been eliminated directly in front of the house. She stated that the lot behind this home is extensive and there may be a potential to build a garage directly behind this home and access it from the north side of the house.

Chair Phillips remarked that they were not creating a situation that does not exist elsewhere, but he was concerned with the parking issue. Commissioner Suesser thought the Planning Commission had good cause to deny this request due to parking concerns.

City Attorney Mark Harrington stated that with respect to the Code, City already has a policy that historic homes do not require off-street parking. The Commissioners would need a different justification for impacts that cannot be mitigated; or tie it to another Code provision in terms of addressing removal of the current on-site parking.

Commissioner Suesser understood that the policy is that historic homes in the historic district are exempt from the parking requirement, but they have never applied that policy to a home on a street that has no public parking in front of the house. This is on a street that restricts parking altogether. She believed this was a different scenario.

Chris, the applicant, stated that once they subdivide the property into two lots, the parking on the north side of the historic home will have a driveway and a garage going to the back. It will be a mirror image to 1062 Park Avenue with a historic structure and an addition behind it. He explained that there will be a driveway and a two-car tandem garage providing 3-full parking spots. There will be a driveway on the south lot where there is an existing driveway and that will create two full parking spots. Chair Phillips clarified that the applicant had plans to create off-street parking for both lots. Chris replied that both lots will have garages.

Commissioner Thimm believed that would help with the parking concerns. He asked if there was a way to condition it to make what the applicant was proposing a requirement. Chair Phillips asked if the applicant would accept making it a requirement under a condition of approval. Chris answered yes, noting that the parking plan was submitted with the application.

Someone raised their hand on Zoom to speak.

Chair Phillips re-opened the public hearing.

Paula Winter, a co-partner on the project and the property owner, stated that the property currently has off-street parking, and the plan is to have off-street parking in the future. In response to the earlier question regarding the chain link fence, Ms. Winter noted that her parents bought the historic house in 1953 and it has had a chain link fence since that time.

Chair Phillips closed the public hearing.

Commissioner Thimm asked if they needed to draft a condition to address the parking. He recommended language stating, "There shall be a minimum of two-off street parking stalls provided for each subdivided lot". The applicant was comfortable with that language. City Attorney Mark Harrington stated that the new condition would be added as Condition #12.

MOTION: Commissioner Hall moved to forward a POSITIVE recommendation to the City Council for their consideration on May 13, 2020 for the Gasparac plat amendment at 1060 Park Avenue, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval found in the draft report and as amended to add Condition #12 that each parcel will have two parking stalls. Commissioner Van Dine seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 1060 Park Avenue

Background:

1. The property is located at 1060 Park Avenue.
2. The property is listed with Summit County as Parcel number AS-357 and consists of Lots 9, 10, 11, and 12 in Block 55 of Snyder's Addition; Also, that part of the E1/2 of Block 55 Snyder's Addition Easterly from Lots 9, 10, 11, and 12. The proposed Plat Amendment creates two (2) Lots of record.
3. On March 26, 2021, the Applicant submitted a complete Plat Amendment application.
4. The applicant proposes adding a Lot line five feet (5') to the south of the existing Structure and Subdividing the 12,868 square foot Metes and Bounds in the Historic Residential – Medium District into Lot A, a 7,839 square foot Lot containing a Significant Historic Structure, and Lot B, a 5,029 square foot Lot.
5. The property was designated as a Significant Historical Structure on the Park City Historic Site Inventory (HSI) in 2009.
6. No easement is vacated or amended as a result of the plat amendment.

Zoning District:

7. The property is in the Historic Residential - Medium (HRM) Zoning District.

Public Notice Requirements:

8. Staff published notice on the City's website and the Utah Public Notice website, and posted notice to the property on April 12, 2021. Staff mailed courtesy notice to property owners within 300 feet on April 14, 2021. The Park Record published notice on April 14, 2021.

Lot and Site Requirements

9. The LMC also regulates Lot and Site Requirements per LMC §15-2.4-3.
10. A Single-Family Dwelling is an allowed Use in the HRM Zoning District and requires a minimum lot size of 1,875 square feet. The proposed Lot sizes comply with this requirement.
11. The minimum Lot width in the HRM Zoning District is 37.5 feet. The proposed Lots comply with this requirement.
12. The required Front Setback for Lot depths greater than 75 feet is fifteen feet (15'). Lot A is Legal Non-Conforming, as is. Lot B will come into compliance with new construction.
13. The required Rear Setback is ten feet (10'). Lot A is Legal Non-Conforming, as is. Lot B will come into compliance with new construction.
14. The required Side Setback is five feet (5'). Lot A is Legal Non-Conforming, as is. Lot B will come into compliance with new construction.
15. There is no maximum building footprint requirement in the HRM Zoning District. Any new construction shall comply with the Land Management Code at the time of Application submittal.
16. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law – 1060 Park Avenue

1. There is Good Cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code, including LMC § 15-2.4 Historic Residential-Medium Zoning District and LMC § 15-7.1-6 Final Subdivision Plat.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval – 1060 Park Avenue

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The applicant shall insert the easement legal description into Snyderville Water

Reclamation District (SBWRD) Grant of Easement form, signed and notarized by landowner, and returned to SBWRD for recordation.

4. After the easement is recorded, applicant shall insert the recording information on the plat.
5. The plat shall note that fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.
6. A non-exclusive ten foot (10') public snow storage easement on Park Avenue shall be dedicated on the plat.
7. Any new construction shall comply with the Land Management Code at the time of Application submittal.
8. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
9. Any new construction shall comply with the Land Management Code at the time of Application submittal.
10. Prior to recordation of plat, the chain link Fence shall be removed.
11. Prior to recordation of plat, the Accessory Building shall be demolished.
12. There shall be a minimum of two-off street parking stalls provided for each subdivided lot

6.C. 1125 and 1129 Park Avenue – Plat Amendment – The Applicant Proposes Subdividing 1125 Park Avenue, a 5,462-Square-Foot Parcel in the Historic Residential – 1 Zoning District into a 2,875-Square-Foot Lot and a 2,587-Square-Foot Lot and Amending the Lot Line Between 1125 and 1129 Park Avenue. (Application PL-21-04797)

Planner Ward reviewed the application for the Jupiter Moons plat amendment for 1125 and 1129 Park Avenue. The applicant was proposing the creation of three lots by subdividing 1125 Park Avenue into two smaller lots and amending the lot line between 1125 and 1129 Park Avenue. Planner Ward presented a slide and noted that 1125 Park Avenue was the green structure on the left and 1129 Park Avenue was on the right. Both are historic structures on the Park City Historic Sites Inventory. Planner Ward stated that 1129 Park Avenue was constructed first around the late 1890s, and it was constructed over the lot line. When 1125 was construction on its lot in 1920 there was a rear addition to 1125 and that addition was constructed adjacent to the encroaching home. Planner Ward indicated a common wall between the two historic structures.

Planner Ward reported that the Historic Preservation Board was currently reviewing the Historic District Design Review applications for these properties. The HPB was

evaluating the 1920s addition to see if it contributes to the historic integrity of the structure, or if it can be demolished. She noted that this approval has conditions that allow for both instances moving forward.

Planner Ward reviewed an image showing where the Jupiter Moons plat amendment would adjust the property line between the two historic structures to preserve the building footprints. Lot A would extend from Park Avenue to Woodside Avenue. The area will be subdivided into Lot B, which is the other historic structure. Lot C will be a vacant lot.

Planner Ward stated that the proposal complies with the HR-1 zoning district and the plat amendment requirements. She explained under the requirements, the lot width needs to be 25' measured 15' from the front lot line. Land Management Code Section 15-2.2-3(B) allows the Planning Director to make a determination on lot width in the case of unusual lot configurations. Planner Ward noted that Lot A is currently 23' wide and 15' back from the lot line. The proposed Lot A will increase the width to 24'. She stated that if the lot line were to go to the full 25' it then begins to encroach into the historic structure at 1125 Park Avenue. Planner Ward reported that on April 19, 2021 the Planning Director determined that the 24' wide lot line for Lot A is appropriate because it allows for the creation of two separate lots for the rehabilitation of these historic structures. It also allows for the preservation of these unique building footprints.

Planner Ward stated that the proposal complies with the zoning district requirements, but the Staff was recommending conditions of approval. One condition requires the applicant to record a party wall agreement prior to plat recordation if the HPB requires preservation of the 1125 Park Avenue 1920s addition. If the addition stays, a party wall agreement is required under the LMC. Planner Ward stated that due to the unique placement of both structures on the sites, the Building Code has additional requirements. Both historic structures must be fire sprinklered, walls less than 3' to the lot line must be built to meet specific standards, no windows or doors are allowed in the walls. These requirements from the Building Code were placed in the conditions of approval.

The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council for their consideration on May 13, 2021.

Chair Phillips clarified that with the 24' width, the applicant would still need to follow the 3' setback rules on any new construction. Planner Ward answered yes.

Chair Phillips opened the public hearing.

No eComments were submitted and no hands were raised on Zoom.

Chair Phillip closed the public hearing.

Chair Phillips believed this application was a good example of removing lot lines to accommodate historic preservation and to promote rehabilitation of historic structures. He found good cause for this plat amendment.

Commissioner Kenworthy stated that he also found good cause for the historic preservation of both historic homes.

MOTION: Commissioner Thimm moved to forward a POSITIVE recommendation to the City Council concerning the 1125 and 1129 Park Avenue Plat Amendment for their consideration on May 13, 2021, in accordance with the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 1125 and 1129 Park Avenue

1. 1125 and 1129 Park Avenue are described by metes and bounds and include Lots extending from Park Avenue to Woodside Avenue.
2. The Applicant proposes the creation of three Lots: subdividing 1125 Park Avenue, a 5,462-square-foot metes and bounds parcel in the Historic Residential – 1 Zoning District, into a 2,875-square-foot Lot and a 2,587-square-foot Lot and amending the Lot Line between 1125 and 1129 Park Avenue.
3. 1125 Park Avenue is a one-story cross-wing Single-Family Dwelling constructed in 1901 and is designated a Landmark Historic Structure on the Historic Sites Inventory.
4. 1129 Park Avenue is a one-story hall-parlor Single-Family Dwelling constructed sometime between 1895 and 1901 and is designated a Significant Historic Structure on the Historic Sites Inventory.
5. 1129 Park Avenue was constructed across Lot lines and encroaches into the 1125 Park Avenue Lot.
6. In the 1920s, a rear addition to 1125 Park Avenue was constructed adjacent to the encroaching home at 1129 Park Avenue. The properties share a common wall.
7. In addition to creating three Lots, this Plat Amendment adjusts the property line between 1125 and 1129 Park Avenue to resolve the 1129 Park Avenue

encroachment and to accommodate the Building Footprint of the adjoining Historic Structures.

8. The proposal complies with the Historic Residential – 1 Zoning District requirements.

9. The purpose of the Historic Residential – 1 (HR – 1) Zoning District is in part to encourage the preservation of Historic Structures, encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods, and encourage Single-Family Development on combinations of 25' x 75' Historic Lots.

10. Single-Family Dwellings are an Allowed Use and Duplex Dwellings are a Conditional Use in the HR – 1 Zoning District.

11. Minimum Lot Area is 3,750 square feet for Duplex Lots and 1,875 square feet for Single-Family Lots.

12. Lot A contains 4,669.50 square feet and may accommodate a Duplex, subject to Conditional Use Permit approval; Lot B contains 2,875.80 square feet; and Lot C contains 2,587.50 square feet.

13. Minimum Lot width is 25 feet.

14. Lot A is currently 23 feet wide measured 15 feet from the front Lot line. Proposed Lot A is 24 feet wide measured 15 feet from the front Lot line and does not meet the HR-1 Zoning District 25-foot Lot width requirement. In the case of unusual Lot configurations, Lot width measurements shall be determined by the Planning Director pursuant to LMC § 15-2.2-3(B).

15. On April 19, 2021, pursuant to LMC § 15-2.2-3(B), the Planning Director determined that the 24-foot width for Lot A is appropriate because it allows for the creation of two separate Lots for the rehabilitation of the Historic Structures and preserves the unique Building Footprints of the Historic Structures.

16. Lot B is 36.70 feet wide; Lot C is 37.50 feet wide.

17. The Building Pad, Building Footprint, and Height define the maximum Building envelope within which Development must occur.

18. Historic Structures that do not comply with Building Footprints, Height, and Setbacks are valid Non-Complying Structures.

19. The maximum Building Footprint is calculated based on the following formula:
$$\text{MAXIMUM FP} = (A/2) \times 0.9A/1875.$$

20. The maximum Building Footprint for Lot A is 1,804 square feet; Lot B is 1,223 square feet; and Lot C is 1,119 square feet.

21. Front and Rear Setbacks for Lots with a depth up to 75 feet are 10 feet; Front and Rear Setbacks for Lots with a depth of 27 – 100 feet are 12 to 13 feet, for a total of 25 feet; Front and Rear Setbacks for Lots over 100 feet are 15 feet.

22. Historic Structures that do not comply with Setbacks are valid Non-Complying Structures. Additions must comply with Setbacks.

23. Lot A (Lot depth is 150 feet) – Front and Rear Setbacks for new construction are

15 feet.

24. Lot B (Lot depth is 81 feet) – Front and Rear Setbacks for new construction will be 12 and 13 feet, for a total of 25 feet.

25. Lot C (Lot depth is 69 feet) – Front and Rear Setbacks are 10 feet.

26. Side Setbacks for Lots up to 37.50 feet wide are three feet.

27. New construction shall comply with three-foot Side Setbacks on Lots A, B, and C.

28. Building Height shall not exceed 27 feet from Existing Grade.

29. On November 4, 2020, the Historic Preservation Board conducted a work session to discuss 1125 Park Avenue, including the 1920s addition that abuts 1129 Park Avenue. The Historic Preservation Board may determine that the 1920s addition contributes to the Historic Integrity of the Historic Structure, or the Historic Preservation Board may approve removal of the 1920s addition.

30. LMC § 15-2.2-3(I)(2) allows for no Side Setback between connected Structures “where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning Districts.” Condition of Approval 10 requires the Applicant to record a party wall agreement prior to plat recordation with Summit County if the Historic Preservation Board requires preservation of the 1125 Park Avenue 1920s addition.

31. Plat amendments shall be reviewed according to Section 15-7.1-6 Final Subdivision Plat and approval shall require (a) a finding of Good Cause, and (b) a finding that no Public Street, Right-of-Way, or easement has been vacated or amended.

32. No Public Street, Right-of-Way, or easement is vacated or amended.

Conclusions of Law – 1125 and 1129 Park Avenue

1. There is Good Cause for this Plat amendment because it resolves existing encroachments and allows for the rehabilitation of two Historic Structures while preserving the unique Historic Building Footprints.

2. The Plat Amendment is consistent with Land Management Code § 15-7.1-3(B), § 15-7.1-6, and Chapters 15-2.2 and 15-7.

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

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

Conditions of Approval – 1125 and 1129 Park Avenue

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the Conditions of Approval, prior to recordation of the plat.
2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The Applicant shall dedicate a non-exclusive ten-foot public snow storage easement on Park Avenue and Woodside Avenue.
4. The property is not located within the Park City Soil Ordinance Boundary and therefore, it is not regulated by the City for mine related impacts. However, if the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance with State and Federal law.
5. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
6. The Building envelope for all new construction must comply with Building Pad, Building Footprint, and Height.
7. The maximum Building Footprint for Lot A is 1,804 square feet; Lot B is 1,223 square feet; Lot C is 1,119 square feet.
8. New construction must comply with Height regulations.
9. Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.
10. The Applicant shall record a party wall agreement prior to plat recordation with Summit County if the Historic Preservation Board requires preservation of the 1125 Park Avenue 1920s addition.
11. To comply with the Building Code, the Building Department requires the following four standards to retain the common wall between the properties:
 - a. Both Historic Structures must be fire sprinklered.
 - b. The walls less than three feet to the Lot line must be built as a one-hour rated assembly.
 - c. The projections within two feet of the Lot line need to be one-hour rated on the underside.
 - d. No windows or doors are allowed in the walls that are within two feet of the Lot line.
12. The Applicant shall submit verification to the Planning Department that no easement is vacated or amended by this Plat amendment prior to recordation of the plat with Summit County.

The Planning Commission Meeting adjourned at 8:25 p.m.

Approved by Planning Commission: _____

PENDING APPROVAL

Planning Commission Agenda Item Report

Meeting Date: May 12, 2021

Submitted by: Alexandra Ananth

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

3 and 5 Victoria Circle – Chatham Crossing Lots 52 and 53 Plat Amendment – Request to Adjust the Interior Lot Line Common to Both Lots. PL 21-04750.

A) Public Hearing B) Possible Recommendation for City Council's Consideration on May 27, 2021.

Suggested Action:

Attachments:

[3 & 5 Victoria Circle Plat Amendment Staff Report](#)

[Exhibit A: Draft Ordinance](#)

[Exhibit B: Chatham Crossing Subdivision Plat](#)

[Exhibit C: Chatham Lots 52 & 53 Amended Plat](#)

[Exhibit D: Letter of Intent and HOA Approval Letter](#)

Planning Commission Staff Report



Subject: Chatham Lots 52 & 53 Plat
Amendment
Project #: PL-21-04750
Author: Alexandra Ananth, Sr. Planner
Date: May 12, 2021
Type of Item: Administrative – Plat Amendment

Summary Recommendation

Staff recommends the Planning Commission 1) review the requested Plat Amendment, 2) conduct a public hearing, and 3) consider forwarding a positive recommendation for City Council's consideration on May 27, 2021.

Description

Applicant: Martina Nelson, Park City Surveying, Representing Graham and Janet Baker
Location: 3 & 5 Victoria Circle
Zoning: Residential Development (RD)
Adjacent Land Uses: Residential and Open Space
Reasons for Review: Plat Amendments require Planning Commission review and recommendation and City Council review and action

Executive Summary

Lots 52 & 53 of the Chatham Crossing Subdivision are also known as 3 & 5 Victoria Circle. These two lots are under common ownership and the owner is proposing to adjust the interior lot line to ensure that 8 mature trees located on Lot 52, remain part of Lot 53. Lot 53 is improved with a single-family residence. Lot 52 is a vacant buildable lot. Both lots will remain compliant with the minimum lot size, no non-conformities will be created, and no changes in density will result from the proposed Plat Amendment to adjust a lot line.

Background

The Chatham Crossing Subdivision was originally recorded in 1981 and is in the Residential Development (RD) District (Exhibit B).

The purpose of the Residential Development (RD) District is to:

- A. allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
- B. encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
- C. allow commercial and recreational activities that are in harmony with residential neighborhoods,
- D. minimize impacts of the automobile on architectural design,
- E. promote pedestrian connections within Developments and between adjacent

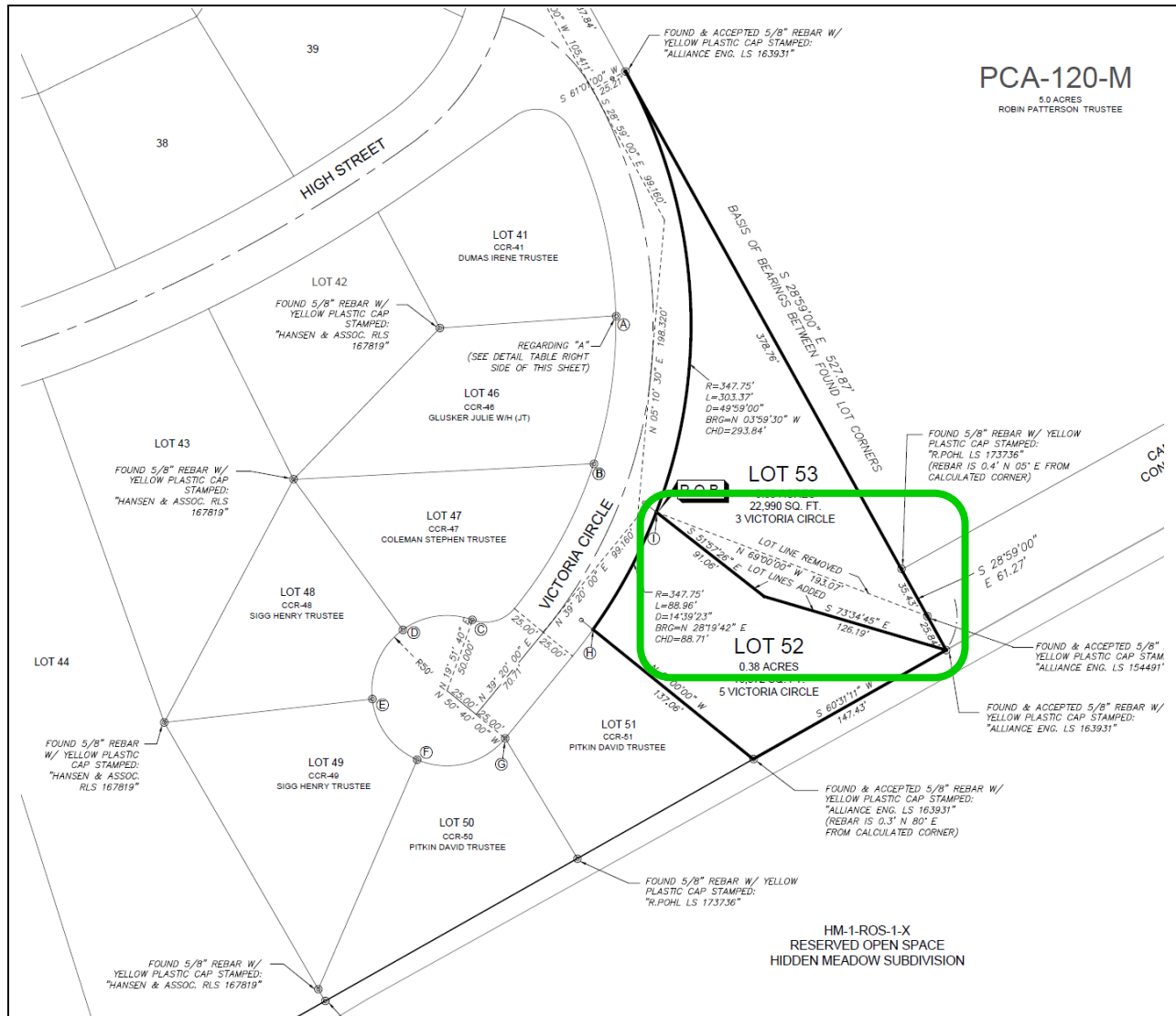


Figure 2: Proposed adjusted interior lot line.

Staff notes that the applicant submitted a Letter of Intent as well as evidence that the Chatham Crossing HOA approved the applicant's lot line adjustment request (Exhibit D).

Good Cause

The proposed Plat Amendment has been reviewed in accordance with LMC § 15-7. Staff finds Good Cause for this Plat Amendment as both lots will remain compliant with the Minimum Required Lot Size, and consistent with the Chatham Crossing Subdivision lot sizes. No non-conformities will be created, and no changes in density will result from the proposed Plat Amendment. The Plat Amendment will allow for the preservation of 8 mature trees as part of Lot 53.

No Public Streets, Right-of-Way or easement has been vacated or amended.

Department Review

The Development Review Committee reviewed this application on May 4, 2021. No issues were raised.

Notice

On April 28, 2021, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record and on the Utah Public Notice website on April 28, 2021.

Public Input

Staff did not receive any public input prior to the publication of this Staff Report.

Alternatives

- Planning Commission may forward a positive recommendation to City Council for the Plat Amendment, as conditioned or amended, or
- Planning Commission may forward a negative recommendation to City Council for the Plat Amendment, and direct staff to make Findings for this decision, or
- Planning Commission may continue the item to a date certain.

Exhibits

Exhibit A – Draft Ordinance

Exhibit B – Chatham Crossing Subdivision Plat, 1981

Exhibit C – Proposed Chatham Lots 52 & 53 Amended Plat

Exhibit D – Applicant's Letter of Intent and HOA Approval

Draft Ordinance No. 2021-XX

**AN ORDINANCE APPROVING THE CHATHAM LOTS 52 & 53 AMENDED PLAT,
LOCATED AT 3 & 5 VICTORIA CIRCLE, PARK CITY, UTAH.**

WHEREAS, the owners of the property known as Chatham Crossing Subdivision Lots 52 & 53, located at 3 & 5 Victoria Circle, petitioned the City Council for approval of the Chatham Lots 52 & 53 Amended Plat; and

WHEREAS, on April 28, 2021, the property was properly posted, and legal notice was sent to all affected property owners; and

WHEREAS, on April 28, 2021, proper legal notice was published in the Park Record and on the Utah Public Notice website according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission, on May 12, 2021, held a public hearing and forwarded a positive recommendation to the City Council; and,

WHEREAS, the City Council on May 27, 2021, held a public hearing and took final action on the Plat Amendment; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Chatham Lots 52 & 53 Amended Plat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. Chatham Lots 52 & 53 Amended Plat, as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The properties are part of the Chatham Crossing Subdivision, recorded in 1981.
2. These two lots are under common ownership and the owner is proposing to move an interior lot line to preserve trees on existing Lot 52 as part of Lot 53.
3. Lot 53 is improved with a single-family residence.
4. Lot 52 is a vacant buildable lot.
5. The applicant submitted a Letter from the Chatham Crossing HOA stating that the HOA voted to approve the applicant's application.
6. Staff finds Good Cause for this Plat Amendment as both lots will remain compliant with the Minimum Required Lot Size, and consistent with the Chatham Crossing Subdivision lot sizes.
7. No non-conformities will be created, and no changes in density will result from the proposed Plat Amendment.
8. The Plat Amendment will allow for the preservation of 8 mature trees as part of Lot 53.

9. No Public Streets, Right-of-Way or easement has been vacated or amended.

Conclusions of Law:

1. There is good cause for this Plat Amendment as both lots will remain compliant with the Minimum Required Lot Size, no non-conformities will be created, and no changes in density will result from the proposed Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Subdivisions.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the Plat Amendment for compliance with State law, the Land Management Code and the conditions of approval, prior to recordation of the Plat.
2. The applicant will record the Plat Amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.
3. A Plat Note shall indicate that all Conditions of Approval of the original Chatham Crossing Subdivision continue to apply.
4. A Plat Note shall indicate that the Plat is subject to Ordinance 2021-XX.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 27th day of May, 2021.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

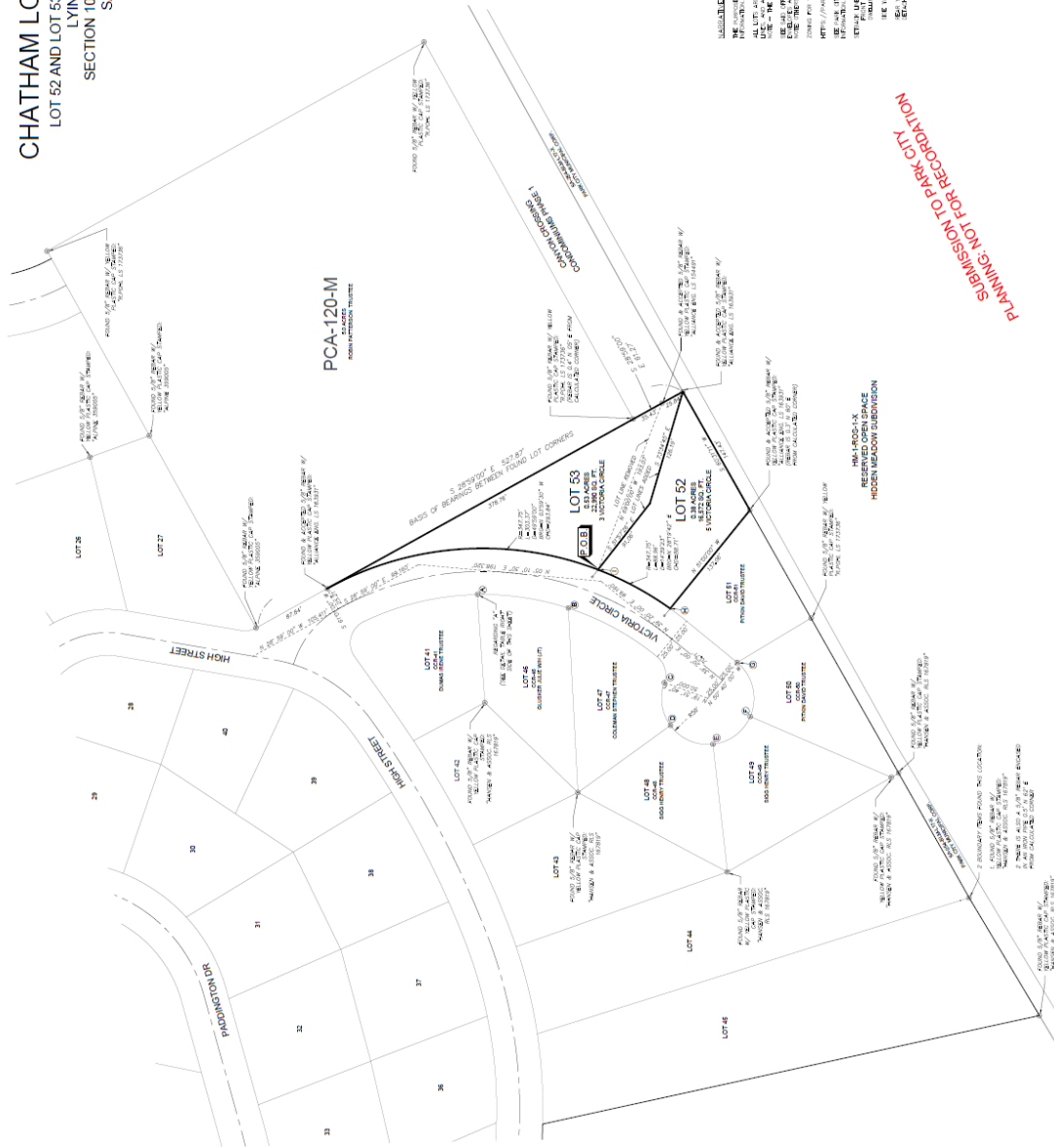
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

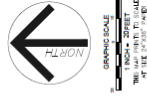
Exhibits

Exhibit A – Chatham Lots 52 & 53 Amended Plat

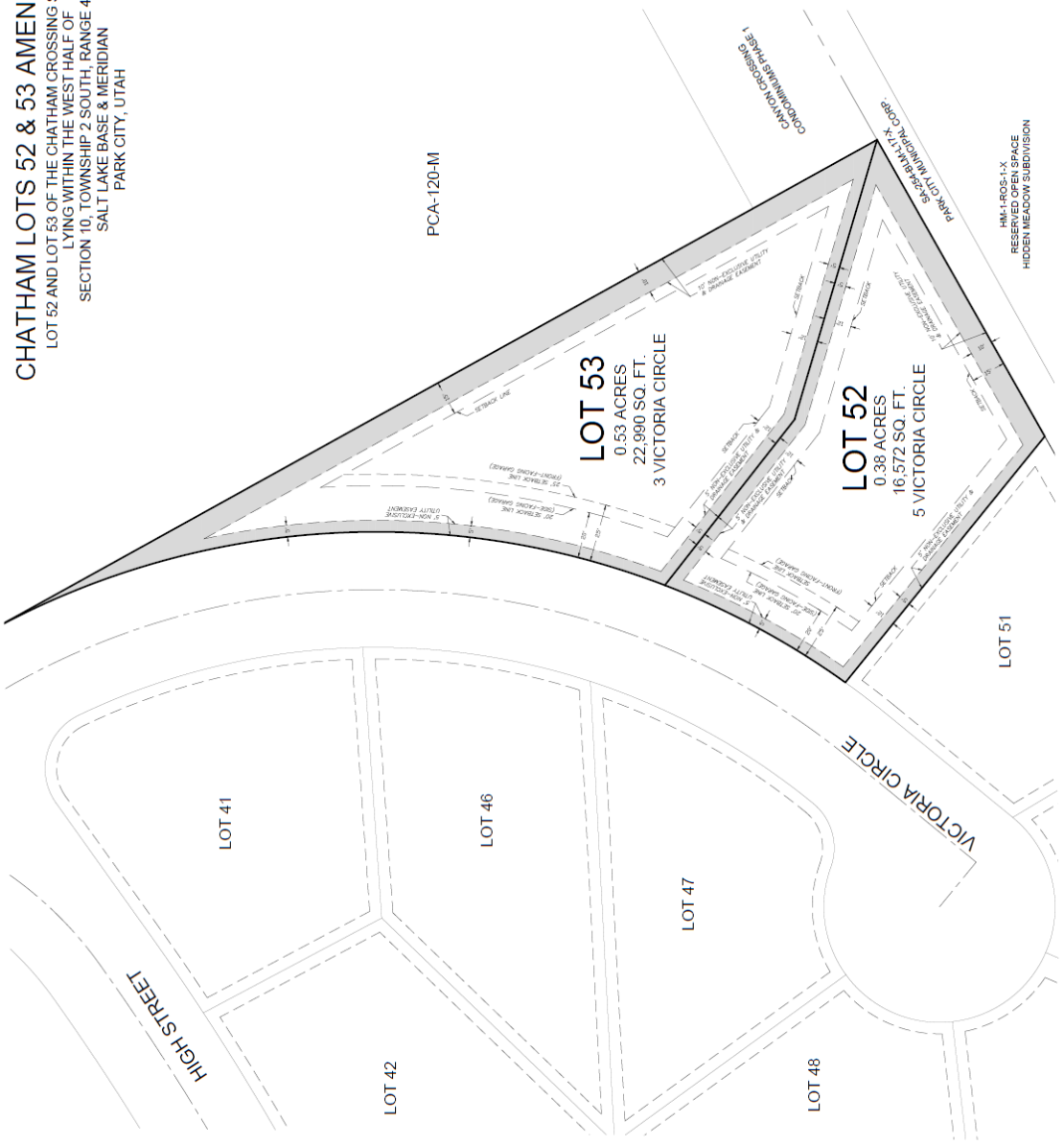


CHATHAM LOTS 52 & 53 AMENDED PLAT
 LOT 52 AND LOT 53 OF THE CHATHAM CROSSING SUBDIVISION
 LYING WITHIN THE WEST HALF OF
 SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 EAST
 SALT LAKE BASE & MERIDIAN
 PARK CITY, UTAH

SUBMISSION TO PARK CITY
 PLANNING, NOT FOR RECORDATION

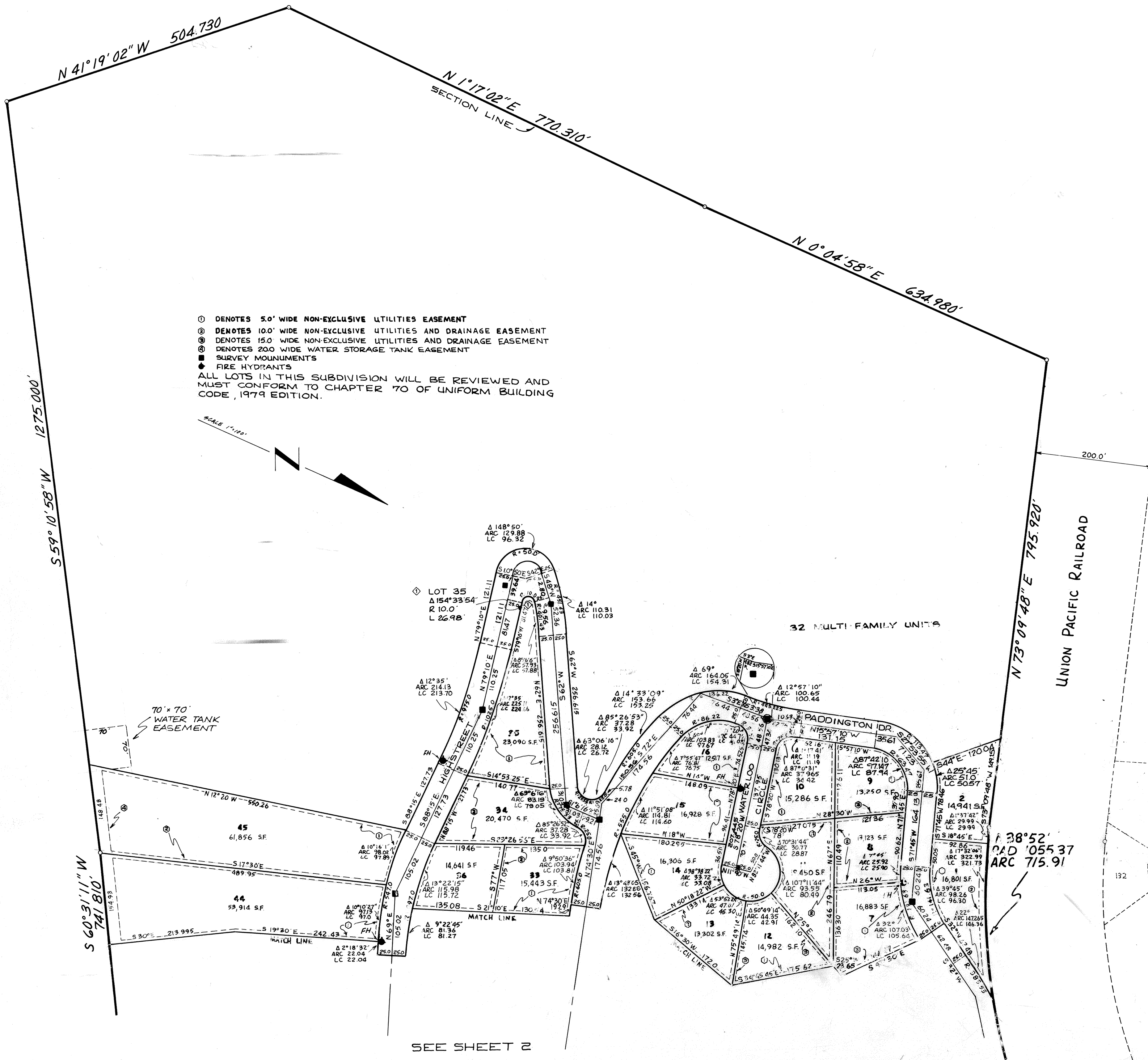


UNLAWFUL.
 THE PURPOSE OF THIS PLAT IS TO SHOW THE CONTINUATION OF THE EXISTING AND THE
 THE LOTS OF THE SUBDIVISION.



SHEET 3 OF 3
 SUBDIVISION

RECORDED	
ENTRY NUMBER	DATE
FILE NUMBER	FILE
FILE NAME	FILE
FILED	FILED



SURVEYORS CERTIFICATE

I JAMES G. WEST DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 3082 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS CHATHAM CROSSING SUBDIVISION AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BEGINNING AT A POINT NORTH 89°36'31" EAST 2638.61 FEET AND SOUTH 222.145 FEET FROM THE NORTH WEST CORNER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, AND RUNNING THENCE SOUTH 1130.115 FEET; THENCE WEST 595.29 FEET; THENCE SOUTH 41°19'02" EAST 1317.38 FEET; THENCE SOUTH 61°05'38" WEST 982.50 FEET; THENCE SOUTH 60°31'11" WEST 741.81 FEET; THENCE SOUTH 59°10'58" WEST 1275.00 FEET; THENCE NORTH 41°19'02" WEST 504.730 FEET; THENCE NORTH 1°17'02" EAST ALONG SAID SECTION LINE 770.31 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 10; THENCE NORTH 0°04'58" EAST ALONG A SECTION LINE 634.98 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AS FOLLOWS: THENCE NORTH 73°09'48" EAST 795.92 FEET TO A POINT OF A 1059.37 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 715.91 FEET; THENCE NORTH 55°42'12" WEST 50.00 FEET; THENCE NORTH 34°17'48" EAST 375.00 FEET TO A POINT OF A 1382.69 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 582.40 FEET TO A POINT OF TANGENCY; THENCE NORTH 58°25'48" EAST 851.03 FEET TO THE POINT OF BEGINNING.

EXCLUDING THEREFROM A TRACT OF LAND 466.60 FEET SQUARE, CONTAINING FIVE ACRES, AND SITUATED ALL ON BESSIE LODS CLAIM, M.S. NO. 5552, UTAH MINING DISTRICT, IN SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. SAID TRACT OF LAND RUNNING WITH EVEN WIDTH, 233.3 FEET ON BOTH SIDES OF A LINE BEARING SOUTH 61°01' WEST, 233.3 FEET AND NORTH 61°01' EAST, 233.3 FEET FROM A POINT AT THE CENTER OF SAID TRACT, FROM WHICH THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN BEARS SOUTH 84°47' WEST, A DISTANCE OF 2028.6 FEET; AND THE CORNER NO. 2 OF M.S. NO. 5552 BEARS NORTH 39°27' EAST, A DISTANCE OF 786.8 FEET. TOTAL AREA LESS EXCLUSION 111.27 ACRES.

March 17, 1981
DATE

James G. West
JAMES G. WEST

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS CHATHAM CROSSING SUBDIVISION 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 OUR HANDS THIS 17th DAY OF March 1981 AD.

Gregory A. Nelson
GREGORY A. NELSON
BANBERRY CROSSING, A UTAH PARTNERSHIP

ACKNOWLEDGEMENT

STATE OF UTAH } STATE SEAL
COUNTY OF SUMMIT

ON THE 17th DAY OF March 1981 AD. PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SUMMIT IN SAID STATE OF UTAH, THE SIGNERS OF THE ABOVE OWNER'S DEDICATION, ONE IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT Gregory A. Nelson SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

130
RESIDING IN Summit COUNTY
MY COMMISSION EXPIRES 12/28

Prof. J. Spencer
NOTARY PUBLIC

CHATHAM CROSSING SUBDIVISION

LOCATED IN THE NW 1/4 OF SEC. 10,
T 2S, R 4E S L B & M

SHEET 1 of 3

Prepared By:

J.J. Johnson & Associates

Civil Engineering Planning Surveying
1700 Park Avenue P.O. Box 1661
Park City, Utah 84060

City Planning Commission

Approved & Accepted by the Park City Planning Commission this 7th Day of July A.D. 1981

Burnie Voth
Chairman

Engineers Certificate

Approved & Accepted by the Park City Engineering Department this 7th Day of July A.D. 1981

John Probert
Park City Engineer

Approval as to Form

Approved as to Form this 8th Day of May A.D. 1981

Michael P. Probert
Park City Attorney

Certificate of Attest

Attest this 8th Day of May A.D. 1981

M.R. Olson
Park City Recorder

Council Approval & Acceptance

Approved & Accepted by the Park City Council this 30th Day of April A.D. 1981

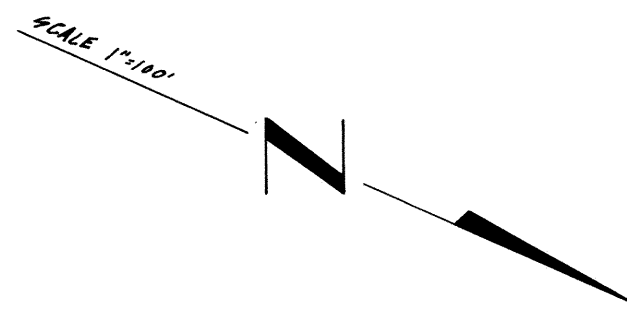
John A. Spencer
Mayor

No. 179465

Recorded

State of Utah, County of Summit, Recorded and Filed at the request of:

Park City Municipal Corporation
Date 5-13-81 Time 2:10
Fee 57.50
Summit County Recorder



SEE SHEET 1

UNION PACIFIC RAILROAD

SURVEYORS CERTIFICATE

I JAMES G. WEST DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 3082 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED AS ON SHEET 1 OF 3 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS CHATHAM CROSSING SUBDIVISION AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

March 17, 1981
DATE

James G. West
JAMES G. WEST

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS CHATHAM CROSSING SUBDIVISION 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 HERETO SET OUR HANDS THIS 18th DAY OF March 1981 AD.

Gregory P. Nelson
GREGORY P. NELSON
BARBERRY CROSSING, A UTAH PARTNERSHIP

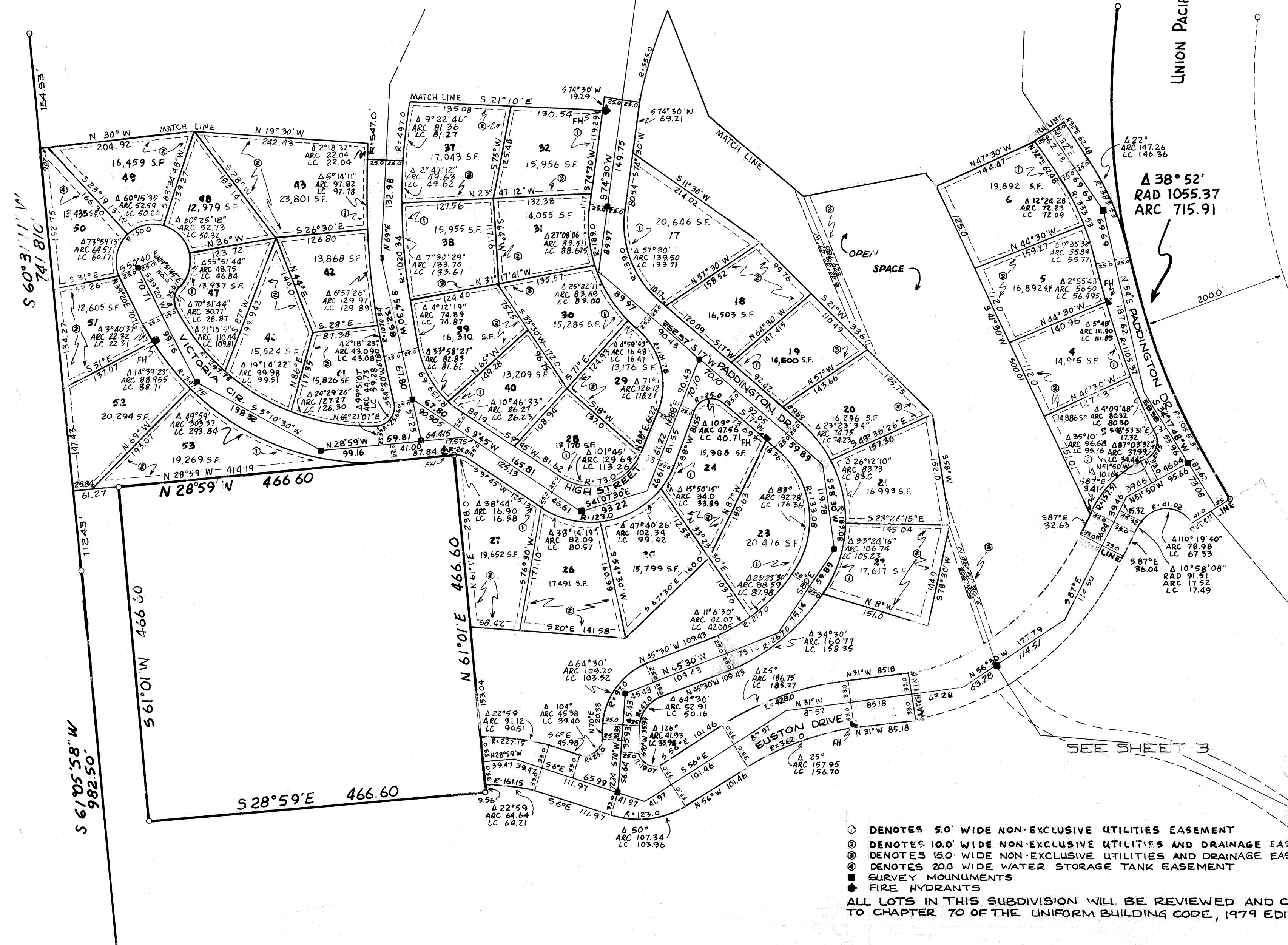
ACKNOWLEDGEMENT

STATE OF UTAH } STATE SEAL
COUNTY OF SUMMIT }

ON THE 18th DAY OF March 1981 AD. PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SUMMIT IN SAID STATE OF UTAH, THE SIGNERS OF THE ABOVE OWNER'S DEDICATION, ONE IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT Gregory P. Nelson SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

RESIDING IN Salt Lake COUNTY
MY COMMISSION EXPIRES 1/25/85

Carl E. Spencer
NOTARY PUBLIC



- ① DENOTES 5.0' WIDE NON-EXCLUSIVE UTILITIES EASEMENT
 - ② DENOTES 10.0' WIDE NON-EXCLUSIVE UTILITIES AND DRAINAGE EASEMENT
 - ③ DENOTES 15.0' WIDE NON-EXCLUSIVE UTILITIES AND DRAINAGE EASEMENT
 - ④ DENOTES 20.0' WIDE WATER STORAGE TANK EASEMENT
 - SURVEY MONUMENTS
 - FIRE HYDRANTS
- ALL LOTS IN THIS SUBDIVISION WILL BE REVIEWED AND CONFORM TO CHAPTER 70 OF THE UNIFORM BUILDING CODE, 1979 EDITION.

CHATHAM CROSSING SUBDIVISION

LOCATED IN THE N.W. 1/4 OF SEC. 10,
T 2S, R.4E. S.L. B & M

SHEET 2 of 3

Prepared By: J.J. Johnson & Associates Civil Engineering Planning Surveying 1700 Park Avenue P.O. Box 1661 Park City, Utah 84060	City Planning Commission Approved & Accepted by the Park City Planning Commission this 7 th Day of July A.D. 1981 <u>Burnie Matthe</u> Chairman	Engineers Certificate Approved & Accepted by the Park City Engineering Department this 2 nd Day of April A.D. 1981 <u>John Prohace</u> Park City Engineer	Approval as to Form Approved as to Form this 8 th Day of May A.D. 1981 <u>Michael J. [Signature]</u> Park City Attorney	Certificate of Attest Attest this 8 th Day of May A.D. 1981 <u>MR. Olson</u> Park City Recorder	Council Approval & Acceptance Approved & Accepted by the Park City Council this 3 rd Day of April A.D. 1981 <u>John E. [Signature]</u> Mayor	No. 179465 Recorded State of Utah, County of Summit, Recorded and Filed at the request of: <u>Park City Municipal Corporation</u> Date 5-13-81 Time 2:10 Fee 57.50 Summit County Recorder
--	---	---	---	---	--	---

SEE SHEET 2

SURVEYORS CERTIFICATE

I JAMES G. WEST DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 3082 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED AS ON SHEET 1 OF 3 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS CHATHAM CROSSING SUBDIVISION AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

March 17, 1981
DATE

James G. West
JAMES G. WEST

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS CHATHAM CROSSING SUBDIVISION 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 OUR HANDS THIS 18th DAY OF March 1981 AD.

Gregory P. Nelson
GREGORY P. NELSON
BANDERLY CROSSING,
A UTAH PARTNERSHIP

ACKNOWLEDGEMENT

STATE OF UTAH } STATE SEAL
COUNTY OF SUMMIT }

ON THE 15th DAY OF March 1981 AD PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SUMMIT IN SAID STATE OF UTAH, THE SIGNERS OF THE ABOVE OWNER'S DEDICATION, ONE IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT Gregory P. Nelson SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

RESIDING IN Salt Lake County
MY COMMISSION EXPIRES 1/25/85

Carol Spencer
NOTARY PUBLIC

NORTHWEST CORNER SECTION 10
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN

NORTH 1/4 CORNER SECTION 10
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN

CHATHAM CROSSING SUBDIVISION

LOCATED IN THE NW 1/4 OF SEC. 10
T 2S, R 4E S.L.B. & M.

SHEET 3 of 3

Prepared By:

J.J. Johnson & Associates

Civil Engineering Planning Surveying
1700 Park Avenue P.O. Box 1661
Park City, Utah 84060

City Planning Commission

Approved & Accepted by the Park
City Planning Commission this 7
Day of July A.D. 1981

Burnie Whittle
Chairman

Engineers Certificate

Approved & Accepted by the Park
City Engineering Department this 12
Day of April A.D. 1981

John Robison
Park City Engineer

Approval as to Form

Approved as to Form this 8th
Day of May A.D. 1981

Michael B. [Signature]
Park City Attorney

Certificate of Attest

Attest this 5th Day
of May A.D. 1981

M. Rolson
Park City Recorder

Council Approval & Acceptance

Approved & Accepted by the Park City
Council this 30th Day of April A.D. 1981

John C. Spencer
Mayor

No. 179465

Recorded

State of Utah, County of Summit, Recorded
and Filed at the request of:

Park City Municipal Corporation
Date 5-15-81 Time 2:10
Fee 57.50
Wanda Y. Spriggs
Summit County Recorder

CHATHAM LOTS 52 & 53 AMENDED PLAT

LOT 52 AND LOT 53 OF THE CHATHAM CROSSING SUBDIVISION
LYING WITHIN THE WEST HALF OF
SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN

- PLAT NOTES**
1. SEE SAID OFFICIAL CHATHAM CROSSING SUBDIVISION PLAT FOR ANY EASEMENTS, SETBACK REQUIREMENTS, BUILDING ENVELOPES AND BUILDING LOT RESTRICTIONS. ENTRY 179465, RECORDED 05/13/1981.
NOTE: OTHERS MAY APPLY.
 2. SEE RECORD OF SURVEY DATED 06/27/2020.
 3. CITY ORDINANCE _____, APPROVED ON _____ (DATE).
 4. CONDITION OF APPROVAL _____

LEGAL DESCRIPTIONS

CHATHAM CROSSING AMENDED LOT 52

COMMENCING AT THE SOUTHWEST CORNER OF LOT 27 OF CHATHAM CROSSING SUBDIVISION, RECORDED 05/13/1981 AS ENTRY 179465, (BASIS OF BEARINGS BEING SOUTH 28°59'00" EAST A DISTANCE OF 527.87 FEET BETWEEN A 5/8 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "ALPINE SURVEY 359005" FOUND AT THE SOUTHWEST CORNER OF SAID LOT 27 AND A 5/8 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "ALLIANCE ENGINEERING LS 163931" FOUND ON THE SOUTH LINE OF SAID CHATHAM CROSSING SUBDIVISION, SAID LOCATION ALSO BEING A SOUTHWEST CORNER OF THE CANYON CROSSING CONDOMINIUMS PHASE 1, ENTRY 525308, RECORDED 12/16/1998); THENCE, FROM THE SOUTHWEST CORNER OF SAID LOT 27, SOUTH 28°59'00" EAST A DISTANCE OF 502.03 FEET; THENCE, NORTH 69°00'00" WEST A DISTANCE OF 193.07 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 51°57'26" EAST A DISTANCE OF 91.06 FEET; THENCE SOUTH 73°34'45" EAST A DISTANCE OF 126.19 FEET; THENCE SOUTH 60°31'11" WEST A DISTANCE OF 147.43 FEET; THENCE NORTH 51°00'00" WEST A DISTANCE OF 137.06 FEET; THENCE, WITH A NON-TANGENT 347.75 FOOT RADIUS CURVE, TO THE LEFT (CENTER BEARS NORTH 54°20'37" WEST), AN ARC LENGTH OF 88.96 FEET THROUGH A DELTA ANGLE OF 14°39'23" (CHORD BEARS NORTH 28°19'42" EAST A CHORD DISTANCE OF 88.71 FEET) TO THE TRUE POINT OF BEGINNING.

CONTAINS 0.38 ACRES OR 16,572 SQUARE FEET.

A REFERENCE TIE IS THE REMAINS OF A FOUND SECTION CORNER MONUMENT AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, BEING A FOUND SMASHED IRON PIPE IN CONCRETE BASE, (TOP OF SAID PIPE BEING 0.4 FEET BELOW THE GROUND SURFACE AND 1.3 FEET NORTH 76° EAST FROM THE CALCULATED POSITION); THENCE FROM CENTER OF SAID STEEL PIPE, A FIELD MEASURED BEARING OF SOUTH 55°21'55" EAST A DISTANCE OF 2933.71 FEET TO THE SOUTHWEST CORNER OF LOT 27 OF SAID CHATHAM CROSSING SUBDIVISION; CALCULATED NORTHWEST SECTION 10 CORNER TO THE SOUTHWEST CORNER OF SAID LOT 27 IS SOUTH 35°23'19" EAST A DISTANCE OF 2934.18 FEET.

CHATHAM CROSSING AMENDED LOT 53

COMMENCING AT THE SOUTHWEST CORNER OF LOT 27 OF CHATHAM CROSSING SUBDIVISION, RECORDED 05/13/1981 AS ENTRY 179465, (BASIS OF BEARINGS BEING SOUTH 28°59'00" EAST A DISTANCE OF 527.87 FEET BETWEEN A 5/8 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "ALPINE SURVEY 359005" FOUND AT THE SOUTHWEST CORNER OF SAID LOT 27 AND A 5/8 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED "ALLIANCE ENGINEERING LS 163931" FOUND ON THE SOUTH LINE OF SAID CHATHAM CROSSING SUBDIVISION, SAID LOCATION ALSO BEING A SOUTHWEST CORNER OF THE CANYON CROSSING CONDOMINIUMS PHASE 1, ENTRY 525308, RECORDED 12/16/1998); THENCE SOUTH 28°59'00" EAST A DISTANCE OF 527.87 FEET; THENCE NORTH 69°00'00" WEST A DISTANCE OF 193.07 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, ALONG A NON-TANGENT 347.75 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS NORTH 69°00'00" WEST, AN ARC LENGTH OF 303.37 FEET (CHORD BEARS NORTH 03°59'30" WEST A CHORD LENGTH OF 293.84 FEET) THROUGH A CENTRAL ANGLE OF 49°59'00" TO A POINT ON AN EAST LINE OF SAID CHATHAM CROSSING SUBDIVISION, ALSO BEING THE WEST LINE OF PARCEL PCS-120-M, DEED ENTRY 867535, BOOK 1972 PAGE 1115, RECORDED 03/18/2009, ALSO BEING AN EAST LINE OF SAID CHATHAM CROSSING SUBDIVISION; THENCE WITH THE EAST LINE OF SAID CHATHAM CROSSING SUBDIVISION SOUTH 28°59'00" EAST A DISTANCE OF 378.76 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL PCA-120-M; THENCE SOUTH 28°59'00" EAST A DISTANCE OF 35.43 FEET TO THE SOUTHEAST CORNER OF THE ORIGINALLY PLATTED CHATHAM CROSSING LOT 53; THENCE SOUTH 28°59'00" EAST A DISTANCE OF 26.84 FEET TO THE SOUTH LINE OF SAID CHATHAM CROSSING SUBDIVISION; THENCE NORTH 73°34'45" WEST A DISTANCE OF 126.19 FEET; THENCE NORTH 51°57'26" WEST A DISTANCE OF 91.06 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 0.53 ACRES OR 22,990 SQUARE FEET.

A REFERENCE TIE IS THE REMAINS OF A FOUND SECTION CORNER MONUMENT AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, BEING A FOUND SMASHED IRON PIPE IN CONCRETE BASE, (TOP OF SAID PIPE BEING 0.4 FEET BELOW THE GROUND SURFACE AND 1.3 FEET NORTH 76° EAST FROM THE CALCULATED POSITION); THENCE FROM CENTER OF SAID STEEL PIPE, A FIELD MEASURED BEARING OF SOUTH 35°21'55" EAST A DISTANCE OF 2933.71 FEET TO THE SOUTHWEST CORNER OF LOT 27 OF SAID CHATHAM CROSSING SUBDIVISION; CALCULATED NORTHWEST SECTION 10 CORNER TO THE SOUTHWEST CORNER OF SAID LOT 27 IS SOUTH 35°23'19" EAST A DISTANCE OF 2934.18 FEET.

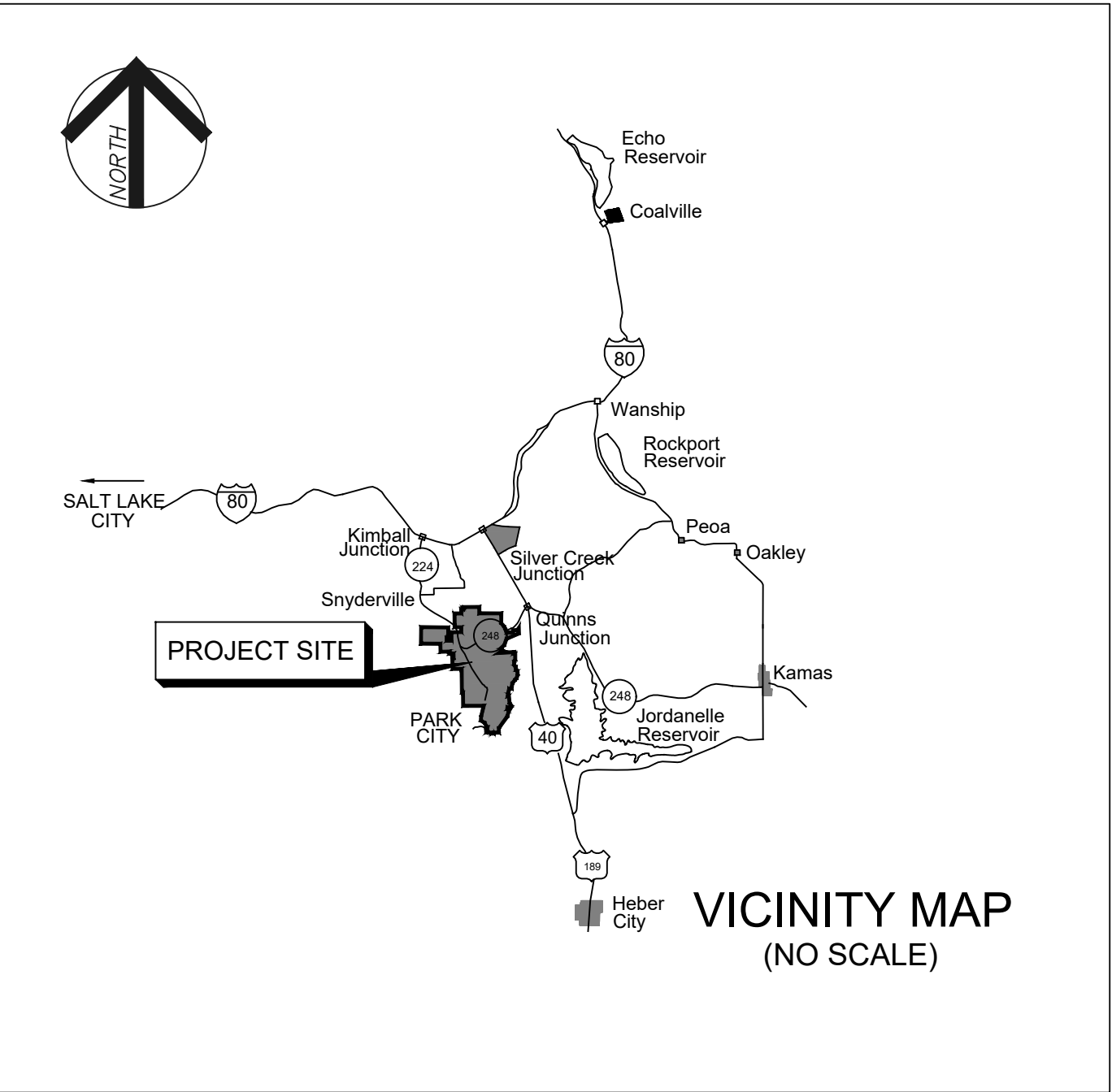
THIS PLAT AMENDMENT CONTAINS 2 LOTS.

**SUBMISSION TO PARK CITY
PLANNING: NOT FOR RECORDATION**

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 8910903, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THIS PLAT WAS PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF PARK CITY MUNICIPAL CORPORATION. I FURTHER CERTIFY THAT THE PROPERTY BOUNDARIES AS SHOWN ARE CORRECT.

MARTINA NELSON
P.L.S. 8910903



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, GRAHAM BAKER AND JANET BAKER, THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, TO BE KNOWN HEREAFTER AS THE CHATHAM CROSSING AMENDED LOTS 52-53 SUBDIVISION, DO HEREBY CERTIFY THAT I HAVE CAUSED THIS PLAT TO BE PREPARED, AND DOES HEREBY CONSENT TO THE RECORDATION OF THIS PLAT.

ALSO, THE OWNER OR ITS REPRESENTATIVE, HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF PARK CITY ALL THE EASEMENTS SHOWN ON THIS PLAT AMENDMENT IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET OUR HAND THIS ____ DAY OF _____, 2021.

GRAHAM BAKER

JANET BAKER

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

ON THIS ____ DAY OF _____, 2021, GRAHAM BAKER AND JANET BAKER, PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE), AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT THEY ARE THE LANDOWNERS, AND THAT SAID DOCUMENT WAS SIGNED BY THEM AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THIS "CHATHAM CROSSING AMENDED LOTS 52-53 SUBDIVISION" PLAT.

SIGNATURE _____

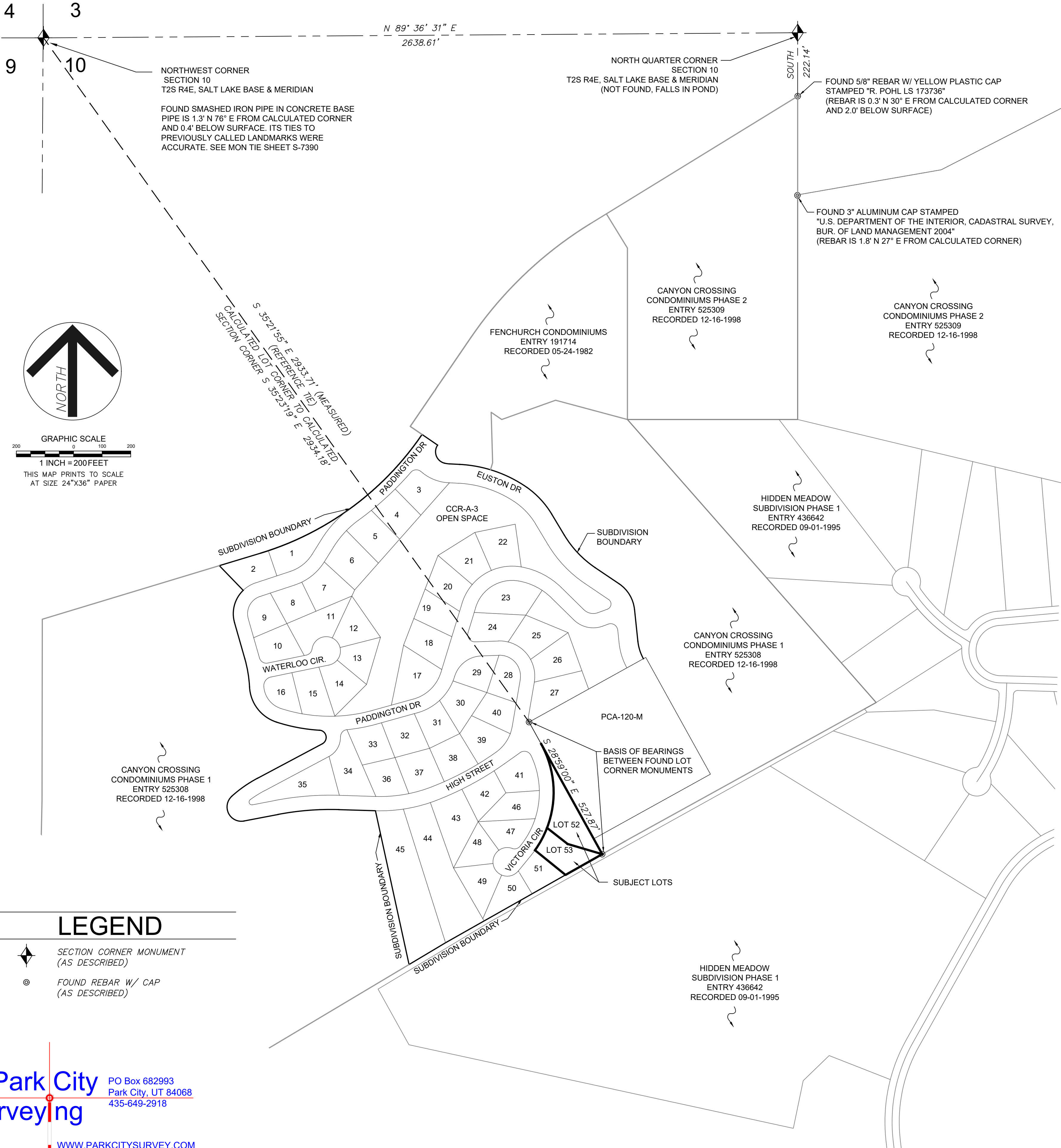
A NOTARY PUBLIC COMMISSIONED IN _____

PRINTED NAME _____

RESIDING IN _____

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER _____



LEGEND

- SECTION CORNER MONUMENT (AS DESCRIBED)
- FOUND REBAR W/ CAP (AS DESCRIBED)

Park City Surveying
PO Box 682993
Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEY.COM

PUBLIC SAFETY ANSWERING POINT APPROVAL

APPROVED THIS ____ DAY OF _____, 2021.

BY: JEFF WARD, GIS DIRECTOR
SUMMIT COUNTY GIS COORDINATOR

COUNCIL APPROVAL & ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 2021.

MAYOR

PARK CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS ____ DAY OF _____, 2021.

CHAIRMAN

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF _____, 2021

PARK CITY RECORDER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF _____, 2021.

S.B.W.R.D.

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 2021.

PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ____ DAY OF _____, 2021.

PARK CITY ATTORNEY

RECORDED

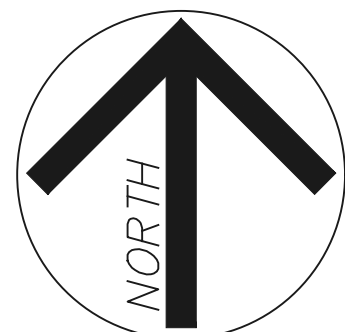
ENTRY NUMBER: _____
BOOK _____ PAGE: _____
STATE OF UTAH, COUNTY OF _____
DATE: _____ TIME: _____
FEE PAID: _____
RECORDED AND FILED AT THE REQUEST OF: _____

COUNTY RECORDER:

SHEET 1 OF 3
01/15/2021

CHATHAM LOTS 52 & 53 AMENDED PLAT

LOT 52 AND LOT 53 OF THE CHATHAM CROSSING SUBDIVISION
LYING WITHIN THE WEST HALF OF
SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
PARK CITY, UTAH



GRAPHIC SCALE
50 0 25 50
1 INCH = 50 FEET
THIS MAP PRINTS TO SCALE
AT SIZE 24"x36" PAPER

LEGEND

- ⊙ FOUND REBAR W/ CAP (AS DESCRIBED)
- SET COPPER RIVET IN CURB ON EXTENDED LOT LINE

BOUNDARY/FOUND LOT CORNER DETAILS

- (A) FOUND 5/8" REBAR W/ YELLOW PLASTIC CAP STAMPED: "R.POHL LS 173736"
- (B) FOUND 5/8" REBAR W/ YELLOW PLASTIC CAP STAMPED: "R.POHL LS 173736"
- (C) FOUND 5/8" REBAR
- (D) FOUND & ACCEPTED 5/8" REBAR W/ PLASTIC CAP STAMPED: "ALPINE 359005"
- (E) FOUND & ACCEPTED 5/8" REBAR W/ PLASTIC CAP STAMPED: "ALPINE 359005"
- (F) FOUND 5/8" REBAR W/ YELLOW PLASTIC CAP STAMPED: "C.PENTES PLS 6449348"
- (G) FOUND 5/8" REBAR W/ ORANGE PLASTIC CAP STAMPED: "C.BRAUN PLS 5152604"
- (H) NOTHING FOUND NOR SET. CALCULATED CORENR FALLS IN THE TOP EDGE OF A STACKED ROCK WALL. ROCKS ON WALL ARE HEAVY, BUT MIGHT BE MOVABLE, SO NO LOT CORNER WAS SET.
- (I) NOTHING FOUND NOR SET, DUE TO PROXIMITY OF UNDERGROUND UTILITIES.

NARRATIVE:

THE PURPOSE OF THIS SHEET IS TO SHOW LOT CORNER MONUMENTATION INFO AND TO SHOW SETBACK AND ZONING INFORMATION.

ALL LOTS ARE SUBJECT TO A 10' (TEN) WIDE NON-EXCLUSIVE UTILITIES & DRAINAGE EASEMENT ALONG SIDE AND REAR LOT LINES, AND A 5' (FIVE) WIDE NON-EXCLUSIVE UTILITIES EASEMENT ALONG FRONT LOT LINES (SEE PLAT OF RECORD).
NOTE - THE SIDE LOT LINES HAVE A 10' WIDE EASEMENT IN TOTAL, 5' ON EITHER SIDE OF THE LOT LINE.

SEE SAID OFFICIAL CHATHAM CROSSING SUBDIVISION PLAT FOR ANY EASEMENTS, SETBACK REQUIREMENTS, BUILDING ENVELOPES AND BUILDING LOT RESTRICTIONS.
NOTE: OTHERS MAY APPLY.

ZONING FOR THIS LOT IS RESIDENTIAL DEVELOPMENT (RD), PER PARK CITY ARCGIS ZONING MAP ACCESSED ON 06/03/2020.

HTTPS://PARKCITY.MAPS.ARCGIS.COM/HOME/WEBMAP/VIEWER.HTML?WEBMAP=AA328E9CFDFB4CBE8B8EA542ADD9A03

SEE PARK CITY MUNICIPAL CODE TITLE 15 - CHAPTER 2.13 RESIDENTIAL DEVELOPMENT (RD) DISTRICT FOR MORE INFORMATION.

SETBACK LINES ARE PER PARK CITY MUNICIPAL CODE FOR THIS RD ZONE.
FRONT YARD SETBACK: TWENTY FEET (20'). NEW FRONT FACING GARAGES FOR SINGLE-FAMILY AND DUPLEX DWELLINGS MUST BE AT LEAST TWENTY-FIVE FEET (25') FROM THE FRONT LOT LINE.

SIDE YARD SETBACK: TWELVE FEET (12')

REAR YARD SETBACK: FIFTEEN FEET (15') FOR MAIN BUILDINGS AND TEN FEET (10') FOR ACCESSORY BUILDINGS AND DETACHED GARAGES.

SHEET 2 OF 3
01/15/2021

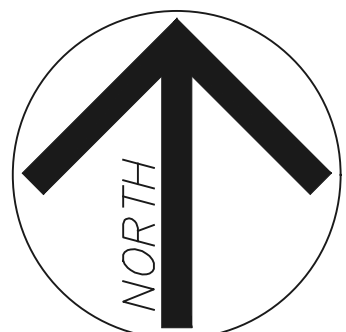
RECORDED

ENTRY NUMBER: _____
BOOK _____ PAGE: _____
STATE OF UTAH, COUNTY OF _____
DATE: _____ TIME: _____
FEE PAID: _____
RECORDED AND FILED AT THE REQUEST OF: _____

SUBMISSION TO PARK CITY
PLANNING: NOT FOR RECORDATION

LOT 52 AND LOT 53 OF THE CHATHAM CROSSING SUBDIVISION
LYING WITHIN THE WEST HALF OF
SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
PARK CITY, UTAH

SUBMISSION TO PARK CITY
PLANNING: NOT FOR RECORDATION



GRAPHIC SCALE
0 10
1 INCH = 20 FEET
THIS MAP PRINTS TO SCALE
AT SIZE 24"X36" PAPER

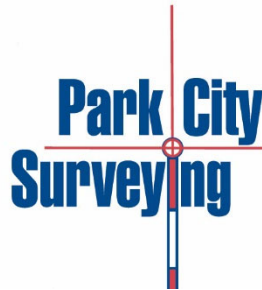
NARRATIVE:

THE PURPOSE OF THIS SHEET IS TO SHOW THE CONFIGURATIONS OF THE EASEMENTS AND THE BUILDING SETBACK LINES.

SHEET 3 OF 3
01/15/2021

RECORDED

ENTRY NUMBER: _____
BOOK _____ PAGE: _____
STATE OF UTAH, COUNTY OF _____
DATE: _____ TIME: _____
FEE PAID: _____
RECORDED AND FILED AT THE REQUEST OF _____



P.O. Box 682993
Park City, UT 84068
(435)649-2918
(435)649-4637 fax

01/13/2021

Attention: Park City Planning Department

Re: Plat Amendment changing the lot boundary line common to Lots 52 & 53

Plat Amendment Application

Chatham Crossing Lots 52 & 53

Lot 52: 5 Victoria Circle, Park City, Utah

Parcel ID: CCR-52

Lot 53: 3 Victoria Circle, Park City, Utah

Parcel ID: CCR-53

Introductory letter

This Plat Application requests modification of the lot boundary line common to Chatham Crossing Lot 52 and 53. Only this common lot boundary will change. The outer boundaries of Lot 52 & 53 shall remain the same. The front lot line location of Lots 52-53 at the platted Right-of-Way will not change. The purpose of this Plat Amendment is to preserve 8 (eight) mature landscaping trees on Lot 52.

- This Plat Amendment will not materially injure the subject lots, nor any of the adjacent lots in the neighborhood.
- The Chatham Crossing HOA Board has approved this Plat Amendment configuration.
- The Plat Amendment will allow depiction of the easements along the lot lines as adjusted.
- No increase in density will result.

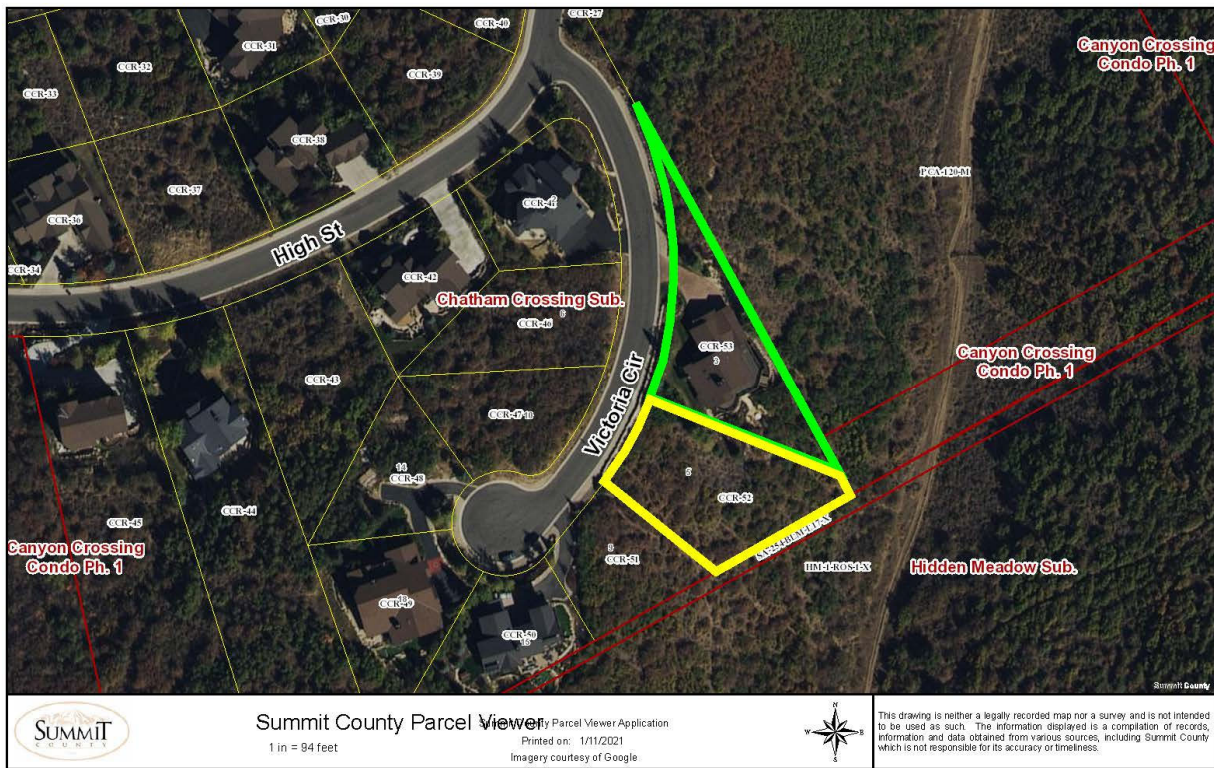
The applicant seeks approval through the City so this Lot Line modification can be codified and recorded as a Plat Amendment at the Summit County Recorder's office.

Respectfully,

Martina Nelson, P.L.S 8910903 (Utah)

Park City Surveying (Owner)

martina@pcsurveying.com



Trees are over
the lot line in
this area

(yellow arrow)

FACTS

Chatham Crossing Subdivision was recorded 05/13/1981 as Entry number 179465. This is a very old, hand-drafted plat. The original surveyor was James West.

The two lots (52 & 53) are owned by the same persons, Graham Baker & Janet Baker.

Lot 52 is address 5 Victoria Circle, Park City, Utah
Parcel ID: CCR-52

Lot 53 is address 3 Victoria Circle, Park City, Utah
Parcel ID: CCR-53

These two parcels lie within the Park City Residential Develop (RD) zone.

These parcels lie outside of the Park City Soil Ordinance Zone.

These parcels lie outside the Mine Hazard Mitigation Area.

These parcels lie within FEMA Zone X, an area of minimal flood hazard. Panel 49043C0936C, effective date 03/16/2006.

The current landowner of both lots are Graham Baker and Janet Baker, Trustees of the Baker Legacy Trust, dated November 21, 2019.

The house on Lot 53 was built in 2005.

The Bakers purchased Chatham Crossing Lot 53 from David L. Rhoades, per Deed Entry 771178, recorded 03/10/2006.

The Bakers purchased Chatham Crossing Lot 52 from James Michael Kime and Janet Kime husband and wife, as joint tenants, per Deed Entry 842729, recorded 04/22/2008.

