



Syracuse City Planning Commission Meeting July 19, 2016

Begins at 6:00 p.m. in the City Council Chambers
1979 West 1900 South, Syracuse, UT 84075

Regular Meeting Agenda

PLANNING COMMISSIONERS

CHAIR

Ralph Vaughan

VICE CHAIR

Dale Rackham

Curt McCuistion
Greg Day

Troy Moultrie
Grant Thorson
Gary Bingham

1. **Meeting Called to Order**
 - Invocation or Thought by Commissioner **Moultrie**
 - Pledge of Allegiance by Commissioner **Rackham**
 - Adoption of Meeting Agenda
2. **Meeting Minutes**
July 5, 2016 Regular Meeting and Work Session
3. **Public Comment**, This is an opportunity to address the Planning Commission regarding your concerns or ideas, regarding items that have not been scheduled for a public hearing on this agenda. Please limit your comments to three minutes.
4. **Public Hearing, Code Amendment - 10.75.040, PRD Minimum Lot Standards**
5. **Public Hearing, Preliminary Subdivision Plan - Jackson Court, property located at 1972 S 2000 W**
6. **Adjourn**

Work Session

1. **Department Business**
 - a. City Council Liaison Report
 - b. City Attorney Updates
 - c. Upcoming Agenda Items
2. **Discussion Items**
 - a. Master Planned Community (MPC) Zone Creation Discussion
3. **Commissioner Reports**
4. **Adjourn**

NOTE

If you wish to attend a particular agenda item, please arrive at the beginning of the meeting. In compliance with the Americans Disabilities Act, those needing auxiliary communicative aids and services for this meeting should contact the City Office, at 801-614-9626, at least 48 hours prior to the meeting.

CERTIFICATE OF POSTING

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PLANNING COMMISSION REGULAR MEETING AGENDA

July 19, 2016

Agenda Item # 2

Meeting Minutes

July 5, 2016 Regular Meeting Minutes

Suggested Motions:

Grant

I move to **approve** the meeting minutes dated ... for the regular meeting and work session planning commission meeting, as amended...

Deny

I move to **deny** the meeting minutes dated ... for the regular meeting and work session planning commission meeting with the finding...

Table

I move to **table** the meeting minutes dated ... for the regular meeting and work session planning commission meeting until ...

Minutes of the Syracuse Planning Commission Regular Meeting, July 5, 2016

Minutes of the Regular Meeting of the Syracuse City Planning Commission held on July 5 2016, at 6:00 p.m., in the Council Chambers, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Commission Members: Ralph Vaughan, Chairman
Dale Rackham, Vice Chairman
TJ Jensen
Curt McCuistion
Troy Moultrie
Grant Thorson

City Employees: Noah Steele, Planner
Royce Davies, Planner
Paul Roberts, City Attorney
Stacy Adams, Commission Secretary

City Council: Councilman Gailey

Excused:

Visitors: Andy Hubbard Menah Strong
Darren Wibie Andrew Glover
Ray Zaugg

[6:00:42 PM](#)

1. Meeting Called to Order:

Commissioner McCuistion provided an invocation. The Pledge of Allegiance was led by Commissioner Thorson.

[6:01:49 PM](#)

COMMISSIONER JENSEN MADE A MOTION TO ADOPT THE PLANNING COMMISSION AGENDA FOR JULY 5, 2016 MEETING WITH THE MODIFICATION OF MOVING ITEM 4 BEFORE ITEMS 2 & 3. COMMISSIONER DAY MADE THE RECOMMENDATION OF MOVING ITEM 5 BEFORE ITEM 4. THE MOTION WAS SECONDED BY COMMISSIONER RACKHAM. COMMISSIONER THORSON VOTED NAY. ALL OTHERS WERE IN FAVOR, THE MOTION CARRIED WITH A MAJORITY VOTE.

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2. 5) Public Hearing, Subdivision Amendment - San Melia property located at 1025 S 2200 W

Planner Davies stated this is an amendment of one lot line and both of the lots exceed the minimum lot standards and this doesn't change the density of the development and are decreasing one lot and increasing the other so the development is still compliant with the code. This is an R-2 zone and there is a buildable area remaining on the lot that is being reduced in size. They are moving the lot line a little closer to the west about 20 feet over and closer to the adjacent property line and have measured lot# 20 and determined that the buildable area on lot#20 is still sufficient for a standard size home that has come through building permits. The issue was that lot#19 was built upon and they built the driveway out on the aerial photo and the driveway and the sports pad in the back as well the remainder of landscaping went over the property line and have worked with the developer to work that out. The field that is not developed the lot that is being reduced has not been built upon and is currently still vacant. All of this complies with the code and still keeps the development compliant.

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Commissioner Thorson asked what the role of the Planning Department in regulating building within the properties. Is their role in making sure they don't go outside the property boundary or not. Planner Davies stated it is an individual property owner thing and in a situation like this as long what they are encroaching if want to move the property line over just need to make sure it meets code. Commissioner Thorson stated when the driveway was built and the house and side yard setback can be pretty narrow but was this property line anticipated, this was very apparently built to a specific line. Planner Steele stated with the building permit process setbacks are checked from the foundation to make sure they meet the zones setbacks but for driveways and all the stuff can see encroaching don't need a building permit to pour a driveway and don't know the whole back story of what exactly happened but they are trying to make it right now.

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Commissioner Vaughan asked staff using the plat on the screen assumes the squiggly line going up the driveway is the proposed property boundary. Planner Davies stated that is the existing boundary they are moving 20 feet to the west, the dotted line is where the current boundary and the proposed boundary is the solid line. Commissioner Vaughan stated the slab will be entirely in the property to the east. Planner Davies stated yes.

[6:09:22 PM](#)

Andy Hubbard, work at Great Basin Engineering in Ogden. Doesn't believe there wasn't any intention to build over the property line, it was a surveying staking error a number of years ago and that is what has brought this about so are just here to rectify the situation and make this party whole and get their driveway all on their lot.

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Public Hearing opened.

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Andrew Glover, Syracuse, happen to be the property owner of lot #21 which directly to the west of the lot in question or the lots in question. Have a couple concerns really about it, is concerned in general putting such a small lot on an overall property where there are big lots and big houses and being a house directly to the west of that and don't know what kind of size house they can possibly put on there. Another concern is whether they surveyed the properties correctly on their lot because when they built and on the aerial on their RV pad on the right of the house there is fairly narrow and looked like they might have drawn the line off on their pad, so if they are changing lot lines they have a concern that they need to address and survey their side of this particular lot and from there the general understanding not an expert on zoning or anything but want to verify it is going to be a 1/3 of an acre because believes have to be on a 1/3 of an acre in this zone and then on their CCR's depending on the type of house they put in it has to be at least an 1856 sq. ft. house if a rambler and has to be a 3910 sq. ft. house if it is a finished 2 story or 2342 sq. ft. if 2 story above ground. What assurance do they have that this is going to be taken care of so their property value doesn't get potentially degraded from this. Planner Davies stated in measuring the buildable area given side to side if wanted to build the same house that is there on the other lot to the east obviously couldn't be able to fit that house on there but basically the buildable area on that lot the actually pad was pretty close to 4000 sq. ft. measuring to the setback lines in doing that on a property like this would be a little bit tricky with just a spec home but if had an architect come in and design something differently could get a really big house on there. Andrew Glover stated the CCR's specify Ivory Homes one of their spec homes. Planner Davies stated that is good to know was unaware of that. Andrew Glover stated he has a copy of the CCR's and can give them to staff don't remember the specific models but do have specification for which models can be build or other models that have to be approved there so it is not cut and dry that can put anything in there that they want per Ivory Homes. Planner Davies asked if there was a board in the neighborhood that regulates the CCR's right now. Andrew Glover stated he doesn't know who the board would be he got this notification and went and got the CCR's and his main concern is property value and not knowing what they are going to put in there but put in an oddball lot and oddball house not saying it wouldn't be a nice house but against the rest of the other houses the ones that would be directly affected the most would be the ones next to it. Planner Davies stated that makes sense when looking at anything like this staff makes sure that for Planning Commissions and Zoning review look at it and make sure it meets the code and the is property will meet the code if approved. As far as the CCR's go that is a different story and is not really staff or the City that is the CCR's that would be regulating that so and don't know if they have been made aware of the situation or if that is going to be an issue. Andrew Glover stated he is not sure if they have, got the letter last week and that is when he got a hold of the CCR's and so there wasn't much time to talk to a lot of other people so maybe what would be asking for would be to validate some of the lot lines on their side too because believes that what was mentioned with a survey mistake caused the encroachment it is certainly plausible that if they did it once right there might have done it to the lot next to it. Planner Steele stated understand what is saying, made a big investment moved to Syracuse and are looking after property values and all of that just like Planner Davies stated as far as Planning staff review the size of the lot and it meets the minimum requirement for that zone as far as the style and all that that is out of our office and as far as the accuracy of the boundaries the surveyor and Engineering company is here and they have submitted an updated a plat and assumes they have double checked that and to make all of the property boundaries right obviously staff is not surveyors and so if are worried about property line being incorrect would recommend hiring a surveyor and double checking that but once again that is not something that our office would look at.

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Andrew Glover stated respects what the City is doing and are looking at the dimensions of a property and it calculates up on the screen and think it said 15,000 square feet and without doing quick math think that is a 1/3 of an acre. The dimensions of that could make a 1 foot strip a 1/3 of an acre if wanted to by going back and that is basically what this is going to be a long skinny strip that is going to be there and it is very difficult to imagine how there is a comparable house put on that property to what the other houses in the neighborhood are. Planner Steele stated has a good point it probably will be a smaller house than what is around there but as far as the buildable area it is big enough for a home for the zone. Andrew Glover stated so the question then becomes why was it not proposed or offered that the property get split between the 2 buildings, it would be more to the neighborhoods feel if they had 2 bigger lots of 21 & 19 and eliminating lot 20 than to have one small lot and one small house. Planner Steele stated they could have done that as well but like have said this is an administrative type decision and staffs role is to protect the City and that is why have development rules in place and if they do meet those rules that is what staff checks so that might be a little bit larger of an issue to work out with maybe the adjacent land owners and developer.

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Commissioner Jensen stated point of order this back and forth is against our ordinance of rules and procedure. Commissioner Jensen stated certainly wants to hear from the citizen but don't need to make this go back and forth.

[6:18:31 PM](#)

Commissioner Rackham stated so this is currently zoned R-2 for the whole subdivision.

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Menah Strong, Syracuse, and her property is lot #19 and they were the first lot on that street and the curbs are pinned right at where the boundary is and where they built and the markings in the back are where the surveys are that is why they built there, it is exactly where they marked it to be. So when he referred to a survey error that is what it is and

126 they moved in back in 2009 so there was nothing else there and Ivory came out approved it at that point when they had it
127 marked and everybody thought it was fine. So it was a totally inadvertent thing it does go back to the survey error and that
128 is the back story on it and now they are trying to sell that lot and can't until everything is cleared up.

129 [6:19:43 PM](#)

130 Public Hearing Closed.

131 [6:19:53 PM](#)

132 Commissioner Jensen stated for the benefit of the audience, CCR's is a totally different thing but under an R-2 zone
133 the minimum lot size is 10,000 and this lot is over 15,000 the minimum frontage is 85 feet this has 97 feet on the frontage
134 so the other setbacks would determine the building pad but essentially per the R-2 zone this certainly complies with that
135 so as far as the CCR's not sure if Ivory is selling this they are going to set the standards as to what gets built there.
136 Planner Davies stated CCR's can be a little tricky because if a board is not enforcing CCR's then they are just token
137 CCR's so legally the neighbors could go after them for recourse but for what staff is here for that is outside staffs purview.
138 Commissioner Jensen stated if lot 19 & 21 want to split lot 20 that wouldn't hurt his feelings but as this is presented today
139 it does meet the R-2 code in his opinion.

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141 Commissioner Thorson asked if the property owner is Ivory Homes. Andy Hubbard stated Ivory Homes own lot# 20,
142 Great Basin Engineering because of the surveying errors is the applicant but the owners of both lots have approved this
143 amendment. Commissioner Jensen stated the Planning Commission is just recommending this to the City Council so the
144 City Council will be the one that would make the approval on this so might benefit the audience to contact the City Council
145 on this.

146 [6:22:02 PM](#)

147 COMMISSIONER DAY MADE A MOTION TO RECOMMEND APPROVAL TO CITY COUNCIL, THE 2 LOT
148 SUBDIVISION AMENDMENT PROPERTY LOCATED AT 1025 S 2200 W, R-2 RESIDENTIAL ZONE. THE MOTION
149 WAS SECONDED BY COMMISSIONER MCCUITION. ALL WERE IN FAVOR, THE MOTION CARRIED
150 UNANIMOUSLY.

151 [6:22:40 PM](#)

152 Commissioner Jensen removed himself from the diocese

153 [6:22:50 PM](#)

154 3. **4) Master Planned Community Zone Creation - Brief Presentation by CED Director Mellor**

155 CED Director Mellor stated is really excited this next item, what the Commission has before them are 2 documents, a
156 schedule that was produced by staff and a map that was produced by Woodside Homes Developers. A little back story
157 staff was notified possibly this Fall that Woodside Homes looking at possibly purchasing a large chunk of ground in
158 unincorporated Davis County. In continuing the development a style of development that is similar to what they have at
159 the Still Water Cottages. What they did is they came back and there is some additional back story there is a big chunk of
160 ground and the City has an ordinance that doesn't allow for lift stations and so what that means is all of the construction
161 has to be gravity fed, the sewer has to be gravity fed. What that means for this piece of ground is there is a big chunk of
162 ground that can't be developed. The developer was looking at different density options and had several meetings with
163 Council members and staff and their team talked with us about what options would be available and basically what they
164 have proposed and what the Council has interest in pursuing on this site isn't in ordinance so what this means as they
165 have reviewed different options and have met with the Council and have talked with them there were ideas that were
166 thrown out and could draft up a development agreement that can be customized to any piece of ground however in the
167 long run our staff have encountered problems that were with the overlay zones that come into play years on down the
168 road and so rather than create an overlay zone for long term security for the City and for the buyers of whatever property
169 goes in the easier way and the more secure way of proceeding was to draft up a new ordinance. That was what was
170 presented to the Council and got some initial feedback from the Council and following the new procedure we have got
171 their buy in to proceed in drafting up this new ordinance. This new ordinance is called the MPC Zone which you will
172 discuss a little later tonight and what this will be is a customized zone that is particularly focused and created for this
173 development which is 188 acres in unincorporated Davis County. What the Council has asked for is, have certain
174 parameters and for this development to pencil and for the arrangement with the City to work with this particular developer
175 then there are certain parameters, there are a certain number of units that the developer has to get out this to be able to
176 actually develop this parcel and so they drafted up even before they got any interest or before the Council ever even
177 signaled that they were going to partner with this developer the developer drafted up a plan and are some additional **edits**
178 that have talked with them but this is the latest draft that had and so thought would bring forward so the Commission could
179 see it. What want to do here and what have the potential to do here is something that Syracuse can be proud of and can
180 welcome into the Community long what could be a relatively difficult piece of property to develop right next to a Freeway
181 alignment. As a little bit of a heads up have had conversations with UDOT and they have acquiesced some things that
182 staff have presented to them to allow trail connectivity to this project and they told us all along that the soonest they would
183 build this freeway was 2022 as of about a week and half ago believe the last feedback staff got was 2019 and at the COG
184 meeting, the Council of Governments that the Mayor went to recently they were saying 2018. So they are actively
185 purchasing ground and have already purchased large chunks of ground even just in the last few months have been in
186 talks with appraisers that have purchased ground along the Golf Course and even through this area here. Essentially what
187 is here tonight is to present to the Commission this information and there will be some conversation on what the Council
188 expects as we go through this process. One of the items that they brought up prior to, at the last Council meeting, was the

189 need to stick to the timeline which is what is before them, so there is a lot of work left to do and in addition the general
190 idea of what the end game of the zoning is, is before them. The Planners will present different ideas and rely on this
191 Planning Commission heavily to help staff draft ordinances and make amendments to the General Plan and the Council
192 relies on the Commission heavily for that and so the main intent to be here today was to present the project to the
193 Planning Commissions and don't know how familiar are with it or if any conversations about this up to this point and if
194 have any additional questions is happy to answer them. Oh and then also brought cake, had an object lesson that was
195 going to bring where one of the Commissioner brought up at one point that didn't like broccoli and thought that was a
196 good idea that if keep bringing broccoli for us and don't want broccoli and what are doing is cake, this project is cake and
197 maybe should have stopped before started but is too late now, so can make this cake as awesome as we want or can
198 make it as ho-hum as want and the developer obviously wants to make this cake good and marketable and the City has
199 the opportunity to make it even more marketable and to take the highest and best use out of the land and make this
200 something again that is iconic and something the we are extremely proud of here in Syracuse. Is available at any time if
201 questions arise and want to talk to him at any time are more than welcome to reach out to him.

202 [6:32:36 PM](#)

203 Commissioner Rackham stated in the past have had people come forth with plans with access roads like this and
204 they have been denied because the ordinance doesn't allow it so is that part of the proposed change. CED Director Mellor
205 stated they had a meeting with the developer and with the Council and Public Works there are items that staff has
206 requested so for example have asked that they create a connective element so it is not broken up so there will be an east
207 west lateral connection and the Council expressed some concern with the north south connectively and so they have put
208 in an alignment basically to continue 2400 W. They have agreed to pay for a portion of that road and the remaining portion
209 have talked with the Public Works department and there are impacts fees available to complete that road and have 2400
210 W continue on down to Gentile. Now that doesn't mean that everything has been addressed but that is something that will
211 definitely be looking at.