Some landscaping trees were planted on and around the property, after the house was built in 2005 but before 2009.

After some years, it became apparent to the Bakers that some of the trees may be on Lot 52, even though they were intended to be planted on Lot 53.

In 2019, the Bakers contracted with Park City Surveying for a Boundary Survey & Existing Conditions map to determine the exact location of the improvements on Lot 53.

The PCS survey showed that the center of the trunks of 8 (eight) mature planted landscaping trees were in fact on Lot 52.

The Bakers contracted with Park City Surveying to prepare a Plat Amendment to adjust the boundary line common to Chatham Crossing Subdivision Lot 52 and Lot 53, to preserve the trees on the existing Lot 52.

The Chatham Crossing CCRs were updated and recorded as Entry 131159, Book 2567 Page 719, recorded 04/24/2020.

The Chatham Crossing Architectural Design Guidelines were updated and recorded as Entry 1131160, Book 2567 Page 769, on 04/24/2020

- Page 14 of 61 specifies that no lot shall be increased by more than 10% of its originally platted lot size (area).

Since this Plat Amendment asks for more than a 10% modification, the applicants approached the Chatham Crossing HOA board to ask for approval for a variance of the 10% rule.

The Chatham Crossing HOA Board was provided with various versions of a Plat Amendment, changing the lot 52 & 53 acreages, and the HOA Board approved the specific configuration with a 19.31% change on 12/20/2020.

The Chatham HOA board communicated via email. Due to the COVID 2019 Pandemic, the Board Members were in various parts of the United States and so could not meet in person. They approved the Option 10 modification, which increases the size of Lot 53 by 19.31%. See documentation in enclosed attachments.

The point at the common lot 52 & 53 at the road right-of-way will not change position, preserving that location & the associated frontage distance at the right-of-way for both Lot 52 and Lot 53.

This decrease in the Lot 52 area will still make it the 18th largest of the 53 lots within Chatham Crossing Subdivision.

GOOD CAUSE

The good cause arguments for this Plat Amendment Application are:

1. The Lot line modification will not materially injure the lot 52 or 53 landowners, nor any of the adjacent lot owners in Chatham Crossing Subdivision.
2. The modification will not materially injure any of the adjacent property owners south of and adjacent to the Chatham Crossing Subdivisions, specifically parcels HM-1-ROS-1-X and SA-254-BLM-L17-X
3. This lot line amendment will preserve 8 (eight) mature landscaping trees.
4. This lot line amendment will not prevent any new landowner of Chatham Crossing Lot 52 from building a house comparable in size and scale to the rest of the neighborhood.
5. The language in the Chatham Crossing Design Guidelines gives latitude for the HOA Board to approve a variance to the Design guidelines, within reason.

“Variances. The Board, in its discretion and in extenuating circumstances, may grant variances from the Terms and Conditions set forth in [the] Declaration if the Board determines, in its discretion: (a) either that the Term and Condition would create an unreasonable hardship or burden on an Owner or Occupant, or that a change of circumstances since the recordation of this Declaration has rendered such Term and Condition obsolete and unreasonable to enforce; and (b) that the activity permitted under the variance will not have any negative financial affect [sic] or any other materially adverse effect on the Owners or Occupants of the Project and is consistent with the Community-Wide Standards.”

6. No increase in density will result.

ENCLOSED SUPPORTING DOCUMENTS/EXHIBITS

1. Plat Amendment Map for Crossing Lots 52-53
2. Record of Survey & Existing Conditions Map for Chatham Crossing Lots 52-53
3. Plat Amendment Map for Crossing Lots 52-53
4. GIS map (Summit County Parcel Viewer)
5. Park City Zoning map (RD zone)
6. FEMA Flood panel 49043C0936C, effective date March 16, 2006
7. FEMA FIRMette, dated 06/03/2020
8. Letter from HOA Board explaining rationale for approving Option 10 configuration
9. Email from Board members re 52-53 Variance percentage approval
10. CCRs (Entry 1131159)
11. Architectural Guidelines (Entry 1131160)
12. Title Report 28780, effective date January 05, 2021 at 8:00 a.m. (Coalition Title)
13. Tax Account info for Lots 52 & 53
14. Deeds of record for Lots 52 & 53
15. Chatham Crossing Plat

Baker Lot Line Adjustment Request

Lot line adjustments are described in Section 2(A)(3) of our Design Guidelines, which states:

“3. Lot Line Adjustments

Subject to the limitations set forth in this section, and subject to approval by the City, any Owner may adjust a lot line between two (2) adjoining Lots within Chatham Hills subject to the resulting Lot size not increasing or decreasing by more than 10%. The associated maximum allowed building size may increase or decrease proportionately to the new Lot size (see Description of the Maximum Allowed Building Size per Lot (Exhibit B))”

The Bakers have submitted a request to the Design Review Committee (DRC) to adjust the lot line between their two lots. They have stated a preference for Options 10 and 9 (in that order), but the DRC has rejected those Options because they do not meet the 10% limit of our Design Guidelines. The DRC has approved Option 13 which does meet the 10% limit.

The Design Guidelines include provisions for an Appeal Process from a decision of the DRC. However, by its terms, that Appeal Process is limited to situations in which the applicant contends that the rejected proposal *does* meet the Design Guidelines. Specifically, Section H, the Appeal Process section of our Design Guidelines, states:

“When the DRC rejects ... a proposed project, the applicant may choose to appeal the decision. This appeal **MUST** use the following procedure:
...3. Submit a written narrative stating the reasons for appealing the DRC’s decision citing specifically those Design Guidelines the DRC determined were not met, supported by a full explanation as why the applicant contends otherwise” [emphasis added].

The Bakers do not contend that their preferred Options 10 and 9 meet the Design Guidelines. Thus, they are not appealing the DRC decision. Instead, they are requesting a Variance from the Design Guidelines.

Variances from the Design Guidelines are initially discussed in Section 12.11 of our CCRs, which states:

“Variances. Variances to the Design Guidelines may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner and when, in the reasonable opinion of the Design Review Committee, the variance requested would not be consistent [sic] with the overall intent of the Design Guidelines or deleterious to any other Owner. The Design Review Committee shall keep a written record of the variance and shall document the reasons supporting the Design Review Committee’s decision.” (This section of our CCRs has an obvious typo; the word “consistent” should be the word “inconsistent.”)

As stated in Section 12.11, a Variance to the Design Guidelines may be granted if certain stated conditions are met. One condition is that “strict application would create an unforeseen or unreasonable hardship to the Owner” (the term “unforeseen or unreasonable hardship” is not further

defined). I have previously stated my view that Owners should be permitted to make use of their property in any proper manner they see fit, so long as they do not affect the rights or abilities of others to do likewise. I submit here that to deprive an Owner of such permission would create an unreasonable hardship to the owner. A second condition is that “in the reasonable opinion of the Design Review Committee, the variance requested would not be consistent [sic] with the overall intent of the Design Guidelines or deleterious to any other Owner.” I take Bo’s statements in his prior emails to the Board to communicate his “reasonable opinion” that “the variance requested would not be [in]consistent with the overall intent of the Design Guidelines or deleterious to any other Owner.” I agree with Bo’s assessment in this regard.

Interestingly, as further stated in Section 12.11, “The Design Review Committee shall keep a written record of the variance and shall document the reasons supporting *the Design Review Committee’s decision*.” This passage, standing alone, could be interpreted to mean that the DRC has the authority to make a “decision” to grant a variance. However, this passage does not stand alone.

Variances are also discussed in Section 20.7 of our CCRs, which states:

“Variances. The Board, in its discretion and in extenuating circumstances, may grant variances from the Terms and Conditions set forth in [the] Declaration if the Board determines, in its discretion: (a) either that the Term and Condition would create an unreasonable hardship or burden on an Owner or Occupant, or that a change of circumstances since the recordation of this Declaration has rendered such Term and Condition obsolete and unreasonable to enforce; and (b) that the activity permitted under the variance will not have any negative financial affect [sic] or any other materially adverse effect on the Owners or Occupants of the Project and is consistent with the Community-Wide Standards. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by every member of the then existing Board.”

Section 20.7 expressly vests the Board with the discretionary authority to grant a variance from “the Terms and Conditions set forth in [the] Declaration.” Section 1.29 defines “Terms and Conditions” as “any one or more or all of the terms, covenants, rights, obligations, and restrictions set forth in the Governing Documents.” Section 1.17 defines “Governing Documents” to include any documents binding on all Owners; the Design Guidelines are binding on all Owners.

Thus, the Board has the discretionary authority to grant a variance from the Design Guidelines. Further, since this authority is expressly granted to the Board but not expressly granted to the DRC, and since the DRC is a sub-committee of the Board anyway, my interpretation of our CCRs, reading them as a whole, is that the DRC does not have this authority. I further believe that the Board’s discretionary authority under Section 20.7 allows the Board to read the “typo” in Section 12.11 as it was intended to be drafted, i.e., reading the word “consistent” as the word “inconsistent;” the Board may also allow its sub-committee, the DRC, to do so.

Under Section 20.7, the Board may grant a variance only under certain stated conditions. One condition is that there must be “extenuating circumstances” (not further defined). I submit that to deny an owner permission to make use of their property in any proper manner they see fit, so long as they do not affect the rights or abilities of others to do likewise, creates “extenuating circumstances.” A second condition is that the board must determine in its discretion either that the Design Guideline would create an “unreasonable hardship or burden” on an Owner (not further defined,

but discussed earlier) or that there has been a change of circumstances since the recording of our CCRs (not applicable). A third condition is that the activity permitted under the variance will not have any negative financial affect [sic] or any other materially adverse effect on the Owners or Occupants of the Project and is consistent with the “Community-Wide Standards” (not further defined). Our prior email exchange has discussed this condition and the lack of any impact of the Bakers’ preferred Option 10 on any other Owner.

Section 20.7 further states that a variance shall have no effect whatsoever unless reduced to writing and signed by every member of the then-existing Board. At first impression, this passage suggests that the Board must unanimously approve the granting of any variance, even though it does not expressly say so. On the other hand, if fewer than all Board members were to vote in favor of a variance, but the opposing member or members were still willing to sign off on the variance after it was reduced to writing, then a unanimous vote might not literally be required; as a practical matter, the opposing member or members could effectively veto the variance by withholding signature, so perhaps this is a requirement of unanimity after all. In the case of the Bakers’ request, if we have unanimous agreement to grant a variance, then this part of the discussion is academic, at least for now. Still, Section 20.7 does not omit recused Board members from this signature requirement, so by the terms of our CCRs, all Board members, including recused Board member Graham Baker, would be required to sign off on the variance.

Section 3.3 of our CCRs allows the Board to take actions without a formal meeting, and subsections 3.3(g)(i) and (ii) allow the Board to act on matters requiring writing and signing via email. Thus, in light of our prior email exchange indicating unanimous approval of Option 10, I will draft and circulate an email with directions on how to effectuate our formal approval of the requested variance.

Finally, Section 1.15 of our CCRs defines “Design Guidelines” as “the architectural and design requirements adopted by the Association for the Project, which, from time to time, may be amended by the Board as Rules.” To the extent that the Board needs to amend the Maximum Allowed Building Size Per Lot in our Design Guidelines (Exhibit B), our CCRs grant the Board the power to do so by Rule.



02-05-2021

Attention: Park City Planning Department

Re: Plat Amendment changing the lot boundary line common to Lots 52 & 53

Plat Amendment Application

Chatham Crossing Lots 52 & 53

Lot 52: 5 Victoria Circle, Park City, Utah

Parcel ID: CCR-52

Lot 53: 3 Victoria Circle, Park City, Utah

Parcel ID: CCR-53

HOA Board approval documentation

This letter documents the actions of the Chatham Crossing HOA Board approval for the Plat Amendment modifying Lots 52 & 53 areas.

Approval was provided by email, as is allowed. The **TIMELINE** for all the activity was as follows:

September 29th, 2020 - Request from Owner to HOA Architectural Committee

November 16th, 2020 - Architectural Committee forwarded the request to the full HOA Board

November 18th, 2020 - HOA Vice President and lawyer forwards information analysis to the full board and starts to deal with questions. This took 2 weeks due to Thanksgiving.

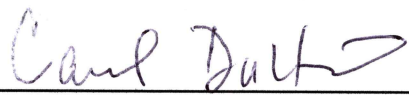
December 3rd, 2020 - Electronic approvals of HOA Board (note Board members were in UT, FL, and CA at that time).

December 4th, 2020 - Graham Baker informed of the HOA Board decision and was then asked for his formal approval.

December 6th, 2020 - Graham Baker added his approval (after being recused from prior discussions), thereby providing 100% HOA Board approval, no dissenters.

Member	Title	Voted Yes	Voted No
Carol Dalton	Board President	X	
Rodney VanAusdal	Vice President	X	
Ann Sadr	Secretary	X	
Frank Pugliese	Member at Large	X	
Graham Baker*	Treasurer	X	

*Was recused from discussions, but was required to vote, as a member of the HOA board rules stipulate.


 Signature _____ Date 11 Feb 2021
 By: Carol Dalton
 President of Chatham Crossing Subdivision HOA Board

See attached PDF for HOA board member contact info.

CHATHAM CROSSING HOA BOARD								
<u>Name</u>	<u>Title (President, Secretary etc.)</u>	<u>Email</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Phone</u>	<u>Alternate</u>
Carol Dalton	President	carollambdalton@gmail.com	9 Waterloo Circle,	Park City	UT	84060	435-640-4004	
Rodney VanAusdal	Vice President	REVANAHA@AOL.COM	2048 Paddington Drive	Park City	UT	84060	312-543-1898	
Ann Sadr	Secretary	aesadr@yahoo.com	2024 Paddington Drive	Park City	UT	84060	610-360-9838	
Frank Pugliese	Member At Large	FRANKT.PUGLIESE@GMAIL.COM	2034 High Street	Park City	UT	84060	954-675-4447	
Graham Baker	Treasurer	grahambaker100@gmail.com	3 Victoria Circle	Park City	UT	84060	281-794-1036	
(Recused from discussions but required to vote)								
Bo Pitkin	Architectural Committee Chair	bopitkin@hotmail.com	13 Victoria Circle	Park City	UT	84060	435-901-8026	
(Architechural Committee but not on Board)								

Planning Commission Agenda Item Report

Meeting Date: May 12, 2021

Submitted by: Alexandra Ananth

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

147 Grant Avenue – Plat Amendment – Request to Remove Remnant Lot Lines. PL 21-04774.

(A) Public Hearing; (B) Possible Recommendation for City Council's Consideration on May 27, 2021.

Suggested Action:

Attachments:

[147 Grant Ave Plat Amendment Staff Report](#)

[Exhibit A: Draft Ordinance](#)

[Exhibit B: Survey of Existing Conditions](#)

[Exhibit C: Proposed Plat](#)

[Exhibit D: Letter of Intent](#)



Planning Commission Staff Report

Subject: 147 Grant Avenue Plat Amendment
Project #: PL-21-04774
Author: Alexandra Ananth, Sr. Planner
Date: May 12, 2021
Type of Item: Administrative – Plat Amendment

Summary Recommendation

Staff recommends the Planning Commission 1) review the requested Plat Amendment, 2) conduct a public hearing, and 3) consider forwarding a positive recommendation for City Council's consideration on May 27, 2021.

Description

Applicant: Kathleen and Jamie Thomas
Location: 147 Grant Avenue
Zoning: Historic Residential (HR2B)
Adjacent Land Uses: Residential
Reasons for Review: Plat Amendments require Planning Commission review and recommendation and City Council review and action

Executive Summary

147 Grant Avenue is a sloped lot located off Swede Alley and is vacant of any structures. The applicant is proposing to remove remnant interior lot lines creating a new lot of record to be known as Lot 1, 200 Grant Avenue, PC-587, and containing 3,634 square feet. The proposed Plat Amendment does not affect the lot boundaries or lot size of the Parcel, and the Parcel will continue to be compliant with the HR2 Lot and Site Requirements.

Background

147 Grant Avenue is also known as Parcel # PC-587 and is in the Historic Residential 2B (HR2B) District. The lot includes a portion of Lots 21, 22, 23 and 24 of Block 72 of the Millsite Reservation.

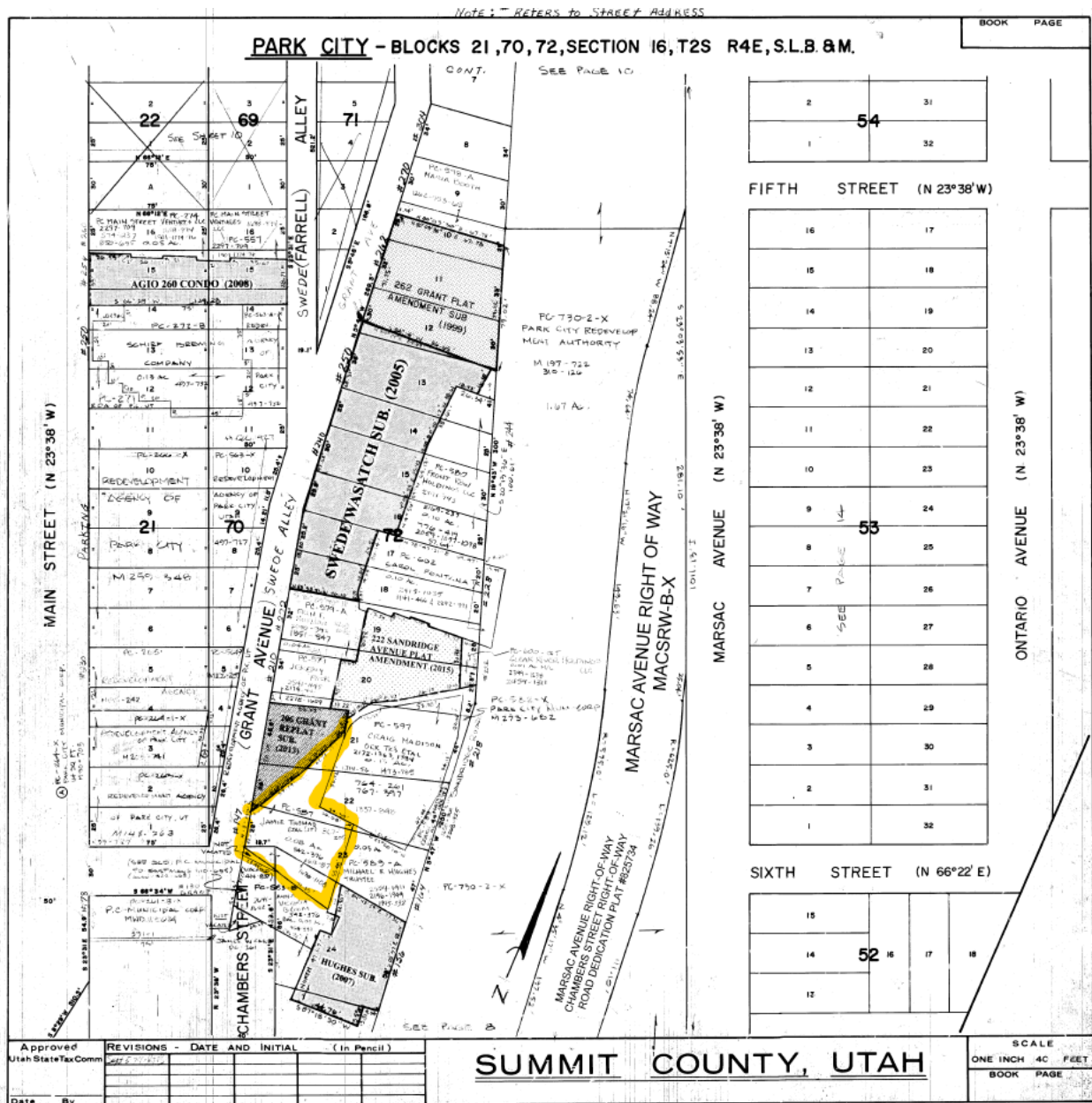


Figure 1: Original Plat Map showing site.

The purpose of the HR-2 District is to:

- A. allow for adaptive reuse of Historic Buildings and/or Structures by allowing commercial and office Uses in Historic Buildings and/or Structures in the following Areas:
 1. Upper Main Street;
 2. Upper Swede Alley; and
 3. Grant Avenue;
- B. encourage and provide incentives for the preservation and renovation of Historic Buildings and/or Structures;
- C. establish a transition in Use and scale between the HCB, HR-1, and HR-2 Districts, by allowing Master Planned Developments in the HR-2, Subzone A;

- D. encourage the preservation of Historic Buildings and/or Structures and construction of historically Compatible additions and new construction that contributes to the unique character of the Historic District;
 - E. define Development parameters that are consistent with the General Plan policies for the Historic core that result in Development that is Compatible with Historic Buildings and/or Structures and the Historic character of surrounding residential neighborhoods and consistent with the Design Guidelines for Historic Districts and Historic Sites and the HR-1 regulations for Lot size, coverage, and Building Height;
 - F. provide opportunities for small scale, pedestrian oriented, incubator retail space in Historic Buildings and/or Structures on Upper Main Street, Swede Alley, and Grant Avenue;
 - G. ensure improved livability of residential areas around the historic commercial core;
 - H. encourage and promote Development that supports and completes upper Park Avenue as a pedestrian friendly residential street in Use, scale, character and design that is Compatible with the Historic character of the surrounding residential neighborhood;
 - I. encourage residential development that provides a range of housing opportunities consistent with the community's housing, transportation, and historic preservation objectives;
 - J. minimize visual impacts of the automobile and parking by encouraging alternative parking solutions; and
 - K. minimize impacts of Commercial Uses on surrounding residential neighborhood.
- A. **Sub Zone B** consists of Lots in the HR-2 District that are located in the following Areas:
- 1. East of Main Street, including Properties fronting on Main Street, Swede Alley, and **Grant Avenue**; and
 - 2. West of Main Street within Block 13 and fronting on Main Street.
- B. The following special requirements apply only to those **Commercial Uses** as listed in Section 15-2.3-2 for Sub Zone B:
- 1. These Commercial Uses are **allowed as a Conditional Use permit** review requirements in Section 15-1-10.
 - 2. New additions and alterations to Historic Buildings and/or Structures must not destroy the Architectural Detail of the Structure. The new work must be Compatible with the massing, size, scale, and architectural features to protect the Historic integrity of the Property and its environment. New additions shall be subordinate to the existing Structure.
 - 3. Adaptive reuse of residential Historic Buildings and/or Structures for commercial Uses may impose only minimal changes to the defining Architectural Detail.
 - 4. **New Construction must be residential in character and comply with the Design Guidelines for Historic Districts and Historic Sites for residential construction and all Lot and Site requirements of Section 15-2.3-4.**

5. **Parking must be provided on-Site in accordance with this Code or Off-Site by paying the HCB “in lieu fee” multiplied by the parking obligation.**
6. The Historic Building and/or Structure shall be restored or rehabilitated according to the requirements of Chapter 15-11 as a condition precedent to approval of the Conditional Use permit.
7. Any adjoining Historic Buildings and/or Structures, under common ownership or control must be considered a part of the Property for review purposes of the Conditional Use permit.
8. The Property Owner must donate a Preservation Easement to the City for the Historic Building and/or Structure as a condition precedent to approval of the Conditional Use permit.

This lot is adjacent to the Swede Avenue Staircase, which runs diagonal from Swede Alley along the side of the hill up to Sandridge Avenue. This staircase provides connectivity from the Sandridge parking lot and residential area of Marsac, Ontario, McHenry, etc. to Main Street.

Analysis

The applicant is proposing to remove remnant interior lot lines. This does not affect the lot boundaries or lot size of the parcel and the lot will meet the Lot and Site Requirements. The Minimum Lot Area is 1,875 for a Single-Family Dwelling. The Lot Area is 3,634 square feet, which is not sufficient for a Duplex Dwelling. Commercial Uses require a Conditional Use permit (CUP).

The Lot Size is compatible with surrounding lots and is subject to the following Lot and Site Requirements:

Zone Allowance:	HR2B Requirements	Existing
Min. Lot Size	1,875 sf.	3,634 sf. Complies
Min. Lot Width	25 ft. measured 25 ft. back from the Front Lot Line	Complies
Max. Allowed Building Footprint	1,481 SF	Must Comply
Min. Front/Rear Setback	10 ft./20 ft. total	Must Comply
Min. Side Setbacks	3 ft.	Must Comply
Building Height	27 ft.	Must Comply
Architectural Review	HDDR Required	Must Comply

As noted above, the lot meets all minimum requirements for a Single-Family Dwelling and is considered a buildable lot. The lot is in the Historic District and a Historic District Design Review (HDDR) will be required prior to building permit.

A Steep Slope Administrative CUP will also be required prior to development.

Good Cause

The proposed Plat Amendment has been reviewed in accordance with LMC § 15-7.

Staff finds Good Cause for this Plat Amendment as the Amendment removes remnant interior lot lines and will remain compliant with the Lot and Site Requirements.

No Public Streets, Right-of-Way or easement is being vacated or amended.

Department Review

The Development Review Committee reviewed this application on May 4, 2021. No issues were raised.

Notice

On April 30, 2021, the property was posted, and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record and on the Utah Public Notice website on April 28, 2021.

Public Input

Staff did not receive any public input prior to the publication of this Staff Report.

Alternatives

- Planning Commission may forward a positive recommendation to City Council for the Plat Amendment, as conditioned or amended, or
- Planning Commission may forward a negative recommendation to City Council for the Plat Amendment, and direct staff to make Findings for this decision, or
- Planning Commission may continue the item to a date certain.

Exhibits

Exhibit A - Draft Ordinance

Exhibit B – Record of Survey

Exhibit C – Proposed 147 Grant Plat

Exhibit D – Applicant's Letter of Intent

Ordinance No. 2021-XX

AN ORDINANCE APPROVING THE LOT 1, THOMAS REPLAT, LOCATED AT 200 GRANT AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as Lot 1, Thomas Replat, located at 200 Grant Avenue, petitioned the City Council for approval of the Lot 1, Thomas Replat; and

WHEREAS, on April 30, 2021, the property was properly posted, and legal notice was sent to all affected property owners; and

WHEREAS, on April 28, 2021, proper legal notice was published in the Park Record and on the Utah Public Notice website according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission, on May 12, 2021, held a public hearing and forwarded a positive recommendation to the City Council; and,

WHEREAS, the City Council on May 27, 2021, held a public hearing and took final action on the Plat Amendment; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Lot 1, Thomas Replat.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Lot 1, Thomas Replat, as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is in the HR2B District and consists of a 3,634 square foot vacant lot.
2. The applicant is removing remnant interior lot lines and creating a new lot to be known as Lot 1, 200 Grant Avenue, PC-587.
3. The Plat Amendment does not affect the lot boundaries or lot size of the Parcel, and the Parcel will continue to be compliant with the HR2B Lot and Site Requirements.
4. The Minimum Lot Area is 1,875 for a Single-Family Dwelling. The Lot Area is not sufficient for a Duplex Dwelling. Commercial Uses require a Conditional Use permit (CUP).
5. The Lot Size is compatible with surrounding lots.
6. The lot is in the Historic District and a Historic District Design Review (HDDR) will be required prior to building permit.
7. Staff finds Good Cause for this Plat Amendment as the Amendment removes remnant interior lot lines and will remain compliant with the Lot and Site Requirements.
8. No Public Streets, Right-of-Way or easement is being vacated or amended.

Conclusions of Law:

1. There is good cause for this Plat Amendment as it removes remnant interior lot lines, does not affect the lot boundaries or lot size of the Parcel, and the Parcel will continue to be compliant with the HR2B Lot and Site Requirements.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Subdivisions.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the amended plat for compliance with State law, the Land Management Code and the conditions of approval, prior to recordation of the Plat.
2. The applicant will record the Plat Amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.
3. Approval of an HDDR application is a condition precedent to the issuance of a building permit for construction on the lot.
4. Approval of a Steep Slope Administrative CUP is a condition precedent to the issuance of a building permit for any structure with a footprint more than 200 square feet.
5. A Plat Note shall indicate the Street address of Lot 1 is 200 Grant Avenue.
6. A Plat Note shall indicate the lot is subject to a 10-foot-wide public snow storage easement for the frontage along Grant Avenue.
7. A Plat Note shall indicate the property is located within the soils ordinance boundary and any soil removed from the property during excavation is required to be properly disposed of at a site approved to accept contaminated soils.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 27th day of May, 2021.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibits

Attachment A – Thomas Replat



LINE TABLE	
LINE	LENGTH
L1	8.16'
L2	39.14'
L3	23.54'
L4	7.30'

OWNER'S DEDICATION AND CONSENT TO RECORD

ALL MEN BY THESE PRESENTS THAT JAMES G. THOMAS AND KATHLEEN THOMAS AS JOINT OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HEREAFTER KNOWN AS THE THOMAS REPLAT, DOES HEREBY CERTIFY THAT THEY HAVE CAUSED THIS PLAT TO BE PREPARED FOR THE REFORMATION OF THIS PLAT AMENDMENT. THE UNDERSIGNED OWNERS ALSO HEREBY CONSENT TO THE REFORMATION OF THIS PLAT AMENDMENT. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

AMIE G. THOMAS

ACKNOWLEDGMENT

IN THIS _____ DAY OF _____, 2021, _____
PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN
IN THE BASIS OF SATISFACTORY EVIDENCE, AND WHO BECAME DULY SWORN/AFFIRMED, THAT HE/SHE
CONCURRED TO THE FACTS SET FORTH IN THE ABOVE CAPTIONED MATTER AND THAT HE/SHE EXECUTED THE ABOVE
COMMISSION EXPIRES _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss _____
IN THIS _____ DAY OF _____, 2021, _____
PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN
IN THE BASIS OF SATISFACTORY EVIDENCE, AND WHO BECAME DULY SWORN/ATFIRMED, THAT HE/SHE
ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THOMAS REFLAT.
MY COMMISSION EXPIRES _____
NOTARY PUBLIC
RESIDENT IN _____

LEGAL DESCRIPTION:

[illegible]

SURVEYOR'S STATEMENT

GREGORY J. FERRARI OF PARK CITY, UTAH, CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF UTAH, HOLDING LICENSE NO. 5046608. THIS PLAT AMENDMENT WAS PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF PARK CITY MUNICIPAL CORPORATION. I FURTHER CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE SURVEYED PROPERTY.

● FOUND REBAR & CAP L316491
 ○ FOUND REBAR & CAP L3160213
 ○ FOUND REBAR & CAP L34861
 ○ FOUND REBAR & CAP L335006
 ○ FOUND REBAR & CAP L3512604
 ✕ FOUND 1/4" REBAR NO CAP
 ■ STREET MONUMENT

PROPERTY LINE
 CENTER LINE
 LOT LINE
 SNOW STORAGE EASEMENT
 STAIRWAY EASEMENT

OT#

PARK CITY MUNICIPAL CORPORATION
PASSED THIS 11TH DAY OF NOVEMBER, 2020 A.D.
BY _____ MAYOR, ANDY BEERMAN

PUBLIC SAFETY ANSWERING POINT
APPROVAL

THIS _____ DAY OF _____, 2021 A.D.

BY _____

SYDNEYVILLE BASIN WATER RECLAMATION DISTRICT

PLANNING COMMISSION
APPROVED BY THE LAND USE AUTHORITY
185 DAY OF _____, 2021 A.D.

CITY ENGINEER

FIND THIS PLAT TO BE IN ACCORDANCE WITH
INFORMATION ON FILE IN MY OFFICE
THIS ____ DAY OF _____, 2021 A.D.

BY

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 11TH DAY OF NOVEMBER,
2020 A.D.

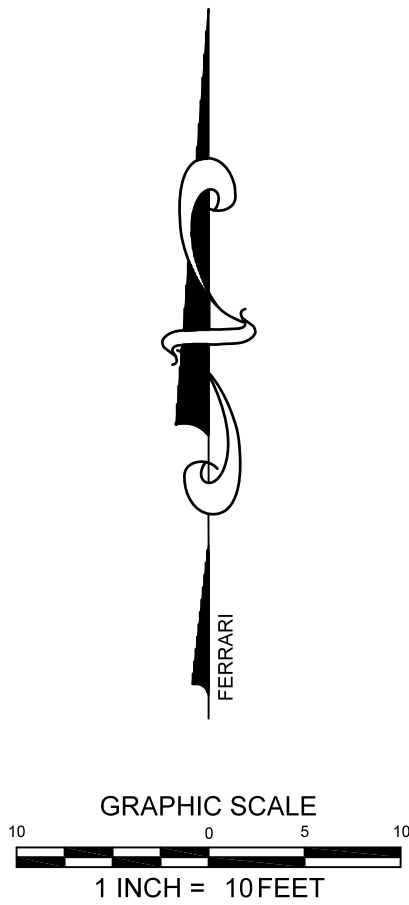
BY _____
ATTEST: A. STANLEY, REALTOR, 11410000000000000000

CERTIFICATE OF ATTEST
 THIS PLAT MAP WAS APPROVED BY THE LAND
 FORITY THIS 11TH DAY OF NOVEMBER, 2020 A.D.

P.O. BOX 683001

P.O. BOX 683001

RECORD OF SURVEY & TOPOGRAPHICAL MAP
147 GRANT AVENUE
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16
TOWNSHIP 2S RANGE 4E
SALT LAKE BASE AND MERIDIAN



LEGAL DESCRIPTION:

A PORTION OF LOTS 21, 22, 23 AND 24, BLOCK 72, MILLSITE RESERVATION TO PARK CITY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 23, BLOCK 72, MILLSITE RESERVATION TO PARK CITY, AND RUNNING THENCE NORTH 13°34'00" WEST 23.14 FEET ALONG THE WEST LINE OF SAID BLOCK 72, THENCE NORTH 38°12'00" EAST 8.18 FEET, THENCE NORTH 28°11'48" EAST 39.14 FEET, THENCE NORTH 23°15'00" EAST 23.54 FEET, THENCE NORTH 23°18'48" EAST 7.30 FEET TO A POINT ON A FENCE LINE, THENCE SOUTH 1°52'25" EAST 49.59 FEET ALONG SAID FENCE LINE TO A POINT ON ANOTHER FENCE LINE, THENCE SOUTH 85°51'16" EAST 26.08 FEET ALONG SAID FENCE LINE, THENCE SOUTH 5°48'16" EAST 55.48 FEET, THENCE NORTH 76°48'35" WEST 65.27 FEET TO THE POINT OF BEGINNING.

LEGEND:

	PROPERTY LINE		FOUND REBAR & CAP LS154491
	MAJOR CONTOUR		FOUND REBAR & CAP LS156213
	MINOR CONTOUR		FOUND REBAR & CAP LS4961
	FENCE		FOUND REBAR & CAP LS359005
	PUBLIC UTILITY EASEMENT		FOUND REBAR & CAP LS5152604
	OVER HEAD UTILITY		FOUND 1/4" REBAR NO CAP
	BUILDING SETBACK		FIRE HYDRANT
	LOT LINE		WATER VALVE
	LOT #		SEWER MANHOLE
	STREET MONUMNET		LIGHT POST
			GAS METER
			POWER POLE

PROJECT INFORMATION:

CLIENT:	JAMIE THOMAS P.O. BOX 2275 PARK CITY, UT 84060
PROJECT ADDRESS:	147 GRANT AVENUE PARK CITY, UT 84060
SERIAL NO:	PC-587
RECORD INFORMATION:	BOOK 1636 PAGE 1109

NOTES:

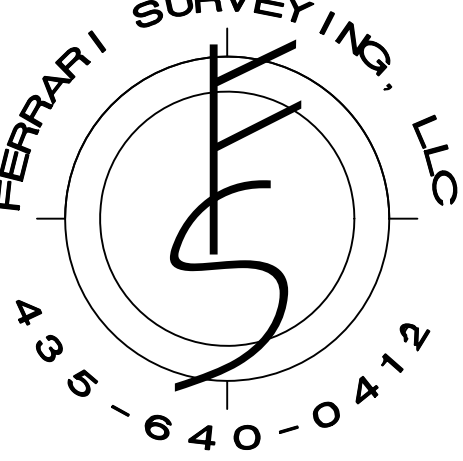
- THE PURPOSE OF THIS SURVEY IS LOCATE THE BOUNDARIES OF THIS PROPERTY ON THE GROUND AND CREATE A TOPOGRAPHICAL MAP AT THE REQUEST OF JAMIE THOMAS.
- THE EVIDENCE OF BOUNDARY SHOWN HEREON IS TAKEN FROM RECORD INFORMATION COMPILED FROM MILLSITE RESERVATION TO PARK CITY SUBDIVISION.
- NO INVESTIGATION CONCERNING ENVIRONMENTAL & SUBSURFACE CONDITIONS, OR THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
- NO INVESTIGATION CONCERNING THE LOCATION OF OR EXISTENCE OF UTILITY SERVICE LINES TO THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
- ALL UTILITY LOCATIONS SHOULD BE FIELD VERIFIED PRIOR TO ANY DESIGN OR CONSTRUCTION.
- DATE OF FIELD WORK OCTOBER 31, 2019.
- VERTICAL DATUM IS ASSUMED.
- BUILDING SETBACKS MUST BE CONFIRMED WITH THE COUNTY, HOMEOWNER'S ASSOCIATION, ARCHITECTURAL COMMITTEE, OR SIMILAR ADVISORY GROUP, IF ANY.
- THE OWNER OF THE PROPERTY SHOULD BE AWARE OF ANY ITEMS AFFECTING THE PROPERTY THAT MAY APPEAR IN A TITLE INSURANCE REPORT.
- BASIS OF BEARING SHOWN HEREON.

SURVEYOR'S STATEMENT

I GREGORY J. FERRARI OF PARK CITY, UTAH, CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH, HOLDING LICENSE NO. 5406908. THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME, OR UNDER MY DIRECTION, OF THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

GREGORY J. FERRARI, P.L.S. 5406908 EXPIRES MARCH 31, 2021

LINE	LENGTH	BEARING
L1	8.18'	N38°12'00"E
L2	39.14'	N28°11'48"E
L3	23.54'	N23°15'00"E
L4	7.30'	N23°16'46"E



P.O. BOX 683001
PARK CITY, UT 84068

REUSE OF DOCUMENTS
THIS DOCUMENT & THE IDEAS & DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF FERRARI SURVEYING & IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF FERRARI SURVEYING.

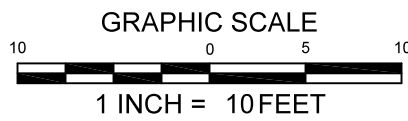
RECORD OF SURVEY AND TOPOGRAPHICAL MAP
147 GRANT AVENUE
PC-587
JAMIE THOMAS
SUMMIT COUNTY
UTAH
PARK CITY

0 1 BAR IS ONE INCH ON ORIG. DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
SURVEY BY: DESIGN BY: DRAFTING BY: CHECKED BY:	GF-TM 10-31-19 GF GF GF
XREFS: DRAWING: DATE: SCALES: 1:10 HORIZONTAL 2" CONTOURS VERTICAL	XREF1 XREFS2 PC-587 11-5-19 1 OF 1 PROJECT No: 9019.167

THOMAS REPLAT
147 GRANT AVENUE
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16
TOWNSHIP 2S RANGE 4E
SALT LAKE BASE AND MERIDIAN



VICINITY AND ZONING MAP
NOT TO SCALE



LINE TABLE		
LINE	LENGTH	BEARING
L1	8.18'	N38°12'00"E
L2	39.14'	N28°11'48"E
L3	23.54'	N23°15'00"E
L4	7.30'	N23°16'46"E

FOUND SURVEY MONUMENT
MAIN STREET & 4TH STREET

20' WIDE
PLATTED
GRANT AVENUE

STAIRWAY EASEMENT

LOT LINE TO
BE REMOVED

218 SANDRIDGE ROAD
PC-597
MADISON

BLOCK 72

164 SANDRIDGE ROAD
PC-589-A
HUGHES

LOT 1
200 GRANT AVENUE
PC-587
AREA = 3634 SQ.FT.±

10' WIDE PUBLIC
STORAGE EASEMENT

POB
SW COR
LOT 23

CHAMBERS STREET

147 SWEDE ALLEY
PC-583-B
BARNARD

HUGHES SUBDIVISION
156 SANDRIDGE ROAD

FOUND SURVEY MONUMENT
PI MAIN STREET

LEGEND:

---	PROPERTY LINE
---	CENTER LINE
---	LOT LINE
---	SNOW STORAGE EASEMENT
---	STAIRWAY EASEMENT
---	LOT #
XXX	STREET ADDRESS ON GRANT AVE.

- FOUND REBAR & CAP LS154491
- FOUND REBAR & CAP LS156213
- FOUND REBAR & CAP LS4861
- FOUND REBAR & CAP LS359005
- ⊗ FOUND REBAR & CAP LS5152604
- ◆ FOUND 1/4" REBAR NO CAP
- ⊠ STREET MONUMENT

SURVEYOR'S STATEMENT

I GREGORY J. FERRARI OF PARK CITY, UTAH, CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF UTAH, HOLDING LICENSE NO. 5046908. THIS PLAT AMENDMENT WAS PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE PARK CITY MUNICIPAL CORPORATION. I FURTHER CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE SURVEYED PROPERTY.

GREGORY J. FERRARI, P.L.S. 5046908 EXPIRES
MARCH 31, 2023

CONSENT TO RECORD

STATE OF UTAH
COUNTY OF SUMMIT

THE UNDERSIGNED LIEN HOLDER HEREBY CONSENTS TO THE RECORDATION OF THIS PLAT.

BY _____
AUTHORIZED OFFICIAL

THE FOREGOING CONSENT TO RECORD WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021 BY: _____

MY COMMISSION EXPIRES _____
NOTARY PUBLIC

RESIDING IN _____

NOTES:

- MODIFIED 13-D SPRINKLERS WILL BE REQUIRED FOR NEW CONSTRUCTION AS REQUIRED BY THE CHIEF BUILDING OFFICIAL AT THE TIME OF REVIEW OF THE BUILDING PERMIT SUBMITTAL.
- THIS PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL IN ORDINANCE OF _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT JAMIE G. THOMAS AND KATHLEEN THOMAS AS JOINT TENANTS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HEREAFTER KNOWN AS THE THOMAS REPLAT, DOES HEREBY CERTIFY THAT THEY HAVE CAUSED THIS PLAT AMENDMENT TO BE PREPARED. JAMIE G. THOMAS AND KATHLEEN THOMAS HEREBY CONSENTS TO THE RECORDATION OF THIS PLAT AMENDMENT. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NONEXCLUSIVE EASEMENT OVER THE PUBIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF THE UNDERSIGNED SET HIS HAND THIS _____ DAY OF _____, 2021

JAMIE G. THOMAS

KATHLEEN THOMAS

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

ON THIS ____ DAY OF _____, 2021, _____

PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE, AND WHO BE ME DULY SWORN/AFFIRMED, THAT HE/SHE ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THOMAS REPLAT.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC
RESIDING IN _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

ON THIS ____ DAY OF _____, 2021, _____

PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE, AND WHO BE ME DULY SWORN/AFFIRMED, THAT HE/SHE ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THOMAS REPLAT.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC
RESIDING IN _____

LEGAL DESCRIPTION:

ALL OF LOT 1, THOMAS REPLAT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOTS 21, 22, 23 AND 24, BLOCK 72, MILLSITE RESERVATION TO PARK CITY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 23, BLOCK 72, MILLSITE RESERVATION TO PARK CITY, AND RUNNING THENCE NORTH 13°34'00" WEST 23.14 FEET ALONG THE WEST LINE OF SAID BLOCK 72, THENCE NORTH 38°12'00" EAST 8.18 FEET; THENCE NORTH 28°11'48" EAST 39.14 FEET; THENCE NORTH 23°15'00" EAST 23.54 FEET; THENCE NORTH 23°16'46" EAST 7.30 FEET TO A POINT ON A FENCE LINE; THENCE SOUTH 1°52'25" EAST 49.59 FEET ALONG SAID FENCE LINE TO A POINT ON ANOTHER FENCE LINE; THENCE SOUTH 85°51'16" EAST 26.08 FEET ALONG SAID FENCE LINE; THENCE SOUTH 5°48'16" EAST 55.48 FEET; THENCE NORTH 76°48'35" WEST 65.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 3634 SQ.FT. ±



P.O. BOX 683001
PARK CITY, UT 84068

PARK CITY MUNICIPAL CORPORATION	PUBLIC SAFETY ANSWERING POINT APPROVAL	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	CITY ENGINEER	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	RECORDED
PASSED THIS 11TH DAY OF NOVEMBER, 2020 A.D. BY _____ MAYOR, ANDY BEERMAN	APPROVED THIS ____ DAY OF _____, 2021 A.D. BY _____ SUMMIT COUNTY GIS COORDINATOR	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF _____, 2021 A.D. BY _____ SNYDERVILLE BASIN RECLAMATION DISTRICT	APPROVED BY THE LAND USE AUTHORITY THIS ____ DAY OF _____, 2021 A.D. BY _____ PARK CITY PLANNING COMMISSION	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 2021 A.D. BY _____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS 11TH DAY OF NOVEMBER, 2020 A.D. BY _____ CITY ATTORNEY, MARK HARRINGTON	I CERTIFY THIS PLAT MAP WAS APPROVED BY THE LAND USE AUTHORITY THIS 11TH DAY OF NOVEMBER, 2020 A.D. BY _____ CITY RECORDER, MICHELLE KELLOGG	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE ____ TIME ____ BOOK ____ PAGE ____ ENTRY NO. _____ FEE _____ COUNTY RECORDER

Written Statement for remnant lot lines to be removed at;
147 Grant Ave Park City
Parcel # PC-587

March 2nd 2021

The application is to have the remnant lot lines removed from the parcel.
It does not affect the boundaries or the recorded size or description of the parcel.

Planning Commission Staff Report



Subject: 1115 & 1117 Lowell Avenue (Pinion Pines)
Application: PL-20-04633
Author: Rebecca Ward
Date: May 12, 2021
Type of Item: Administrative – Plat Amendment

Recommendation

Review the Pinion Pines Subdivision, conduct a public hearing, and consider forwarding a positive recommendation to City Council on May 27, 2021.

Description

Applicant: Shana Smith, represented by Gordon Daw
Location: 1115 & 1117 Lowell Avenue
Zoning District: Historic Residential – 1
Adjacent Land Uses: Multi-Unit Dwellings; Single-Family Dwellings; Recreation Open Space
Reason for Review: Plat amendments require Planning Commission review and recommendation and City Council action

Acronyms

HR – 1 Historic Residential – 1
LMC Land Management Code

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

The Pinion Pines Condominium Plat—a two-unit condominium constructed in the 1980s—was recorded with Summit County in 1985 (Recorder Entry No. 234744). The Applicant proposes terminating the two-unit Pinion Pines Condominiums (Exhibit D) to create two Lots for a Duplex, converting the limited common ownership to private ownership (Exhibit A, Attachment 1).

Analysis

(I) The proposal complies with the Historic Residential – 1 Zoning District requirements.

1115 & 1117 Lowell Avenue—the Pinion Pines Condominiums—are in the Historic Residential – 1 Zoning District. Duplexes are a Conditional Use in the HR – 1 Zoning District¹ and require the following Lot and Site requirements:²

¹ LMC [§ 15-2.2-2\(B\)\(1\)](#).

² LMC [§ 15-2.2-3](#).

Zoning Requirement	Analysis of Proposal
Lot Size – 3,750 square feet for a Duplex	Complies 1115 Lowell Avenue is 4,752 square feet 1117 Lowell Avenue is 4,873 square feet
Lot width – 25 feet	Complies 1115 Lowell Avenue is 33.82 feet 1117 Lowell Avenue is 34.93 feet
Maximum Building Footprint = (Area/2) x 0.9 ^{A/1875}	Condition of Approval 3 The maximum Building Footprint for 1115 Lowell Avenue is 1,819 square feet; the Maximum Building Footprint for 1117 Lowell Avenue is 1,852 square feet.
Front & Rear Setbacks are 15 feet for Lot depth over 100 feet	Complies The Lot depth for 1115 & 1117 Lowell Avenue is 140 feet Front Setbacks for 1115 & 1117 Lowell Avenue are 45 feet Rear Setbacks comply and any additions must meet at least a 15-foot Rear Setback
Side Setbacks for Lots with a width up to 37.5 feet must meet a 3-foot Side Setback	Complies 1115 & 1117 Lowell Avenue both have stairs and patios that slightly encroach into the Side Setbacks. LMC § 15-2.2-3(J)(6) exempts patios and steps not more than 30" in height above Final Grade, not including any required handrails.
Side Setbacks between connected Structures are not required where Structures are designed with a common wall on a Property line and the Lots are burdened with a party wall agreement ³	Condition of Approval 4 The Applicant shall ensure the Duplex complies with all applicable Building and Fire Code requirements and shall complete a party wall agreement in a form approved by the City Attorney and Chief Building Official to be recorded on the same date as the amended plat.

³ LMC [§ 15-2.2-3\(I\)\(2\)](#).

(II) There is Good Cause for the Plat amendment and no public street, Right-of-Way, or easement is vacated or amended.

Plat amendments shall be reviewed according to LMC [§ 15-7.1-6](#) *Final Subdivision Plat* and approval shall require (a) a finding of Good Cause, and (b) a finding that no Public Street, Right-of-Way, or easement has been vacated or amended.⁴

The Land Management Code defines Good Cause as “[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City Community.”⁵

The proposed transition from a two-unit condominium to a Duplex will alter the restrictions for the properties regarding the Pinion Pines Condominiums Associations but does not change the use of the Structure or the applicable land use regulations for the properties.

1115 & 1117 Lowell Avenue, as well as 1155, 1157, 1175, 1177, 1195, and 1197 Lowell Avenue, are accessed by Northstar Road, a private ingress, egress, and utilities easement. Condition of Approval 5 requires the amended plat to retain the private ingress, egress, and utilities easement.

(III) The Summit County Recorder’s Office requires a Condition of Approval.

The Summit County Recorder’s Office requires that the Applicant amend the plat title during the redline process to the Pinion Pines Subdivision, formerly known as the Pinion Pines Condominiums. This is reflected in Condition of Approval 6.

(IV) The City Engineer requires a Condition of Approval.

Condition of Approval 7 requires the Applicant to enter into a civil agreement to address ownership and maintenance responsibilities of both retaining walls that encroach over the property lines.

Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application.

Public Input

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

⁴ LMC [§ 15-7.1-3\(B\)](#).

⁵ LMC [§ 15-15-1](#).

Exhibits

Exhibit A: Draft Ordinance and Pinion Pines Subdivision Plat

Exhibit B: Existing Conditions

Exhibit C: Applicant Photos

Exhibit D: Declaration to Terminate Pinion Pines Condominiums

Ordinance No. 2021-XX

AN ORDINANCE APPROVING THE PINION PINES SUBDIVISION AT 1115 AND 1117 LOWELL AVENUE, PARK CITY, UTAH

WHEREAS, the owners of property located at 1115 and 1117 Lowell Avenue petitioned the City Council for approval of the Pinion Pines Subdivision; and

WHEREAS, on May 12, 2021, the Planning Commission conducted a duly noticed public hearing, and forwarded a _____ recommendation to the City Council; and

WHEREAS, on May 27, 2021, the City Council conducted a duly noticed public hearing; and

WHEREAS, the Pinion Pines Subdivision is consistent with the Park City Land Management Code, including § 15-7.1-3(B), § 15-7.1-6, and Chapters 15-2.2 and 15-7.

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

SECTION 1. APPROVAL. The Pinion Pines Subdivision is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Pinion Pines Condominium Plat—a two-unit condominium constructed in the 1980s—was recorded with Summit County in 1985 (Recorder Entry No. 234744) for 1115 and 1117 Lowell Avenue.
2. The Applicant proposes terminating the two-unit Pinion Pines Condominium to create two Lots for a Duplex.
3. 1115 and 1117 Lowell Avenue are in the Historic Residential – 1 Zoning District.
4. The Historic Residential – 1 Zoning District requires a 3,750-square-foot Lot minimum for a Duplex. 1115 Lowell Avenue is 4,752 square feet; 1117 Lowell Avenue is 4,873 square feet.
5. The Historic Residential – 1 Zoning District requires a 25-foot Lot width. 1115 Lowell Avenue is 33.82 feet; 1117 Lowell Avenue is 34.93 feet.
6. The Historic Residential – 1 Zoning District establishes a maximum Building Footprint pursuant to this formula: Maximum Building Footprint = (Area/2) x $0.9^{A/1875}$.
7. The maximum Building Footprint for 1115 Lowell Avenue is 1,819 square feet; the Maximum Building Footprint for 1117 Lowell Avenue is 1,852 square feet.
8. The Historic Residential – 1 Zoning District requires Front and Rear Setbacks of 15 feet for Lots with depth over 100 feet.
9. The Lot depth for 1115 & 1117 Lowell Avenue is 140 feet. Front Setbacks for 1115 & 1117 Lowell Avenue are 45 feet; Rear Setbacks comply and any additions must meet at least a 15-foot Rear Setback.

10. The Historic Residential – 1 Zoning District requires a three-foot Side Setback for Lots with a width up to 37.5 feet. 1115 & 1117 Lowell Avenue both have stairs and patios that slightly encroach into the Side Setbacks. LMC Section 15-2.2-3(J)(6) exempts patios and steps not more than 30” in height above Final Grade, not including any required handrails.
11. Side Setbacks between connected Structures are not required where Structures are designed with a common wall on a Property line and the Lots are burdened with a party wall agreement.
12. 1115, 1117, 1155, 1157, 1175, 1177, 1195, and 1197 Lowell Avenue are accessed by Northstar Road, a private ingress, egress, and utilities easement.

Conclusions of Law

1. There is Good Cause for this Plat amendment because the transition from a two-unit condominium to a Duplex alters private restrictions for the properties but does not change the use of the Structure or the applicable land use regulations for the properties.
2. The Plat Amendment is consistent with Land Management Code § 15-7.1-3(B), § 15-7.1-6, and Chapters 15-2.2 and 15-7.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the Conditions of Approval, prior to recordation of the plat.
2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The maximum Building Footprint for 1115 Lowell Avenue is 1,819 square feet; the Maximum Building Footprint for 1117 Lowell Avenue is 1,852 square feet.
4. The Applicant shall ensure the Duplex complies with all applicable Building and Fire Code requirements and shall complete a party wall agreement in a form approved by the City Attorney and Chief Building Official to be recorded on the same date as the amended plat.
5. The plat shall retain the private ingress, egress, and utilities easement.
6. The plat shall be titled Pinion Pines Subdivision, formerly known as the Pinion Pines Condominiums.
7. The Applicant shall enter into a civil agreement to address ownership and maintenance responsibilities of both retaining walls that encroach over the property lines.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 27th Day of May, 2021.

PARK CITY MUNICIPAL CORPORATION

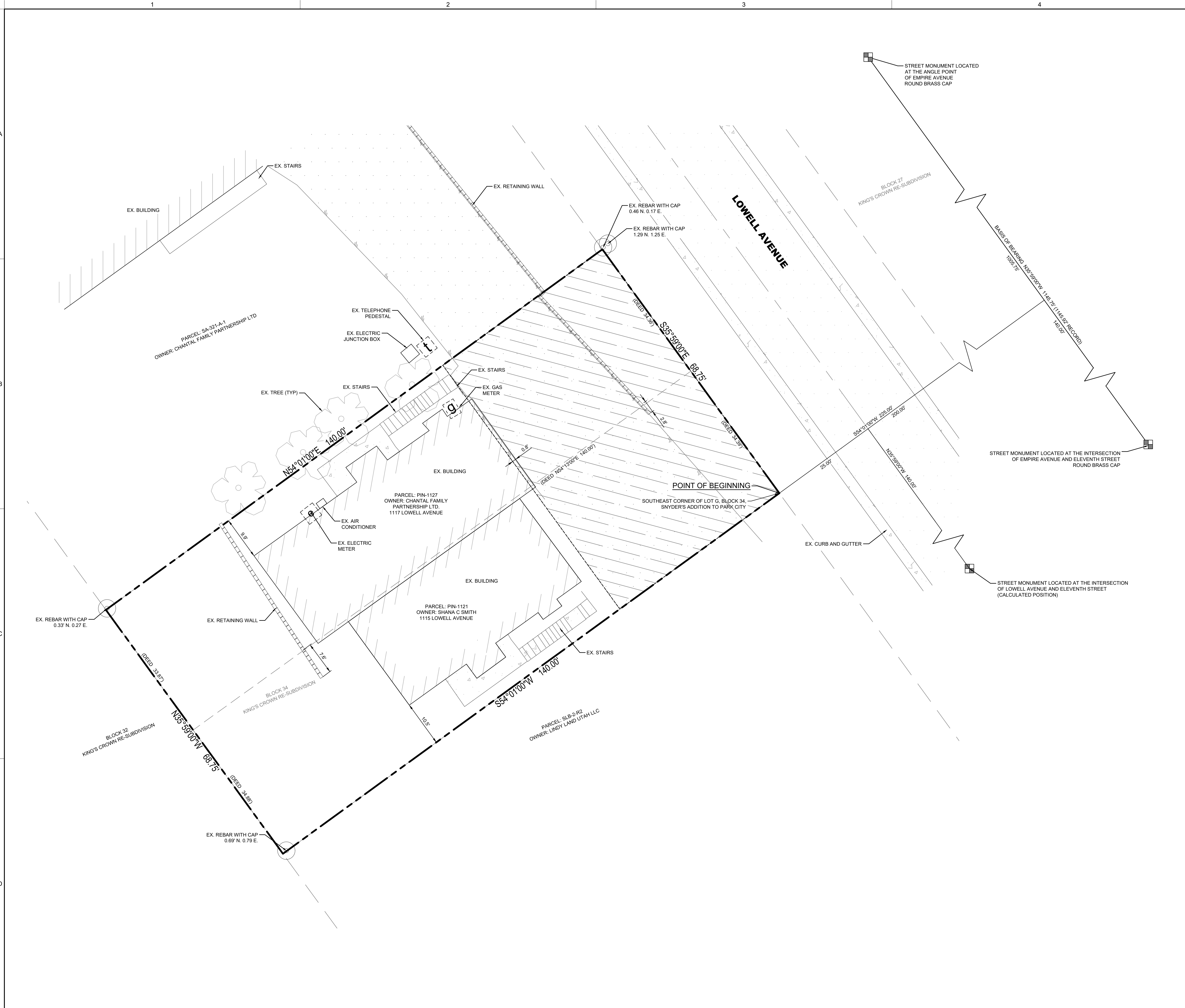
Andy Beerman, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney



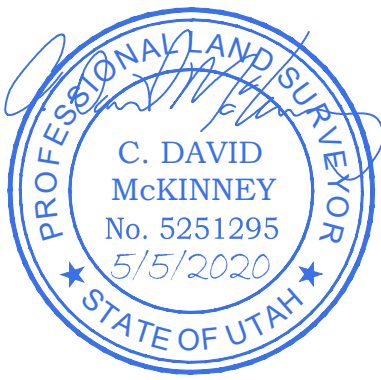
LEGEND

- | | | | |
|-----|------------------------|--|---|
| --- | PROPERTY BOUNDARY | | EX. BUILDING |
| --- | ADJACENT PROPERTY | | EX. ASPHALT |
| --- | EX. EDGE OF ASPHALT | | EX. CONCRETE |
| --- | EX. RETAINING WALL | | NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT |
| --- | EX. TIE TO MONUMENT | | STREET MONUMENT |
| | EX. GAS METER | | EX. REBAR WITH CAP |
| | EX. TELEPHONE PEDESTAL | | |
| | EX. ELECTRIC METER | | |
| | EX. REBAR WITH CAP | | |
| | EX. TREE | | |

SURVEYORS CERTIFICATE

I, C. DAVID MCKINNEY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH AND THAT I HOLD LICENSE No. 5251295. I FURTHER CERTIFY THAT A BOUNDARY SURVEY WAS MADE OF THE PROPERTY DESCRIBED BELOW, AND THE FINDINGS OF THAT SURVEY ARE AS SHOWN HEREON.

C. DAVID MCKINNEY
LICENSE No. 5251295



DEED DESCRIPTIONS

PIN-1121
UNIT 1121 OF PINION PINES CONDOMINIUMS, AS THE SAME IS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, TOGETHER WITH AN UND 50% INT IN AND TO THE COMMON AREAS CONT 4848.4 SQ FT 367-374 400-637 1295-604 2544-410

PIN-1127
UNIT 1127 OF PINION PINES CONDOMINIUMS, AS THE SAME IS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, TOGETHER WITH AN UND 50% INT IN AND TO THE COMMON AREAS CONT 4776.6 SQ FT 367-374 400-637 1295-604

BOUNDARY DESCRIPTION

ALL OF LOTS 6, 7, AND THE SOUTH 18.75 FEET OF LOT 8, ALSO ALL OF LOTS 27, 26 AND THE SOUTH 18.75 FEET OF LOT 25, EXCEPTING THEREFROM THE WEST 10.00 FEET OF LOTS 27, 26 AND 25, BLOCK 34, SNYDERS ADDITIONS TO PARK CITY.

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 34, SNYDERS ADDITION TO PARK CITY, LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID SOUTHEAST CORNER BEING NORTH 35°59' WEST 140.00 FEET AND SOUTH 54°01' WEST 25.00 FEET FROM THE PARK CITY MONUMENT LOCATED AT THE INTERSECTION OF LOWELL AVENUE AND ELEVENTH STREET; AND RUNNING THENCE SOUTH 54°01'00" WEST 140.00 FEET; THENCE NORTH 35°59'00" WEST 68.75 FEET; THENCE NORTH 54°01'00" EAST 140.00 FEET; THENCE SOUTH 35°59'00" EAST 68.75 FEET TO THE POINT OF BEGINNING.

NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT AS RECORDED ON JANUARY 28, 1981 AS ENTRY NO. 175804 IN BOOK 178 ON PAGE 446 AS TO THE FOLLOWING: BEGINNING AT THE MOST EASTERLY CORNER OF LOT 6, SAID SNYDERS ADDITION TO PARK CITY, AND RUNNING THENCE SOUTH 54°01' WEST 45.00 FEET; THENCE NORTH 35°59' WEST 68.75 FEET; THENCE NORTH 54°01'00" EAST 45.00 FEET; THENCE SOUTH 35°59' EAST 68.75 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.22 ACRES.

NARRATIVE

- THE BASIS OF BEARING FOR THIS SURVEY IS NORTH 35°59'00" WEST BETWEEN THE STREET MONUMENTS LOCATED AT THE ANGLE POINT OF EMPIRE AVENUE AND THE AT THE INTERSECTION OF EMPIRE AVENUE AND ELEVENTH STREET, IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.
- THE PURPOSE OF THIS SURVEY IS TO IDENTIFY THE PROPERTY LINES FOR FUTURE IMPROVEMENTS.

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN

HORROCKS ENGINEERS
2162 West Grove Pkwy., Suite 400
Pleasant Grove, UT 84062
(801) 763-5100
www.horrock.com

WARNING

IF THIS BAR DOES NOT MEASURE 2" THEN DRAWING IS NOT TO SCALE

REVISIONS

REV #	DATE	DESCRIPTION
1	5/4/2020	DESIGNED
2		DRAWN
3		CHECKED
4		PROJECT

DATE	5/4/2020	RED
DRAWN		RED
CHECKED		####
PROJECT		UT-2393-2004

SHANA SMITH SURVEY

1115 & 1117 LOWELL AVE
PARK CITY, UT

BOUNDARY SURVEY

CLIENT: SHANA SMITH



BND



Planning Commission Staff Report



Subject: 1115 & 1117 Lowell Avenue
Application: PL-21-04819
Author: Rebecca Ward
Date: May 12, 2021
Type of Item: Administrative – Conditional Use Permit

Recommendation

Review the proposal, conduct a public hearing, and consider approving the Conditional Use Permit to convert 1115 & 1117 Lowell Avenue from the two-unit Pinion Pines Condominium into a Duplex.

Description

Applicant: Shana Smith, represented by Gordon Daw
Location: 1115 & 1117 Lowell Avenue
Zoning District: Historic Residential – 1
Adjacent Land Uses: Multi-Unit Dwellings; Single-Family Dwellings; Recreation Open Space
Reason for Review: The Planning Commission approves Conditional Use Permits¹

Acronyms

HR – 1 Historic Residential – 1
LMC Land Management Code

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

The Pinion Pines Condominium Plat—a two-unit condominium constructed in the 1980s—was recorded with Summit County in 1985 (Recorder Entry No. 234744). The Applicant proposes terminating the two-unit Pinion Pines Condominiums to create two Lots for a Duplex, converting the limited common ownership to private ownership (Exhibit B).

Approval of this Conditional Use Permit for a Duplex Use is conditioned upon approval and recordation of the Pinion Pines Subdivision Plat (Exhibit A, Condition of Approval 1).

Analysis

(I) The proposal complies with the Historic Residential – 1 Zoning District requirements.

¹ LMC [§ 15-12-15\(A\)\(6\)](#).

1115 & 1117 Lowell Avenue are in the Historic Residential – 1 Zoning District. Duplexes are a Conditional Use in the HR – 1 Zoning District² and require the following Lot and Site requirements:³

Zoning Requirement	Analysis of Proposal
Lot Size – 3,750 square feet for a Duplex	Complies 1115 Lowell Avenue is 4,752 square feet 1117 Lowell Avenue is 4,873 square feet
Lot width – 25 feet	Complies 1115 Lowell Avenue is 33.82 feet 1117 Lowell Avenue is 34.93 feet
Maximum Building Footprint = $(\text{Area}/2) \times 0.9^{A/1875}$	Condition of Approval 2 The maximum Building Footprint for 1115 Lowell Avenue is 1,819 square feet; the Maximum Building Footprint for 1117 Lowell Avenue is 1,852 square feet.
Front & Rear Setbacks are 15 feet for Lot depth over 100 feet	Complies The Lot depth for 1115 & 1117 Lowell Avenue is 140 feet Front Setbacks for 1115 & 1117 Lowell Avenue are 45 feet Rear Setbacks comply and any additions must meet at least a 15-foot Rear Setback
Side Setbacks for Lots with a width up to 37.5 feet must meet a 3-foot Side Setback	Complies 1115 & 1117 Lowell Avenue both have stairs and patios that slightly encroach into the Side Setbacks. LMC § 15-2.2-3(J)(6) exempts patios and steps not more than 30" in height above Final Grade, not including any required handrails.
Side Setbacks between connected Structures are not required where Structures are designed with a common wall on a Property line and the Lots are burdened with a party wall agreement ⁴	Condition of Approval 3 The Applicant shall ensure the Duplex complies with all applicable Building and Fire Code requirements and shall complete a party wall agreement in a form approved by the City Attorney and Chief Building Official to be recorded on the same date as the amended plat.

² LMC [§ 15-2.2-2\(B\)\(1\)](#).

³ LMC [§ 15-2.2-3](#).

⁴ LMC [§ 15-2.2-3\(I\)\(2\)](#).

(II) The proposal complies with LMC § 15-1-10(E), Conditional Use Permit criteria.

There are certain Uses that, because of unique characteristics or potential impacts on the municipality, surrounding neighbors, or adjacent land Uses, may not be Compatible in some Areas or may be Compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

The Planning Department will evaluate all proposed Conditional Uses and may recommend conditions of approval to preserve the character of the zone, and to mitigate potential adverse effects of the Conditional Use.

The Planning Commission shall approval a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards.

If the reasonable anticipated detrimental effects of a proposed Conditional Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards, the Planning Commission may deny the Conditional Use Permit.⁵

Criteria	Proposed Conditions of Approval
Size and Location of Site	No unmitigated impacts 1115 & 1117 Lowell Avenue were constructed in the 1980s and comply with underlying Historic Residential – 1 (HR – 1) Zoning District regulations (see Section I above). Any modifications to the Structures must comply with the HR – 1 regulations.
Traffic capacity	No unmitigated impacts 1115 & 1117 Lowell Avenue are accessed by Northstar Road, a private ingress, egress, and utilities easement. The amended plat must retain the private ingress and egress easement.
Utility capacity	No unmitigated impacts 1115 & 1117 Lowell Avenue are accessed by Northstar Road, which serves as a utility easement. The amended plat must retain the utility easement.
Emergency vehicle access	No unmitigated impacts 1115 & 1117 Lowell Avenue are accessed by Northstar Road, a private ingress, egress, and utilities easement. The amended plat must retain the private ingress and egress easement. No change to the access is proposed.

⁵ LMC [§ 15-1-10](#).

Off-street parking	No unmitigated impacts Duplexes require two off-street parking spaces per unit. Double-car garages must be at least 20 feet wide and 20 feet deep.⁶ 1115 & 1117 Lowell both provide two off-street parking spaces per unit and each garage is at least 23 feet wide and 21 feet deep (Exhibit C).
Internal vehicle and pedestrian circulation	No unmitigated impacts No change to internal vehicle and pedestrian circulation is proposed. Any changes must comply with the LMC.
Fencing, screening, landscaping to separate use from adjoining properties	No unmitigated impacts No change to fencing, screening, or landscaping is proposed. Any changes must comply with the LMC.
Building mass, bulk, and orientation	No unmitigated impacts No change to the Structures is proposed. 1115 & 1117 Lowell Avenue comply with the HR – 1 Zoning District regulations. Any modifications to the Structure must comply with the LMC.
Usable open space	No unmitigated impacts. There are no open space requirements for a Duplex Use. Structures must comply with HR – 1 Setbacks. minimum Building Footprint, and landscaping requirements.
Signs and lighting	Condition of Approval 4 Signs are prohibited for residential uses. Outdoor lighting must comply with LMC § 15-5-5-(J). All outdoor lighting must be 3,000 degrees Kelvin or less by December 31, 2024. Fully Shielded outdoor lighting is recommended.
Physical design and compatibility with surrounding structures	No unmitigated impacts No change to the Structures is proposed. 1115 & 1117 Lowell Avenue comply with the HR – 1 Zoning District regulations. Any modifications to the Structure must comply with the LMC.
Noise, vibration, odors, steam or other mechanical factors	No unmitigated impacts The existing use is residential; the proposed use is residential.

⁶ LMC [§ 15-3-4\(A\)\(1\)](#).

Control of delivery and service vehicles, loading and unloading, screening of trash and recycling pickup areas	No unmitigated impacts No changes are proposed for the site.
Expected ownership	No unmitigated impacts Limited common area will be converted to private area and each Duplex unit will be located on its own Lot.
Environmentally Sensitive Lands, Physical Hazards, Historic Mining Waste, Park City Soils Ordinance, Steep Slope	No unmitigated impacts 1115 & 1117 Lowell Avenue are not located in the Sensitive Lands Overlay 1115 & 1117 Lowell Avenue are not located in the Soils Ordinance Boundary Any changes to the Structures may trigger a Steep Slope Conditional Use Permit but are not proposed at this time.
General Plan consistency	Complies 1115 & 1117 Lowell Avenue are non-Historic Structures in the Old Town Neighborhood, a residential use near the Park City Mountain Resort.

Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application.

Public Input

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

Exhibits

Exhibit A: Draft Approval Letter

Exhibit B: Applicant Statement

Exhibit C: Pinion Pines Condominium Plat



May 12, 2021

Gordon Daw
dawsupplyllc@gmail.com

CC: Shana Smith

NOTICE OF PLANNING COMMISSION ACTION

Description

Address: 1115 & 1117 Lowell Avenue

Zoning District: Historic Residential – 1

Application: Conditional Use Permit

Project Number: PL-21-04819

Action: Approved with Conditions

Date of Final Action: May 12, 2021

Project Summary: Converting the two-unit Pinion Pines Condominiums into a Duplex

Action Taken

On May 12, 2021, the Planning Commission conducted a public hearing and approved the Duplex Conditional Use Permit for 1115 & 1117 Lowell Avenue according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Pinion Pines Condominium Plat—a two-unit condominium constructed in the 1980s—was recorded with Summit County in 1985 (Recorder Entry No. 234744) for 1115 and 1117 Lowell Avenue.
2. The Applicant proposes terminating the two-unit Pinion Pines Condominium to create two Lots for a Duplex.

3. 1115 and 1117 Lowell Avenue are in the Historic Residential – 1 Zoning District.
4. The Historic Residential – 1 Zoning District requires a 3,750-square-foot Lot minimum for a Duplex. 1115 Lowell Avenue is 4,752 square feet; 1117 Lowell Avenue is 4,873 square feet.
5. The Historic Residential – 1 Zoning District requires a 25-foot Lot width. 1115 Lowell Avenue is 33.82 feet; 1117 Lowell Avenue is 34.93 feet.
6. The Historic Residential – 1 Zoning District establishes a maximum Building Footprint pursuant to this formula: Maximum Building Footprint = (Area/2) x $0.9^{A/1875}$.
7. The maximum Building Footprint for 1115 Lowell Avenue is 1,819 square feet; the Maximum Building Footprint for 1117 Lowell Avenue is 1,852 square feet.
8. The Historic Residential – 1 Zoning District requires Front and Rear Setbacks of 15 feet for Lots with depth over 100 feet.
9. The Lot depth for 1115 & 1117 Lowell Avenue is 140 feet. Front Setbacks for 1115 & 1117 Lowell Avenue are 45 feet; Rear Setbacks comply and any additions must meet at least a 15-foot Rear Setback.
10. The Historic Residential – 1 Zoning District requires a three-foot Side Setback for Lots with a width up to 37.5 feet. 1115 & 1117 Lowell Avenue both have stairs and patios that slightly encroach into the Side Setbacks. LMC Section 15-2.2-3(J)(6) exempts patios and steps not more than 30" in height above Final Grade, not including any required handrails.
11. Side Setbacks between connected Structures are not required where Structures are designed with a common wall on a Property line and the Lots are burdened with a party wall agreement.
12. 1115 & 1117 Lowell Avenue are accessed by Northstar Road, a private ingress, egress, and utilities easement.
13. There is no required mitigation for the size and location of the site. 1115 & 1117 Lowell Avenue were constructed in the 1980s and comply with underlying Historic Residential – 1 (HR – 1) Zoning District regulations (see Section I above). Any modifications to the Structures must comply with the HR – 1 regulations.
14. There is no required mitigation for traffic capacity. 1115 & 1117 Lowell Avenue are accessed by Northstar Road, a private ingress, egress, and utilities easement. The amended plat must retain the private ingress and egress easement.
15. There is no required mitigation for utility capacity. 1115 & 1117 Lowell Avenue are accessed by Northstar Road, which serves as a utility easement. The amended plat must retain the utility easement.
16. There is no required mitigation for emergency vehicle access. 1115 & 1117 Lowell Avenue are accessed by Northstar Road, a private ingress, egress, and utilities easement. The amended plat must retain the private ingress and egress easement. No change to the access is proposed.
17. There is no required mitigation for off-street parking. Duplexes require two off-street parking spaces per unit. Double-car garages must be at least 20 feet wide and 20 feet deep. 1115 & 1117 Lowell both provide two off-street parking spaces per unit and each garage is at least 23 feet wide and 21 feet deep.

18. There is no required mitigation for vehicle and pedestrian circulation. No change to internal vehicle and pedestrian circulation is proposed. Any changes must comply with the LMC.
19. There is no required mitigation for fencing, screening, or landscaping. No changes are proposed; any changes must comply with the LMC.
20. There is no required mitigation for Building mass, bulk, and orientation; no change is proposed.
21. There is no required mitigation for usable open space; there are no open space requirements for the Duplex Use.
22. Signs are prohibited for residential uses.
23. There is no required mitigation for physical design and compatibility with surrounding structures. 1115 & 1117 Lowell Avenue comply with the HR – 1 Zoning District regulations.
24. There is no required mitigation for noise, vibration, odors, steam, or other mechanical factors. The existing use is residential; the proposed use is residential.
25. There is no required mitigation for delivery and service vehicles, loading and unloading, screening of trash and recycling pickup areas. No changes are proposed for the site.
26. There is no required mitigation for expected ownership. Limited common area will be converted to private area and each Duplex unit will be located on its own Lot.
27. 1115 & 1117 Lowell Avenue are not located in the Sensitive Lands Overlay or Soils Ordinance Boundary.
28. 1115 & 1117 Lowell Avenue are non-Historic Structures in the Old Town Neighborhood, a residential use near the Park City Mountain Resort, and the residential use is consistent with the General Plan.

Conclusions of Law

1. The Application complies with requirements of the Land Management Code.
2. The Use will be Compatible with surrounding Structures in Use, scale, mass, and circulation.
3. The effects of any differences in Use or scale have been mitigated through careful planning.

Condition of Approval

1. Approval of this Duplex Conditional Use Permit is contingent upon approval and recordation of the Amended Pinion Pines Subdivision Plat with the Summit County Recorder's Office by May 27, 2022.
2. The maximum Building Footprint for 1115 Lowell Avenue is 1,819 square feet; the Maximum Building Footprint for 1117 Lowell Avenue is 1,852 square feet.
3. The Applicant shall ensure the Duplex complies with all applicable Building and Fire Code requirements and shall complete a party wall agreement in a form

approved by the City Attorney and Chief Building Official to be recorded on the same date as the amended plat.

4. Signs are prohibited for residential uses. Outdoor lighting must comply with LMC [§ 15-5-5-\(J\)](#). All outdoor lighting must be 3,000 degrees Kelvin or less by December 31, 2024. Fully Shielded outdoor lighting is recommended.

If you have questions or concerns regarding this Final Action Letter, please call 385-290-0789 or email rebecca.ward@parkcity.org.

Sincerely,

John Phillips, Planning Commission Chair

CC: Rebecca Ward, project planner

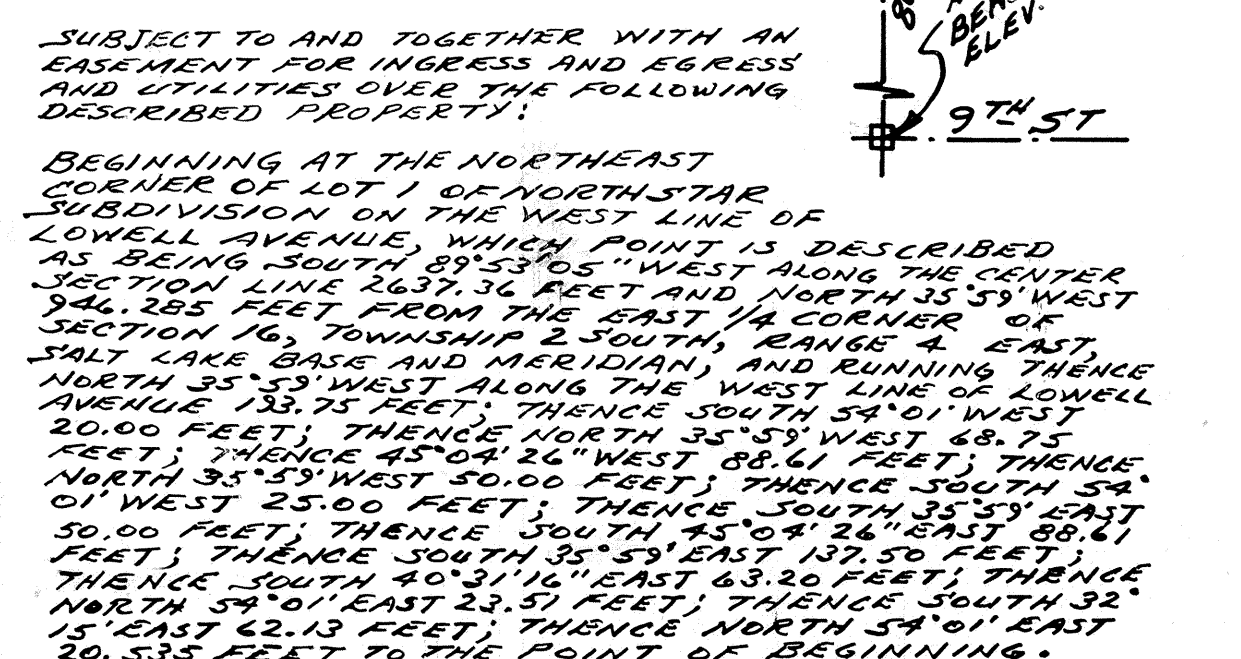
DRAFT

Written Statement Regarding 1115 and 1117 Lowell Avenue
April 15, 2021

The subject property currently consists of an existing condominium building with two condominium units that were originally constructed in or about 1985. A separate plat amendment application has been submitted to replat the subject property as two residential lots. The existing building will be converted from a condominium building into a duplex with two residential units. Because the property is located in the HR-1 District, a duplex is a conditional use, thereby making this conditional use permit application necessary. Notably, a new duplex is not being constructed, but rather the condominium building which has been in place for more than three decades will remain in place but will be recharacterized as a duplex instead of a condominium.

The duplex will straddle the common boundary line between the two residential lots created by the related plat amendment. Section 15.2.2-3(I)(2) of the Park City Land Management Code expressly permits a zero setback for a duplex that straddles a common property line, provided that there is a recorded party wall agreement that complies with the Park City Land Management Code. A draft of such a party wall agreement is submitted with this application.

Because the existing building and use are not going to change, but rather the only change is the legal classification of the existing building and use from a 2-unit residential condominium to a duplex with 2 residential dwellings, such legal reclassification should have no new impact on any surrounding properties or uses that should be considered for mitigation measures beyond existing impacts for which no mitigation measures have been necessary.



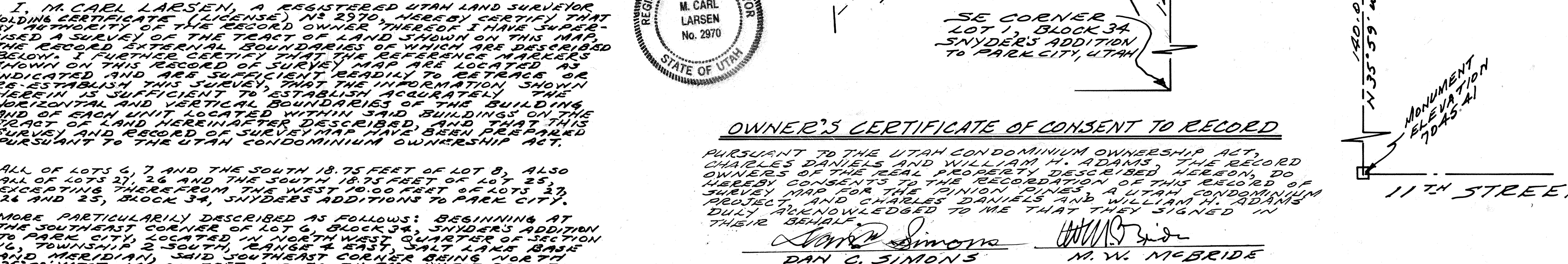
STATE OF UTAH
COUNTY OF SALT LAKE } SS

ON THE 1 DAY OF MAY, 1984, PERSONALLY APPEARED BEFORE ME DAN C. SIMONS AND M. W. McBRIDE, WHO BEING BY ME DULY SWORN DID SAY THAT THEY THE RECORDED OWNERS OF THE REAL PROPERTY DESCRIBED HEREON AND THAT THE INSTRUMENT FOREGOING OWNER'S CERTIFICATE OF CONSENT TO RECORD WAS SIGNED IN THEIR BEHALF. AND DAN C. SIMONS AND M. W. McBRIDE DULY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

Gayle D. Anderson
NOTARY PUBLIC
RESIDING AT
SALT LAKE COUNTY, UTAH

November 13, 1986
MY COMMISSION EXPIRES

CITY ENGINEER APPROVAL APPROVED AND ACCEPTED THIS 16TH DAY OF MAY, 1984 BY THE PARK CITY ENGINEER. <u>Eric W. DeHaan, PE</u> CITY ENGINEER PARK CITY, UTAH	CITY ATTORNEY APPROVAL APPROVED AND ACCEPTED THIS 1ST DAY OF JUNE, 1984 BY THE PARK CITY ATTORNEY. <u>Barbara E. Doyle</u> CITY ATTORNEY PARK CITY, UTAH	ON CITY AND ADJ. TO J. HERN AND WILL ATT.
--	--	--



I, MR. CARL LARSEN, A REGISTERED UTAH LAND SURVEYOR HOLDING CASE LICENSE NO. 290, HEREBY CERTIFY THAT BY VIRTUE OF THE RECORD OWNER THEREOF I HAVE SUPERVISED A SURVEY OF THE TRACT OF LAND SHOWN ON THIS MAP. THE RECORD EXTERNAL BOUNDARIES OF WHICH ARE DESCRIBED THEREON, AND THE LOCATIONS OF ALL BUILDINGS SHOWN ON THIS RECORD OF SURVEY MAP ARE LOCATED AS INDICATED AND ARE SUFFICIENT READILY TO RETRACE OR RE-ESTABLISH THIS SURVEY, THAT THE INFORMATION SHOWN ON THIS RECORD OF SURVEY MAP, EXCEPT FOR THE HORIZONTAL AND VERTICAL BOUNDARIES OF THE BUILDING, AND OF EACH UNIT LOCATED WITHIN SAID BUILDINGS ON THE TRACT OF LAND HEREINAFTER DESCRIBED, AND THAT THIS SURVEY AND RECORD OF SURVEY MAP WERE PREPARED PURSUANT TO THE UTAH CONDOMINIUM OWNERSHIP ACT.

ALL OF LOTS 6, 7 AND THE SOUTH 18.75 FEET OF LOT 8, ALSO
S 0.40 E 0.21' 25' AND THE SOUTH 18.75 FEET OF LOTS 9, 21
EXCEPTING THEREFROM THE WEST 10.00 FEET OF LOTS 17,
26 AND 25, BLOCK 34, SNYDER'S ADDITIONS TO PARK CITY,
MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT
THE SOUTHEAST CORNER OF LOT 6, BLOCK 34, SNYDER'S ADDITION
TO PARK CITY, LOCATED IN NORTHWEST QUARTER OF SECTION 6,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN
12D, MERIDIAN, AND GOING EAST 35° 59' 35" NORTH 140.00 FEET
35° 59' WEST 140.00 FEET AND SOUTH 34° 01' WEST 25.00 FEET
FROM THE PARK CITY MONUMENT LOCATED AT THE INTERSECTION
OF WEST 140.00 FEET AND SEVENTH STREET, AND RUNNING
THENCE NORTH 35° 59' WEST 140.00 FEET TO A POINT
WEST 140.00 FEET, THENCE SOUTH 35° 59' EAST 68.75 FEET,
THENCE NORTH 34° 01' EAST 120.00 FEET TO THE POINT OF
BEGINNING. CONTAINS 9423.00 SQUARE FEET OR 0.221
ACRE.

NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT AS RECORDED ON
JANUARY 25, 1981, CONTAINING 173004
AS TO THE FOLLOWING: BEGINNING AT THE MOST EASTERLY CORNER
OF LOT 6, SAID SNYDERS ADDITION TO PARK CITY, AND RUNNING
WEST 52.50 FEET; THENCE NORTH 52.50 FEET; THENCE NORTH 30.50
WEST 68.25 FEET; THENCE NORTH 54.00 FEET; THENCE SOUTHWEST
SOUTH 35.50; EAST 68.75 FEET TO THE POINT OF BEGINNING. BLOCK
SAID EASEMENT GRANTED MAY 21, 1980 SHALL NOT PROHIBIT GRANTEES
FROM MAKING ANY USE OF THE TRAILING AREAS IN CONNECTION WITH CONSTRUCTING
OR IMPROVING A DRIVEWAY ACCESS ACROSS THE EASEMENT TO THE GARDEN
CURRENTLY IN THE EASEMENT OR THE BUILDING, CONSTRUCTING, OR
MAKING ANY USE OF THE TRAILING AREAS IN CONNECTION WITH A DRIVEWAY
DIED THE 23RD DAY OF FEBRUARY 1981.

NOVEMBER 5, 1982.
DATE

PARK CITY APPROVAL

THIS 4TH DAY OF JUNE, A.D., 1988, THE CITY OF PARK CITY, BODY POLITIC, AND CORPORATION OF THE STATE OF UTAH, DO HEREBY APPROVE, AND CONSENT TO THE STATE OF UTAH, WHERE THE PINNIN PINES CONDOMINIUM PRESENT HOMES ARE LOCATED, HEREBY GIVES FINAL APPROVAL TO THE DECLARATION RECORDED CONCURRENTLY WITH THIS DECLARATION AND CONSENTING OF THESE COORDINATE WITH THE UTAH CONDOMINIUM OWNERSHIP ACT.

John C. Thompson
Mayor of Park City

Recorder

NOTE: ALL DISTANCE BUILDING TO PROPERTY PERPENDICULAR TO OR ON THE BEARING DING EXTENDED TO

PURSUANT TO THE UTAH CONDOMINIUM OWNERSHIP ACT, CHARLES DANIELS AND WILLIAM M. ADAMS, THE RECORD OWNERS OF THE REAL PROPERTY DESCRIBED HEREON, DO HEREBY CONSENT TO THE RECORDATION OF THIS DEED OF TRUST MAP FOR THE PINION PINES AUTAH CONDOMINIUM PROJECT, AND CHARLES DANIELS AND WILLIAM M. ADAMS DULY ACKNOWLEDGED TO ME THAT THEY SIGNED IN THEIR BEHALF.

DAN C. SIMONS M. W. MCBRIDE

PINION PINES
"R-1" AND "R-2"
CONDOMINIUM APARTMENT H

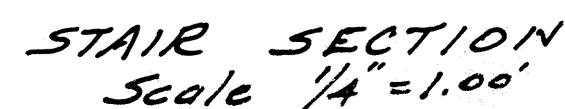
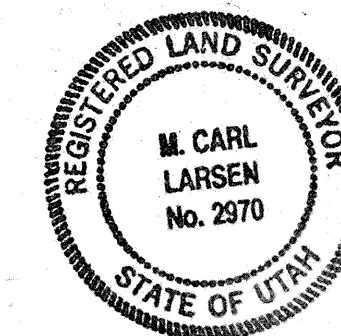
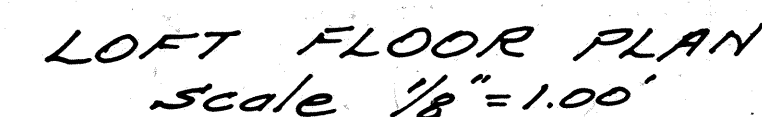
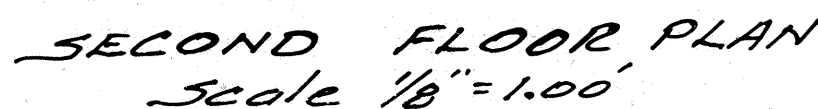
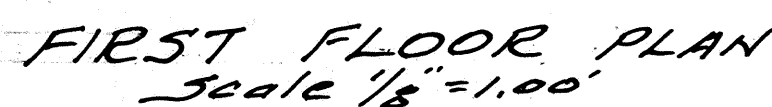
LOCATED IN BLOCK 34 SNYDERS ADDITION TO PARK CITY
NW 1/4, SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
PARK CITY, UTAH

REVISED
SHEET 1

REVISED NOV. 22, 1982
SHEET 1 OF 2 SHEETS

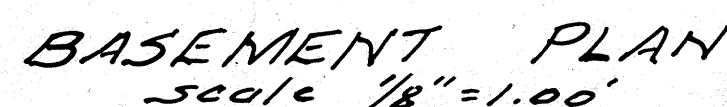
SIGNATURE IN SUMMIT CO
PARK CITY PLANNING
COMMISSION
APPROVED AND ACCEPTED
THIS 1ST DAY OF JUNE, 1984
BY THE PARK CITY PLANNING
COMMISSION.
BY: [Signature]
CHAIRMAN

177, STATE OF UTAH
 RECORDED N° 234744
 STATE OF UTAH, SUMMIT COUNTY,
 RECORDED AND FILED AT THE REQUEST OF
M W McBride and Dan C Simmons
 DATE 6-4-85 TIME 2:15 BOOK PAGE
3600
SEE # Alan Harris
SUMMIT COUNTY RECORDER

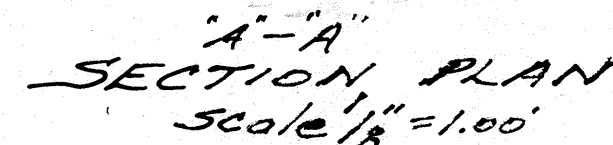


NOTE

AREA UNIT #1121 = 4,848.4 SQ. FT.
AREA UNIT #1127 = 4,776.6 SQ. FT.



10- BENCH MARK = MONUMENT
AT 11TH STREET AND
LOWELL AVENUE ELEVATION
= 7045.41 PARK CITY DATUM.



N = NORTH = 1127
S = SOUTH = 1117

CERTIFICATION

I CERTIFY THAT THE BUILDING SPECIFICATIONS
OF BUILDING OF THE PINION PINES ARE OR
WILL BE AS SHOWN ON THIS MAP.

NDV. 1982
DATE

M. Carl Larsen
M. CARL LARSEN
REGISTERED UTAH LAND SURVEYOR
UTAH CERTIFICATE (LICENSE) N° 2970

BUILDING NOTES

- GENERAL NOTES
- 1- DASHED LINES REPRESENTS THE FOOTING LINES OF THE BUILDING 16" WIDE & 1.00' THICK.
 - 2- ALL FOUNDATION EXTERIOR AND INTERIOR WALLS ARE 0.67' THICK.
 - 3- (A) OUTSIDE WALLS ARE 0.50' THICK.
(B) PARTY WALL IS 1.00' THICK.
 - 4- ALL INTERIOR DIMENSIONS OF BOTH UNITS ARE TO THE INTERIOR SURFACES OF THE WALLS.

LEGEND

-  = PRIVATE OWNERSHIP (UNITS)
 = LIMITED COMMON AREA (GARAGES, PATIO, BALCONY, ASSIGNED PARKING SPACES)
 = COMMON AREA (WALLS, HALLWAYS, STAIRS AND GROUND NOT OCCUPIED BY UNITS)

PINION PINES

CONDOMINIUM APARTMENT HOMES

LOCATED IN BLOCK 34 SNYDER'S ADDITION TO PARK CITY
NW 1/4. SECTION 16

TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN

PARK CITY, UTAH
SITUATE IN SUMMIT COUNTY, STATE OF UTAH

REVISED NOV. 22. 1982

SHEET 2 OF 2 SHEETS

PREPARED BY

LARSEN AND MALMQUIST
CONSULTING ENGINEERS & LAND SURVEYORS
2736 SOUTH 2700 WEST STREET
WEST VALLEY CITY, UTAH, 84119
1-801-972-2634

LHM 0224-825 C.R. Davis NOVEMBER, 1982

RECORDED N° 234744

STATE OF UTAH, SUMMIT COUNTY,

RECORDED AND FILED AT THE REQUEST OF

McW. McBride and Dan C. Lemmon

DATE 6-4-85 TIME 2:15 BOOK PAGE

36.00 Alan Grigg

Planning Commission Staff Report



Subject: Payday Condominiums Amended Plat
Application: PL-20-04725
Author: Brendan Conboy, Senior Planner
Date: May 12, 2021
Type of Item: Administrative – Plat Amendment

Recommendation

Consider forwarding a **positive** recommendation to City Council for a Plat Amendment to clarify developable private residential space within Payday Condominium units by allowing for the conversion or acknowledgement of previously converted Limited Common Areas and Common Areas to Private Ownership as specified on the amended plat by unit type and location.

Description

Applicant: Susan L. Philipp / Payday HOA
Location: 1660 and 1700 Three Kings Drive
Zoning District: Residential Development (RD)
Adjacent Land Uses: Golf Course, Residential (Spiro Condominiums, Temptation Condominiums)
Reason for Review: Plat amendments require Planning Commission review and recommendation and City Council review and action

Acronyms

LMC Land Management Code
RD Residential Development Zoning District
Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Executive Summary

The Payday Condominiums Subdivision is a 36-Lot condominium subdivision containing 51 units (Units 157 through 207) configured in primarily triplex buildings, though there are 6 stand-alone units, on an approximately 5.6-acre site in the Residential Development (RD) zone abutting the Park City Golf Course. The Applicant proposes to amend the subdivision plat to clarify locations where condominium owners may convert or enclose interior and exterior spaces for private residential use within their existing building footprints and to rectify locations where improvements were made outside of platted private residential space. In addition to private residential space, the applicant aims to clarify locations for enclosed storage space for condo owners within portions of unused breezeway corridors on the ground level of buildings.

Background

The Payday Condominium plat was recorded with Summit County on May 30, 1972, by the Treasure Mountain Corporation (Entry No. 116009, See Exhibit B).

In 2018, an owner of one of the Payday Condominium units applied for a Building Permit to remodel their unit and add a small addition. Planning Staff at the time flagged the application because the proposed addition fell outside the platted private residential area for the unit. As it

turns out, the City had approved numerous remodels and additions over the years for other units which fell outside of the individual unit's platted private residential areas that should not have been approved. As a result, in conversing with the Planning Department, the applicant was advised that the best course of action would be to amend the entire plat to address not only the existing plat conflicts, but to clarify the locations within which remaining units may expand or enclose additional private residential space within their platted building footprint.

On October 4, 2019, the Payday Condominium Association completed a vote of the owners for the filing of a plat amendment with 72.12% of votes in favor of the amendment. This exceeded the requirement of 67% of owner approval as required in the Payday Condominium Amended and Restated Declaration of Covenants, Conditions, and Restrictions (CC&Rs).

On December 16, 2020, the applicant submitted an application for a plat amendment. Following discussions with the applicant and revised draft plat materials, the application was deemed complete on February 16, 2021.

The Planning Department has been supportive of the proposal from the outset so long as the proposed areas for expanded residential space are contained wholly within the existing platted building footprint, which is what the applicant proposes with the current application. This plat amendment fairly allocates developable space to those who have not yet expanded their condo units and rectifies existing discrepancies with the plat for units which have already expanded. The plat amendment eliminates the need to otherwise approve piecemeal incremental plat amendments for each individual unit moving forward when condo owners wish to expand their living space. This will save both the City and Payday Condominium owners time and money and provide for a predictable and transparent process for remodels and additions within the subdivision moving forward.

Analysis

The Planning Commission reviews and recommends plat amendments to City Council for final action. Staff recommends the Planning Commission forward a positive recommendation to City Council to approve the proposed plat amendment because the proposal complies with the (I) Residential Development Zoning District requirements; (II) Payday Condominium plat; and (III) LMC § 15-7.1-3(B).

(I) The proposal complies with the Residential Development (RD) Zoning District Requirements outlined in LMC Chapter 15-2.13.

The purposes of the RD Zoning District in LMC § 15-2.13-1 include providing a variety of residential uses that are compatible with the City's development objectives, design standards, and growth capabilities; clustering of development to preserve Open Space; allowing commercial and recreational activities that are in harmony with the residential neighborhoods; minimize automobile impacts on design; promote pedestrian connections; and provide opportunities for variation in architectural design and housing types. Triplex Dwelling and Multi-Unit Dwelling are Conditional Uses in the RD zone, and are subject to provisions of LMC Chapter 15-6, Master Planned Development. While the Payday Condominiums do not have a Conditional Use Permit or Master Planned Development approval, the use was established prior to the current requirements of the LMC and any inconsistencies with the current LMC, such as maximum densities are considered legally Nonconforming.

Setbacks are regulated under LMC [§ 15-2.13-3](#): ans LMC [§ 15-6 Master Planned Developments](#):

Zoning Requirement	Analysis
MPDs may achieve a maximum of 5 Units per acre.	Existing Nonconforming. With 51 units and 5.6 acres, the average density is 9.1 Units per acre. Because the applicant does not propose to alter the number of units/density, staff finds no increase in nonconformity.
MPDs require a minimum 25' setback around the perimeter on all sites greater than 2 acres	Existing Nonconforming While the structures fronting Three Kings Dr. maintain an average setback of approximately 25' from the property line, the interior boundary lot lines have building foundations located as close as 7.4' from the property line, with decks abutting the property line in some instances.
Building Height is based off the zone unless otherwise adjusted by the Planning Commission as part of an MPD approval. RD Zone limits height to 28'	Existing Nonconforming The Triplex Buildings exceed height limitations averaging roughly 35' in height, with certain buildings in excess of 37'.

(II) The proposal complies with the Payday Condominium Plat requirements.

The Payday Condominium Plat established building envelopes for each platted unit. The applicant has provided draft plat maps which demarcate the locations of the original private residential floor area approved with the 1972 plat (Private Ownership Area 'A'), locations within which condominium homeowners have converted interior loft space or outdoor decks/porches (Private Ownership Area 'B'), locations within which condominium owners may expand within the future (Convertible Space Area 'C'), and locations of existing and proposed storage. The applicant provides the following explanation to the Plat legend:

1. **Private Ownership 'A'** means and refers to all the previously existing privately-owned property as shown on the original Map or Maps, property privately owned prior to the Private Ownership Area B Effective Date.

Explanation: Specifically, this is referring to all the private ownership areas documented on the original 1972 plat for Payday.

2. **Private Ownership Area 'B'** means and refers to the property changed from Common Area, or Limited Common Area to Private Ownership which, hereafter, shall for all purposes be considered part of each Unit, as shown on this Amended Map, including by way of illustration but not limitation, private ownership, taxes, assessments, insurance, liability, maintenance, repair and replacement.

*Explanation: Ownership 'B' is any area **currently existing** which was expanded from the time of the original 1972 plat up to the date of this new amended plat.*

Many units back in the late 80's and early 90's expanded their units onto Common Area grounds, Limited Common Area decks, plus expanded within the boundary of their private ownership building area (such as, creating useable living space over lofted dining areas, bedrooms, and capturing useable storage space at sloped roof areas). There is no record for any approval of these past remodels with the City, County or in the Payday HOA files. As part of this amended plat submittal, we show record of our HOA approval to plat these areas as part of the proposed amended plat.

3. **Convertible Space Area 'C'** means and refers to all of the previously existing property (Common Area or Limited Common Area) as shown on the Amended Plat, **and changed to Private Ownership at some point in the future.**

Explanation: Read carefully, this states that Common and Limited Common areas which are within the building footprint as shown on the original 1972 plat can be modified to Private Ownership property at some point in the future. By showing these areas on the amended plat now it simplifies future plat and building permit processes as homeowners are able to remodel. The City Planning Department requested that Payday document and show all possible future convertible space on the amended plat for each unit. This convertible space shall transfer forward to current and future homeowners.

4. **Storage – Existing** (As Shown on Sheets 7,8 & 9)

*Explanation: **These storage areas are existing storage areas which, once again, were built in the late 80's – early 90's** and sit on Common Area and/or Limited Common Area. No record for approval exists with the City, County, or Payday HOA. Again, these areas have now been approved by the HOA under this Plat Amendment submittal.*

5. **Storage – Convertible** (As shown on Sheets 10,11 & 12)

*Explanation: These storage areas are **proposed storage areas** which are located:*

- under a portion of the breezeways for each tri-plex unit*
- underneath various tri-plex units with adequate overhead clearance (Payday units are built on a pier system, whereas there are large open areas beneath some units. These are the areas where we are proposing for storage, so long as reasonable vertical clearances are met for storage, and the areas are integrated architecturally into the building)*
- Single Units (Payday has six single units with no common walls). Four of these units do not have either of the above options for storage. In addition, two single units have existing storage beneath or alongside their units. We propose that four of the single units, without existing storage, be allowed to add a storage area alongside an exterior wall, which would be integrated architecturally into the building.*

As the applicant has explained, and as demonstrated on the draft plat maps, the proposed additional private residential spaces, both Private Ownership Areas B and Private Ownership Areas C, as well as proposed storage locations, are contained within the original platted footprints for the units as described on the various sheets. Staff does note however, that some of the private ownership areas (both B and C) are

shown in areas which are labeled as porch, which seem to fall outside the original platted building footprints for each unit. However, given that the proposed Plat Amendment rectifies existing construction (Areas B) which have enclosed porch space, and given that the proposed plat amendment was initiated at the request of former Planning Department staff, staff does not have concerns about additional porch areas identified as Private Ownership Areas C reserved for future conversion to residential space as this is equitable with other condo owners who enclosed porch space in the past with or without City approval (Areas B).

(III) The proposal complies with LMC § 15-7.1-3(B).

The amendment of a plat or platted elements requires (a) a finding of Good Cause and (b) a finding that no Public Street, Right-of-Way, or easement has been vacated or amended.⁵

(a) Good Cause

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

Staff has determined there is Good Cause for the Plat Amendment because the proposed amendment resolves existing issues and nonconformities, addresses issues related to density within the subdivision, and furthers the health, safety, and welfare of the Park City community.

(b) No Right-of-Way is Vacated and Easements Must be Shown on the Final Plat

Staff finds that the proposed plat amendment complies as no Right-of-Way is Vacated and Easements are shown on the plat.

Department Review

The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application.

Notice

The *Park Record* published notice on April 14, 2021. Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on April 14, 2021. Staff mailed courtesy notice to property owners within 300 feet on April 14, 2021. LMC [§ 15-1-21](#).

Public Input

No public input was received prior to the publication of this staff report.

Exhibits

Exhibit A: Draft Ordinance and Proposed Plat

Exhibit B: Applicant's Revised Plat Drawings
Exhibit C: Applicant Submittal

Ordinance No. 2021-XX

**AN ORDINANCE APPROVING THE PAYDAY CONDOMINIUM (AMENDED) PLAT,
LOCATED AT 1660 AND 1700 THREE KINGS DRIVE, PARK CITY, UTAH.**

WHEREAS, the representative of the owners of the property known as the Payday Condominiums has petitioned the City Council for approval of a request for an amendment to the plat to clarify developable private residential space within Payday Condominium units by allowing for the conversion or acknowledgement of previously converted Limited Common Areas and Common Areas to Private Ownership as specified on the amended plat by unit type and location; and

WHEREAS, on April 14, 2021, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, courtesy notice was sent to all affected property owners on April 14, 2021 and legal notice was published in the Park Record and Public Notice Website; and

WHEREAS, the Planning Commission held a public hearing on May 12, 2021, to receive input on the amended plat;

WHEREAS, the Planning Commission, on May 12, 2021, forwarded a [REDACTED] recommendation to the City Council; and,

WHEREAS, on [REDACTED], the City Council held a public hearing on the amended plat; and

WHEREAS, it is in the best interest of Park City, Utah, to approve the Payday Condominium (Amended) plat to reflect as-built conditions and allow owners to expand private residential space without increasing the building footprint or parking requirements beyond existing conditions; and

WHEREAS, Staff finds that the plat will not cause undue harm to adjacent property owners and all requirements of the Land Management Code for any future development can be met.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Payday Condominium (Amended) plat, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 7195 1660 and 1700 Three Kings Drive.
2. The Payday Condominium plat was recorded with Summit County on May 30, 1972.
3. The Payday Condominiums subdivision contains 36 lots and 51 units.
4. In 2018 Planning Department staff informed representatives of the Payday Condominiums Association that a plat amendment would be required in order to rectify existing inconsistencies and clarify locations for future expansion in units which had not expanded.
5. The proposed amendment is consistent with the purpose statements of the RD zoning district.
6. All construction is proposed within the existing building envelope.
7. Parking is not affected by potential additions.

Conclusions of Law:

1. There is good cause for this amendment to the plat.
2. The amended plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions of approval, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the amended plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. No building permit may be granted until after this plat amendment has been recorded.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this --- day of ----, 2021.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1

SURVEYOR'S CERTIFICATE

I, ROBERT D. WOOD, a Surveyor, do hereby certify that the foregoing plat was prepared by me or under my direct supervision and that I am a duly licensed Surveyor of the State of Mississippi.

Witness my hand and seal of office at Jackson, Mississippi, this 15th day of May, 1971.

ROBERT D. WOOD
Surveyor

WITH ALL SURVEYING DATA FROM
PLATS AND RECORDS IN THE PUBLIC
OFFICE OF THE SURVEYOR OF THE
STATE OF MISSISSIPPI, THE
PLAT IS CORRECT AND COMPLETE.

DATE: MAY 15, 1971

THE CORNER
OF THE
SECTION 16, T. 34 N., R. 10 E., S. 10 W.,
IS CORRECTLY LOCATED.

Scale: 1" = 100'

OWNER'S CERTIFICATE OF CONSENT TO RECORD

I, the undersigned, do hereby certify that I am the owner of the above described property and that I consent to the recording of the foregoing plat.

WITNESSED BY ME AND BY TWO OTHERS, the day and date first above written.

Owner

ACKNOWLEDGMENT

STATE OF MISSISSIPPI } ss
BEFORE ME, the undersigned authority, on this 15th day of May, 1971, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Jackson, Mississippi, this 15th day of May, 1971.

Notary Public

RECORDED IN BOOK

BOOK 16, PAGE 15

DATE: MAY 15, 1971

RECORDED IN BOOK

BOOK 16, PAGE 15

DATE: MAY 15, 1971

FIRST LEVEL PLAN

SECOND LEVEL PLAN

THIRD LEVEL PLAN

FOURTH LEVEL PLAN

TRIPLEX BUILDING TYPE "A/R," "B/R," "C/R" (REVERSE) BUILDINGS NO. 12, 3, 12, 15 & 18

FRONT ELEVATION

SIDE ELEVATION

REAR ELEVATION

NO.	UNIT	AREA	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT	PERCENT
1	BR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
2	CR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
3	AR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
4	BR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
5	CR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
6	AR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
7	BR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
8	CR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
9	AR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
10	BR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
11	CR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
12	AR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
13	BR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
14	CR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
15	AR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
16	BR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
17	CR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
18	AR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00

NOTES:

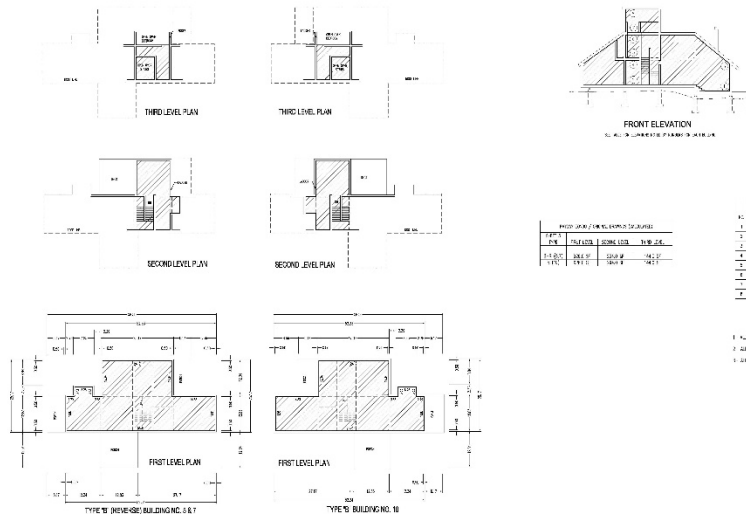
1. All dimensions are in feet and inches.
2. All dimensions are to the center of the wall.
3. All dimensions are to the center of the door.
4. All dimensions are to the center of the window.
5. All dimensions are to the center of the roof.
6. All dimensions are to the center of the floor.
7. All dimensions are to the center of the ceiling.
8. All dimensions are to the center of the foundation.
9. All dimensions are to the center of the base.
10. All dimensions are to the center of the top.
11. All dimensions are to the center of the bottom.
12. All dimensions are to the center of the side.
13. All dimensions are to the center of the end.
14. All dimensions are to the center of the front.
15. All dimensions are to the center of the back.
16. All dimensions are to the center of the left.
17. All dimensions are to the center of the right.
18. All dimensions are to the center of the top.
19. All dimensions are to the center of the bottom.
20. All dimensions are to the center of the side.
21. All dimensions are to the center of the end.
22. All dimensions are to the center of the front.
23. All dimensions are to the center of the back.
24. All dimensions are to the center of the left.
25. All dimensions are to the center of the right.

NOTES:

1. All dimensions are in feet and inches.
2. All dimensions are to the center of the wall.
3. All dimensions are to the center of the door.
4. All dimensions are to the center of the window.
5. All dimensions are to the center of the roof.
6. All dimensions are to the center of the floor.
7. All dimensions are to the center of the ceiling.
8. All dimensions are to the center of the foundation.
9. All dimensions are to the center of the base.
10. All dimensions are to the center of the top.
11. All dimensions are to the center of the bottom.
12. All dimensions are to the center of the side.
13. All dimensions are to the center of the end.
14. All dimensions are to the center of the front.
15. All dimensions are to the center of the back.
16. All dimensions are to the center of the left.
17. All dimensions are to the center of the right.
18. All dimensions are to the center of the top.
19. All dimensions are to the center of the bottom.
20. All dimensions are to the center of the side.
21. All dimensions are to the center of the end.
22. All dimensions are to the center of the front.
23. All dimensions are to the center of the back.
24. All dimensions are to the center of the left.
25. All dimensions are to the center of the right.

NOTES:

1. All dimensions are in feet and inches.
2. All dimensions are to the center of the wall.
3. All dimensions are to the center of the door.
4. All dimensions are to the center of the window.
5. All dimensions are to the center of the roof.
6. All dimensions are to the center of the floor.
7. All dimensions are to the center of the ceiling.
8. All dimensions are to the center of the foundation.
9. All dimensions are to the center of the base.
10. All dimensions are to the center of the top.
11. All dimensions are to the center of the bottom.
12. All dimensions are to the center of the side.
13. All dimensions are to the center of the end.
14. All dimensions are to the center of the front.
15. All dimensions are to the center of the back.
16. All dimensions are to the center of the left.
17. All dimensions are to the center of the right.
-



Legend:

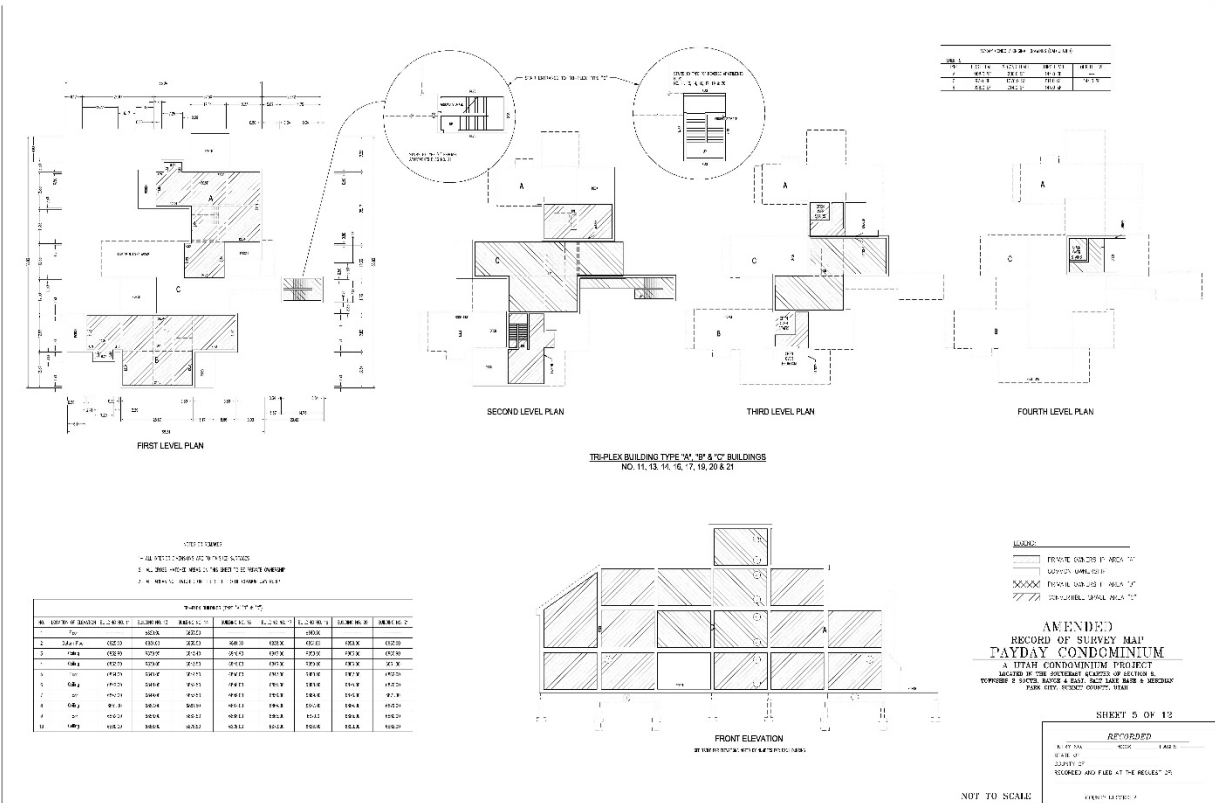
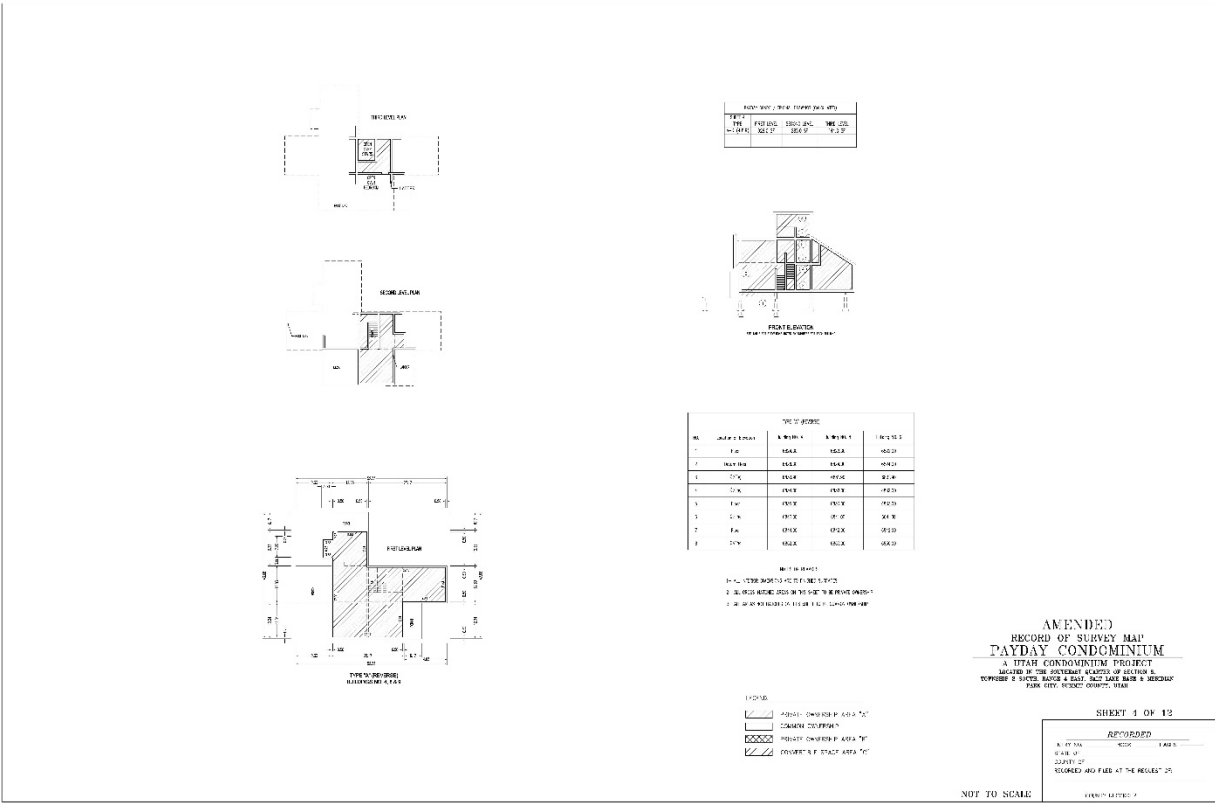
	PROCESSED TO FILL AREA "A"
	CONCRETE CURB/CHUTE
	PROCESSED TO FILL AREA "B"
	CONCRETE CURB/CHUTE

AMENDED
RECORD OF SURVEY MAP
PAYDAY CONDOMINIUM
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN & MOUNTAIN

SHEET 3 OF 12

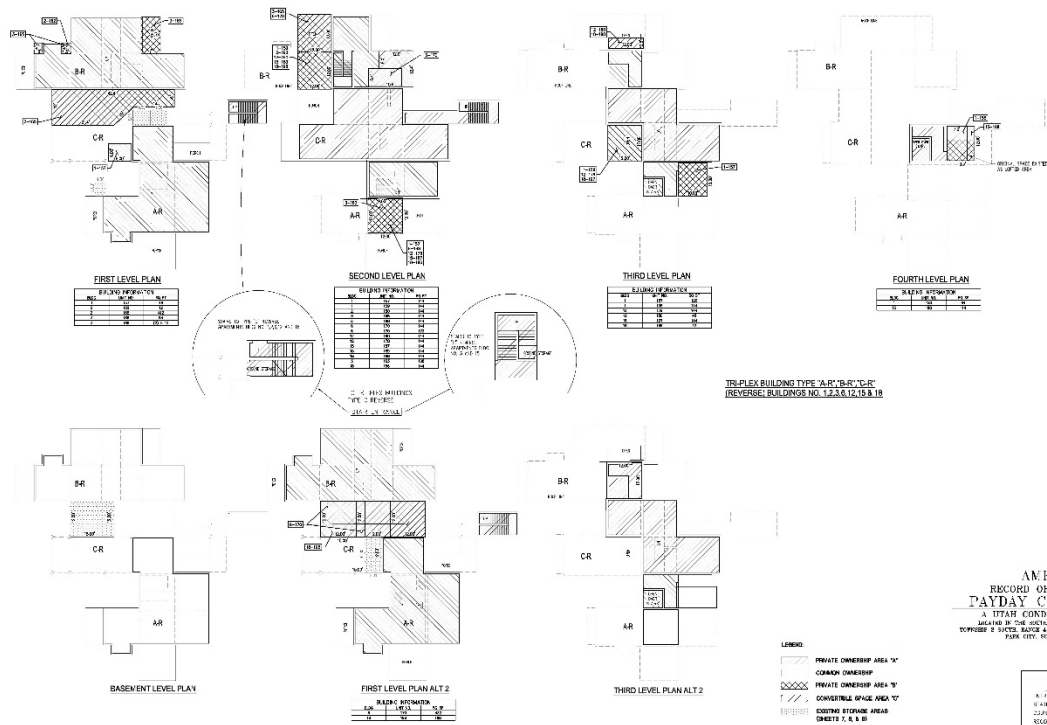
NOT TO SCALE

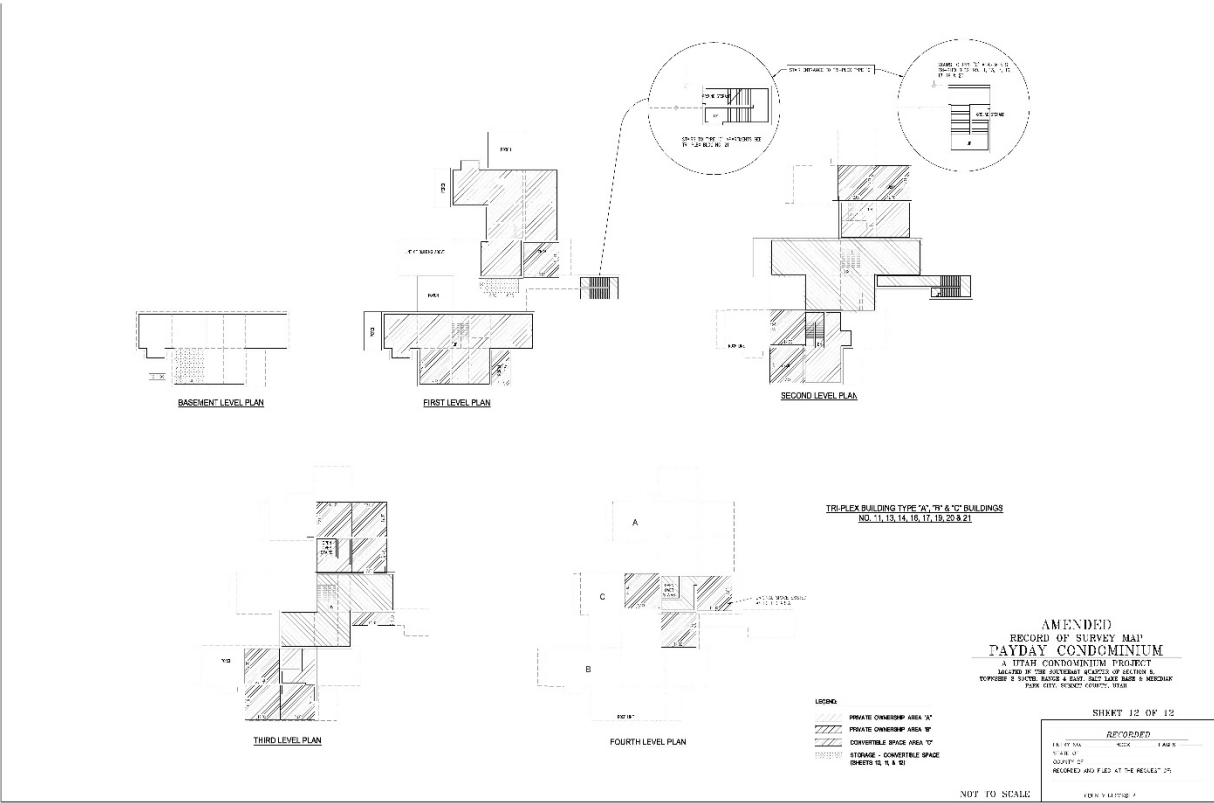
RECEIVED: 18 FEBRUARY 1997





SHEET 6a OF 12





PAYDAY CONDOMINIUM PLAT AMENDMENT

Project Intent & Scope of Work

12/16/20

Payday Condominiums was notified by the City in 2018 that one particular condo unit submitted for building permit review showed discrepancies between existing conditions and conditions documented on the original plat. During this period of correspondence with the City, it was discovered that several other units with such noted conditions existed. Payday was instructed by the City to file an amended plat to update the existing conditions where past homeowners had remodeled private ownership space onto common area. No prior HOA approvals or amended plats existed for these remodels onto common area, thus it can be assumed that there was no HOA vote process in the past.

Since condominium ownership has cycled several times for most of the condos since the early 1970's, it became apparent to Payday Board of Trustees that there could be contention among homeowners who now owned these expanded condos and homeowners who owned condos with original square footage. In 2019, Payday Board of Trustees presented to the City the concept to allow remodel additions for various homeowners at specific areas. The City communicated that they would be open to such an idea so long as the building additions did not expand beyond the original platted building footprint. Thus, Payday proceeded with hiring an engineer to document the existing conditions, plus present the future remodel additions (referenced as Convertible Space), on the proposed amended plat.

Payday has several areas where homeowners might successfully add remodel areas to their units. These areas have been identified as Convertible Space in the proposed Amended Plat on pages 10 – 12. These areas consist of the following:

- Two-story vaulted interior spaces
- Covered Entryways
- 2nd Story Deck over Kitchens adjacent to the Master Bedroom
- Flat and/or sloped roof areas (Payday has steep roof slopes and some of these conditions could be modified to allow for better usable living space so long as the modifications do not exceed maximum building height allowance and obstruct views from adjoining units)

The proposed convertible space allowance could transfer now, and in the future to homeowners with no deadline for build-out. This allows the City planning and building department process to be streamlined, whereas all considerations for future building applications would be referenced to the amended plat. In addition, there are so many unforeseen circumstances for setting a timeline for build-out. This past year with the pandemic is a perfect example.

Payday Condominiums was one of the early Park City developments, and we have been told that it was likely part of the Park City golf course PUD. There is on-grade only parking with 72 spaces for 51 units. With newer transportation opportunities, we are seeing fewer cars per household/unit. Payday is located on the bus route and steps to the slopes, hiking and golf course eliminating some vehicle traffic. Looking forward we recognize that the addition of one bedroom/bath, or enlarging a twin bedroom to fit a queen/king as we consider the convertible spaces, would not strain the existing parking conditions at Payday. In addition, summer months indicate many people are using their bicycles for local transportation.

The challenge which Payday faces constantly is storage for bicycles and other items. The square footage of Payday units is small; on pages 10 – 12 we are showing various areas where we could construct storage areas for homeowners. Most of these proposed areas are in the breezeways below the upper level units and under some of the units which are raised above ground where there exists adequate head room for storage. The breezeways and areas under the raised units are dead zones at Payday. Nothing will grow in these dark covered areas, and they are undesirable spaces for any recreation. Storage at these areas seems like an ideal use of space. We propose that the storage areas would be integrated into the buildings versus free-standing, and constructed to match existing Payday architecture and exterior materials.

Also, during our initial meetings and conversations with the City, we inquired about being able to enlarge some of the 6' x 12' decks to accommodate spas. At the time, the City was open to allow for extending decks to allow for spas. We have not indicated deck areas on the amended plat drawings since this was not requested, nor necessary for an amended plat. We propose that deck additions would be handled through the building department process.

We thank the City Planning Departments for their consideration to the Payday Condominium Amended Plat submittal.

Thank you,

Payday Board of Trustees

SURVEYOR'S CERTIFICATE

I, ROBERT B. JONES, A REGISTERED UTAH LAND SURVEYOR, HOLDING CERTIFICATE (LICENSE) N° 1525, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING AT A POINT NORTH 1061.01 FEET AND WEST 813.22 FEET FROM THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 19°40'30" WEST 347.05 FEET TO A POINT OF A CURVE TO THE LEFT THE CENTER OF WHICH IS SOUTH 70°19'30" WEST 495.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 266.155 FEET; THENCE NORTH 32°47'40" EAST 137.21 FEET; THENCE NORTH 16°45' EAST 108.00 FEET; THENCE NORTH 58°25' EAST 102.84 FEET; THENCE SOUTH 64°20' EAST 294.65 FEET; THENCE SOUTH 17°20' EAST 67.00 FEET; THENCE SOUTH 5°40' WEST 171.00 FEET; THENCE SOUTH 18°40' EAST 75.00 FEET; THENCE SOUTH 18°00' WEST 98.00 FEET; THENCE SOUTH 2°00' WEST 141.00 FEET; THENCE SOUTH 12°25' WEST 93.00 FEET; THENCE SOUTH 70°19'30" WEST 171.00 FEET TO THE POINT OF BEGINNING. CONTAINS 5.26 ACRES.

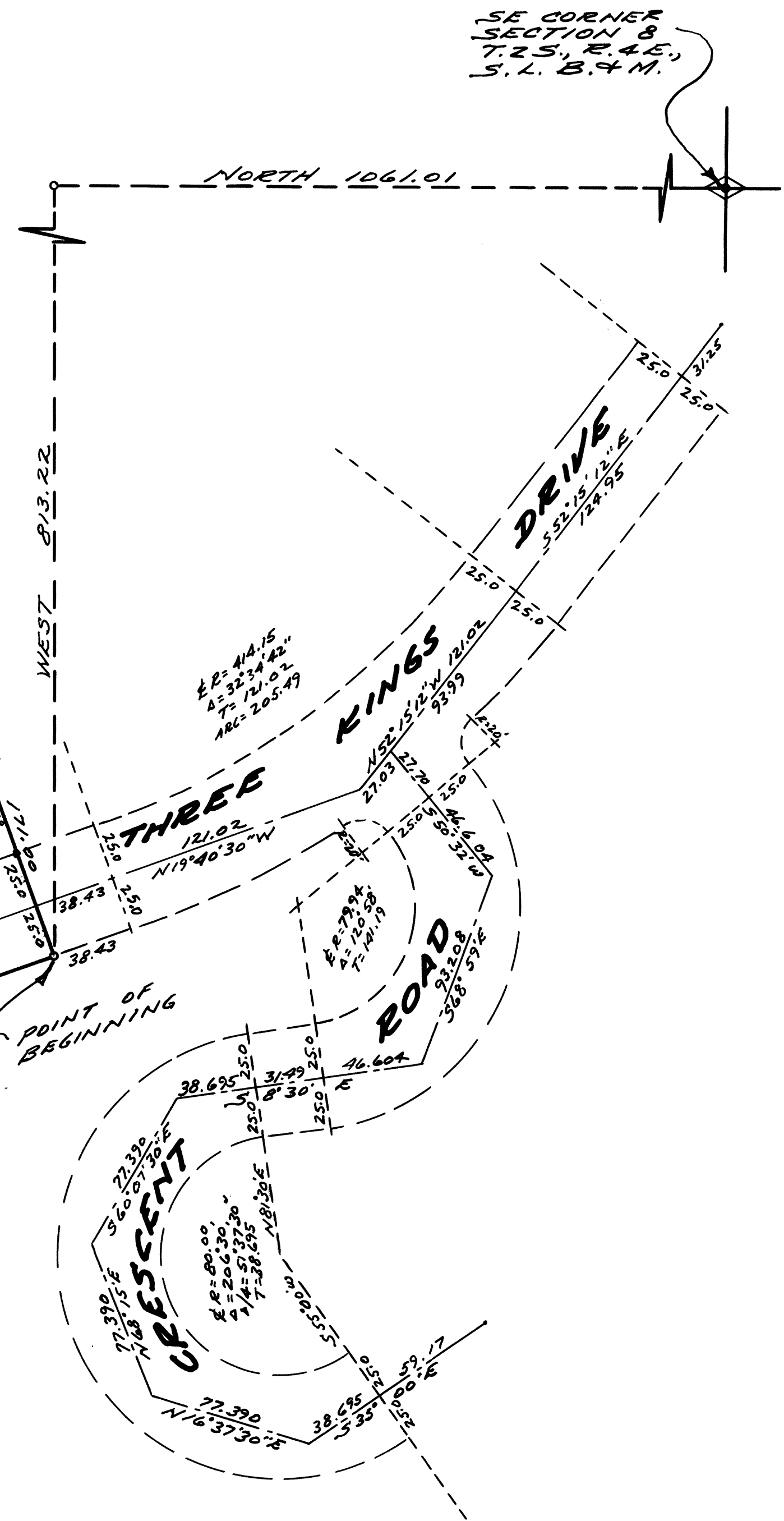
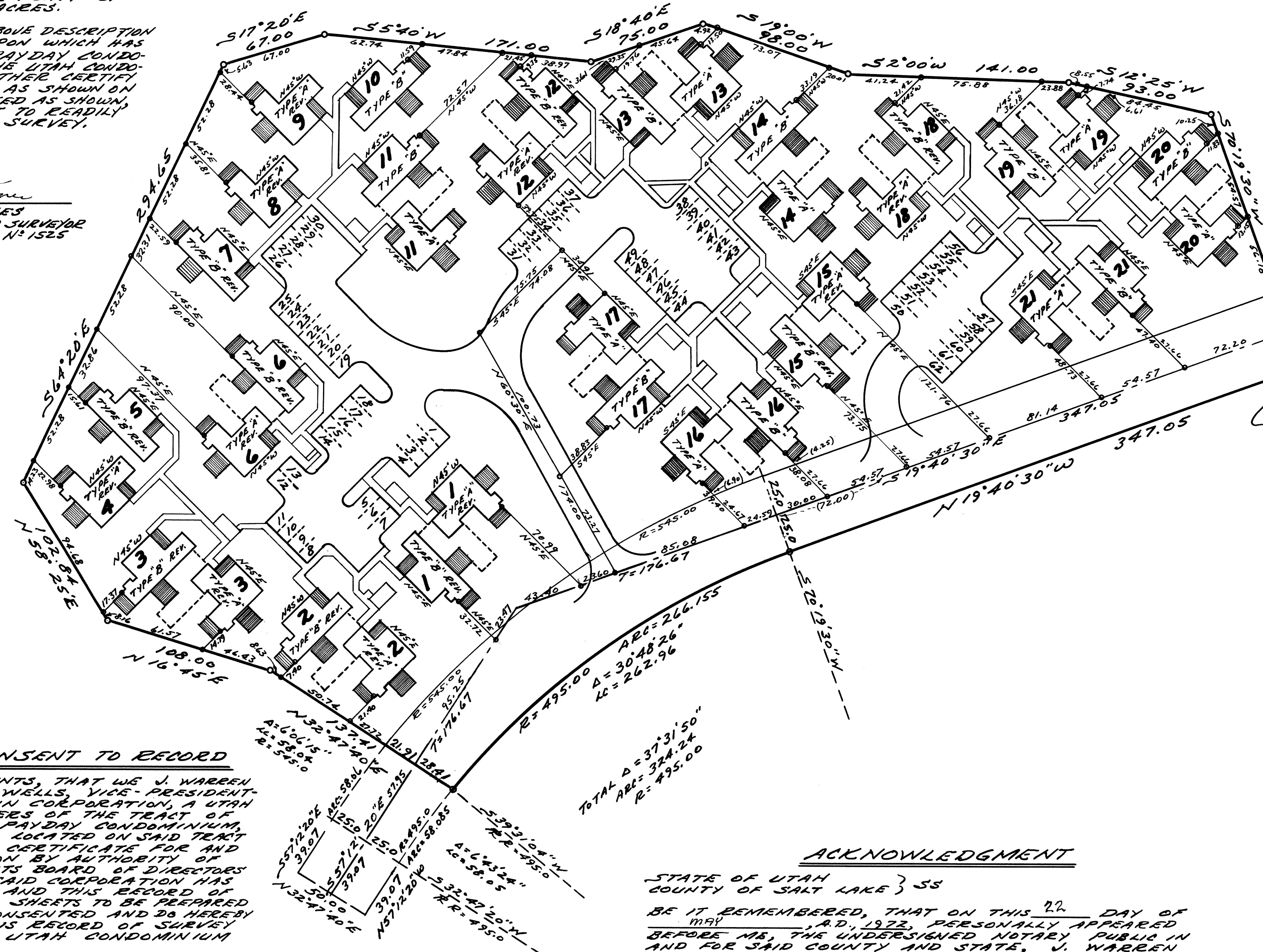
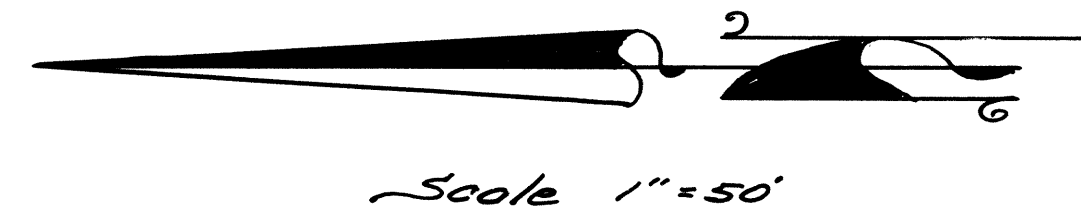
I FURTHER CERTIFY THAT THE ABOVE DESCRIPTION DESCRIBES THE LAND SURFACE UPON WHICH HAS BEEN OR WILL BE CONSTRUCTED PAYDAY CONDOMINIUM, IN ACCORDANCE WITH THE UTAH CONDOMINIUM OWNERSHIP ACT. I FURTHER CERTIFY THAT THE REFERENCE MARKERS AS SHOWN ON THIS PLAT ARE OR WILL BE LOCATED AS SHOWN, AND ARE OR WILL BE SUFFICIENT TO READILY RETRACE OR RE-ESTABLISH THIS SURVEY.

May 23, 1972
DATED
SALT LAKE COUNTY, UTAH

ROBERT B. JONES
UTAH REGISTERED LAND SURVEYOR
CERTIFICATE (LICENSE) N° 1525

NOTE: ALL DISTANCES SHOWN FROM BUILDINGS TO PROPERTY LINES ARE EITHER PERPENDICULAR TO THE PROPERTY LINES OR ON THE BEARING OF THE BUILDING EXTENDED TO THE PROPERTY LINE.
NOTE: ALL BUILDING TIES ARE 45° BEARING.

I, ROBERT B. JONES, DO HEREBY CERTIFY THAT THE BUILDING FOUNDATIONS AND FRAMEWORK ARE IN OR UNDER CONSTRUCTION AS SHOWN.
May 23, 1972
DATE
ROBERT B. JONES
SURVEYOR



OWNER'S CERTIFICATE OF CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS, THAT WE J. WARREN KING, PRESIDENT AND ROBERT W. WELLS, VICE-PRESIDENT-TREASURER OF TREASURE MOUNTAIN CORPORATION, A UTAH CORPORATION, WHO ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREBY AND PAYDAY CONDOMINIUM, A UTAH CONDOMINIUM PROJECT, LOCATED ON SAID TRACT OF LAND, DO HEREBY MAKE THIS CERTIFICATE FOR AND ON BEHALF OF SAID CORPORATION BY AUTHORITY OF DULY PASSED RESOLUTIONS BY ITS BOARD OF DIRECTORS OF SAID CORPORATION, THAT SAID CORPORATION HAS CAUSED A SURVEY TO BE MADE AND THIS RECORD OF SURVEY MAP CONSISTING OF 5 SHEETS TO BE PREPARED AND SAID CORPORATION HAS CONSENTED AND DO HEREBY CONSENT TO RECORDATION OF THIS RECORD OF SURVEY MAP IN ACCORDANCE WITH THE UTAH CONDOMINIUM OWNERSHIP ACT.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 22 DAY OF MAY, A.D., 1972.

TREASURE MOUNTAIN CORPORATION
(A UTAH CORPORATION)

J. Warren King
PRESIDENT
Robert W. Wells
VICE-PRESIDENT - TREASURER

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } SS
BE IT REMEMBERED, THAT ON THIS 22 DAY OF MAY, A.D., 1972, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, J. WARREN KING, PRESIDENT, AND ROBERT W. WELLS, VICE-PRESIDENT-TREASURER OF TREASURE MOUNTAIN CORPORATION, A UTAH CORPORATION, WHO BEING BY ME DULY SWORN DID SAY THAT THEY ARE THE PRESIDENT AND VICE-PRESIDENT-TREASURER OF SAID CORPORATION, AND THAT THE WITHIN AND FOREGOING OWNER'S CERTIFICATE OF CONSENT TO RECORD WAS SIGNED FOR AND IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BY-LAWS AND A RESOLUTION DULY PASSED BY ITS BOARD OF DIRECTORS, AND J. WARREN KING AND ROBERT W. WELLS DULY ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.
MY COMMISSION EXPIRES: June 15, 1975
DATE

J. Warren King
NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY, UTAH

PREPARED BY
BUSH & GUDGELL, INC.
ENGINEERS & SURVEYORS
555 SOUTH 3RD EAST ST.
SALT LAKE CITY, UTAH
84111
BEG# 25356 B.R. DATE MARCH 72

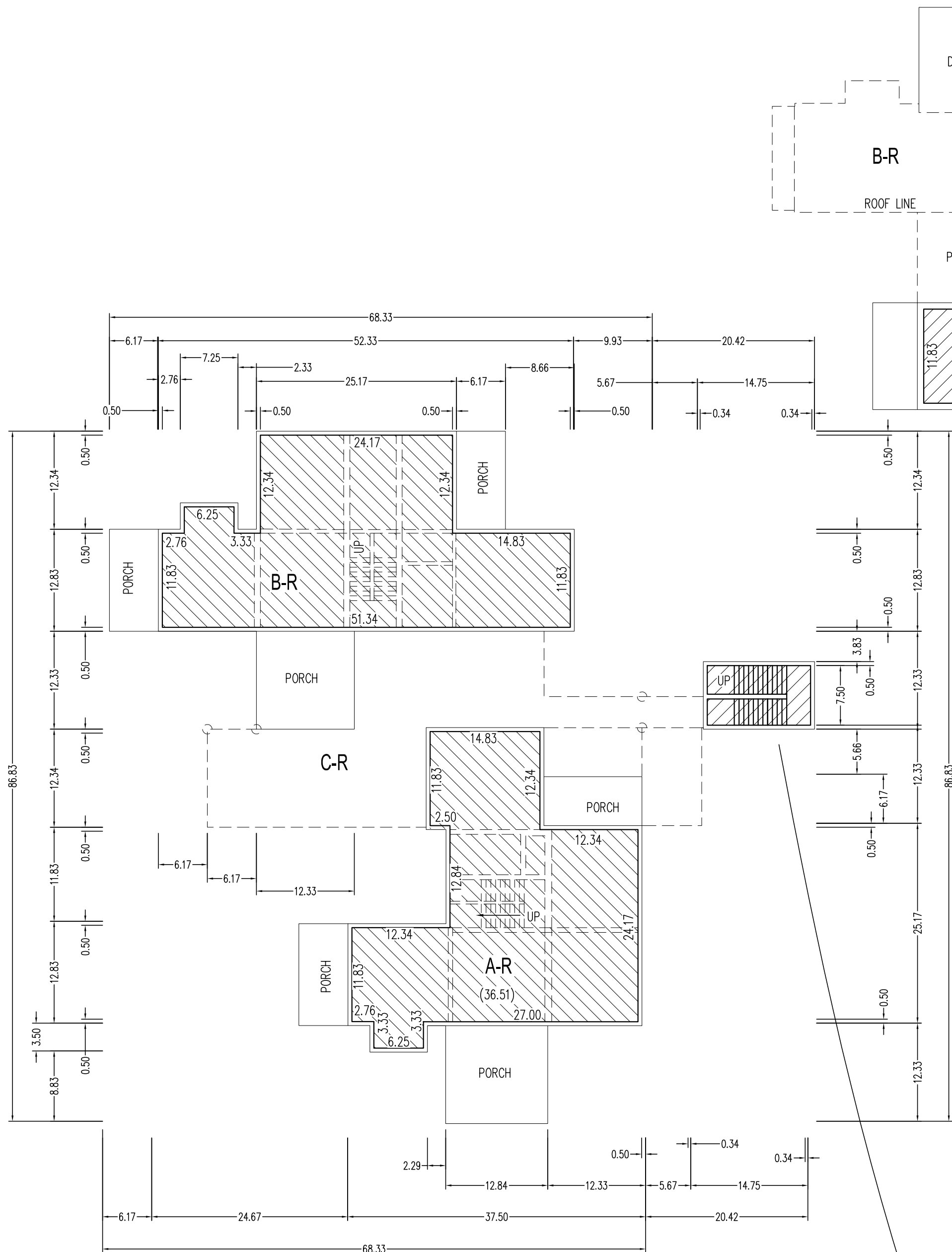
SHEET
1
OF
5
SHEETS

RECORDED N° 116009
STATE OF UTAH, COUNTY OF SUMMIT; RECORDED AND FILED AT THE REQUEST OF:
Treasure Mountain Corp
DATE May 30, 1972 TIME 3:21 P.M. BOOK - PAGE -
16.30
Wanda Y. Spriggs
SUMMIT COUNTY RECORDER

EXHIBIT "A"
RECORD OF SURVEY MAP OF
PAYDAY CONDOMINIUM
"A UTAH CONDOMINIUM PROJECT"
LOCATED IN THE SE 1/4 OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN

Entry No. 116125 Book Filed
RECORDED 6-2-73 at 11:43 AM Page Filed
REQUEST of Treasure Mt. Corp
FEE \$ 16.30 Wanda Y. Spriggs, SUMMIT CO. RECORDER
INDEXED ABSTRACT

PAYDAY CONDOMINIUM (AMENDED)

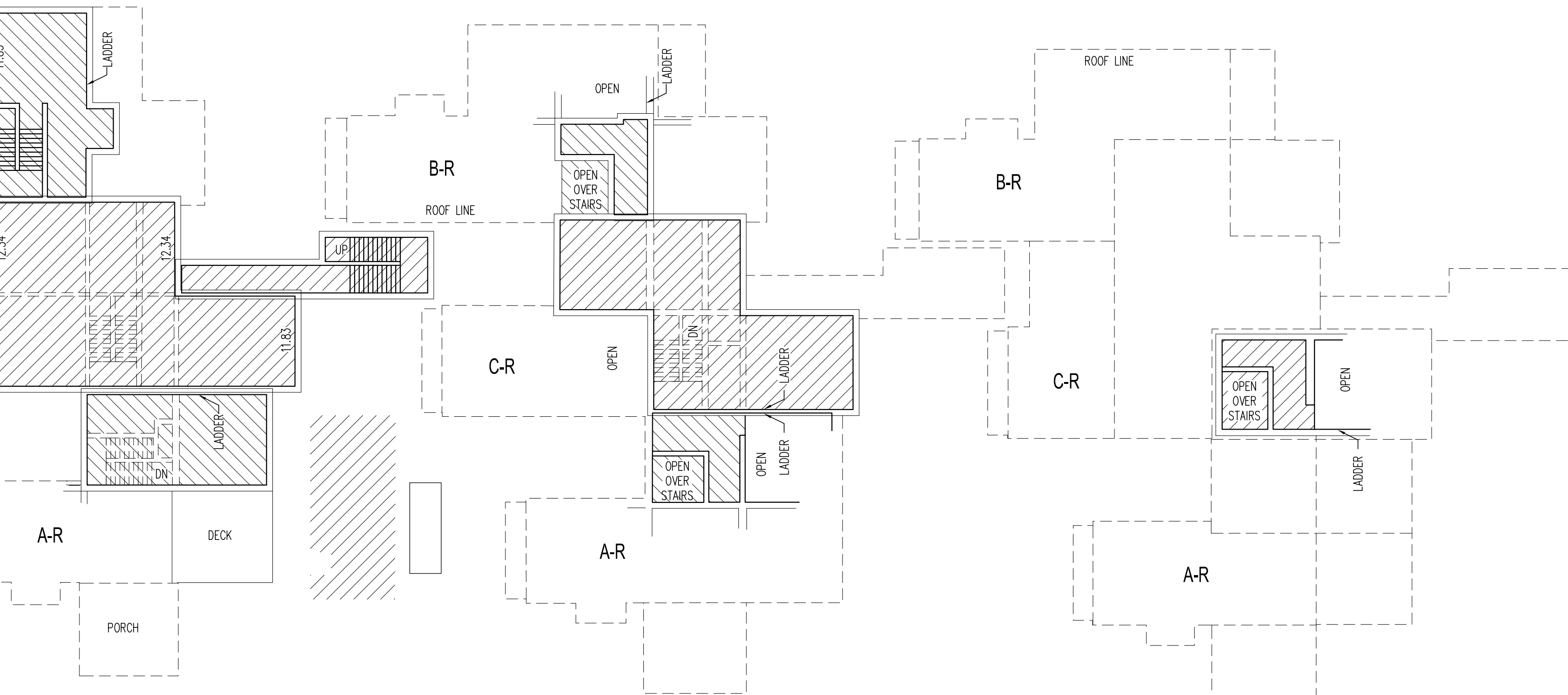


FIRST LEVEL PLAN

NOTES OR REMARKS

- 1- ALL INTERIOR DIMENSIONS ARE TO THE FINISHED SURFACES
- 2- ALL CROSS-HATCHED AREAS ON THIS SHEET TO BE PRIVATE OWNERSHIP
- 3- ALL AREAS NOT CROSS-HATCHED ON THIS SHEET TO BE COMMON OWNERSHIP

TRI-PLEX BUILDINGS (TYPE "A"-REVERSE, TYPE "B"-REVERSE & TYPE "C"-REVERSE)							
NO.	LOCATION OF FLOOR	BUILDING NO. 1	BUILDING NO. 2	BUILDING NO. 3	BUILDING NO. 6	BUILDING NO. 12	BUILDING NO. 15
1	Floor	-----	-----	-----	6824.50	6836.00	6843.00
2	Datum Floor	6831.00	6829.00	6829.00	6826.50	6828.00	6843.00
3	Ceiling	6838.90	6836.90	6836.90	6834.40	6835.90	6850.90
4	Ceiling	6839.00	6837.00	6837.00	6834.50	6836.00	6851.00
5	Floor	6840.00	6838.00	6838.00	6835.50	6837.00	6852.00
6	Ceiling	6848.00	6846.00	6846.00	6843.50	6845.00	6860.00
7	Floor	6849.00	6847.00	6847.00	6844.50	6846.00	6861.00
8	Ceiling	6858.00	6856.00	6856.00	6853.50	6854.00	6869.00
9	Floor	6858.00	6856.00	6856.00	6853.50	6855.00	6870.00
10	Ceiling	6866.00	6864.00	6864.00	6861.50	6863.00	6880.00

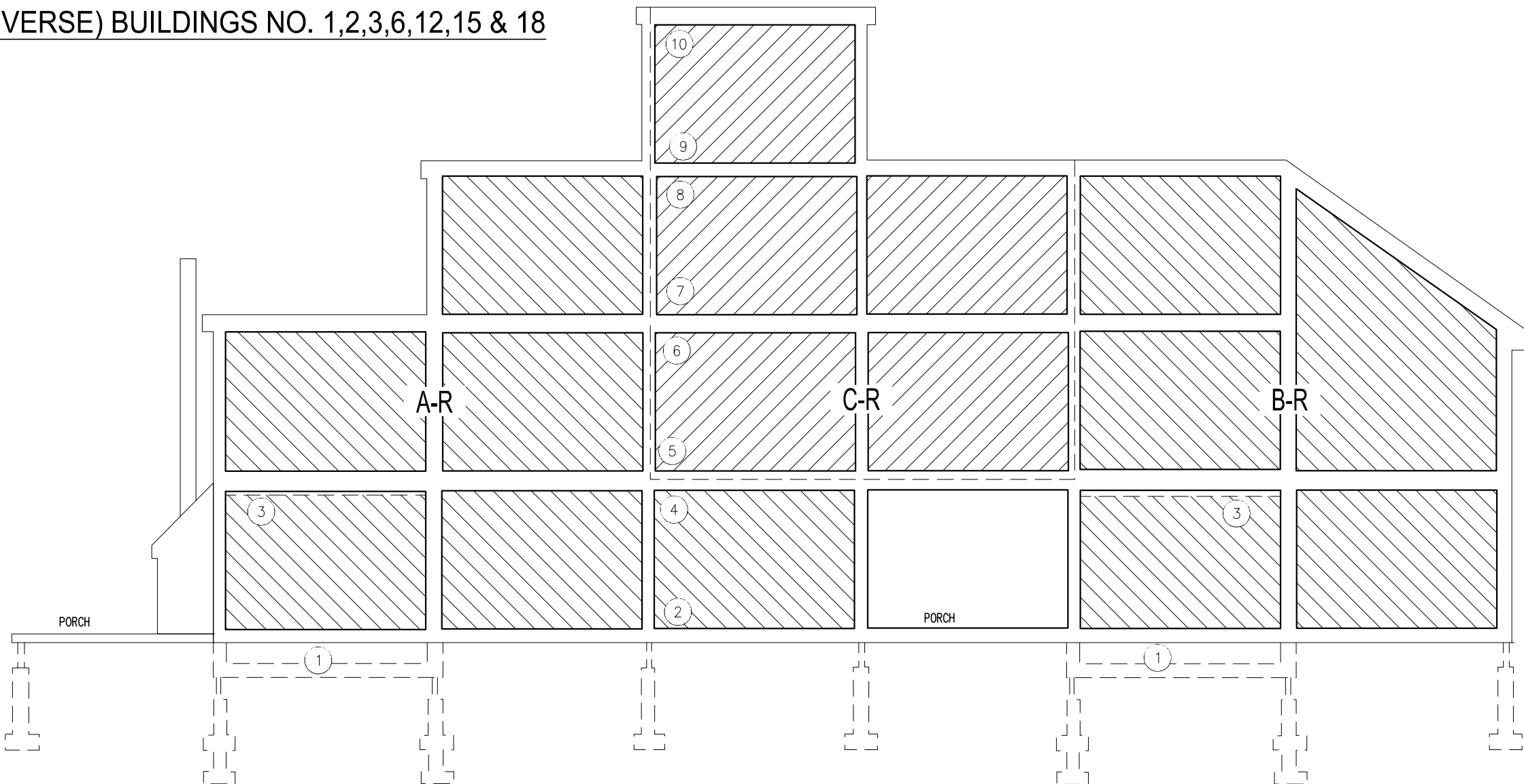


SECOND LEVEL PLAN

THIRD LEVEL PLAN

TRI-PLEX BUILDING TYPE "A-R","B-R","C-R" (REVERSE) BUILDINGS NO. 1,2,3,6,12,15 & 18

PAYDAY CONDO / ORIGINAL DRAWINGS (CALCULATED)				
SHEET 7	TYPE	FIRST LEVEL	SECOND LEVEL	THIRD LEVEL
	B-R	962.0 SF	316.0 SF	144.0 SF
	C-R	97.0 SF	1076.0 SF	611.0 SF
	A-R	908.0 SF	280.0 SF	144.0 SF



FRONT ELEVATION

SEE TABLE FOR ELEVATIONS NOTED BY NUMBERS FOR EACH BUILDING

LEGEND:

- PRIVATE OWNERSHIP AREA "A"
- COMMON OWNERSHIP
- PRIVATE OWNERSHIP AREA "B"
- CONVERTIBLE SPACE AREA "C"

NOT TO SCALE

SHEET 2 OF 12

SURVEYOR'S CERTIFICATE

I, Brian D. Arnold, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 187007 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the unit owners(s), at the PAYDAY CONDOMINIUM PROJECT acting as a group in accordance with the Declaration of Covenants, Conditions, and Restrictions for PAYDAY CONDOMINIUM, a Utah Condominium Project, this Amended Record of Survey Map of PAYDAY CONDOMINIUM, which consists of sheets 2 thru 12, in accordance with the provisions of Section 57-8-13(1) of the Utah Condominium Ownership Act. I further certify the information shown hereon is accurate and correct.



Brian D. Arnold, LS #187007

Date

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, the undersigned owner(s) of the herein as described tract of land, hereby certify that they have caused this survey to be made and this Amended Record of Survey Map to be prepared consent to the recordation of this Amended Record of Survey Map.

Susan Philipp, President

PAYDAY CONDOMINIUM Homeowners Association, Inc.

Date

ACKNOWLEDGMENT

State of _____ ss:
County of _____

On this _____ day of _____, 2020, personally appeared before me, the undersigned Notary Public, in and for said County and State, Susan Philipp, being duly sworn, acknowledged to me that she is the president of the PAYDAY CONDOMINIUM Homeowners Association, Inc., and that she signed the above Owner's Dedication and Consent to Record for, on, and in behalf of all the unit owners at the PAYDAY CONDOMINIUM Project acting as a group (under the name PAYDAY CONDOMINIUM Homeowners Association, Inc.) in accordance with the Utah Condominium Ownership Act, U.C.A., Section 57-1-1 et seq. (1963) as amended and supplemented, and Declaration of Covenants, Conditions, and Restrictions for PAYDAY CONDOMINIUM.

Notary Public

Residing in: _____

My commission expires: _____

NOTES:

- This Amended Record of Survey Map is an Amendment of sheets 2, 3, 4, and 5 of the PAYDAY CONDOMINIUM, recorded June 2, 1972, as Entry #116125 in the Summit County Records Office. Sheet 1, shall remain intact.
- All other conditions of approval of the PAYDAY CONDOMINIUM project continue to apply.
- Recorded concurrently herewith the Corrected Amendment to the Condominium Declaration for PAYDAY CONDOMINIUM. This Amended Record of Survey Map has been prepared in connection with said Amended Declaration which provides for, but not limited to, the following:
"Private Ownership Area A" means and refers to all of the previously existing privately-owned property as shown on the original Map or Maps, property privately owned prior to the Private Ownership Area B Effective Date.
"Private Ownership Area B" means and refers to the property changed from Common Area, or Limited Common Area to Private Ownership which, hereafter, shall for all purposes be considered part of each Unit, as shown on this Amended Map, including by way of illustration but not limitation private ownership, taxes, assessments, insurance, liability, maintenance, repair and replacement.
"Convertible Space Area C" means and refers to all of the previously existing property (Common Area, or Limited Common Area) as shown on the Amended plat, and changed to Private Ownership at some point in the future.
- The dimensions of the private spaces and square footage calculations are based on the Record of Survey Map of "PAYDAY CONDOMINIUM" (see Note 1), and on measurements in the field. Minor variations may occur. It is the intent that the private ownership area of the units will be as constructed. In all cases where necessary in the opinion of the Community Development Department, a certified survey will be required prior to issuance of a building permit to verify setbacks or other Land Management Code regulations.
- The conversion of Common Area and/or Limited Common Area to "Private Ownership Area B" was approved October 4, 2019 the PAYDAY CONDOMINIUM unit owners. Record of the unit owners approval is not on file with the PAYDAY Homeowners Association, Inc.