212 [6:34:04 PM](#)

213 Commissioner McCuiston stated this proposed park is at the far edge of the City so for the benefit for most of the
214 City that is quite a commute and a drive is there a plan to have connectively underneath the proposed Freeway alignment
215 to allow people from Jensen Park or allow easier access to this regional park that seems to just. CED Mellor stated that is
216 a very good question, staff has asked Randy Jefferies and are working very closely on a number of different projects and
217 if not familiar he is from UDOT, he is the project manager for West Davis Corridor. This far east trail actually dead ended
218 into the West Davis Corridor alignment and asked Randy Jefferies and said can't have that and told him that trail is part of
219 Syracuse Trail system and it will connect to the trail that they are continuing down that will run along West Davis Corridor
220 that is essentially the Great Salt Lake Shoreline Trail. It will be an extension of Legacy Trail so how Legacy runs along the
221 Legacy Highway similar it will run along the West Davis Corridor uninterrupted which is great. However told them need a
222 connection to that so there will actually be a trail will bridge and go over the Freeway on the west side and connect to the
223 Bluff Trail, then there is a trail that runs along the canal and are working with Davis County and will meet with them later
224 this week to work on some proposed changes and improvements to that Canal trail. However think at this point arte
225 saying they are going to tunnel underneath so the canal has to go under the road anyways so basically alongside the
226 canal will be a trail that will tunnel underneath the highway. Then have the on and off ramp at 2000 W that will also
227 provide bike lanes. Planning staff went to the Wasatch Choice 2050 Consortium and Active Transportation Conference
228 and Planner Davies went to a really interesting meeting where they talked about how bike lanes kind of propagate
229 themselves so when have a bike lane and say as make improvements and are annexing 2000 W into the City and they
230 have already submitted their annexation request say along this road need to put in the bike lanes that run along 2000 W
231 as part of the road improvements at this point they would kind of dead end at the end of their project however when go
232 back and submit for grants that the City applies for like TAP or CMAC or any other grants the City chases every year
233 along with the other cities the cities that get those grants often times not only have their master plan which is what the City
234 has but and Parks Master Plan that shows the trails but also have the start of what those trial systems or bike lanes look
235 like so by having those bike lanes whether it dead ends into the on and off ramp system as part of this development it
236 won't always be that way and ill have an opportunity to continue the bike lanes up 2000 W. UDOT would like to have a
237 smaller right of way on 2400 W but the Public Works department would like it to be a larger right of way and the
238 Commission will have an opportunity to weigh in on that and for 2400 W and that might also be another opportunity to
239 have some bike lanes that go north to south. That is the long way of answering and saying absolutely the City is looking at
240 some really great trail connectivity and obviously one of the items are working on through the development agreement
241 with this developer as draft up a development agreement that will bring forward want as much Park improvements into
242 this project as possibly can in this big park that is proposed down tot eh southwest, that included the trail system and the
243 parking for the ability to maximize the City's dollars contributed to the park. CED Director Mellor wanted to thank, doesn't
244 get an opportunity to come to Planning Commission very often the last time was his first week at Syracuse last year and is
245 extremely impressed with this Planning Commission and extremely impressed with obviously the Planning staff and want
246 to thank them for all the work that they do and that is another reason for cake tonight and thank you for your service.

247 [6:40:01 PM](#)

248 Commissioner Vaughan stated the West Davis Corridor in area 1, is Gentile an off ramp. CED Director Mellor stated
249 Gentile is not an off ramp no. Commissioner Vaughan asked how is Gentile going to be covered, with a bridge or an
250 underpass or an overpass. CED Director Mellor stated it is going to be an overpass so it will go over, the road will go over
251 gentile. Commissioner Vaughan stated so the Freeway will pass over so it will be an overpass. As part of that construction
252 there will there be a realignment of gentile and Bluff. CED Director Mellor stated his understanding is that in the 5 year

253 plan for the City and the Master Transportation Plan the City has some improvements they are going to put in there
254 namely think another roundabout to his knowledge at that intersection now how that roundabout interacts with West Davis
255 Corridor would have to double check because the roundabout is not shown on the West Davis Corridor site.
256 Commissioner Vaughan stated area 1 which is the last corner on the east, is that UDOT property. CED Director Mellor
257 stated no that is owned by an older gentleman who lives in West Layton down the road he and his family farm and they
258 won that ground, it is privately held. Commissioner Vaughan asked if as far as he knew if there was any intention of
259 anyone buying that associated with either this project, UDOT or the City. CED Director Mellor stated no, however have
260 been proactive in cleaning up the City boundaries and have include that as part of the annexation so that ground will be
261 coming into the City. So the City boundary still have the little peninsula of ground that goes to the south of Gentile but for
262 the most part the City boundary will be gentile because there won't be much development that happens on the south side
263 of Gentile because again going back to the sewer fall issue where they can't be sewer fed. Commissioner Vaughan stated
264 when the Still Water project was in presentation to the Planning Commission there was discussion about how much of
265 Gentile the City owned, the County owned and who was responsible for it, are they going to have that same issue that
266 would be passing over the bottom. CED Director Mellor stated no they have worked with Woodside to amend their legal
267 description of their annexation petition to include Gentile from Bluff to the west side of this property will all be in the City so
268 there are parts on the south boundary and also including as part of this annexation the ground that is tot 4h south of the
269 Ski Lakes so that will come into the City and the responsibility there are still bonds that are with the Thayne's right now
270 and those bonds that are parked with the County now will become the City's priority and will be responsible for ensuring
271 the improvements and bond dollars are turned over to the City and will be responsible with making sure the Thayne's
272 follow through with the improvements that they were supposed to do on the landscaping and to the roads. So that is one
273 really good thing the County is extremely happy that this is finally getting resolved on 2000 W and Gentile up to that point.
274 Commissioner Vaughan stated as far as know on the map are the housing units numerically accurate, residential product
275 area 1 no homes, area 2 143 homes, area 3 162 homes. CED director Mellor stated believes so. Commissioner Vaughan
276 stated so it is going to be a total number of 305 units in the cluster and then so a total 657 units. Does he have an idea
277 what would be the total unit yield were this to be a "normal" R-2, R-3 development. CED Director Mellor stated don't
278 believe they have gone through that. Commissioner Vaughan stated in discussions with them were there ever discussions
279 about making this strictly a traditional R-2, R-3. CED Director Mellor stated yes in the initial obviously had tried to work
280 within the framework that already had in ordinance and there is obviously some major benefits that come to the City in
281 working with the developer to help them get what they want and the City gets what they want and so that is as far as
282 spending a lot of time vetting the developer never came forward with a plan it was just made clear that wasn't going to
283 work. Commissioner Vaughan stated will they be doing a general Plan change on this particular project associated with
284 this. CED Director Mellor stated yes and that is in the timeline, a General Plan Map as well as text would be changed
285 since the MPC zone does not exist presently in the text. Commissioner Vaughan stated so basically they want to see if
286 the zone is going to get approved before they even talk about altering the General Plan. CED Director stated yes and that
287 makes sense because can't change the General Plan until the zone is established. Commissioner Vaughan stated it does
288 have a zone, doesn't it. CED Director Mellor stated on the General Plan it presently does have a zone, R-1, yes.

289 [6:47:31 PM](#)

290 CED Director Mellor stated another option that need to discuss that is not on the timeline know there was some PC
291 members that were given the opportunity to tour Foxboro, if not familiar Woodside Homes is the developer of the Foxboro
292 development in North Salt Lake, that is kind of the catalyst for why they want to pursue this in Syracuse because they
293 have had success along a Freeway alignment obviously, Legacy highway, in building a development like this next to a
294 Freeway and so took the Council down a few weeks ago and visited Foxboro and there was one Council member who
295 was unable make it because of a work commitment and would like to extend an offer to the Planning Commission if would
296 like to go down and tour of some of the units that are somewhat similar, don't want to recreate Foxboro unit for unit,
297 building for building, we want to build upon it and think the Planners have some really great ideas on how to do that and to
298 improve upon that design and think most importantly that is the direction the Council wants to go, they want to see this be
299 the best it can be. So encourage the Commission to take them up on the offer of going down there and touring the
300 Foxboro development, let staff know when available and can set that up. Commissioner Vaughan asked if Foxboro and
301 this proposed property owned by Woodside Homes developers. CED Director Mellor stated yes. Commissioner Vaughan
302 asked City Attorney Roberts would any contact of the Planning Commission touring a project knowing that it is owned by
303 the same people would that constitute an ex parte communication. City Attorney Roberts stated would say it is
304 educational they are not talking to them about specifics of their project in the City they are just showing them a product so
305 think it would be acceptable to go and get educated. Commissioner Vaughan stated so as long as don't ask questions
306 about Syracuse are okay looking at the product. City Attorney Roberts stated no extended discussions, yes. CED Director
307 Mellor stated if they give them cake, don't accept their cake. Commissioner Vaughan thanked him for the gesture.

308 [6:51:13 PM](#)

309 Commissioner Jensen returned to the diose.

310 [6:51:38 PM](#)

311 **4. 2) Meeting Minutes:**

312 **June 21, 2016 Regular Meeting & Work Session**

313 COMMISSIONER MCCUISTION MADE A MOTION TO APPROVE THE REGULAR AND WORK SESSION
314 MEETING MINUTES FOR JUNE 21, 2016. THE MOTION WAS SECONDED BY COMMISSIONER MOULTRIE. ALL
315 WERE IN FAVOR, THE MOTION CARRIED UNANIMOUSLY.

316 [6:53:11 PM](#)

- 317 5. **3) Public Comment:** This is an opportunity to address the Planning Commission regarding your concerns or ideas,
318 regarding items that have not been scheduled for a public hearing on this agenda. Please limit your comments to three
319 minutes.

320 [6:53:33 PM](#)

321 Ray Zaugg, Syracuse, caught the tail end of this discussion but looking at the agenda and the details at home noticed
322 that they are in the throes of making a new zone specifically for a developer and don't think that is the way the City should
323 be accomplishing what they are about to do because then they will have every kind of developer come and want to do a
324 special zone for them just so they get what they want and those are his thoughts on that particular subject. Also don't
325 think should be looking at a project that is going to give them something when they have to mold a zone to suit them so
326 those are his thoughts, thank you.

327 [6:54:40 PM](#)

328 Public Comment closed.

329 [6:54:54 PM](#)

- 330 6. **Public Hearing, Code Amendment - Title 10.30.050 Regarding Yard Encroachment**

331 Planner Davies stated following work session from last couple meetings basically have had some issues of these
332 coming up in review of building permits so whether that be encroachment of the actual house or encroachment of a
333 covered porch or stairways that kind of thing. So developers have asked them to look at it and change some things up a
334 little bit so per the last discussions the 3 main things talked about were side yard setbacks, cantilevers on houses and
335 then also the covered porches and decks. The main changes that were made here are in 10.30.050 C) 1 regarding the
336 width which has been changed to 15 feet and was previously 8 feet and that was problematic because more often than not
337 the cantilevers that were proposed on the building permits were wider than the 8 foot and this is from the discussions last
338 time 15 feet seemed to be the common number the Commission came up with. Also changing the side yard distance
339 between primary structures be less than 10 feet to specify that. On Section 2, changed to only 3 feet in required side
340 yards and there was some discussion about maintaining distance between houses and some of the zones where have an
341 8 foot setback if allowed a 10 foot encroachment then would have houses touching each other. So to allow separation and
342 maintain separation are only allowing 3 feet there to maintain the distance between houses. Section 3, covered patio
343 width does not exceed 50 percent changed from 33 percent and length changed to width and added 'in all zones aside
344 from the R-3 Zone. Attached covered decks and patios may not extend closer than 10 feet to the rear property line in the
345 R-3 Zone, provided they are open on 3 sides.' Trying to provide some equity in the zones currently there are R-2 and R-1
346 zone as well as the Agriculture zone all allow for encroachments that can go out to 20 feet from the property line with a
347 covered deck and in the R-3 zone the rear yard is 20 feet so have no covered deck allowed if built to that setback which is
348 more common in the R-3 zone because they are smaller lots. This is an attempt to match the deck encroachment
349 allowance already in the code that allows decks to go out 10 feet into the setback to allow people to cover their decks and
350 that size. Planner Davies stated those are all the changes.

351 [6:58:47 PM](#)

352 Commissioner Moultrie stated would really like to see 75% of the total length especially if have a 2 story really don't
353 have much of a width and it is not hurting anything so would really like to see that be 75% instead of 50%. Planner Davies
354 stated he remembered the discussion and wrote down 3 different things and forgot to clarify which one was the general
355 agreement and so put 50% in there hoping that was it. So do the Commissioners want to discuss those percentages.
356 Commissioner Vaughan stated know the origin of reviewing this is because there were questions and requests by
357 developers and applicants, do these meet or exceed what have received so far and is staff being generous or still being a
358 little tight and controlled over what has been requested. Planner Davies stated what has seen and kind of tough questions
359 because in the R-3 zone the lots are smaller and tend see people build out to the setbacks so don't generally see covered
360 patios proposed on those homes so it is hard to say what proposed patios would be on an R-3 zone verses an R-2 and R-
361 1 that end up seeing however an R-1 & R-2 the most common width that have seen is between 30-40% if it exceed 40% it
362 is kind of exceptional also that is why figured 50% would be wide enough but haven't seen any. Commissioner Moultrie
363 stated didn't staff mention one a few weeks ago that someone wanted deck 100% all the way across. Planner Davies
364 stated he saw a cantilever that was 100% across the house. Commissioner Jensen stated an uncovered deck can be up
365 to 100% of the width of the structure essentially as long as it is uncovered. Planner Davies stated yes. Commissioner
366 Jensen stated the covered part is only 50% of this language. Commissioner Rackham stated when read this it was based
367 on encroaching, if it doesn't encroach it can be the whole width. Planner Davies stated right. Commissioner Rackham
368 stated so it is only if are encroaching into the backyard. Commissioner Rackham stated after reading this section, they
369 had a big push for several years to take R-1 & R-2 and knock it down to R-3 so they could get more lots in there and now
370 they want to take the R-3 and put bigger homes in there and change the ordinance to allow bigger homes, when does it
371 stop, because as soon as do this they are going to want to come in and want to build bigger. They did the General Plan
372 and one of the things that came out of the General Plan is they were tired of breaking up the City into little lots they felt
373 Syracuse needed to have bigger lots, bigger family areas and so it kind of was written to ensure that happened and see
374 this kind of taking it the other way.

375 [7:02:27 PM](#)

376 Commissioner Thorson stated after thinking about it a little more they bumped it the 8 foot bay window to 15 feet, it is
377 easier to build in 2's and 4's so would go to 16 feet just because that would allow a 12 foot full bay plus 4 foot for returns,
378 2 feet on each side and just because it is easier to build in 2's, it is cheaper.

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[7:03:03 PM](#)

Public Hearing opened.

[7:03:24 PM](#)

Ray Zaugg, Syracuse, stated was on the committee that helped revise the General Plan and agree with what Commissioner Rackham said they have certain zones and within them they allow certain size home sand certain setbacks and if they continue to change these to suit a developer, here again where do they stop. So it is the same things as his previous comment, they need to set an ordinance and this is what it is, if don't like the ordinance, go build somewhere else.

[7:04:08 PM](#)

Public Hearing closed.

[7:04:19 PM](#)

Commissioner Jensen stated on Section C) 1, the proposal is to change the amount that can encroach from 8 feet wide to 15 feet wide and Commissioner Thorson suggested 16 feet, was going to suggest 24 or 25 because that is essentially 2 bedrooms wide but is certainly not opposed to going 16 feet wide at the very least and wouldn't mind seeing it go to 25 feet but doesn't know how the rest of the Commission feels. Commissioner Thorson stated he would disagree, want it to be a bay window not an overhung upper story and 1 bedroom is a bay window, 2 bedrooms is an overhung upper story, so suggest 16 feet. Commissioner Jensen stated fair enough. Commissioner Day stated he supports Commissioner Thorson. Commissioner McCuiston agreed. Commissioner Vaughan also agreed.

[7:05:25 PM](#)

Commissioner Jensen stated number 2, like the change it is actually restricting it further so think it is a good change and thanked staff for putting the 3 feet in the side yards in. Commissioner Vaughan stated that also takes accessory buildings out. Commissioner Jensen stated the addition of primary does take accessory structures out.

[7:06:13 PM](#)

Commissioner Vaughan stated number 3, 50% of the total width, would they like to keep it at 33%. Commissioner Moultrie stated he would like to change it to 75% especially on a 2 story some of those footprints are very small, 75% would give them a good size patio. Commissioner Rackham stated that number is the amount that can encroach in so the more we give them the more encroachment they are going to have. Commissioner Moultrie doesn't see a problem with a covered patio, it's not a house. Commissioner Rackham stated it is part of the house. Commissioner Moultrie stated it isn't any different from planting several trees around their yard. Commissioner Vaughan asked staff on a covered patio would an applicant be permitted to enclose one wall that encroaches. Planner Davies stated the way it is proposed in the R-3 zone it would have to be open on 3 sides so whatever 3 sides that would be if it is attached to the house then automatically one side is closed off so the other 3 would be open. Commissioner Vaughan stated how do they define shade or any particular material that is shade is made of whether it can be tethered in place or anything like that. Planner Davies stated if it is framed in, according to the building code to his understanding a wall isn't a wall until it is framed in but would have to doubled check that. Commissioner Vaughan stated so someone can have a very, very sturdy wood panel shade hanging by hooks on that wall and that would be permitted. Planner Davies stated is not sure but would have to double check with the Building Department before gave anything definitive on that. Commissioner Thorson asked if the 3 side rule, specific to the R-3 zone, does that 3 side rule not apply to the R-2 and R-1 zones. Planner Davies stated yes it hasn't been an issue in the other zones as far as building massing goes. Commissioner Vaughan stated is trying to look at the loop holes that Commissioner Moultrie was discussing and whether or not someone could get around at. Commissioner day stated he would support Commissioner Moultrie in the 75%.

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Commissioner Jensen stated although it would make it more complex even if it is an R-3 if they wanted to enclose the sides as long as it is not encroaching into the setback wouldn't hurt his feelings but as far as enclosing it on 3 sides as to what is extending into the setback that sort of makes sense but would a lattice be considered enclosed. Planner Davies stated he doesn't know to be honest. Commissioner Jensen stated a lot of people will put lattices around their decks and that is not really a wall. Planner Steele stated if they wanted to they could put a definition of what are imaging open to be, if were to interpret it, if it is not a wall or if it permanently installed like a lattice would say that it not open, shade would say that is open. Commissioner Jensen stated he is thinking about that cross hatch lattice stuff that has like 2" gaps, that kind of looks like a wall. Planner Steele stated it creates some gray area, if the lattice is nailed in and a permanent fixture would say that is closed, but it is a gray area so maybe should be some sort of definition if what they want by open or could strike it.