AMENDED
RECORD OF SURVEY MAP
PAYDAY CONDOMINIUM

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, T2S, R4E,
SALT LAKE BASE & MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH

PSOMAS
4179 South Riverboat Road, Suite 200
Salt Lake City, Utah 84123
(801) 270-5777 (801) 270-5782 (FAX)

**SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT**
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
WATER RECLAMATION DISTRICT STANDARDS ON THIS _____
DAY OF _____, 2020 A.D.
BY _____
S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS _____
DAY OF _____, 2020.
BY _____
CHAIRMAN

CITY ENGINEER
THIS PLAT IS IN ACCORDANCE WITH INFORMATION ON
FILE IN THE PARK CITY ENGINEERING DEPARTMENT.
THIS _____, DAY OF _____, 2020.
BY _____
CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2020.
BY _____
PARK CITY ATTORNEY

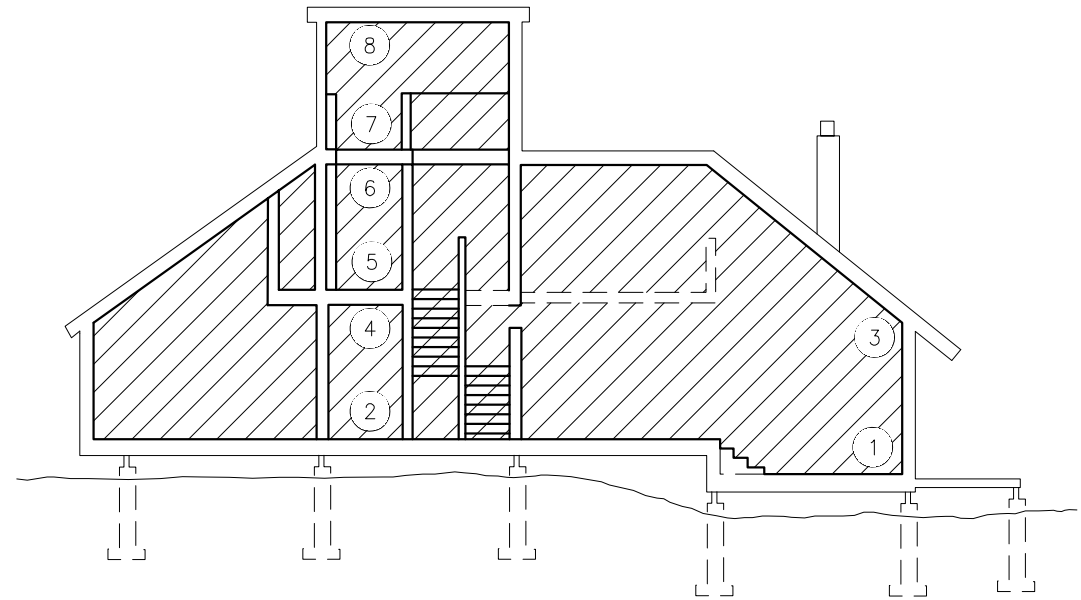
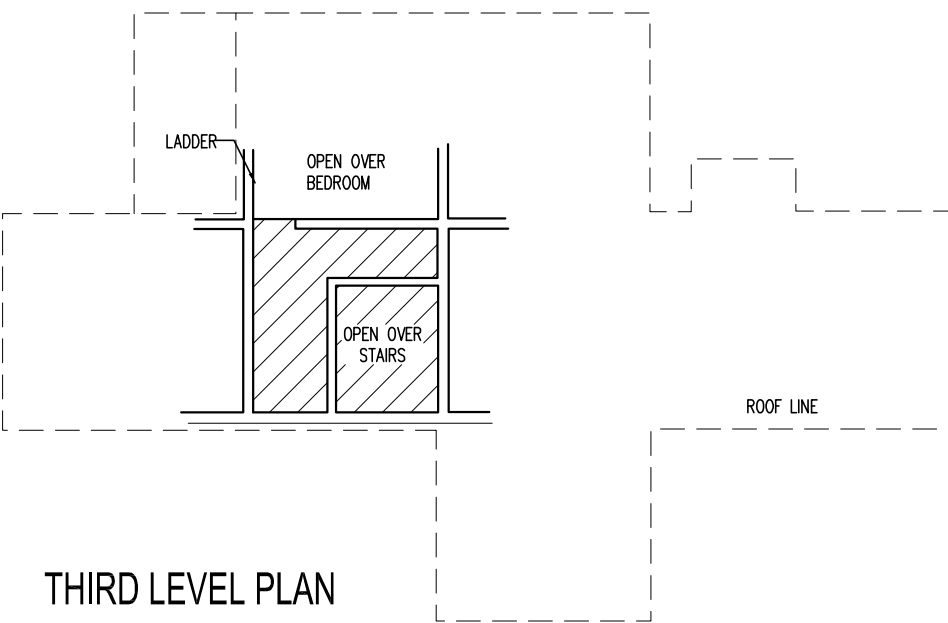
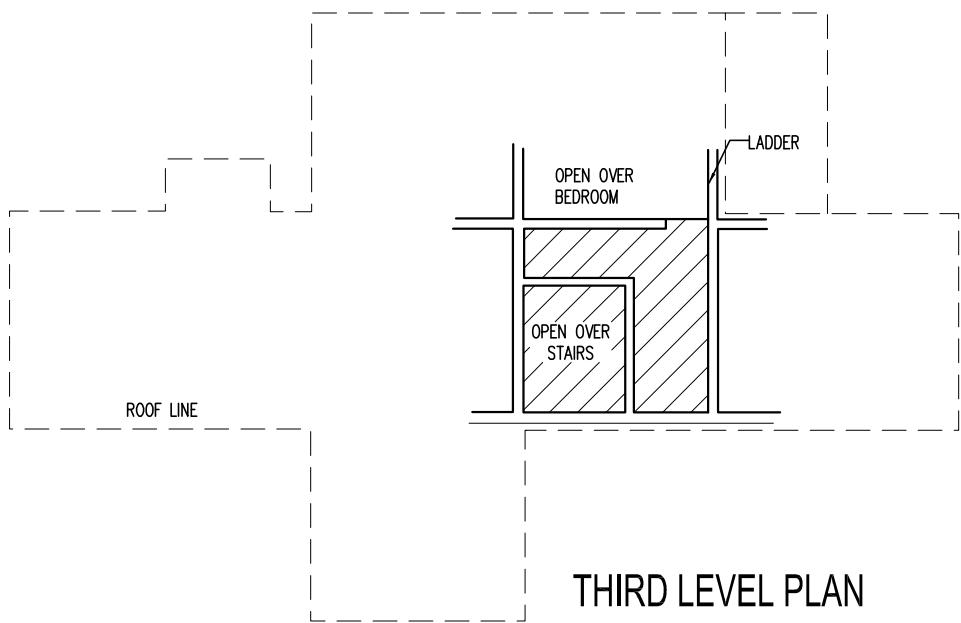
CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____, 2020.
BY _____
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVED AND ACCEPTED BY THE PARK CITY
COUNCIL THIS _____, DAY OF _____, 2020.

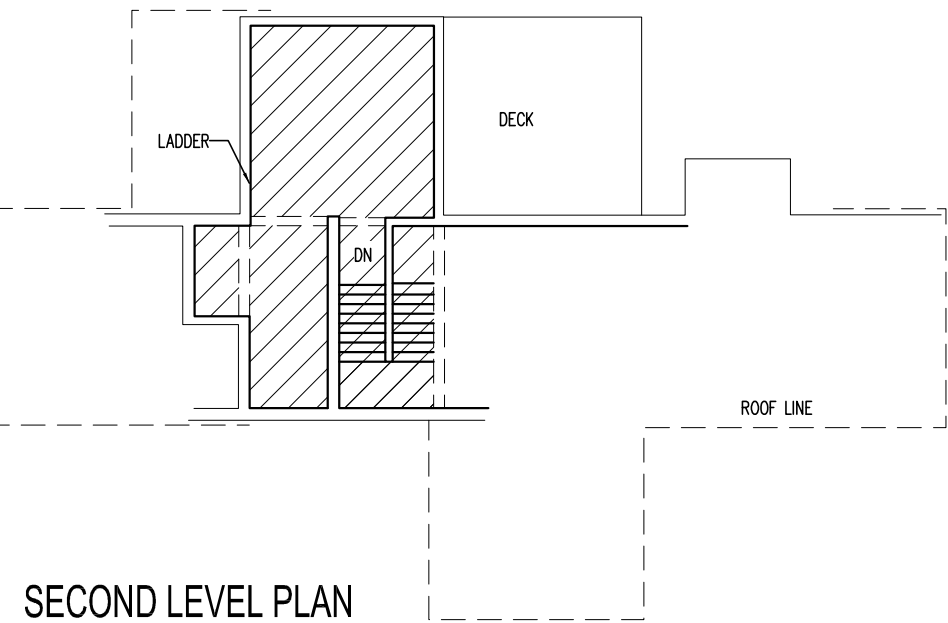
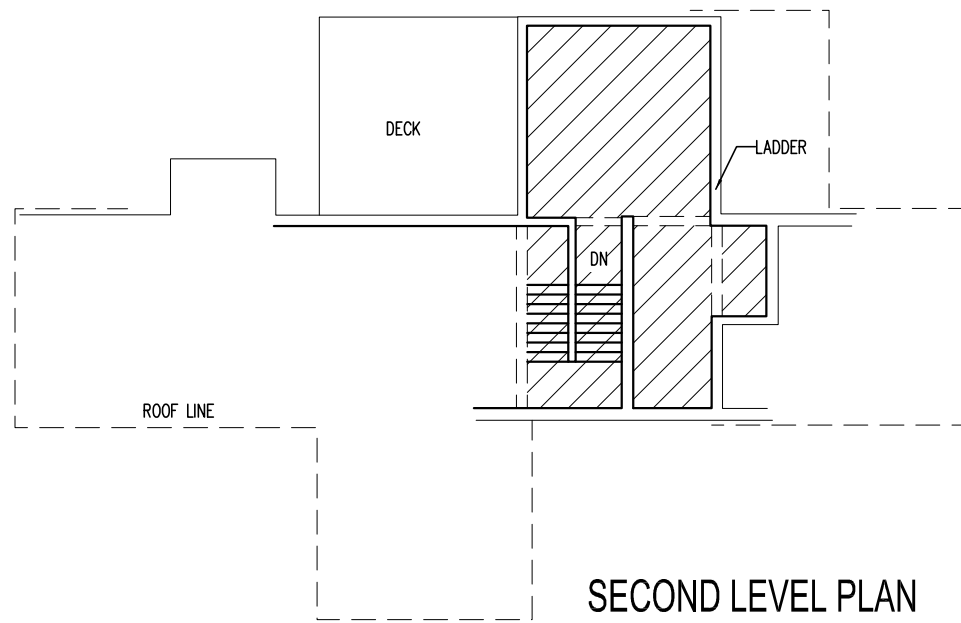
MAYOR

RECORDED
ENTRY NO. _____ BOOK _____ PAGES _____
STATE OF UTAH
COUNTY OF SUMMIT
RECORDED AND FILED AT THE REQUEST OF:

COUNTY RECORDER



FRONT ELEVATION
SEE TABLE FOR ELEVATIONS NOTED BY NUMBERS FOR EACH BUILDING

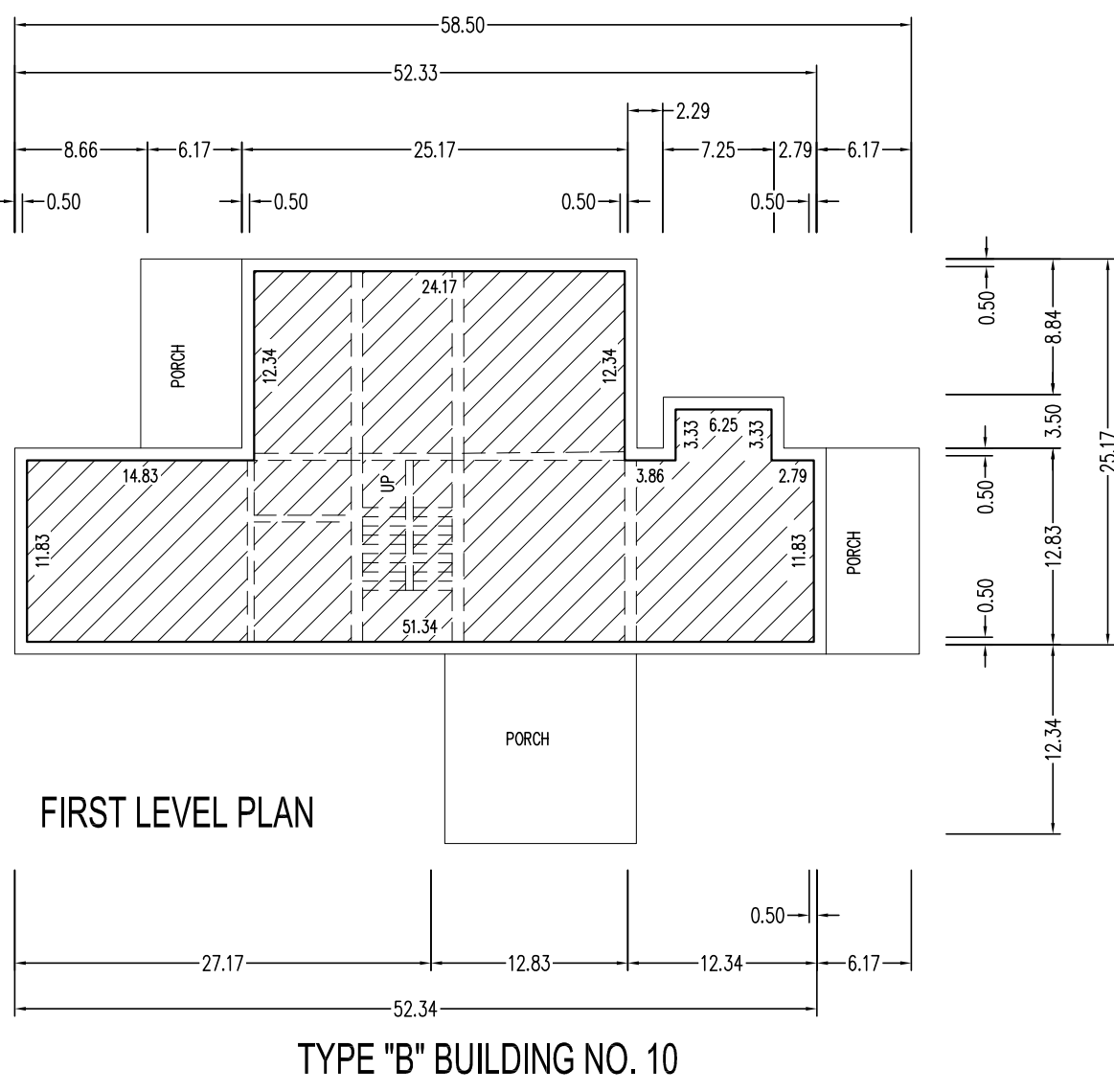
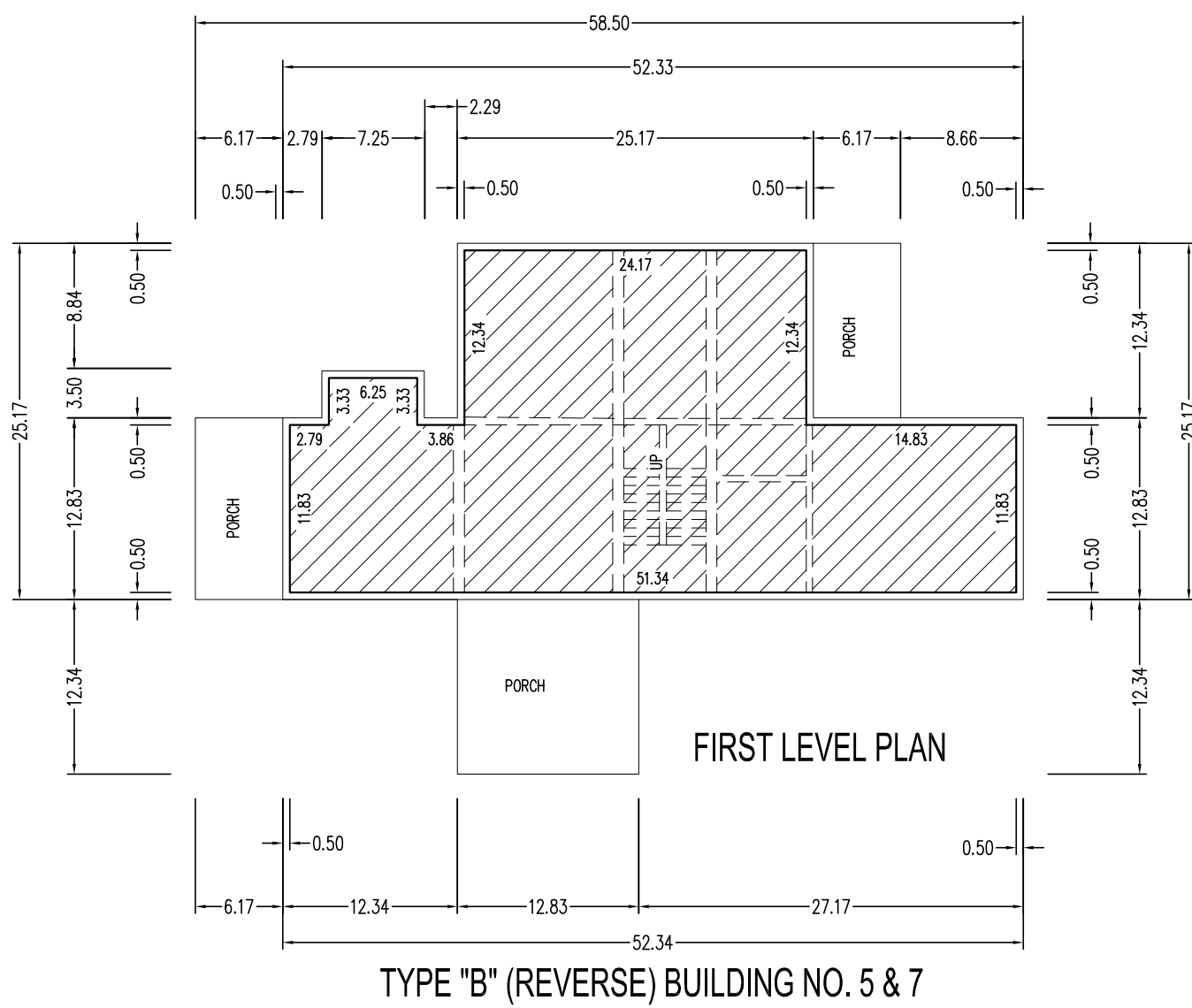


PAYDAY CONDO / ORIGINAL DRAWINGS (CALCULATED)			
SHEET 3			
TYPE	FIRST LEVEL	SECOND LEVEL	THIRD LEVEL
B-R (5,7)	926.0 SF	294.0 SF	144.0 SF
B (10)	926.0 SF	294.0 SF	144.0 SF

		Type B	Type B Reverse	
NO.	Location of Elevation	Building NO. 10	Building NO. 5	Building NO. 7
1	Floor	6822.00	6822.00	6822.00
2	Datum Floor	6824.00	6824.00	6824.00
3	Ceiling	6831.90	6831.90	6831.90
4	Ceiling	6832.00	6832.00	6832.00
5	Floor	6833.00	6833.00	6833.00
6	Ceiling	6841.00	6841.00	6841.00
7	Floor	6842.00	6842.00	6842.00
8	Ceiling	6850.00	6850.00	6850.00

NOTES OR REMARKS

- 1- ALL INTERIOR DIMENSIONS ARE TO FINISHED SURFACES
2- ALL CROSS-HATCHED AREAS ON THIS SHEET TO BE PRIVATE OWNERSHIP
3- ALL AREAS NOT HATCHED ON THIS SHEET TO BE COMMON OWNERSHIP



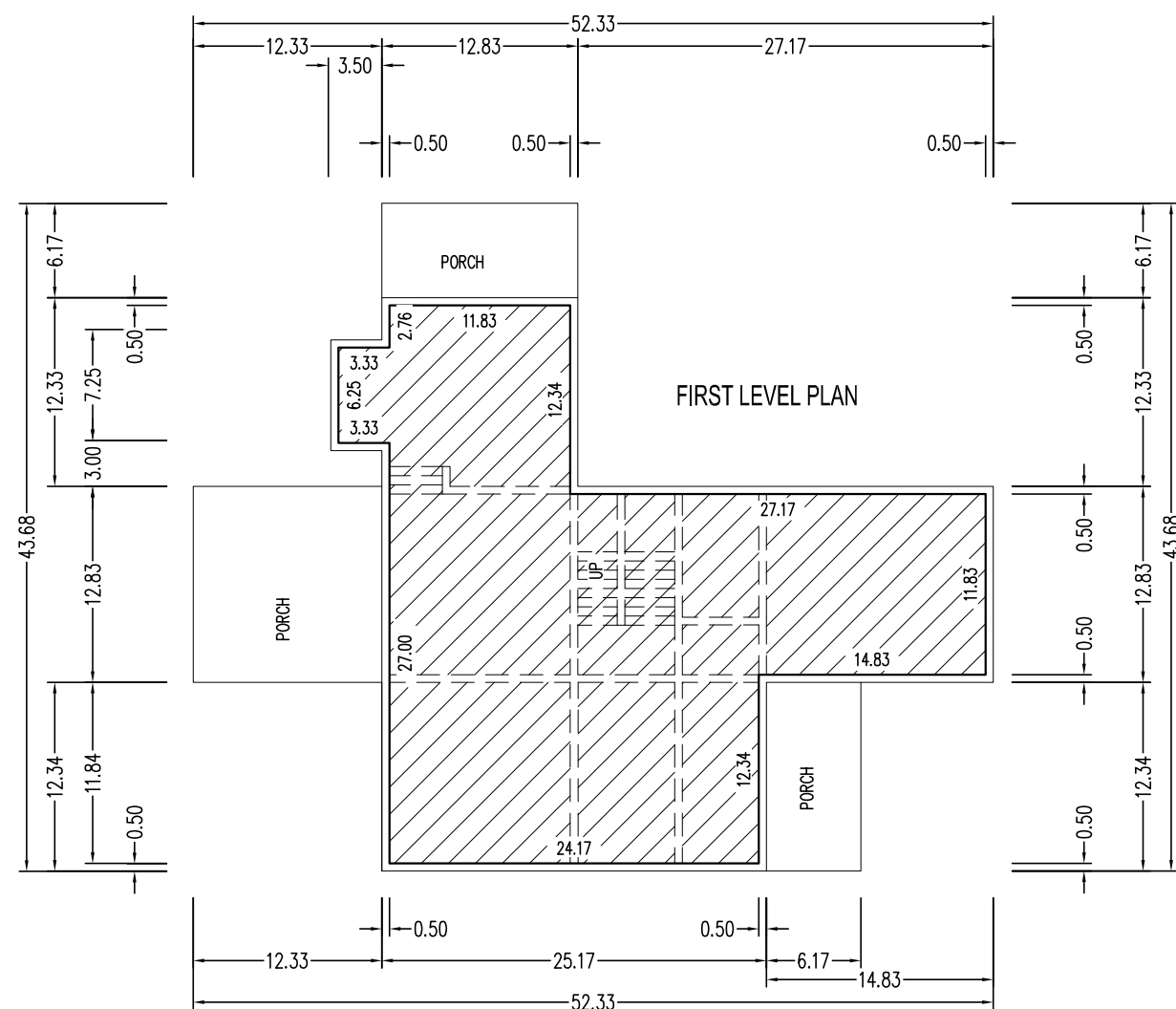
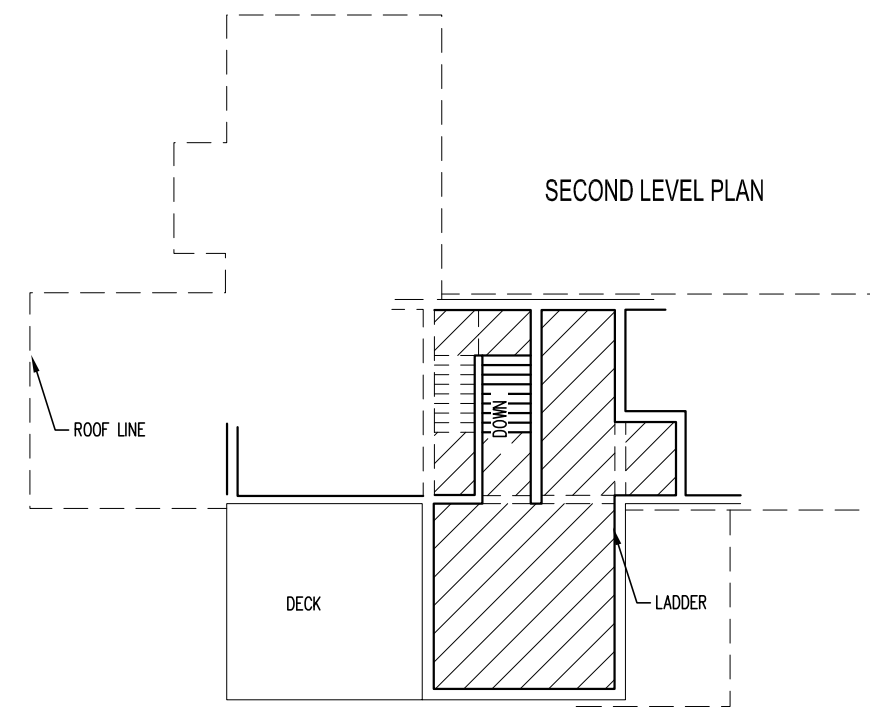
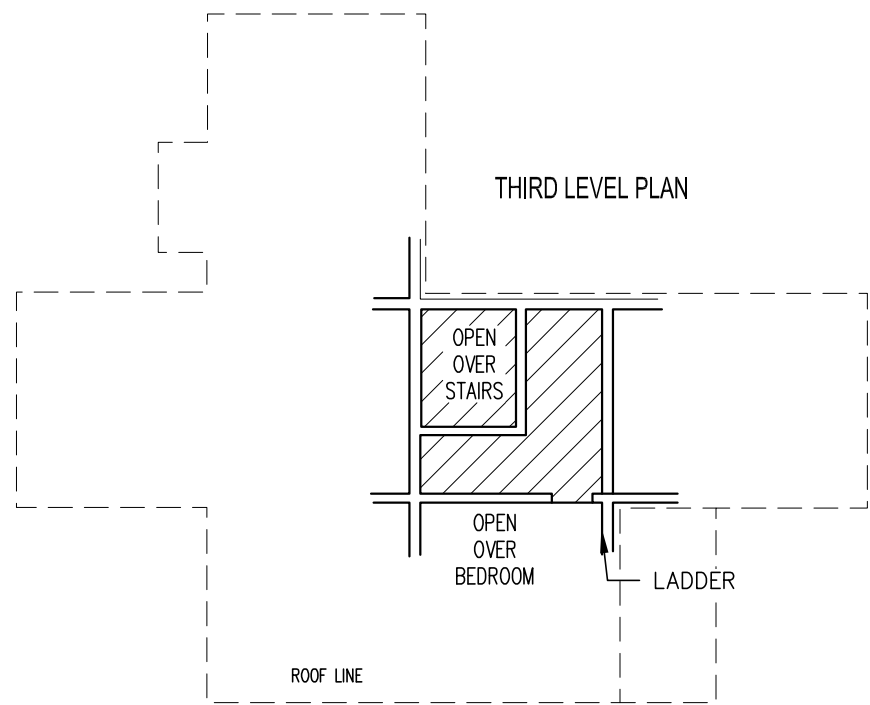
LEGEND:	
	PRIVATE OWNERSHIP AREA "A"
	COMMON OWNERSHIP
	PRIVATE OWNERSHIP AREA "B"
	CONVERTIBLE SPACE AREA "C"

AMENDED
RECORD OF SURVEY MAP
PAYDAY CONDOMINIUM
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 3 OF 12

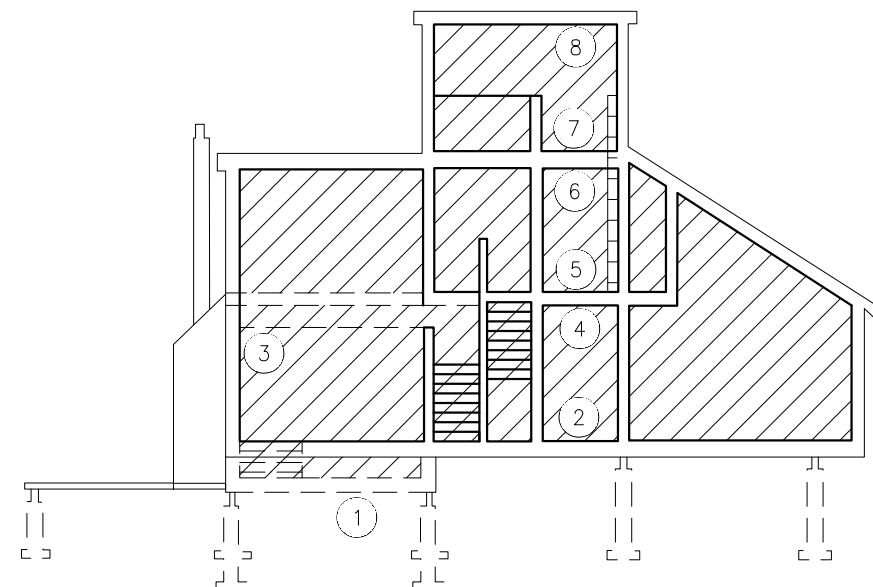
RECORDED
ENTRY NO. _____ BOOK _____ PAGES _____
STATE OF _____
COUNTY OF _____
RECORDED AND FILED AT THE REQUEST OF: _____
COUNTY RECORDER

NOT TO SCALE



TYPE "A" (REVERSE)
BUILDINGS NO. 4, 8 & 9

PAYDAY CONDO / ORIGINAL DRAWINGS (CALCULATED)			
SHEET 4			
TYPE	FIRST LEVEL	SECOND LEVEL	THIRD LEVEL
A-R (4,8,9)	926.0 SF	285.0 SF	144.0 SF



FRONT ELEVATION
SEE TABLE FOR ELEVATIONS NOTED BY NUMBERS FOR EACH BUILDING

TYPE "A" (REVERSE)				
NO.	Location of Elevation	Building NO. 4	Building NO. 8	Building NO. 9
1	Floor	6824.00	6822.00	6822.00
2	Datum Floor	6826.00	6824.00	6824.00
3	Ceiling	6833.90	6831.90	6831.90
4	Ceiling	6834.00	6832.00	6832.00
5	Floor	6835.00	6833.00	6833.00
6	Ceiling	6843.00	6841.00	6841.00
7	Floor	6844.00	6842.00	6842.00
8	Ceiling	6852.00	6850.00	6850.00

NOTES OR REMARKS

- 1- ALL INTERIOR DIMENSIONS ARE TO FINISHED SURFACES
- 2- ALL CROSS-HATCHED AREAS ON THIS SHEET TO BE PRIVATE OWNERSHIP
- 3- ALL AREAS NOT HATCHED ON THIS SHEET TO BE COMMON OWNERSHIP

LEGEND:

- PRIVATE OWNERSHIP AREA "A"
- COMMON OWNERSHIP
- PRIVATE OWNERSHIP AREA "B"
- CONVERTIBLE SPACE AREA "C"

AMENDED
RECORD OF SURVEY MAP
PAYDAY CONDOMINIUM
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 4 OF 12

RECORDED

ENTRY NO. _____ BOOK _____ PAGES _____

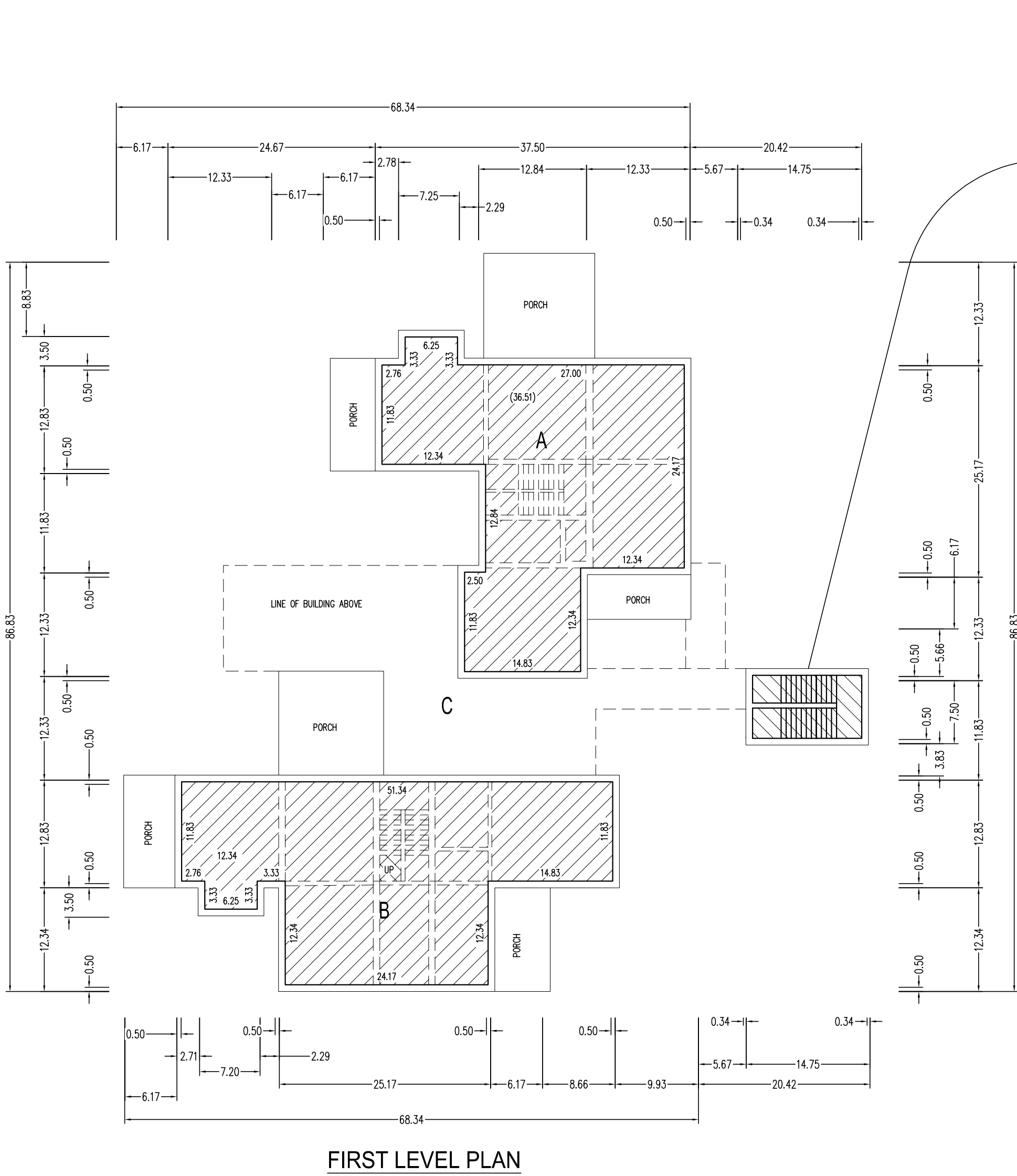
STATE OF _____

COUNTY OF _____

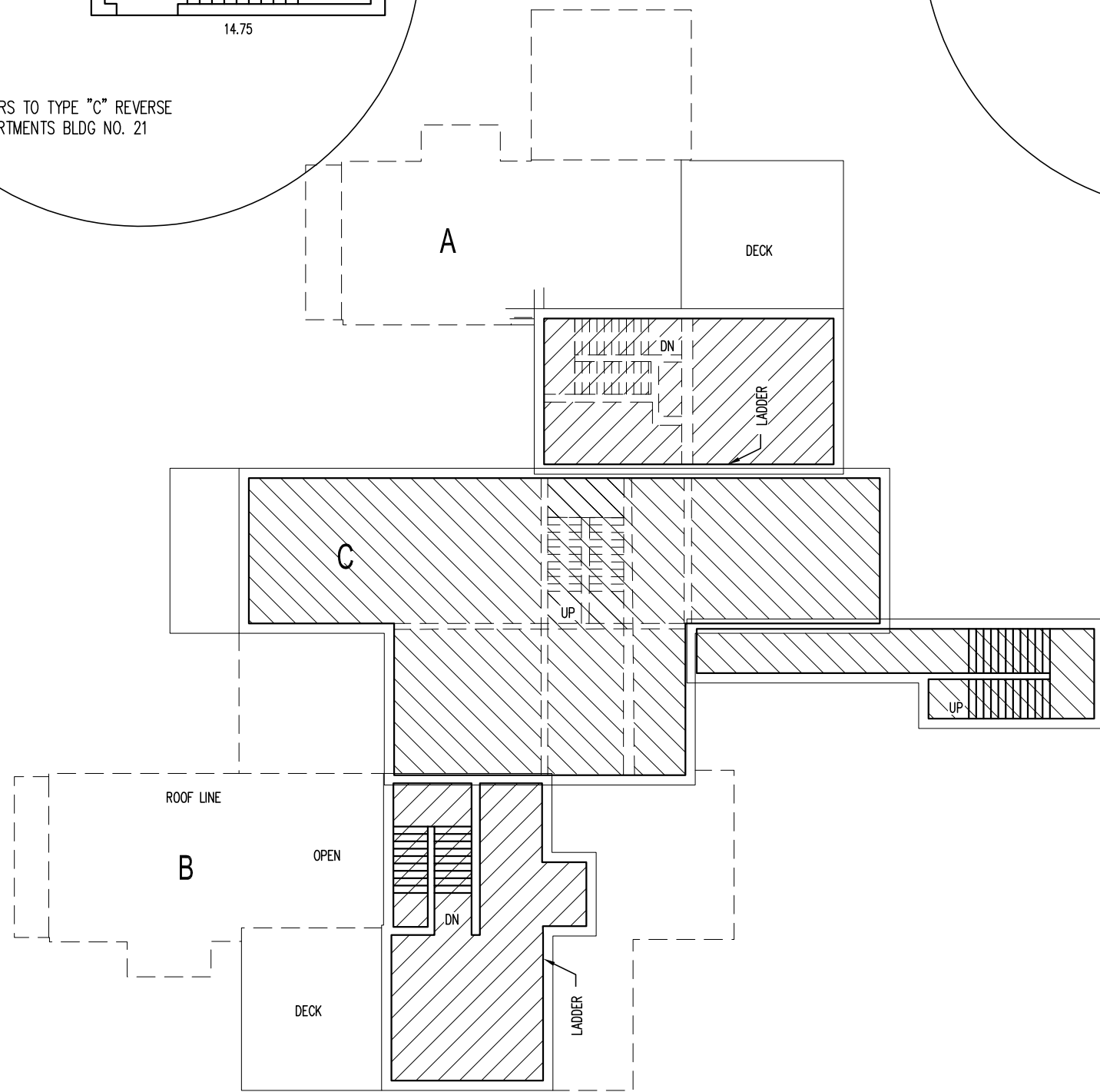
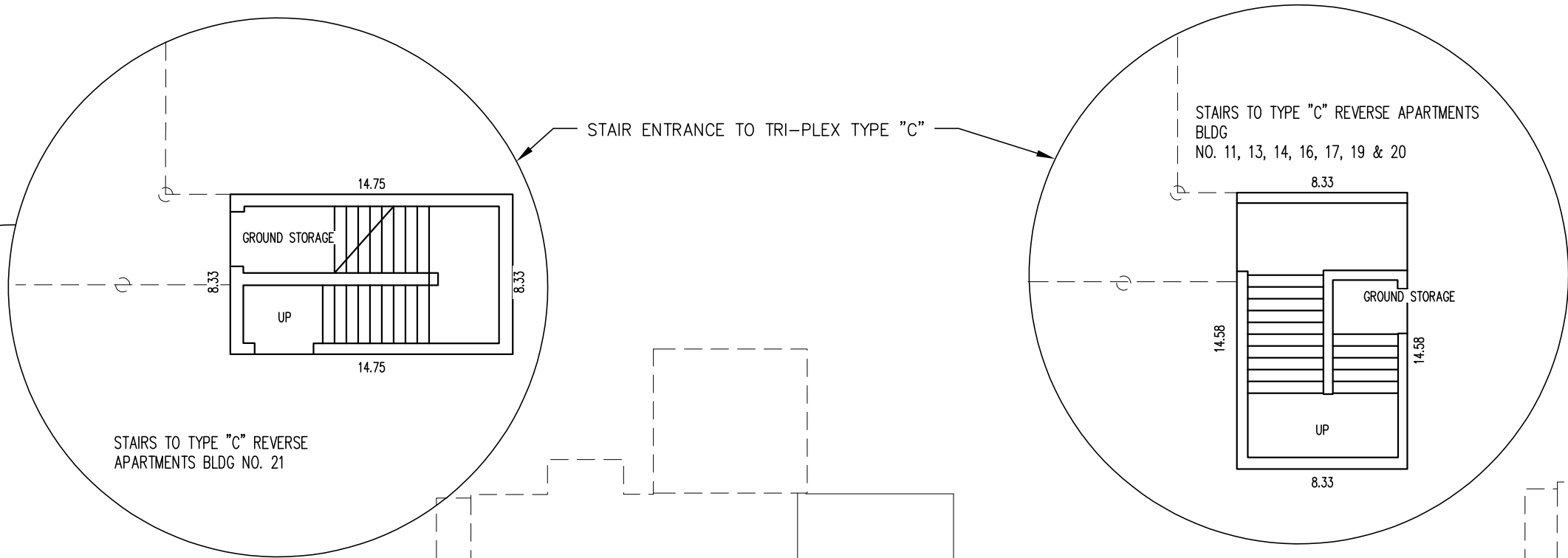
RECORDED AND FILED AT THE REQUEST OF: _____

COUNTY RECORDER

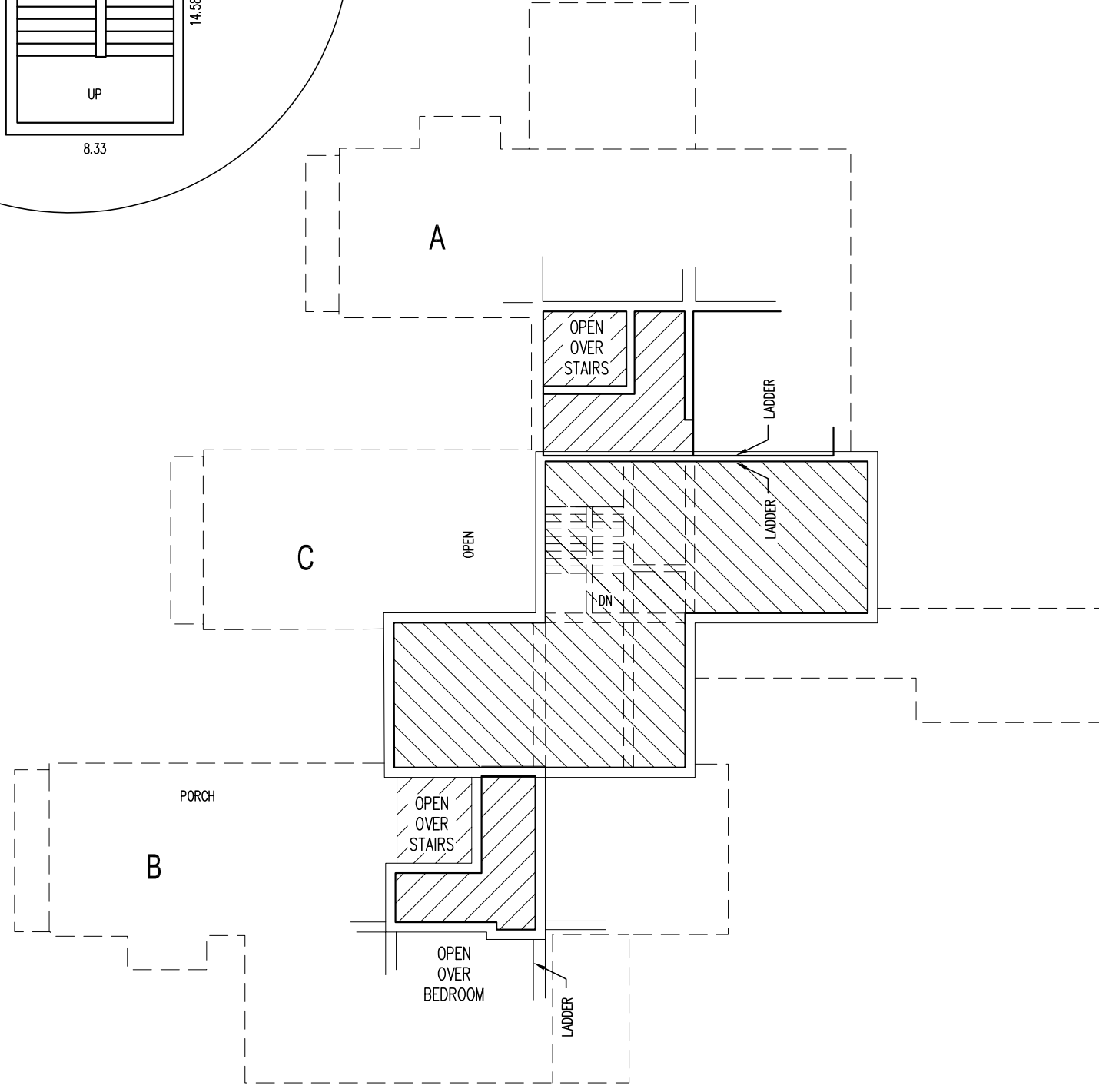
NOT TO SCALE



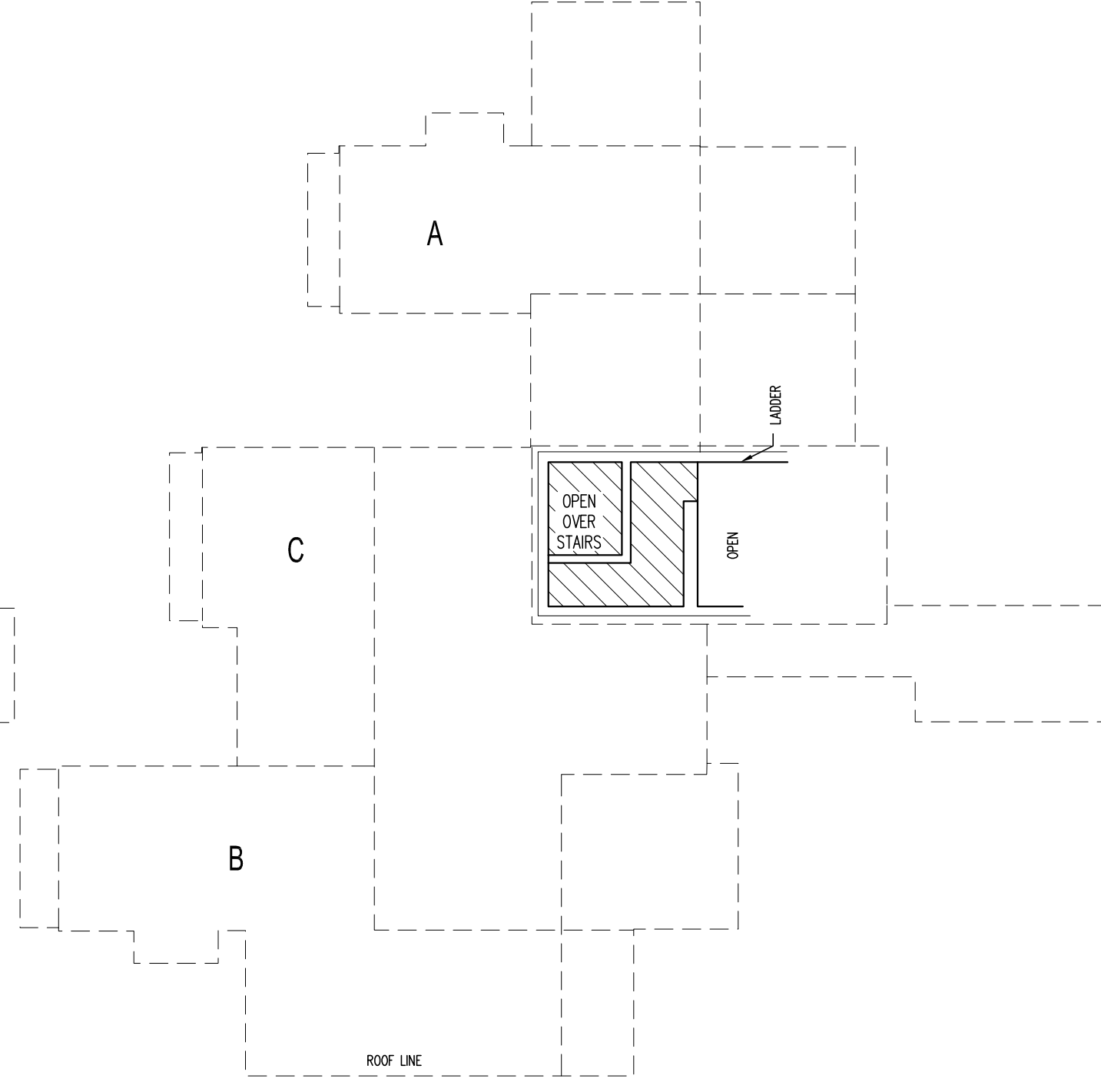
FIRST LEVEL PLAN



SECOND LEVEL PLAN



THIRD LEVEL PLAN



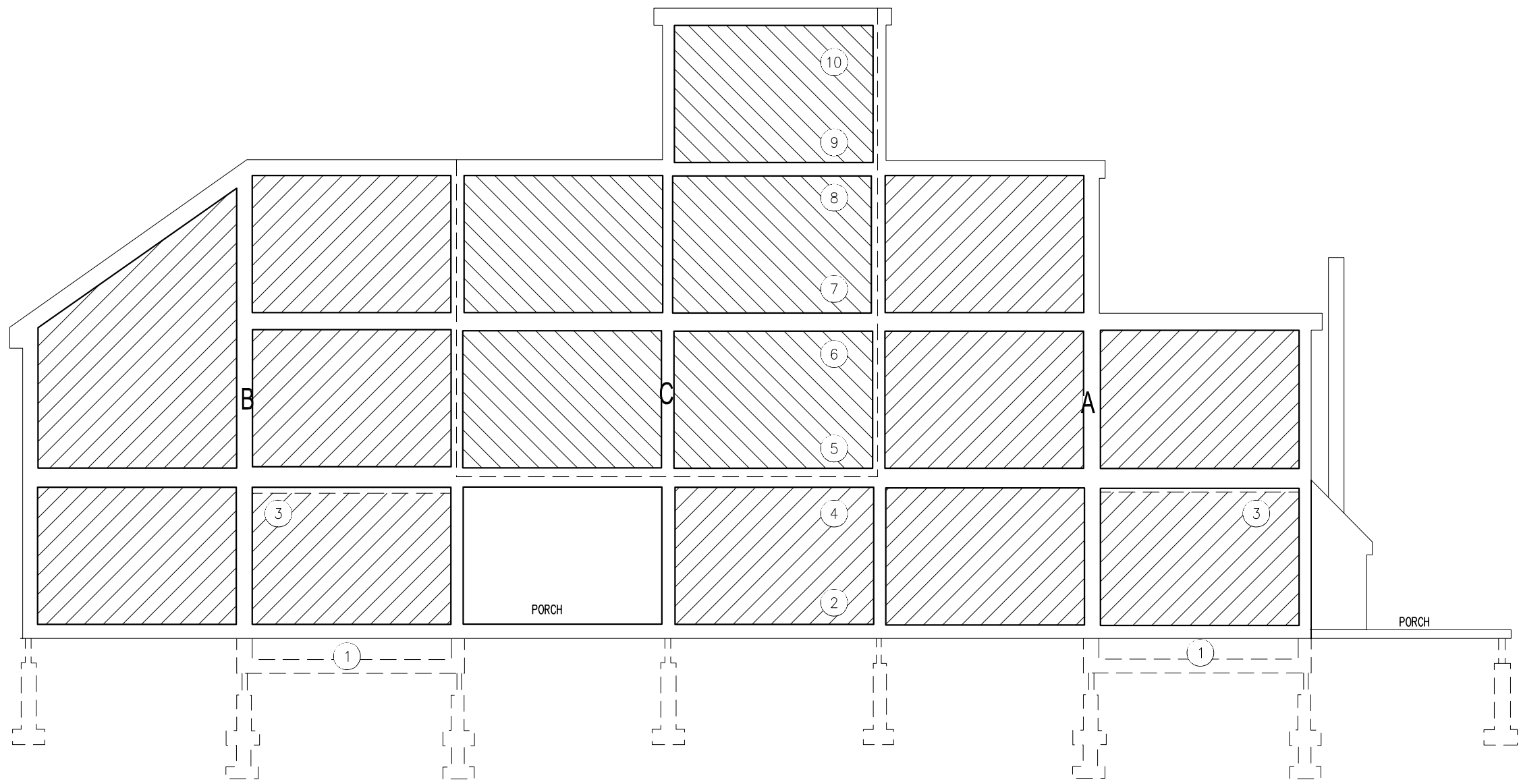
FOURTH LEVEL PLAN

TRI-PLEX BUILDING TYPE "A", "B" & "C" BUILDINGS
NO. 11, 13, 14, 16, 17, 19, 20 & 21

NOTES OR REMARKS

- 1- ALL INTERIOR DIMENSIONS ARE TO FINISHED SURFACES
- 2- ALL CROSS-HATCHED AREAS ON THIS SHEET TO BE PRIVATE OWNERSHIP
- 3- ALL AREAS NOT HATCHED ON THIS SHEET TO BE COMMON OWNERSHIP

TRI-PLEX BUILDINGS (TYPE "A","B" & "C")									
NO.	LOCATION OF ELEVATION	BUILDING NO. 11	BUILDING NO. 13	BUILDING NO. 14	BUILDING NO. 16	BUILDING NO. 17	BUILDING NO. 19	BUILDING NO. 20	BUILDING NO. 21
1	Floor	-----	6829.00	6833.50	-----	-----	6849.00	-----	-----
2	Datum Floor	6825.00	6831.00	6835.50	6841.00	6838.00	6851.00	6858.00	6853.00
3	Ceiling	6832.90	6838.90	6843.40	6848.90	6845.90	6858.90	6865.90	6860.90
4	Ceiling	6833.00	6839.00	6843.50	6849.00	6846.00	6859.00	6866.00	6861.00
5	Floor	6834.00	6840.00	6844.50	6850.00	6847.00	6860.00	6867.00	6862.00
6	Ceiling	6842.00	6848.00	6852.50	6858.00	6855.00	6868.00	6875.00	6870.00
7	Floor	6843.00	6849.00	6853.50	6859.00	6856.00	6869.00	6876.00	6871.00
8	Ceiling	6851.00	6857.00	6861.50	6867.00	6864.00	6877.00	6884.00	6879.00
9	Floor	6852.00	6858.00	6862.50	6868.00	6865.00	6878.00	6885.00	6880.00
10	Ceiling	6860.00	6866.00	6870.50	6876.00	6873.00	6886.00	6893.00	6888.00



FRONT ELEVATION

SEE TABLE FOR ELEVATIONS NOTED BY NUMBERS FOR EACH BUILDING

LEGEND:

- PRIVATE OWNERSHIP AREA "A"
- COMMON OWNERSHIP
- PRIVATE OWNERSHIP AREA "B"
- CONVERTIBLE SPACE AREA "C"

AMENDED
RECORD OF SURVEY MAP
PAYDAY CONDOMINIUM
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 5 OF 12

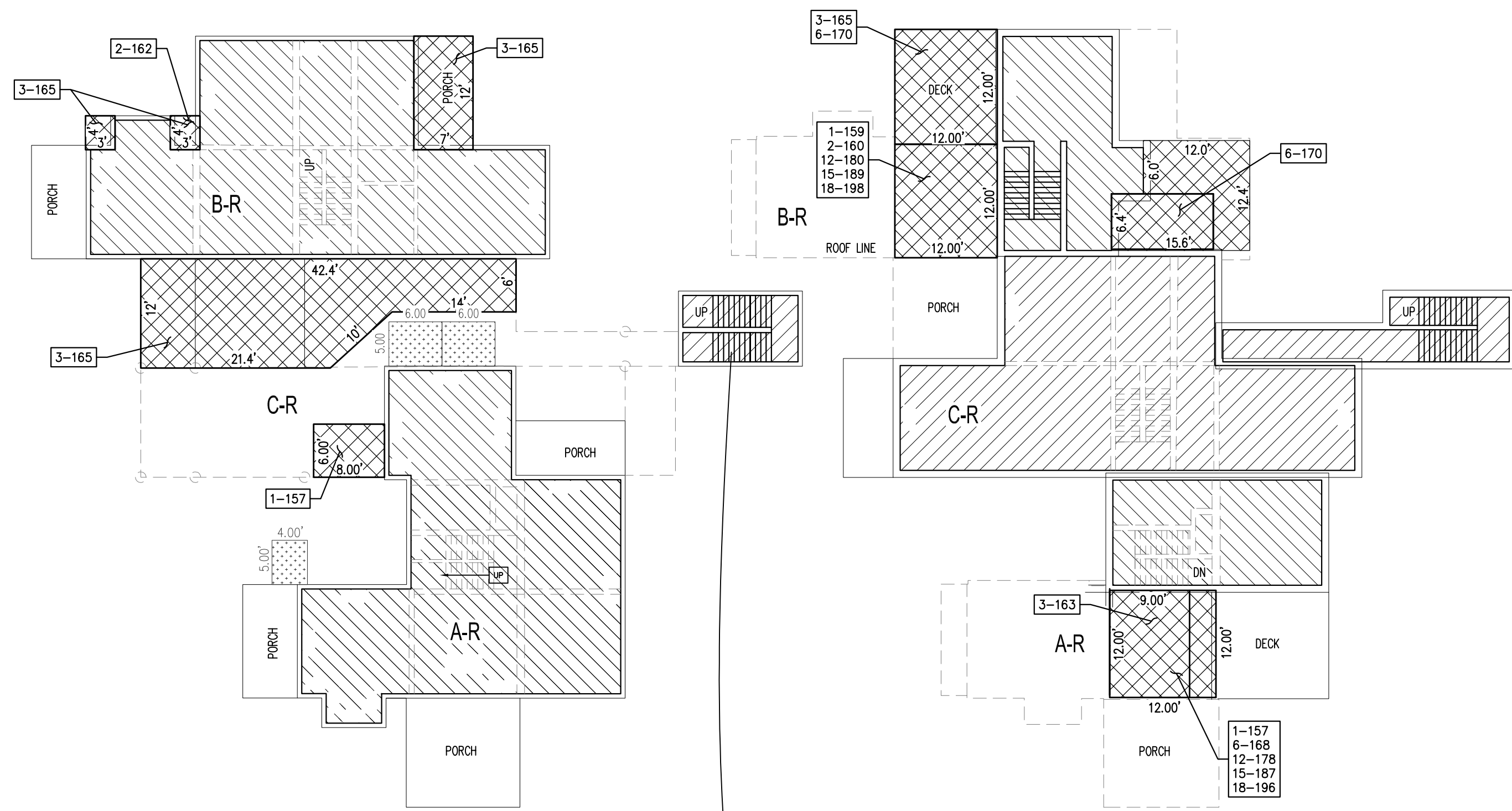
RECORDED

ENTRY NO. _____ BOOK _____ PAGES _____
STATE OF _____
COUNTY OF _____
RECORDED AND FILED AT THE REQUEST OF: _____

COUNTY RECORDER

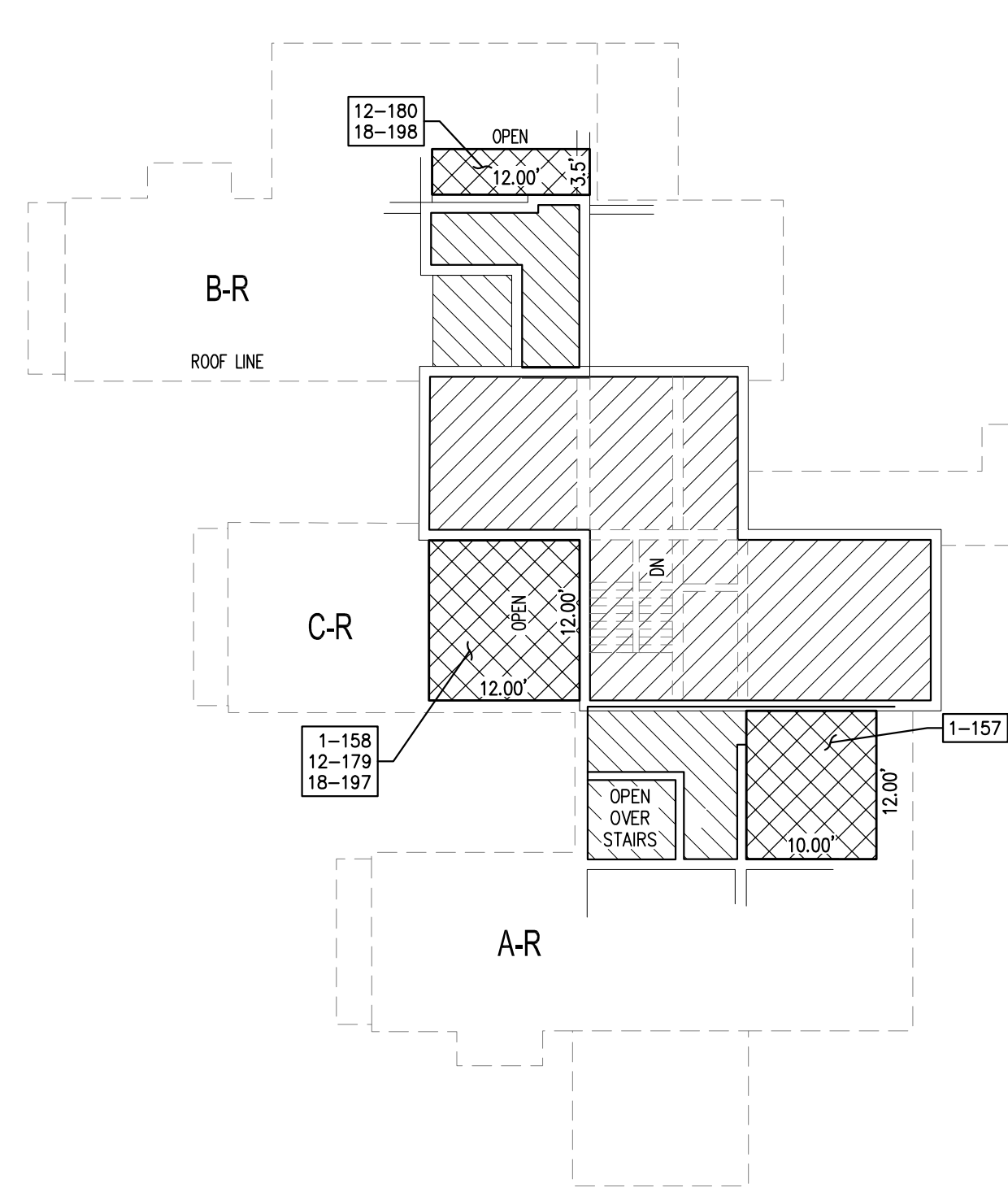
NOT TO SCALE



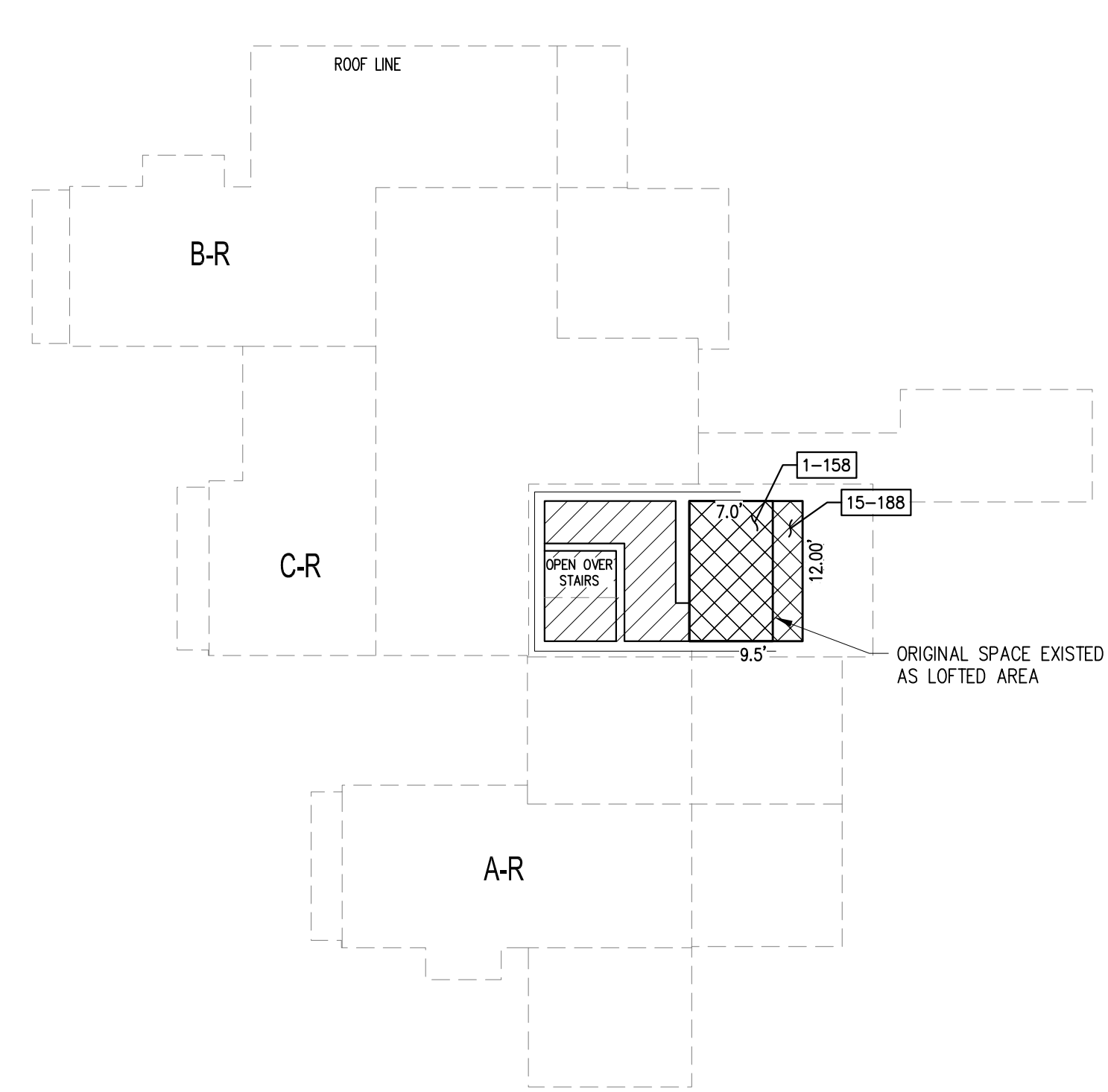


BUILDING INFORMATION		
BLDG	UNIT NO.	SQ FT
1	157	48
2	162	12
3	165	412
3	165	84
3	165	(2) X 12

BUILDING INFORMATION		
BLDG	UNIT NO.	SQ FT
1	157	144
2	160	144
3	165	144
6	168	144
6	170	144
6	170	172
12	180	144
12	178	144
15	187	144
15	189	144
18	198	144
3	163	108
18	196	144

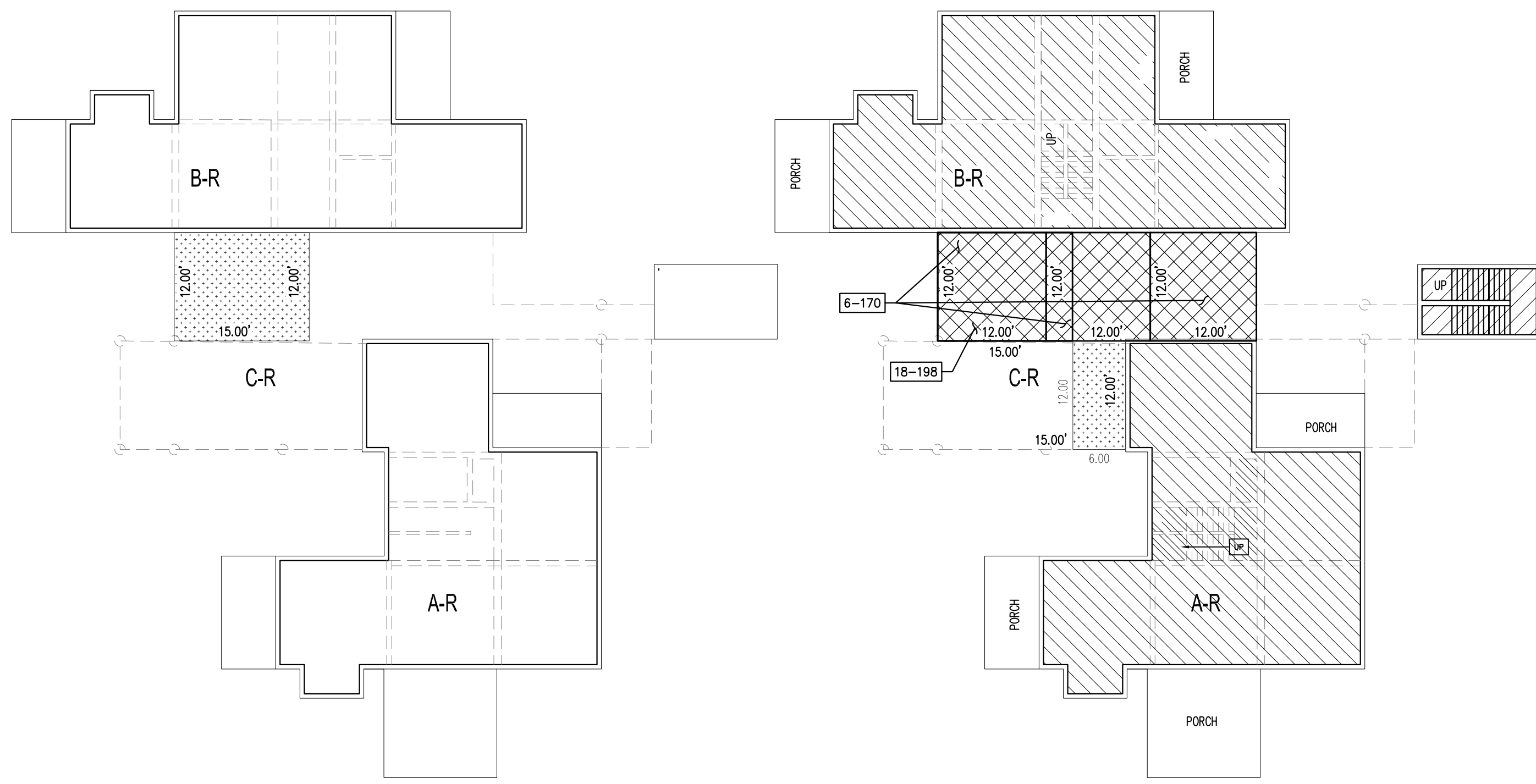


BUILDING INFORMATION		
BLDG	UNIT NO.	SQ SF
1	157	120
1	158	144
12	179	144
12	180	42
18	197	144
18	198	42

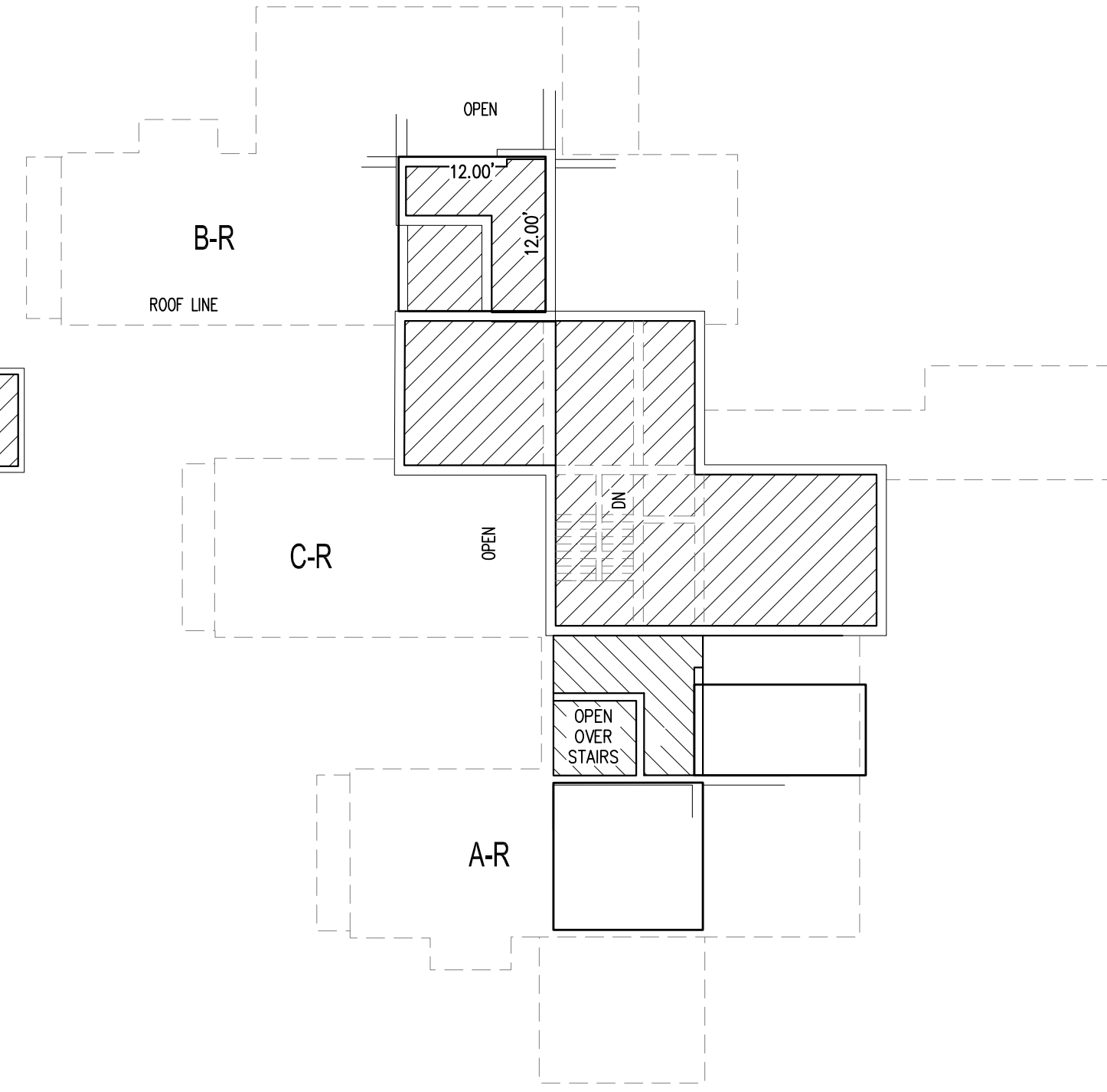


BUILDING INFORMATION		
BLDG	UNIT NO.	SQ SF
1	158	84
15	188	114

TRI-PLEX BUILDING TYPE "A-R","B-R","C-R"
(REVERSE) BUILDINGS NO. 1,2,3,6,12,15 & 18



BUILDING INFORMATION		
BLDG	UNIT NO.	SQ SF
6	170	432
18	198	180



THIRD LEVEL PLAN ALT 2

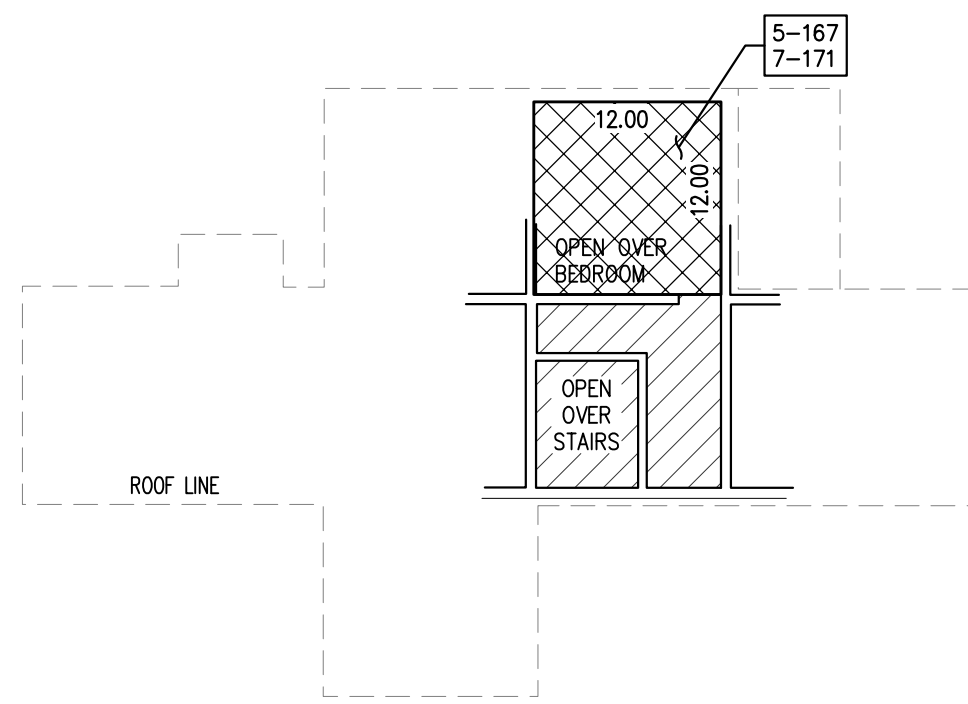
- LEGEND:
- PRIVATE OWNERSHIP AREA "A"
 - COMMON OWNERSHIP
 - PRIVATE OWNERSHIP AREA "B"
 - CONVERTIBLE SPACE AREA "C"
 - EXISTING STORAGE AREAS (SHEETS 7, 8, & 9)

AMENDED
RECORD OF SURVEY MAP
PAYDAY CONDOMINIUM
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 7 OF 12

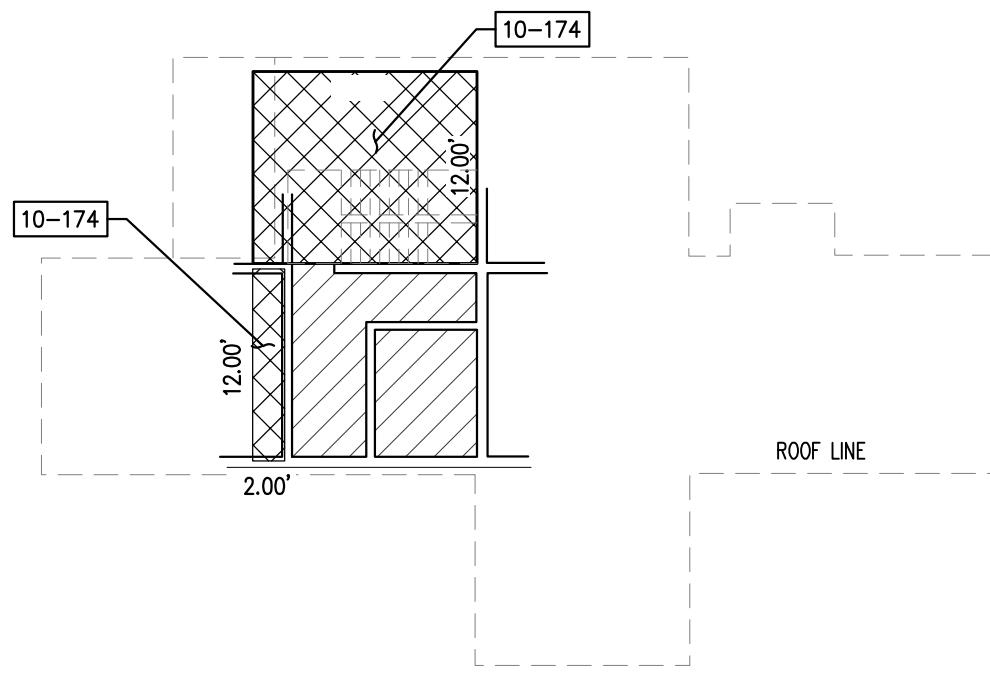
RECORDED
ENTRY NO. _____ BOOK _____ PAGES _____
STATE OF _____
COUNTY OF _____
RECORDED AND FILED AT THE REQUEST OF: _____
COUNTY RECORDER

NOT TO SCALE



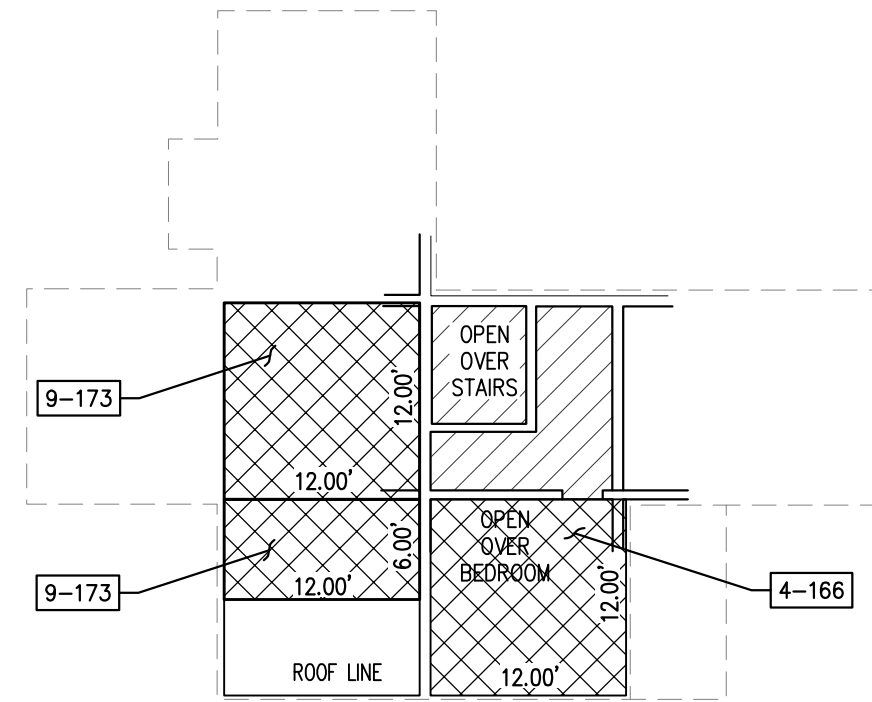
THIRD LEVEL PLAN

BUILDING INFORMATION		
BLDG	UNIT NO.	SQ SF
5	167	144
7	171	144



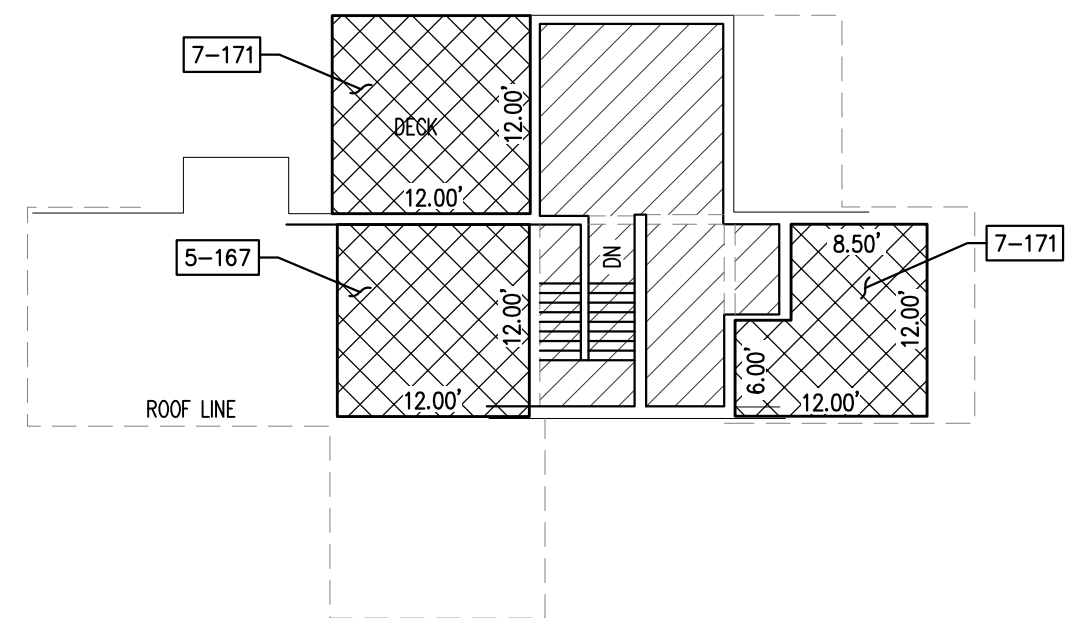
THIRD LEVEL PLAN

BUILDING INFORMATION		
BLDG	UNIT NO.	SQ SF
10	174	168
10	174	24



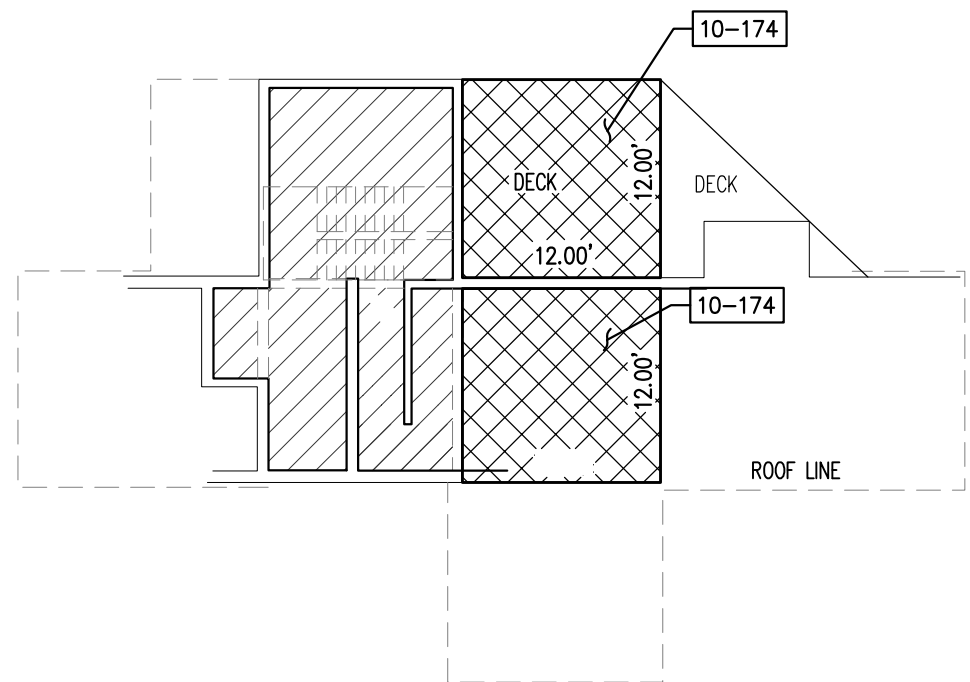
THIRD LEVEL PLAN

BUILDING INFORMATION		
BLDG	UNIT NO.	SQ SF
4	166	144
9	173	144
9	173	72



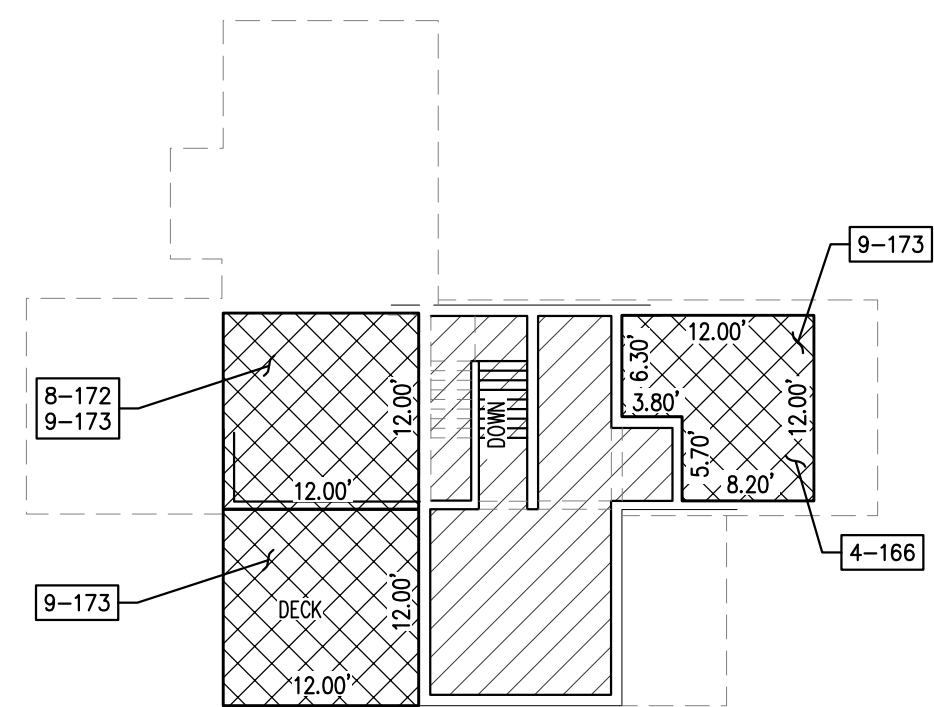
SECOND LEVEL PLAN

BUILDING INFORMATION		
BLDG	UNIT NO.	SQ SF
5	167	144
7	171	123
7	171	144



SECOND LEVEL PLAN

BUILDING INFORMATION		
BLDG	UNIT NO.	SQ SF
10	174	144
10	174	144

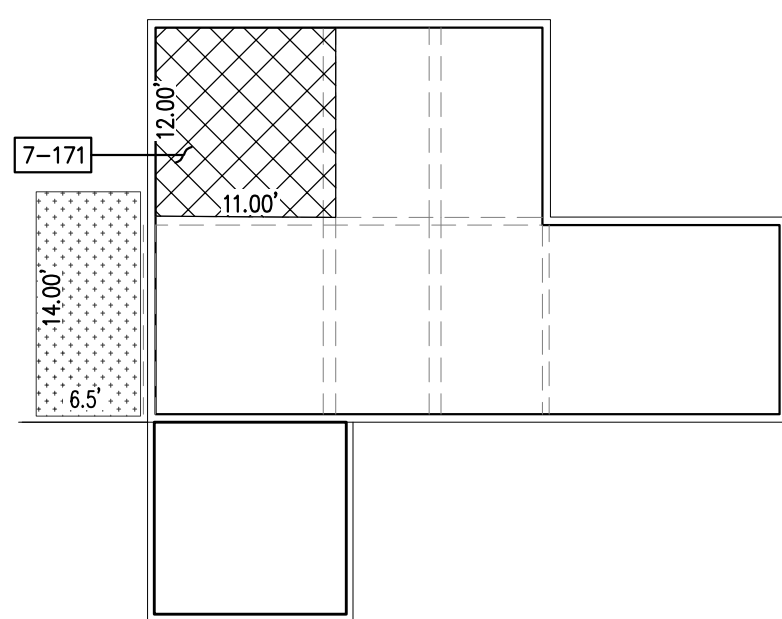


SECOND LEVEL PLAN

BUILDING INFORMATION		
BLDG	UNIT NO.	SQ SF
4	166	120
8	172	144
9	173	120
9	173	144
9	173	144

LEGEND:

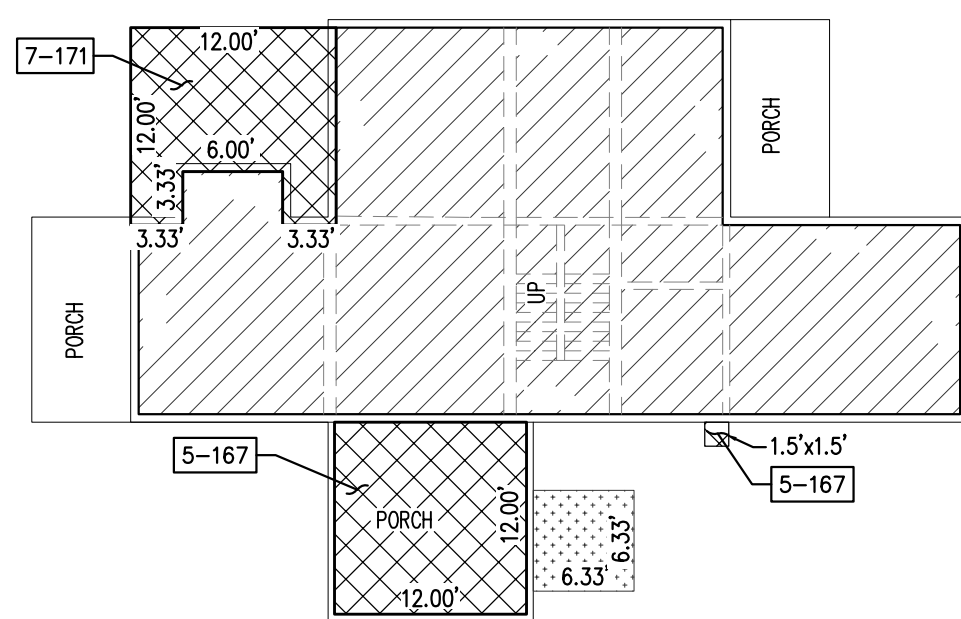
- PRIVATE OWNERSHIP AREA "A"
- COMMON OWNERSHIP
- PRIVATE OWNERSHIP AREA "B"
- CONVERTIBLE SPACE AREA "C"
- EXISTING STORAGE AREAS (SHEETS 7, 8, & 9)



BASEMENT LEVEL PLAN

BUILDING INFORMATION		
BLDG	UNIT NO.	SQ SF
7	171	132

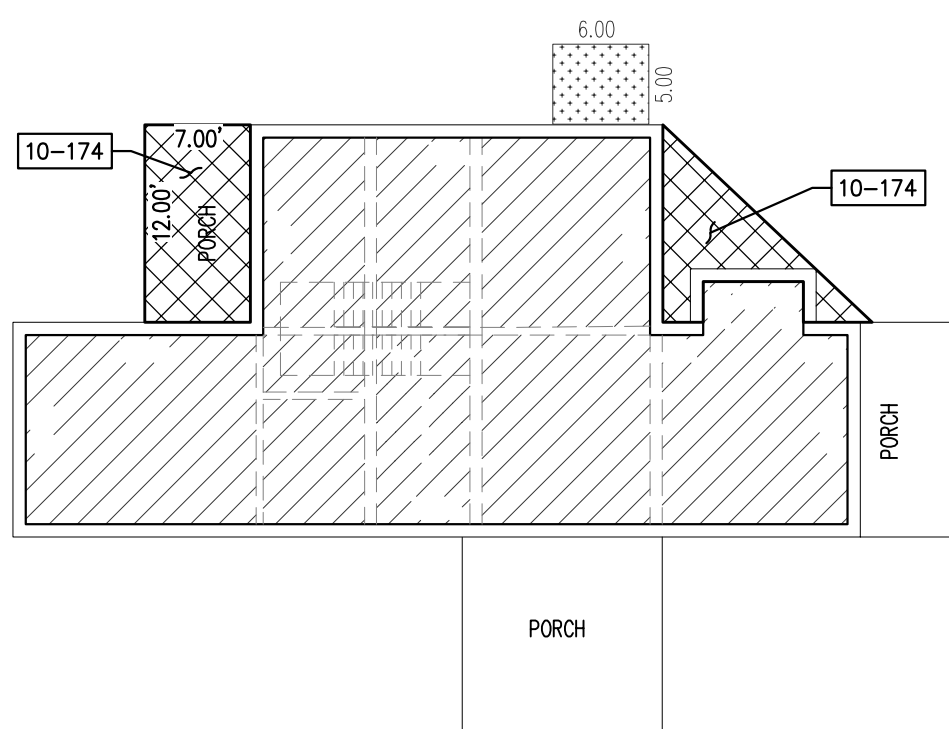
TYPE "B" (REVERSE) BUILDING NO. 7



FIRST LEVEL PLAN

BUILDING INFORMATION		
BLDG	UNIT NO.	SQ SF
5	167	144
5	167	2
7	171	138

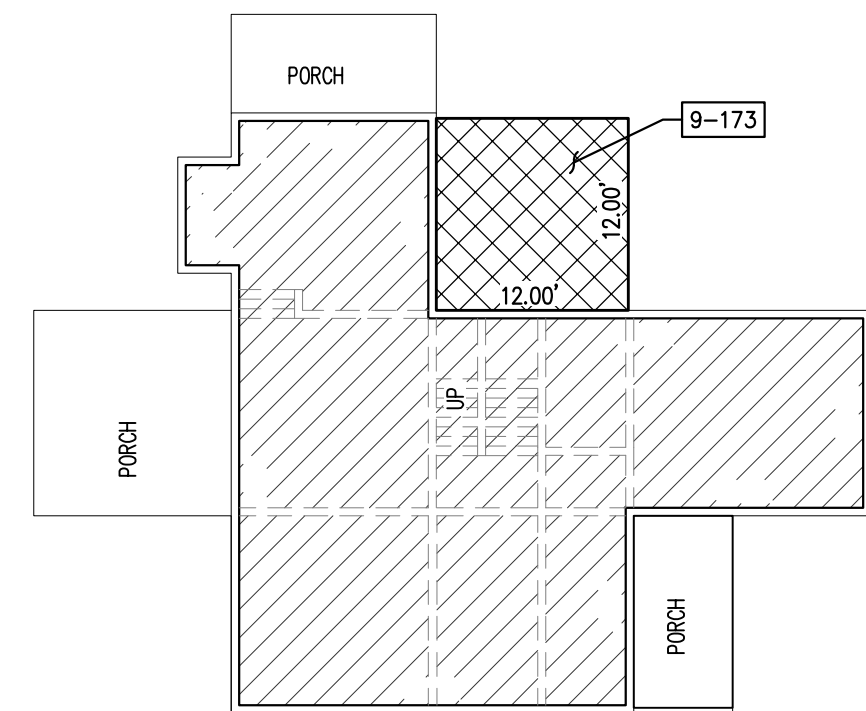
TYPE "B" (REVERSE) BUILDING NO. 5 & 7



FIRST LEVEL PLAN

BUILDING INFORMATION		
BLDG	UNIT NO.	SQ SF
10	174	144
10	174	64

TYPE "B" BUILDING NO.10



FIRST LEVEL PLAN

BUILDING INFORMATION		
BLDG	UNIT NO.	SQ SF
9	173	144

TYPE "A" (REVERSE)
BUILDINGS NO. 4, 8 & 9

AMENDED
RECORD OF SURVEY MAP
PAYDAY CONDOMINIUM
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

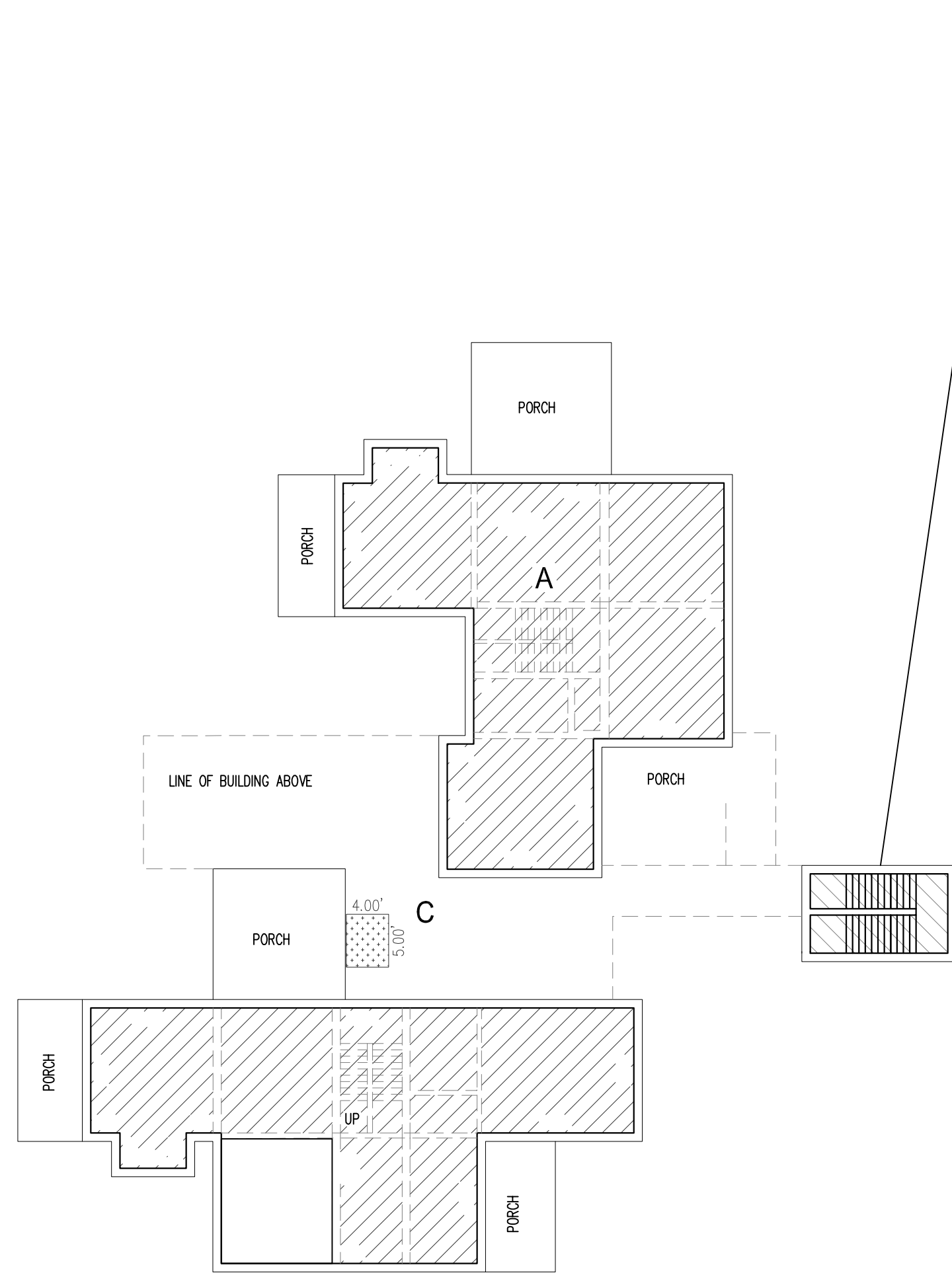
SHEET 8 OF 12

RECORDED

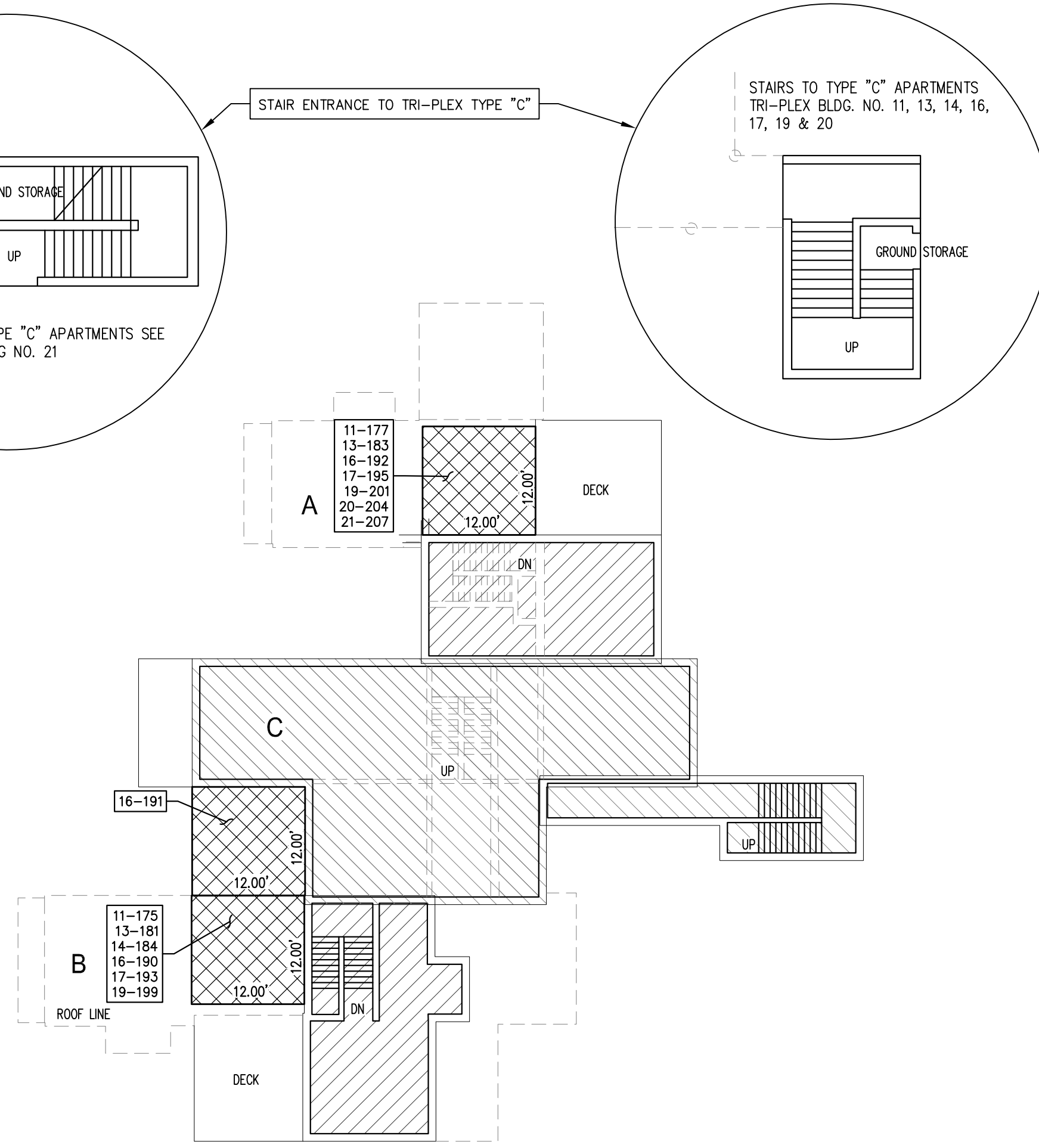
ENTRY NO. _____ BOOK _____ PAGES _____
STATE OF _____
COUNTY OF _____
RECORDED AND FILED AT THE REQUEST OF: _____

COUNTY RECORDER

NOT TO SCALE

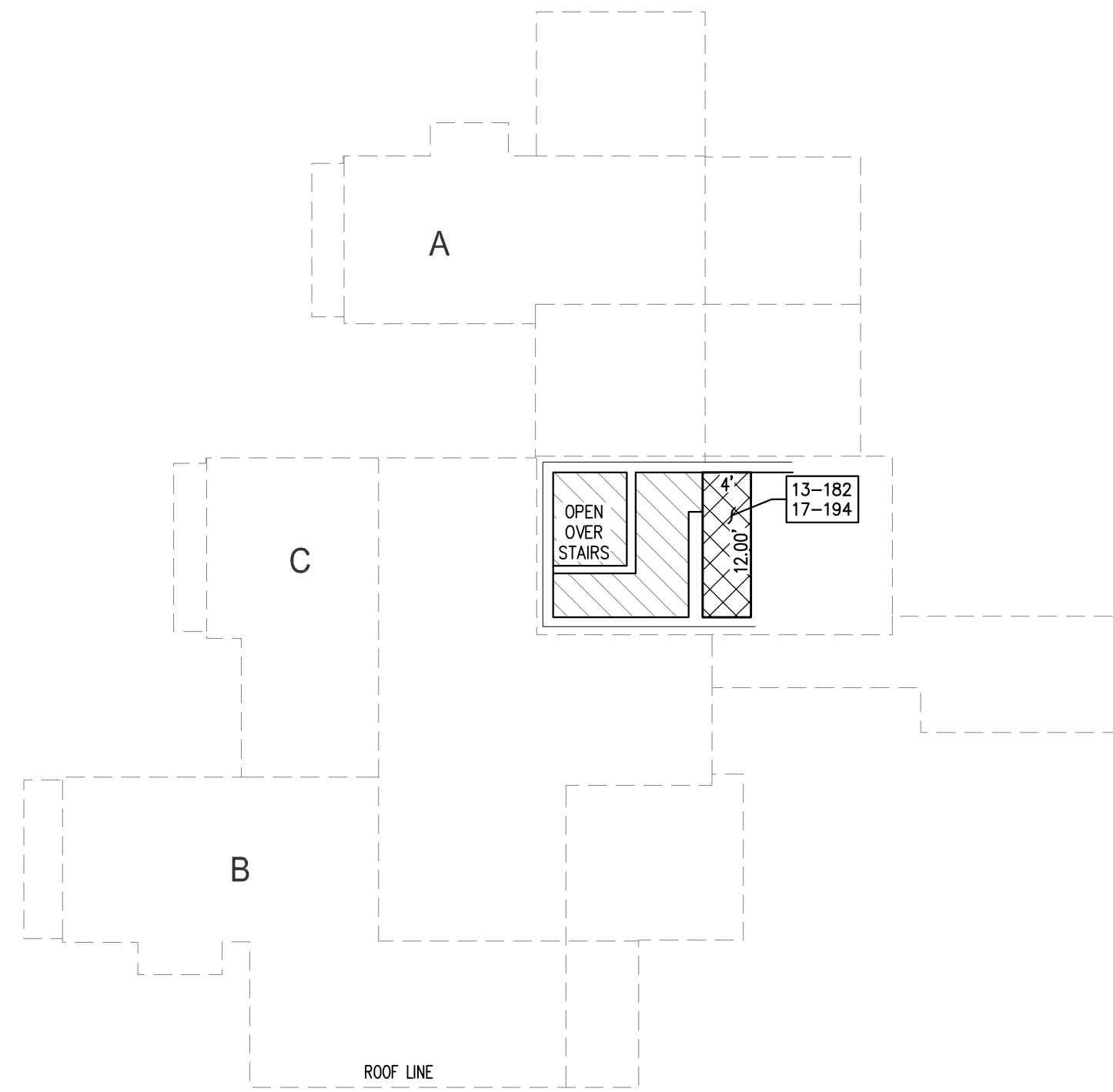


FIRST LEVEL PLAN



SECOND LEVEL PLAN

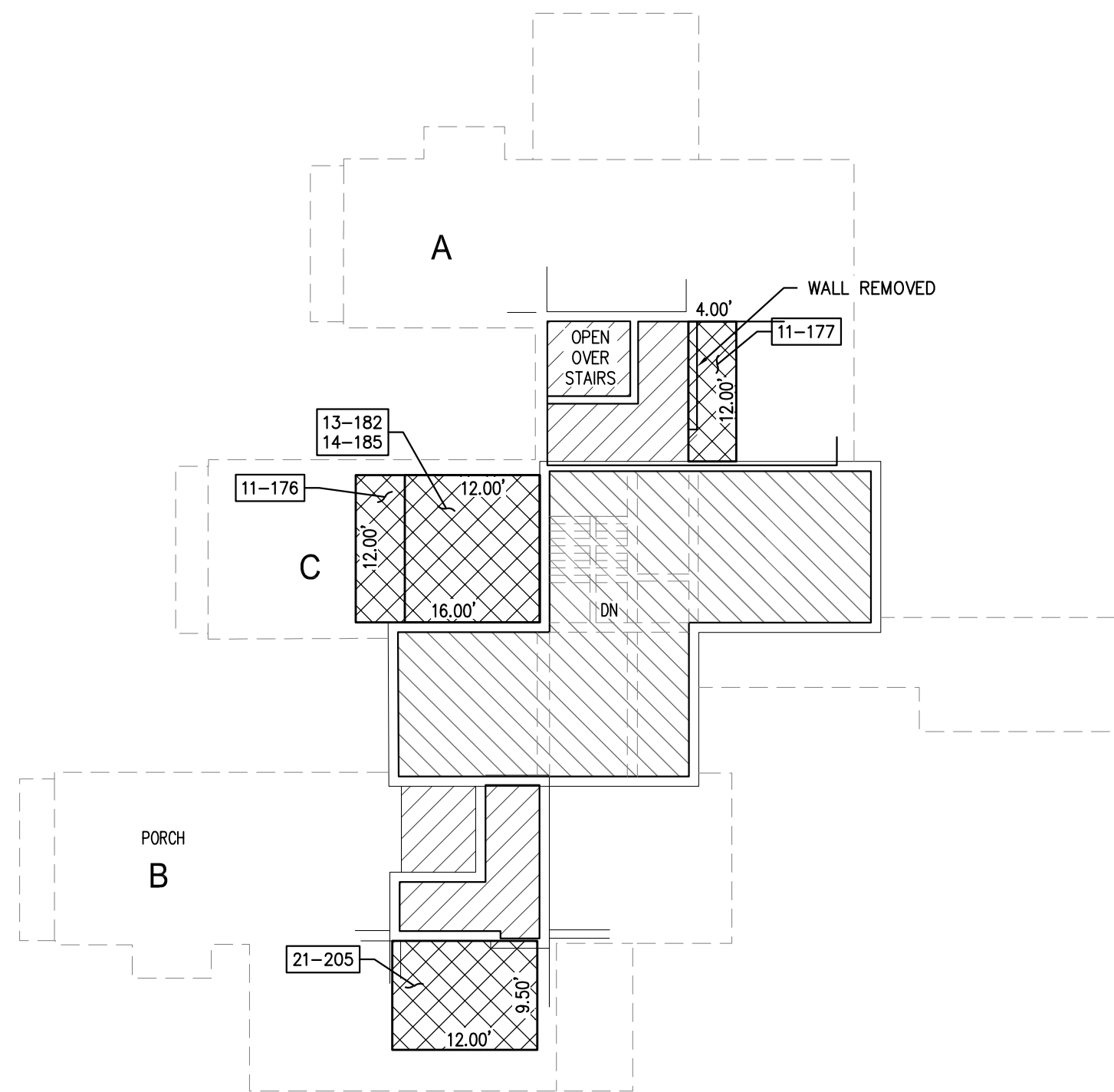
BUILDING INFORMATION		
BLDG	UNIT NO.	SQ SF
11	175	144
11	177	144
13	181	144
13	183	144
14	184	144
16	190	144
16	191	144
16	192	144
17	193	144
17	195	144
19	199	144
19	201	144
20	204	144
21	207	144



FOURTH LEVEL PLAN

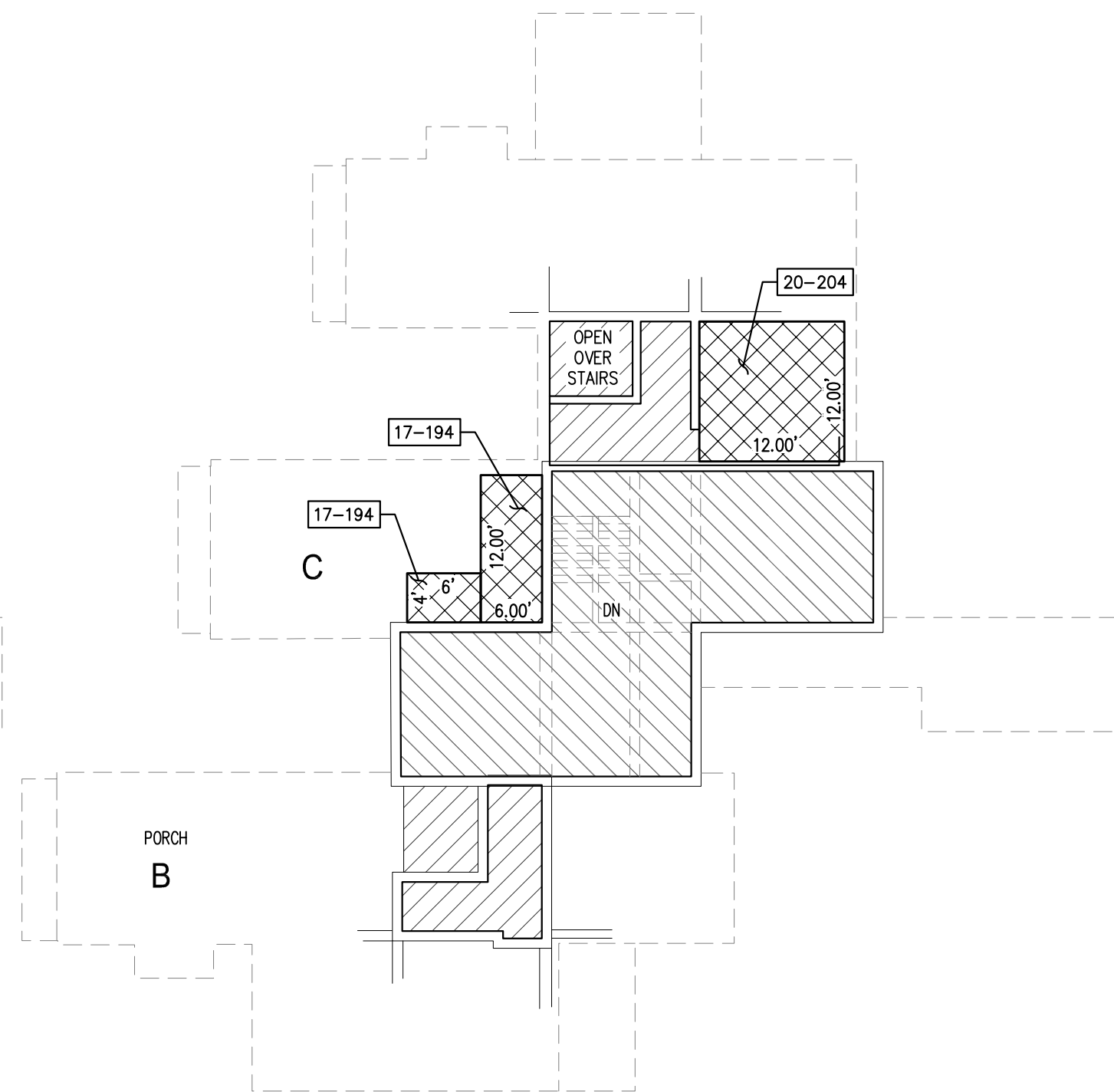
BUILDING INFORMATION		
BLDG	UNIT NO.	SQ SF
13	182	48
17	194	48

TRI-PLEX BUILDING TYPE "A", "B" & "C" BUILDINGS
NO. 11, 13, 14, 16, 17, 19, 20 & 21



THIRD LEVEL PLAN

BUILDING INFORMATION		
BLDG	UNIT NO.	SQ SF
11	177	48
11	176	192
13	182	144
14	185	144
21	205	114



THIRD LEVEL PLAN ALT 2

BUILDING INFORMATION		
BLDG	UNIT NO.	SQ SF
17	194	72
11	176	24
20	204	144

LEGEND:

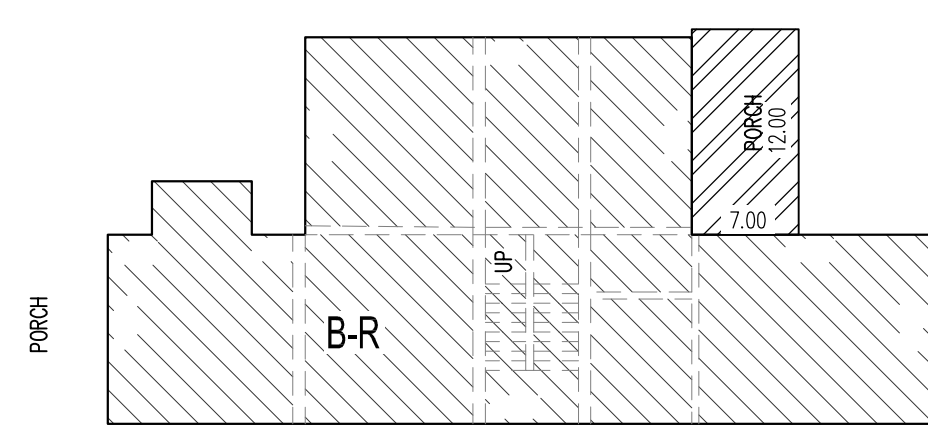
- PRIVATE OWNERSHIP AREA "A"
- COMMON OWNERSHIP
- PRIVATE OWNERSHIP AREA "B"
- CONVERTIBLE SPACE AREA "C"
- EXISTING STORAGE AREAS
(SHEETS 7, 8, & 9)

AMENDED
RECORD OF SURVEY MAP
PAYDAY CONDOMINIUM
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

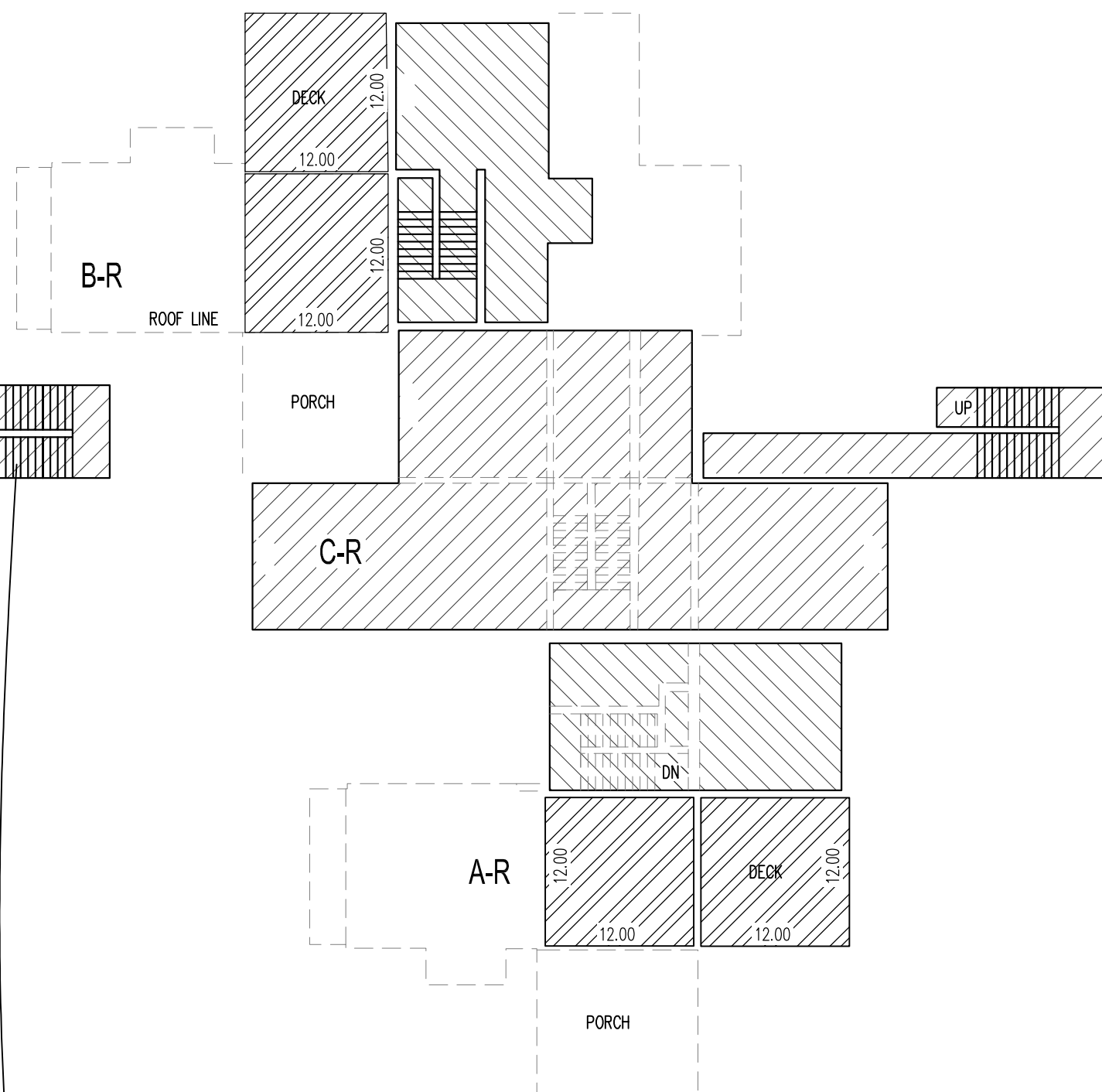
SHEET 9 OF 12

RECORDED
ENTRY NO. _____ BOOK _____ PAGES _____
STATE OF _____
COUNTY OF _____
RECORDED AND FILED AT THE REQUEST OF: _____
COUNTY RECORDER

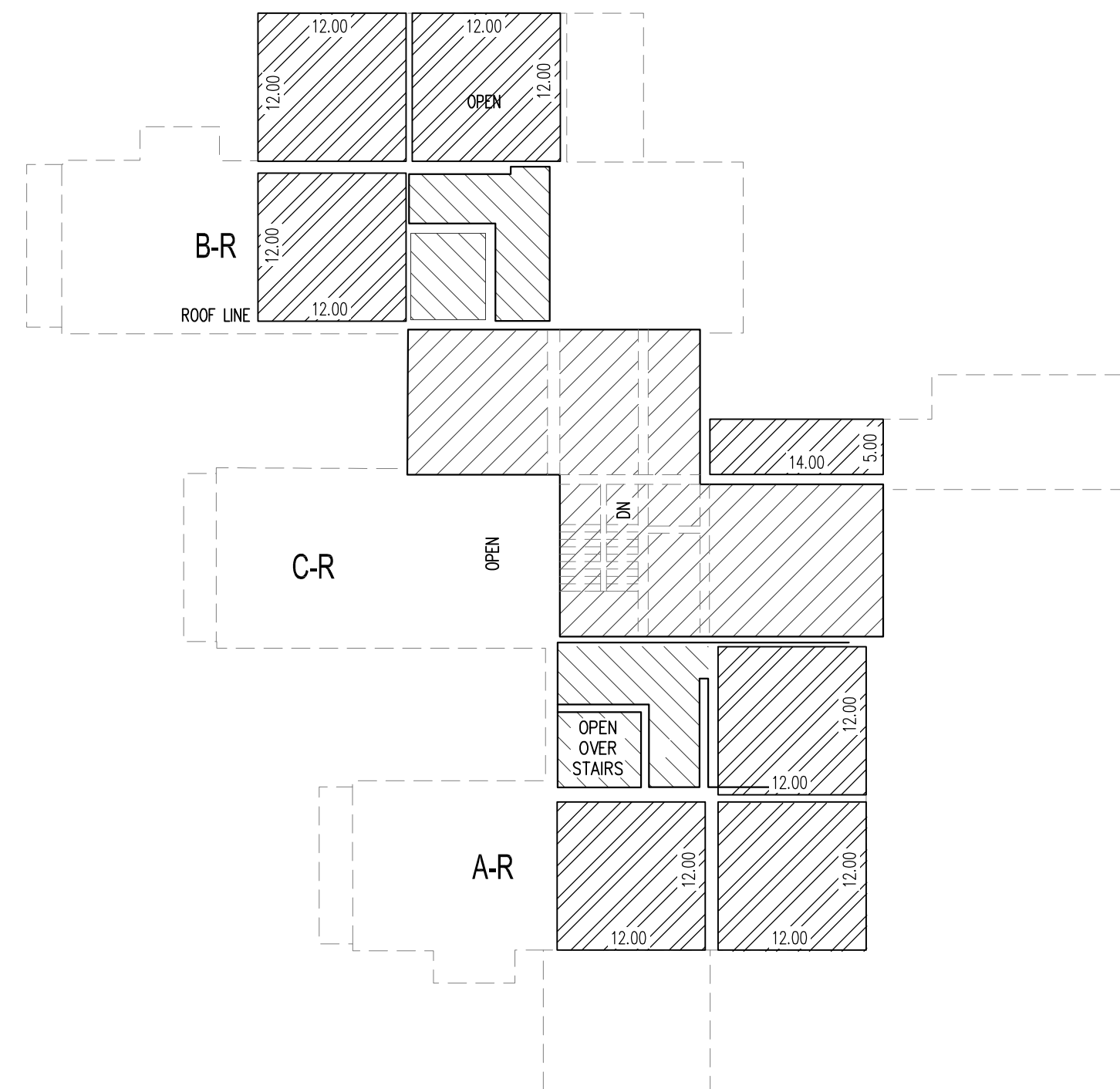
NOT TO SCALE



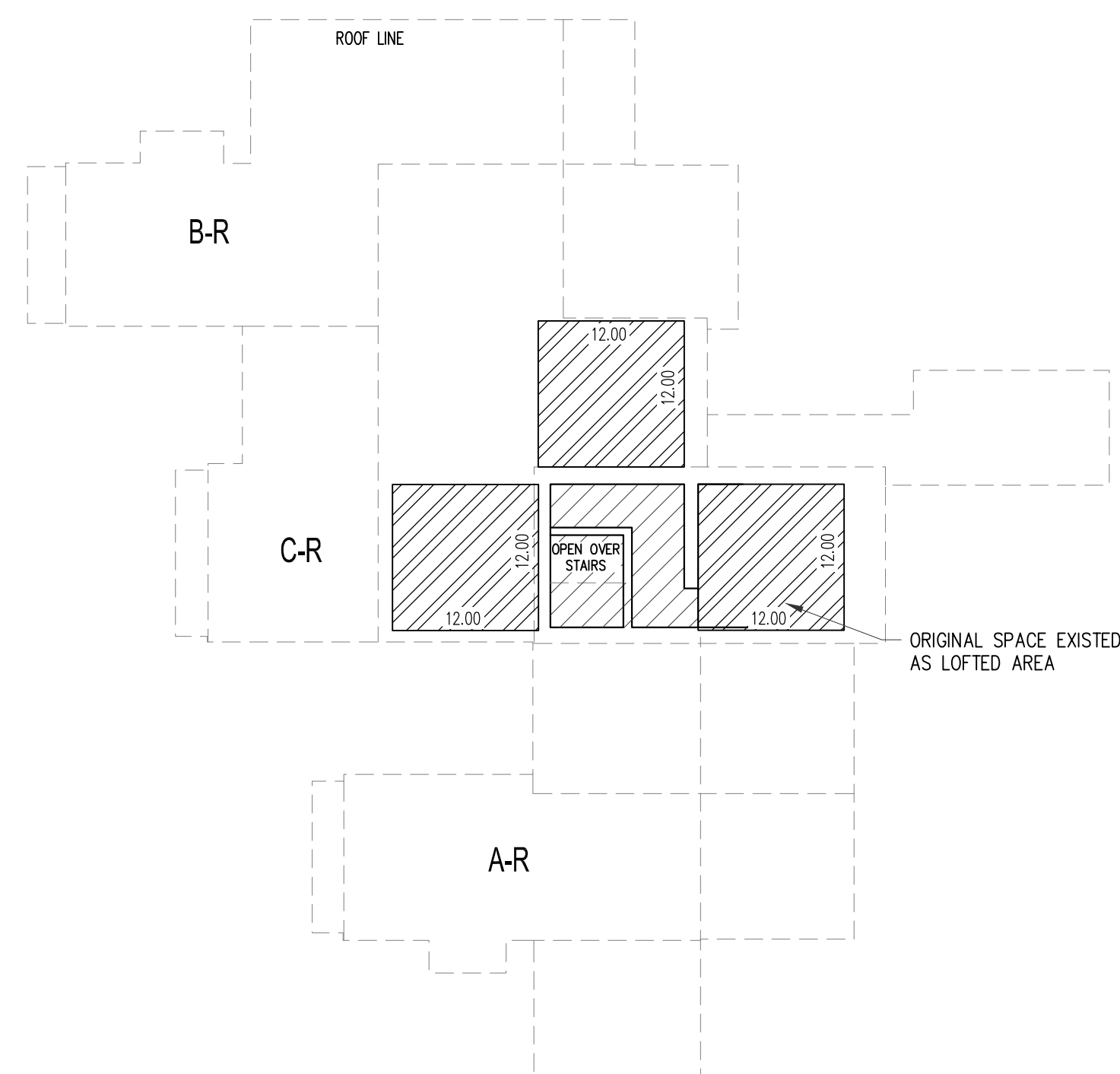
FIRST LEVEL PLAN



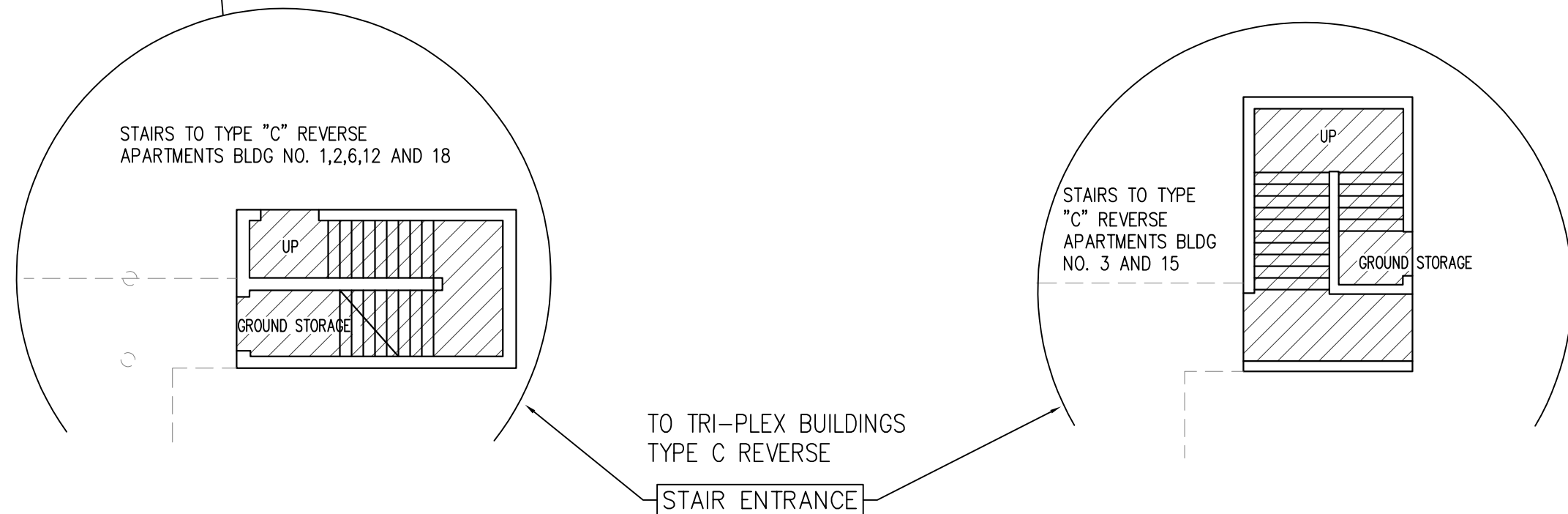
SECOND LEVEL PLAN



THIRD LEVEL PLAN

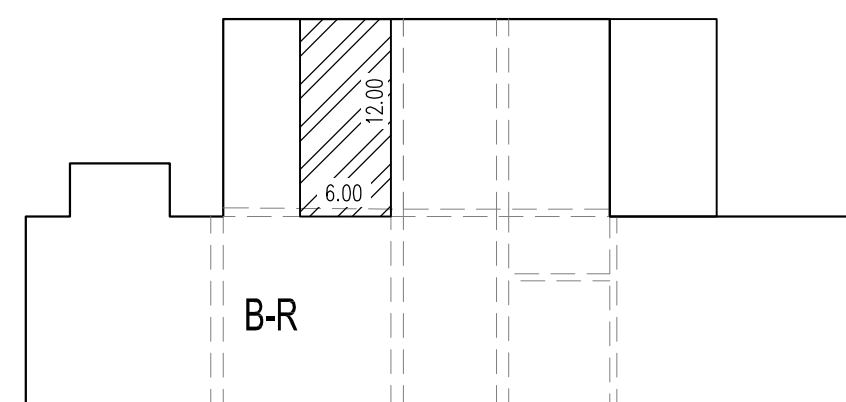


FOURTH LEVEL PLAN

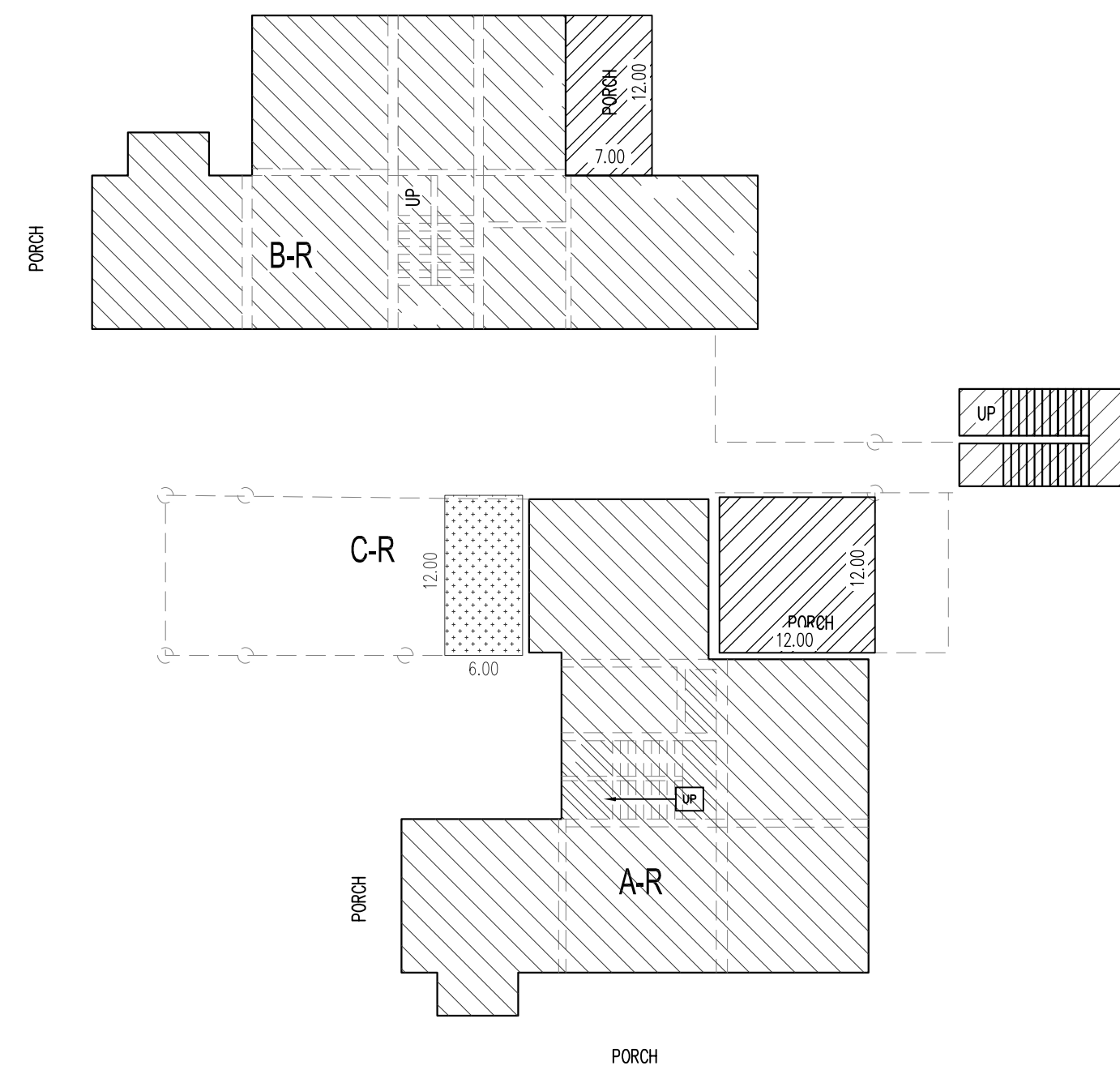


STAIR ENTRANCE

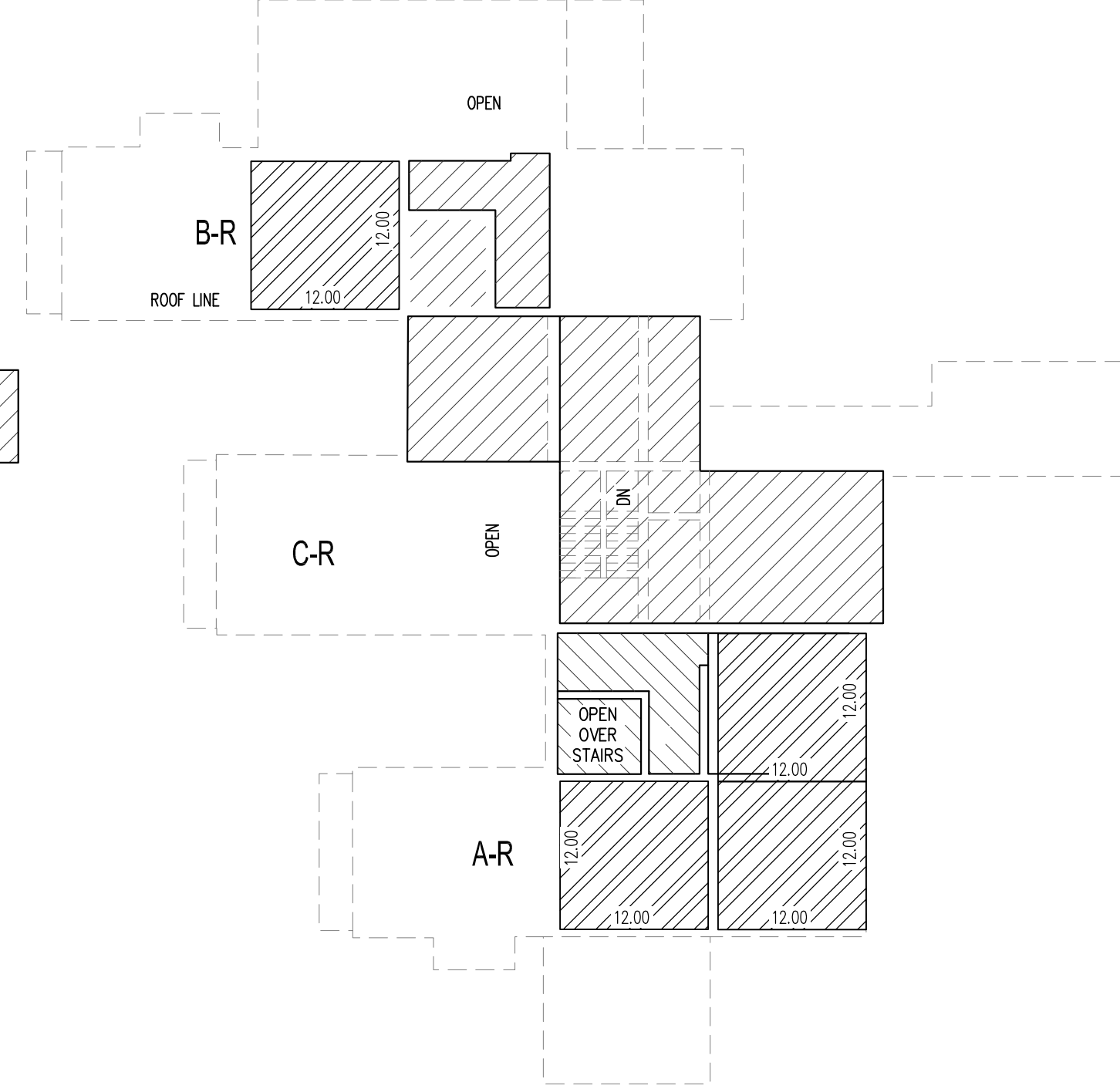
TRI-PLEX BUILDING TYPE "A-R","B-R","C-R"
(REVERSE) BUILDINGS NO. 1,2,3,6,12,15 & 18



BASEMENT LEVEL PLAN
BUILDING NO. 6



FIRST LEVEL PLAN ALT 2
BUILDING NO. 6



THIRD LEVEL PLAN ALT 2
BUILDING NO. 6

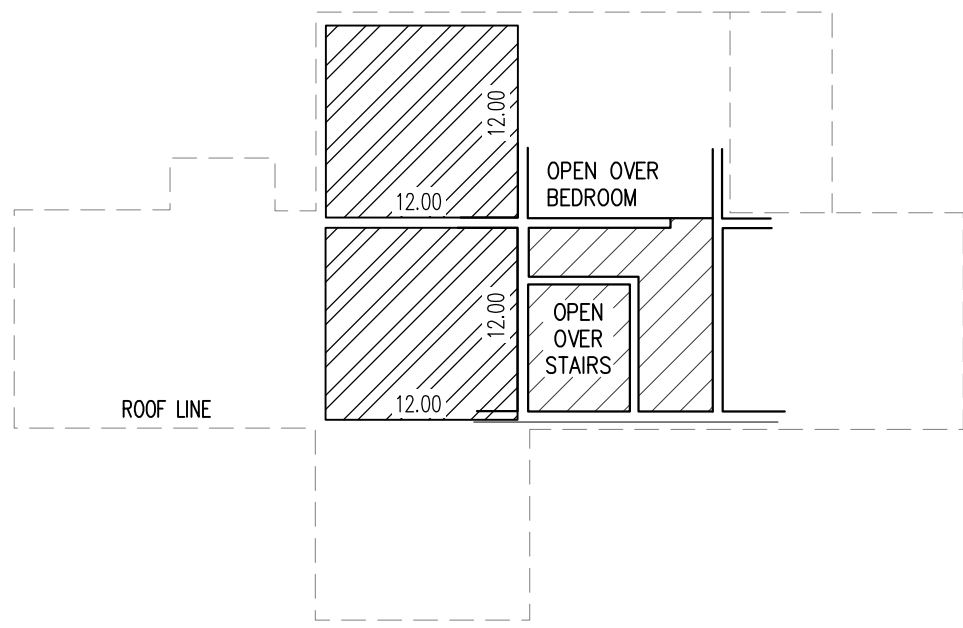
- LEGEND:**
- PRIVATE OWNERSHIP AREA "A"
 - PRIVATE OWNERSHIP AREA "B"
 - CONVERTIBLE SPACE AREA "C"
 - STORAGE - CONVERTIBLE SPACE (SHEETS 10, 11, & 12)

AMENDED
RECORD OF SURVEY MAP
PAYDAY CONDOMINIUM
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

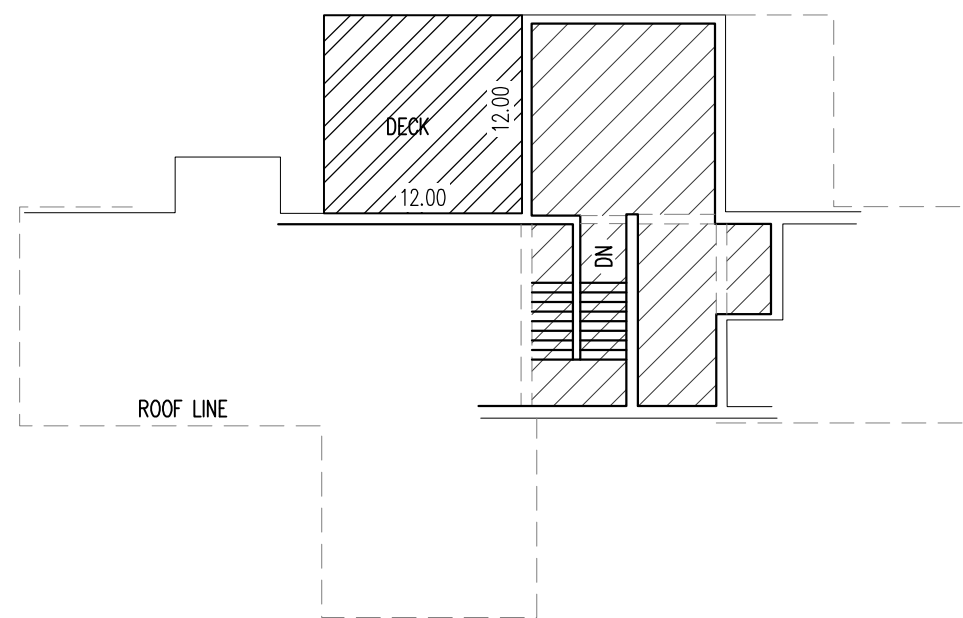
SHEET 10 OF 12

RECORDED
ENTRY NO. _____ BOOK _____ PAGES _____
STATE OF _____
COUNTY OF _____
RECORDED AND FILED AT THE REQUEST OF: _____
COUNTY RECORDER

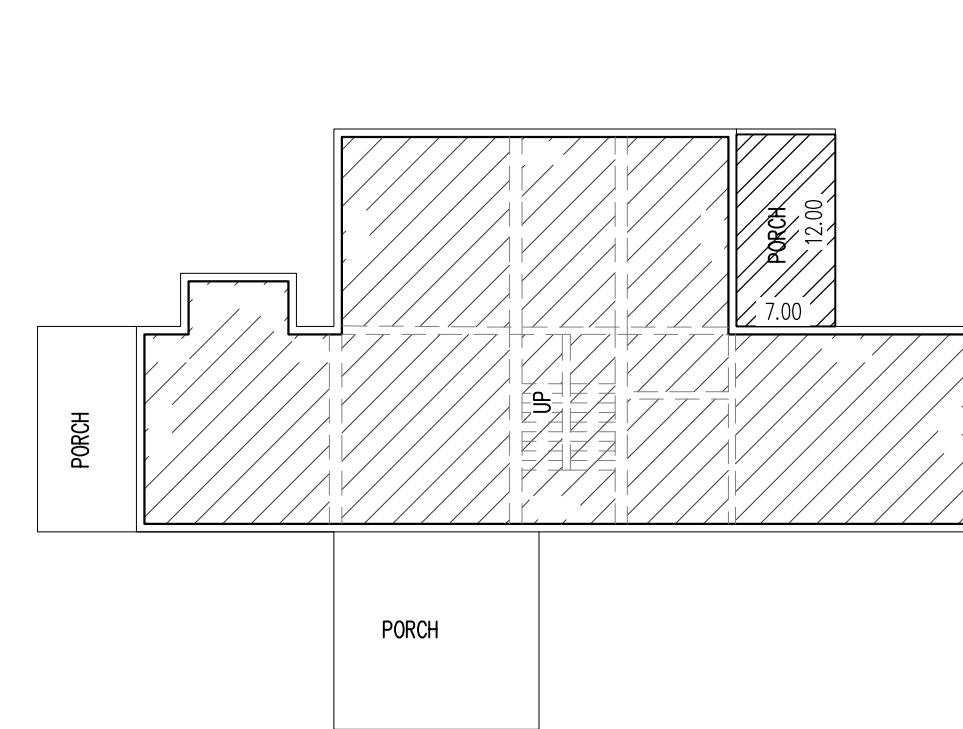
NOT TO SCALE



THIRD LEVEL PLAN

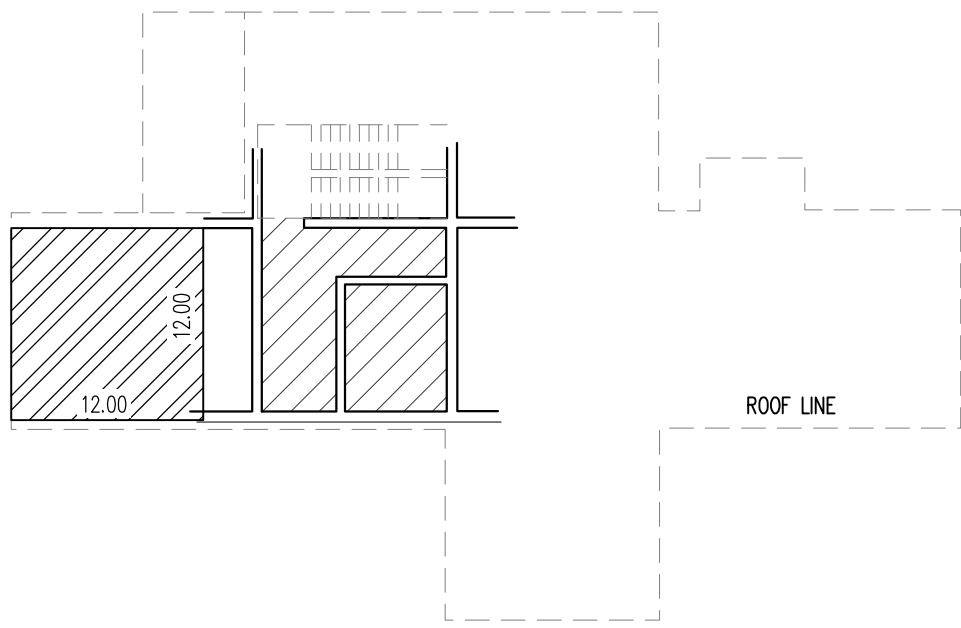


SECOND LEVEL PLAN

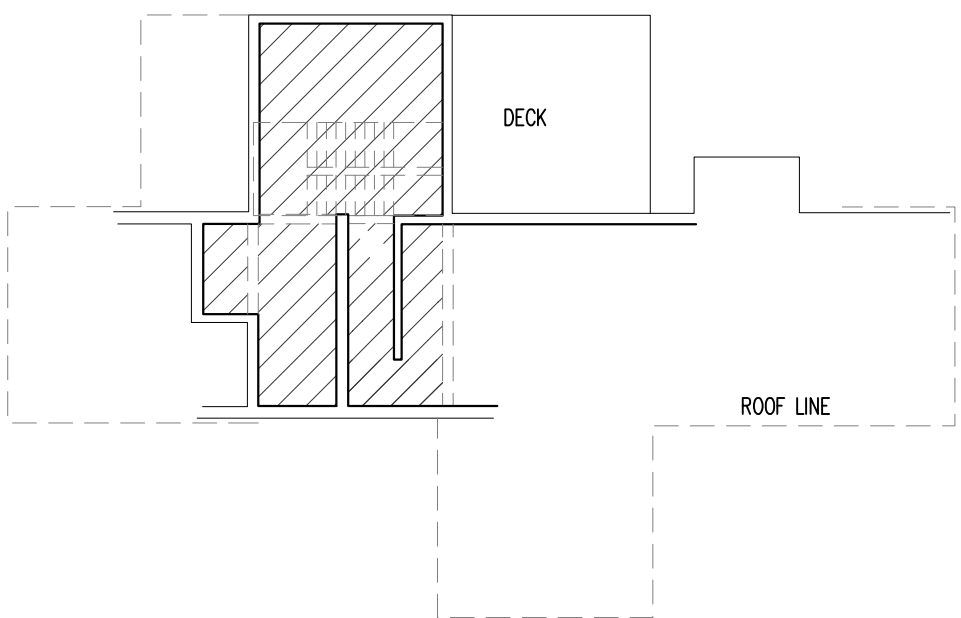


FIRST LEVEL PLAN

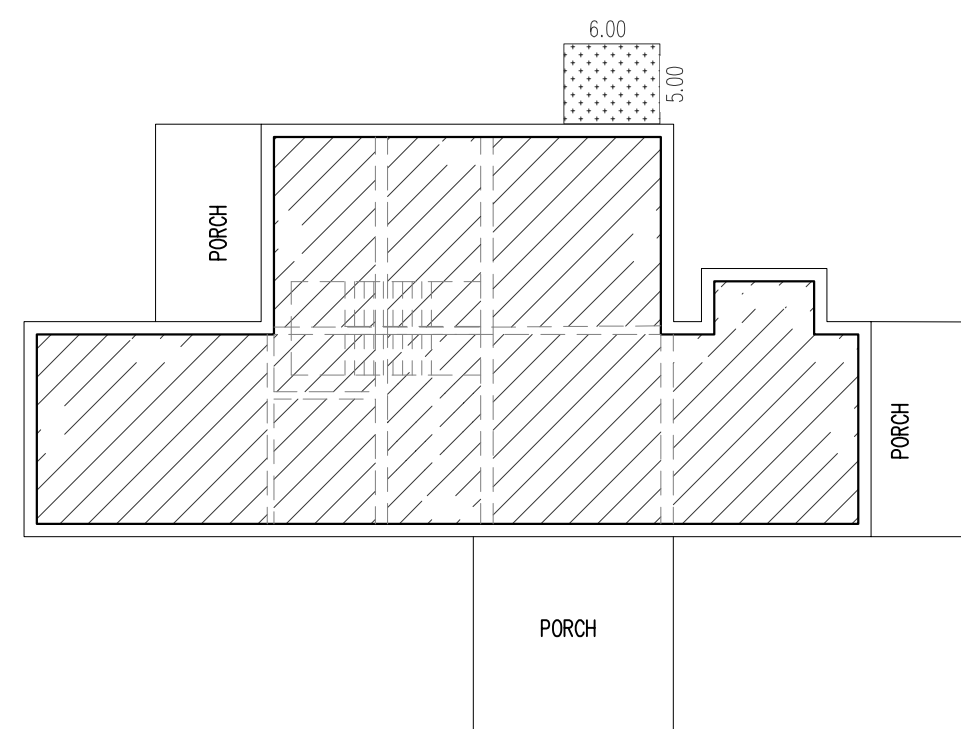
TYPE "B" (REVERSE) BUILDING NO. 5 & 7



THIRD LEVEL PLAN

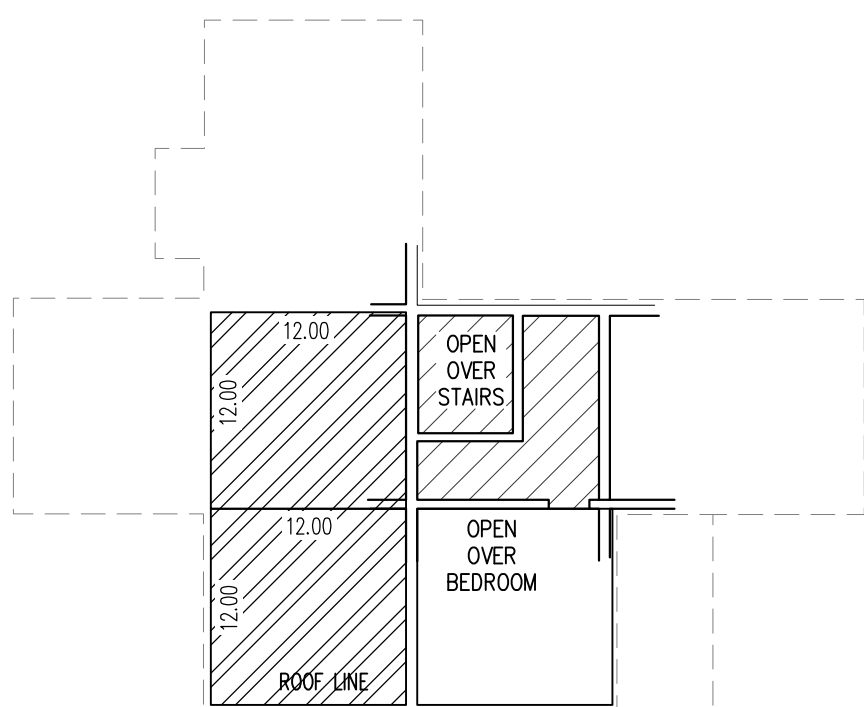


SECOND LEVEL PLAN

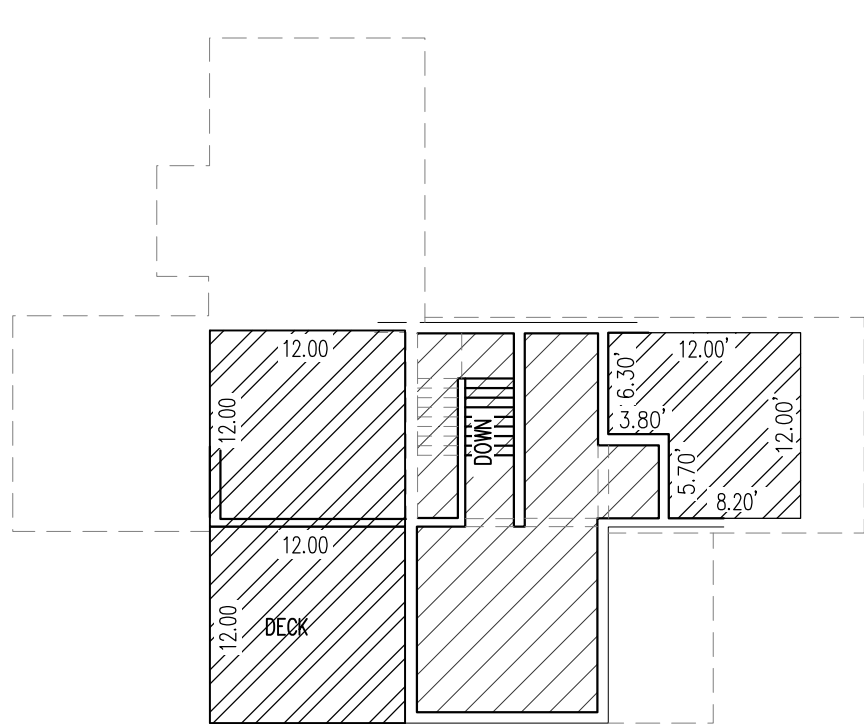


FIRST LEVEL PLAN

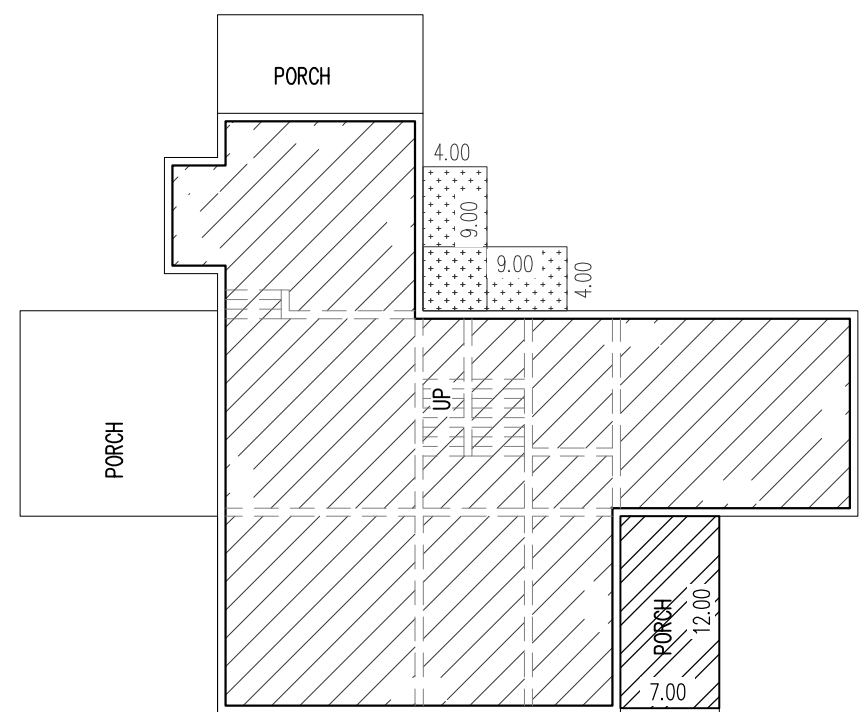
TYPE "B" BUILDING NO.10



THIRD LEVEL PLAN



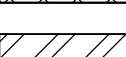
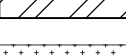
SECOND LEVEL PLAN



FIRST LEVEL PLAN

TYPE "A" (REVERSE)
BUILDINGS NO. 4, 8 & 9

LEGEND:

-  PRIVATE OWNERSHIP AREA "A"
-  PRIVATE OWNERSHIP AREA "B"
-  CONVERTIBLE SPACE AREA "C"
-  STORAGE - CONVERTIBLE SPACE (SHEETS 10, 11, & 12)

AMENDED
RECORD OF SURVEY MAP
PAYDAY CONDOMINIUM
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 11 OF 12

RECORDED

ENTRY NO. _____ BOOK _____ PAGES _____

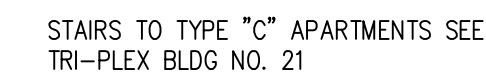
STATE OF _____

COUNTY OF _____

RECORDED AND FILED AT THE REQUEST OF: _____

_____ COUNTY RECORDER

NOT TO SCALE



LEGEND:

	PRIVATE OWNERSHIP AREA "A"
	PRIVATE OWNERSHIP AREA "B"
	CONVERTIBLE SPACE AREA "C"
	STORAGE - CONVERTIBLE SPACE (SHEETS 10, 11, & 12)

SHEET 12 OF 12

RECORDED

ENTRY NO. _____ BOOK _____ PAGES _____

STATE OF _____

COUNTY OF _____

RECORDED AND FILED AT THE REQUEST OF:

COUNTY RECORDER

NOT TO SCALE



Covered Entry Porches



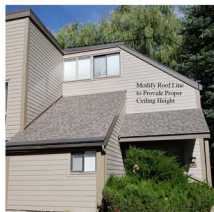
Entry Area Beneath 2nd Story
Condo Adjacent to Breezeway



Decks Over Kitchen Area /
Flat Roof Areas /
Interior Vaulted Ceiling



Tri-plex - Decks Over Kitchen Area / Flat Roof
Area



Modify Sloped Roof Areas

EXHIBIT 'A'

Payday Condominiums

Potential Allowed Remodel Additions Areas



PAYDAY CONDOMINIUM PANORAMIC VIEWS





AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

FOR

PAYDAY
CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

IN

SUMMIT COUNTY, UTAH

May 2016

TABLE OF CONTENTS

RECITALS	1
ARTICLE 1: DEFINITIONS	2
1.1 Act	2
1.2 Articles	2
1.3 Assessment	2
1.4 Association	2
1.5 Board of Trustees	2
1.6 Board Member	2
1.7 Building	2
1.8 Bylaws	3
1.9 C Type Unit	3
1.10 Common Area	3
1.11 Common Expenses	4
1.12 Declaration	4
1.13 Electronic Transmission.....	4
1.14 Governing Documents	4
1.15 Ground Deck.....	4
1.16 Lender	4
1.17 Limited Common Area	4
1.18 Manager	4
1.19 Occupant	4
1.20 Owner	5
1.21 Person	5
1.22 Plat	5
1.23 Project	5
1.24 Property.....	5
1.25 Rooftop Deck.....	5
1.26 Rules	5
1.27 Terms and Conditions	5
1.28 Undivided Interest	5
1.29 Unit	6
ARTICLE 2: THE PROJECT	6
2.1 Submission to the Act	6
2.2 Binding Effects of Governing Documents	6
2.3 Project Name	6
2.4 Nature of the Project	6
2.5 Identification of Units	6
2.6 Registered Agent	6
ARTICLE 3: DESCRIPTION OF THE UNITS, LIMITED COMMON AREA, AND UNDIVIDED INTERESTS	6

3.1 The Unit	7
3.2 Limited Common Area	8
3.3 Undivided Interest of Each Unit in the Votes of the Association	9
3.4 Plat	9
ARTICLE 4: MAINTENANCE, REMODELING, AND UTILITIES	9
4.1 Owner Responsibility	9
4.2 Association Responsibility	11
4.3 Remodeling, Maintenance, and Repair of Units	13
4.4 Default in Maintenance	14
4.5 Utilities.....	15
ARTICLE 5: ORGANIZATION AND GOVERNANCE	
OF THE ASSOCIATION	15
5.1 Organization of Association	15
5.2 Modifying or Changing the Name of the Project	15
5.3 Legal Organization	15
5.4 Membership	15
5.5 Availability of Documents.....	16
5.6 Board of Trustees	16
5.7 Reasonable Ongoing Requirements for Board Members	16
5.8 Limitation on Authority of Owners, Board Members, Officers & Board	16
5.9 No Estoppel or Reliance on Actions or Authorizations Contrary to Governing Documents	17
5.10 Registration with the State	17
ARTICLE 6: GENERAL RIGHTS AND RESPONSIBILITIES	
OF THE ASSOCIATION	17
6.1 Rights and Responsibilities of the Association	17
ARTICLE 7: BUDGETS & ASSESSMENTS	19
7.1 Purpose of Assessments	20
7.2 Budget and Regular Assessment	20
7.3 Payment of Regular Assessments	20
7.4 Adjustments to Regular Assessments	20
7.5 Personal Obligation for Assessment	21
7.6 Improvements	21
7.7 Allocation of Assessments	21
7.8 Rules Regarding Billing and Collection Procedures	21
7.9 Certificate of Payment	21
7.10 Special Assessments	21
7.11 Special Assessments to Individual Units	22
7.12 Acceptance of Material Services	22
7.13 Application of Excess Assessments	22
7.14 No Offsets	22
7.15 How Payments Are Applied	22

7.16 Loans	22
ARTICLE 8: NONPAYMENT OF ASSESSMENTS & JOINT AND SEVERAL LIABILITY OF OWNERS FOR ALL PAST UNPAID ASSESSMENTS	
8.1 Delinquency	23
8.2 Collection Charges and Interest	23
8.3 Joint and Several Liability of Owner and Future Owners for All Past and Presently Accruing Unpaid Assessments	23
8.4 Lien	23
8.5 Action at Law	23
8.6 Foreclosure Sale	24
8.7 Homestead Waiver	24
8.8 Termination of Delinquent Owner's Rights	24
8.9 Requiring Tenant to Pay Rent to Association	24
8.10 Attorney Fees Incurred as a Result of a Default	24
8.11 Association Foreclosure	25
ARTICLE 9: PROPERTY RIGHTS IN UNITS AND COMMON AREA	
9.1 General Easements to Common Area and Units	25
9.2 Public Utilities	25
9.3 Easements for Encroachments	26
9.4 Limitation on Easement—Suspension of Owner's Rights	26
9.5 Views	27
ARTICLE 10: USE LIMITATIONS AND CONDITIONS	
10.1 Rules	27
10.2 Signs	27
10.3 Nuisance	27
10.4 Smoking	27
10.5 Temporary Structures	27
10.6 Parking	27
10.7 External Fixtures	28
10.8 Window Covers	28
10.9 External Laundering	28
10.10 Outside Speakers and Amplifiers	28
10.11 Repairs	28
10.12 Unsightly Items	28
10.13 Animals	28
10.14 Landscape Maintenance	29
10.15 Floor Load	29
10.16 Residential Occupancy	29
10.17 No Subdivision or Timeshare of Units or Recording by Owners of Terms and Conditions	29
10.18 Architectural Control	29
10.19 Lighting	30

10.20 Variances	31
10.21 Hazardous Substances	31
10.22 Variances.....	31
10.23 Hazardous Substances.....	31
ARTICLE 11: INSURANCE	32
11.1 Insurance Requirements	32
11.2 Annual Insurance Report	32
11.3 Property Insurance	33
11.4 Comprehensive General Liability (CGL) Insurance	36
11.5 Director's and Officer's Insurance	36
11.6 Insurance Coverage for Theft and Embezzlement of Association Funds	37
11.7 Workers' Compensation Insurance	37
11.8 Certificates	37
11.9 Named Insured	37
11.10 Association's Right to Negotiate All Claims and Losses and Receive Proceeds	37
11.11 Insurance Trustee	38
11.12 Owner Act Cannot Void Coverage Under Any Policy	38
11.13 Waiver of Subrogation against Owners and the Association	38
11.14 Right of Action	38
11.15 Applicable Law	38
ARTICLE 12: DESTRUCTION OF IMPROVEMENTS	38
12.1 Reconstruction	38
12.2 Insurance Proceeds Sufficient for Reconstruction	39
12.3 Insurance Proceeds Insufficient for Reconstruction	39
ARTICLE 13: EMINENT DOMAIN	40
13.1 Total Taking of a Unit	40
13.2 Partial Taking of a Unit	40
13.3 Taking of a Limited Common Area.....	40
13.4 Taking of a Common Area	40
13.5 Taking of Entire Project	41
13.6 Priority and Power of Attorney	41
ARTICLE 14: TERMINATION	41
14.1 Required Vote	41
14.2 Termination Agreement	41
14.3 Sale of Project	41
14.4 Association Duties	41
14.5 Proceeds of Sale	42
14.6 Allocation upon Termination	42
ARTICLE 15: AMENDMENTS	42
15.1 General Amendment Requirements	42

15.2 Scope of Amendments	42
15.3 Execution and Effective Date of Amendments	43
15.4 Change to Plat or Boundaries of the Association	43
15.5 Amendment to Conform to Law	43
15.6 Amendments to Reassign Parking Spaces or Storage Units	44
15.7 Consent of Two-Thirds Owners to alter Undivided Interests	44
ARTICLE 16: INTERPRETATION, CONSTRUCTION, AND APPLICATION	
OF DECLARATION	44
16.1 No Waiver	44
16.2 Conflicting Provision	44
16.3 Interpretation of Declaration and Applicability of the Act	44
16.4 Cumulative Remedies	45
16.5 Severability	45
16.6 Construction	45
16.7 Applicable Law	45
16.8 Gender and Number	45
16.9 Effect of Declaration	45
ARTICLE 17: NOTICE	45
17.1 Notices	45
ARTICLE 18: ATTORNEY FEES AND COSTS	48
18.1 Legal Costs Associated with Disputes with Owners	48
ARTICLE 19: RESERVES	49
19.1 Requirement for Reserves	49
ARTICLE 20: LEASING AND NON-OWNER OCCUPANCY	50
20.1 Declaration and Rules Govern Non-Owner Occupancy	50
20.2 Definitions	50
20.3 Units Permitted to be Non-Owner Occupied	51
20.4 Permitted Rules	51
20.5 Requirements for Leasing and Non-Owner Occupancy	52
20.7 Exceptions for Family Members	52
ARTICLE 21: GENERAL PROVISIONS	52
21.1 Enforcement	52
21.2 Nonliability of Officials	52
21.3 Use of Funds Collected by the Association	52
21.4 Owner Liability and Indemnification	52
21.5 Consent, Power of Attorney, Waiver	53
21.6 Security	53
21.7 Reasonable Accommodations	53
21.8 No Representations and Warranties	54

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PAYDAY CONDOMINIUMS

This Declaration is recorded by the Payday Condominium Association (the "Association"), upon its approval by the Owners, and is effective as of the date it is recorded in the Summit County Recorder's Office.