[7:10:24 PM](#)

Commissioner Vaughan stated generally statewide ordinances when proposing something they have what is called legislative intent is what they try to get a rule to cover an address and just wondering if there is some appendage or an asterisk or something or other that can be put in so that if someone did come in for this and said it was not technically a wall would staff be able to catch that so that they couldn't put up that type of item or if they went ahead and did it without asking permission form the next door neighbor and it was reported. City Attorney Roberts stated when looking at legislative intent the courts first look at the plain language of the statue so if it is important to them it should get in the statute, resort to other means of discerning legislative intent when the plain language is ambiguous so if it is not ambiguous then a court wouldn't even bother so wouldn't matter if had an asterisk or not so if this is important to them it

440 would be good to flush it out and get it in the code. Commissioner Vaughan stated so they are clear the way it is written
441 then.

442 [7:11:39 PM](#)

443 Commissioner Jensen stated maybe if they said open and not screened would that convey the intent because a
444 lattice could be considered a screen. Planner Davies stated it just depends on what they want to do, do they want to have
445 it permanently open and no obstruction at any time so people couldn't put a blind in or do they want to make it so that it is
446 certain types of enclosure because they could just make it open and say can't obstruct it at all in an R-3. Commissioner
447 Jensen stated essentially if are trying to keep it open what is after is lattice but not after mesh so if they want to put
448 mosquito netting up think that is okay since West Nile is kind of a scary thing but whatever they are trying to accomplish
449 there. Planner Davies stated could say non-view obscuring so it could be any type of material as long as it is non-view
450 obscuring, so it could be a screen or like a blind or something like that or could not say anything and don't have to allow
451 someone to do that. Commissioner Jensen stated he does think Commissioner Rackham's point is valid that essentially
452 this is when they created the zones the idea was with the R-3 was that in exchange for them getting the smaller lot
453 essentially they would have a smaller building footprint and this does they allow up to 4 and this is actually clarifying the
454 R-3 a little bit better but by the same token that is really adding an additional 10 feet that they could encroach because
455 before they couldn't go closer than 20 feet and now are allowing them to go to 10 feet so that does change the footprint of
456 the R-3 a little bit from where it was because now they will just build to the rear setback rather than leave space for their
457 deck.

458 [7:13:54 PM](#)

459 COMMISSIONER JENSEN MADE A MOTION TO RECOMMEND TO CITY COUNCIL AMENDMENT TO 10.30.050
460 YARD ENCROACHEMNTS WITH THE CHANGES OF 15 FEET CHANGED TO 16 FEET AND 50% CHANGED TO NOT
461 EXCEED 75%. COMMISSIONER DAY SECONDED THE MOTION. COMMISSIONER JENSEN VOTED NAY. ALL
462 OTHER COMMISSIONERS VOTED IN FAVOR, MOTION CARRIES WITH A MAJORITY VOTE. (Commissioner Jensen
463 voted nay because in regards to item 3 but thought the other 2 changes were good.)

464 [7:15:41 PM](#)

465 7. **Code Enforcement Regulation Updates - Title 10.40.030 regarding parking vehicles, trailers, boats in side and back**
466 **yards**

467 City Attorney Roberts stated a couple months ago they sat down with a few Council members and looked at different
468 Code Enforcement issues and one of those was parking in residential parcels mostly and this happens to fall within the
469 zoning code and it is part of several changes but the long short of it essentially it would permit, it currently prohibits
470 people from parking in unimproved areas so if it is not a parking surface like asphalt or concrete and have also allowed
471 gravel or that kind of hard surfacing then it wouldn't be permitted even if it was a backyard, side yard or anything. What
472 this change does is it would permit people to park in their backyards if they want whether there is a hard surface there or
473 not it would also allow people to park in their side yards and side yards defined in the zoning code is as anything behind
474 the face of the building so it wouldn't include diagonally up to the right or up to the left it would be a straight line from the
475 plane of the house and that could also be done without a hard surface. With corner lots did also look at that and the
476 requirement there would be they would have to a 6 foot fence running along the side of it so couldn't see the vehicle right
477 next to the right of way. For non-residential so Business, Industrial and also undeveloped parcels it would still be unlawful
478 to park if it is not a place that is improved for parking so if have a vacant lot can't just park cars there. There was a section
479 about tractors at the Council meeting last week when they went over this in the work session they wanted some more
480 clarification and the idea there is if it is an A-1 zone would except to see farm equipment and tractors and so this wouldn't
481 prohibit a person from parking a tractor in any yard whether it is a front, side or back yard. Also added some clarifying
482 language today would be inserting after property 'in any yard areas of the A-1 zone'. Lastly as far as the restoration
483 permits are concerned rather than having 2 restoration permits per individual it would be 2 restoration permits per address
484 so wouldn't potentially have 4, 5 or 6 projects cars in the back with different people living at the address claiming them so
485 it would just be 2 per address. Because this is a zoning code they would like to solicit the Commission's input and if have
486 any suggestions or ideas are expecting to bring this back to the Council next week but just needed to go through the
487 Commission, it is not scheduled for a public hearing because didn't have time but will be scheduling a public hearing in
488 the City Council meeting next week and that has been noticed.

489 [7:19:02 PM](#)

490 Commissioner Vaughan stated when talking about setback is that going to be setback from the front of the house
491 closest to the street or is that going to be setback from the portion of the house directly adjacent to where this parking
492 area would be his concern is if they have a garage that is setback 6, 8 or 10 feet from the front of the house that would
493 mean that an applicant could be able to park his vehicle up flush with the front of the house as opposed to the garage for
494 example that would be directly adjacent to that so would achieve a better setback from the street for any parked vehicles if
495 it were behind the setback of a recessed garage. City Attorney Roberts stated in subsection 5 there is a requirement that
496 even if are with the plane to the house it has to be at least 20 feet from the right of way so a person couldn't be closer
497 than that otherwise would need to look at the definition of side yard. Commissioner Vaughan stated what they have
498 before them says street and just mentioned right of way and that was his question, did they mean the right of way which
499 would include the verge and the sidewalk or is it just strictly the street which would be curb line. City Attorney Roberts
500 asked which section he was referring to, they are only looking at changes to 10.40.030 any other changes are not in the
501 zoning codes so those aren't before them. Commissioner Vaughan stated he was reading from the actually statute.
502 Commissioner Jensen stated it wasn't in the packet but at City Council there was some mention of the larger vehicles and

503 parking in the street and that is not in the packet. City Attorney Roberts stated that is in the traffic and parking sections
504 which don't come before the Planning Commission. Commissioner Jensen stated those don't apply to the Planning
505 Commission, has a suggestion for that but can bring it up at another time. City Attorney Roberts stated next week there
506 won't be a public hearing for that section but can bring it up at some point. Commissioner Jensen stated he was just going
507 to suggest that 26,000 is the standard for CDL so there was something in there about 15,000 so was going to suggest use
508 26,000 because that is the cut off for the license, 26,00 pounds, but can make that comment next week. Commissioner
509 Thorson stated in subsection 1, they referred to allowed uses are in section 5, 'except as provided in subsection 5' and
510 then 5 only deals with side yard, the second sentence of section 4 believes should be included in section 5, section 4
511 starts out with a negative, 'not parking in the front yard' and then the second sentence gives the positive, 'may park on a
512 driveway' but the first subsection refers to 5 only instead of 4. City Attorney Roberts stated so should be 'as provided in
513 subsections 4 & 5'. Commissioner Thorson stated probably, doesn't like the way 4 is written because it starts with a
514 negative and ends with a positive would either split them up or reverse but that is up to whoever is writing it. City Attorney
515 Roberts stated so the suggestion would be to move that second sentence in 4 into subsection 5. Commissioner Thorson
516 stated that is what he would do.

517 [7:22:48 PM](#)

518 Commissioner Jensen stated this brings up an interesting point on arterials and major collectors and such they
519 require the semicircular or loop driveway so they don't have to back out into the street, subsection 4 would actually conflict
520 with that because it says it has to be connected directly to the garage so can't have the front loop. City Attorney Roberts
521 stated he is not familiar with that particular requirement, does the City require a round driveway with 2 entrances.
522 Commissioner Jensen stated essentially like on Antelope Drive with new construction are requiring they have a loop
523 rather than just back out and so subsection 4 would actually disallow that loop although elsewhere in the code it does
524 mention it is a requirement so think they need to maybe marry those two so that they are not conflicting. City Attorney
525 Roberts stated it is driveways leading to or directly adjacent to a garage assume that would be approaches but leading to
526 the garage. Commissioner Jensen stated the other thing too is don't want to discourage people if want to have that little
527 driveway moved in front of their house don't think it is a bad thing, it does soak up yard space a little bit but some people
528 like to have those little circles for their neighbors to pull in when they come to visit. City Attorney Roberts stated could put
529 in a reference to that section that permits or requires that. Commissioner Jensen stated they certainly don't want the
530 entire front yard paved but could loosen that up a little bit.

531 [7:24:31 PM](#)

532 Commissioner Vaughan stated if reading this correctly, under number 4, if had an unattached boat could park it in his
533 driveway in front of a garage door but if it is parked 6 feet to the right can't park it there. City Attorney Roberts stated if it is
534 a paved area like an RV pad then it would be okay. Commissioner Vaughan stated so can have an unattached boat
535 parked in his driveway but can't have it one car lengths to the right or left if it is not a paved driveway. City Attorney
536 Roberts stated correct, if it is juts parked on the grass then that wouldn't be allowed there just want that on the side yards.
537 Commissioner Vaughan stated is just mentioning that because there are several neighborhoods where have dead
538 vehicles parked in the driveway or snowmobile trailers with snowmobile trailers on top of them in front of the garage right
539 now and his particular feeling is those type of vehicles should not be in front of the setback period and would like to see as
540 far as a prohibited locations any unattached trailer or inoperative vehicle or any vehicle being worked on for automotive
541 repairs in the driveway if that is going to be done it should be done behind the setback and so would like to see this really
542 tightened up in regards to that. Does not believe in the rock, believe it should be paved, it should be hard paved wither
543 asphaltic or poured cement for a pad and the reason being it says if put rock or gravel down a concrete slab is generally
544 poured 3-4" thick, a layer of gravel is a 1/4" and there is nothing in there to say it is 3" of gravel or 4" of gravel or has to be
545 inspected, so if someone gets s spoonful of gravel and throws it down has gravel on his side yard, it's an extreme case
546 but they have all seen some of those house where that is what they are doing right now and think one of the intents here
547 also is to have a slab there a solid surface there is for fire prevention purposes so do not have grass growing up, it
548 happens if have gravel are going to have grass or weeds come up along the side and in the Summertime it can be a fire
549 danger. Perhaps and have not been to the house but as everyone probably knows there was a house that caught fire
550 because of fireworks thrown in a trash can besides a house and don't know how close that trash can was, if it was on dirt
551 or gravel or a concrete slab but perhaps if that would have been on a concrete surface it may not have crept along the
552 ground and burned up the house and caused \$100,000 worth of damage so his general feeling on this is to tighten it up.

553 [7:28:17 PM](#)

554 Commissioner Jensen stated wanted to deal with the easy one first since the Council brought it up at the last
555 meeting, suggested the provisions when talking about tractors in kept for agricultural use not restrict to an A-1 zone.
556 There are several farmers that have farm equipment in R-1, R-2 and R-3 zones and the City Attorney at that point pointed
557 out although not entirely sure the language allows that essentially as long as they are parking in the side or rear yard that
558 is not an issue, the issues would have with section 6 is that sometimes park a tractor in front yard to wash it and so it
559 might not be parked there long but it is parked there so that code enforcement would beat them up all the time but think
560 that restricting it just to the A-1 zone is problematic especially where allow it in R-1 but the bigger issue have with that in
561 general think that as long as tractors meet the same requirements as other vehicles don't think they need to call them out
562 separately necessarily. As far as this title and he and Commissioner Vaughan will disagree on when someone purchases
563 a lot essentially certainly when they purchase something within the City there is somewhat expectation that they are going
564 to give away some of their property rights in the exchange for the benefits the City offers but sometimes think they create
565 ordinances like this and this ordinance is already existing but get in situations where are essentially limited what property
566 owners can and can't do on their property and certainly when they talk about setbacks and that type of thing is one thing

567 but certainly want to make sure they don't have nuisance hazards basically habitats for animals or that type of thing being
568 created but by the same token really don't think it should be the City's business as long as the person is keeping their
569 yard in general good repair and as long as they don't have weeds growing into vehicle or that type of thing just don't think
570 it is the City's business to get into. A comment that was made at the last City Council meeting was they could always
571 come in and ask for a hardship and maybe be given an exception but if the City is not going to enforce it then why even
572 have it on the books because essentially then get into the situation where it becomes arbitrary where they might be nice to
573 one land owner but not nice to the next one and so think in general think as long as the area where the vehicles are being
574 parked is well maintained think that is a separate issue as to basically whether are fixing something in their front yard or
575 not. In the past they have had a lot of people in Syracuse and certainly with the generations growing up now don't do it as
576 much in the past a lot of people would go to Checker Auto Parts or O'Reilly Auto and buy their alternator and just install it
577 in their car and may not have a side or rear yard to do that and might just have their front yard and doesn't have a
578 problem with that and they should be able to do that it is their ground but by having this ordinance they are taking that
579 right away from them with what was being proposed so would actually like to see this ordinance relaxed a little bit and
580 knows is in the minority on that essentially just try to descent to that effect.

581 [7:31:31 PM](#)

582 Commissioner Rackham asked staff if this is also applied to construction vehicles, when they build homes they park a
583 trailer in front of it, are they exempt from this ordinance. City Attorney Roberts stated this is generally referring to long
584 term parking, if it is there temporarily while wash car that is not the type of thing this ordinance is addressing, if someone
585 were to complain about that that wouldn't be enforced that way or read that way. Same with a construction vehicle if are
586 parked in a front lawn temporarily during construction project with a permit don't think that is the type of thing that this
587 would apply to. Commissioner Rackham stated he just wondered because they are building a home in his subdivision and
588 they have parked the trailer out on the street for 8 months now and was just wondering if that applied to those or not.

589 [7:32:42 PM](#)

590 Commissioner Jensen stated there is a separate section that would deal with the on-street parking they referred to
591 last week and the City Attorney might be able to clarify what they were talking about. City Attorney Roberts stated in
592 addition to this there were some sections on parking in the public right of way and with construction the City tries to be
593 tolerant because they have to put their stuff somewhere and thinks everyone recognizes that at some point though it gets
594 to be kind of a pain if it is there for too long. Not sure the type of trailer Commissioner Rackham was referring to like a
595 flatbed or a large trailer but generally in the code that would not be allowed but where have a building permit and are
596 trying to construct we need to be reasonable with people as well. Commissioner Jensen stated if remembers the
597 ordinance if a trailer is parked on the street they have to move it within a certain amount of time unless have a
598 construction permit. City Attorney Roberts stated yes, it is 24 hours generally for any trailer but with construction have to
599 be flexible with people when are constructing and doing things on properties. Commissioner Jensen asked if they needed
600 to write something into the ordinance for that. City Attorney Roberts stated could always think of about 50 exceptions that
601 could be written in but they could look at some sort of exception for construction vehicles. Commissioner Jensen stated
602 thinks as long as staff approves the parking spot maybe that might be a way to approach it, it is more of a Council thing.
603 City Attorney Roberts stated doesn't know if they have a parking plan know they have SWPPP's to keep from polluting the
604 storm drains but don't know if say where they are going to put their trailers or are that specific. Commissioner Jensen
605 stated the issue he is specifically thinking about is a few months ago on 1000 W just south of the 2700 S roundabout they
606 had someone put a construction trailer next to a corner lot and couldn't see the trailer when coming around the corner and
607 so they actually had to put a barricade up and some cones around it so people could see it but that would be a perfect
608 example of where wouldn't want to have a dumpster because it is right next to the intersection and is why saying might
609 need to add some type of discretionary language to deal with those situations where it is not out within so many feet within
610 an intersection and that might be covered elsewhere but maybe make that more clear. City Attorney Roberts stated they
611 can look at adding something in like that might not be in this section but it would be in the section the Council has.

612 [7:35:28 PM](#)

613 Commissioner Vaughan asked City Attorney Roberts if he was the one who will be drafting this change. City Attorney
614 Roberts stated yes and whatever sections they want to change but seems like there are 2 sections that seems there has
615 been agreement on that half of number 4 should be its own section or be moved to number 5 and seems to be maybe
616 makes more sense to just have it be its own section. In number 4 with the semi-circle driveways did some word crafting
617 and think it is easy to just fix that by saying 'other than parking in driveways installed in compliance with City code' so as
618 to encouraged and so strike a couple things and just say that. Are there any additional changes beyond those 2 changes
619 and are they supported by the whole Commission.

620 [7:36:20 PM](#)

621 Commissioner McCuiston stated would support what Commissioner Jensen is saying and think these are becoming
622 more restrictive and worried are pushing a little too far into telling people what they can and can't do with their personal
623 property so would be for less restrictive and wouldn't go any further than this and maybe even relaxing them just little bit
624 are going to cause a lot of people out there that are currently doing something to suddenly not be able to do something
625 and are going to have to figure out how to fix it. City Attorney Roberts stated generally the changes here are quite relaxing
626 compared to what they have because currently can't park even in a rear yard unless it is on concrete or asphalt so this is
627 taking it a step back on a lot of properties. Commissioner Jensen stated as far as parking on the front yard or even on the
628 side yard the main issue is going to be weed control and as long as they keep the growth underneath the vehicles down to
629 below 6" or something think that is fine certainly Commissioner Vaughan does have a pint when the stuff dries up but

630 think as long as are maintaining that don't think it necessarily needs to be concrete, gravel is certainly an option especially
631 when have farm vehicles don't park that stuff on gravel just park it where park it and that doesn't quite apply here but think
632 once start talking about side and rear yards think as long as are being responsible about keeping the growth to a
633 minimum think that is really all they need to be watching.