RECITALS

1. Capitalized terms in this Declaration are defined in Article 1 or in other sections of this Declaration.
2. The "Condominium Declaration for Payday Condominiums" was recorded on May 30, 1972, with the office of the Summit County Recorder as Entry No. 116008 in Book M38 beginning at Page 467("the Enabling Declaration").
3. The "By-Laws of the Payday Condominium Association" were recorded on May 30, 1972, with the office of the Summit County Recorder as Entry No. 116009 in Book M38 beginning at Page 491(the "Original Bylaws").
4. The "By-Laws of the Payday Condominium Association" were recorded on June 8, 1972, with the office of the Summit County Recorder as Entry No. 116127 in Book M39 beginning at Page 28 (the "Amended Bylaws").
5. The "Amendment to Condominium Declaration for Payday Condominiums" was recorded on August 1, 1972, with the office of the Summit County Recorder as Entry No. 116487 in Book M39 beginning at Page 740 (the "Amendment to Declaration").
6. The Association, with the authority and approval of the Owners, hereby adopts this Declaration, which (along with and subject to any future amendments) shall be the sole Declaration for the Project and which shall amend and completely replace the Enabling Declaration, the Original Bylaws, the Amended Bylaws, and the Amendment to Declaration and all prior declarations and amendments thereto, (whether recorded or not, properly adopted or not, or referenced in this Declaration or not), prior to the date of the recording of this Declaration.
7. This Declaration is adopted to replace and update the terms of the Enabling Declaration, the Original Bylaws, the Amended Bylaws, and the Amendment to Declaration and any amendments thereto, **to further define the rights of the Association and the Owners, and to provide for a general plan for managing the Project; all in furtherance of the Association's efforts to efficiently and economically protect and enhance the value of the Units and the Project and to create a superior living environment.**

8. All rights of the declarant defined in the Enabling Declaration have expired pursuant to the terms of the Enabling Declaration and Utah Code Ann. § 57-8-16.5. No declarant approval is required for this amendment.
9. The Association and Owners hereby desire to establish the Terms and Conditions for the mutual benefit and burden of the Association, and all current and future Owners, Occupants, Lenders, and others acquiring any interest in the Project.
10. The Management Board has obtained the approval of the Owners necessary to adopt and record this Declaration and the attached Exhibits.

NOW, THEREFORE, for the reasons recited above the Association hereby adopts this Declaration.

ARTICLE 1: DEFINITIONS

As used herein, unless the context otherwise requires:

- 1.1 “Act” shall mean the Condominium Ownership Act codified beginning at Section 57-8-1, Utah Code Annotated.
- 1.2 “Articles” shall mean the Articles of Incorporation or the chartering document of any other legal entity, as have been or may be amended from time to time, if any entity shall be formed and remain in effect for the Association.
- 1.3 “Assessment” shall mean any monetary charge imposed or assessed on an Owner by the Association as provided for in this Declaration or the Act.
- 1.4 “Association” shall refer to the Payday Condominium Association, the membership of which shall include each Owner in the Project. The Association may be incorporated as a nonprofit corporation. If the Owners are ever organized as another type of entity, under a different legal name, or if the Owners act as a group without legal organization, “Association” as used in this Declaration shall refer to that entity or group.
- 1.5 “Board of Trustees” or “Board” shall mean the body of elected or appointed people with primary authority to manage the affairs of the Association, including the responsibility and authority to make and enforce all of the reasonable rules covering the operations and maintenance of the Project
- 1.6 “Board Member” shall mean a duly qualified and elected or appointed member of the Board of Trustees.
- 1.7 “Building” or “Buildings” shall mean the buildings containing the Units in the Project.

- 1.8 "Bylaws" shall mean the bylaws of the Association attached as Exhibit C, and all valid amendments and supplements thereto. No amendment to the Bylaws shall be effective until it is recorded.
- 1.9 "C Type Unit" shall mean all Units designated as "C" types units on the Plat.
- 1.10 "Common Area" shall, unless otherwise more specifically provided in this Declaration, mean everything and everywhere in the Project, except to the extent any fixture, structure, or other area is part of a Unit as defined herein. Unless otherwise specifically included or excluded on the Plat or in this Declaration, Common Area includes but is not limited to:
- (a) all real property included within the Project, including any air space or subsurface rights, whether leasehold or in fee simple;
 - (b) all fixtures and equipment related to the provision of electricity, gas, water, television, internet, and electronic services, and the removal of waste water;
 - (c) all apparatus and installations clearly intended and existing for common use including, if any, stairways (except as otherwise provided herein), roofs, tanks, pumps, ducts, fans, compressors, wiring, and central or common installations and equipment to provide power, light, water, heating, air conditioning, and garbage disposal;
 - (d) all Limited Common Areas;
 - (e) all parts of the exterior of any building not otherwise part of the Unit including all skylights, and frames of skylights;
 - (f) all parts of any exterior door not otherwise part of the Unit, including thresholds, jams, hinges, doorbells, chimes, handles, and locks and all components therein
 - (g) all roadways and parking areas in the Project that are not otherwise specifically dedicated to a governmental body or by other means specifically excluded from the Project in the Plat or Declaration;
 - (h) all Decks, Rooftop Decks, and related stairs and benches, balconies and patios and any crawl space underneath any Unit;
 - (j) all breezeways between Units and crawl spaces below Units; and
 - (k) all other parts of the Project necessary or convenient to its existence, maintenance, safe operations, or normally in common use.

The definition of Common Area in this Declaration shall supersede the definition of "Common Area and Facilities" in the Act and shall apply in all instances when the term "Common Areas and Facilities" is used in the Act.

- 1.11 "Common Expenses" shall mean (1) all sums lawfully assessed against all of the Owners; (2) expense of administration, maintenance, repair, or replacement of the Common Areas, except for any Common Area for which maintenance has been assumed by an Owner; and (3) the costs for: (a) maintenance, repair, and replacement of those aspects of the Units which are maintained by the Association as provided for in this Declaration (if any); (b) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, consultants, and employees; (c) utilities (other than utilities that are separately metered and charged to the Units), extermination, landscape maintenance, and other related services; (d) insurance and bonds required or allowed by this Declaration; (e) amounts deposited in reserves; (f) other charges incurred by the Association as provided for or allowed in the Act or the Governing Documents; and (g) any other expenses of the Association arising from the operation of the Association and not otherwise excluded from Common Expenses by the Governing Documents or any applicable law.
- 1.12 "Declaration" shall mean this Declaration, including all attached exhibits, which, other than the Bylaws, are hereby incorporated by reference into the Declaration and shall be part of the Declaration, and any and all amendments to this Declaration.
- 1.13 "Electronic transmission" or "electronically transmitted" means a process of communication not directly involving the physical transfer of paper that is suitable for the receipt, retention, retrieval, and reproduction of information by the recipient, whether by email, texting, facsimile, or otherwise.
- 1.14 "Governing Documents" shall refer to this Declaration, the Plat, the Bylaws, the Rules, any Articles, and any other documents or agreements binding upon all of the Owners.
- 1.15 "Ground Deck" shall refer to any balcony, patio, deck or associated with, and adjacent to, any Unit, that is not part of the roof of a building. Ground Decks shall not include Rooftop Decks.
- 1.16 "Lender" shall mean a holder of a mortgage or deed of trust on a Unit.
- 1.17 "Limited Common Area" shall mean a portion of the Common Area specifically designated in this Declaration or the Plat for the exclusive use of Owners of one or more Units to the exclusion of other Owners. Conveyance of a Unit includes the use of the Limited Common Area designated for the use of the Owner of the Unit.
- 1.18 "Manager" shall mean any Person engaged by the Association to manage the Project.
- 1.19 "Occupant" shall mean any Persons, other than an Owner, in possession of, using, entering into, or living in a Unit or the Project, including, without limitation, family

members, tenants, guests, and invitees of an Owner or an Occupant. Occupants shall include any trespassers or previously lawful Occupants if the Owner fails to secure the Unit against trespass, fails to take action necessary and appropriate to remove trespassers or previously lawful Occupants immediately upon notice of the trespass or occupancy, or fails to take reasonable measures to become aware of any unauthorized Occupants in the Unit or of any unauthorized entry and use of the Unit (which shall include the duty to verify the physical condition and occupancy of the Unit at least monthly if it is left unoccupied).

- 1.20 “Owner” shall mean the Person or Persons who have record title to a Unit, including those who hold a fee simple interest in the Unit (in whole or in part), according to the records of the County Recorder of Summit County, Utah; however, Owner shall not include a trustee for a deed of trust.
- 1.21 “Person” shall mean a natural individual, corporation, estate, partnership, trustee, association, joint venture, government, governmental subdivision or agency, or any other legal entity.
- 1.22 “Plat” shall mean the record of survey map or maps of the Project (the “condominium plat” as used in the Act) recorded in the records of the County Recorder of Summit County, Utah and all amendments and supplements thereto. The Plat for the Project was recorded on June 8, 1972 as Entry No. 116125. The Plat contains five pages.
- 1.23 “Project” shall mean the land, whether leasehold or in fee simple, the Buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith; as defined by the Plat and this Declaration and including the Units, the Common Area, and the Limited Common Areas. Project as defined in this Declaration is intended to have the same definition as “Property” as defined in the Act.
- 1.24 “Property” shall mean the property legally described in Exhibit A and all easements and rights appurtenant thereto.
- 1.25 “Rooftop Deck” shall mean any Deck that is part of the roof of any building on the Property.
- 1.26 “Rules” shall mean and refer to the rules adopted by the Association.
- 1.27 “Terms and Conditions” shall mean any one or all of the terms, covenants, rights, obligations, and restrictions set forth in the Governing Documents.
- 1.28 “Undivided Interest” shall mean the interest of that Owner (expressed as a percentage in Exhibit B to this Declaration) in the Common Areas, which shall be applicable for the purposes of voting, the payment of Common Expenses, and for other purposes indicated in this Declaration or the Act. Exhibit B completely replaces any previous exhibit of Undivided Interest.

- 1.29 “Unit” shall mean and refer to an individual condominium unit, unit, or condominium, (all as defined in the Act), which shall consist of a separate physical part of the property intended for independent use, including one or more rooms or spaces located in one or more floors or part or parts of floors in a building, and which is identified on the Plat. Except where the context specifically requires otherwise, reference to a Unit shall include reference to the Undivided Interest appurtenant to such Unit and shall include C Type Units.

ARTICLE 2: THE PROJECT

- 2.1 Submission to the Act. The Association hereby confirms and restates that the Project is a condominium project as defined in the Act and that the Project was and is submitted to the Act.
- 2.2 Binding Effect of Governing Documents. The Property is part of the Project. The Project and all of the Units shall be held, transferred, mortgaged, encumbered, occupied, used, and improved subject to the Terms and Conditions, which Terms and Conditions shall, to the extent they are included in recorded documents, constitute equitable servitudes, easements, and covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Association and each Owner, including their respective heirs, executors, administrators, personal representatives, successors and assigns. By acquiring any interest in a Unit such Owner consents to, and agrees to be bound by, each and every Term and Condition in the Governing Documents.
- 2.3 Project Name. The Project is named “Payday Condominiums” and is located entirely in Park City, Summit County, State of Utah.
- 2.4 Nature of the Project.
- (a) The Project primarily consists of twenty-one (21) Buildings of varying heights including fifteen (15) Buildings which each contain three (3) Units and and six (6) single Unit Buildings.
- 2.5 Identification of Units. All of the Units are referenced specifically and identified by location on the Plat.
- 2.6 Registered Agent. The registered agent of the Association is currently PMA, Inc. If the registered agent changes for any reason, as the registered agent of the Association, the registered agent for the Association may be as provided for in entity filings and HOA registration for the Association on file with the Utah Department of Corporations. The registered agent in this Declaration may be changed by a recorded document solely for the purpose of updating the registered agent information, which may be approved of by the Board without any need for Owner consent.

ARTICLE 3: DESCRIPTION OF THE UNITS, LIMITED COMMON AREA,

AND UNDIVIDED INTERESTS

3.1 The Unit.

- (a) The distinct Unit number that identifies the Unit on the Plat may or may not be consistent with the mailing address of the Unit. See Exhibit C
- (b) Subject to further specification in this Declaration, each Unit consists of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plat, and all interior partitions and other fixtures and improvements within such boundaries. The horizontal boundaries of each Unit shall be the underside of the finished but unpainted or decorated ceiling of each level of the Unit, and the top of the finished but undecorated floor of each level in the Unit. The vertical boundaries of each Unit shall be the interior of the finished but undecorated walls starting at and including the drywall, located on the perimeter lines (boundary) of the respective levels of the Units as shown on the Plat. All framing, concrete, and other structural components in the walls, floors, or ceilings on the vertical and horizontal boundaries of a Unit (as designated on the Plat) and all framing, structures, and concrete in any bearing walls are part of the Common Area. Generally, all wallboard, dry wall, concrete, and framing in walls, ceilings, and floors on the exterior boundaries of the buildings are not part of the Unit and are Common Area, but drywall on the inside of the framing is part of the Unit. All materials constituting any part of the finished surfaces or of the decorating in the Unit are part of the Unit. Generally, all paneling, tile, wallpaper, paint, carpet, hardwood flooring, linoleum, and other materials constituting any part of the finished surfaces or installed on the finished surfaces in a Unit are part of the Unit. All parts of exposed concrete structural components in the Building (including the surface) in or on the boundary of a Unit shall be Common Area. All parts of non-bearing walls and partitions inside the boundaries of a Unit (walls not on the exterior boundary of a Unit) are part of the Unit. For the Units identified on the Plat as type "C" Units, which are second story Units accessed via an external stairways and walkways, the interior of such stairway and walkway shall be considered part of the Unit shall include the interior area of the exterior stairways connecting to the Units. The Unit shall include all exterior windows and doors.
- (d) All pipes, wires, conduits, chutes, flues, ducts, shafts, public utility, water, power, air, sewer lines, or any other similar fixtures located inside the designated vertical and horizontal boundaries of a Unit and those between the point at which the same enter the Owner's Unit and the closer of the point where the same join the utility lines serving another Unit or exit the Building, are part of the Unit.
- (e) Variances between the Plat and as-built construction. The boundaries of a Building or Unit constructed or reconstructed in substantial accordance with the Plat shall be conclusively presumed to be the actual boundaries rather than the description expressed in the Plat, regardless of the settling or lateral movement of

the Building and regardless of minor variance between boundaries shown on the Plat and those of the Building or Unit.

- (f) Each Unit, together with its Undivided Interest in the Common Areas, shall, for all purposes, constitute real property and may be individually conveyed and encumbered and may be inherited or devised by will. Any Unit may be held and owned by more than one Person as joint tenants or as tenants in common, or in any other real property tenancy relationship recognized under the laws of the state of Utah.
- (g) Each Unit shall be assessed separately for taxes, assessments, and other charges of the state of Utah or of any political subdivision or special improvement district or of any other similar authority. The Common Area shall not be subject to separate taxation or assessment.
- (h) Each Owner may separately convey, encumber, or mortgage the Owner's Unit. No Owner may encumber the Common Areas, except to the extent of the Undivided Interest in the Common Area appurtenant to the Unit. The provisions of this Declaration shall be superior to any such interest and in the event of any foreclosure (judicial or otherwise) the Person taking title shall be subject to this Declaration.

3.2 Limited Common Area.

- (a) Specific Identification of Limited Common Areas. The Limited Common Area associated with each Unit shall consist of areas identified on the Plat or in this Declaration as Limited Common Area.
- (b) Parking Spaces. Parking are identified on the Plat and are Common Area but are not assigned. The Association may adopt an amendment to this Declaration or through adopted Rules and Regulations to assign certain parking and storage spaces to particular Units. Any storage spaces assigned to a Unit shall be treated as Limited Common Area associated with said Unit and the Owner of the Unit will be responsible for maintaining the storage space as set forth in section 4.1(c) of this Declaration. All parking spaces shall be maintained by the Association in the same manner as Common Area even if parking spaces are assigned to particular Units.
- (c) Any Deck or porch shown on the Plat shall be Limited Common Area appertaining to the Unit to which the Deck or porch is attached. Any Deck not shown on the Plat and subsequently constructed with approval of the Board or any Deck shown on the Plat but expanded with approval of the Board shall constitute Limited Common Area associated with the Unit until such time as the Deck is returned to its original size or removed. To the extent this section 3.2 contradicts the Plat, this Declaration shall govern. All Rooftop Decks are also Limited Common Area.

- (d) No Severance of Limited Common Area. The right to the exclusive use of the Limited Common Area shall be appurtenant to each respective Unit where so identified and may not be severed from the ownership of the Unit. However, any Deck built or expanded beyond the original dimensions shown on the Plat shall become Limited Common Area until the Deck is returned to its original size, removed, or the Board revokes permission for the new or expanded Deck.
- 3.3 Undivided Interest of Each Unit in the Votes of the Association. The Owners of each Unit shall be entitled to vote their Undivided Interest for all matters related to the Association that Owners are permitted or required to vote or approve. The Undivided Interests shall be as provided for on Exhibit B. Any difference in square footage, location, size, value, or other aspect of any Unit shall not be a reason to alter or change any Undivided Interest.
- 3.4 Plat. The Plat and all dimensions, descriptions, and identification of boundaries therein shall be binding on the Association and the Project. If any conflict exists between the Plat and this Declaration, this Declaration shall control.

ARTICLE 4: MAINTENANCE, REMODELING, AND UTILITIES

4.1 Owner Responsibility.

- (a) The Owner of a Unit shall furnish and be responsible for, at the Owner's own expense, all of the maintenance, repair, and replacement of all of the following with regard to the Owner's Unit, or Common Area used by the Owner or Limited Common Area used by the Owner:
 - (1) All exterior doors, including thresholds, jams, hinges, doorbells, chimes, handles, and locks (regardless of whether they are part of the Common Area or Unit);
 - (2) All windows, including but not limited to window frames and skylights, casings, and glass (regardless of whether they are part of the Common Area or Unit) (notwithstanding the foregoing, the Board may adopt Rules related to payment of repair cost for damaged rules and may elect to pay such costs);
 - (3) All paneling, tile, wallpaper, paint, carpet, finished interior flooring, fireplaces, and any other materials constituting the finished interior surfaces of floors, ceilings, or walls;
 - (4) All drywall, wallboard, or similarly functioning materials within the Unit;
 - (5) All framing, insulation, and other materials associated with interior nonbearing walls;
 - (6) All fixtures, appliances, and other improvements in the Unit and all water heaters, furnaces, A/C units or other appliances or utilities that serve a

- Unit, regardless of where such heaters, furnaces, A/C units or other appliances are located;
- (7) All drain lines and vent pipes;
 - (8) All equipment, lines, pipes, wiring, equipment, and fixtures related to the provision of sewer and water drainage and removal, hot and cold water, power, natural gas, Internet, television, telephone, and any other utility service, wherever they might be located (inside or outside of the Unit) that serve an Owner's Unit exclusively;
 - (9) All lights located on the Owner's Deck, porch, and in the Exterior Stairway for C Type Units;
 - (10) Any Ground Deck including the decking, joists, railings, hand rail and fascia. The Association may paint the fascia, hand rail and railing when painting the exterior of the buildings. The Board may adopt Rules regulating the maintenance responsibilities for the decks described in this Section 4.1(a) (10).
 - (11) The interior of any crawlspace used by the Unit Owner.
 - (12) For Type C Units with Exterior Stairways (defined below), all portions of the interior of such stairways as if such stairways were Part of the Unit (from and including the drywall in).
 - (13) All sump pumps contained within any crawlspace.
 - (14) Installing and maintaining an operable smoke and carbon monoxide detector.
 - (15) Maintenance of in-wall or floor insulation and barriers on the underside of the Unit that is exposed to open air as necessary to prevent rodent access, unless such insulation and barriers are maintained by the Association.
- (b) Without the prior approval of the Board, an Owner shall not (1) replace or make any alterations, repairs, or modifications to the surface of any door facing the breezeway, Common Area, or any part of the exterior of a Building including any door that the Owner is obligated to maintain, such as doors to Decks, (2) replace or make any alterations, repairs or modifications to the windows, and (3) paint, expand, or otherwise modify Decks. The Association may require that such repairs or modifications, if allowed, be made in a particular manner, by a particular person, or that they comply with particular materials or aesthetics requirements or other standards. The Association may promulgate Construction Specifications and require construction to conform to such specifications.
- (c) The Owner shall be responsible for keeping the following areas in a clean and sanitary condition and free of pests and rodents:
- (1) the Unit;
 - (2) the Deck appurtenant to the Unit;

- (3) the vent on the exterior of the Unit;
 - (4) any storage areas associated with the Unit and any crawlspace used for storage by a Unit Owner;
 - (5) any interior and door of any Exterior Stairway connecting to a C Type Unit; and
 - (6) the interior surface of any window on the exterior boundary of the Unit.
- (d) Limited Common Areas. The Board may set forth in the Rules partial or complete restrictions on all or some items or specific restrictions or guidelines on what may or may not be kept, installed, or left on or in any Deck, storage area, parking area, or other Limited Common Areas.
 - (e) Exterior Stairways. The Board may set forth in the Rules complete restrictions on all or some items or specific restrictions or guidelines on what may or may not be kept, installed, or left in or on any exterior stairway connecting to a C Type Unit. The Association may require an Owner to install a door at the entrance to the exterior stairway from the breezeway, and the Owner of the C Type Unit shall be responsible for the installation, maintenance, repair, and replacement of such door. If an Owner fails to install the door following a request by the Association, the Association may install the door and assess the Unit Owner for the costs incurred by the Association pursuant to Section 4.4 of this Declaration. The storage spaces located in the base of the Exterior Stairways are Common Area may not be accessed by the Owner.
 - (e) Parking Spaces. Subject to an Owner's obligation to comply with Rules related to parking areas that may include requirements to keep such areas free of clutter, debris, and other items, the Association shall be responsible for cleaning parking areas.

4.2 Association Responsibility.

- (a) Except as maintenance and cleaning obligations are otherwise assigned to the Owners or others in this Declaration, the Association shall repair, maintain, replace, and clean the Common Area as well as certain non-Common Area, which shall include but not be limited to the obligation to repair, maintain, replace, and clean (as appropriate) the following:
 - (1) all foundations, concrete pillars, and suspended concrete slabs and pads;
 - (2) all framing and structural components in ceilings, floors, and exterior stairways;
 - (3) all framing, structural components, and insulation in exterior and bearing walls;

- (4) except as otherwise provided herein, all framing, structural components, and insulation located in any wall on the boundary to a Unit;
 - (5) the exterior surfaces of the Building and all components that are a part of the exterior surface of the Building, except for doors and windows;
 - (6) all Rooftop Decks and the exterior of any Exterior Stairway as if the Exterior Stairways were part of the buildings;
 - (7) the roof and any heat tape;
 - (8) all equipment, lines, pipes, wiring, vent covers on the exterior of the Building, equipment, and fixtures related to the provision of: sewer and water drainage and removal, hot and cold water, power, natural gas, Internet, television, telephone, and any other utility service, wherever they might be located, to the extent they serve more than one Unit;
 - (9) any playground or recreation facilities and similar amenities not located within a Unit;
 - (10) all ponds and water features within the Common Areas;
 - (11) all Common Area and common spaces including the breezeways, concrete sidewalks and steps, parking lot lights, trash enclosures, and signage except as otherwise provided herein;
 - (12) all Limited Common Areas except as otherwise provided herein; and
 - (13) all storage areas located within the Exterior Stairways.
- (b) The Association shall have the right to modify, remove fixtures from, add fixtures and structures to, place signs upon, and otherwise modify the Common Area (subject only to the obligation to get approvals for material alterations to the Project). The Association shall do all such other and further acts that the Board deems necessary to preserve, protect and improve the Common Areas, in accordance with the general purposes specified in this Declaration.
- (c) Owner approval for certain improvements. Improvements shall be governed by and subject to the following conditions, limitations, and restrictions:
- (1) Any improvement (repair, replacement, modification, or upgrade) to the Project that does not materially alter the Project may be authorized by the Board alone.
 - (2) A material alteration to the Project is the installation of a previously non-existent and materially significant fixture or permanent removal of a materially significant fixture such as a swimming pool, workout room, tennis court, pond, or parking area. Landscaping alterations, general remodeling, the updating of existing fixtures such as boilers, electrical systems, plumbing equipment, and the addition or removal of signs or small structures are not material alterations to the Project.

- (3) Regardless of its cost and prior to being constructed or started, any improvement that would materially alter the Project must be authorized by the vote of Owners holding at least fifty percent (50%) of the Undivided Interests at a meeting called for that purpose and must be approved of by the Board. No material alteration that changes the size, shape, or location of any Unit shall be permitted without the written consent of all directly affected Owners. Notwithstanding this section 4.2, the Board may authorize the building or expansion of a Deck associated with a Unit.
- (d) Standard of Maintenance. The Board shall determine, in its sole discretion, the appropriate maintenance standard for the Common Area, Limited Common Area, so long as those areas are maintained in the best interests of the Owners and consistent with the standards of an upscale condominium project.
- (e) Assessment of Maintenance Expenses to Specific Owner. Subject to the provisions related to insurance responsibility and deductible allocation, if the need for maintenance or repair is caused by an Owner or an Occupant, the Association shall assess to the Owner the actual cost of such maintenance or repair to the extent the repair costs are not paid for by any applicable insurance. This includes circumstances an Owner or Occupant intentionally causes damage, when an Owner or Occupant causes damage through negligence or failure to maintain, and when an Owner or Occupant fails to follow the requirements of the governing documents.

4.3 Remodeling, Maintenance, and Repair of Units.

- (a) An Owner may complete any maintenance or upgrades to the interior of a Unit, not otherwise defined as remodeling, without prior approval of the Association.
- (b) Remodeling.
 - (1) For the purpose of this Declaration, remodeling shall include but not be limited to: kitchen or bathroom modifications if any changes to the plumbing are required; moving or removing any load bearing-walls; any change to the electrical, mechanical, plumbing, fireplaces, or ventilation system other than repairing, changing or replacing vent covers, outlet covers, or faucets; and any other activity generally referred to as remodeling. Changes to the interior of the Unit that do not require changes to electrical, plumbing, gas, or other utilities and do not affect load bearing walls or the exterior of the building are not remodeling.
 - (2) Before beginning any remodeling or deviating from a previously approved remodeling plan, the Owner shall:

(i) notify the Board and Management Company and provide the following: (1) a written description of the proposed remodeling, (2) a description of how any debris or materials removed will be disposed of, (3) the date the remodeling is expected to begin, (4) the date the remodeling is expected to be completed, (5) the names, contractor's license numbers, proof of current workers compensation insurance, and proof of current liability insurance for all contractors and other persons expected or required to perform work in the remodeling, if available (all of this information shall be provided to the Association before work begins), (6) any expected nuisance that the remodeling may create such as noise or dust, (7) notice to adjoining Units of such nuisance, (7) the Owner's proposal for mitigating any expected nuisance, (8) a copy of the building permit, and

(ii) wait to begin the remodeling until the Board gives written approval. If the Association does not respond within thirty (30) days of a notice of remodeling, the Owner may complete the remodeling to the Unit consistent with the information provided in the notice and the requirements of this Declaration, including any approved architectural specifications. The Board may respond by approving the request, requesting additional information, or denying the request if the notice is not complete or if the remodeling plan appears unsafe or inconsistent with the terms of the Governing Documents. If the Association responds and requests further information or denies the request, the Owner shall not begin the remodeling.

(iii) pay or agree to pay any fees or costs required by the Board associated with reviewing or monitoring the remodeling.

- (3) Without prior written permission of the Board and regardless of whether any response from the Board is timely received or not related to a request for remodeling approval, none of the following shall occur at any time: (1) any use of the Common Area or any roadways for staging, storage, assembly, or construction, (2) any nuisance as established by law or by the Governing Documents, (3) any blocking of the Common Area or roadways by vehicles, materials, or persons, (4) any use of any Association garbage and disposal facilities for the disposal of debris, materials, or other items related to remodeling, or (5) modification to any Common Area.
- (4) The Board shall have no authority to approve of any remodeling inconsistent with the Terms and Conditions, that modifies the boundaries of any Unit from the original construction (unless any such modification is

otherwise specifically allowed in this Declaration or by law), or that would cause unsafe conditions or a legal nuisance.

- (5) The Board may adopt architectural specifications related to the look, materials, appearance, specifications, construction methods, size, or any other element of the exterior of the Units, the exterior of buildings, the Common Area, the Limited Common Area, or any part of the interior of the Unit in which the Association has an interest, such utility lines, the roof membrane, and load bearing walls. Interior specifications shall not be based on aesthetics
 - (c) All remodeling and other repairs and modifications to Units must be completed in compliance with all applicable building codes, laws, and the manufacturer's specifications for any materials, equipment, and fixtures. The Board shall have no obligation to verify that any remodeling or other repairs and modifications to Units are completed as required herein.
 - (d) Owners must present the Board with a copy of the final signed Permit or Certificate of Occupancy after completion of the Remodeling.
- 4.4 Default in Maintenance. If an Owner or Occupant fails to: (1) maintain or clean a Unit, Deck, porch, stairway, or Limited Common Area, or Common Area for which the Owner is required to maintain as required in the Governing Documents, or (2) make repairs otherwise required of the Owner in such a manner as may be deemed reasonably necessary in the judgment of the Board to preserve and protect the structural integrity, attractive appearance, good condition, and value of the Units in the Project; then the Association may take any action allowed for a failure to comply with the Declaration and may give written notice to such Owner or Occupant stating with particularity the nature of the default and the corrective action that the Board determines to be required and requesting that the same be carried out within a period of at least thirty (30) days. If the Owner or Occupant fails to carry out such action within the period specified by the notice, then the Board may cause corrective action to be taken (which may include completing the repairs and replacements) and may assess the Owner for all costs associated therewith.
- 4.5 Utilities. All utilities for individual Units (except those utility costs that are metered collectively and paid by the Association as a Common Expense item) will be metered separately to each Unit and such utility charges shall be the responsibility of the Unit Owner. Any utilities collectively paid for by the Association shall be a Common Expense.

ARTICLE 5: ORGANIZATION AND GOVERNANCE OF THE ASSOCIATION

- 5.1 Organization of Association. The Association shall serve as the organizational body for all Owners.

- 5.2 Modifying or Changing the Name of the Project. The name of the Project may be modified or changed pursuant to a lawful amendment to this Declaration.
- 5.3 Legal Organization. The Association may be organized as a non-profit corporation. In the organization, reorganization, or amendment of any documents related to the legal organization of the Association, the terms in all such documents shall, to the extent possible under the applicable law, be consistent with the terms in the Declaration and the Bylaws. If the legal entity should ever expire or be dissolved for any reason as required or permitted by law, in any reorganization or reinstatement of the entity, the Association shall, to the extent possible and subject to any then existing legal requirements, adopt documents with terms substantially similar to the documents related to the expired or dissolved entity.
- 5.4 Membership. Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Unit and such membership shall automatically terminate when the Owner ceases to have an ownership interest in a Unit. Upon the transfer of an ownership interest in a Unit, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Unit is held.
- 5.5 Availability of Documents. The Association shall make available to the Owners, Lenders and insurers of any Lender, current copies of the Governing Documents and other minutes, books, records and financial statements related to the operations of the Association. The term "available" as used in this section shall mean available for inspection and copying within thirty (30) days after receiving a proper request, during normal business hours and under other reasonable conditions. The Association shall have the right to refuse to disclose information that the Board determines, in good faith, would reveal sensitive personal or financial information of another Owner or of an employee or agent of the Association, such as bank account numbers, birth dates, or social security numbers. The Association may require that the Owner comply with any statutory provision or other legal requirement applicable to providing this information before providing it. Subject to any legal requirements to the contrary, the Association may charge a fee for the reasonable cost of producing documents or information.
- 5.6 Board of Trustees. The governing body of the Association shall be the Board of Trustees elected and removed as provided in the Bylaws. The Board shall consist of three (3) to nine (9) members, but the total number of members must be an odd number. The Board may change the number of members between three (3) and nine (9) by adoption of a Rule in accordance with this Declaration and the Act. However, any changes to the number of Board Members shall be effective only after the next annual meeting and upon the vote of the Members to elect the new Board, whether such Board is larger or smaller than the existing Board. If no Rule is adopted, the number of Board Members shall be five (5). Except as otherwise provided in this Declaration or the Articles of Incorporation, the

Board shall act, in all instances, on behalf of the Association. Any reference to an act, right, or obligation of the Association in the Governing Documents may only be exerted or complied with through an action of the Board. Except as may be specifically provided in the Declaration, Articles of Incorporation, or by applicable law; no Owner or group of Owners other than the Board may direct the actions of the Association. All Board Members must be either an Owner or the officers, director, agent, trustee, or employee of a non-individual Owner.

5.7 Reasonable Ongoing Requirements for Board Members. The Bylaws may place reasonable obligations and requirements on existing Board Members to retain their membership on the Board, such as a requirement that a Board Member attend a specified number of meetings. The Bylaws may further provide for a procedure for removal of any Board Member who fails to comply with the reasonable requirements, which may include some action of the remaining Board Members.

5.8 Limitation on Authority of Owners, Board Members, Officers, and the Board.

(a) Except as provided herein or in the Bylaws, the Board, any individual Owner, and any individual Board Member or Officer shall have no authority to and may not act on behalf of the Association or the Board to:

(1) amend or terminate any Governing Document;

(2) elect or remove members of the Board;

(3) establish or change the qualifications, powers and duties, requirements, or terms of Board Members or of the Board; or

(4) authorize or agree to any deviation or exception from the Terms and Conditions.

5.9 No Estoppel or Reliance on Actions or Authorizations Contrary to Governing Documents. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms of the Governing Documents regardless of the circumstances under which it is given, and no claim or defense of estoppel or waiver or similar equitable or legal claim or defense may be raised by anyone related to any alleged reliance. It is the responsibility of anyone interacting with, visiting, occupying, or purchasing a Unit in the Association to verify that anything that the Association does, does not do, or authorizes related to the Project or the Association is in compliance with the terms of the Governing Documents.

5.10 Registration with the State. In compliance with Utah Code Ann. § 57-8-13.1, the Association shall be registered with the state Department of Commerce and shall update its registration to keep any required information current as required by law.

ARTICLE 6: GENERAL RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

6.1 Rights and Responsibilities of the Association. The Association shall have the following rights and responsibilities, in addition to any others set forth in the Governing Documents or provided by law:

- (a) Paying Expenses. The Association shall provide for the payment of Association expenses.
- (b) Setting and Collecting Assessments. The Association shall establish, collect, and account for Assessments as necessary to operate the Project consistent with the requirements of the Governing Documents.
- (c) Entering Units. After having given the appropriate notice as provided for in this Declaration, the Association shall have the right, at the discretion of the Board, at all times upon reasonable notice (and at any time in case of an emergency) to enter into any Unit to abate any infractions, to make repairs or correct any violation of any of the Terms and Conditions, or to abate any condition that threatens the health or property of any Owner or Occupant.
- (d) Adopting and Enforcing Rules. The Board may adopt Rules for the regulation and operation of the Project. If they are adopted, they shall be consistently and uniformly enforced. The Rules may address any issues including those addressed in any other Governing Document. The Rules may supplement, clarify, and add detail to issues addressed in the other Governing Documents so long as they do not contradict the same. The Board's determination as to whether a particular activity being conducted or to be conducted violates or will violate the Rules shall be conclusive, subject to a judicial determination if any is timely sought. The standard for adoption of Rules is one of reasonableness. A Rule must be reasonable in light of the circumstances pertaining to the situation or issue addressed by the Rule.
- (e) Hiring Managers and Delegating Responsibilities. The Association may hire a Manager to assist the Board in the management and operation of the Project and may delegate its powers and obligations in the Governing Documents to the manager, employees, or other agents as it deems appropriate; provided, however, that only the Board shall have the right to approve Association budgets, fines to Owners, and General and Special Assessments. Any powers and duties delegated to any Manager or other Person may be revoked by the Board at any time, with or without cause. Any management agreement must be terminable without penalty and with or without cause upon thirty (30) days' notice. **THE BOARD HAS NO AUTHORITY TO ENTER INTO ANY MANAGEMENT AGREEMENT OR CONTRACT INCONSISTENT WITH THE TERMS OF THESE GOVERNING DOCUMENTS OR THAT PROVIDES FOR ANY TERMINATION FEE OR REQUIREMENT FOR TERMINATION FOR CAUSE.**
- (f) Other Necessary Rights. The Association shall have any other right that is reasonably necessary to carry out the terms of the Governing Documents.

- (g) **Enforcement Rights.** In addition to any other remedies allowed or provided in the Governing Documents for any violation of the Governing Documents, the Association may: (1) impose fines; (2) terminate Owners' rights to receive utility services paid as a common expense; (3) collect rents directly from tenants if Owners fail to pay Assessments; and (4) take any other action or seek any other remedy allowed by the Act or other applicable Utah law.
- (h) **Enforcement.** The Board shall uniformly and consistently enforce and implement the Terms and Conditions in the Governing Documents.
- (i) **Reserve Fund.** The Association shall establish and fund a reserve fund and obtain and update a Reserve Analysis as required in this Declaration.
- (j) **Preventing Conflicts with Service Providers and Vendors.** The Association shall not permit any paid services or materials obtained by the Association to be performed or provided by: (1) any relative of any Board Member, Manager, or of any officer, employee, or owner of the Manager; (2) any business or entity in which any Board Member, Manager, or employee, officer, or owner of any Manager or any relative of the same is employed or has more than a 1% ownership or beneficial interest; or (3) any business, entity, or Person with any familial or financial relationship with any Board Member, Manager, or of any officer, employee, or owner of the Manager, or any relative of the same. The prohibitions above related to the Manager and relatives of the Manager shall not apply to the management company as it relates to providing management services or other directly contracted for services by the manager. A relative is any Person known to be related by blood or marriage. The provision of services and materials for purpose of this provision shall include managers, insurance brokers, investment or financial advisors, accountants, landscapers, contractors, and all other companies and Persons providing services to the Association.
- (k) **Establishing Hearing Procedures.** The Board shall have the authority to create a reasonable hearing process applicable in case the Association shall take adverse action related to any particular Owner or group of Owners. The Board shall not be under any obligation to offer a hearing process, except as required by law or by the Governing Documents, and in any such process, shall have the authority to designate the procedure related to any such hearing and to make any and all final determinations of issues subject to the hearing process. The Board may establish the hearing process on an as-needed basis for particular matters as they arise or may set forth a process in the Rules applicable generally to such matters that it designates. Any such hearing process shall provide, at a minimum for: (1) at least two weeks' notice of the hearing to the Owners, and (2) a reasonable time period under the circumstances for the Owner(s) to present their own testimony, the testimony of others, argument, authority, evidence, and other information the Owner deems relevant to the disputed issue.
- (l) **Annual Meeting.** The Board shall arrange for and conduct an annual meeting at least once a year, with date determined by the Board, as provided for in the Bylaws and

shall arrange for and conduct such other meetings of the Association as shall be properly requested pursuant to the Governing Documents or the law.

- (m) **Payoff Information Fees.** The Association is specifically authorized to establish a fee up to the maximum amount allowed by law to provide payoff information related to the transfer, refinance, or closing of a Unit.
- (n) **Bulk Services Agreements.** The Association shall have the right to enter into agreements, as the Board deems appropriate, for the provision of cable, television, internet, telephone, or other similar services for all of the Units. Such services shall be assessed to the Owners pursuant to the provisions of this Declaration and in any Assessment, may be broken out as a separate line item on invoices, statements, or notices of Assessment.
- (o) **Review and Audit of Association Finances.** The Association may have an independent accountant conduct a review of the Association's finances. The Association shall make any such review available to the Owners. Any Owner may have an audit conducted of the Association's records, at that Owner's expense, and the Association shall cooperate in providing access to any records needed for that audit. Upon receipt of a request signed by owners holding twenty percent (20%) of the outstanding ownership interests, the Board shall have an audit conducted of the Association's finances and shall make the audit available to the Owners.

ARTICLE 7: BUDGETS & ASSESSMENTS

- 7.1 **Purpose of Assessments.** Money collected by the Association shall be used for the purposes of promoting the health, safety and welfare of the Owners; the management, maintenance, care, preservation, operation, and protection of the Project; enhancing the quality of life of the Owners in the Project; enhancing and preserving the value of the Project and Units; and in the furtherance of carrying out or satisfying any other responsibility or power of the Association.
- 7.2 **Budget and Regular Assessment.**
 - (a) The Board is authorized and required to prepare a budget for each fiscal year. The budget for the following fiscal year shall be prepared and sent to the Owners not later than thirty (30) days prior to the annual meeting.
 - (b) The budget shall be distributed to the Owners at the annual meeting. If no budget is distributed at the annual meeting, the prior year's budget shall remain in effect until such time as a new budget is approved by the Board.
 - (c) The budget shall estimate the total Common Expenses to be incurred for the next calendar year (or that calendar year for a revised budget), which shall be broken down into reasonably detailed expense categories but shall include a reserve fund

line item, pursuant to Section 19 of this Declaration and the Act. The budget may include, contingencies, and estimates as the Board deems appropriate.

- (d) If the proposed budget is modified before adoption and after the mailing required prior to the annual meeting, the Board shall send a written copy of the final budget to all Owners no later than thirty (30) days after the adoption of the proposed budget or any revised budget.
 - (e) The Board shall determine the amount of the regular Assessments to be paid by the Owners of each Unit by multiplying the total budgeted amount by the Undivided Interest for each Unit.
- 7.3 Payment of Regular Assessments. Unless otherwise established by the Board and communicated to each Owner, each Owner shall pay to the Association the Owner's regular Assessment in equal installments, whether monthly or quarterly as determined by the Board.
- 7.4 Adjustments to Regular Assessments. In the event the Board determines that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it may then revise the budget and each Owner's share of the new budget total based on the Owner's Undivided Interest. Upon notice of the adjustment, and unless modified by the Board, each Owner shall thereafter pay to the Association the Owner's adjusted regular Assessment in equal monthly or quarterly installments.
- 7.5 Personal Obligation for Assessment. Each Owner of any Unit, by acceptance of a deed or other instrument creating in such Owner the interest required to be an Owner, whether or not it shall be so expressed in any such deed or other instrument and regardless of any lien rights or lack thereof, hereby personally covenants and agrees with each other Owner and with the Association to pay to the Association any Assessments as provided for in the Governing Documents, including any Assessments assessed and unpaid prior to the date the Owner became an Owner. Each such Assessment, together with any interest, collection charges, costs and attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment is assessed.
- 7.6 Improvements. Expenses for improvements may be included in the budget, paid for through Special Assessments, or paid for in any other manner as determined by the Board.
- 7.7 Allocation of Assessments. Except as otherwise provided herein, all Assessments (other than Special Assessments to individual Units) shall be allocated to Owners based on the Undivided Interest applicable to the Unit.
- 7.8 Rules Regarding Billing and Collection Procedures. The Board may adopt Rules setting forth procedures applicable to Assessments provided for in this Declaration and for the billing and collection of all Assessments, provided that such procedures are not

inconsistent with the provisions herein. Such procedures and policies may include, but are not limited to, the date when Assessment payments are due and late, establishing late fees and collection charges, and establishing interest (per annum or compounded) that may be charged on unpaid balances. The failure of the Association to send a statement to an Owner or an error in any such statement (other than a Certificate of Payment) shall not relieve any Owner of liability for any Assessment or charge under the Governing Documents.

- 7.9 Certificate of Payment. The Association shall, within ten (10) business days after written demand, furnish to any Owner liable for Assessments or such other Person for whom an Owner has given written permission in a form acceptable to the Association, a written statement or certificate signed by an officer or authorized agent of the Association setting forth whether the Assessments relating to a specified Unit have been paid and the amount of delinquency, if any. A reasonable charge of fifty dollars (\$50.00) or such other amount allowed by law and provided for in the Rules may be collected by the Association for the issuance of each such certificate. Each certificate is conclusive in favor of a Person who relies on the written statement in good faith.
- 7.10 Special Assessments. Subject to any limitations in this Declaration for the particular type of expense, the Association is expressly authorized to set and collect Special Assessments payable as may be determined by the Association (in lump sums or over a period of time) to pay for any Common Expenses. Notwithstanding the wording or terms of any notice of Special Assessments, a Special Assessment shall be deemed assessed, for all purposes, on the date that the payment for the Assessment is assessed.
- 7.11 Special Assessments to Individual Units. Special Assessments may be assessed by the Association against a particular Unit and its Owner for:
- (a) Costs incurred in bringing an Owner or the Owner's Unit into compliance with the provisions of the Governing Documents;
 - (b) Any other charge designated as pertaining to an individual Unit in the Governing Documents;
 - (c) Fines, late fees, collection charges, and interest; and
 - (d) Attorneys' fees, costs and other professional expenses relating to any of the above.
- 7.12 Acceptance of Materials or Services. In the event the Association undertakes to provide materials or services that are not otherwise required in the maintenance of the Project, which benefit individual Units, and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof may be a special Assessment pertaining to that Unit, at the discretion of the Board.
- 7.13 Application of Excess Assessments. In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may apply the excess to reserves, credit the excess against future Assessments or refund the excess to the Owners in proportion to the

Undivided Interests of each Unit in the Common Expenses of the Project, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

- 7.14 No Offsets. All Assessments shall be payable at the time and in the amount specified by the Association, and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Board is not properly exercising its duties and power, a claim in the nature of offset or that the Association owes the Owner money, or that the Association is not complying with its obligations as provided for in the Governing Documents. Notwithstanding the foregoing, the Board may authorize dues credits for serving Board Members approved by the Board.
- 7.15 How Payments Are Applied. Unless otherwise provided for in the Rules, all payments for Assessments shall be applied to the earliest charges first. Owners shall have no right to direct the application of their payments on Assessments or to require application of payments in any specific order, to specific charges, or in specific amounts.
- 7.16 Loans. Upon approval of Owners holding forty percent (40%) of the Undivided Interests by vote at a meeting called for that purpose, the Association may borrow money, enter into leases, and may provide such security as necessary for the loan or lease, including but not limited to securitizing, pledging, or assigning the Association's right to assess Owners. Notwithstanding anything to the contrary, no Unit shall be security for any loan to the Association without that Unit Owners' consent.

ARTICLE 8: NONPAYMENT OF ASSESSMENTS & JOINT AND SEVERAL LIABILITY OF OWNERS FOR ALL PAST UNPAID ASSESSMENTS

- 8.1 Delinquency. Assessments not paid within the time required shall be delinquent. Whenever an Assessment is delinquent, the Board may, at its option, invoke any or all of the remedies granted in this Article 8.
- 8.2 Collection Charges and Interest. If the Association does not otherwise adopt or establish substitute billing and collection procedures, including the amount of late fees and interest, in the Rules, the following shall apply. Monthly Assessments shall be due and payable on the first (1st) of the month and late if not received by the tenth (10th) of that month. Late fees shall be \$35.00 for each month that an Owner's account has an unpaid balance after the due date. In addition to late fees, interest shall accrue on all unpaid balances, including unpaid prior attorney fees, interest (resulting in compounding of interest), late fees, and Assessments, at 2% per month. The Association may also impose and assess to the Owner a collection charge, late fee, and any other reasonable charge imposed by a Manager related to collections, as the Board may establish in the Rules.
- 8.3 Joint and Several Liability of Owner and Future Owners for All Past and Presently Accruing Unpaid Assessments. The Owner and any future Owners of a Unit are jointly

and severally liable for all Assessments accruing related to that Unit prior to and during the time that an Owner is an Owner. An Owner is not liable for any Assessments accruing after an Owner has lawfully transferred the Unit to another Owner. The recording of a deed to someone or some entity that has not agreed to take ownership of the Unit shall not be considered a legal conveyance of title. The obligation in this paragraph 8.3 is separate and distinct from any lien rights associated with the Unit.

- 8.4 **Lien.** The Association has a lien on each Unit for all Assessments, which include but are not limited to interest, collection charges, late fees, fines, attorneys' fees, court costs, and other costs of collection (which shall include all costs and not be limited by those costs that may be awarded under the Utah Rules of Civil Procedure). This lien arises and is perfected as of the date of the recording of this Declaration and shall have priority over all encumbrances recorded after this Declaration is recorded, except as otherwise required by law. If an Assessment is payable in installments, the lien is for the full amount of the Assessment from the time the first installment is due, unless the Association provides otherwise in the notice of Assessment. The Association's lien shall have priority over each other lien and encumbrance on a Unit except only: (1) a lien or encumbrance recorded before the Original Declaration was recorded, (2) a first or second security interest on the Unit secured by a mortgage or trust deed that is recorded before a recorded notice of lien by or on behalf of the Association; and (3) a lien for real estate taxes or governmental assessments or charges against the Unit. The Association may, but need not, record a notice of lien on a Unit.
- 8.5 **Action at Law.** The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay the same or by foreclosure of the Assessment lien. In addition, the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise any other remedy. Any attorneys' fees and costs incurred in this effort shall be assessed against the delinquent Owner and the Owner's Unit, and reasonable attorneys' fees and court costs will thereafter be added to the amount in delinquency (plus interest and collection charges, if appropriate). Each Owner vests in the Association or its assigns the right and power to bring actions at law or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments.
- 8.6 **Foreclosure Sale.** The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Pursuant to Utah Code Ann. Sections 57-1-20 and 57-8-44 to -53, an Owner's acceptance of an interest in a Unit constitutes a simultaneous conveyance of the Units in trust, with power of sale, to Robert Rosing, as trustee, for the benefit of the Payday Condominium Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.
- 8.7 **Homestead Waiver.** Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or

exemption laws of the State of Utah now in effect, or in effect from time to time hereafter.

- 8.8 Termination of Delinquent Owner's Rights. The Association shall have all rights provided for in the Act to terminate a delinquent Owner's: (1) rights to receive a utility service for which the Owner pays a Common Expense, and (2) access to recreational facilities.
- 8.9 Requiring Tenant to Pay Rent to Association. Pursuant to and as provided for in the Act, the Association shall have a right to demand and collect rent from any tenant in a Unit for which an Assessment is more than sixty (60) days late.
- 8.10 Attorneys' Fees Incurred as a Result of a Default. In addition to any attorneys' fees and costs provided for herein, the Association shall be entitled to recover all reasonable attorneys' fees and costs incurred as a result of an Owner's failure to timely pay Assessments, including but not limited to attorneys' fees and costs incurred to: (1) obtain advice about a default, (2) collect unpaid Assessments, (3) file lawsuits or other legal proceedings related to a default in an effort to collect unpaid Assessments, (4) file pleadings, notices, objections, and proofs of claim in any bankruptcy proceeding, (5) examine the debtor or others related to collections, (6) monitor any bankruptcy proceedings including but not limited to regular monitoring of an Owner's progress in a chapter 13 plan for the duration of the plan, (7) file relief from stay motions, objections, or other adversary proceedings in bankruptcy and all related activities including, but not limited to, seeking and responding to discovery, taking depositions or examinations, introducing evidence, hiring and paying expert witnesses, filing motions and other pleadings, attending trials, hearings, or other court proceedings, including as necessary related to assert any non-dischargeability of debts, to assert claims against the estate or co-debtors, to challenge exemptions, to pursue any appropriate adversary proceeding, or for any other reason related to the ultimate attempt to collect unpaid Assessments, and (8) foreclose a lien, secure lien rights, or provide for any notice of lien. This provision is to be construed broadly to permit an Association to recover any reasonable fees and costs in any way related to an Owner's default in the payment of Assessments and the ultimate collection of those Assessments.
- 8.11 Association Foreclosure. If the Association takes title to a Unit pursuant to a foreclosure (judicial or non-judicial), it shall not be bound by any of the provisions related to the Unit that are otherwise applicable to any other Owner, including but not limited to: obligations to pay assessments, taxes, insurance, or to maintain the Unit. By taking a security interest in any Unit governed by this Declaration, Lenders agree not to make any claim against the Association for nonpayment of taxes, assessments, or other costs and fees associated with any Unit if the Association takes title to a Unit related to any failure to pay assessments.

ARTICLE 9: PROPERTY RIGHTS IN UNITS AND COMMON AREA

- 9.1 General Easements to Common Area and Units.

- (a) Subject to limitations in the Governing Documents, each Owner shall have an Undivided Interest in, and easement of use and enjoyment in and to, the Common Areas for the purposes for which they were intended. Such use cannot hinder or encroach upon the lawful rights of the other Owners and may not extend into the Limited Common Area reserved for the use of an Owner of another Unit. Each Owner shall have an unrestricted and non-exclusive right of ingress or egress to and from the Owner's Unit over and across such Common Area, subject to any other restrictions related to such use. Such rights and easements shall be appurtenant to and shall pass with title to each Unit and in no event shall such appurtenant rights be separated therefrom. Authorized Occupants shall have the same access and use rights to the Common Area as an Owner. All such rights shall be subject to any Rules established by the Board.
- (b) The Association shall have nonexclusive easements with the right of access to each Unit, including any Limited Common Areas, to make inspections, to prevent or mitigate damage to Units and to Common Area, and to maintain, repair, replace or effectuate the restoration of the Common Area and those portions of the Unit that the Association is responsible for maintaining which are accessible from such Unit. Such rights shall be exercised only after the notice required in this Declaration. The Association shall have a nonexclusive right to grant permits, licenses, and easements upon, across, over, under, and through the Common Area for purposes necessary for the proper operation of the Project.

9.2 Public Utilities. Easements and rights-of-way over the Project for the installation and maintenance of electricity lines, telephone lines, cable television lines, fiber optics, water lines, gas lines, sanitary sewer lines, drainage facilities, telecommunication fixtures and equipment, utility fixtures and equipment, and such lines, fixtures, or equipment needed or determined by the Board to be helpful in serving the Project, Units, or Unit Owners in the Project are hereby reserved to the Association, together with the right to grant, alter, and transfer the same; provided, however, such easements and rights-of-way shall not unreasonably interfere with the use of the Common Area and the Units by the Owners or Occupants. The Association shall have the power to grant and convey, in the name of the Association or all of the Owners as their attorney-in-fact, to any Person easements and rights-of-way in, on, over or under the Common Area or Units for the purpose of constructing, erecting, operating, or maintaining lines, cables, wires, wireless transmission or reception equipment, conduits, or other devices for electricity, cable television, power, telecommunications, internet, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any other public, quasi-public, or private improvements or facilities. Each Owner in accepting the deed to a Unit expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. Such Owner and those claiming by, through or under an Owner agree to execute promptly all such documents and instruments and to do such other things as may be necessary or convenient to effect the same at the request of the Association. However, no easement

can be granted pursuant to this paragraph if it would permanently and materially interfere with the use, occupancy or enjoyment by any Owner of such Owner's Unit.

- 9.3 Easements for Encroachments. If any portion of the Common Area encroaches upon any Unit, or if any Unit encroaches upon any other Unit or the Common Area, as a result of the manner in which the Buildings are constructed or due to settling, shifting, alteration, replacement, repair or restoration by the Association, a valid easement for encroachment and maintenance of such encroachment, shall exist for the life of the structure.
- 9.4 Limitation on Easement—Suspension of Owner's Rights. An Owner's Undivided Interest, right and easement of use and enjoyment concerning the Common Area shall be subject to any other limitation in the Governing Documents and the following:
- (a) The right of the Association to suspend the Owner's right to the use of any recreational facilities included in the Common Area: (i) for any period during which an assessment on such Owner's Unit remains unpaid; (ii) for a period not exceeding sixty (60) days for any infraction by such Owner of the provisions of this Declaration or any Association Rule; and (iii) for successive 60-day periods if any such infraction is not corrected during any prior 60-day suspension period;
 - (b) The right of the Association to impose reasonable limitations on the number of Occupants per Owner who at any given time are permitted to use the Common Area; and
 - (c) The right of any governmental or quasi-governmental body having jurisdiction over the Project to access and to have rights of ingress and egress over and across any street, parking areas, walkway or open areas contained within the Common Area for purposes of providing police and fire protection, transporting school children and providing other governmental or municipal services.
- 9.5 Views. Views from a Unit and the Project are not assured or guaranteed in any way. There is no warranty concerning the preservation of any view or view plane from the Project and each Owner and Occupant in such Owner's Unit acknowledges and agrees that there are no view easements or view rights appurtenant to the Unit or the Project.

ARTICLE 10: USE LIMITATIONS AND CONDITIONS

- 10.1 Rules. The Board shall have authority to promulgate and enforce such reasonable Rules and procedures as may aid the Association in carrying out any of its functions and to ensure that the Project is maintained and used in a manner consistent with the interest of the Owners.
- 10.2 Signs. The Association may regulate and restrict signs and holiday decorations in the Project, to the extent permitted by law, in the Rules. "Signs" shall include any type of object (including but not limited to flags, billboards, banners, plaques, a-frames, easel signs, poly-bag signs, corrugated plastic signs, lawn signs, window signs) used to convey a message, symbol, idea, identification, or for any other purpose that signs are typically used, that is placed in, on, or outside of a Unit with the apparent purpose, in whole or in part, of making it visible to people outside of the Unit.

- 10.3 Nuisance. No noxious or offensive activity shall be carried on upon the Project, nor shall any activity that might be or become an annoyance or nuisance to the Owners or Occupants be permitted to interfere with their rights of quiet enjoyment or increase the rate of any insurance or decrease the value of the Units. No Owner or Occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.
- 10.4 Smoking. Smoking is prohibited in the Project, including in the Units, Limited Common Areas and Common Areas. It shall be a nuisance and is prohibited under Section 10.3 to permit or cause any smoke to drift or otherwise enter into any Unit, or the Limited Common Area of any Unit.
- 10.5 Temporary Structures. No structure or building of a temporary character, including a tent or shack, shall be placed upon the Project or used therein unless it is approved by the Board.
- 10.6 Parking. Unless otherwise permitted by the Board in the Rules, and except for "customary parking" and "temporary parking," as permitted by this Section 10.6, no automobiles or other vehicles of any type (including, without limitation, motorcycles, trailers, campers, vans, recreational vehicles, or boats) shall be parked, stored, or located within any portion of the Project, including any Unit or Common Area. "Customary parking" shall mean the parking of operable automobiles, motorcycles, noncommercial trucks and vans within allowed spaces in the parking areas. "Temporary parking" shall mean parking of operable vehicles belonging to Owners and Occupants and their visitors, including the parking of delivery trucks, service vehicles, and other commercial vehicles being used in the furnishing of goods and services to the Owners and Occupants. The Association may adopt Rules relating to the parking of vehicles within and in the area of the Project including, without limitation, (1) rules allowing or causing any vehicles to be removed that are improperly parked, (2) restrictions on the type and condition of vehicles in any customary or temporary parking, (3) restrictions on the time period and duration of temporary parking, and (4) the assessment of fines to Owners who violate the Rules or the assessment of fines to Owners whose guests violate such Rules.
- 10.7 Storage. The Management Board may adopt Rules regulating what may be placed on, left in, or planted in the Common Areas, on Decks, and on or underneath the exterior stairwells. Except as provided for in the Rules, no items whatsoever may be stored in the exterior stairwells or underneath the exterior stairs.
- 10.8 Recreational Vehicles. Recreational Vehicles may not be parked in the Project, except as provided for in the Rules.
- 10.9 External Fixtures. To the extent permissible by applicable law and the Governing Documents, no external items such as, but not limited to, television and radio antennas, satellite dishes, flag poles, clotheslines, wiring, air conditioning equipment, water softening equipment, fences, awnings, ornamental screens, screen doors, Deck, porch, or

enclosures, sunshades, lighting fixtures, walls, windows, skylights, landscaping and plantings, other than those provided in connection with the original construction of the Project, shall be constructed, erected, or maintained on the Project without the prior written approval of the Board. Subject to Board approval and the Association's right to specify certain colors, styles, brands or other terms of installation, Owners may install a storm door on the exterior doors of the Unit, and the Board may adopt Rules setting for the color and style of any such storm doors. All maintenance, repair and replacement of any storm door is the obligation of the Unit Owner.

- 10.10 Window Covers. The Board may adopt Rules requiring window covers, regulating the type, color, and design of window covers, and requiring prior approval of window coverings before installation. Absent Rules permitting otherwise, only curtains, drapes, shades, shutters, and blinds may be installed as window covers. No window shall be covered by paint, foil, sheets, reflective film, or similar items.
- 10.11 External Laundering. Unless otherwise permitted by the Board, external laundering and drying of clothing and other items are prohibited.
- 10.12 Outside Speakers and Amplifiers. Except as permitted in the Rules and subject to any regulations in the Rules, no radio, stereo, broadcast, loudspeaker, or projection of sound or music on or directed to the outside of any Unit shall be permitted.
- 10.13 Repairs. No repairs of any detached machinery, equipment, or fixtures, including without limitation, motor vehicles, shall be made in the Project except as may be permitted by the Board in the Rules. If no Rule is adopted related to such repairs, then only emergency maintenance of vehicles may be performed on the Property.
- 10.14 Unsightly Items. All rubbish, debris, unsightly materials, or similar objects of any kind shall be regularly removed from Units and shall not be allowed to accumulate therein or thereon. Trash and garbage shall be properly and promptly disposed of as provided for in the Rules.
- 10.15 Animals. Animals generally kept in households such as dogs, cats, birds and fish may be kept on the Property only after the Owner obtains written authorization from the Board. The Board may adopt Rules regulating the pets within the project. All animals in the Project must be kept in full compliance with animal control rules promulgated by the State of Utah and Summit County. No livestock or poultry may be kept in any Unit or anywhere on the Project. No animals shall be kept or bred in the Common Areas. All animals are subject to the Rules adopted by the Board of Trustees. Any animals that have been kept in the Project for at least one month prior to the recording of this Declaration, shall be grandfathered in, and may continue to be kept in the Project despite any nonconformity with this Declaration and any Rules promulgated by the Association in the future, provided (1) said animal(s) is not being kept in violation of any Rule, Regulation, Restriction, law, or governmental rule in effect prior to the recording of this Declaration and (2) subject to the remaining provisions of this paragraph. Notwithstanding the foregoing, no animal may be kept within a Unit which: (1) is raised, bred, kept, or

maintained for any commercial purposes, (2) causes a nuisance, or (3) in the good faith judgment of the Board of Trustees, results in an annoyance or threat of injury, or is obnoxious to or unreasonably causes anxiety to other Owners or Occupants within the Project. The Board of Trustees may exercise its judgment for specific animals even though others of the same breed or type are permitted to remain. All fecal matter shall be immediately cleaned up in the Project. The Board of Trustees may adopt Rules adding further Terms and Conditions related to animals in the Association not inconsistent with this Declaration including but not limited to requirements for registration, specific fees or deposits for Owners of Units that have animals, the use of leashes, and noise and barking limitations.

10.16 Landscape Maintenance. The Board may adopt Rules concerning Owners planting in the Common Areas. Absent the adoption of a Rule allowing otherwise, no one may alter, change, or maintain any landscaping, plants, or other plantings in the Common Area without the written approval of the Board.

10.17 Floor Load. There shall be no floor load in excess of the weight for which the Unit was designed, unless special arrangements are made, and an engineering determination of floor load capacity in the areas of the heavy use is obtained by the Owner and approved in writing by the Board. It shall be the Owner's responsibility to determine if any particular item exceeds the floor load capacity for a Unit.

10.18 Residential Occupancy.

(a) No trade or business may be conducted in or from any Unit unless:

- (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell, from outside the residence;
- (ii) the business activity conforms to all zoning and legal requirements for the Project and the business activity;
- (iii) the business activity does not involve Persons coming onto the Project who do not reside in the Project or solicitation of Occupants or Owners of the Project;
- (iv) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Occupants of the Project;
- (v) the business activity is disclosed to the Board before business is commenced along with a description of the business activity, a statement of the amount of space required in the Unit for such activity, and a description of any impact on the Project;

- (vi) there is no commercial delivery of packages or mail other than deliveries consistent with typical residential use,
 - (vii) the business activity will not result in the increase of the cost of any of the Association's insurance;
 - (viii) all Owners of the Unit reside in the Unit, in which the business activity is conducted, for the entire time any business activity is conducted, (if an entity owns the Unit, all owners of the entity must reside in the Unit, if the unit is held in the name of a trustee for a trust, the beneficiary must reside in the Unit); and
 - (ix) the Board's requests for information related to the business as necessary to determine compliance with this paragraph are responded to fully and completely as often as the Board shall determine in its discretion.
- (b) No Unit may be used as a time-share property.
 - (c) Except as provided in this Section 10.18, no Unit may be used for any purpose other than a residential purpose.

10.19 No Subdivision or Timeshare of Units or Recording by Owners of Terms and Conditions. No Unit shall be split, subdivided, separated or timeshared into two or more Units or property interests (whether temporally or spatially). No subdivision Plat or covenants, conditions, or restrictions shall be recorded by any Owner or other Person with respect to any one Unit. No subdivision Plat or covenants, conditions, or restrictions related to any Unit or the Project shall be recorded on the Project unless the Board and/or Owners (as required in this Declaration) have first approved the Plat or the proposed covenants, conditions, or restrictions. Any Plat or covenants, conditions, or restrictions recorded in violation of this Section 10.19 shall be null, void, and of no legal effect.

10.20 Architectural Control. No changes to anything outside of the boundary of Units shall be commenced, erected, maintained, made, or done without the prior written approval of the Board or any Committee established by the Board for that purpose. By way of illustration, but not of limitation, the following are considered changes outside the boundary of a Unit: painting of the exterior of the Building; landscaping; excavation; construction or expansion of a Deck; Deck covers; changing or modifying screens, changing doors leading to Decks or breezeways; modifying the exterior surface of doors to Decks, Common Area, or breezeways; the addition or modification of an evaporative cooler, fireplace, stove, or other vent or exhaust, chimney, skylight, solar collector, shade screen, or awning; exterior window coating or tinting; window replacement, decorative alterations to the exterior of any Unit, and other work that in any way alters the appearance of the Project from anywhere outside of a Unit (not including changes made in and to a Unit visible through windows). The Board may designate the design, style, model and manufacturer of any such improvement or alteration. Such designations shall

be for the purpose of achieving uniformity of appearance which is hereby deemed and agreed to be necessary to preserve and enhance the value of Units and the Project.

- 10.21 Lighting. Lighting fixtures outside of Units shall be allowed only to the extent approved by the Board.
- 10.22 Variances. The Board may, at its option and in extenuating circumstances, grant variances from the Terms and Conditions set forth in this Article 10 if the Board determines in its discretion (by unanimous vote): (a) either (i) that the Term and Condition would create an unreasonable hardship or burden on an Owner or Occupant, or (ii) that a change of circumstances since the recordation of this Declaration has rendered such Term and Condition obsolete and unreasonable to enforce; and (b) that the activity permitted under the variance will not have any financial effect or any other substantial adverse effect on the Owners or Occupants of the Project and is consistent with the high quality of life intended for residents of the Project. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by every member of the then existing Board.
- 10.23 Hazardous Substances.
- (a) The Owners shall comply with applicable Environmental Laws (as defined below), and shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (as defined below), on or within the Project, that are not properly possessed, controlled, safeguarded, and disposed of. The Owners shall not do, nor allow anyone else to do, anything affecting the Project that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Project of small quantities of Hazardous Substances that are generally recognized to be appropriate to the maintenance of a Unit or the Project.
 - (b) Each Owner shall indemnify, defend and hold the Association and each and every other Owner harmless from and against any and all claims and proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental damage or impairment, or any other injury or damage resulting from or relating to any Hazardous Substances located under or upon or migrating into, under, from or through the Project, which the Association or the other Owners may incur due to the actions or omissions of an indemnifying Owner. The foregoing indemnity shall apply: (i) when the release of the Hazardous Substances was caused by an indemnifying Owner or an Occupant; and (ii) whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of Hazardous Substances on the Project. The obligations of each Owner under this Section 10.21 shall survive any subsequent transfers of the Unit (voluntary or otherwise).

- (c) As used in this Section 10.23, "Hazardous Substances" are those substances defined as a toxic or hazardous substance by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this Section 10.23, "Environmental Law" means federal laws and laws of the jurisdiction where the Project is located that relate to health, safety or environmental protection.

ARTICLE 11: INSURANCE

- 11.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by applicable law. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.
- 11.2 Annual Insurance Report. Not later than sixty (60) days prior to the annual meeting of the Association, the Association may obtain a written report by an independent and experienced insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association), with specific knowledge and experience in the community association insurance industry, setting forth: (1) a summary description of the insurance coverage obtained by the Association, including the dollar amounts of any such coverage, and any material exceptions, exclusions, and limitations on such coverage; (2) whether, in the opinion of such broker or consultant, the insurance coverage in effect for the Association complies with the requirements of this Declaration and the law; (3) a description of any earthquake insurance and material exclusions and limitations for that coverage and if no earthquake insurance is obtained, a conspicuous clear statement in both bold and uppercase letters stating: **"NO EARTHQUAKE INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION,"** and (4) a description of any flood insurance and material exclusions and limitations for that coverage and if no flood insurance is obtained, a conspicuous clear statement in both bold and uppercase letters stating: **"NO FLOOD INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION."** The report shall also set forth any recommendations or suggestions from the insurance professional regarding current policy provisions, deductibles, exceptions, exclusions, and for additional insurance suggested or recommended for the protection of the Owners in light of the insurance then available and the best practices with respect to other similar projects. If obtained, the most recent annual insurance report shall be distributed to the Owners at or before the annual meeting of the Association and shall be provided to any Owner at any other time upon request. If the report is distributed to Owners at the annual meeting, a copy shall also be mailed to Owners not personally in attendance within thirty (30) days of the meeting.
- 11.3 Property Insurance.
- (a) Hazard Insurance.

(1) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all buildings including all Units, fixtures, and building service equipment.

- (i) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an “all in” or “all inclusive” insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Units, or Limited Common Areas, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.
- (ii) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by “special form” property coverage.
- (iii) The blanket or guaranteed replacement cost policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.
- (iv) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; or (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the property’s insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.
- (v) Each property policy that the Association is required to maintain shall also contain or provide for the following: (1) “Inflation Guard Endorsement,” if available; (2) “Building Ordinance or Law Endorsement,” (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and

increased costs of reconstruction); and (3) "Equipment Breakdown," if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installations, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the building containing the equipment.

(b) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

- (1) the Association's policy provides primary insurance coverage; and
- (2) notwithstanding Subsection 11.3(b)(1) and subject to Subsection 11.3(b)(3):
 - (i) the Owner is responsible for the Association's policy deductible; and
 - (ii) building property coverage, often referred to as Coverage A, of the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.
- (3) As used in this Subsection (3):

(A) "Covered Loss" means a loss, resulting from a single event or occurrence that is covered by the Association's property insurance policy.

(B) "Unit Damage" means damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit.

(C) "Unit Damage Percentage" means the percentage of total damage resulting in a covered loss that is attributable to Unit Damage.

(ii) An Owner who owns a Unit that has suffered Unit Damage as part of a Covered Loss is responsible for an amount calculated by applying the Unit Damage Percentage for that Unit to the amount of the deductible under the association's property insurance policy.

(iii) If an Owner does not pay the amount required under Subsection (11.3)(b)(3)(ii) within thirty (30) days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against the Owner for that amount. (c) Flood Insurance.

- (1) If any part of the Project is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, a policy of flood insurance shall be maintained covering the Project or, at a minimum, that portion of the Project located within the Special Flood Hazard Area. That policy shall cover any machinery and equipment that are not part of a building and all Common Area within the Project ("Insurable Property")

in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the National Flood Insurance Program for the Insurable Property within any portion of the Project located within a designated flood hazard area; or (ii) one hundred percent (100%) of the insurable value of the Insurable Property.

- (2) If the Project is not situated in a Special Flood Hazard Area, the Association may nonetheless, at the discretion of the Board, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.
- (d) **Earthquake Insurance.** The Association may purchase earthquake insurance as the Board deems appropriate. If the Board elects not to purchase earthquake insurance, a vote of the Owners present at the annual meeting, with a proper quorum, shall be required to confirm this decision. If the Owners at the annual meeting do not confirm the decision to not purchase earthquake insurance, the Association shall purchase earthquake insurance within sixty (60) days of the vote.
- (e) **Association's Obligation to Segregate Property Insurance Deductible.** The Association shall keep in a segregated bank account an amount equal to the Association's property insurance policy deductible or \$10,000.00, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.
- (f) **Association's Right to Not Tender Claims That Are Under the Deductible.** If, in the exercise of its business judgment, the Board determines that a covered loss is likely not to exceed the Association's property insurance policy deductible, and until it becomes apparent that the covered loss exceeds the Association's property insurance deductible, and a claim is submitted to the Association's property insurance insurer: (i) the Owner's policy is considered the policy for primary coverage for any loss to the Owner's Unit, to the amount of the Association's policy deductible; (ii) the Association is responsible for any loss to any Common Area; (iii) an Owner who does not have a policy to cover the damage to that Owner's Unit is responsible for that damage and the Association may, as provided in section 11.3(b)(3)(iii), recover any payments the Association makes to remediate that Unit; and (iv) the Association need not tender the claim to the Association's insurer.
- (g) **Notice Requirement for Deductible.** The Association shall provide notice to each Owner of the Owner's obligation under Subsection 11.3(b) for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The

failure to provide notice shall not invalidate or affect any other provision in this Declaration.

- 11.4 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, repair, replacement, maintenance, or ownership of the Common Area and the Owner's membership in the Association. The coverage limits under such policy shall not be less than two million dollars (\$2,000,000) covering all claims for death of or injury to any one Person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.
- 11.5 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). This policy shall: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. At the discretion of the Board, the policy may also include coverage for any Manager and any employees of the Manager and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.
- 11.6 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three months regular Assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) provide coverage for theft or embezzlement of funds by: (a) Officers and Board members of the Association, (b) employees and volunteers of the Association, (c) any Manager of the Association, and (d) officers, directors, and employees of any Manager of the Association.
- 11.7 Workers' Compensation Insurance. The Association shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and may purchase worker's compensation insurance even if the Association has no employees, as the Board deems appropriate.
- 11.8 Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Lender.
- 11.9 Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

- 11.10 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. The Association shall have the right to negotiate all claims and losses and to receive any proceeds from the Association's insurance policies. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to an Insurance Trustee if one is designated, or to the Association; and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. The cost of repair or replacement of any Unit in excess of insurance proceeds and reserves is a Common Expense to the extent the Association is required under this Declaration or the law to provide insurance coverage for the Unit. The cost of repair or replacement of any Common Area in excess of insurance proceeds and reserves is a Common Expense. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and appropriate disposition of all insurance proceeds, the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.
- 11.11 Insurance Trustee. At the discretion of the Board or upon written request executed by Owners holding fifty percent (50%) or more of the Undivided Interests, the Board shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter into an insurance trust agreement, for the purpose of taking such action as the Owners or Board (as the case may be) shall require related to a loss and receipt or potential receipt of insurance proceeds.
- 11.12 Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association to terminate an insurance policy, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.
- 11.13 Waiver of Subrogation against Owners and the Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association, the Owners, any person residing with an Owner if an Owner resides in the Unit, and the Association's agents and employees.

- 11.14 Right of Action. Nothing in this Declaration shall prevent an Owner suffering a loss as a result of damage to property from asserting a claim, either directly or through subrogation, for the loss against a Person at fault for the loss.
- 11.15 Applicable Law. This Declaration is specifically subjecting the Association to the insurance requirements and provisions in Section 43 of the Act, that became law in 2011, and has been amended and as may be amended from time to time. It is the intent of this provision that any future changes to the insurance law applicable to condominium associations shall apply to this Association.

ARTICLE 12: DESTRUCTION OF IMPROVEMENTS

- 12.1 Reconstruction. In the event of partial or total destruction of the Building, the Association shall promptly take the following actions:
- (a) Ascertain the cost of reconstruction by obtaining fixed price bids from at least two (2) reputable contractors, including the obligation to obtain performance and lien payment bonds. If the Board in good faith determines that none of the bids submitted under this Section reasonably reflect the anticipated reconstruction costs, the Board shall continue to attempt to obtain an additional bid that it determines reasonably reflects such costs. Such determination shall be made by the Board as soon as possible.
 - (b) The Board, or any Insurance Trustee if one is appointed, shall determine and liquidate the amount of insurance proceeds, if any, or establish a procedure by which any insurance proceeds shall be available for either a cash payment or for reconstruction.
 - (c) Engage the services of a reputable licensed architect to advise and consult with the Board or any Insurance Trustee on all actions and decisions necessary under this Article.
 - (d) If an appraisal of any or all Units is required under this Article, the Board shall select the appraiser and any appraisal relied upon by the Board shall be final and not subject to challenge by any Owner for purposes of this Article.
- 12.2 Insurance Proceeds Sufficient for Reconstruction. In case of fire or any other disaster and if insurance proceeds are sufficient to reconstruct the Building and all Units suffering damage therein, then the insurance proceeds shall be applied to reconstruct the Building and any Units suffering damage. As used herein, reconstructing the Building shall mean restoring the Building and Units to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the common elements having the same vertical and horizontal boundaries as before.
- 12.3 Insurance Proceeds Insufficient for Reconstruction. If insurance proceeds will be insufficient for reconstruction, the following shall apply:

- (a) If the cost of reconstruction is equal to or less than twenty-five percent (25%) of the estimated fair market value of all of the Units in the Project (prior to the damage and destruction), then the Association shall proceed forward with reconstruction applying any insurance proceeds as provided for in Section 12.2. The cost of reconstruction in excess of insurance proceeds and reserves shall be a Common Expense.
- (b) If the cost of reconstruction is greater than twenty-five percent (25%) of the estimated fair market value of all of the Units in the Project (prior to the damage and destruction), then the Board shall call a special meeting of the Owners for the purpose of voting on whether to reconstruct or not.
- (c) If the Owners, by a vote at such meeting of not less than sixty-seven percent (67%) of the Undivided Interests, decide not to proceed with such reconstruction:
 - (1) The Property shall be deemed to be owned in common by the unit owners;
 - (2) The undivided interest in the Property owned in common which shall appertain to each Owner shall be the Owners' Undivided Interest as determined in this Declaration;
 - (3) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owners in the Property;
 - (4) The Property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of the undivided interest owned by each Owner in the Property, after first paying out of the respective shares of each Owner, to the extent sufficient, all liens on the undivided interest in the Property owned by each Owner.
- (d) Unless Owners holding more than sixty-seven percent (67%) of the Undivided Interests vote to not proceed with reconstruction, the Association shall proceed with reconstruction as provided for in Section 12.3(a).

ARTICLE 13: EMINENT DOMAIN

- 13.1 **Total Taking of a Unit.** If a Unit is taken by eminent domain, or sold under threat thereof, or if part of a Unit is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and Undivided Interest in the Common Area, regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Undivided Interest in the Common Area shall automatically be reallocated to the

remaining Units in proportion to their respective interests immediately before the taking. Upon such a taking, the Association shall prepare, execute and record an amendment to the Declaration that accomplishes the adjustment required for this section. Any remnant of a Unit remaining after part of a Unit is taken shall become part of the Common Area.

- 13.2 Partial Taking of a Unit. Except as provided in Section 13.1, if part of a Unit is taken by eminent domain, or sold under threat thereof, so that such Unit may still be practically and lawfully used under this Declaration, the award must compensate the Owner for the reduction in the value of the Owner's Unit and Undivided Interest in the Common Area, regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Undivided Interest in the Common Area shall remain the same, but if the decree provides for a reduction of the Undivided Interest for such Unit, the reduced amount shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Undivided Interests immediately before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Undivided Interest.
- 13.3 Taking of Limited Common Area. If the portion of the Project taken by eminent domain, or sold under threat thereof, is comprised of or includes any Limited Common Area or portion thereof, the portion of the award attributable to the Limited Common Area so taken shall be divided among the Owners of the Units to which such Limited Common Area was allocated or assigned at the time of the acquisition.
- 13.4 Taking of Common Area. If the portion of the Project taken by eminent domain, or sold under threat thereof, is not comprised of or includes any Unit or Limited Common Area, the Board shall, as soon as practicable, cause the award to be utilized for the purpose of repairing or restoring that area in the Project adjacent to the taking, and the portion of the award not used for restoration shall be added to the general funds of the Association.
- 13.5 Taking of Entire Project. In the event the Project, in its entirety, is taken by eminent domain, or sold under threat thereof, the Project is terminated and the provisions related thereto in this Declaration shall apply.
- 13.6 Priority and Power of Attorney. Nothing contained in this Article 13 shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Unit as to any portion of any condemnation award allocated to such Unit. Each Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Common Area, or any part thereof. In the event the taking involves all or part of any Unit or the Common Area or Limited Common Area, the award or proceeds shall be payable to the Association for the use and benefit of the Owners and their Lenders as their interests may appear. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

ARTICLE 14: TERMINATION

- 14.1 Required Vote. The Project may be terminated only by the approval of Owners holding sixty-seven percent (67%) of the Undivided Interests or as otherwise provided in Article 13. Notwithstanding any other provision to the contrary, any Amendment to this section 14.1 can only be adopted and will only be effective upon the approval of Owners holding sixty-seven percent (67%) of the Undivided Interest.
- 14.2 Termination Agreement. An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement, including all ratifications of such termination agreement, shall be recorded in the records of the County Recorder in Summit County, Utah and is effective only on recordation.
- 14.3 Sale of Project. A termination agreement may provide that the entire Project shall be sold following termination. If, pursuant to such agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.
- 14.4 Association Duties. The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, provided that the contract is conditioned on the termination of the Project. The contract is not binding on the Owners until approved pursuant to Sections 14.1 and 14.2 of this Declaration. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to affect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and his or her successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and his or her successors in interest remain liable for all Assessments and other obligations imposed on Owners by this Declaration.
- 14.5 Proceeds of Sale. Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee for Owners and Lenders as their interests may appear. Proceeds of the sale shall be distributed to Owners and Lenders as their interests may appear, based on the relative value of each Unit. The interest of any Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds. Following termination, Lenders holding notes on the Units that were recorded before termination may enforce those liens in the same manner as any lien holder. The value of each Unit for purposes of distributing proceeds shall be determined by an appraisal of each Unit, conducted by an independent appraiser selected by the Board. If any Owner disputes the appraised amount, the Owner shall notify the Association of the dispute within ten (10) days of receiving notice of the value of that Owner's unit. Upon timely notice of a dispute, the Owner shall select an appraiser who

shall, jointly with the Association's appraiser, select a third appraiser to appraise the Unit. That appraisal shall be final as to the value of the Unit, regardless of whether it is lower or higher than the original appraisal. The Owner shall pay for the final appraisal.

- 14.6 Allocation upon Termination. Unless provided otherwise herein, upon any liquidation or termination of all or part of the Project, the Association shall represent the Owners in any proceedings, negotiations, settlements or agreements related thereto. Each Owner hereby appoints the Association as attorney-in-fact for such purpose, including the allocation of any losses, awards or proceeds resulting from such termination or liquidation. Any proceeds generated by such a termination or liquidation shall be made payable to the Association, which will hold such proceeds for the benefit of the Owners and their Lenders.

ARTICLE 15: AMENDMENTS

- 15.1 General Amendment Requirements. Except as otherwise provided herein, this Declaration may be amended by the affirmative vote of Owners holding Undivided Interests totaling not less than sixty-seven percent (67%) of the total Undivided Interest. The vote must occur in a meeting of the Owners held for that purpose. The vote of approval of any one Owner of a Unit is sufficient if there are multiple Owners of the Unit.
- 15.2 Scope of Amendments. This Declaration may be amended to add new rights, restrictions, and obligations, or to remove or modify existing rights, restrictions, and obligations. The right to amend shall be broadly construed to permit any change to the rights, restrictions, obligations, and other terms in the Declaration.
- 15.3 Execution and Effective Date of Amendments. An amendment that has been adopted as provided herein shall be executed by the Board, through its agent, who shall certify that the amendment has been approved and adopted and that the procedures and requirements necessary to amend the Declaration have been complied with. The amendment shall be effective when it is recorded in the office of the County Recorder of Summit County, Utah.
- 15.4 Changes to Plat or Boundaries of the Association. The Association may adopt an amended Plat, supplemental Plat, correction to the Plat, or boundary agreement related to any boundary in or around the Project, including any boundary to any Unit or Units upon the approval by vote of sixty-seven percent (67%) of Owners in the same manner as required to amend this Declaration. Any such Plat may make material changes to the existing or prior Plat including the addition or removal of amenities, increasing the size of Units, deleting, adding, or modifying Common Area or Limited Common Area, or other changes in the layout of the Project. If any such amendment affects any boundary of a Unit or Limited Common Area, that Unit Owner must consent. If the approval required herein is obtained, each and every Owner: (1) shall sign, consent to, and execute any further documents required for the finalization, recording, and/or governmental approval of any such document regardless of whether they approved of or consented to the change

in the Plat, and (2) grants the Association power of attorney to sign necessary documents on that Owner's behalf as necessary for the agreement, amendment, or correction.

- 15.5 Amendment to Conform to Law. The Board may, without the approval of the Owners, amend this Declaration to conform the Declaration to any applicable legal requirements otherwise applicable to the Association, but only to the extent necessary to eliminate any conflict with the law, to add provisions required by law, or to add provisions that embody rights or obligations otherwise binding on the applicable parties as a matter of law. This procedure may also be used to change the Declaration to add or conform to any requirements necessary for Owners to obtain government insured or guaranteed financing such as through VA, FHA, FNMA or similar programs or to comply with any directive of any federal, state, or local government agency. The following procedures and requirements must be complied with for any such amendment:
- (a) The Association must obtain from an attorney who has significant experience and a regular practice in area of Community Association law and who may be the Association's current counsel, a written opinion explaining in detail and opining that the proposed amendment may be sought pursuant to this section,
 - (b) The members of the Board must unanimously agree to the Amendment at the time it is recorded,
 - (c) The Board must provide to the Owners; (1) the proposed amendment instrument, (2) the language of this section of the Declaration, (3) the law that conflicts with the existing Declaration language or the provisions that must be complied with to permit owners to obtain financing, (4) the attorney opinion letter required for the amendment, and (5) a notice in which the Association (a) notifies the Owner that it intends to amend the Declaration pursuant to this section, (b) provides the Owner a right to object to the amendment within thirty (30) days, and (c) provides instructions on how, when, and where to properly make the objection. The Board may include further explanation, information, and recommendations regarding the proposed amendment in the information provided to the Owners.
 - (d) Within forty-five (45) days of providing the information to the Owners required by this section, not more than thirty percent (30%) of the Owners object to the amendment in a written notice to the Association.
 - (e) Having otherwise complied with all of the requirements of this section, the Board members shall each sign the amendment instrument verifying that this section has been complied with to the best of their knowledge and that no more than thirty percent (30%) of the Owners objected after having received proper notice. The amendment shall be effective upon the recording of the instrument in the office of the County Recorder of Summit County.

- 15.6 Amendment to Assign Parking Spaces or Storage Spaces. This Declaration may be amended to assign parking or storage spaces to the Units. The assignment of parking or storage spaces shall be effective when recorded.
- 15.7 Consent of Two-Thirds Owners to Alter Undivided Interests. Notwithstanding anything to the contrary herein, and unless otherwise prohibited by the Act, the consent of two-thirds of the Owners shall be required to alter any Undivided Interest.

ARTICLE 16: INTERPRETATION, CONSTRUCTION, AND APPLICATION OF DECLARATION

- 16.1 No Waiver. Failure by the Association or by any Owner to enforce any Term and Condition in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to that breach and any such future breach of the same or any other Term and Condition.
- 16.2 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Articles, the Bylaws, and then the Rules. The Declaration shall take priority over the Plat.
- 16.3 Interpretation of Declaration and Applicability of the Act. The Project shall be governed by the Act, except where (in compliance with the Act) the Association has included specific provisions in this Declaration that legally vary, supersede, or supplement the Act, in which event such specific provisions of this Declaration that are contrary to the Act shall govern the Project to the extent allowed by the Act. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow this Declaration to contain provisions contrary to the Act, the Act shall control and this Declaration shall be deemed modified accordingly, but only to the extent necessary to come into compliance with the Act.
- 16.4 Cumulative Remedies. All rights, options, and remedies of the Association and the Owners in the Governing Documents are cumulative, and none shall be exclusive of any other, and the Association and the Owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief that may be provided by law; simultaneously, consecutively, or alternatively.
- 16.5 Severability. Invalidation of any one or a portion of the Terms and Conditions by judgment or court order shall in no way affect any other Terms and Conditions, all of which shall remain in full force and effect.
- 16.6 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community and for the maintenance of the Project. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. References in this Declaration to article and section numbers, unless otherwise expressly provided, are to the article and section in this

Declaration. To the extent permitted by law, the provisions of the Governing Documents shall not be interpreted for or against or strictly for or against the Association, any Owner, or any other Person subject to their terms.

- 16.7 Applicable Law. This Association is specifically made subject to the Act and the law as it is constituted and exists at the time this Declaration is recorded. Amendments to the Act after the date of recording of this Declaration shall not be applicable to the Association or the Project unless they are applicable as a matter of law or unless the Association makes those amendments applicable by amendment to the Declaration.
- 16.8 Gender and Number. Whenever the context of the Governing Documents require, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.
- 16.9 Effect of Declaration. This Declaration is made for the purposes set forth in the recitals in this Declaration, and the Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations and the like applicable thereto. The Association shall have no liability whatsoever if any Term and Condition is determined to be unenforceable in whole or in part for any reason.

ARTICLE 17: NOTICE

- 17.1 Notices. Any notice to be given to an Owner, a Lender, or the Association under the provisions of the Governing Documents shall be in writing and shall be delivered as follows:
 - (a) Notice to an Owner from the Association.
 - (1) Notice to an Owner shall be effective upon the satisfaction of any of the following delivery methods:
 - (i) by a written notice delivered personally to the Owner, which shall be effective upon delivery;
 - (ii) by a written notice placed in the first-class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association, for the purpose of giving notice, or, if no such address shall have been furnished, then to the street address of such Owner's Unit. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit;
 - (iii) by electronic transmission to an Owner which includes: A) an email that is sent to an e-mail address provided by the Owner for the purpose of Association communications, or an email that is emailed to an e-mail address from which the Owner has communicated related to Association matters, and so long as no indication is received that the e-mail may not have been delivered. Any notice sent via e-mail shall be deemed delivered

when received, or three (3) days after it is sent; (B) by facsimile (whether to a machine or computer) to a facsimile number provided by the Owner for the purpose of Association communications, and so long as no indication is received that the facsimile may not have been delivered. Any notice sent by facsimile shall be deemed delivered when received, or three (3) days after it is sent, or; (C) by text message to a phone number provided by the Owner for the purpose of Association communications, or a phone number from which the Owner has communicated related to Association matters, and so long as no indication is received that the text message may not have been delivered. Any notice sent by text message shall be deemed delivered when received, or three (3) days after it is sent; (iv) by any other method that is fair and reasonable, as provided for in the Act, or otherwise provided for by law.

(2) Notwithstanding Subsection (1) of this section, the Association shall send all notices by U.S. Mail if an Owner, by written demand, demands that the Association send all notices by mail.

(3) In the case of co-Owners, notice to one of the co-Owners is effective as notice to all such co-Owners. The Association shall not be required to give more than one notice per Unit, whether electronic or not. In case any two co-Owners send conflicting notice demands, notice shall be proper if mailed by first-class mail to the Unit.

(4) In case posting of a notice on the Unit is permitted, such posting is effective when posted on the front or primary access door to the Unit and any such posting may be removed by the Association the sooner of either (a) two (2) days after the event or action for which notice was given or (b) ten (10) days after the posting.

(b) Special Notice Prior to Association Entry into a Unit.

(1) In case of an emergency involving the potential loss of life, the Association's agent or representative may enter the Unit immediately and without any notice.

(2) In case of any emergency involving immediate and substantial damage to the Common Areas or to another Unit, before entering a Unit the Association shall: (i) knock on the door and attempt to obtain permission to enter from an Occupant or Owner in the Unit, (ii) if no one answers the knocking, loudly identify who is knocking and state that the Person identified is going to enter the Unit on behalf of the Association, then wait one minute, and (iii) where practicable under the circumstances, attempt to call the Owner or any Occupant prior to entry to inform them of the entry.

(3) If the Association enters a Unit for any purpose permitted in this Declaration other than those identified in the prior two paragraphs, before entering a Unit the Association shall: (i) give notice to the Owner that an entry is required at least

two weeks in advance with such notice stating: (a) that the Association or its authorized Persons will enter the Unit, (b) the date and time of the entry, (c) the purpose of entering the Unit, (d) a statement that the Owner or Occupant can be present during the time the Association is in the Unit, (e) the full names of any Person who will be entering into the Unit, and the phone numbers and addresses of the Persons entering the Unit or of the company for whom the Persons entering the Unit are employed for the purpose of entering the Unit, (f) any other information the Association deems appropriate to include, and (ii) post the written notice described above on the front door to the Unit at least seven (7) days prior to entry into the Unit.

- (c) Notice to a Lender. Notice to a Lender shall be delivered by first-class United States mail, postage prepaid, to the most recent address furnished by such Lender in writing to the Association for the purpose of notice or, if no such address shall have been furnished, to any office of the Lender. Any address for a Lender that is found on a document recorded on the title of a Unit shall be deemed an office of the Lender. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit.

- (d) Notice to Association from an Owner.

(1) An Owner's notice to the Association shall be effective upon the satisfaction of any of the following delivery methods:

- (i) by a written notice delivered personally to the Manager, which shall be effective upon delivery;
- (ii) by a written notice placed in the first-class United States mail, postage prepaid, to the current registered business address of the Association. Any notice so deposited in the mail shall be deemed delivered three (3) days after such deposit.
- (iii) by written e-mail correspondence to the Association: (1) that is sent to an e-mail address provided by the Association in the prior twelve (12) months for the purpose of Association communications, or (2) that is emailed to an e-mail address from which the Manager or the President of the Association has communicated related to Association matters, and so long as no indication is received that the e-mail may not have been delivered or received. Any notice sent by e-mail shall be deemed delivered three (3) days after it is sent.
- (iv) by facsimile (whether to a machine or to an electronic receiving unit) to the Association that is sent to a facsimile number provided by the Association for the purpose of Association communications and so long as no indication is received that the facsimile may not have been delivered or received. Any notice sent by facsimile shall be deemed delivered three (3) days after it is sent.

ARTICLE 18: ATTORNEY FEES AND COSTS

18.1 Legal Costs Associated with Disputes with Owners.

- (a) Owners Liable for Fees Incurred in Dispute. If the Association utilizes legal counsel to enforce any Term and Condition after notice to the Owner that it intends to enforce the Term and Condition or after the Owner communicates or demonstrates an intent not to comply with the Term and Condition, the Association may assess all reasonable attorney fees and costs associated with such enforcement to the Owner, regardless of whether a lawsuit is initiated or not. In the event of a lawsuit between an Owner and the Association, the Owner shall be further liable for all reasonable attorney fees and costs associated with any and all claims arising out of or related to this Declaration or any other governing document, arising out of or related to the Owner's status as an Owner or member of the Association, or arising out of or related to the Owner's ownership of a Unit and the Association may assess such attorney fees and costs.
- (b) Costs. The term "costs" as used in this section shall include all costs including copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. "Costs" is specifically defined in this Declaration to be broader and to include costs that are not included in costs, as the term is used in the Utah Rules of Civil Procedure.
- (c) Exception to Owner's Liability for Fees and Costs. If, related to (1) any dispute with an Owner, (2) any challenge by an Owner to a position of the Association on a Term and Condition, or (3) a request of an Owner for direction on the application of a Term and Condition: the Association incurs legal fees or costs related to the interpretation and application of a Term and Condition that: (1) the association could not establish an initial position on without having incurred the fees and costs, or (2) results in a substantial modification to a prior position taken by the Association; then those fees or costs shall not be assessed to any Owner and shall be paid by the Association. This exception shall not apply if a lawsuit is pending with regard to the Owner and the issues arise as part of and during the lawsuit.

ARTICLE 19: RESERVES

19.1 Requirement for Reserves. The Association shall obtain a Reserve Analysis and maintain a reserve fund for the maintenance, repair, and replacement of the Common Area and Limited Common Area, pursuant to the following provisions:

- (a) Collection. Reserve funds may be collected as part of regular or special Assessments, as determined by the Owners.
- (b) Amount. In formulating the Association's yearly budget, the Association shall include a reserve fund line item in an amount the Management Board determines,

based on the reserve analysis, to be prudent. A reserve fund line item means the line item in the Association's annual budget that identifies the amount to be placed into the reserve fund.

- (c) Owner Veto. Within forty-five (45) days after the day on which the Association adopts the annual budget, the Owners may veto the reserve fund line item by a fifty-one percent (51%) vote of the Undivided Interests in the Association at a special meeting called by the Owners for the purpose of voting whether to veto a reserve fund line item. If the Owners veto a reserve fund line item and a reserve fund line item exists in a previously approved annual budget of the Association that was not vetoed, the Association shall fund the reserve account in accordance with that prior reserve fund line item.
- (b) Surplus Monies Applied to Reserves. The Association may retain surplus Association money as additional reserves rather than refund it to the Owners or credit it to future Assessments.
- (c) Segregation of Reserves. The Association shall segregate money held for reserves from regular operating and other accounts.
- (d) Reserve Analysis. The Association shall cause a Reserve Analysis with an onsite evaluation to be conducted no less frequently than every six (6) years. The Association shall review and, if necessary, update a previously conducted Reserve Analysis no less frequently than every three (3) years. The Reserve analysis shall include, at a minimum: (1) a list of the components identified in the reserve analysis that will reasonably require reserve funds; (2) a statement of the probable remaining useful life, as of the date of the reserve analysis, of each component identified in the reserve analysis; (3) an estimate of the cost to repair, replace, or restore each component identified in the reserve analysis; (4) an estimate of the total annual contribution to a reserve fund necessary to meet the cost to repair, replace, or restore each component identified in the reserve analysis during the component's useful life and at the end of the component's useful life; and (5) a reserve funding plan that recommends how the association may fund the annual contribution set forth in the reserve analysis. The Reserve Analysis and updates shall project a minimum of thirty (30) years into the future.
- (e) Qualifications for Person Preparing Reserve Analysis. The Reserve Analysis report shall be prepared by a Person or Persons with (1) experience in current building technologies, (2) a solid working knowledge of building-cost estimating and life-cycle costing for facilities, and (3) the tools and knowledge to prepare a report. Preferably, the Person preparing the reserve study shall have the RS (Reserve Specialist) designation available through the Community Association Institute (CAI), the PRA (Professional Reserve Analyst) designation offered through the Association of Professional Reserve Analysts (APRA), or other designations by similar associations establishing that the Person has some formal training related to preparing a Reserve Analysis.

- (f) Summary and Copies of Reserve Analysis. The Association shall annually provide Owners a summary of the most recent reserve analysis or update. The Association shall provide a copy of the complete reserve analysis or update to an Owner who requests a copy.

ARTICLE 20: LEASING AND NON-OWNER OCCUPANCY

20.1 Declaration and Rules Govern Non-Owner Occupancy. Notwithstanding anything to the contrary in this Declaration or in the Bylaws, any leasing and non-owner occupancy of a Unit shall be governed by this section and procedures adopted as allowed in this section.

20.2 Definitions. For the purpose of this section:

(a) "Non-Owner Occupied Unit" means:

(1) For a Unit owned in whole or in part by an individual or individuals, the Unit is occupied by someone when no individual Owner or Family Member of the Owner occupies the Unit as the individual Owner's or Family Member's primary residence; or

(2) For a Unit owned entirely by one or more entities or trusts, the Unit is occupied by anyone other than the person for whom the entity or trust was created or by a Family Member of that person.

(b) "Family Member" means:

(1) the parent, sibling, or child of an Owner and that family member's spouse and/or children, or

(2) in the case of a Unit owned by a trust or other entity created for estate planning purposes, a Person occupying the Unit if the trust or other estate planning entity that owns the Unit was created for the estate of (i) a current Occupant of the Unit; or (ii) the parent, child, or sibling of the current Occupant of the Unit.

20.3 Permitted Rules. The Board may adopt Rules requiring:

- (a) reporting and procedural requirements related to Non-Owner Occupied Units and the Occupants of those Units including requiring informational forms to be filled out by Owners and/or residents identifying Non-Owner Occupants, vehicles, phone numbers, etc.
- (b) to the extent allowed by law, reasonable fees related to the administration of the Association's records due to a change in the occupants of the Unit, so long as such fee applies to a change in the occupants regardless of whether the Unit is Owner or Non-Owner Occupied, and

- (c) other reasonable administrative provisions consistent with and as it deems appropriate to enforce the requirements of this Declaration.

20.4 Requirements for Leasing and Non-Owner Occupancy. The Owners of all Units must comply with the following provisions:

- (a) Any lease or agreement for otherwise allowable Non-Owner Occupancy must be in writing and shall provide as a term of the agreement that the resident shall comply with the Declaration, the Bylaws, and the Rules, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for Non-Owner Occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident;
- (b) If required in the Rules or requested by the Board, a copy of any lease or other agreement for Non-Owner Occupancy shall be delivered to the Association within the time period provided for in the Rules or by the Board;
- (c) The Owner(s) of a Unit shall be responsible for the resident's or any guest's compliance with the Declaration, Bylaws, and Rules. In addition to any other remedy for noncompliance with this Declaration, the Association shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending Non-Owner Occupant. The Association, the Board, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board, the Manager and any of their agents, arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph.

20.5 Exceptions for Family Members. If only Family Members occupy a Unit, then notwithstanding anything to the contrary herein,

- (a) Subsections 20.4(a) shall not apply to that occupancy;
- (b) no written agreement regarding occupancy needs to be created between the Family Member and the Owner; and
- (c) any written agreement regarding occupancy, to the extent it exists, may not be requested by the Board until an Occupant has violated a provision of the Governing Documents and if requested, may only be requested related to remedying or taking action as a result of such a violation.

ARTICLE 21: GENERAL PROVISIONS

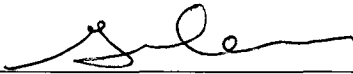
- 21.1 Enforcement. The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all Terms and Conditions including the right to prevent the violation of any such Terms and Conditions and the right to recover damages and other sums for such violation.
- 21.2 Nonliability of Officials. To the fullest extent permitted by applicable law, neither the Board nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error or negligence.
- 21.3 Use of Funds Collected by the Association. All funds collected by the Association, including Assessments and contributions to the Association paid by the Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for nonprofit purposes of the Association in managing, maintaining, caring for and preserving the Common Area and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association managing, maintaining, caring for and preserving the Common Area and other than as a result of expenditures made for other permitted purposes as set forth in this Declaration).
- 21.4 Owner Liability and Indemnification. Each Owner shall be liable to the remaining Owners and to the Association for any damage to the Common Area that may be sustained by reason of the negligent or intentional act of that Owner or that Owner's guest or Occupant, to the extent such losses and damages are either under the Deductible of the Association or not covered by the Association's insurance. Each Owner, by acceptance of a deed to a Unit, agrees personally to indemnify each and every other Owner and Occupant and to hold such other Persons harmless from, and to defend such Persons against, any claim of any Person for personal injury or property damage occurring within the indemnifying Owner's Unit, including Limited Common Area, if any, except to the extent that: (a) such injury, damage, or claim is covered and defended by the Association's insurance; or (b) the injury or damage occurred by reason of the intentional act of the Association.
- 21.5 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in a Unit, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriate documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and the Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on such Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be

irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

- 21.6 Security. The Association shall in no way be considered an insurer, guarantor, or provider of security from criminal conduct within or relating to the Project, including any Common Area that the Association may have an obligation to maintain. The Association shall not be held liable for any loss or damage by reason of criminal conduct arising for any reason including any failure to provide security or any ineffectiveness of security measures undertaken. Each and every Owner or Person entering the Project acknowledges that the Association has no duty to any Owner, guest, or Occupant related to security or criminal conduct and expressly acknowledges that no duty is owed to anyone such as that of a landlord or retail business. By purchasing a Unit in this Project and/or residing in this Project, Owners and Occupants agree that the Association and the Board are not insurers of the safety or well-being of Owners, guests, or Occupants or of their personal property as it relates to criminal conduct, and that each Owner, guest, or Occupant specifically waives any such claim and assumes all risks for loss or damage to Persons or property resulting from criminal conduct, to the extent any such damages are not covered by insurance.
- 21.7 Reasonable Accommodations. Notwithstanding anything to the contrary in this Declaration, the Association, upon receipt of a written opinion from its counsel that such action is required, may make or permit reasonable accommodations or modifications to the Project that are otherwise prohibited by the Governing Documents, as required under Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act) as amended, to accommodate a Person with a disability (as defined by Federal law at the time the accommodation is requested). Reasonable accommodations or modifications may include modifications to a Unit, the Common Area, the Limited Common Area, or the Building, or deviations from provision of the Governing Documents. Any such modification and accommodation made under this section shall not act as a waiver of the provisions of the Governing Documents with regard to anyone else.
- 21.8 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR ENTERING OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

Dated this 27th day of May, 2016.

PAYDAY CONDOMINIUM ASSOCIATION

By: 
Signature
Greg Gendron
Printed
Its: BOARD President

STATE OF UTAH)
) :ss
COUNTY OF SUMMIT)

On this 27th, day of May, 2016, personally appeared
before me Gregory Scott Gendron, whose identity is personally
(Name of Document Signer)

known to me, (or proven on the basis of satisfactory evidence) and who by me duly
sworn/affirmed, did say that he/she is the Board President, of Payday
Condominium Association; and that said document was signed by him/her in behalf of said
Corporation by Authority of its Bylaws, or Resolution of its Management Board, and
acknowledged to me that said Corporation executed the same.

Jamie Dooley
Notary Public

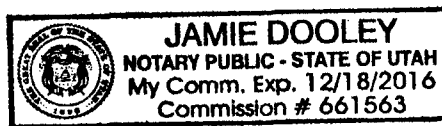


EXHIBIT A
LEGAL DESCRIPTION

BEGINNING AT A POINT NORTH 1061.01 FEET AND WEST 813.22 FEET FROM THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 19°40'30" WEST 347.05 FEET TO A POINT OF A CURVE TO THE LEFT THE CENTER OF WHICH IS SOUTH 70°19'30" WEST 495.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 266.155 FEET; THENCE NORTH 32°47'40" EAST 137.41 FEET; THENCE NORTH 16°45' EAST 108.00 FEET; THENCE NORTH 58°25' EAST 102.84 FEET; THENCE SOUTH 64°20' EAST 294.65 FEET; THENCE SOUTH 17°20' EAST 67.00 FEET; THENCE SOUTH 5°40' WEST 171.00 FEET; THENCE SOUTH 18°40' EAST 75.00 FEET; THENCE SOUTH 19°00' WEST 98.00 FEET; THENCE SOUTH 2°00' WEST 141.00 FEET; THENCE SOUTH 12°25' WEST 93.00 FEET; THENCE SOUTH 70°19'30" WEST 171.00 FEET TO THE POINT OF BEGINNING. CONTAINS 5.26 ACRES.

Parcel Numbers

PD-1-A
PD-1-B
PD-1-C
PD-2-A
PD-2-B
PD-2-C
PD-3-A
PD-3-B
PD-3-C
PD-4-A
PD-5-B
PD-6-A
PD-6-B
PD-6-C
PD-7-B
PD-8-A
PD-9-A
PD-10-B
PD-11-A
PD-11-B
PD-11-C
PD-12-A
PD-12-B
PD-12-C
PD-13-A
PD-13-B
PD-13-C
PD-14-A
PD-14-B
PD-14-C
PD-15-A
PD-15-B
PD-15-C
PD-16-A
PD-16-B
PD-16-C
PD-17-A
PD-17-B
PD-17-C
PD-18-A-1
PD-18-B
PD-18-C
PD-19-A
PD-19-B
PD-19-C
PD-20-A
PD-20-B
PD-20-C
PD-21-A
PD-21-B
PD-21-C

EXHIBIT B

UNDIVIDED INTERESTS

<u>Unit Designation</u>	<u>Appurtenant Undivided Interest in Common Areas</u>	<u>Unit Designation</u>	<u>Appurtenant Undivided Interest in Common Areas</u>
157/1-A	1.73%	182/13-C	2.29%
159/1-B	1.74	186/14-A	1.81
158/1-C	2.08	184/14-B	1.89
160/2-A	1.84	185/14-C	2.27
162/2-B	1.89	187/15-A	1.73
161/2-C	2.22	189/15-B	1.74
163/3-A	1.91	188/15-C	2.10
165/3-B	1.97	192/16-A	1.68
164/3-C	2.26	190/16-B	1.70
166/4-A	2.06	191/16-C	2.03
167/5-B	2.08	195/17-A	1.73
168/6-A	1.91	193/17-B	1.74
170/6-B	1.93	194/17-C	2.10
169/6-C	2.29	196/18-A	1.81
171/7-B	2.08	198/18-B	1.89
172/8-A	2.06	197/18-C	2.27
173/9-A	2.04	201/19-A	1.88
174/10-B	2.02	199/19-B	1.88
177/11-A	1.76	200/19-C	2.29
175/11-B	1.82	204/20-A	1.84
176/11-C	2.22	202/20-B	1.89
178/12-A	1.81	203/20-C	2.32
180/12-B	1.89	207/21-A	1.68
179/12-C	2.26	205/21-B	1.70
183/13-A	1.88	206/21-C	2.10
181/13-B	1.89		

EXHIBIT C

**PAYDAY CONDOMINIUMS
BYLAWS**

Table of Contents

ARTICLE I: DEFINITIONS	1
1.1 Definitions.....	1
1.2 Notice.....	3
ARTICLE II: OWNERS	3
2.1 Annual Meetings.....	3
(a) Requirement	3
(b) Date and Time	3
(c) Purpose	3
(d) Election of Board Members	3
2.2 Special Meetings.....	4
(a) Who May Call	4
(b) Requirements for Request of Owners	4
2.3 Place of Meetings	4
2.4 Meetings by Telecommunications	4
2.5 Notice of Meetings	4
2.6 Owners of Record	4
2.7 Quorum	5
2.8 Proxies.....	5
2.9 Votes	5
2.10 Ballots and Written Consent	5
2.11 Minutes of Meetings	6
ARTICLE III: Management Board.....	6
3.1 Number, Tenure, Qualifications, and Election	6
(a) Number of Members.....	6
(b) Member Requirements	6
(c) Term	6
(d) Nominations	6
(e) Disqualification	6
(f) Removal for Failure to Participate.....	7
3.2 Meetings.....	7
(a) Regular Meetings.....	7
(b) Who is Entitled to Attend.....	7
(c) Attendance by Telephone or other Means.....	7
(d) Special Meetings	7
(e) Quorum and Manner of Acting	8
(f) Place and Notice of Meetings	8
(g) Executive Session.....	8

3.3 Informal Action and Action by Board Members without a Meeting	9
3.4 Compensation	10
3.5 Resignation and Removal	10
3.6 Vacancies	11
ARTICLE IV: OFFICERS.....	11
4.1 Officers	11
4.2 Election, Tenure and Qualifications	11
4.3 Resignation and Removal	11
4.4 Vacancies and Newly Created Offices	11
4.5 The President	11
4.6 The Vice President.....	12
4.7 The Secretary	12
4.8 The Treasurer	12
4.9 Compensation	12
ARTICLE V: BOARDS	13
5.1 Designation of Boards.....	13
5.2 Proceedings of Boards	13
5.3 Quorum and Manner of Acting	13
5.4 Resignation and Removal	13
5.5 Vacancies	13
ARTICLE VI: INDEMNIFICATION	13
6.1 Indemnification.....	13
6.2 Other Indemnification	14
6.3 Settlement by Association	14
ARTICLE VII: AMENDMENTS	14
7.1 Amendments	14
7.2 Execution of Amendments	14
ARTICLE VIII: WAIVER OF IRREGULARITIES.....	15
8.1 Waiver of Procedural Irregularities	15
8.2 Requirements for Objections	15
8.3 Irregularities That Cannot Be Waived	15

**BYLAWS
OF
Payday Condominiums**

These Bylaws are hereby adapted and established as the Bylaws of the Payday Condominium Association (the "Association"). These Bylaws and any amendments thereto shall apply to the Association upon their recording and shall bind all present and/or future Owners and Occupants.

ARTICLE I: DEFINITIONS AND NOTICE

- 1.1 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PAYDAY CONDOMINIUMS ("the Declaration"), as amended, shall have the same defined meanings when used in these Bylaws. For reference, the following definitions are duplicated herein:
- (a) "Act" shall mean the Condominium Ownership Act codified beginning at Section 57-8-1, Utah Code Annotated.
 - (b) "Association" shall refer to Payday Condominium Association Homeowners Association, the membership of which shall include each Owner in the Project. The Association may be incorporated as a nonprofit corporation. If the Owners are ever organized as another type of entity or if the Owners act as a group without legal organization, "Association" as used in this Declaration shall refer to that entity or group.
 - (c) "Board Member" shall mean a duly qualified and elected or appointed member of the Board.
 - (d) "Board of Trustees" or "Board" shall mean the body of elected or appointed people with primary authority to manage the affairs of the Association, including the responsibility and authority to make and enforce all of the reasonable rules covering the operations and maintenance of the Project.
 - (e) "Declaration" shall mean the Declaration and all attached exhibits other than these Bylaws, and any and all amendments to the Declaration.
 - (f) "Manager" shall mean any Person engaged by the Association to manage the Project.
 - (g) "Occupant" shall mean any Persons, other than an Owner, in possession of, using, entering into, or living in a Unit or the Project, including,

without limitation, family members, tenants, guests, and invitees of an Owner or an Occupant. Occupants shall include any trespassers or previously lawful Occupants if the Owner fails to secure the Unit against trespass, fails to take action necessary and appropriate to remove trespassers or previously lawful Occupants immediately upon notice of the trespass or occupancy, or fails to take reasonable measures to become aware of any unauthorized Occupants in the Unit or of any unauthorized entry and use of the Unit (which shall include the duty to verify the physical condition and occupancy of the Unit at least monthly if it is left unoccupied).

- (h) "Owner" shall mean the Person or Persons who have record title to a Unit, including those who hold a fee simple interest in the Unit (in whole or in part), according to the records of the County Recorder of Summit County, Utah; however, Owner shall not include a trustee for a deed of trust.
- (i) "Person" shall mean a natural individual, corporation, estate, partnership, trustee, association, joint venture, government, governmental subdivision or agency, or any other legal entity.
- (j) "Project" shall mean the land, whether leasehold or in fee simple, the Buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith; as defined by the Plat and the Declaration and including the Units, the Common Area, and the Limited Common Areas. Project as defined in the Declaration is intended to have the same definition as "Property" as defined in the Act.
- (k) "Property" shall mean the property legally described in Exhibit A to the Declaration and all easements and rights appurtenant thereto.
- (l) "Rules" shall mean and refer to the rules adopted by the Association.
- (m) "Undivided Interest" shall mean the interest of that Owner (expressed as a percentage in Exhibit B to the Declaration) in the Common Areas, which shall be applicable for the purposes of voting, the payment of Common Expenses, and for other purposes indicated in the Declaration or the Act.
- (n) "Unit" shall mean and refer to an individual condominium unit, unit, or condominium, (all as defined in the Act), which shall consist of a separate physical part of the property intended for independent use, including one or more rooms or spaces located in one or more floors or part or parts of floors in a building, and which is identified on the Plat. Except where the context specifically requires otherwise, reference to a Unit shall include reference to the Undivided Interest appurtenant to such Unit.

- 1.2 Notice. Notice as required in these Bylaws shall be accomplished as provided for in the Declaration.

ARTICLE II: MEETINGS OF THE OWNERS

2.1 Annual Meetings.

- (a) Requirement. An annual meeting of the Owners shall be held no less than once each calendar year.
- (b) Date and Time. Unless changed by the Board, the annual meeting of Owners shall be held in May of each year. The Board may from time to time change the date and time for the annual meeting of the Owners.
- (c) Purpose. The Annual Meeting shall be held for the following purposes:
 - (1) Electing members of the Board;
 - (2) So long as required by law, distributing the most recent reserve study, permitting discussion on reserve funding options, and voting on whether and how to fund the reserve account;
 - (3) Present the budget to the Owners;
 - (4) Distributing any annual insurance checklist if it exists and if was not distributed before the meeting, announcing the current deductible for the Association's property insurance and the Owners' potential responsibility for this deductible, and permitting questions and discussion on insurance issues and coverage; and
 - (6) Transacting such other business as may properly come before the meeting.
- (d) Approval of Minutes. The minutes of the annual meeting shall be approved by the Management Board within ninety (90) days of the annual meeting.
- (e) Election of Board Members. If the election of the Board Members cannot be held on the day designated for the annual meeting of the Owners, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Owners, to be convened as soon thereafter as may be convenient.

2.2 Special Meetings.

- (a) Who May Call. Special meetings of the Owners may be called by the Board, the President, or upon the written request of Owners holding not less than twenty-five percent (25%) of the Undivided Interest of the Association.

- (b) Requirements for Request of Owners. Any written request for a special meeting by the Owners shall include the signature of each Owner affirmatively supporting such request along with a statement of the purpose of the meeting. The statement of affirmation and purpose must be on every document containing signatures. Such written request is to state the purpose or purposes of the meeting and shall be delivered to the Manager, or the President, who shall then call a special meeting, provide notice of the special meeting, and conduct a special meeting within sixty (60) days of receipt of the request that shall address the purpose identified on the request, but no other issues.
- 2.3 Place of Meetings. The Project shall be the place for any annual or special meeting unless special circumstances make it unavailable, in which case the meeting shall be held within five (5) miles of the location of the Project.
- 2.4 Meetings by Telecommunications. Any or all of the Owners may participate in an annual or special meeting of the members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting, including electronica transmission. A member participating in a meeting as allowed in this section is considered to be present in person at the meeting. The Board may establish procedures and rules related to this provision as it relates to proxies, verifying attendance, and other aspects of the meeting.
- 2.5 Notice of Meetings. The Board shall cause written notice of the time and place, and in the case of a special meeting, the purpose, for all meetings of the Owners, whether annual or special, to be delivered to the Owners, not more than thirty (30) nor less than ten (10) days prior to the meeting.
- 2.6 Owners of Record. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, or any adjournment thereof, the Board may designate a record date, which shall not be more than thirty (30) nor less than ten (10) days prior to the meeting. If no record date is designated prior to sending notice of the meeting, the first date on which a notice of the meeting is sent shall be deemed to be the record date for determining Owners entitled to notice of or to vote at the meeting. The Persons or entities appearing in the records of the Association on such record date as the Owners of record of Units in the Property shall be deemed to be the Owners of record entitled to notice of and to vote at the meeting of the Owners.
- 2.7 Quorum. At any meeting of the Owners, the presence of Owners holding, or holders of proxies entitled to cast, more than twenty-five percent (25%) of the Undivided Interest of the Association shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting shall be postponed to a date of not more than thirty (30) days and not less than fifteen (15) days at which time the

owners present shall constitute a quorum. In the case of any such postponement, notice of the meeting shall again be provided to all owners at least seven (7) days before the postponed meeting which shall include the statement: "The meeting will occur without any requirement for a minimum number of owners present."

- 2.8 Proxies. At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by the Owner's attorney when duly authorized in writing. If a Unit is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Unit or that Owners' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act may set forth the specific matters or issues upon which the proxy is authorized to act. Such instrument shall be delivered to the Secretary of the Association or to such other officer or person who has been authorized by the Association to accept proxies at the meeting. Such instrument shall be delivered either prior to or at the meeting, but no later than any point after the start of the meeting at which it is announced by the person in charge of the meeting as the final time to deliver proxies.
- 2.9 Votes. With respect to each matter submitted to a vote of the Owners, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit of such Owner, as shown in the Declaration. The affirmative vote of Owners holding the majority of the Undivided Interests entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Owners, unless a greater proportion is required by these Bylaws, the Declaration, the Act, or the Revised Nonprofit Corporations Act. When more than one Owner holds an interest in a Unit, any Owner may exercise the vote for such Unit on behalf of all co-Owners of the Unit. In the event of two conflicting votes by co-Owners of one Unit, no vote shall be counted for that Unit but it shall be counted for the purposes of establishing a quorum. In no event shall fractional votes be exercised in respect to any Unit.
- 2.10 Ballots and Written Consent. The Association may utilize written consents to take action without a meeting or mailed ballots consistent with the requirements of the Revised Nonprofit Corporation Act. Any Owner may deliver written consent by electronic transmission. A written consent delivered by electronic transmission is considered to be written, signed and dated for purposes of action without a meeting if the written consent is delivered with information from which the Association can determine that the written consent was sent by the member and the date on which the written consent was transmitted.
- 2.11 Minutes of Meetings. The secretary shall take minutes of all meetings of the Owners. The minutes shall include, at a minimum, (1) the identification of the Persons present at the meeting in person and by proxy, (2) the date of the meeting,

(3) the identification of any issue that is voted on or decided in the meeting, (4) the number of votes cast for and against any issue decided upon, (5) the wording of any resolution passed at the meeting. The failure to take appropriate minutes or otherwise comply with this Section 2.11 does not invalidate any action taken at a meeting.

ARTICLE III: BOARD OF TRUSTEES

3.1 Number, Tenure, Qualifications, and Election.

- (a) **Number of Members.** The Board shall consist of three (3) to nine (9) members, but the total number of members must be an odd number. The Board may change the number of members between three (3) and nine (9) by adoption of a Rule in accordance with this Declaration and the Act whether such Board is larger or small than the existing Board. If no Rule is adopted, the number of Board Members shall be five (5).
- (b) **Member Requirements.** To be on the Board, a Person must be an Owner and over the age of eighteen (18) years old. If an Owner is an entity or trust, an officer, partner, member, manager, trustee, or beneficiary of such Owner may be a member of the Board. Any candidate or member of the Board shall, upon a request by any Owner, produce sufficient documentation establishing that person's right to serve on the Board.
- (c) **Term.** The term of each Board Member shall be one (1) year.
- (d) **Nominations.** Not less than sixty (60) days prior to the annual meeting, a request for nominations for open or expiring Board positions shall be provided to all Owners. An Owner may submit his or her own name or the name of any other Owner to serve on the Board. If an Owner submits the name of another Owner, the nomination shall not be valid until the Owner being nominated provides written confirmation that the Owner is willing to serve. Nominations must be received within thirty (30) days of the notice requesting nominations. Nominations may be accompanied by a short biography or statement. Nominations shall be submitted to the Association Secretary. If the Association gives advance notice of any person seeking election to the Board in a notice, ballot, or proxy; it shall include the names of every person nominated. Only persons who have been properly nominated may be elected to the Board.
- (e) **Disqualification.** If any Board Member is alleged to not meet the qualification requirements in the Declaration and any Board Member is notified of or discovers this alleged lack of qualification, the Board shall promptly investigate and verify whether the Board Member is qualified or not, and during this period shall not make any further decisions. If the Board Member is not qualified, the Board Member's membership on the

Board shall terminate automatically retroactive to the date that written notice of an alleged lack of qualification was provided to the Association or, if no notice was provided, to the date that the Board established that the Board Member was not qualified. If a Board Member becomes unqualified or was not qualified under the Governing Documents, but was nonetheless elected to or permitted to remain on the Board, the decisions and actions of the Board and that Board Member are not subject to challenge on this basis up to the time that the Association is notified in writing as provided for in this section or until the Board Member is disqualified if no such notice is provided.

- (f) **Removal for Failure to Participate.** If any Board Member shall fail to appear (in person or by some other means allowing for participation) at four (4) successive regular Board meetings or fifty percent (50%) or more of the regular meetings within the preceding twelve (12) months, after having received proper notice of the meetings and after the Board has attempted in good faith to schedule meetings consistent with all of the Board Member's schedules, the other Board Members may by unanimous vote, except for the Board Member to be removed, remove that Member and appoint a new Member.

3.2 Meetings.

- (a) **Regular Meetings.** The Board shall hold regular meetings at least quarterly, and more often at the discretion of the Board.
- (b) **Who is Entitled to Attend.** Board Members may attend all meetings. Owners may attend meetings and may be present for all discussion, deliberation, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance, including a requirement that they remain silent except when comments are solicited by the Board.
- (c) **Notice to Owners.** Any Owner may request notice of Board Meetings by requesting such notice from either a Board Member or the Manager and providing a valid email address at which the Member will receive notice. Any Owner who has requested notice of Board Meetings shall be given notice along with the Board members.
- (d) **Owner comments at Board Meetings.** At each Special or Regular Meeting of the Board, the Board shall provide each Owner who wishes to speak a reasonable opportunity to offer comments. The Board may select a specific time period during the meeting and limit Owners comments to such a time period. The Board may set a reasonable length of time that each Owner may speak.

- (e) Meeting by Electronic Communication. The Board may also hold any regular or special meeting by means of electronic communication that allows all members to communicate orally in real time, including, but not limited to, means such as web conferencing, video conferencing, or telephone conferencing. If the Board meets by electronic communication, the Board must provide information necessary to allow any Owner who has requested notice of meetings the ability to participate by the available means of electronic communication.
- (f) Special Meetings. Special meetings of the Board may be called by or at the request of any three (3) Board Members or the President of the Association. Notice of any special meeting shall be given at least 48 hours prior thereto to each Board Member. No notice of special meetings is required to be provided to Owners, although any Owner may attend any special meeting if the Owner appears at the physical location of the meeting in person.
- (f) Quorum and Manner of Acting. The number of board members divided by two and rounded up shall constitute a quorum for the transaction of business at any meeting of the Board. If no Rule is adopted and the number of Board Members is five (5), then three (3) shall constitute a quorum. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided to the Board Members shall be the act of the Board. The Board Members shall act only as a Board, and individual members shall have no powers as such.
- (g) Place and Notice of Meetings. The Board may designate any place in Summit County as the place of meeting for any regular meeting called by the Board but shall in good faith attempt to hold meetings at the Project or in as close a proximity to the Project as reasonably possible. All Board Members and Owners shall be given at least ten (10) days' notice of regular meetings.
- (h) Executive Session.
 - (1) The Board or a Committee may, by motion and a vote, continue deliberations and discussions in executive session for the reasons allowed in these Bylaws. If they enter executive session, they shall discontinue any executive session by motion and a vote.
 - (2) Executive sessions may be held to discuss and make decisions related to the following matters:
 - (i) Obtaining legal advices on matters including pending or prospective legal proceedings and issues related to the

Association, its operations, or its governance, including but not limited to meetings with the Association's counsel.

- (ii) contracts and purchases related to the association, including but not limited to the negotiations, potential breaches, reviews of contracts, and the terms of any purchases.
 - (iii) Association employee and personnel issues, including reviews, discipline issues, termination issues, salary issues, and the terms of employment.
 - (iv) Discussion of a delinquent assessment or fine.
 - (v) Discussion of a matter that involves an individual if the discussion is likely to the individual undue embarrassment or violate the individual's reasonable expectation of privacy.
- (3) The discussions in executive session shall be confidential and shall not be disclosed to anyone outside of the meeting except as authorized by the Board or the Committee.
- (4) Documents analyzed in executive session may be confidential for other reasons provided for by law or in the Governing Documents, but they are not confidential merely as a result of having been discussed or presented in executive session
- (5) The minutes of the meeting at which an executive session is held shall include:
- (i) The purpose(s) of the executive session in sufficient detail. For example, the following are sufficient descriptions: "to discuss the terms of a management contract with XYZ Company," or "To discuss the pending litigation with XYZ."
 - (ii) Any decisions made during executive session.
- (6) Care shall be taken so that attorney-client privileged information is not disclosed in minutes that are made available to anyone outside of members of the Board or the Board.

3.3 Informal Action and Action by Board Members without a Meeting.

- (a) Any action required or permitted by law or the governing documents to be taken at a board of directors' meeting may be taken without a meeting if notice is transmitted in writing by letter or electronic transmission to each member of the board and either:
 - a. Each Board Member consents in writing (i.e. via letter or electronic transmission); or

b. Each member of the board by the time stated in the notice takes one of the following actions:

- i. signs a writing for such action; or signs a writing against such action, abstains in writing from voting, or fails to respond or vote; or
- ii. fails to demand in writing that action not be taken without a meeting, and

(b) The action is effective if the affirmative votes in writing for the action received by the Association and not revoked equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the Board members were present and voted and the Association has not received a written demand by a director that the action not be taken without a meeting.

(c) Failure to demand that the action not be taken without a meeting by the time in the notice shall constitute waiver of the right to demand a meeting.

(d) The notice for action without a meeting shall state: (i) the action to be taken; (ii) the time by which a director must respond to the notice; (iii) that failure to respond by the time stated in the notice will have the same effect as: (A) abstaining in writing by the time stated in the notice; and (B) failing to demand in writing by the time stated in the notice that action not be taken without a meeting; and (iv) any other matters the nonprofit corporation determines to include.

(e) Action without a meeting without unanimous consent shall be effective at the time stated in the notice, unless the notice specifies a different time for voting and for the action to occur.

(f) Action by unanimous consent is taken when the last Board Member to consent signs a writing describing the action taken, unless, before that time, any director revokes a previously given consent by sending a writing signed by that director to the secretary or person authorized by the Board to receive the revocation. The Board may choose a different effective date

3.4 Compensation. The Board may adopt a rule fixing a credit towards dues Board Members. This credit may vary between the president and other board members. A Board Member may be reimbursed for expenses incurred in the performance of his/her duties as a Board Member to the extent such expenses are approved by the Board.

3.5 Resignation and Removal. A Board Member may resign at any time by delivering a written resignation to any other member of the Board or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. An oral resignation attempt is not effective. Any Board Member may be removed and replaced at any time, with or without cause, by the affirmative vote of at least fifty percent (50%) of the Undivided Interest of the Association. This vote must be

taken at a special meeting of the Owners called for that purpose. If the Owners vote to remove all of the members of the Board, they shall immediately thereafter and at the same meeting elect new members of the Board using the procedures normally applicable for election of Board members at an annual meeting. If the Owners vote to remove less than all of the members of the Board, the Owners may vote to elect replacement members at the special meeting. If the Owners vote to remove less than all of the members of the Board and either due to inadvertence or choice do not elect replacements at the special meeting, the remaining members of the Board, by majority vote, shall appoint replacement members for the remainder of the term of the Board Members who were removed.

- 3.6 Vacancies other than by Removal by Owners. If vacancies shall occur in the Board by reason of the death, resignation, removal for failure to attend meetings, or disqualification of a Board Member, the Board Members then in office shall continue to act, and such vacancies shall be filled by a vote of the Board Members then in office, even though less than a quorum may be available.

ARTICLE IV: OFFICERS

- 4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer.
- 4.2 Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Board annually at the first meeting of the Board following the annual meeting and thereafter at any time. Each such officer shall hold such office until a successor has been elected or until such officer's death, resignation, disqualification, or removal, whichever first occurs. No person shall hold more than one office unless, in the Board's discretion, the Board votes to have one person serve as both the Vice President and Secretary. If the number of Board Members is reduced to three (3) then then the offices of Vice President and the Secretary shall be held by the same Board Member. All officers must be members of the Board during the entire term of their respective offices.
- 4.3 Resignation and Removal. Any officer may resign any officer position at any time by delivering a written resignation to any Board Member. Unless otherwise specified therein, such resignation shall take effect upon delivery. At any time, the Board may appoint new or different officers, with or without cause.
- 4.4 Vacancies and Newly Created Offices. If any vacancy shall occur by any cause, such vacancies may be filled by the Board at any regular or special meeting. During the time that any office is vacant and no other officer is available to perform the duties of that office as required below, the Board shall ensure that the duties and responsibilities of the office are performed.
- 4.5 The President. The President shall preside at meetings of the Board and at meetings of the Owners. At all meetings, the President shall have all authority

typically granted to the person presiding over a meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive persons who may include but not be limited to any Person who (i) refuses to abide by rules or requests of the presiding person related to the order of the meeting and when speaking is permitted, or (ii) engages in vulgar, threatening, or otherwise inappropriate language or gestures, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order" and (4) the right to designate the Manager or any other Person to preside over any meeting at which the President is present. The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board. The President shall have the general authority to implement decisions of the Board and shall oversee the operations of the Association. The President shall have authority in case of emergency to take action without Board approval as is necessary and prudent to preserve and protect property. The President shall be responsible for the duties of any other office while that office is vacant.

- 4.6 The Vice President. The Vice President shall act in the place and stead of the President in the event of the President's resignation, absence, inability, or refusal to act. The Vice President shall perform such other duties as required by the Board.
- 4.7 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, the law, or any resolution of the Board that may require such person to keep. The Secretary shall also act in the place and stead of the President in the event of the President and Vice President's resignation, absence, inability, or refusal to act. The Secretary shall perform such other duties as required by the Board.
- 4.8 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board. The Treasurer shall have authority and obligation to generally implement the requirements of governing documents as it relates to the funds of the Association including the requirement to obtain a review by an independent accountant every three (3) years and the preparation and filing of appropriate tax returns. The Treasurer shall also act in the place and stead of the President in the event of the President, Vice President, and Secretary's resignation, absence, inability, or refusal to act. The Treasurer shall perform such other duties as required by the Board.
- 4.9 Compensation. No officer shall receive compensation for any services rendered to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board.

ARTICLE V: COMMITTEE

- 5.1 Designation of Committees. The Board may from time to time designate such Committees (each a "Committee") as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such Committee designated hereunder shall include at least one (1) Board Member. A Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board in the minutes. The Board may terminate any Committee at any time.
- 5.2 Proceedings of Committee. Each Committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such Committee may from time to time determine. If required by the Board, each such Committee shall keep a record of its proceedings and shall regularly report such proceedings to the Committee.
- 5.3 Quorum and Manner of Acting. The Committee may establish any procedural or quorum requirements for voting by the Committee. The members of any Committee designated by the Board hereunder shall act only as a Committee, and the individual members thereof shall have no powers, as such. A Committee may exercise the authority granted by the Board.
- 5.4 Resignation and Removal. Any Committee member may resign at any time by delivering a written resignation to any member of the Board or any presiding officer of the Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, with or without cause, remove any member of any Committee.
- 5.5 Vacancies. If any vacancy shall occur in any Committee due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Board, constitute the then total authorized membership of the Committee and, provided that two (2) or more members are remaining, and may continue to act.

ARTICLE VI: INDEMNIFICATION

- 6.1 Indemnification. No Board Member, officer, or member of a Committee shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Board Member, officer, or Committee member performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board Member, officer of the Association, or a member of a duly formed Committee, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having

heretofore or hereafter been a Board Member, officer of the Association, or member of a Committee or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him/her as such Board Member, officer, or Committee member, and shall advance and reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Association shall have the right, in its sole discretion, to defend such person from all suits or claims; provided further, however, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted.

- 6.2 Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be provided under any statute, agreement, vote of disinterested Board Members, or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. The indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer, Committee member, or employee, and shall inure to the benefit of the heirs, executors, and administrators of any such person.
- 6.3 Settlement by Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Board, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VII: AMENDMENTS

- 7.1 Amendments. Except as otherwise provided herein or by the Act, these Bylaws may be amended by the affirmative vote of Owners holding Undivided Interests totaling not less than sixty-seven percent (67%) of the total Undivided Interest. The vote must occur in a meeting of the Owners held for that purpose. The vote of approval of any one Owner of a Unit is sufficient if there are multiple Owners of the Unit.

- 7.2 Execution of Amendments. Upon obtaining the required vote, an amendment shall be signed by the President and Secretary of the Association, who shall certify that the amendment has been properly adopted as required by these Bylaws. An amendment complying with the requirements of these Bylaws and the Declaration shall be effective when the amendment has been recorded in the office of the County Recorder of Summit County, Utah.

ARTICLE VIII: WAIVER OF IRREGULARITIES

- 8.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of ascertaining Persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:
- (a) if the objecting Person was in attendance at the meeting, they are waived if no objection to the particular procedural issue was made at the meeting,
 - (b) if the objecting Person was not in attendance at the meeting but had proper notice of the meeting, they are waived if no objection to the particular procedural issue was made within sixty (60) days of the date the meeting was held,
 - (c) if the objecting person was not in attendance at a meeting, did not have proper notice of the meeting, but had actual notice of the meeting before it occurred, they are waived if no objection to the particular procedural issue was made within ninety (90) days of the date of the meeting,
 - (d) if the objecting person was not in attendance at the meeting and did not have actual and proper notice of the meeting before it occurred, within ninety (90) days of receiving actual notice of the occurrence of the meeting or of any decision that was made at the meeting,
 - (e) for any action, vote, or decision that occurred without a meeting, within one hundred twenty (120) days of receiving actual notice of the occurrence of the action, vote, or decision.
- 8.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must be specific and shall include identification of the specific provision of the Governing Document or other Law that has been violated and a brief statement of the facts supporting the claimed violation.
- 8.3 Irregularities That Cannot Be Waived. The following irregularities cannot be waived under the prior subsection:
- (a) Any failure to comply with the provisions of the Declaration.

- (b) Any failure to obtain the proper number of votes required to approve of or take a particular action.



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

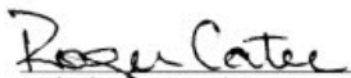
All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

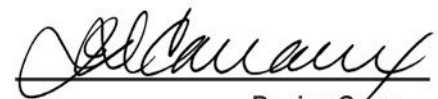

Authorized Countersignature





Matt Morris
President and CEO

Coalition Title Agency
2200 Park Avenue, Suite C-100
Park City, UT 84060
(435) 649-4008



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.



COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. 28073

2nd Amendment

1. Effective Date: November 10, 2020 at 8:00 A.M.

2. Policy or Policies To Be Issued:

Amount of Insurance

(a) ALTA Owner's	2006 (Standard)	Amount	\$1,000.00
		Premium	\$500.00

Proposed Insured:

To Be Determined

(b) ALTA Loan

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. Title to said estate or interest in said land is at the effective date hereof vested in:

ALL OF THE OWNERS OF UNITS, CONTAINED WITHIN THE PAYDAY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED IN SUMMIT COUNTY, AS ENTRY NO. 116007 (AS SAID RECORD OF SURVEY MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION RECORDED ON MAY 30, 1972 IN SUMMIT COUNTY. AS ENTRY NO. 116008 IN BOOK M-38, AT PAGE 467 (AS SAID RECORD OF SURVEY MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AS ESTABLISHED IN SAID DECLARATION AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES.

ALL AS THEIR INTERESTS APPEAR.

5. The land referred to in this Commitment is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

For information purposes only, the property address is purported to be:



EXHIBIT A
LEGAL DESCRIPTION

THE COMMON AREAS, CONTAINED WITHIN THE PAYDAY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED IN SUMMIT COUNTY, AS ENTRY NO. 116007 (AS SAID RECORD OF SURVEY MAY MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION RECORDED ON MAY 30, 1972 IN SUMMIT COUNTY. AS ENTRY NO. 116008 IN BOOK M-38, AT PAGE 467 (AS SAID RECORD OF SURVEY MAY MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AS ESTABLISHED IN SAID DECLARATION AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES.



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I**

File No.: 28073- Amended No. 2nd

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) in insurable form, which must be executed, delivered and duly filed for record.
3. Release(s), reconveyance(s), or satisfaction(s), of items to be paid off.
4. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the Title Insurance Rules of the American Arbitration Association, a copy of which is available from the Company. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.
5. This Commitment will be subject to defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.
6. Notice to Applicant: If the applicant desires copies of the documents underlying any exception to coverage shown herein the Company will furnish the same on request, if available, either with or without charge as appears appropriate.
7. Notice to Applicant: The Land covered herein may be serviced by districts, service companies and/or municipalities which assess charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.
8. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$300.00.
9. This Commitment is subject to approval by Stewart Title Guaranty Company, and any additional limitations, requirements and/or exceptions made by Stewart Title Guaranty Company.
10. The Title may be subject to further exceptions upon the disclosure of the identify of the buyer.



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

File No.: 28073

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Numerous mortgages and trust deeds exist against individual units within the Payday condominium project which are not shown herein. According to "Article 9" of the Amended and Restated Declaration of Condominium recorded June 8, 2016 as Entry No. 1047138 in Book 2356 Page 837 and any amendments thereto, the homeowners' association has the right to hold and dispose of any property with a majority interest of the home owners approval.
9. Any adverse claim based upon the assertion that a) Some portion of the land forms the bed or bank of a navigable river or lake, or lies below the mean high water mark thereof; b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake; c) The land is subject to water rights, claims or title to water and to any law or governmental regulation pertaining to wetlands.
10. (AFFECTS UNIT 10-B)

Settlement Agreement dated October 31, 2000 by and between Pay Day Condominium Homeowners Association and Frank W. Gay and Mary E. Gay recorded December 28, 2000 as Entry No. 579286 in Book 1347 at page 166, Summit County Recorder's office.

11. (AFFECTS UNIT 10-B)

Memorandum of Settlement Agreement dated October 31, 2000 by and between Pay Day Condominium



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

Homeowners Association and Frank W. Gay and Mary E. Gay recorded December 28, 2000 as Entry No. 579286 in Book 1347 at page 166, Summit County Recorder's office.

12. (AFFECTS UNIT 20-B)

The effects of that certain letter for Alecksander Kocic recorded October 20, 2008 as Entry No. 857727 in Book 1954 at page 1106, Summit County Recorder's office.

13. Right of Way and Easement Grant, dated December 1, 1981, in favor of MOUNTAIN FUEL SUPPLY COMPANY, a Utah corporation, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities through and across a portion of the subject property. Said Right of Way easement recorded May 20, 1982, as Entry No. 191614, in Book 220, at Page 143, Summit County Recorder's Office.
14. Right of Way and Easement Grant, dated July 7, 1982, in favor of MOUNTAIN FUEL SUPPLY COMPANY, a Utah corporation, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities through and across a portion of the subject property. Said Right of Way easement recorded July 21, 1982, as Entry NO. 193890, in Book 227, at Page 83, Summit County Recorder's Office.
15. Right of Way and Easement Grant, dated June 1, 1984, in favor of MOUNTAIN FUEL SUPPLY COMPANY, a Utah corporation, to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities through and across a portion of the subject property. Said Right of Way easement recorded September 21, 1984, as Entry No. 225409, in Book 315, at Page 234, Summit County Recorder's Office.
16. Grant of Easement in favor of SNYDERVILLE BASIN WATER RECLAMATION DISTRICT the right, privilege and authority to construct, operate, replace, repair and maintain sewers and pipes including all necessary fixtures under, across and upon the subject property. Said Easement recorded DECEMBER 14, 2005, as Entry No. 761647, in Book 1757, at Page 1843, Summit County Recorder's Office.
17. Grant of Easement and Access Easement for Construction and Maintenance of Wastewater Collection and Transportation Pipeline(s) and Appurtenances, by and between THE PAYDAY CONDOMINIUM ASSOCIATION, A UTAH NONPROFIT CORPORATION, grantor, and SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, A LOCAL DISTRICT OF THE STATE OF UTAH, grantee, recorded OCTOBER 27, 2014, as Entry No. 1005780, in Book 2263, on Page 459, for the purpose of constructing, operating and maintaining one or more underground pipelines and appurtenances in the easement granted herein for the collection and transportation of wastewater as permitted by the District in the exclusive discretion of the District, over, across, through and under the premises.
18. Subject to the rights of the public to use Three Kings Drive as shown by that certain Dedication Plat of Three Kings Drive and Crescent Road, recorded MAY 30, 1972, as Entry No. 116010, in the Summit County Recorder's Office.
19. Conditions, Restrictions, Easements, and Notes as shown on the recorded plat.
20. Excepting therefrom all minerals and ores situated in, upon or under the above described tract of land, together with all rights in connection with or relative to the mining, removal or sale of the same (but not including the right to enter upon the surface of the premises).
21. Amended and Restated Declaration of Covenants, Conditions and Restrictions for PAYDAY CONDOMINIUMS, but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

permitted by applicable law, recorded JUNE 8, 2016, as Entry No. [1047138](#), in Book 2356, Page 837, SUMMIT County Recorder's Office.

22. Said property is located within the Park City Neighborhood Development Plan as set forth in Ordinance 82-3, recorded February 16, 1982, as Entry No. 188603, in Book 212, at Page 148, and Redevelopment Area as disclosed on plat recorded April 15, 1983, as Entry No. 204659, Summit County Recorder's Office.

Amendment to Park City Neighborhood Development Plan, recorded November 2, 1990, as Entry No. 332260, in Book 585, at Page 147, Summit County Recorder's Office.

Notice of Adoption of Amendment to Redevelopment Project Area Plan, recorded JANUARY 9, 2013, as Entry No. 961170, in Book 2165, at Page 1200, SUMMIT County Recorder's Office.

23. Said property is located within the boundaries of the Snyderville Basin Water Reclamation District and is subject to charges and assessments levied thereunder.
24. A Resolution dated October 8, 1986, wherein the Board of Commissioners of Summit County, Utah did adopt a resolution to create Park City Snyderville Recreation Service District. Said resolution recorded October 14, 1986, as Entry No. 259244, in Book 402, at Page 614, Summit County Recorder's Office.
25. Said property is located within the boundaries of THE SUMMIT COUNTY LEVY, PARK CITY, PARK CITY SCHOOL DISTRICT, WEBER BASIN WATER CONSERVANCY DISTRICT, PARK CITY FIRE SERVICE DISTRICT, PARK CITY FIRE PROTECTION DISTRICT and is subject to charges and assessments levied thereunder.

NOTE: THE FOLLOWING NAMES HAVE BEEN CHECKED FOR JUDGMENTS:

Payday Condominium Association

NO UNSATISFIED JUDGMENTS HAVE BEEN FILED IN THE PAST EIGHT YEARS.

End of Exceptions

I, ROBERT B. JOHNS, A REGISTERED UTM
LAND SURVEYOR, HOLDING CERTIFICATE (NUMBER)
N 152, DO HEREBY CERTIFY THAT I HAVE SUR-
VEYED THE FOLLOWING DESCRIBED TRACT OF
LAND:

[illegible]

I FURTHER CERTIFY THAT THE ABOVE DESCRIPTION
DESCRIBES THE LAND SURFACE SPAN WHICH HAS
BEEN OR WILL BE CONSTRUCTED IN ACCORDANCE
WITH THE AGREEMENTS WITH THE STAN OWNERS
MINIMUM OWNERSHIP ACT. I FURTHER CERTIFY
THAT THE ABOVE INFORMATION IS TRUE AND
THAT PLAT HEREIN IS A TRUE AND CORRECT
REPRODUCTION OF THE SAME AND IS TRUE AND
CORRECT AND ARE BE WILL BE SUFFICIENT TO EASILY
RETRACT OR RE-ESTABLISH THIS SURVEY.

MAY 23, 1972
DATED
SALT LAKE COUNTY, UTAH

Robert B. Jones
ROBERT B. JONES
UTAH REGISTERED LAND SURVEYOR
CERTIFICATE (LICENSE) N° 1555

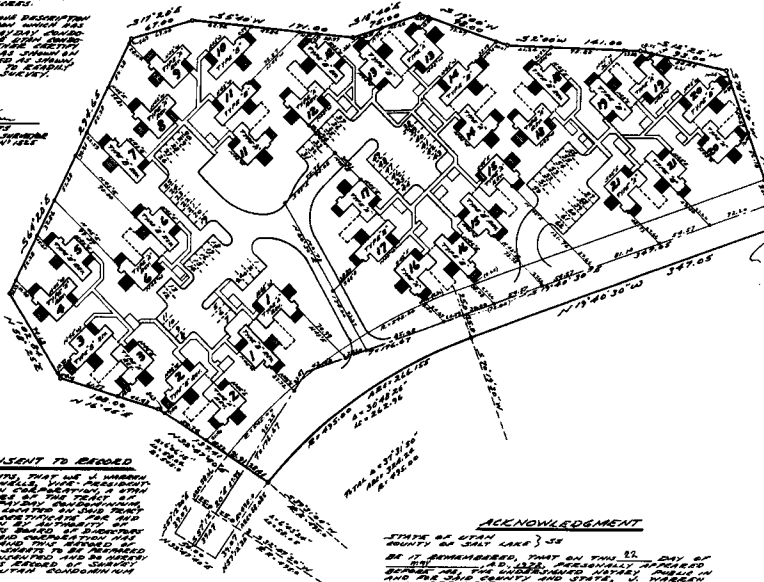
NOTE: ALL DISTANCES SHOWN FROM BUILDINGS TO PROPERTY LINES ARE EITHER PERPENDICULAR TO THE PROPERTY LINES OR ON THE BEARING OF THE BUILDING EXTENDED TO THE PROPERTY LINE.
NOTE: ALL BUILDING TIRES ARE 45' BEARING.

I, ROBERT B. JONES, DO HEREBY
CERTIFY THAT THE BUILDING FOUNDATIONS
AND FRAMEWORK ARE IN OR UNDER
CONSTRUCTION AS SHOWN.

May 23, 1972 *Robert B. Jones*
DATE ROBERT B. JONES
SUSPECT

SE CORNER
SECTION 8
T.2S, R.4E
S.4. B.4M.

Scale 1" = 50'

[illegible]

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR
HANDS THIS 22 DAY OF MAY, A.D., 1972.

TREASURE MOUNTAIN CORPORATION
(A UTAH CORPORATION)

James H. King Robert W. Walls
J. WARREN KING ROBERT W. WALLS
PRESIDENT VICE-PRESIDENT - TREASURER

[illegible]

NOTARY PUBLIC
RESIDING IN SALT LAKE COUNTY, UTAH

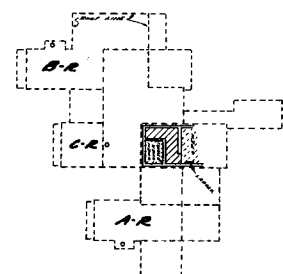
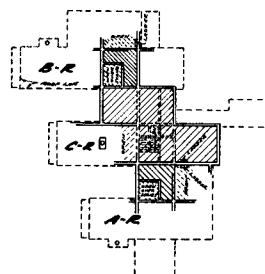
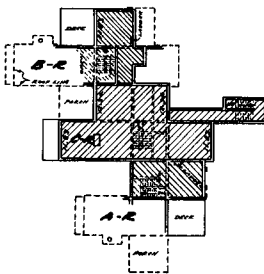
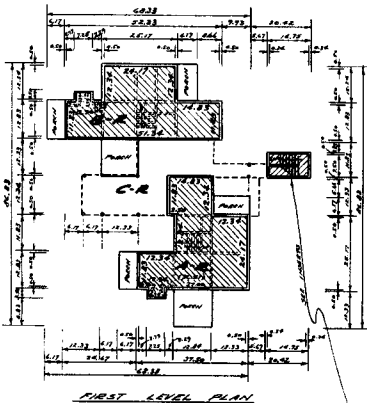
PREPARED BY
BURN & GUNDELL, INC.,
ENGINEERS & SURVEYORS
555 SOUTH 300 EAST ST.
SALT LAKE CITY, UTAH
364-7775 84N1
AL-000000-000

SHEET
1
OF
5

RECORDED N° 116807
STATE OF UTAH, COUNTY OF SUMMIT, KENNEDY
AND FILED WITH REQUEST
TREASURY MANAGER COFF
DATE MAY 10, 1914 TIME 3:41 PM BOOK - 1005
1630 STAND & JAMES

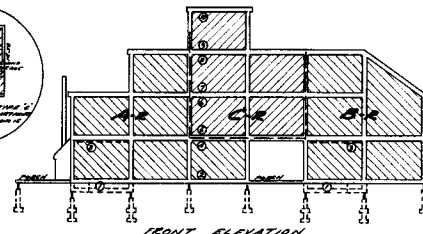
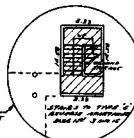
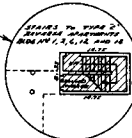
1942

279



**TEI-FLEX BUILDING TYPE 'A-R', 'B-R', 'C-R' (REVERSE)
BUILDINGS NO. 1, 2, 3, 6, 12, 15 & 18**

- NOTES OR REMARKS**
- 1- ALL INTERIOR DIMENSIONS ARE TO THE INSIDE FINISH SURFACES.
 - 2- ALL EXTERIOR DIMENSIONS ARE TO THE OUTSIDE FINISH SURFACES.
 - 3- ALL AREAS NOT SHOWN ON THIS SHEET ARE TO BE DETERMINED BY THE ARCHITECT.



SECTION	TEI-FLEX BUILDING (TYPE 'A-R', TYPE 'B-R', TYPE 'C-R' (REVERSE))	TEI-FLEX BUILDING (TYPE 'A-R', TYPE 'B-R', TYPE 'C-R' (REVERSE))	TEI-FLEX BUILDING (TYPE 'A-R', TYPE 'B-R', TYPE 'C-R' (REVERSE))	TEI-FLEX BUILDING (TYPE 'A-R', TYPE 'B-R', TYPE 'C-R' (REVERSE))	TEI-FLEX BUILDING (TYPE 'A-R', TYPE 'B-R', TYPE 'C-R' (REVERSE))	TEI-FLEX BUILDING (TYPE 'A-R', TYPE 'B-R', TYPE 'C-R' (REVERSE))
1. FLOOR	---	---	---	---	---	---
2. FLOOR	6831.00	6829.00	6826.00	6823.00	6820.00	6817.00
3. FLOOR	6838.00	6836.00	6833.00	6830.00	6827.00	6824.00
4. FLOOR	6845.00	6843.00	6840.00	6837.00	6834.00	6831.00
5. FLOOR	6852.00	6850.00	6847.00	6844.00	6841.00	6838.00
6. FLOOR	6859.00	6857.00	6854.00	6851.00	6848.00	6845.00
7. FLOOR	6866.00	6864.00	6861.00	6858.00	6855.00	6852.00
8. FLOOR	6873.00	6871.00	6868.00	6865.00	6862.00	6859.00
9. FLOOR	6880.00	6878.00	6875.00	6872.00	6869.00	6866.00
10. FLOOR	6887.00	6885.00	6882.00	6879.00	6876.00	6873.00

I CERTIFY THAT THE BUILDING SPECIFICATIONS OF THE TEI-FLEX BUILDING, TYPE 'A-R', 'B-R', 'C-R' (REVERSE) BUILDING NO. 1, 2, 3, 6, 12, 15 & 18, ARE AS SHOWN ON THE DRAWINGS AND THAT THE BUILDING WILL BE CONSTRUCTED IN ACCORDANCE WITH THE BUILDING SPECIFICATIONS OF THE TEI-FLEX BUILDING, TYPE 'A-R', 'B-R', 'C-R' (REVERSE) BUILDING NO. 1, 2, 3, 6, 12, 15 & 18.