634 [7:37:59 PM](#)

635 Commissioner Thorson stated did have a friend whose neighborhood was the subject of a Code Enforcement push
636 and complained a lot that there was a lot of warnings, don't know if they actually issued citations, but warnings about
637 parking in side yards and on unimproved areas and so suspect this is part of that and to clear some of this up. Does agree
638 that this is relaxing it a lot to park in side yards and backyards whatever want and does like the idea of parking in a front
639 yard on a paved surface. Right now it is phrased as paved and gravel is allowed but it is not specifically written that gravel
640 is okay. City Attorney Roberts stated staff has been flexible with people especially on the side and rear areas if they want
641 to put in gravel, front yards would be different. Commissioner Thorson stated the wording right now says paved and likes
642 leaving it that way because it give the option of gravel that is overrun with weeds is no longer paved, gravel that is well
643 maintained is paved and it is the discretion of the Enforcement Officer to pick a fight with who thinks is violating. They
644 talked about circular driveways and don't think they should be able to park in circular driveways so would not write an
645 exception for that because once you park in it then another vehicle cannot approach the road safely without backing out of
646 the garage into the road, they are there to have a safe access onto a highway so if park in a circular driveway then the
647 next person can't and so would leave it as approaching or adjacent to a garage, would leave the wording the way it is.
648 Commissioner Thorson asked Commissioner Jensen if he was asking to strike number 6 and not given exception for
649 tractors. Commissioner Jensen stated thinks while his issue is essentially they have farms that are in zones other than A-
650 1 so could either but when the City Attorney was mentioning that this was specifically parking tractors in the front yard and
651 not sure if it exactly said that but if are going to let them park in the side and rear yard that is not a problem but if someone
652 has a spot on their driveway to park their tractor even in the front if it is paved don't know but that was his issue is didn't
653 want to be too restrictive with it because even though there might be a house in an R-1 that maybe effectively, his house
654 is a good example and his neighbor's house they have a little pocket Ag zone but where they all have 2 plus acre lots and
655 so are in an R-1 zone but are farming so that was his concern there that want to make sure are not being too onerous to
656 those who are conducting Ag operations. Commissioner Thorson stated so wasn't suggesting striking the tractor
657 exception but just. Commissioner Jensen stated think the rest of the ordinance doesn't and think by having that there it is
658 implying that if have a tractor have to have it for an Ag use and some people may have a tractor and it is not for an Ag use
659 and so don't mind restricting parking it in the front but don't think should restrict it period, think the section lends to
660 confusion is his concern, know what are trying to accomplish but sounds confusing. Commissioner Thorson stated right
661 now it is an exception to park tractors where ever want in A-1 and all other zones a tractor would be applicable as a
662 vehicle. Commissioner Jensen stated they do allow Ag in r-1 as well so at the very least think would need to R-1 to it
663 would think. Commissioner Thorson stated would leave it the way it is, if are living in a house in an R-1 zone and you farm
664 you should farm somewhere else or your tractor should be parked somewhere other than in the front yard in a house in an
665 R-1 zone if the property isn't developed as a house in an R-1 zone a grandfather type situation think that'd be okay.
666 Commissioner Jensen stated at the very least making sure because the way it reads it says 'does not restrict parking of
667 tractors kept for agriculture use' but would just add in front yards because that is what they are trying to accomplish. When
668 read it that basically says that if have a farm operation and are not in an A-1 zone and are in R-1 that the City can prohibit
669 from parking your tractor. Commissioner Thorson stated in front yard and not in the driveway. Commissioner Jensen
670 stated in subsection 6 at the top of the section it doesn't specifically under C, for front yard and some are for side yards
671 but 6 is its own bullet point so think parking tractors kept for agricultural use in the front yard of properties in an A-1 zone
672 think then the intent is a little more clear. City Attorney Roberts stated in his presentation he proposed adding the words
673 'in any yard areas' after properties and of the A-1 zone so it would be more specific and that is what the City Council
674 asked for last week also. Commissioner Jensen stated he just wanted to make more clarification so it doesn't sound like
675 are picking on farmers necessarily since they do have a few. City attorney Roberts stated they are trying to accommodate
676 farmers in the A-1 zone.

677 [7:43:41 PM](#)

678 Commissioner Day asked staff what the background on this, is it tractors or something else that they need to be
679 worried about, are tractors really the problems or is there something else. City Attorney Roberts stated tractors came up in
680 their discussion when they were looking at the section regarding parking. Commissioner Day stated in terms of Code
681 Enforcement or people that are complaining is it, what is sort of driving this. City Attorney Roberts stated what is driving
682 this generally was people complaining about Code Enforcement being too restrictive of uses on their properties in R-1, R-
683 2 and R-3 zones more of the established areas not the newer subdivisions usually but the older parts of towns with the
684 homes that are more established. Commissioner Day stated like closer to Smith's or Banbury. Planner Steele stated he
685 remembers back to a City Council meeting a resident that came in and this was before Christmas and said that instead of
686 buying presents for his children is going to have to buy gravel to park his trailer on and think lived on 2000 W somewhere
687 and that is what is spurring all of this is that the ordinance says can't park a trailer anywhere unless it is on a hard surface
688 so that is what are trying to address and in away give direction to the Code Enforcement Officer, his job is to enforce the
689 ordinances in place and so he goes out and does his job and so in a way are circling back and questioning whether or not
690 is it really necessary to have them park on a hard surface in the backyard or not and so that just opened up the discussion
691 and the City Attorney has done a lot of research with Councilmembers to try to get direction if are going to have and have
692 a lot of trailers in the Syracuse have to say there are so many trailers so if 50% if the population have trailers where do
693 they want them to park them. Commissioner Moultrie stated behind the fence. Commissioner Jensen stated there was

694 one other thing that was brought up in a Council meeting that brought this about and that kind of ties in with the property
695 that was on 2000 W over where SR-193 ends there was an issue there where the property owner adjacent there got sited
696 about some debris or something in his yard yet it was right next to him and so actually went down 2000 W and was taking
697 pictures of all his neighbors and said which ones were out of compliance to highlight it and former Councilman Lurlen
698 Knight came to one of the meetings and said has all this farm equipment parked in the back and what is telling them is all
699 of this stuff has to be parked on gravel and that is just silly so that is another thing that help precipitate this and certainly
700 when talking a small lot is one thing but when talking a large lot and talking farm equipment and stuff that is a little bit
701 different of a situation and again the main goal is to keep the weeds under control that is what they are trying to
702 accomplish don't want to have a bunch of vehicles buried in forest and that type of thing.

703 [7:46:47 PM](#)

704 Commissioner Day stated after hearing some of the comments thinks would support this, whether they have
705 subsection 6 or not doesn't really think it makes a big difference in his opinion but would support this. Commissioner
706 Jensen stated as long as it is clarified is his only issue with 6. Commissioner Day stated thinks the City Attorney has done
707 a great job with the task at hand.

708 [7:47:07 PM](#)

709 Commissioner Moultrie stated the only thing he would be concerned about is people parking on the grass, think it
710 needs to be paved or gravel because grass does catch on fire especially if just got done driving the vehicle in the parking
711 lot and if that grass is dry at all it will start on fire so that would be his recommendation is they can park there but would
712 prefer it be gravel or concrete for their own safety and it look cleaner, doesn't look so run down. City Attorney Roberts
713 stated that is what the code currently says is it need to be on approved parking surface in those areas. Commissioner
714 Jensen stated is that something they might be able to use in definitions to say gravel must be at least 2' deep or
715 something. Commissioner Moultrie stated would say for example just built a new home and put gravel down because
716 couldn't afford the concrete at the time and just had the concrete after almost a whole year, so put enough gravel in that
717 is required to put concrete on top of which is usually 1" - 1½". Commissioner Jensen stated Commissioner Vaughan
718 brought up the point if they put in ¼" of gravel that could be considered a hard surface so that is why suggesting some
719 type of standard if are not going to use concrete or asphalt, at least 2" or 3' thick or whatever that number is, not that code
720 enforcement is going to go after them but it will be pretty obvious what is thick and what is not when looking at it.

721 [7:49:00 PM](#)

722 City Attorney Roberts stated he needs a motion from the Planning Commission with a recommendation this week for
723 the next City Council meeting for a public hearing. City Attorney Roberts stated it is a land use ordinance so needs the
724 Planning Commission's motion. Commissioner Vaughan asked any other Commissioners agree with him on requiring
725 paved surface for side parking. Commissioner Jensen stated it depends on the definition of paved, if includes gravel then
726 fine in the front yard at least once get to side yards it is different so thinks there is some disagreement there maybe.

727 [7:50:38 PM](#)

728 COMMISSIONER DAY MADE A MOTION TO RECOMMEND AS WRITTEN TO CITY COUNCIL FOR APPROVAL.
729 COMMISSIONER MCCUITION SECONDED THE MOTION. COMMISSIONER THORSON STATED THERE IS A
730 TECHNICAL ERROR THAT THERE IS A PORTION OF SECTION 4 THAT SHOULD BE MENTIONED IN SECTION 1.
731 COMMISSIONER DAY MADE A MOTION TO AMEND HIS MOTION TO CORRECT THE TECHNICAL ERROR
732 REFERRING TO SUBSECTION 4 & 5 IN SUBSECTION 1. COMMISSIONER MCCUITION RESECONDED THE
733 MOTION. COMMISSIONERS JENSEN, MOULTRIE, RACKHAM & VAUGHAN VOTED NAY, COMMISSIONERS
734 THORSON, MCCUITION AND DAY VOTED IN FAVOR. THE MOTION FAILED WITH A 4/3 VOTE.

735 [7:51:54 PM](#)

736 Commissioner Vaughan stated guess everyone does want paved then. Commissioner Thorson asked if the nays
737 would like to make a motion. Commissioner Vaughan stated the floor is open for another motion. Commissioner Jensen
738 stated unfortunately his is a philosophical nay think are this ordinance is just taking away too many property rights to
739 begin with that is his nay and don't think any language tweaking they are going to do here will solve it.

740 [7:52:20 PM](#)

741 Commissioner Vaughan asked the nays what would they like to see changed to make their vote an Aye to get this
742 approved. Commissioner Moultrie stated would have to paved on the one side, gravel or concrete something not just
743 parking on grass. Commissioner Thorson asked if that is anywhere on the property or just on the side yard. Commissioner
744 Moultrie stated side yard and front, whatever people see. Commissioner Vaughan stated they are talking primarily behind
745 the setback, right. Commissioner Thorson stated right now it is written that it be paved or gravel in the front yard and
746 anything behind that. Commissioner Rackham stated does not like the 'anything behind that' tend to agree need to put
747 something down otherwise it goes on grass or weeds and it just becomes an eyesore to the people behind them.
748 Commissioner Moultrie stated especially if they don't have a fence then all the neighbors get to see that beautiful site so it
749 has to be clean. Commissioner Vaughan asked if could agree on that, gravel or concrete on the side, can they make that
750 change, anything else, wonders if the motion was made now to accept it with that change. Commissioner Thorson stated
751 is wondering if are extending the paved area and by paved are including acceptable gravel but is going to say paved
752 because that is what is says, paved area extends to side yard but not into the back yard or is it the whole lot.
753 Commissioner Vaughan stated thinks they are just talking side yard. Commissioner Jensen asked Commissioner Moultrie
754 if he meant front and side. Commissioner Moultrie stated yes, front and side. Commissioner Vaughan stated C, 1 at the
755 top very first sentence is side yard, not talking back yard. Commissioner Rackham stated that is where he had his
756 contention, think if are going to park it in the back yard still need a hard surface, it can be gravel but if are going to park in

757 their back yard they are going to leave it there for a while and weed are going to grow and the neighbors are going to
758 have to deal with it. Commissioner Day stated this may be a very elementary question but when they say paved they
759 mean gravel, concrete or asphalt and asked City Attorney Roberts is that correct when they say paved they mean gravel
760 or concrete or something else. City Attorney Roberts stated general when they say paved they mean asphalt or concrete
761 but they have been flexible with people with the side trailer parking areas saying needs to have gravel at least but don't
762 believe the definitions specifically call out asphalt or concrete. Commissioner Moultrie stated they could add those 3 in the
763 definition of paved surface that it has to be concrete, asphalt or gravel. Planner Steele stated thinks that has been some
764 source of confusion. Commissioner Jensen stated the fourth one could be pavers but that is another story. Commissioner
765 Vaughan stated if they accepted gravel could they say 2" or 3" so don't have people throw some gravel down.
766 Commissioner Thorson stated he would not go beyond paved think they would have to maintain the gravel to an
767 unobjectionable condition and a gravel surface should have a higher requirement to the point of being unobjectionable as
768 if it were paved that is in the front yard the way it is written. Commissioner Vaughan stated to the City Attorney that it is
769 the Chairs opinion that they are not ready for this to be finished tonight and wondering if there is any pressure for them to
770 get it done tonight or would he have any problems if they continued it to their next meeting. City Attorney Roberts stated
771 knows the Council was hoping to move on this it has been on the back burner for a little while, it is scheduled for a hearing
772 next week so they could always take comments next week and then await the Planning Commission's recommendation
773 they only have business meetings once a month so this would mean it would wait until August before it could be
774 approved.

775 [7:57:14 PM](#)

776 Commissioner McCuiston stated it doesn't seem like they are that far from a decision really. Commissioner Jensen
777 stated they just need 1 vote and they have 4, so if someone puts a motion forward they would have 4. Commissioner
778 Vaughan stated just for the sake of getting the parts they do agree on out of the way. Do they have any problem with
779 number 1, none. Number 2, none. Number 3, none, Number 4, Commissioner Thorson stated the only issue is section 1
780 only refers to number 5 as allowances and number 4 contains an allowance. Commissioner Jensen stated so change it to
781 as provided in sections 4 & 5. Commissioner Thorson stated that would be the simplest thing. Commissioner Vaughan
782 stated number 5, Commissioner Thorson stated he voted yay, the parking in the side yards should be allowed on any
783 surface sounds like there were a couple nays that suggested that side yard be required to be paved as well and in
784 addition the nays wanted the whole yard if it is parked anywhere in the yard be paved.

785 [7:59:54 PM](#)

786 Commissioner Jensen asked if he could propose a split on that since it talks about an opaque fence if it is on the side
787 yard, if it is paved don't need the opaque fence but if it is not then it needs to be behind a fence. City Attorney Roberts
788 stated the opaque fence is just for corner lots, not all lots. Commissioner Thorson stated that could satisfy some concerns
789 but it doesn't satisfy the weed and side from back yards. Commissioner Thorson stated on number 5 if it gained support
790 would add the word 'paved' on residential properties 'vehicles and trailers may be parked on a paved side yard as defined
791 in section' and then that would include the paving requirement for side yards.

792 [8:00:40 PM](#)

793 Commissioner Vaughan stated Number 6, none. Commissioner Jensen stated the City Attorney Roberts stated he
794 had some changes on that so as long as he makes the modifications there it is good. Commissioner Vaughan stated the
795 last paragraph for restoration permits to the address as opposed to the individual and think everyone agreed with that.

796 [8:01:30 PM](#)

797 COMMISSIONER MCCUITION MADE A MOTION THAT THEY APPROVE THESE MODIFCATIONS WITH THE
798 CHANGES THAT SUBSECTION 1 REFERES TO SUBSECTION 4 & 5 AND THAT SUBSECTION 5 REFERS TO A
799 'PAVED' SIDE YARD. COMMISSIONER MOULTRIE SECONDED THE MOTION. COMMISSIONER RACKHAM AND
800 JENSEN VORTED NAY, THE OTHER COMMISSIONERS VOTED IN FAVOR, THE MOTION CARRIED WITH A 5/2
801 MAJORITY VOTE.

802 (Commissioner Day clarified that paved means concrete, asphalt o gravel. Commissioner Thorson stated he would
803 leave the wording 'paved' because that provides the opportunity to enforce an unmaintained gravel and so if it is well
804 maintained gravel the Code Enforcement Officer could let it go but if it gets over run it would be in violation built that would
805 be the gray area that they are leaving opened.)

806 [8:03:46 PM](#)

807 **8. Adjourn**

808 COMMISSIONER JENSEN MADE A MOTION TO ADJOURN INTO WORK SESSION IN THE COUNCIL
809 CHAMBERS WITH A 5 MINUTE RECESS. COMMISSIONER MCCUITION SECONDED THE MOTION. ALL WERE IN
810 FAVOR

811
812
813
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815
816
817 _____
Ralph Vaughan, Chairman

818 _____
Stacy Adams, Commission Secretary

819 Date Approved: _____

Minutes of the Syracuse Planning Commission Work Session, July 5, 2016

Minutes of the Syracuse City Planning Commission Work Session held on July 5, 2016, at 6:00 p.m., in the Conference Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present:

Commission Members:	Ralph Vaughan, Chairman Dale Rackham, Vice Chairman TJ Jensen Curt McCuiston Greg Day Troy Moultrie Grant Thorson
City Employees:	Noah Steele, Planner Royce Davies, Planner Paul Roberts, City Attorney Stacy Adams, Commission Secretary
City Council:	Councilman Gailey
Excused:	
Visitors:	Ray Zaugg

[8:13:58 PM](#)

1. **Department Business:**

[8:14:07 PM](#)

a. City Council Liaison Report

Councilman Gailey stated Director Mellor kind of stole all his thunder when they were talking about this new zone, might mention a couple of things might want to look at in the verbiage that has seen so far in the description of this new one. The smallest lot size is 3000 sq. ft. feet and already negotiated is nothing less than 3500 sq. ft. Would suggest would take Director Mellor up on going down and visit Foxboro, was surprised the homes that were built on 3000 sq. ft. lots they were roomier than thought would be for him personally can't do stairs, he and his wife can't do stairs, so couldn't built anything that doesn't have a lot of stairway in it but go down and take the tour and look at it. One of the reasons why the Council is looking at this is because that corridor is going to present an issue all the way along the corridor of marketability of what can be built along the corridor that will sell. The reason why they are proposing a new zone is that if something should happen in the City down the road as that corridor continues to develop they may find that there are others that may want to do something similar. The feeling in the Council right now is nothing less than 100 acres that would not look at this zone for anything less than 100 acres. The only other thing that they discussed that was relative to the Commission is what have been talking about with this parking issue and the Council is as confused as the Commission, but they didn't get cake. Apologize for not being present at last meeting was at a family reunion and Councilman Lisonbee was going to cover that but had something come up and wasn't able to attend. City Attorney Roberts stated the with the potential zone change they are really hoping to have the Commission dig in and get our hands dirty here so didn't want to give too much direction at first except for the few things have talked about. Councilman Gailey stated would like the Commission to look at it and the smallest parcel being 3500 sq. ft. as a starting point and don't want to go any lower than that.

[8:17:44 PM](#)

Commissioner Jensen asked Councilman Gailey to briefly talk about the water audit they had a presentation on. Councilman Gailey stated they met with a company out of Houston Texas that has the software and capability of looking at flow rates in the City and looking for illegal connections and places where meters might be misreading and helping the City understand what possible revenues might be lost to the City in culinary water usage because of metering and flow rates and are going to do a study. It was a presentation given to the Council 2 weeks ago but they still have to act on that and there is both positive and negative of both of those things, what the City would be bound to would be a sharing of 60% of the increase revenues with the current business that is being proposed over a 3 year period of time or perhaps a 50% over a longer period of time. Many times when they come into cities there is no outlay for the cities at all, there is no cost to the City at all the thing that would be giving up would be future revenues that would be found as they do the flow studies to see if do have some issues with the delivery of water. Commissioner Jensen stated one of the other things they mentioned was if someone bypasses a meter so the meter is not reading this might be a way to help protect those meters. Councilman Gailey stated that is a possibility. The individual that came and represented this Company said there are cities where they find absolutely nothing and we might be one of those but there is no out of pocket cost for the City. The benefit to the City would be understanding and realizing maybe a financial gain later on, this Company would be tied to the City for revenue sharing for a period of either 3, 4 or 5 years depending on what percentage would be negotiate but that is still under negotiation. Commissioner Vaughan stated this is not an issue that would come before the Planning Commission. Councilman Gailey stated no, this is not a Planning Commission issue, it is Public Works.

[8:20:35 PM](#)

b. City Attorney Updates

City Attorney Roberts stated no updates for them.

65 [8:20:42 PM](#)

66 **c. Upcoming Agenda Items**

67 Planner Davies stated they have received an application today for the Jackson Court subdivision, the PRD over off
68 2000 W so are anticipating that to be on the agenda for next meeting. Commissioner Jensen asked staff if had heard
69 anything else from the Criddle property. Planner Davies stated no, no updates.

70 [8:21:16 PM](#)

71 **2. Discussion Items:**

72 **a. Open Space PRD 10.75.040 Ordinance Revision (Percentages & Direct Road Connections)**

73 Planner Steele stated have been working on this for a little while now and feel like are making progress and the intent
74 is to tighten up what they consider to be common space in the PRD zone. Last meeting Commission gave staff the
75 direction to address and clarify who can access the installed amenities, timing for amenities installation and method of
76 calculating the total require open space. Also there was some confusion, so created a graphic to clarify the percentages
77 required. What it says right now is open space, common space shall be a minimum 50% of the total land area excluding
78 roadways, buildings, acreage and excluding any above ground City infrastructure of that 50%, 30% shall be in open space
79 and 20% in common space. So for example if have a 10 acre development would take 50% and 30% of the total, that was
80 where the confusion was, is whether or not were taking the 30% of the total acreage or 30% of the 50% so and that is why
81 are obviously addressing this so it is not so confusion. So of the total it would be 3 acres would be open and 2 would be
82 common space. Are proposing to change it, the acres of common space would be the same, minimum of 20% of the
83 gross acreage of the project shall be developed in common space so it cuts out a step and makes it a little more straight
84 forward. Also included photos of what is considered common space and what is open space which is the entryway and
85 nice landscaping around that would be maintained by the HOA and can also include some wetland type things but are just
86 counting the acreage for the common space which are the amenities.

87 [8:23:58 PM](#)

88 **10.75.040 Minimum lot standards.**

89 (A) Density: overall density of six dwelling units per gross acre.

90 (2) A minimum of 20% of the gross acreage of the project shall be developed as common space. Common space areas
91 shall:

- 92 i. be landscaped by the developer with turf, trees, shrubs, ground cover, amenities, and an automatic sprinkling
93 system.
- 94 ii. be equally accessible and distributed for all residents of the HOA community. Access by the general public may be
95 included as agreed upon in a development agreement.
- 96 iii. be generally contiguous, not a collection of remnants.
- 97 iv. create an open atmosphere where development does not feel overly intense.
- 98 v. not include required front, side, and rear, yard areas towards common space acreage.
- 99 vi. be administered by an active homeowners association.
- 100 vii. be permanently restricted from future development and shown on the subdivision plat as perpetually common.
- 101 viii. include multiple amenities from the following list: club house, tennis court, pickleball court, basketball court,
102 playground, community garden, picnic shelter, swimming pool, park benches, walking trails, outdoor exercise
103 equipment, dog park, or splash pad. City council shall approve all proposed amenities and may approve an amenity
104 not included in this list.
- 105 ix. include approved amenities in each segment of common area, landscaping alone does not qualify a segment as
106 common space.
- 107 x. Common spaces shall be installed proportional to the progress of the development. Common space amenities not
108 completed before the recording of the phase that it resides in, shall be guaranteed with an escrow agreement amount
109 equivalent to the cost to install said amenity.

110 [8:26:56 PM](#)

111 Commissioner Jensen stated still on the record that need to designate open space on top of the common space but
112 what would propose since Planner Steele has moved the common space down into subsection 2 and maybe make that a
113 subsection 3 and change the current 2 to say 'open space shall be a minimum of 30% of the total land area' and then take
114 out all reference to common space so that there is one subsection that talks about open space and one section that talks
115 about common space and don't have to worry about the total of 50% even though it adds up to 50%, just say 30% goes
116 open space and 20% goes common space. One of the things they suggested was bumping that to 40% instead of 30%
117 but the rest of the Commission may not agree with that but if just separate those 2 entirely then don't have the issue of
118 whether take the 50% of the 50% or if it is in 2 separate sections and one says 20% and one says 30% then it is clear.
119 Planner Steele stated they could add another number and go into what think open space is and the percentage.

120 [8:28:22 PM](#)

121 Commissioner Vaughan asked Commissioner Jensen if had a specific percentage in mind. Commissioner Jensen
122 stated think the 50% they say with the Criddle property wasn't working that is why thinks they need to bump the open
123 space requirement because essentially that was so compartmentalized with all the little things they were calling open
124 space and all the houses were so close together think it just defeated the purpose of the ordinance or at least the intent of
125 when that was defined so if are going to designate open space thin it needs to be at least 40% of the development and
126 another 20% to common, that that would be better than 30/20. Commissioner Vaughan asked if had a specific place
127 where wanted to change that. Commissioner Jensen stated taking section 2 and breaking that into a 2 and 3 and 2 would

128 say 40% open space is required and 3 would say 20% common space is required and they are 2 separate things. Planner
129 Steele stated there is more than one way to figure density so if the intent is to reduce the density because essentially
130 having the open space like that would reduce the units and so can control density through minimum lot sizes or max
131 densities per acre or can require to increase the open space or can also increase the setback requirements so if the intent
132 is to decrease the density would say let's just be more direct about it and just say don't want as many units.
133 Commissioner Jensen stated the thing he is looking for is that and what bothered him and some of the other
134 Commissioners was with the last PRD they saw was that essentially it was just so uniform and there really wasn't, yes
135 there was open space there but all the houses were evenly spaced throughout the entire development and it just really
136 wasn't, it just didn't look the idea behind and a lot of the land use conferences they have been to lately is want to try to
137 cluster the homes together to create open space and felt that that development didn't do that. Certainly when talking multi-
138 family units it is a lot easier to get open space because have 4 units all on one foundation but when trying to have four
139 units and four separate foundations that is where the uniformity starts creeping in try to get away from that uniformity
140 because then it just looks like a row of houses and at that point might as well just call it an R-3. Planner Steele stated in
141 that particular development and know in general when see a lot of homes in a row that does create a monotonous type of
142 environment and agree urban design does not recommend and is not urban design to have the same setback down 1,000
143 ft. Commissioner Jensen stated that is his concern with increasing the setbacks is basically forcing that uniformity so don't
144 think increasing the setbacks is the way to go necessarily because then everything is getting spaced out evenly to try to
145 make up for the setbacks. Planner Steele stated they could explore some language to encourage some variation in
146 setbacks as well. Commissioner Vaughan stated that would be setbacks but on this particular item are looking at the
147 percentages.

148 [8:31:50 PM](#)

149 Commissioner Thorson stated they have seen this a lot of times and have talked about open space and common
150 space and they have kind of gone through a lot of refinement and his objection to the Criddle property wasn't a previously
151 agreed upon density higher than what the PRD currently allows and the Criddle property showed they could meet open
152 space in 100 different ways to the point that the open space requirement became not even needed and think that is why
153 they moved to where they are and know Commissioner Jensen would like to still include it but is of the opinion and have
154 seen it a lot of times, like the way it is written and think they have addressed his concerns and would make a motion now
155 that they, not doing that now, but would make and approve a motion right now that it be recommended to the City Council
156 as written, they have seen it a lot of time and have addressed and talked about a bunch of these different things and
157 would like to see if could get out of their hands as quickly as possible tonight. Commissioner Jensen stated just wanted to
158 be clear that all of the requirements that were added under section 2 for the common space items i-x think all of those are
159 good and should keep those and at the very least think need to get those moved forward.

160 [8:33:34 PM](#)

161 Commissioner Day stated just wanted to echo what Commissioner Thorson stated think they make a mistake by
162 referencing Criddle Farms because the process that one went through was a little bit unique and really unfortunately this
163 body didn't have a lot of part in, there is an agreement upon annexation agreement that was driven and so think by maybe
164 that being the centerpiece of what are doing is a mistake on this body but think there has been a lot of refinement and
165 think this could actually promote some good things and think more of it is the design than anything, don't think can really
166 codify a vision appropriately but really like what have changed and would vote to approve this.

167 [8:35:02 PM](#)

168 Commissioner Jensen stated it doesn't really relate to the changes they are talking about right now but something the
169 Commission might think about. Right now the Commission really doesn't get a chance to weigh in on development t
170 agreements think it might help the Commission when are making these decisions that they could at least look at those
171 agreements to understand what the underlying agreement is when trying to make these decisions so don't know if need to
172 put something in there that the Commission would get a chance to review them or something but don't think that would
173 necessarily be a bad idea but that doesn't really relate to today, but it does relate to PRD.

174 [8:35:29 PM](#)

175 Commissioner Vaughan stated so it is just the definition and percentages. Commissioner Vaughan asked staff to
176 bring it forward to the next meeting as action item.

177 [8:35:45 PM](#)

178 Commissioner Jensen removed himself from diose for the next item.

179 [8:36:05 PM](#)

180 **b. Master Planned Community Zone Creations Discussion**

181 City Attorney Roberts stated before staff gets started just wanted to preface this, it is going to be tempting to think of
182 this only in relation to the Woodside development and aren't here to talk about Woodside. This is a proposed zone and
183 this has been done in a lot of cities to some success where look have a potential for a Master Planned Community zone
184 where essentially the developer comes in through the door asking for zoning approval with a master plan, a transportation
185 plan and even with plats so would have all the information up front before decide whether to approve the zone or not and
186 of course zoning is a discretionary action by the City Council ultimately so it is not as if people are going to walking in off
187 the street and saying, 'Hey ,I want to do a MPC'. A developer is not going to waste that kind of money putting together a
188 plan like that unless they feel like it is something that the community wants. So would encourage the Commission not to
189 think of this strictly as like the Woodside zone but think of it as Master Planned Community zone and this is something

190 that could be applicable in other parts of the City or an annexed areas and just think what are the basic requirements that
191 want developers to bring through the door on that initial meeting.

192 [8:37:28 PM](#)

193 Councilman Gailey wanted City Attorney Roberts to respond to whether or not Commissioner Jensen needs to be
194 recused for this discussion since it is a zoning discussion in general and if he really needs to recuse himself. City Attorney
195 Roberts stated it is up to Commissioner Jensen's discretion if he feels it is going to be a conflict of interest. Commissioner
196 Jensen stated the reason he is recusing himself from this discussion is for right now the zone is specifically being created
197 for his property so certainly other developers can develop it later but feel where he is going to benefit from this zone he
198 can't be involved in the discussion.

199 [8:38:12 PM](#)

200 Commissioner Thorson stated think this creates a conundrum if Commissioner Jensen recuses himself it is obvious
201 that this is for a specific property and would either say Commissioner Jensen needs to participate and make it not a
202 property, this map should not have been submitted from staff and going to Foxboro as a Woodside Home development is
203 pretty blatant and doesn't know how this cannot be a single property unless they start with a different beginning point.

204 [8:38:51 PM](#)

205 Commissioner Vaughan stated at this particular point what is up on the screen then should not appear in any record
206 because how can they say that they have to turn a blind eye to the proposed development when they are showing them
207 the proposed development and even have a potential ordinance and have examples included in the packet. It is very
208 difficult would think to be able to defend an action saying no are not talking about this project but here is the project don't
209 know how they get around that particular challenge but it is kind of tough, because they know too much. City Attorney
210 Roberts stated ultimately it is too late to un-ring the bell but a developer will bring in an idea and it is an idea from another
211 city or something that has worked before so what is saying if this zone is created it will be generally applicable available
212 zone for developers with appropriate projects. With the project that has been discussed is potentially one of those projects
213 but what the Commission ultimately approve or disapprove in this zoning document might change the project because that
214 is what they are talking about is what do they want to see as a Commission in this type of a Master Planned Community
215 zone where people bring in more units which means they can do a lot more with an HOA and aren't talking about a 20 unit
216 subdivision but more like several hundred units. Could do a lot better amenities so they were sort of the reason that are
217 considering the zone but let's consider it and what is saying lets be broad and think to yourselves how do we want this
218 type of zone to develop further. Whether Commissioner Jensen recuses himself don't think there is any way that can
219 require him to come back, he can recuse himself for whether he is required to or whether he just feels like there is an
220 appearance of impropriety.

221 [8:40:56 PM](#)

222 Planner Steele stated he will just add that staff has been asked to create a tool and since are on analogies tonight of
223 the whole cake and broccoli thing and everything, there is a tool to address a need that a growing community has. The
224 City has various large acreage parcels in the City that have not been annexed and are annexed and just to be clear as
225 staff as an example let's say a hammer, staff are not hammer salesmen and not necessarily pushing 3500 sq. ft. lots, staff
226 is just trying to help the community get what they ultimately want and create the tool that if they want to have the
227 necessary tools to have the types of communities that they want this is something that needs to be created. Now whether
228 or not they pick up this tool just this one time to create something or if they want to keep it in their tool belt and deploy it in
229 other areas is ultimately up to City Council or if they throw the tool in the garbage eventually it is not in staff's hands or
230 even Planning Commission's hands and know there is a lot of fear around creating a zone and what would happen in 10
231 years down the down if another Council gets it and they do something ultimately they could create a different zone that
232 didn't like equally undesirable. Hopefully when it comes down to it staff has been directed to look at this potential tool and
233 don't think it is really a conversation of whether or not should create the tool but more of what really what are trying to
234 accomplish with it.

235 [8:43:03 PM](#)

236 Commissioner Thorson asked staff and Director Mellor mentioned why it couldn't be done under the current tools and
237 they weren't really told a reason and does staff know of the reason why it can't be done under the current tools. Planner
238 Steele stated yes, it comes down to density and flexibility in lot size and a community like Syracuse is growing and density
239 can be a pill to swallow. Commissioner Thorson stated the minimum lot size and density of a PRD aren't high enough for
240 this. Planner Steele stated yes, a lot of Master Planned Communities they call it cradle to grave and so they want to
241 create and the fact is a lot of people can't afford the larger lot and so the idea of creating a community where starting
242 families and older families can live in the same neighborhood which the idea is it creates good social interaction and more
243 of a complete neighborhood and ultimately if the City doesn't want it they don't have to, they could stick to 5 acre parcels if
244 they wanted to if felt like that was the, so it is kind of opening a broader philosophical question of who we are as a City
245 and what want but think the City Council has given them the direction that are okay with lots down to 3500 sq. ft. and what
246 that does is provide a flexibility, also toured the project and not even a quarter of the lots are that small but it just adds
247 another level of flexibility for the developer to provide a gradient of densities throughout the development so ultimately that
248 is up to City Council whether or not they want to create lots that small.

249 [8:45:11 PM](#)

250 Councilman Gailey stated generally does not like to speak, there is a difference in speaking on behalf of and in behalf
251 of and has been sent tonight to speak on behalf of the City Council which means is going to give the Commission their
252 opinion and are asking the Planning Commission to create a new tool for the City, there is universal acceptance of this on

253 the Council and feel like the City needs the tool to help do this. Now hopes it doesn't look as contrived as perhaps a visit
254 on a tarmac in an airplane but seldom has he seen the unity within the City Council that there is with this project, the
255 Council generally looks favorably on this project and would ask the Commission to try to stay with the timeline and ask
256 them to come up with a tool that they can manage this and the Council didn't know they were going to get an order for a
257 grilled cheese sandwich until they had it but now they want to add it to the menu. Universally among the Councilmembers
258 this has been accepted.

259 [8:46:53 PM](#)

260 City Attorney Roberts stated so with that in mind think it would be good for staff to sort of run through what some of
261 staffs ideas have been of what are looking for in a Master Planned Community and what do they want it to look like.

262 [8:47:04 PM](#)

263 Commissioner Day stated one thing would like to add as they commence this discussion is that think there is an
264 opportunity here not saying for or against this particular project but think there is an opportunity for the Commission to
265 contribute in a positive manner to this zoning verses talking a negative of not participating in the writing in the zoning. If
266 they take a negative approach in a sense we as the Planning Commission have lost their voice and are not going to have
267 that voice in the crafting of the zone, know that is going to be hard because for many of the reasons stated but perhaps
268 there is some good in it and they start looking at some of the positives and look how they can positively affect it.