WILLIAM A. JONES
REGISTERED ARCHITECT
STATE OF TEXAS
NO. 12345
DATE: MAY 15, 1972

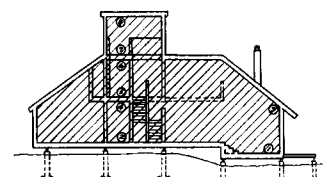
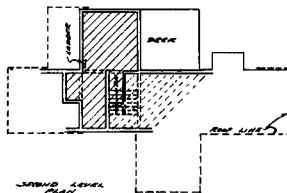
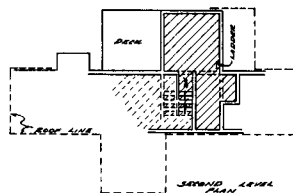
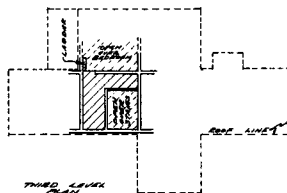
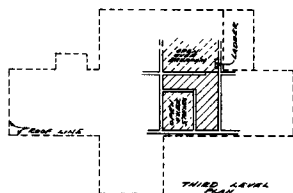
SEE THESE TWO ELEVATIONS FOR THE BUILDING.

EXHIBIT "A"
RECORD OF SURVEY MAP OF
PAYDAY CONDOMINIUM
"EACH CONDOMINIUM UNIT"
LOCATED IN THE SE 1/4 OF
SECTION 8
TOWNSHIP 3 NORTH RANGE 4 EAST
COUNTY 10 WEST TEXAS

RECORDED AT 11:55 AM
STATE OF TEXAS COUNTY OF JUNTIA, RECORDED
AND FILED AT THE REQUEST OF:
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FOR: _____ JUNTIA COUNTY REVENUE

APPROVED BY:
JOHN J. CORRELL, INC.
ARCHITECTS & ENGINEERS
1515 SOUTH STREET, SUITE 100
DALLAS, TEXAS 75201
DATE: MAY 15, 1972

SHEET
2
OF
SHEETS



FRONT ELEVATION

SEE TABLE FOR ELEVATIONS
NOTED BY NUMBERS FOR EACH
BUILDING

SECTION	TYPE "B"	TYPE "B" REVERSE
FOUNDATION BUILDING NO. 517	FOUNDATION BUILDING NO. 10	FOUNDATION BUILDING NO. 10
1 FLOOR	6822.00	6822.00
2 FLOOR	6824.00	6824.00
3 FLOOR	6831.30	6831.30
4 FLOOR	6832.00	6832.00
5 FLOOR	6832.00	6832.00
6 FLOOR	6841.00	6841.00
7 FLOOR	6842.00	6842.00
8 CEILING	6850.00	6850.00

I CERTIFY THAT THE BUILDING SPECIFICATIONS OF OF TYPE "B"
AND TYPE "B" REVERSE CONFORM TO THE BUILDING CODES AND ALL (WITH
OUT EXCEPTION) THEREIN, AND THAT THE BUILDING SHALL BE A PRIVATE
CONDOMINIUM, A TYPE CONDOMINIUM PROJECT AND OR WILL
BE AS SHOWN ON THIS PLAN.

APPROVED BY
DATE

RECORDED BY
DATE

- NOTES OR REMARKS
1. ALL INTERIOR DIMENSIONS ARE TO FINISHED SURFACES
 2. ALL EXTERIOR DIMENSIONS ARE TO FINISHED SURFACES
 3. ALL AREAS NOT SHOWN ON THIS SHEET TO BE FINISHED SURFACES

EXHIBIT "A"
RECORD OF SURVEY MAP OF
**PAYDAY
CONDOMINIUM**
"A" TYPE CONDOMINIUM PROJECT

LOCATED IN THE 38 1/4 OF
TOWNSHIP 2, RANGE 4, EAST
- 1ST 1/4 SEC 1, T2N, R4E, S1E

APPROVED BY
BUSH & BUSH, INC.
ENGINEERS & SURVEYORS
215 SOUTH 4TH ST.
SIOUX FALLS, S.D. 57101
616-2326

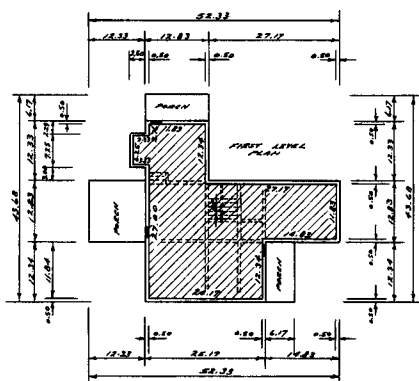
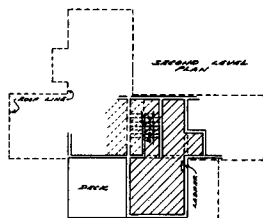
SHEET
3
OF
5
SHEETS

RECORDED IN 11887
STATE OF SOUTH DAKOTA, SIOUX COUNTY, SIOUX FALLS, S.D.
DATE _____ TIME _____ BOOK _____ PAGE _____
PER - B SUMMIT COUNTY RECORDS

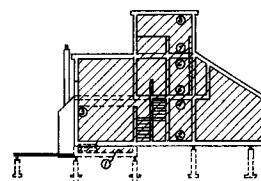
TYPE "B" (REVERSE)
BUILDING NO. 517

TYPE "B"
BUILDING NO. 10

4-27-72 E.B.D.



TYPE "A" (REVERSE)
BUILDINGS NO. 4, 8 & 9



FRONT ELEVATION
SEE TABLE FOR ELEVATIONS
NOTED BY NUMBERS FOR EACH
BUILDING.

R	LOCATION OF INVESTMENT	TYPE "A" (REVERSED)		
		BUILDING #1	BUILDING #2	BUILDING #3
1	FLOOR	6824.00	6822.00	6822.00
2	DEPART FLOOR	6826.00	6824.00	6824.00
3	CEILING	6833.90	6831.90	6831.90
4	DRILLING	6834.00	6832.00	6832.00
5	FLOOR	6835.00	6833.00	6833.00
6	RAILING	6843.00	6841.00	6841.00
7	FLOOR	6844.00	6842.00	6842.00
8	DRILLING	6852.00	6850.00	6850.00

I CERTIFY THAT THE BUILDING SPECIFICATIONS OF TYPE "A" (REVERSE) CONSISTING OF BUILDINGS 2 & 3 (WITH ONE APARTMENT EACH) (1 POSSIBLE RENTAL UNIT EACH) AND 4 (TWO RENTAL UNITS) OF A UTAN CONDOMINIUM PROJECT ARE BE WILL BE AS SHOWN ON THIS PLAN.

May 22, 1972 Robert S. Jones
 SWS ROBERT S. JONES
 REGISTERED UTAN AND JURISPR
 UTAN CERTIFICATE (NOMINEE) N133

- NOTES OR REMARKS
1. ALL INTERIOR DIMENSIONS ARE TO FINISHED SURFACES
 2. ALL CROSS-HATCHED AREAS ON THIS SHEET TO BE PRIVATE OWNERSHIP.
 3. ALL AREAS NOT CROSS HATCHED ON THIS SHEET TO BE COMMON OWNERSHIP.

EXHIBIT "A"
RECORD OF SURVEY MAP OF
PAYDAY
CONDOMINIUM
"AUTAN CONDOMINIUM PROJECT"

LOCATED IN THE SE 1/4 OF
SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN

RECORDED N^o 146907

DATE _____ TIME _____ BOOK _____ PAGE _____
 REC - 5 SUMMIT COUNTY RECORDER

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you - request insurance-related services - provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Coalition Title Agency DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Coalition Title Agency, and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Coalition Title Agency, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Coalition Title Agency notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Coalition Title Agency protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Coalition Title Agency collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Coalition Title Agency, 2200 Park Avenue, Suite C-100, Park City, UT 84060

Planning Commission Staff Report



Subject: Park City Mountain Base Area Development
Project #: PL-20-04475
Authors: Alexandra Ananth – Senior Planner
Gretchen Milliken – Planning Director
Date: May 12, 2021
Type of Item: Work Session and Public Hearing – MPD Modification

Summary Recommendation

Staff recommends the Planning Commission conduct a work session, with a focus on the applicant's requested exceptions to the number of required Off Street Parking spaces, in accordance with the [MPD](#), and applicable LMC and [General Plan](#) criteria. The Planning Department has prepared questions for discussion purposes. A public hearing related to Off Street Parking only, will follow the Work Session.

No action on the proposed [Park City Base Area Lot Redevelopment Master Plan Study](#) is expected until the Commission has completed its review of the entire project. The next Planning Commission meeting for this project is scheduled for May 19, 2021. Anticipated topics include a continuation of the discussion related to requests for Building Height and Setback exceptions.

Project Description

Applicant: PEG Development c/o Robert Schmidt
Location: PCMR Base Parking Lots including Parcels SA-402E, SA-402-A-1-A, SA-402-A-2, SA-253-B, SA-253-B-2-A, and SA-253-C
Zoning District: Recreation Commercial (RC)
Adjacent Land Uses: Park City Mountain Ski Resort, Resort Support, Hotel, Single Family and Multi-Unit Residential, Open Space
Reason for Review: MPD amendments require Planning Commission review and approval and a finding of compliance with the Park City General Plan and the Land Management Code

Acronyms

Average Vehicle Occupancy (AVO)	Level of Service (LOS)
Bus Rapid Transit (BRT)	Master Planned Development (MPD)
Comfortable Carrying Capacity (CCC)	Park City Mountain Resort (PCMR)
Condition of Approval (COA)	Park City Mountain (PCM)
Conditional Use Permits (CUP)	Parking management Plan (PMP)
Development Agreement (DA)	Recreation Commercial (RC)
Land Management Code (LMC)	
Recreational Open Space (ROS)	Return on Community (ROC)
Traffic Impact Study (TIS)	

Transportation Network Companies
(TNCs)
Transportation Demand Mng't. Plan
(TDM)

Trip Reduction Plan (TRP)
Utah Department of Transportation
(UDOT)
VR CPC Holdings, Inc. (VRCPC)

Terms that are capitalized as proper nouns throughout this staff report are defined in [LMC § 15-15-1](#).

Background Information

The Planning Commission held public hearings on this application on:

- [August 26, 2020](#)
- [September 23, 2020](#)
- [October 28, 2020](#)
- [November 18, 2020](#)
- [December 16, 2020](#)
- [January 20, 2021](#)
- [March 24, 2021](#)
- April 21, 2021

Staff recommends the Planning Commission consider requested exceptions to the number of Off-Street Parking stalls required and consider staff questions and applicable preliminary findings of facts related to Off Street Parking requirements. This will provide the Commission an opportunity to give the applicant and Planning Department input on the requested exceptions so staff may return with formally proposed Findings of Fact, Conclusions and Conditions of Approval as appropriate.

Questions for Planning Commission's consideration include what degree of specificity is required now to justify the requested parking reduction, and what parameters may be addressed at subsequent CUP application or Conditions of Approval.

Analysis

Parking at the base area

This section of the Staff Report is a repeat of the April Staff Report's section on Parking at the base area, as the Planning Commission did not have time to discuss Off Street Parking at the last Work Session.

The applicant is seeking exceptions to the number of Off Street Parking spaces provided, as required in [LMC Section 15-6-5\(E\)](#).

[LMC Section 15-6-5\(E\)](#). The number of Off-Street Parking Spaces in each Master Planned Development shall not be less than the requirements of the Land Management Code, except that the Planning Commission may increase or decrease the required number of Off-Street Parking Spaces based upon a Parking analysis submitted by the Applicant at the time of Master Planned Development submittal. The Parking analysis shall contain, at a minimum, the following information:

- a. The proposed number of vehicles required by the occupants of the project based upon the proposed Use and occupancy.
- b. A Parking comparison of projects of similar size with similar occupancy type to verify the demand for occupancy Parking.
- c. Parking needs for non-dwelling Uses, including traffic attracted to Commercial Uses from Off-Site.
- d. An analysis of time periods of Use for each of the Uses in the project and opportunities for shared parking by different Uses. This shall be considered only when there is Guarantee by Use covenant and deed restriction.
- e. A plan to discourage the Use of motorized vehicles and encourage other forms of transportation.
- f. Provisions for overflow Parking during peak periods.
- g. An evaluation of potential adverse impacts of the proposed Parking reduction and Density increase, if any, upon the surrounding neighborhood and conditions of approval to mitigate such impacts.

The Planning Department shall review the Parking analysis and provide a recommendation to the Commission. The Commission shall make a finding during review of the Master Planned Development as to whether the Parking analysis supports a determination to increase or decrease the required number of Parking Spaces.

Related to parking, the applicant submitted the following:

1. A Resort Parking Study by Hales Engineering dated February 11, 2021 (Exhibit A).
2. A Draft TDM dated February 10, 2021 (Exhibit B).
3. A Draft Parking Management Plan (PMP) dated February 10, 2021 (Exhibit C).
4. Existing and Proposed Parking Condition Analysis from SE Group dated September 23, 2020 (Exhibit D).

Commercial and Residential Parking

[LMC § 15-3-6](#), specifies parking rates for various land use types. Hales Engineering (Exhibit A) notes that the LMC parking required for the proposed land uses is 2,223 parking stalls, including the 1,200 day-skier parking stalls. The applicant is proposing 1,721 parking stalls. Of these, 1,200 spaces are dedicated to day skiers. The remainder 521 parking spaces are reserved for residential (hotel and condo) and Resort Commercial patronage. Utilizing mixed-use parking reductions, Hales estimates the peak shared parking demand would be 1,583 stalls, less than the 1,721 parking stalls proposed, as Hales is assuming the day skier stalls are fully occupied.

Based on the applicant's calculations of required parking, the applicants are looking for a 502 parking stall exception for the residential and commercial parking requirements. The Planning Department notes that this is in addition to the 600 stalls required in the 1997 MPD approval, for a total parking stall exception of 1,102 stalls. Having day skier parking available in the evenings and overnight, available for other uses, will help mitigate parking demand at different times on the overall site. However, **a specific**

management plan which precludes exclusive use by one user/ownership group over general overlapping use will be important.

AECOM strongly recommends the applicant explore shared parking agreements with existing and proposed hotels and businesses to provide adequate parking at peak times. Valet parking will be required at the Hotel Building C.

According to Hales Engineering, the proposed parking exceptions are conservative and in line with what is experienced at the Canyons side of the Resort, where the applicant reports a 95% capture ratio for the Commercial uses from day skiers already parked on site. This appears to make sense as most of the patrons at the Canyon's commercial uses, restaurants and meeting spaces are typically there to ski or are already accommodated in condo or hotel parking.

Hales' parking analysis assumes one stall per affordable housing unit, one stall per hotel room, and one stall per condominium. AECOM performed a sensitivity analysis which demonstrates that although Building C is over parked for a few hours in the afternoon (which can be accommodated with valet parking), there is excess parking within the entire site overall, including during peak hours. AECOM estimates the site is close to 90% parked, which is functionally considered at capacity.

Staff believes a 90% parking occupancy rate is efficient and optimal for the site given its unique location and characteristics, if the hotel employs valet attendants and shared parking agreements are in place between all uses including day skier parking. Because Building B will be constructed and occupied first, ***AECOM recommends that the City require an updated parking analysis based on actual parking demand for the uses in Building B.***

The applicant is proposing to actively manage parking with real time, dynamic parking signs that guide patrons to open parking spaces within Parcels B and E, creating a more efficient search for parking availability. ***The Planning Department recommends that the applicant's signage be tied in with signage on I-80, US-40, the Ecker Hill Park and Ride, the future Quinn's Junction Park and Ride, and SR 224 and 248, and include the ability to message real time surrounding traffic conditions.*** In addition, the ability to message the pricing and availability of parking at the Resort before skiers leave their residences will be helpful in achieving the Resort's modal split and vehicle reductions goals.

The applicant's parking analysis notes that the proposed new buildings will be served by a shuttle service provided to move patrons around Park City, if scheduled in advance. ***This should be added to the applicant's TDM.***

The City recommends the applicant and Resort consider proactive parking strategies that prioritize the City's transportation goals, to further reduce congestion at the Resort. The applicant and Resort are familiar with off-site parking strategies as the Resort has been renting 450 parking stalls at Park City High School on weekends and holidays for

many years. The rate structure for paid parking can also be used to decrease peak hour trips.

AECOM and staff are no longer recommending a reduction in day skier parking at the Resort, but recommend managing parking to approximately 800 passenger vehicles in order to achieve the modal split and vehicle reduction goals. This can be done through pricing, and the excess spaces can be used during peak periods for additional drop-off and other uses as staff believes provided drop-off and pick-up space to be inadequate. As noted above, ***AECOM recommends that the City require an updated parking analysis based on actual parking demand for the uses in Building B, and that the applicant's PMP, TDM and actual parking and traffic be reviewed with the City on an annual basis to ensure benchmark goals are being met over time. This should be made a Condition of Approval if this project is approved.***

Parking Management Plan

The applicant submitted a high-level Draft PMP (Exhibit C), and states that they are willing to agree to a Condition of Approval providing they submit a more detailed PMP prior to occupancy of Building B. ***Staff recommends this be submitted with the CUP application for Building B, and that it be reviewed on an annual basis with the City, and revised, as necessary.***

Historically the Resort and the City have shared parking and parking mitigation (police details, barricades, additional transit, residential mitigation, transit/transp. flow etc.) for 10-12 yearly events, totaling approximately 40 days. The Draft PMP does not address how parking will be shared with the community on special event days except to say that parking for special events will be on an as-available basis and will be paid parking at the posted rate during the time of the event. ***Staff recommends consideration of this issue at the May 12, 2021 meeting.***

The Draft PMP discusses summertime parking and anticipated vehicles being able to offload bicycles at the drop off area between Parcels C and E prior to entering the garage. Tall vehicle parking is anticipated to be accommodated on Parcel E. ***The central loading dock has been moved from Building E to Building C, which the Planning Department has some concerns with, as this location may create pedestrian and vehicle conflicts.***

Transportation Demand Management Plan

The applicant submitted a high-level Draft TDM Plan (Exhibit B), and states that they are willing to agree to a Condition of Approval that they submit a more detailed TDM prior to occupancy of Building B. ***Staff recommends this be submitted with the CUP application for Building B and that it be reviewed on an annual basis with the City and revised, as necessary.*** The Draft TDM includes:

- A contracted transit manager.
- Paid parking.

- Integration of available parking with third-party apps and other electronic wayfinding.
- A coordination and communication plan with City staff to identify and communicate where people are to be directed to park when parking is limited.
- Ski lockers to mitigate carrying equipment on buses.
- Increased City bus transit to the Resort.
- Marketing efforts for park and ride facilities and bus rapid transit.

The TDM Plan provides limited information on how day skiers will be incentivized to carpool or take transit. A platform to help people find rides and provide incentives and rewards for people who do opt to carpool or take transit may help the applicant reach their 20% target for reduction in vehicle access. Additionally, knowing the parking rate and number of available parking spaces remaining before people leave for the Resort is an additional key piece of information to changing behavior patterns that may help the applicant reach their target vehicle trip reduction and modal split goals. ***These strategies and more can be added to the applicants TDM plan at the CUP process.***

As noted earlier, ***AECOM recommends that the City and applicant develop a target time frame for achieving the vehicle reduction and modal split goals, include specific key performance indicators for each travel market, and monitor and reviewed these metrics with the City on an annual basis, and require additional mitigation such as carpooling incentives or increased parking fees until the target goals are met.***

The applicant notes that approximately 200 Resort employees park on Lot E during non-peak ski days, and notes that as development progresses the Resort will establish new employee parking procedures that shifts employee parking to alternative locations, and that these locations may include the new Quinn's Junction Park and Ride and Richardson Flats lots.

The applicant is expecting that all employees will park off-site and arrive at the Resort through various means including PC-SLC Connect bus passes, carpooling, UTA van/shuttle groups, Park City Transit and Resort operated shuttles. The Planning Department recommends the applicant develop a detailed parking plan specific to employees that includes:

1. Resort employees.
2. Employees of existing base area businesses.
3. Employees of the proposed project.

Staff recommends a Condition of Approval at Building B's CUP application that the applicant submit additional information identifying sufficient off site employee parking and sufficient shuttle capacity so that existing Resort and base area business employees are retained, and the City is assured that surrounding neighborhood streets and residents will not be negatively impacted.

Questions for the Planning Commission include what degree of specificity is required now to justify the requested parking reduction, and what parameters may be addressed at subsequent CUP application or conditions of approval. In addition, clarity and memorization of the Resort's employee parking efforts remains vital.

Day Skier Parking

The TDM discusses increasing the Average Vehicle Occupancy (AVO) to a goal of 2.3 - 2.7 skiers per vehicle, with peak days seeing an increase to 3.1 skiers per vehicle through the implementation of paid parking, coupled with dynamic parking management and broadcast technology. The applicant uses data from SE Group (Exhibit D) to show that by increasing the AVO the Resort will move from a deficit of 347 parking stalls to a surplus of 126 stalls on a typical ski day. This analysis appears to show that the resort is expected to have sufficient parking on most days under a paid parking model.

The City is supportive of paid parking as one way to decrease the number of passenger vehicles headed to and from the resort, if coupled with a robust transit system and TDM monitoring program. With plans being finalized for the Quinn's Junction Park and Ride, shoulder running bus lanes, bus only lanes at the Resort, and a new transit station at the base area, conditions appear to be favorable for a significant mode shift to public transportation. However, ***the City's bus service has historically been supplemented by the Resort on peak days, and the applicant and Resort will be expected to continue to work with Park City Municipal on transportation from satellite lots, especially for base area employees.*** Staff recommends this be added as a Condition of Approval of the MPD, particularly with respect to employee parking.

2020 Park City Mountain Base Area Parking Analysis
Existing Conditions

		Notes
Total CCC for Park City side of PCM	12,570	Based on CCC calculation of existing conditions by SE Group
- Accessing from Town and Silver Star Lifts	1,325	950 from Town Lift and 375 from Silver Star
- Guests within walking distance	4,310	3,249 from lodging in 1996, 437 from Marriott Mountainside, 624 from nightly rental homes
- Transit/Drop-off	2,449	1800 from transit/398 from hotel shuttles/251 from drop-off/ride-share
Total skiers remaining (require parking)	4,486	
Average Vehicle Occupancy	2.3	2.3 season average, 2.7 many days, 1.9 AVO on average days, 3.1 AVO on peak days
Total Parking Spaces Required	1,950	
- Total Existing Parking Spaces	1,603	1,212 surface (depending on snow), 297 resort center, 75 Sweetwater, 17 Mountainside/Legacy
Total Parking Space Surplus/Deficit	(347)	

Notes:

Town lift numbers are from actual scan data, and represents a decrease from 1996.

Additional skiers from Silverstar are from morning lift counts.

Nightly rental of private homes is 260 - that is the number of listed rental homes within a quarter mile of the base area that are NOT included in the accommodations number. Assumed 4 guests per unit and 60% occupancy/skier rate.

2019 transit numbers are based on number of busses arriving at the PCM base area with a two-hour arrival period.

Shuttle numbers are actual counts - number shuttles between 8:30 and 11:00, with AVO rates - averaged among days counted

Drop-off/Rideshare is an assumed number - no actual counts have been done.

2020 Park City Mountain Base Area Parking Analysis
Upgrade Plan

		Notes
Total CCC for Park City side of PCM	13,440	Based on CCC calculation of existing conditions by SE Group
- Accessing from Town and Silver Star Lifts	1,881	1,478 (upgrade to detach) from Town Lift and 403 from Silver Star
- Guests within walking distance	5,020	3,249 from lodging in 1996, 437 from Marriott Mountainside, 624 from nightly rental homes, 710 new
- Transit/Drop-off	2,588	1800 from transit/398 from hotel shuttles/267 from drop-off/ride-share, plus assumed 5% increase (40 cars)
Total skiers remaining (require parking)	3,951	
Average Vehicle Occupancy	2.7	2.7 season average goal, 1.9 AVO on average days, 3.1 AVO on peak days (paid parking tool to increase AVO)
Total Parking Spaces Required	1,463	
- Total Proposed Parking Spaces	1,589	1,200 surface, 297 resort center, 75 Sweetwater, 17 Mountainside/Legacy
Total Parking Space Surplus/Deficit	126	

Notes:

Town lift numbers are from actual scan data, and represents a decrease from 1996.

Additional skiers from Silverstar are from morning lift counts.

Nightly rental of private homes is 260 - that is the number of listed rental homes within a quarter mile of the base area that are NOT included in the accommodations number. Assumed 4 guests per unit and 60% occupancy/skier rate.

2019 transit numbers are based on number of busses arriving at the PCM base area with a two-hour arrival period.

Shuttle numbers are actual counts - number shuttles between 8:30 and 11:00, with AVO rates - averaged among days counted

Drop-off/Rideshare is an assumed number - no actual counts have been done.

AECOM and staff agree that the applicant's analysis appears to show that the institution of paid parking at the base area shows that the resort is expected to have sufficient parking on most days and therefore does not require the 600 stalls required in the 1997 MPD approval, as ***the Resort no longer anticipates reaching the CCC projected in the 1998 [Mountain Upgrade Plan](#)***. However, staff's preliminary determination in this regard is dependent upon rigorous management and implementation plans as noted earlier.

AECOM recommends managing parking to approximately 800 passenger vehicles in order to achieve the modified mode split and vehicle reduction goals. ***Staff also recommend the applicant consider expanding the parking facility at Richardson Flats to accommodate construction and base area employee parking, which can also be used to meet peak day overflow parking demand as necessary, particularly if the School Department declines to renew the lease at the High School at some point in the future. The applicant and Resort can provide shuttle capacity from this lot to the Resort as required.***

Facts Related to Off Street Parking

1. MPDs are required to provide the LMC required number of Off-Street Parking spaces.
2. The Planning Commission may decrease the required number of Off-Street Parking Spaces based upon a parking analysis submitted by the applicant.

Applicant's Proposal

1. Related to parking, the applicant submitted the following:
 - a. A Resort Parking Study by Hales Engineering dated February 11, 2021.
 - b. A Draft TDM dated February 10, 2021.
 - c. A Draft Parking Management Plan (PMP) dated February 10, 2021.
 - d. Existing and Proposed Parking Condition Analysis from SE Group dated September 23, 2020.
2. Hales Engineering calculates that the LMC requires 2,223 parking stalls for the proposed Uses including the replacement of 1,200 day-skier parking stalls.

3. The applicant is proposing at least 1,720 parking stalls for the base area. This equates to approximately a total parking reduction of approximately 23%.
4. Of the 1,720 stalls, 1,200 spaces are dedicated to day skier parking, and the remainder are reserved for residential (hotel and condo) and resort commercial patronage.
5. Utilizing mixed-use parking reductions, Hales Engineering estimates the peak shared parking demand would be 1,583 stalls, less than the 1,720 parking stalls proposed.
6. The applicant has identified a 20% vehicle reduction goal and modified modal shift goals for the Resort that are necessary to improve circulation and congestion at the base area to acceptable levels.
7. The applicant agrees to a Condition of Approval that they work with the City on proactive parking and transportation strategies to achieve the target goals over a five-year period beginning with the occupancy of the parking structure on Parcel B. This includes at least two meetings per year to discuss parking and transportation strategies, as well as to review actual parking demand.
8. The applicant agrees to a Condition of Approval that they submit updated Parking Analysis', Parking Management Plans (PMPs) and Transportation Demand Management Plans (TDMs) with the CUP applications for each Parcel. The Parking Analysis shall include the actual parking demand for the site on a Parcel-by-Parcel basis as the site is developed. The PMP shall include information on how day skiers will be incentivized to carpool or take transit. The TDM shall include detailed information on employee parking and shuttle arrangements.
9. The City, applicant and Resort will develop specific key performance indicators for each travel market, and monitor and review these metrics with the City on at least an annual basis, and the City will require additional mitigation such as carpooling incentives, increased parking fees, transit contributions or restrictions on ticket sales until the target goals are met.

The Planning Commission Should Discuss the Following:

- 1. Does the Planning Commission find the Parking analysis supports a determination to decrease the required number of Parking Spaces?***

Notice

On May 13, 2020, notice of the May 27, 2020, Work Session was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and in the Park Record on May 13, 2020. A second mailing was sent to property owners within 300 feet of the base area on January 6, 2021.

Notice for this public hearing was published on the Utah Public Notice Website and Park Record on April 28, 2021.

Exhibits

- Exhibit A – Parking Study by Hales Engineering dated February 11, 2021
- Exhibit B – Draft TDM dated February 10, 2021
- Exhibit C – Draft Parking Management Plan (PMP), dated February 10, 2021

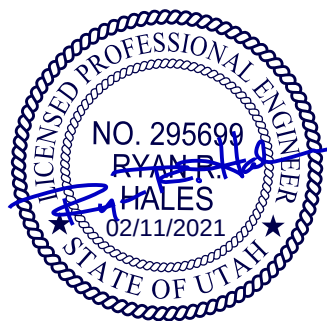
Exhibit D – Existing and Proposed Parking Condition Analysis from SE Group dated September 23, 2020

MEMORANDUM

Date: February 11, 2021

To: Park City

From: Hales Engineering



Subject: Park City Mountain Resort Parking Study

UT19-1481

This memorandum discusses the parking study completed for the proposed Park City Mountain Resort development located in Park City, Utah. The study identifies the Park City parking requirements and considers shared parking between land uses. The proposed Park City Mountain Resort development is located on four parcels adjacent to the existing Park City Mountain Resort, as shown in Figure 1.



Figure 1: Site vicinity map of the project in Park City, Utah

Park City Parking Code

The Park City code specifies parking rates for various land use types in Section 15-3-6. The City parking rates for land uses within the proposed area of the resort are summarized in Table 1.

Table 1: Park City Parking Rates

Land Use	Parking Rate
Hotel	1 space per room plus 5 spaces per 1,000 sf of separately leasable commercial space
Condominium	<1,000 sf: 1 space per dwelling unit 1,000 – 2,000 sf: 1.5 spaces per dwelling unit >2,000 sf: 2 spaces per dwelling unit
Retail & Service Commercial, Minor	3 spaces per 1,000 sf of net leasable space
Retail & Service Commercial, Major	5 spaces per 1,000 sf of net leasable space
Multi-tenant commercial complex	3.5 spaces per 1,000 sf of leasable floor area
Meetings space	5 spaces per 1,000 square feet
Restaurant, standard and bar	10 spaces per 1,000 square feet net leasable area

Being programmed within the project are 1,200 parking spaces for day skier use, separate from the existing 300 day skier stalls provided by Vail. Based on initial calculations of the parking needed for the proposed land uses, the City would normally require 2,223 parking spaces, including the day skier parking. A detailed table outlining required parking is provided in Appendix A.

Nearby Resort Experience

Recently, Hales Engineering collected data at a nearby ski resort and identified how people arrive to a resort. The following data is an average of 9 separate locations counted within the studied resort area and identifies:

- 57% drove a vehicle to the resort
- 18% rode in a shuttle
- 15% rode in an Uber / Lyft vehicle
- 9.4% rode in a black car or other transport vehicle
- 0.6% rode in transit, an individual location identified that 5% rode transit

Hales Engineering has also collected overnight parking demand data at a nearby ski resort. Based on a total of 34 data points collected over four peak nights between 2017 and 2019, it was found that the overnight demand was an average of 0.68 stalls per occupied unit and an 85th percentile of 0.99 stalls per occupied unit.

Time-of-day Shared Use

Many land uses are able to share parking due to offsetting peaks in parking demand. It is anticipated that this will be the case for Parcels B, C, D and E of the Park City Mountain Resort

project along with the day skier parking needs. Designing for the actual parking demand for a mixed-use project results in efficient use of parking spaces. The Institute of Transportation Engineers (ITE) provides percentages of parking demand throughout the day for many land uses in the *Parking Generation* (5th Edition, 2019) manual.

Hales Engineering made conservative estimates regarding the hourly parking demand of the meeting space land use, as these are not available from ITE. The day skier parking being programmed into the site, 1,200 stalls, will not be included within the share parking calculations to remain conservative, and will remain at a fixed level. Also, as discussed previously, a parking demand of 0.99 stall per occupied unit is anticipated based on 34 data points. Therefore, a parking demand rate of 1.0 stall per occupied unit was assumed for most residential and hotel units. A percent occupied rate of 85% was assumed for residential and hotel units, consistent with the traffic analyses. PEG development does not anticipate any parking demand for employees that live on site. Therefore, it was assumed that no stalls were needed for employee housing.

Hales Engineering identified a mixed use / time of day parking demand for each land use for every hour of the day to determine the actual parking demand for Parcels B, C, D, and E. Internal capture rates were estimated and matched with those presented in the traffic analyses. A summary of these calculations are provided in Appendix B and shown graphically in Figure 2.

As shown in Figure 2, it is anticipated that the peak parking demand when considering shared use and time-of-day needs will be approximately 1,583 parking vehicles at 9:00 pm. This includes fixed day skier parking stalls (reserved) in both Parcel B (760 stalls) and Parcel E (440 stalls) during each hour of the day. It is anticipated that at the peak parking demand hour (9:00 pm), an additional 138 stall surplus will still be available on-site (8%) at all times for the combined parking lot supply of 1,721 parking stalls.

Conclusions / Recommendations

Hales Engineering concludes the following:

- The proposed project is programming 1,200 day-skier parking stalls (current surface stalls on Parcels B, C, D and E) be provided somewhere on the site during and after construction of the project.
- Park City parking rates would require a parking supply of 2,223 stalls (including the programmed 1,200 stalls for the day-skiers).
- Hales Engineering completed a parking study at a near-by resort and has identified that actual parking rates per residential unit are lower than the projected ITE rates.
 - Utilizing mixed use reductions, time of day parking needs, and occupancy values, while fixing the day-skier parking (1,200 stalls) results in a peak shared parking demand of 1,583 vehicles.
 - The parking supply on-site will be 1,721 stalls; therefore, at peak demand (1,583 stalls) there will be an 8% surplus of stalls (138 stalls).

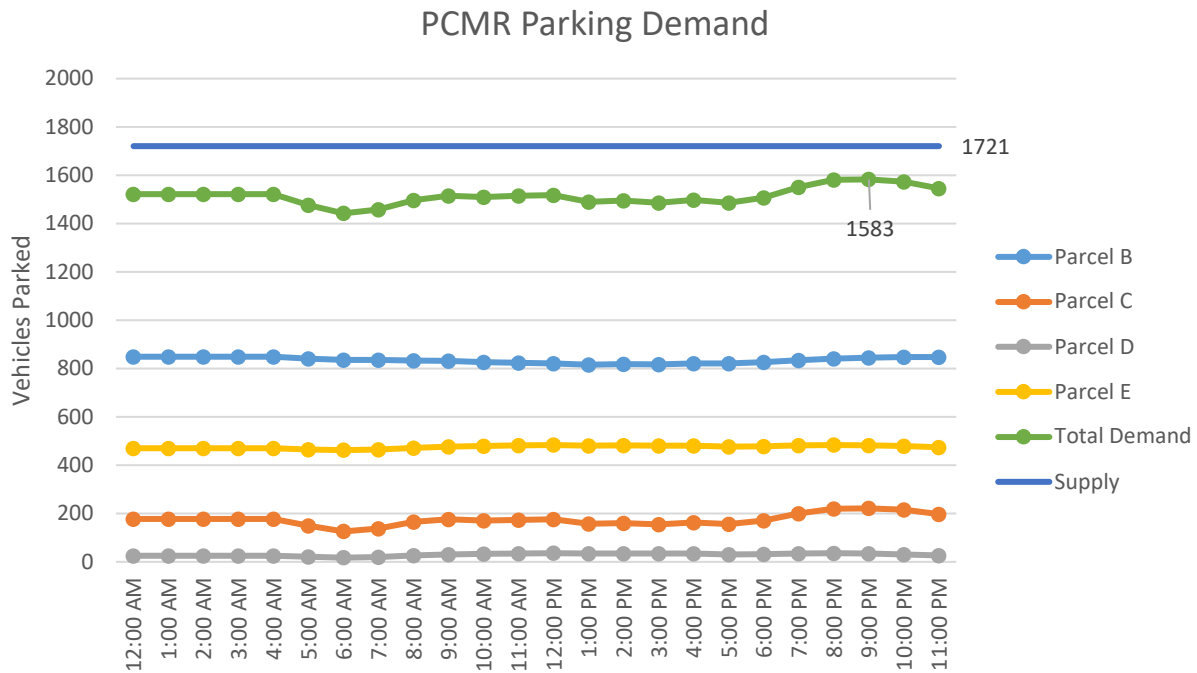


Figure 2: PCMR Parking Demand by Time of Day

- Dynamic parking signs will be placed in strategic locations within the resort and on the parking structures to guide patrons to open parking spaces within Parcels B, C, D and E, creating a more efficient hunt for parking availability.
- Parcels B, C, D, and E, will all have shuttle service provided to move patrons around Park City, if scheduled in advance.
- The Park City Mountain bus pull out area is being expanded with the proposed project from 3 to 7 spaces aligned in a more efficient layout to increase transit opportunities and potentially increase bus frequency, with landowner's cooperation.
 - Paid parking will be instituted into the proposed project, and it is anticipated that transit ridership will increase, and passenger vehicle occupancy will also increase.
- A day skier drop-off / pick-up area is being programmed into the site between Parcels C and E.
- The following potential measures could be implemented to encourage alternative modes of arrival to the resort:
 - Advertise remote day skier parking at Ecker Hill park and ride lot
 - Promote employee remote parking (see Vail's employee parking management plan), promote employee existing retail / base to ride transit from remote areas
 - Promote other remote lots including high school, etc.
 - Parking allocated to condo / hotel will be actively managed and surplus will be made available to general public / day skiers

- Ski lockers for day skiers and season rentals can be added which will promote bus ridership
- Preferred parking for carpoolers
- Encourage residential properties to provide patron discounts for Uber / Lyft / Black Car Service arrivals / departures
- Encourage through the booking process alternatives forms of arrival / departure other than rental vehicles

APPENDIX A

Required Parking (City Code)

PARKING REQUIREMENTS PER LMC 15-3																						
RESIDENTIAL PARKING REQ'S		MAX AREA	PARKING REQ'S	Rate	PARCEL B				PARCEL C					PARCEL E				PARCEL D			TOTAL	
				CONDOS	AFF Housing	EMP Housing	COMM	SUBTOTAL	GUESTROOMS	CONDOS	MEETING	RETAIL	COMM	SUBTOTAL	CONDO	SKICLUB	COMM	SUBTOTAL	CONDO	COMM	SUBTOTAL	
Hotel Room	650	1 per room	1					0	249					249				0			0	249
Apt/Condo<=1000 SQFT	1000	1 per DU	1	9	49	22		80		2				2	8			8	18		18	108
1000 SQFT < Apt/Condo <2000 SQFT	2000	1.5 per DU	1.5	32	8	7		71		9				14	34			51	16		24	160
Apt/Condo>=2000 SQFT	none	2 per DU	2	14	0	3		34		2				4				0			0	38
Total Residential Required				85	61	39		185	249	20				269				59			42	555
COMMERCIAL PARKING REQ'S																						
Accessory Resort Use Employees		1 per 400 sqft	2.5					0						0				0			0	0
Commerical Use		TBD																			0	0
Meeting Space		1 per 200 sqft	5					0			20000			100				0			0	100
Retail& Service Commerical, Minor		3 per 1000 sqft	3.00					0						0				0			0	0
Retail& Service Commerical, Major		5 per 1000 sqft	5					0					31500	158			22500	113		19300	97	368
Multi-tenant complex		3.5 per 1000 sqft	3.50					0						0				0			0	0
Restaurant, Standard and Bar		1 per 100 sqft	10					0						0				0			0	0
Total Commercial Required								0						258				113			97	468
DAY SKIER PARKING REQ'S																						
Day Skier Parking		1200					760	760						0			440	440			0	1200
TOTAL REQUIRED, EXCLUDING COMM								945						269				499			42	1755
TOTAL REQUIRED								945						527				612			139	2223
TOTAL PROVIDED								906						185				535			95	1721

APPENDIX B

Proposed Alternative Parking Calculations

PARKING REQUIREMENTS PER LMC 15-3																						
RESIDENTIAL PARKING REQ'S		MAX AREA	PARKING REQ'S	Rate	PARCEL B				PARCEL C					PARCEL E				PARCEL D			TOTAL	
				CONDOS	AFF Housing	EMP Housing	COMM	SUBTOTAL	GUESTROOMS	CONDOS	MEETING	RETAIL	COMM	SUBTOTAL	CONDO	SKICLUB	COMM	SUBTOTAL	CONDO	COMM	SUBTOTAL	
Hotel Room	650	1 per room	1					0	249					249				0			0	249
Apt/Condo<=1000 SQFT	1000	1 per DU	1	9	49	22		80		2				2	8			8	18		18	108
1000 SQFT < Apt/Condo <2000 SQFT	2000	1.5 per DU	1	32	8	7		47		9				9	34			34	16		16	106
Apt/Condo>=2000 SQFT	none	2 per DU	1	14	0	3		17		2				2				0			0	19
Total Residential Required					55	57	0	144	249	13				262	42			42	34		34	482
COMMERCIAL PARKING REQ'S																						
Accessory Resort Use Employees		1 per 400 sqft	2.5					0						0				0			0	0
Commerical Use		TBD																			0	0
Meeting Space		1 per 200 sqft	5					0			20000			100				0			0	100
Retail& Service Commerical, Minor		3 per 1000 sqft	3.00					0						0				0			0	0
Retail& Service Commerical, Major		5 per 1000 sqft	5					0					31500	158			22500	113		19300	97	368
Multi-tenant complex		3.5 per 1000 sqft	3.50					0						0				0			0	0
Restaurant, Standard and Bar		1 per 100 sqft	10					0						0				0			0	0
Total Commercial Required								0						258				113			97	468
DAY SKIER PARKING REQ'S																						
Day Skier Parking		1200					760	760						0			440	440			0	1200
TOTAL REQUIRED, EXCLUDING COMM								904						262				482			34	1682
TOTAL REQUIRED								904						520				595			131	2150
TOTAL PROVIDED								906						185				535			95	1721

Time	Parcel	Parcel B						Parcel C					Parcel D				Parcel E					All Parcels	
	Land Use	Condos	Afford. Housing	Employee Housing	Day Skier	TOTAL	SUPPLY / DELTA	Hotel Rooms	Meeting Space	Comm.	TOTAL	SUPPLY / DELTA	Condo	Comm.	TOTAL	SUPPLY / DELTA	Condo	Comm.	Day Skier	TOTAL	SUPPLY / DELTA	TOTAL	SUPPLY / DELTA
	Required Parking	55	57	0	760	872	906	249	100	158	507	185	34	97	131	95	42	113	440	595	535	2106	1721
	Internal Capture / Unoccupied	15%	15%	0%	0%			15%	80%	80%			15%	80%			15%	80%	0%				
	ITE Land Use #	330	221	N/A	N/A			330	Meeting	820			330	820			330	820	N/A				
12:00 AM		40	49	0	760	849	57	178	0	0	178	7	25	0	25	70	30	0	440	470	65	1522	199
1:00 AM		40	49	0	760	849	57	178	0	0	178	7	25	0	25	70	30	0	440	470	65	1522	199
2:00 AM		40	49	0	760	849	57	178	0	0	178	7	25	0	25	70	30	0	440	470	65	1522	199
3:00 AM		40	49	0	760	849	57	178	0	0	178	7	25	0	25	70	30	0	440	470	65	1522	199
4:00 AM		40	49	0	760	849	57	178	0	0	178	7	25	0	25	70	30	0	440	470	65	1522	199
5:00 AM		33	48	0	760	841	65	149	0	0	149	36	21	0	21	74	25	0	440	465	70	1476	245
6:00 AM		28	47	0	760	835	71	123	2	2	127	58	17	1	18	77	21	2	440	463	72	1443	278
7:00 AM		28	47	0	760	835	71	123	10	5	138	47	17	3	20	75	21	4	440	465	70	1458	263
8:00 AM		30	43	0	760	833	73	134	20	12	166	19	19	7	26	69	23	8	440	471	64	1496	225
9:00 AM		31	41	0	760	832	74	138	20	18	176	9	19	11	30	65	24	13	440	477	58	1515	206
10:00 AM		29	37	0	760	826	80	127	20	24	171	14	18	15	33	62	22	17	440	479	56	1509	212
11:00 AM		29	35	0	760	824	82	127	20	27	174	11	18	17	35	60	22	20	440	482	53	1515	206
12:00 PM		28	33	0	760	821	85	125	20	31	176	9	18	19	37	58	22	22	440	484	51	1518	203
1:00 PM		24	32	0	760	816	90	106	20	31	157	28	15	20	35	60	18	23	440	481	54	1489	232
2:00 PM		24	34	0	760	818	88	108	20	32	160	25	15	20	35	60	19	23	440	482	53	1495	226
3:00 PM		23	34	0	760	817	89	104	20	31	155	30	15	19	34	61	18	22	440	480	55	1486	235
4:00 PM		26	35	0	760	821	85	115	20	28	163	22	16	18	34	61	20	20	440	480	55	1498	223
5:00 PM		25	36	0	760	821	85	111	20	25	156	29	16	15	31	64	19	18	440	477	58	1485	236
6:00 PM		30	36	0	760	826	80	134	16	21	171	14	19	13	32	63	23	15	440	478	57	1507	214
7:00 PM		38	36	0	760	834	72	170	12	18	200	-15	24	11	35	60	29	13	440	482	53	1551	170
8:00 PM		44	37	0	760	841	65	199	8	13	220	-35	28	8	36	59	34	10	440	484	51	1581	140
9:00 PM		47	38	0	760	845	61	210	4	8	222	-37	29	5	34	61	36	6	440	482	53	1583	138
10:00 PM		47	40	0	760	847	59	212	0	4	216	-31	29	2	31	64	36	3	440	479	56	1573	148
11:00 PM		44	43	0	760	847	59	197	0	0	197	-12	27	0	27	68	34	0	440	474	61	1545	176

Because of where we are in the entitlement process and premature requests for transportation demand management detail, this Transportation Demand Management Plan is intended to provide a high-level programmatic overview of anticipated parking operations and not a detailed management plan. The Applicant can agree to a condition that requires a detailed Transit Demand Management Plan be submitted for administrative approval prior to the first building's Certificate of Occupancy.

Executive Summary

PEG Development is proposing a new Master Plan for the Base Area of Park City Mountain. As part of the new Master Plan, the existing 1,200 +/- surface stalls will be replaced with 1,200 structured parking stalls for the day skier. In addition, new retail, restaurant, hotel and condominiums will be built, along with the necessary parking for these uses. The current situation of parking, traffic, pedestrian and cycling, and transit modes will all be significantly upgraded to help meet Park City Municipal goals to reduce single-occupancy vehicles and lessen any burden on base-area parking. In conjunction with the actual physical improvements it is important to provide programmatic and operational guidelines to further manage the demand on these facilities and to optimize those modes of transportation that are beneficial to the community such as transit, pedestrian, and cycling modes while reducing single occupant vehicles driving to the base area.

A transit manager will be contracted to coordinate with parking operations to assess and grow programs that will promote carpooling and ridesharing programs and additional employee commuter incentive ideation. Regular employee communications will be an aligned and a consistent effort, and will be outlined in a detailed Transit Demand Management Plan.

Day Skier Transportation Demand Management

Parking Management

Current Average Vehicle Occupancy (AVO) for private vehicles arriving at the resort ranges from 1.9 to 2.3. After considerable input from Park City Municipal traffic and transit staff, it is the intent of this plan to increase the AVO to a range of 2.3-2.7, with peak days seeing an increase to 3.1. To accomplish this, PEG was encouraged to implement paid parking as the most meaningful parking management tool. PEG is further proposing tools to manage day-motorists with a dynamic parking monitoring program where the number of stalls available will be broadcast using technology, especially useful during peak periods, and including collaboration with parking apps that can provide real-time information before drivers get into their car that includes alternative transit options. The most current technology will also be able to direct drivers away from the resort when parking becomes limited or unavailable to satellite parking lots or alternative transit options. The technology may also be used to allow drivers to pay for their stall prior to arrival.

There are several commercially-available parking management systems. The intent would be to use one of these to manage the parking garages, specifically to manage the number of stalls available and then to transmit that information to variable message boards at

locations outlined in the formal application. These boards would then transmit that information, while also displaying transit options. An example of a very capable system can be found at <https://www.skidata.com/en-us/products-services/products-for-parking/>. Examples of systems in use that manage stalls available can be found at City Creek in Salt Lake City, and most major airports.

The parking manager, in conjunction with City traffic operations, will prepare a coordination and communications plan outlining how daily operations will proceed on peak days, including transportation from any skier lots satellite lots that are utilized. Processes for making decisions about which lot and when to direct drivers can be coordinated operationally with the City and Deer Valley Resort once the infrastructure is in place.

As previously stated, PEG has concurred that charging for parking is a very effective parking management tool. We currently believe that once operations start, the impact of the holistic parking management system in conjunction with new and enhanced transit solutions will mitigate traffic and transit concerns. We will commit to re-evaluating and adding additional incentives/restrictions in the detailed Transit Demand Management Plan.

Offsite Transportation Service

Historically, on select peak days, transportation has been provided to supplement City bus service from off-site parking locations. As operations of the redeveloped base area get under way, the parking manager will continue to work with Park City Municipal, and in collaboration with other stakeholders, on transportation from designated satellite lots and in alignment with the City's bus program, as well as the coordination of necessary communication to car travelers.

Encouraging Transit

One of the key objectives of this development and goals of the City is to increase the number of riders on existing and future transit (i.e. shifting vehicle trips to transit trips.) In conducting community outreach, the primary objections we heard from locals to using transit is that it wasn't convenient to carry skis on the bus. In order to help resolve this inconvenience PEG is proposing to install day skier lockers at the new base area. These lockers would be available for rent by the day for bus riders, season or year providing flexibility for all guests (locals and visitors alike).

PEG is also proposing upgrades to the current bus stop at the base area. There are currently several options for transit routes and solutions under consideration. This draft will be updated when a final solution has been selected by PEG and the City. It is the goal to increase the number of buses in the peak hour from 24-26 per hour to 35+per hour. It is also PEG's goal, within its current preferred option 2B, to provide dedicated bus lanes on Silver King and Lowell with 8 bus bays.

Marketing

With plans being finalized for the Quinn's Junction park and ride and a side running bus lane into town, it is anticipated that more skiers and employees from out of Park City will

be encouraged to utilize these facilities and shift to transit ridership. We will work with the City and all of our base area partners to ensure this information is incorporated in all employee and guest communications and marketing efforts, and this will be outlined in the detailed Transit Demand Management Plan..

Employee Transportation Demand Management

Current Park City Mountain Resort Programs

Park City Mountain has implemented and continues to implement various measures to ease traffic and provide employees alternate transit options to/from work. These options include:

- Providing PC-SLC Connect bus passes to employees at no cost. This accounted for 7,035 employee trips during the 2019/2020 winter season.
- Incentivizing carpooling through the RideOn Park City Platform as a piloted program and during the 2018/2019 winter season. Due to its success, Park City Mountain moved to the RideOn platform during the 2019/2020 season as a collaborative partnership between the resorts, CVMA, and Park City Municipal. Thirty percent of Park City Mountain employees participated in the RideOn program.
- Providing multiple UTA vans/shuttles to groups of employees departing from Salt Lake City and Heber at no cost to the employee. These vans accounted for an estimated 6,656 employee trips during the 2019/2020 winter season.
- Park City Mountain – in coordination with City transit and traffic - currently operates multiple shuttles and buses for employees and guests from off-site parking lots during peak days. These efforts will continue by the redeveloped base area's parking manager, as there will not be free employee parking provided within the new parking structures to ensure these spaces are available for guests. During non-peak periods, there are currently 200 employees that park in Lot E – this total is reduced during peak periods (weekends and holidays) as Park City Mountain shifts parking for approximately 100 employees to Munchkin (which is owned by Park City Mountain and in close proximity to the base area) or other remote lots. As development progresses at the base area, Park City Mountain will establish new employee parking procedures that shift employee parking to alternate locations, including Munchkin and other off-site locations during both peak and non-peak periods. These locations may include the new Quinn's Junction park and ride, the Richardson Lot located approximately 4 miles from the Park City Mountain base area, or to other locations yet to be identified. Although Park City Mountain or PEG do not currently have a lease or contract for use of the Richardson Lot, there is no reason to expect that sufficient spaces in the Richardson Lot would not be available if needed.

Existing Base Area Employees

The existing base area businesses employ approximately ?? people. As part of the new base area project, and similar to Park City Mountain employees, these employees will be encouraged to park at off-site locations versus paying to park at the base. Historically, these employees had the option to use off-site parking locations during peak periods and

have utilized the provided transit to/from these locations. PEG is leading an effort (in conjunction with the other stakeholders/users) to create and/or fund enhanced bus service or private shuttle programs to/from satellite lots(s) to meet the enhanced transit demands to accommodate the increased usage of off-site employee parking. Additionally, existing Base Area employers will be encouraged to support their employees as Park City Mountain does by participating in programs such as PC-SLC connect, UTA Van Pool, and the RideOn program as is best suited to their employees. Those employees who live within town, or near a Park City Transit stop will be encouraged to use this service to arrive at work.

Proposed Base Area Employees

The newly proposed base area businesses will employ approximately 530 people. The affordable housing proposal mitigates 20%, or 105 people resulting in 425 employees who will be commuting in some form to/from work. Those that drive will be directed to park at the new Quinn's Junction park and ride during weekdays in order to use the bus, at the Richardson Lot on weekends/holidays, or other off-site locations to be designated in the future. New Base Area employers will be encouraged to support their employees by participating in programs such as PC-SLC connect, UTA Van Pool, and the RideOn program as is best suited to their employees. Those employees who live within town, or near a Park City Transit stop will be encouraged to use this service to arrive at work.

The proposed hotel will have an employee breakroom which will include bathrooms and showers. Employee bike storage facilities can be accommodated within the hotel facilities to encourage hotel employees to ride their bikes to work, particularly during the warmer parts of the year. Enhanced pedestrian connectivity provided by the new base area plan will provide options for employees that may live close enough to the resort to walk to work. Bike racks will be available throughout the project. Additionally, PEG will seek to provide a Summit Bike Share station on the project.

The shift of employee parking to off-site locations (otherwise employees will be subject to base area parking fees) will require enhancements to both private and public transit systems to/from the base area. PEG will lead the coordination of this effort, as it will require multiple partners to participate in a final TDM plan, including cost-sharing, and anticipates needing transportation that accommodates the peak morning and afternoon commuting periods – these hours are assumed to be 6am – 10am and 3pm – 7pm. The off-peak period (10am – 3pm) will see reduce service from that of the peak period. The exact number of shuttles and/or trips will be coordinated with the various stakeholders and based on demand – this program will need to be monitored and adjusted to ensure needs are being met and that we continue to eliminate unnecessary vehicles and traffic in the base area – and will be further detailed in the final TDM plan. All ADA requirements will be adhered to.

Additionally, PEG intends to develop a robust information and communication plan that will be distributed to all stakeholders and employees, informing them of these off-site parking areas, shuttle availability and schedules, carpooling using RideOn, regional transit options, etc. As with any change there is always a ramp up period. Hotel employees may receive communication in a number of ways, including from supervisors, in company payroll processing websites (such as ADP).

Lodging Transportation Demand Management

The lodging industry has seen unprecedented changes in the way guests arrive, particularly for destinations like Park City, which falls within 45-60 minutes from a major airport. The advent of Uber, Lyft and other ride-sharing services has drastically reduced the need for a guest to rent a car from the airport and drive to the resort. While it is recognized that if a guest uses a ride share/Taxi/Black Car service they are still generating a trip, usually the driver will seek to pick up a return trip, thus essentially cutting in half the number of trips versus the traditional rent a car method. For all guests arriving at the new lodging, information will be provided about the availability and cost of parking, availability of rideshare and taxi, and the availability of shuttles to arrive at the resort. Information will also be provided about the free Park City Transit system, informing guests of the ease of getting around within Park City without a car. All with the aim of reducing the number of individual vehicles used to arrive at the resort for the lodging.

It is common practice in the hotel industry to charge parking separately from the hotel room, this project will be no different. Hotel information, including park and ride and transit options will be provided on the hotel booking website. Confirmation emails to guests will also have the information provided. We will commit to re-evaluating and adding additional incentives in the detailed Transit Demand Management Plan.

Residential Transportation Demand Management

Regarding unbundling of parking spots, we will certainly consider the recommendation. Bike parking for residents will be provided. It may be in a secured area with camera, or it could be in storage closets provided with the condo. Variable message boards specific to residents will be considered. The front door for Parcel B is right at the bus bay as proposed.

TDM Reporting

We will commit to an annual report in the detailed Transit Demand Management Plan, including an annual meeting to review data, including how people travel to and from the redeveloped base area and, if needed, how TDM strategies can be improved. Elements of the report should consider efforts to:

- reduce automobile travel and parking demands;
- improve air quality;
- articulate health benefits by way less day-motorists;
- a phased approach to incentivize a growth in employee and guest transit usage year over year.

TRP Comments

A TRP plan will be directly commensurate with the level of service increase by Park City Transit. PEG is committed to reducing trips, recognizing that our customers are also the City's customers on transit. Improved access to the bus for local residents must be accomplished (i.e. in-town bus stops need parking and covered waiting areas), improved access to satellite parking lots and improved bus access along 224 and 248 are necessary to achieve the stated goals. It will require everyone working together.

DRAFT

Because of where we are in the entitlement process and premature requests for operational planning detail, this Parking Management Plan is intended to provide a high-level programmatic overview of anticipated parking operations and not a detailed management plan. The Applicant can agree to a condition that requires a detailed Parking Management Plan be submitted for administrative approval prior to Certificate of Occupancy and the commencement of structured parking operation.

Traffic Management and Transit Prioritization:

Implementation of the proposed traffic solution, prioritizing transit and providing enhanced and controlled vehicular circulation, parking will be efficiently automated and self-regulating. Using variable message boards, in coordination with Park City Municipal Corp., day-motorists will be able to make parking decisions among two different structured garages. Traffic signalization will provide traffic control to keep traffic moving. In addition, variable message boards or other signage will enforce no parking zones in adjacent neighborhoods.

The parking manager, in conjunction with City traffic operations, will prepare a coordination and communications plan outlining how daily operations will proceed on peak days, including transportation from any skier lots satellite lots that are utilized.

Parking Garage Prioritization:

It is not anticipated that parking garage prioritization will occur. Traffic will flow better if it can be distributed among the different garages at the same time, allowing vehicles to spread out to reduce focused congestion in any given garage. This can be evaluated with time and adjusted as necessary.

A parking manager will be contracted to manage parking operations and direct traffic. The parking manager may subcontract these services, if necessary. Traffic managers who direct parking or traffic within public rights-of-way shall receive training on spatial awareness, visibility, hand signaling, emergency vehicle protocol, pedestrian safety and transit protocol.

Parking Garage Operation:

After considerable discussion with Park City Municipal and community stakeholders, parking fees are a critical form of parking management and a significant incentive to use transit instead of a personal vehicle. Day-vehicles will pay to park in the base area parking garages. At this time, it is anticipated that there will not be any entry or exit control devices. Parking will be paid via pay on foot stations and mobile app (subject to changes in technology and best practices over time.) The parking manager may elect to place parking attendants within the garage on peak days to assist with traffic flow and circulation. Condo owners will have dedicated parking spaces reserved. It is anticipated that these stalls will be concentrated nearest to the entrance to the condo from the parking garage. It is not determined yet if there will be access control to the condo parking. Condo owner parking will be flex parking, meaning if a condo owner isn't using the parking then it could be used for day-skier parking – this is a highly-functional parking

management tool that supports not over-building day-skier parking. The HOA and parking manager will coordinate to make any meaningful amount of unused condo owner parking spaces available for public/day-skier parking. It will be necessary to compensate the condo owner for use of the stalls. These details of stall management and compensation will be worked out with the HOA and condo declaration.

Hotel parking will primarily be reserved for hotel guests. The hotel operator and parking manager will coordinate to make any meaningful amount of unused hotel parking spaces available for public/day-skier parking.

Parking for special events will be on an as-available basis available to any member of the public and will be paid parking at the posted rates and subject to any applicable rules and regulations, during the time of the event. Parking may be restricted to resort visitors, including base area guests, during large community events that occur during the ski season.

Summertime Parking:

Recognizing the popularity of cycling throughout the spring, summer and fall seasons, parking operations have been contemplated for the summer recreationalist, as well. Parking will operate in the summer in the same manner as it is operated in the winter, subject to applicable pricing, rules and regulations.

Vehicles desiring to offload bicycles prior to entering the parking garages may do so at the drop-off between parcels C and E. Bike racks will be staged at the drop-off to allow bicycles to be secured while the driver parks. Easy access to parking in Parcel B can be obtained from this location with easy pedestrian access back to the bikes. From this location access is easy to the mountain. Should demand warrant it, supervised bike corrals established on the plaza may be considered.

Tall vehicle parking may be accommodated in the parking structure on Parcel E during summer operations. One level of parking on E is tall enough to accommodate tall vans. Access for vans requiring 8'-2" clearance for ADA accommodation will be provided in all structures per federal law.

Central Loading Dock and Design:

A central loading dock will be built on Parcel C. The dock will accommodate two delivery vehicles at a time and will provide access to all the retail/food users on the plaza, on the mountain and hotel deliveries. Deliveries to the dock will be coordinated with the different users so as to avoid delivery vehicles waiting on the street. The dock access will be designed so that trucks can escape Lowell Avenue and then back into the dock and not hold up traffic.

2020 Park City Mountain Base Area Parking Analysis

Existing Conditions

		Notes
Total CCC for Park City side of PCM	12,570	Based on CCC calculation of existing conditions by SE Group
- Accessing from Town and Silver Star Lifts	1,325	950 from Town Lift and 375 from Silver Star
- Guests within walking distance	4,310	3,249 from lodging in 1996, 437 from Marriott Mountainside, 624 from nightly rental homes
- Transit/Drop-off	2,449	1800 from transit/398 from hotel shuttles/251 from drop-off/ride-share
Total skiers remaining (require parking)	4,486	
Average Vehicle Occupancy	2.3	2.3 season average, 2.7 many days, 1.9 AVO on average days, 3.1 AVO on peak days
Total Parking Spaces Required	1,950	
- Total Existing Parking Spaces	1,603	1,212 surface (depending on snow), 297 resort center, 75 Sweetwater, 17 Mountainside/Legacy
Total Parking Space Surplus/Deficit	(347)	

Notes:

Town lift numbers are from actual scan data, and represents a decrease from 1996.

Additional skiers from Silverstar are from morning lift counts.

Nightly rental of private homes is 260 - that is the number of listed rental homes within a quarter mile of the base area that are NOT included in the accommodations number. Assumed 4 guests per unit and 60% occupancy/skier rate.

2019 transit numbers are based on number of busses arriving at the PCM base area with a two-hour arrival period.

Shuttle numbers are actual counts - number shuttles between 8:30 and 11:00, with AVO rates - averaged among days counted

Drop-off/Rideshare is an assumed number - no actual counts have been done.

2020 Park City Mountain Base Area Parking Analysis Upgrade Plan

Notes		
Total CCC for Park City side of PCM	13,440	Based on CCC calculation of existing conditions by SE Group
- Accessing from Town and Silver Star Lifts	1,881	1,478 (upgrade to detach) from Town Lift and 403 from Silver Star
- Guests within walking distance	5,020	3,249 from lodging in 1996, 437 from Marriott Mountainside, 624 from nightly rental homes, 710 new
- Transit/Drop-off	2,588	1800 from transit/398 from hotel shuttles/267 from drop-off/ride-share, plus assumed 5% increase (40 cars)
Total skiers remaining (require parking)	3,951	
Average Vehicle Occupancy	2.7	2.7 season average goal, 1.9 AVO on average days, 3.1 AVO on peak days (paid parking tool to increase AVO)
Total Parking Spaces Required	1,463	
- Total Proposed Parking Spaces	1,589	1,200 surface, 297 resort center, 75 Sweetwater, 17 Mountainside/Legacy
Total Parking Space Surplus/Deficit	126	

Notes:

Town lift numbers are from actual scan data, and represents a decrease from 1996.

Additional skiers from Silverstar are from morning lift counts.

Nightly rental of private homes is 260 - that is the number of listed rental homes within a quarter mile of the base area that are NOT included in the accommodations number. Assumed 4 guests per unit and 60% occupancy/skier rate.

2019 transit numbers are based on number of busses arriving at the PCM base area with a two-hour arrival period.

Shuttle numbers are actual counts - number shuttles between 8:30 and 11:00, with AVO rates - averaged among days counted

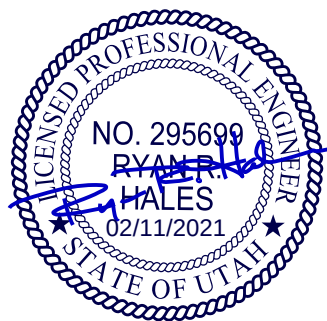
Drop-off/Rideshare is an assumed number - no actual counts have been done.

MEMORANDUM

Date: February 11, 2021

To: Park City

From: Hales Engineering



Subject: Park City Mountain Resort Parking Study

UT19-1481

This memorandum discusses the parking study completed for the proposed Park City Mountain Resort development located in Park City, Utah. The study identifies the Park City parking requirements and considers shared parking between land uses. The proposed Park City Mountain Resort development is located on four parcels adjacent to the existing Park City Mountain Resort, as shown in Figure 1.



Figure 1: Site vicinity map of the project in Park City, Utah

Park City Parking Code

The Park City code specifies parking rates for various land use types in Section 15-3-6. The City parking rates for land uses within the proposed area of the resort are summarized in Table 1.

Table 1: Park City Parking Rates

Land Use	Parking Rate
Hotel	1 space per room plus 5 spaces per 1,000 sf of separately leasable commercial space
Condominium	<1,000 sf: 1 space per dwelling unit 1,000 – 2,000 sf: 1.5 spaces per dwelling unit >2,000 sf: 2 spaces per dwelling unit
Retail & Service Commercial, Minor	3 spaces per 1,000 sf of net leasable space
Retail & Service Commercial, Major	5 spaces per 1,000 sf of net leasable space
Multi-tenant commercial complex	3.5 spaces per 1,000 sf of leasable floor area
Meetings space	5 spaces per 1,000 square feet
Restaurant, standard and bar	10 spaces per 1,000 square feet net leasable area

Being programmed within the project are 1,200 parking spaces for day skier use, separate from the existing 300 day skier stalls provided by Vail. Based on initial calculations of the parking needed for the proposed land uses, the City would normally require 2,223 parking spaces, including the day skier parking. A detailed table outlining required parking is provided in Appendix A.

Nearby Resort Experience

Recently, Hales Engineering collected data at a nearby ski resort and identified how people arrive to a resort. The following data is an average of 9 separate locations counted within the studied resort area and identifies:

- 57% drove a vehicle to the resort
- 18% rode in a shuttle
- 15% rode in an Uber / Lyft vehicle
- 9.4% rode in a black car or other transport vehicle
- 0.6% rode in transit, an individual location identified that 5% rode transit

Hales Engineering has also collected overnight parking demand data at a nearby ski resort. Based on a total of 34 data points collected over four peak nights between 2017 and 2019, it was found that the overnight demand was an average of 0.68 stalls per occupied unit and an 85th percentile of 0.99 stalls per occupied unit.

Time-of-day Shared Use

Many land uses are able to share parking due to offsetting peaks in parking demand. It is anticipated that this will be the case for Parcels B, C, D and E of the Park City Mountain Resort

project along with the day skier parking needs. Designing for the actual parking demand for a mixed-use project results in efficient use of parking spaces. The Institute of Transportation Engineers (ITE) provides percentages of parking demand throughout the day for many land uses in the *Parking Generation* (5th Edition, 2019) manual.

Hales Engineering made conservative estimates regarding the hourly parking demand of the meeting space land use, as these are not available from ITE. The day skier parking being programmed into the site, 1,200 stalls, will not be included within the share parking calculations to remain conservative, and will remain at a fixed level. Also, as discussed previously, a parking demand of 0.99 stall per occupied unit is anticipated based on 34 data points. Therefore, a parking demand rate of 1.0 stall per occupied unit was assumed for most residential and hotel units. A percent occupied rate of 85% was assumed for residential and hotel units, consistent with the traffic analyses. PEG development does not anticipate any parking demand for employees that live on site. Therefore, it was assumed that no stalls were needed for employee housing.

Hales Engineering identified a mixed use / time of day parking demand for each land use for every hour of the day to determine the actual parking demand for Parcels B, C, D, and E. Internal capture rates were estimated and matched with those presented in the traffic analyses. A summary of these calculations are provided in Appendix B and shown graphically in Figure 2.

As shown in Figure 2, it is anticipated that the peak parking demand when considering shared use and time-of-day needs will be approximately 1,583 parking vehicles at 9:00 pm. This includes fixed day skier parking stalls (reserved) in both Parcel B (760 stalls) and Parcel E (440 stalls) during each hour of the day. It is anticipated that at the peak parking demand hour (9:00 pm), an additional 138 stall surplus will still be available on-site (8%) at all times for the combined parking lot supply of 1,721 parking stalls.

Conclusions / Recommendations

Hales Engineering concludes the following:

- The proposed project is programming 1,200 day-skier parking stalls (current surface stalls on Parcels B, C, D and E) be provided somewhere on the site during and after construction of the project.
- Park City parking rates would require a parking supply of 2,223 stalls (including the programmed 1,200 stalls for the day-skiers).
- Hales Engineering completed a parking study at a near-by resort and has identified that actual parking rates per residential unit are lower than the projected ITE rates.
 - Utilizing mixed use reductions, time of day parking needs, and occupancy values, while fixing the day-skier parking (1,200 stalls) results in a peak shared parking demand of 1,583 vehicles.
 - The parking supply on-site will be 1,721 stalls; therefore, at peak demand (1,583 stalls) there will be an 8% surplus of stalls (138 stalls).

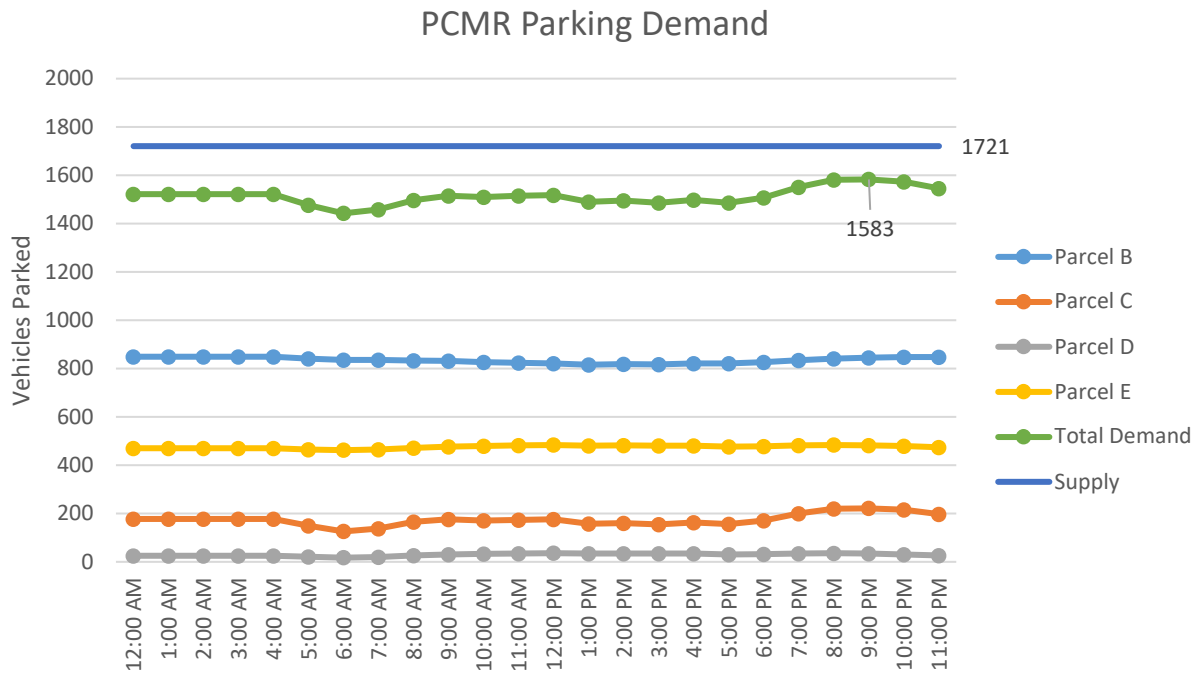


Figure 2: PCMR Parking Demand by Time of Day

- Dynamic parking signs will be placed in strategic locations within the resort and on the parking structures to guide patrons to open parking spaces within Parcels B, C, D and E, creating a more efficient hunt for parking availability.
- Parcels B, C, D, and E, will all have shuttle service provided to move patrons around Park City, if scheduled in advance.
- The Park City Mountain bus pull out area is being expanded with the proposed project from 3 to 7 spaces aligned in a more efficient layout to increase transit opportunities and potentially increase bus frequency, with landowner's cooperation.
 - Paid parking will be instituted into the proposed project, and it is anticipated that transit ridership will increase, and passenger vehicle occupancy will also increase.
- A day skier drop-off / pick-up area is being programmed into the site between Parcels C and E.
- The following potential measures could be implemented to encourage alternative modes of arrival to the resort:
 - Advertise remote day skier parking at Ecker Hill park and ride lot
 - Promote employee remote parking (see Vail's employee parking management plan), promote employee existing retail / base to ride transit from remote areas
 - Promote other remote lots including high school, etc.
 - Parking allocated to condo / hotel will be actively managed and surplus will be made available to general public / day skiers

- Ski lockers for day skiers and season rentals can be added which will promote bus ridership
- Preferred parking for carpoolers
- Encourage residential properties to provide patron discounts for Uber / Lyft / Black Car Service arrivals / departures
- Encourage through the booking process alternatives forms of arrival / departure other than rental vehicles

APPENDIX A

Required Parking (City Code)

PARKING REQUIREMENTS PER LMC 15-3

RESIDENTIAL PARKING REQ'S				MAX AREA	PARKING REQ'S		Rate	PARCEL B				PARCEL C					PARCEL E				PARCEL D			TOTAL
					CONDOS	AFF Housing	EMP Housing	COMM	SUBTOTAL	GUESTROOMS	CONDOS	MEETING	RETAIL	COMM	SUBTOTAL	CONDO	SKICLUB	COMM	SUBTOTAL	CONDO	COMM	SUBTOTAL		
Hotel Room	650	1 per room	1						0	249					249				0			0	249	
Apt/Condo<=1000 SQFT	1000	1 per DU	1	9	49	22			80		2				2	8			8	18		18	108	
1000 SQFT < Apt/Condo <2000 SQFT	2000	1.5 per DU	1.5	32	8	7			71		9				14	34			51	16		24	160	
Apt/Condo>=2000 SQFT	none	2 per DU	2	14	0	3			34		2				4				0			0	38	
Total Residential Required					85	61	39		185	249	20				269				59			42	555	
COMMERCIAL PARKING REQ'S																								
Accessory Resort Use Employees		1 per 400 sqft	2.5						0						0				0			0	0	
Commerical Use		TBD																				0		
Meeting Space		1 per 200 sqft	5						0			20000			100				0			0	100	
Retail& Service Commerical, Minor		3 per 1000 sqft	3.00						0						0				0			0	0	
Retail& Service Commerical, Major		5 per 1000 sqft	5						0					31500	158			22500	113		19300	97	368	
Multi-tenant complex		3.5 per 1000 sqft	3.50						0						0				0			0	0	
Restaurant, Standard and Bar		1 per 100 sqft	10						0						0				0			0	0	
Total Commercial Required									0						258				113			97	468	
DAY SKIER PARKING REQ'S																								
Day Skier Parking		1200						760	760						0			440	440			0	1200	
TOTAL REQUIRED, EXCLUDING COMM									945						269				499			42	1755	
TOTAL REQUIRED									945						527				612			139	2223	
TOTAL PROVIDED									906						185				535			95	1721	

APPENDIX B

Proposed Alternative Parking Calculations

PARKING REQUIREMENTS PER LMC 15-3																						
RESIDENTIAL PARKING REQ'S		MAX AREA	PARKING REQ'S	Rate	PARCEL B				PARCEL C					PARCEL E				PARCEL D			TOTAL	
				CONDOS	AFF Housing	EMP Housing	COMM	SUBTOTAL	GUESTROOMS	CONDOS	MEETING	RETAIL	COMM	SUBTOTAL	CONDO	SKICLUB	COMM	SUBTOTAL	CONDO	COMM	SUBTOTAL	
Hotel Room	650	1 per room	1					0	249					249				0			0	249
Apt/Condo<=1000 SQFT	1000	1 per DU	1	9	49	22		80		2				2	8			8	18		18	108
1000 SQFT < Apt/Condo <2000 SQFT	2000	1.5 per DU	1	32	8	7		47		9				9	34			34	16		16	106
Apt/Condo>=2000 SQFT	none	2 per DU	1	14	0	3		17		2				2				0			0	19
Total Residential Required					55	57	0	144	249	13				262	42			42	34		34	482
COMMERCIAL PARKING REQ'S																						
Accessory Resort Use Employees		1 per 400 sqft	2.5					0						0				0			0	0
Commerical Use		TBD																			0	0
Meeting Space		1 per 200 sqft	5					0			20000			100				0			0	100
Retail& Service Commerical, Minor		3 per 1000 sqft	3.00					0						0				0			0	0
Retail& Service Commerical, Major		5 per 1000 sqft	5					0					31500	158			22500	113		19300	97	368
Multi-tenant complex		3.5 per 1000 sqft	3.50					0						0				0			0	0
Restaurant, Standard and Bar		1 per 100 sqft	10					0						0				0			0	0
Total Commercial Required								0						258				113			97	468
DAY SKIER PARKING REQ'S																						
Day Skier Parking		1200					760	760						0			440	440			0	1200
TOTAL REQUIRED, EXCLUDING COMM								904						262				482			34	1682
TOTAL REQUIRED								904						520				595			131	2150
TOTAL PROVIDED								906						185				535			95	1721

Time	Parcel	Parcel B						Parcel C					Parcel D				Parcel E					All Parcels	
	Land Use	Condos	Afford. Housing	Employee Housing	Day Skier	TOTAL	SUPPLY / DELTA	Hotel Rooms	Meeting Space	Comm.	TOTAL	SUPPLY / DELTA	Condo	Comm.	TOTAL	SUPPLY / DELTA	Condo	Comm.	Day Skier	TOTAL	SUPPLY / DELTA	TOTAL	SUPPLY / DELTA
	Required Parking	55	57	0	760	872	906	249	100	158	507	185	34	97	131	95	42	113	440	595	535	2106	1721
	Internal Capture / Unoccupied	15%	15%	0%	0%			15%	80%	80%			15%	80%			15%	80%	0%				
	ITE Land Use #	330	221	N/A	N/A			330	Meeting	820			330	820			330	820	N/A				
12:00 AM		40	49	0	760	849	57	178	0	0	178	7	25	0	25	70	30	0	440	470	65	1522	199
1:00 AM		40	49	0	760	849	57	178	0	0	178	7	25	0	25	70	30	0	440	470	65	1522	199
2:00 AM		40	49	0	760	849	57	178	0	0	178	7	25	0	25	70	30	0	440	470	65	1522	199
3:00 AM		40	49	0	760	849	57	178	0	0	178	7	25	0	25	70	30	0	440	470	65	1522	199
4:00 AM		40	49	0	760	849	57	178	0	0	178	7	25	0	25	70	30	0	440	470	65	1522	199
5:00 AM		33	48	0	760	841	65	149	0	0	149	36	21	0	21	74	25	0	440	465	70	1476	245
6:00 AM		28	47	0	760	835	71	123	2	2	127	58	17	1	18	77	21	2	440	463	72	1443	278
7:00 AM		28	47	0	760	835	71	123	10	5	138	47	17	3	20	75	21	4	440	465	70	1458	263
8:00 AM		30	43	0	760	833	73	134	20	12	166	19	19	7	26	69	23	8	440	471	64	1496	225
9:00 AM		31	41	0	760	832	74	138	20	18	176	9	19	11	30	65	24	13	440	477	58	1515	206
10:00 AM		29	37	0	760	826	80	127	20	24	171	14	18	15	33	62	22	17	440	479	56	1509	212
11:00 AM		29	35	0	760	824	82	127	20	27	174	11	18	17	35	60	22	20	440	482	53	1515	206
12:00 PM		28	33	0	760	821	85	125	20	31	176	9	18	19	37	58	22	22	440	484	51	1518	203
1:00 PM		24	32	0	760	816	90	106	20	31	157	28	15	20	35	60	18	23	440	481	54	1489	232
2:00 PM		24	34	0	760	818	88	108	20	32	160	25	15	20	35	60	19	23	440	482	53	1495	226
3:00 PM		23	34	0	760	817	89	104	20	31	155	30	15	19	34	61	18	22	440	480	55	1486	235
4:00 PM		26	35	0	760	821	85	115	20	28	163	22	16	18	34	61	20	20	440	480	55	1498	223
5:00 PM		25	36	0	760	821	85	111	20	25	156	29	16	15	31	64	19	18	440	477	58	1485	236
6:00 PM		30	36	0	760	826	80	134	16	21	171	14	19	13	32	63	23	15	440	478	57	1507	214
7:00 PM		38	36	0	760	834	72	170	12	18	200	-15	24	11	35	60	29	13	440	482	53	1551	170
8:00 PM		44	37	0	760	841	65	199	8	13	220	-35	28	8	36	59	34	10	440	484	51	1581	140
9:00 PM		47	38	0	760	845	61	210	4	8	222	-37	29	5	34	61	36	6	440	482	53	1583	138
10:00 PM		47	40	0	760	847	59	212	0	4	216	-31	29	2	31	64	36	3	440	479	56	1573	148
11:00 PM		44	43	0	760	847	59	197	0	0	197	-12	27	0	27	68	34	0	440	474	61	1545	176