269 [8:47:45 PM](#)

270 Commissioner Vaughan stated in a hierarchy between the City Council and the Planning Commission this is an issue
271 that the City Council has given specific direction for them to look at and review. They have already indicated a more than
272 passing vote of their approval of the consideration of this even down to lot size of 3500 sq. ft. Is correct in that they are
273 giving the Commission an opportunity to craft it with as many restrictions and possibilities and opportunities as possibly
274 can. Being as how they are the City Council they have the luxury of being able to review anything the Commission does
275 and anything they propose are well within their rights to be able to modify it once they give them something to work on as
276 have seen them do in the past. So it is an opportunity for the Commission to do that and one of the things they do have,
277 they have the ability to say as this and in other times because if they follow the projected timeframe for this they would
278 have a discussion tonight, one in 2 weeks and then it would be hoped possibly that the might be able to be ready to make
279 some type of a proposal at their 3rd meeting from tonight with that in mind they are going to have plenty of microphone
280 time to be able to say they embrace the concept of being able to have a smaller Master Planned Community with a
281 variation in density. In some ways, will use one example, in the past the City has indicated very clearly that they are
282 against very, very dense housing, most people think of that as being apartments or condos or groups of duplexes if they
283 were to go forward with a project like this they would indicate that no the City is not against condo or apartments or high
284 density things but embrace them but would like to see them put in such a way that the City has as much control over them
285 as can under the fair housing act and all of the other things have here in the State. So this is an opportunity and they can
286 say personally that no they are not in favor of this type of development in Syracuse but if have the opportunity to work on
287 it yes they can saw what they would want to see in this type of a community. There is a market for homes like this the
288 project down in North Salt lake is proof of that. Has not been to that location and has not seen their product but has been
289 able to read the newspapers and noticed that the opening price for basically their bottom unit is \$310,000 that is not
290 cheapy apartment or cheapy housing, that is a very, very tight number for square footage on a smaller lot when compare
291 that to some of the homes that are being currently offered in Syracuse. It is not as though they are looking at just throwing
292 up the most flimsy thing. In regards to Commissioner Thorson's comments it is not about zoning it is about the number of
293 units, it is not lot size it is how many buildings can they put up and how many can they sell. That is what the building
294 industry does; everybody who is in the industry knows that their average profit is 2-6% depending upon how many
295 amenities they put in so the more units they can get 6% on the more money they make, 6% of 600 units is a whole lot
296 bigger than 6% on 100 units which is what they would have. They have already seen some indications and one
297 suggestion that has been mentioned that instead of 3000 sq. ft. that was banded about that has been changed to 3500
298 sq. ft. that is a 1/7th reduction in size that means it a reduction by basically by 7.5% in the number of units. Looking at this
299 handout they were given it was initially envisioned that there would be 305 units of that size and if take 1/7th of that away
300 that is 80 units and is now down to closer to 200 units so right of the bat are already taking density away. Now this
301 particular developer in this case appears to be that the property owners in the process of buying it is very familiar of the
302 philosophy of this Planning Commission because it wasn't that long ago the project that is in between the 2 areas on the
303 map called the Cottages the Planning Commission reduced that in size something like 40-50%, remember how dense that
304 was when they started with it so they know without any direction from the City Council that the Commission is already
305 predisposed to trying to have a better product a larger if they are the same thing moving forward. So in consideration of
306 that this can be done and can craft an ordinance and think should give it their best shot and then do whatever the
307 Commission thinks and try to keep it within the spirit of what they initially were looking for, think this kind of a target but
308 are not saying this is what they want because they can't do that to the Commission, by law they can't do that to the
309 Commission. So the Commission has a lot of say in this and can do as much as they possibly can, aren't pushing back
310 are just telling the Council what their opinion is as a Planning Commission what think would be the best thing for use of
311 this type of property in this part of town and think they have a golden opportunity here.

312 [8:54:12 PM](#)

313 Commissioner Vaughan said Commissioner Rackham spoke a little earlier because he was the Chairman of the
314 committee that went through the revision of the General Plan and is intimately familiar with lot size and density and what
315 the pulse of the City was at the time so can understand his initial comments as clearly spoke them earlier this evening.
316 Commissioner Rackham stated specific to this plan that has been presented here asked the question earlier and didn't

317 feel like got a good response the City requires that houses have frontage to the road and yet these have little access
318 roads and have turned down developers before because they didn't allow them and there was no understanding of who
319 was going to maintain them so forced them to have a regular road and here are proposing it and so that issue didn't see it
320 get addressed in here as far as making sure have frontage on the road and don't have a private driveway with houses
321 behind because know there are other people in the City that would love to take their 3 acre lot and put a second home
322 behind it with a long driveway to get to it and the City doesn't allow it, like flag lots, so would that be allowed on these,
323 didn't see it really addressed in there and think that needs to be addressed. Like said earlier there really was quite a push
324 to either are going to condense the homes or lot size to have an amenity to share and this one does but are they
325 condensing them to the point where are just packing them in and then are going to come back and say the setbacks are
326 too much and need to extend beyond to have overhangs or patio covers so they really need to take a look at that and say
327 is the lot size adequate to build a home that belongs in Syracuse because one of the things they wanted was wanted nice
328 family homes, that is what came out of the committee and is his opinion also. This document that they were presented
329 with where did the draft of that come from. City Attorney Roberts asked which document is her refereeing to.
330 Commissioner Rackham stated the new ordinance. Planner Steele stated staff created it. Commissioner Rackham stated
331 because one of the things is in clusters they made very certain that contiguous meant contiguous not contiguous as long
332 as it is 200 feet away and noticed in this kind of just thrown that out the window and think they need to be consistent in
333 their documents and can't remove it from one and put it in another.

334 [8:58:08 PM](#)

335 Commissioner Thorson stated would like to note that the time is approaching 9 o'clock and are they going to go
336 beyond 9 o'clock or is he incorrect in thinking that is a time milestone they need to approve an overage. Commissioner
337 Vaughan stated he is ready to go if they are, if they can hammer out some basic philosophies on this, has gone through
338 this and it is very well written, Planner Steele wrote it and knows their philosophy and knows the philosophy of the City
339 Council and thinks he put together a tentative thing for them to, it is a starting point. Commissioner Thorson stated he
340 understands and his objection isn't to the starting point is wondering if they are going to approve an overage of time or if
341 that is necessary. Commissioner Vaughan stated there are 2 more meetings if they follow the suggestion of the City
342 Council, they can't force them if they are not ready as much as they would like to they can't force them if are not ready
343 and cannot come to agreement on this but is possible if could just run through some of this if there is anything else staff
344 would like them to know, perhaps Planner Steele could take them through some of the headings to let them know
345 everything that is being covered in here and then if at the next meeting they really come prepared to the max knowing all
346 of the paragraphs all of the thoughts all of the hot buttons for each one of them to come forward ready to discuss they
347 could pound this out as much as they have where they have their own little weaknesses and frailties and strengths and
348 desires on it. Commissioner Rackham stated regarding a question that was asked earlier if this were left as a cluster or
349 PRD or an R-3 they don't have enough information on here to decide what the density would be, could they get that.
350 Commissioner Vaughan stated part of the luxury that they have is they would have this as a site plan, this just happens to
351 be an illustration that accompanies what the possibility is of an ordinance than is drawn up and as far as if this was
352 presented to the Commission and they did have this ordinance in effect would they still say yes this marches it and
353 whether or not they like it. Commissioner Rackham stated not based on approving or not approving this want to know how
354 what they are seeing here would compare to what they have today. Commissioner Day stated on the diagram this would
355 show the density of 3.5 units per acre if that is what he is looking for. Commissioner Rackham for the total. Commissioner
356 Day stated on the map if go to the totals column on the bottom and is assuming wrong but it shows 3.5 dwelling units per
357 acre. Planner Steele stated that is correct.

358 [9:01:11 PM](#)

359 Commissioner McCuiston stated point of order according to their bylaws they are not supposed to extend past 9
360 o'clock without a vote to do so and they have not done that. Commissioner Vaughan stated he would like to extend 15
361 minutes thinks they can take care of it in 15 minutes. Commissioner Vaughan stated Chair cannot make a motion but
362 thinks they can do an awful lot in 15 minutes. Commissioner day stated he is not opposed to the timeline that sis outlined
363 in this document but is not in favor of extending tonight's meeting and thinks they should wait until next meeting.

364 [9:01:50 PM](#)

365 COMMISSIONER RACKHAM MADE A MOTION TO EXTEND FOR 15 MINUTES. NO SECOND WAS MADE
366 MOTION DIES FOR LACK OF SECOND.

367 [9:01:58 PM](#)

368 **3. Commissioner Reports**

369 None.

370 [9:02:06 PM](#)

371 **4. Adjourn**

372 COMMISSIONER RACKHAM MADE A MOTION TO ADJOURN. COMMISSIONER DAY SECONDED THE
373 MOTION. ALL WERE IN FAVOR, MOTION CARRIED UNANIMOUSLY.



PLANNING COMMISSION WORK MEETING AGENDA

July 19, 2016

Agenda Item #4 **Public Hearing, Code Amendment - 10.75.040 PRD**

Factual Summation

It has been requested that the language for common and open spaces in the PRD zone be examined to ensure that it meets the spirit and intent of the zone.

May 17, 2016 - PC gave direction to staff during the work session. Multiple ideas were discussed all with the intent to clarify what the common spaces should be like in a PRD development and how to prevent unwanted arrangement of open spaces that favors the developer and not the city or residents. Ideas included removing the open space definition all together to avoid confusion with common space, adding a minimum distance around structures that can be counted towards common space, reducing the required percentage of open space, ensuring that side and rear spaces be excluded from open spaces.

June 7, 2016 - A draft ordinance was reviewed in work session. PC further discussed the problems that need to be addressed. It was requested that the language further protect the city from 'spaghetti bowl' common spaces, and to ensure an 'open feel' in the development. It was agreed that staff would return with a revised draft.

June 21, 2016 - A draft ordinance was reviewed in work session. PC further discussed the problems that need to be addressed. It was requested that the language clarify who can access the installed amenities, timing for amenity installation, and the method of calculating the total required open space. It was agreed that staff would return with a revised draft.

July 5, 2016 - There was some discussion about bringing back the open space requirement, but the group felt that the revisions as presented were sufficient to remedy the issue at hand.

Staff has attempted to consolidate this input into the attached ordinance revision. It is recommended to maintain the definition and references to open spaces found throughout the title and focus on more clearly defining the requirements for the common areas. Also, recommended is removing the minimum percentage of open space as these areas will be provided with the minimum front, side, and rear yards already included in the ordinance and has been a source of confusion for developers.

Attachments:

- Potential Ordinance

Chapter 10.75

PRD – PLANNED RESIDENTIAL DEVELOPMENT

Sections:

- 10.75.010 Purpose.
- 10.75.020 Permitted uses.
- 10.75.030 Conditional uses.
- 10.75.040 Minimum lot standards.
- 10.75.050 Development plan and agreement requirements.
- 10.75.060 Design standards.
- 10.75.070 Street design.
- 10.75.080 Off-street parking and loading.
- 10.75.090 Signs.

10.75.010 Purpose.

The purpose of this zone is to allow diversification in the relationship of residential uses to its sites and permit directed flexibility of site design. Further, its intent is to encourage a more efficient use of the land and the reservation of a greater proportion of common space for recreational and visual use than other residential zones may provide and to encourage a variety of dwelling units that allow imaginative concepts of neighborhood and housing options and provide variety in the physical development pattern of the City. This will allow the developer to more closely tailor a development project to a specific user group, such as retired persons.

The intent of this zone is to encourage good neighborhood design while ensuring compliance with the intent of the subdivision and zoning ordinances. All dwelling units are to be held in private individual ownership. However, the development shall contain common or open space and amenities for the enjoyment of the planned community that are developed and maintained through an active homeowners' association or similar organization with appointed management. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-010.]

10.75.020 Permitted uses.

The following are permitted uses by right provided the parcel and building meet all other provisions of this title and any other applicable ordinances of Syracuse City:

- (A) Accessory uses and buildings (maximum 200 square feet).
- (B) Churches, synagogues, and temples.
- (C) Dwelling units, single-family (no more than four units attached).
- (D) Educational services.
- (E) Household pets.
- (F) Private parks.
- (G) Public and quasi-public buildings.

(H) Residential facilities for persons with disabilities and assisted living centers. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-020.]

10.75.030 Conditional uses.

The following may be permitted conditional uses for nonattached dwellings, after approval as specified in SCC 10.20.080:

- (A) Day care centers (major).
- (B) Home occupations (minor or major).
- (C) Temporary commercial uses (see SCC 10.35.050) (minor).
- (D) Temporary use of buildings (see SCC 10.30.100(A)(9)) (minor). [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-030.]

10.75.040 Minimum lot standards.

All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards:

- (A) Density: overall density of six dwelling units per gross acre.
 - (1) The development shall provide a standard road right-of-way of 60 feet which shall include curb, gutter, and sidewalk improvements;
 - ~~(2) Open space/common space shall be a minimum 50 percent of the total land area, excluding roadways, buildings, acreage and excluding any above ground City infrastructure. Of that 50 percent, 30 percent shall be in open space and 20 percent in common space;~~
 - (2) A minimum of 20% of the gross acreage of the project shall be developed as common space. Common space areas shall:
 - i. be landscaped by the developer with turf, trees, shrubs, ground cover, amenities, and an automatic sprinkling system.
 - ii. be equally accessible and distributed for all residents of the HOA community. Access by the general public may be included as agreed upon in a development agreement.
 - iii. be generally contiguous, not a collection of remnants.
 - iv. create an open atmosphere where development does not feel overly intense.
 - v. not include required front, side, and rear, yard areas towards common space acreage.
 - vi. be administered by an active homeowners association.
 - vii. be permanently restricted from future development and shown on the subdivision plat as perpetually common.
 - viii. include multiple amenities from the following list: club house, tennis court, pickleball court, basketball court, playground, community garden,

picnic shelter, swimming pool, park benches, walking trails, outdoor exercise equipment, dog park, or splash pad. City council shall approve all proposed amenities and may approve an amenity not included in this list.

- ix. include approved amenities in each segment of common area, landscaping alone does not qualify a segment as common space.
- x. Common spaces shall be installed proportional to the progress of the development. Common space amenities not completed before the recording of the phase that it resides in, shall be guaranteed with an escrow agreement amount equivalent to the cost to install said amenity.

(4) (3) The aesthetic and landscaping proposals shall provide for trees and shrubs that break up the look of having the same building style duplicated throughout the development and shall be in accordance with the Architectural Review Guide;

~~(5) For the purpose of this section, landscaping is not considered to be an amenity;~~

(6) (4) The development shall provide adequate off-street parking area(s), subject to requirements of this chapter and off-street parking requirements as found in Chapter 10.40 SCC; and

~~(7)~~(5) The development design shall include a direct connection to a major arterial, minor arterial, or major collector roadway.

(B) Lot width: determined by development plan.

(C) Front yard: 20 feet.

(D) Side yards: a minimum of 16 feet between primary structures and eight feet from the property line.

(E) Rear yard: a minimum of 15 feet.

(F) Building height: as allowed by current adopted building code, with a maximum height of 30 feet to the top of the roof structure.

(G) Structure: ~~attached~~ units shall not have a single roofline and shall have variations in architectural style between the buildings. The units shall include a minimum of two-car garages for each unit and shall not be the major architectural feature of the building. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1998; Code 1971 § 10-15-040.]

10.75.050 Development plan and agreement requirements.

(A) Subdivision ordinance requirements shall generally apply to planned residential communities. The developer shall submit a residential development plan of all project phases for City consideration and approval and shall integrate the proposed development plan into a development agreement between the developer and City. The development agreement shall undergo an administrative review process to ensure compliance with adopted

City ordinances and standards with approval by the City Council. The subdivider shall develop the property in accordance with the development agreement and current City ordinances in effect on the approval date of the agreement, together with the requirements set forth in the agreement, except when federal, state, county, and/or City laws and regulations, promulgated to protect the public's health, safety, and welfare, require future modifications under circumstances constituting a rational public interest.

(B) A planned residential development must have a minimum of five acres.

(C) The developer shall landscape and improve all open space around or adjacent to building lots and common spaces and maintain and warrant the same through a lawfully organized homeowners' association, residential management company, or similar organization.

(D) The development plan submitted for review shall show the location and building elevations with exterior building materials, size, and general footprint of all dwelling units and other main buildings and amenities.

(E) The development plan submitted for review shall include landscaping, fencing, and other improvement plans for common or open spaces, with the landscaping designed in accordance with an approved theme to provide unity and aesthetics to the project. The plan shall include all special features, such as ponds, fountains, signs, walking paths, inviting entryways, etc., together with a landscape planting plan. Common space should be the emphasis for the overall design of the development, with various community facilities grouped in places well related to the common space and easily accessible to pedestrians.

(F) A planned residential community shall be of sufficient size, composition, and arrangement to enable its feasible development as a complete unit, managed by a legally established owners' association and governed by enforceable, duly recorded CC&Rs. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-050.]

10.75.060 Design standards.

The Land Use Authority shall approve the required common building theme. The design shall show detail in the unification of exterior architectural style, building materials, and color and size of each unit; however, the intent is not to have the design so dominant that all units are identical.

Residential dwellings shall comply with SCC 10.30.020. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-060.]

10.75.070 Street design.

The Land Use Authority may approve an alternative street design so long as it maintains the City's minimum rights-of-way. The developer shall dedicate all street rights-of-way to the City. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-070.]

10.75.080 Off-street parking and loading.

For multi-unit developments, one additional off-street parking space shall be provided for each unit of four dwellings. Off-street parking and loading shall be as specified in Chapter 10.40 SCC; provided, however, that the City may limit or eliminate street parking or other use of City rights-of-way through the employment of limited or alternative street designs. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-080.]

10.75.090 Signs.

The signs permitted in this zone shall be those allowed in residential zones by Chapter 10.45 SCC. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-090.]



PLANNING COMMISSION REGULAR MEETING AGENDA

July 19, 2016

Agenda Item # 5 Preliminary Subdivision Plat 1958 South 2000 West

Factual Summation

Please review the following information. Any questions regarding this agenda item may be directed to Royce Davies, City Planner.

Location: 1958 South 2000 West
 Current Zoning: PRD
 General Plan: PRD
 Total Subdivision Area: 5.22 Acres

Summary

The applicant has requested approval of a 20 lot preliminary subdivision plat known as Jackson Court in the PRD Zone. The dimensions of these lots are as follows:

Land Use	Area (sq. ft.)	Percentage of Total Project Area	Acreage	Comments
Privately Owned Units (20)	48,339 (2,400 each)	21.3	1.11	20' front and 15' rear yard setback compliant. All units separated by 16'.
Private Driveways (20)	11,644	5.1	0.27	All are 20' by 20'.
Private Road	31,722	14	0.73	Parking areas and turnaround hammerheads provided per IFC requirements.
Public Street	15,902	7	0.37	Standard 60' ROW width and 120' cul-de-sac diameter compliant.
Open Space	71,781	31.6	1.65	Exceeds minimum 30% requirement.
Common Space	47,841	21.1	1.09	Exceeds minimum 20% requirement and contains amenities.
Total	227,249	100	5.22	None.

As is shown, all proposed land areas meet the minimum requirements for the PRD Zone. The applicant has also provided a subdivision design document showing the types of housing intended for the development. The home designs are similar to those existing in the Craig Estates neighborhood.

The landscape plan provided by the applicant shows various trees which line the public street and generally border the private road. The ordinance requires that landscaping requires that “The aesthetic and landscaping proposals shall provide for trees and shrubs that break up the look of having the same building style duplicated throughout the development and shall be in accordance with the Architectural Review Guide.” Trees have been provided between each home along the private road and to the rear of the homes to meet this requirement.

Entry landscaping is provided on proposed berms in the central common area to create an inviting space. Trees have also been provided in this space, but the applicant has neglected to provide shade trees adjacent to the proposed benches in the central common area. Without shade in the summer heat it is unlikely that these benches will be used. As such, staff recommends that deciduous shade trees be placed on the south and west side of benches to provide shade in the summer and sun in the winter for year-round enjoyment.

Existing mature trees are planned to be maintained which will provide shade and aesthetic benefit to the community. A covered gathering area with a grill, counter, and outdoor seating is to be provided in the center of the common space. The applicant has included an example of what this may look like in the subdivision design document.

Staff has also been involved in discussions with the applicant and their landscape architect about the types of amenities that will be provided. As landscaping is not considered an amenity, the only amenities are the covered grill area and two benches. Staff has expressed to the applicant that some other type of amenity would be warranted as there are currently no amenities in the Craig Estates neighborhood where this development is intended to be an extension of Craig Estates. During a concept review, the idea of an amenity that would be located on the southwestern property line of the proposed development was discussed. The applicant expressed that this may be possible but no amenity was included on the preliminary plan.

As the PRD Zone includes specific language about amenities in its purpose statement and throughout the zone chapter, it is apparent that a major aspect that sets PRD development apart from the standard residential development permitted in Syracuse is the inclusion of amenities. As such, staff recommends that an additional amenity be added, especially as this development is to be included in a development which has no amenities.

This discussion ties into the requirement of the ordinance that all PRD developments “include a direct connection to a major arterial, minor arterial, or major collector roadway.” As the applicant intends to connect their development to the existing Craig Estates development which connects directly to 2000 West, Jackson Court is intended to essentially become a phase of the Craig Estates development. Again, as no amenities exist in Craig Estates, this furthers the argument that additional amenities should be included.

All other requirements of the PRD Zone are met by this development.

Suggested Motion Language

Approval – “I move the Planning Commission recommend that the City Council approve the request of Adam Bernard for a 20 lot preliminary subdivision plat called Jackson Court consisting of 5.22 acres on property located at 1958 South 2000 West in the PRD Residential Zone.”

Table – “I move the Planning Commission continue the request of Adam Bernard for a 20 lot preliminary subdivision plat called Jackson Court consisting of 5.22 acres on property located at 1958 South 2000 West in the PRD Residential Zone until (give date) based on the following findings:

1. (list findings)”

Denial – “I move the Planning Commission recommend that the City Council deny the request of Adam Bernard for a 20 lot preliminary subdivision plat called Jackson Court consisting of 5.22 acres on property located at 1958 South 2000 West in the PRD Residential Zone based on the following findings:

1. (list findings).”

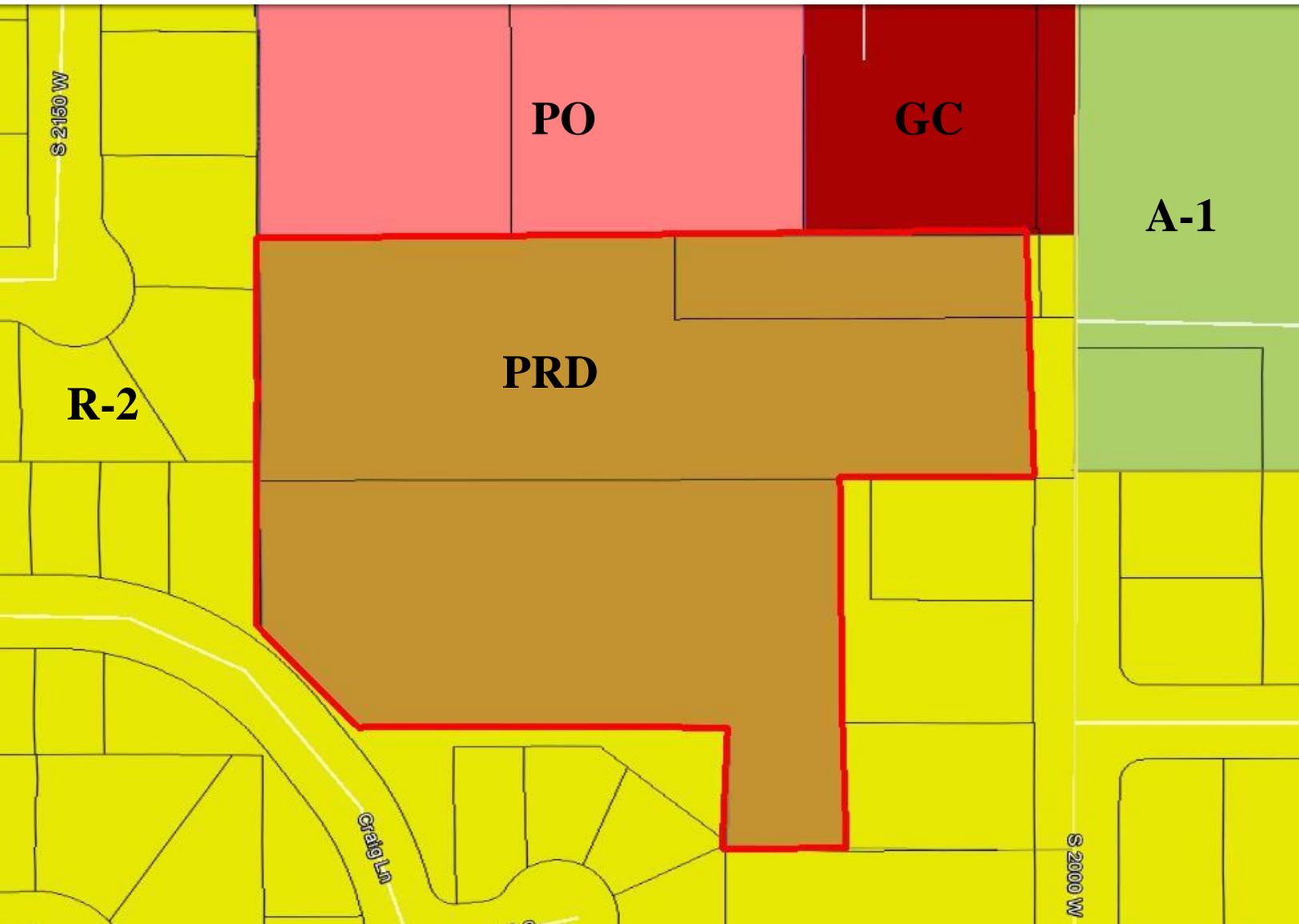
Attachments:

- Aerial Map
- Zoning Map
- Subdivision Plat
- PRD zoning ordinance
- Preliminary subdivision review ordinance
- Development Document
- Staff Reviews

AERIAL MAP



ZONING MAP



LANDSCAPE PLAN



LANDSCAPE PLAN

PRD ZONING ORDINANCE

10.75.010 Purpose.

The purpose of this zone is to allow diversification in the relationship of residential uses to its sites and permit directed flexibility of site design. Further, its intent is to encourage a more efficient use of the land and the reservation of a greater proportion of common space for recreational and visual use than other residential zones may provide and to encourage a variety of dwelling units that allow imaginative concepts of neighborhood and housing options and provide variety in the physical development pattern of the City. This will allow the developer to more closely tailor a development project to a specific user group, such as retired persons.

The intent of this zone is to encourage good neighborhood design while ensuring compliance with the intent of the subdivision and zoning ordinances. All dwelling units are to be held in private individual ownership. However, the development shall contain common or open space and amenities for the enjoyment of the planned community that are developed and maintained through an active homeowners' association or similar organization with appointed management.

10.75.020 Permitted uses.

The following are permitted uses by right provided the parcel and building meet all other provisions of this title and any other applicable ordinances of Syracuse City:

- (A) Accessory uses and buildings (maximum 200 square feet).
- (B) Churches, synagogues, and temples.
- (C) Dwelling units, single-family (no more than four units attached).
- (D) Educational services.
- (E) Household pets.
- (F) Private parks.
- (G) Public and quasi-public buildings.
- (H) Residential facilities for persons with disabilities and assisted living centers.

10.75.030 Conditional uses.

The following may be permitted conditional uses for nonattached dwellings, after approval as specified in SCC 10.20.080:

- (A) Day care centers (major).
- (B) Home occupations (minor or major).
- (C) Temporary commercial uses (see SCC 10.35.050) (minor).
- (D) Temporary use of buildings (see SCC 10.30.100(A)(9)) (minor).

10.75.040 Minimum lot standards.

All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards:

(A) Density: overall density of six dwelling units per gross acre.

(1) The development shall provide a standard road right-of-way of 60 feet which shall include curb, gutter, and sidewalk improvements;

(2) Open space/common space shall be a minimum 50 percent of the total land area, excluding roadways, buildings, acreage and excluding any above-ground City infrastructure. Of that 50 percent, 30 percent shall be in open space and 20 percent in common space;

(3) For detention ponds to be considered common space they must include amenities recommended by planning commission and city council;

(4) The aesthetic and landscaping proposals shall provide for trees and shrubs that break up the look of having the same building style duplicated throughout the development and shall be in accordance with the Architectural Review Guide;

(5) For the purpose of this section, landscaping is not considered to be an amenity;

(6) The development shall provide adequate off-street parking area(s), subject to requirements of this chapter and off-street parking requirements as found in Chapter 10.40 SCC; and

(7) The development design shall include a direct connection to a major arterial, minor arterial, or major collector roadway.

(B) Lot width: determined by development plan.

(C) Front yard: 20 feet.

(D) Side yards: a minimum of 16 feet between primary structures and eight feet from the property line.

(E) Rear yard: a minimum of 15 feet.

(F) Building height: as allowed by current adopted building code, with a maximum height of 30 feet to the top of the roof structure.

(G) Structure: attached units shall not have a single roofline and shall have variations in architectural style between the buildings. The units shall include a minimum of two-car garages for each unit and shall not be the major architectural feature of the building.

10.75.050 Development plan and agreement requirements.

(A) Subdivision ordinance requirements shall generally apply to planned residential communities. The developer shall submit a residential development plan of all project phases for City consideration and approval and shall integrate the proposed development plan into a development agreement between the developer and City. The development agreement shall undergo an administrative review process to ensure compliance with adopted City ordinances and standards with approval by the City Council. The subdivider shall develop the property in accordance with the development agreement and current City ordinances in effect on the approval date of the agreement, together with the requirements set forth in the agreement, except

when federal, state, county, and/or City laws and regulations, promulgated to protect the public's health, safety, and welfare, require future modifications under circumstances constituting a rational public interest.

(B) A planned residential development must have a minimum of five acres.

(C) The developer shall landscape and improve all open space around or adjacent to building lots and common spaces and maintain and warrant the same through a lawfully organized homeowners' association, residential management company, or similar organization.

(D) The development plan submitted for review shall show the location and building elevations with exterior building materials, size, and general footprint of all dwelling units and other main buildings and amenities.

(E) The development plan submitted for review shall include landscaping, fencing, and other improvement plans for common or open spaces, with the landscaping designed in accordance with an approved theme to provide unity and aesthetics to the project. The plan shall include all special features, such as ponds, fountains, signs, walking paths, inviting entryways, etc., together with a landscape planting plan. Common space should be the emphasis for the overall design of the development, with various community facilities grouped in places well related to the common space and easily accessible to pedestrians.

(F) A planned residential community shall be of sufficient size, composition, and arrangement to enable its feasible development as a complete unit, managed by a legally established owners' association and governed by enforceable, duly recorded CC&Rs.

10.75.060 Design standards.

The Land Use Authority shall approve the required common building theme. The design shall show detail in the unification of exterior architectural style, building materials, and color and size of each unit; however, the intent is not to have the design so dominant that all units are identical. Residential dwellings shall comply with SCC 10.30.020.

10.75.070 Street design.

The Land Use Authority may approve an alternative street design so long as it maintains the City's minimum rights-of-way. The developer shall dedicate all street rights-of-way to the City.

10.75.080 Off-street parking and loading.

For multi-unit developments, one additional off-street parking space shall be provided for each unit of four dwellings. Off-street parking and loading shall be as specified in Chapter 10.40 SCC; provided, however, that the City may limit or eliminate street parking or other use of City rights-of-way through the employment of limited or alternative street designs.

10.75.090 Signs.

The signs permitted in this zone shall be those allowed in residential zones by Chapter 10.45 SCC.

PRELIMINARY SUBDIVISION REVIEW ORDINANCE

8.25.010 Preliminary plat.

The preliminary plat shall comply with the following requirements:

(A) Submission Requirement. Submit four standard 22-inch by 34-inch copies (see standard drawing No. 1), one reduced to 11-inch by 17-inch (one-half scale) copy, plus one PDF copy of the preliminary plat, for review at least two weeks prior to the next regularly scheduled meeting of the Planning Commission, in accordance with the Community Development submittal policy. Once a complete application has been received, the Community Development Department shall schedule a public hearing within a reasonable time in light of the complexity of the application, the number of other applications received, available staff resources, and applicable public notice requirements. Such notice shall be given in accordance with SCC 10.20.050. The Community Development Director shall, if a complete application is not so submitted in a timely manner, postpone scheduling a public hearing for consideration thereof until complete.

(B) General Information Required.

- (1) The proposed name of the subdivision.
- (2) The location of the subdivision, including the address of the section, township and range.
- (3) Date of preparation.
- (4) The location of the nearest bench mark and monument.
- (5) The boundary of the proposed subdivision.
- (6) Legal description of the subdivision and acreage included.
- (7) Location, width and name of existing streets within 200 feet of the subdivision and of all prior platted streets and other public ways, railroad and utilities rights-of-way, parks and other public open spaces, permanent buildings and structures, houses or permanent easements, and section and corporate lines within and adjacent to the tract.
- (8) Easements for water, sewer, drainage, utility lines, fencing, and other appropriate purposes.
- (9) The layout, number, area, and typical dimensions of lots, streets, and utilities.
- (10) Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in a subdivision including, but not limited to, sites to be reserved or dedicated for parks, playgrounds, schools or other public uses.
- (11) Current inset City map showing location of subdivision.
- (12) Boundary lines of adjacent tracts of undivided land showing ownership.
- (13) Location of all wells, proposed, active and abandoned, and of all reservoirs within the tract and to a distance of at least 100 feet beyond the tract boundaries.

(14) Existing sewers, field drains, water mains, culverts or other underground facilities within the tract and to a distance of at least 100 feet beyond the tract boundaries, indicating pipe size, grades, manholes and exact location.

(15) Existing ditches, canals, natural drainage channels, open waterways, and proposed alignments within the tract and to a distance of at least 100 feet beyond the tract boundaries.

(16) Contours at two-foot intervals for predominate ground slopes within the subdivision between level and 10 percent, and five-foot contours for predominate ground slopes within the subdivision greater than 10 percent.

(17) The plat shall be drawn to a scale of not less than one inch equals 100 feet and shall indicate the base of bearing true north.

(18) The developer's detailed plan for protecting future residents of his development from such hazards as open ditches, canals or waterways, nonaccess streets, open reservoirs or bodies of water, railroad rights-of-way and other such features of a potentially hazardous nature located on, crossing, contiguous or near to the property being subdivided, with the exception that the developer's plan need not cover those features which the Planning Commission determines would not be a hazard to life and/or where the conforming structure designed to protect the future residents would itself create a hazard to the safety of the public. The foregoing does not relieve the developer of the duty to investigate all possible means of protecting future residents from a potential hazard before a determination is made that the only conceivable means of protection is potentially more hazardous than the hazard itself.

(19) Location of existing and proposed land drains.

8.25.020 Approval of preliminary plat.

Members of the Development Review Committee shall prepare reports of compliance with City ordinance for the Planning Commission. Following this investigation and after holding a duly noticed public hearing, the Planning Commission shall recommend approval of the preliminary plat as submitted or modified, or recommend disapproval by indicating findings for the disapproval. The Planning Commission may also table recommendation of the preliminary plat for the purpose of obtaining additional information, or to allow the developer to modify the plat submittal.

Upon receipt of the Planning Commission recommendation on the preliminary plat, the City Council shall hold a public meeting to review the preliminary plat. The City Council shall approve the preliminary plat as submitted or modified, or deny the preliminary plat by indicating findings for disapproval. The City Council may also remand the preliminary plat to the Planning Commission for further review.

City Council approval of the preliminary plat shall authorize the developer to proceed with preparation of the final plat. Approval of preliminary plats by the City Council will extend for a period of one year. If work or subsequent action by the developer to proceed to final plan review does not occur within the year following initial approval, the plan must be resubmitted and become subject to reapproval under the latest City ordinances and specifications.

8.25.030 Severability.

If any provision of this chapter or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of this chapter which can be given independent effect. To this end, the provisions of this chapter are severable.

DEVELOPMENT DOCUMENT

BARBER DEVELOPMENT



7/5/2016

Jackson Court Subdivision

An addition to Craig Estates

Barber Development

JACKSON COURT SUBDIVISION

WELCOME

This new addition to Craig Lane has been anticipated for several years. It has finally come to fruition and we are excited for the numerous opportunities it will provide to the residents that move into this beautiful location. At the heart of Syracuse, it is one of the most desirable locations for aging residents to enjoy the many wonderful opportunities Syracuse has to offer.

This subdivision is being named in honor of 4 year old Jackson Daniels who passed away on this property in a farming accident. He was a bright and vibrant little boy who loved riding on the tractor with his grandfather. He also loved all sports, but especially soccer.



COMMUNITY LAYOUT

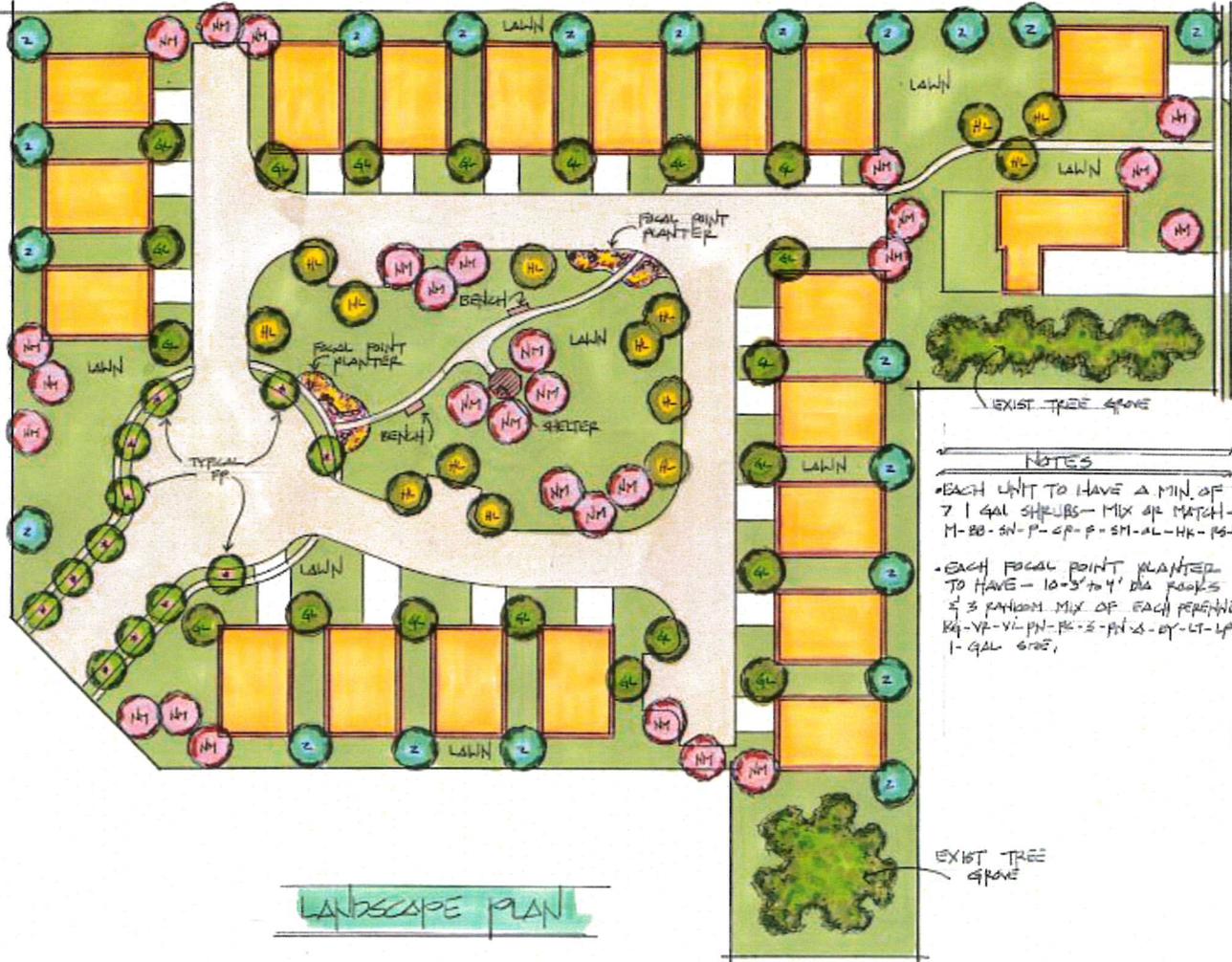


This layout is designed to allow residents of this development to benefit from a common space that they can stroll around as well as enjoy each other's company. We hope that this becomes an extension of their home by providing amenities that all can appreciate and utilize.

LANDSCAPE DESIGN

The landscape architecture of this development is designed to allow privacy and shade throughout the entire subdivision. As these trees mature and develop it will provide an enclosed and exclusive feeling that many do not have in their neighborhood, let alone in the heart of Syracuse.

The residents of this community will be a part of an HOA that will provide for the maintenance of the common and open spaces, but if desired will have the opportunity to have their own front flower bed for those who may still take pride in having an area to call their own.

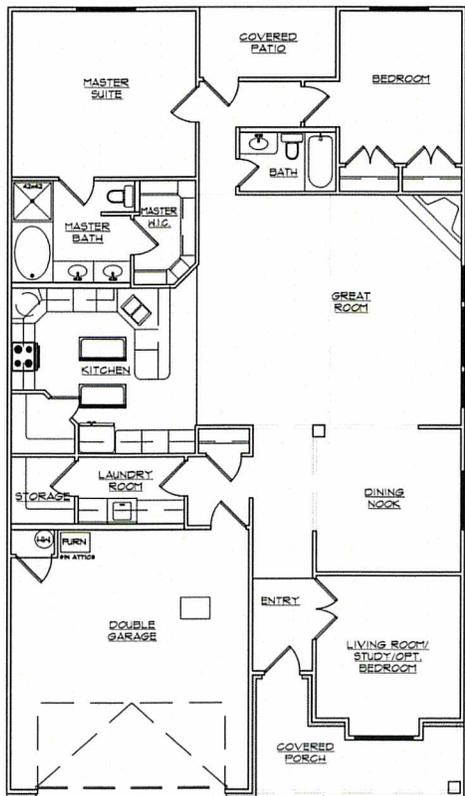


HOME PLANS

Cloverdale



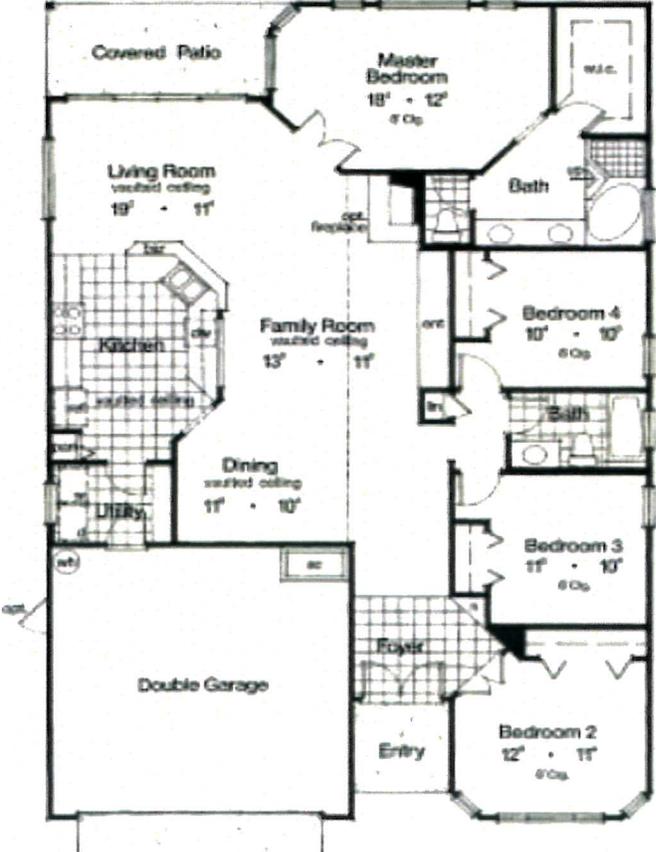
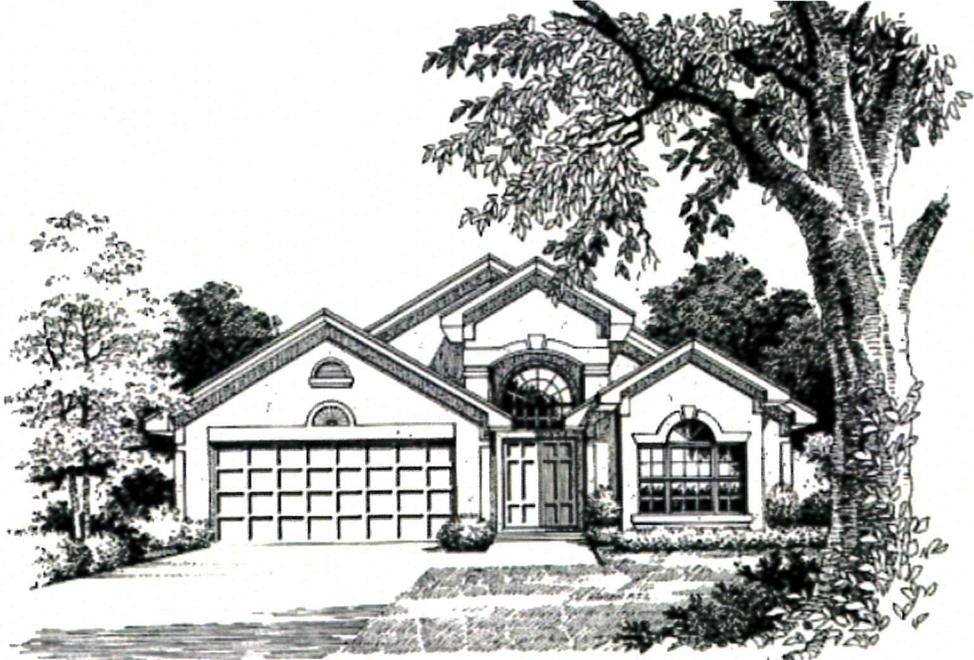
FRONT ELEVATION



MAIN LEVEL FLOOR PLAN

This home, with the open floorplan and the spacious rooms, allows you to entertain your guests and not feel cramped for space. With the bedrooms at the rear of the home it allows for privacy when needed. With the additional rooms it also allows for guests to stay over as needed.

Hidden Valley



This home is designed for those families who may need more bedrooms, but still want an open area for family gatherings and activities. The entertainment area is away from the bedrooms and allows for activities to continue even if younger children need to go to bed.

COMMUNITY DEVELOPMENT



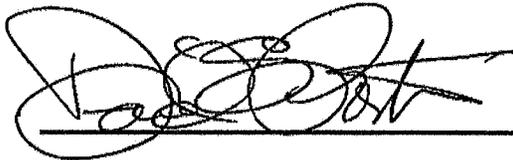
This community will be marketed to 55+ home buyers, but will be accepting of all buyers. The homes will be one level and have easy access to every room in the house.

Joining the existing HOA has many benefits including: a system for maintenance that is already in place, established HOA leadership, and a community park. The existing HOA already has CC&R and rules and regulations on file in the city that will be amended to accommodate this project.



To whom it may concern:

The Craig Estates HOA will accept into their existing HOA the additional homes that are being built at the property associated with the address of 1972 South 2000 West Syracuse. This will be on condition that Syracuse City approves the subdivision road to connect with Craig Lane.



HOA President

David Porter

9 May 2016

With this development joining the existing HOA, many on the City Council want to consider this as a fourth phase of Craig estates which has access to 2000 West. This would answer the concern in the ordinance of PRD's Zones needing to have direct access to main arterials.

FIFTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR CRAIG ESTATES, A CLUSTER SUBDIVISION

24 January 2012

This amendment ("Declaration") is made and executed on the date shown below by the Owners at Craig Estates after having been voted upon and approved.

WHEREAS, the declaration of Covenants, Conditions, and Restrictions for Craig Estates, a cluster subdivision, dated 25 June 1999, was recorded on 1 July 1999, as Entry No. 1529355 in Book 2527 at Page 488 ("The Declaration"), and

WHEREAS, the Declaration was amended pursuant to the **First Amendment** to Declaration of Covenants, Conditions, and Restrictions for Craig Estates Homeowners Association recorded 19 June 2001 as Entry No. 1669001, in Book 2830 Page 719, and

WHEREAS, the Declaration was amended pursuant to the **Second Amendment** to Declaration of Covenants, Conditions, and Restrictions for Craig Estates Homeowners Association recorded on 20 June 2001, as Entry No. 1669153 in Book 2831 at Page 126, and

WHEREAS, the Declaration was amended pursuant to the **Supplemental Declaration** to Declaration of Covenants, Conditions, and Restrictions for Craig Estates Homeowners Association and was recorded on 6 October 2006, as Entry No. 2208797 in Book 4133 at Page 1827, and

WHEREAS, the Declaration was amended pursuant to the **Third Amendment** to Declaration of Covenants, Conditions, and Restrictions for Craig Estates Homeowners Association recorded 15 June 2007, as Entry No. 2280160 in Book 4305 at Pages 86-115, and

WHEREAS, the Declaration was amended pursuant to the **Fourth Amendment** to Declaration of Covenants, Conditions and Restrictions for Craig Estates Homeowners Association and was recorded on 21 July 2008, as Entry No. 2380659 in Book 4577 at Pages 432-467, and

WHEREAS, the Declaration was amended pursuant to the **Fifth Amendment** to Declaration of Covenants, Conditions and Restrictions for Craig Estates Homeowners Association and was Recorded on (Date), as Entry _____ in Book ____ at Pages _____, and

WHEREAS, it is necessary and desirable that the Declaration be superseded and amended in its entirety as provided for herein; and

WHEREAS, the undersigned represent all owners of real property herein referred to,

NOW, THEREFORE, in consideration of the premises and the agreements and consents herein contained, IT IS HEREBY AGREED that the Declaration shall be, and the same is, hereby amended in its entirety and replaced by the following provisions as follows:

RECITALS:

NOW, THEREFORE, the property subject to easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, and assigns and shall be inure to the benefit of each Owner thereof is located in Davis County, Utah and described as follows:

SEE EXHIBIT "A" ATTACHED

ARTICLE I

1. Definitions

Unless the context clearly indicates otherwise, certain terms used in this Declaration and the foregoing Recitals shall have the meanings set forth in this Article 1.

1.01 "Assessments" shall have the meaning assigned to it in Article VIII herein.

1.02 "Association" shall mean and refer to Craig Estates Homeowners Association, Inc., (HOA) a Utah non-profit corporation, its successors and assigns.

1.03 "Board of Directors" or "Board" shall mean the governing board of the Association, which is appointed or elected in accordance with this Declaration and the Articles of Incorporation and the Rules and Regulations (R&R) of the Association.

1.04 "Common Area" shall mean all real property (including the improvements thereon) owned by the HOA for the common use and enjoyment of the Owners.

1.05 "Common Expense" shall have the meaning assigned to it in Section 8.04(a) herein.

1.06 "Common Facilities" shall mean all furniture, furnishings, equipment, facilities, and other personal property within the Project for the use and benefit of all Owners and all furniture, furnishings, equipment, facilities, and other real or personal property acquired in accordance with this Declaration by the Association for the use and benefit of all Owners. Common Facilities shall be deemed to be part of the Common Area except as otherwise expressly provided for in this Declaration.

1.07 "Declaration" shall mean this Fifth Amendment to Declaration of Covenants, Conditions, and Restrictions (CC&R) for Craig Estates, a cluster subdivision, dated 9 January 2012.

1.08 "Lien" shall have the meaning assigned to it in Section 9.03.2 herein.

1.09 "Lot" shall mean and refer to any one of the numbered plots of land within the boundary of the Project as such are shown upon and designated on the Plat for private ownership and individually numbered and are intended to be used and occupied by a single family, together with additional

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numbered plots of land contiguous to the Parcel as shown upon and designated upon subsequently-recorded plats.

1.10 “Lot Number” shall mean and refer to the number, which designates a Lot on the Plat.

1.11 “Mortgage” shall mean any first mortgage, first deed of trust, or other security instrument, which constitutes a first lien by which a Lot, or any part thereof is encumbered.

1.12 “Mortgagee” shall mean (a) any person named as the mortgagee or beneficiary under any Mortgage by which the Lot of any Owner is encumbered on (b) any successor to the interest of such person under such Mortgage.

1.13 “Owner” shall mean any person or entity or combination thereof, which, according to the official records of the County Recorder, Davis County, State of Utah, which is maintained for such purpose, is the owner of fee simple title to any Lot. The term “Owner” shall not refer to any Mortgagee unless such Mortgagee has acquired title for other than security purposes.

1.14 “Parcel” shall mean the real property, as more particularly described in the Recitals above, which is the subject of the Declaration and the Plat.

1.15 “Project” shall mean all areas within the Parcel, including the Lots and Common Area, and any and all improvements constructed thereon which are the subject of this Declaration and the Plat.

1.16 “Plat” shall mean the certain subdivision plat entitled Craig Estates, a Cluster Subdivision, which plat has been recorded in the official records of the County Recorder, Davis County, State of Utah, which are maintained for such purpose, which Plat shall identify and describe all easements which exist on the Property.

1.17 “Regular Assessment” shall have the meaning assigned to it in Section 8.04.

1.18 “Residential Home” shall mean each individual single-family residence, including garages, patios, or other such similar facilities, which are constructed, or shall be constructed, upon each respective Lot within the Project.

1.19 “Rules and Regulations” (R&R) shall have the meaning assigned to it in Section 7.04 herein.

1.20 “Special Assessment” shall have the meaning assigned to it in Section 8.05 herein.

ARTICLE II

1. Nature and Incidents of Ownership

2.01 Separate Ownership. Each Lot, together with the Residential Homes and any other improvements constructed thereon, is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, occupied, improved and otherwise used in accordance with the provisions of this Declaration.

2.02 Renting/Leasing of Homes – Restrictions

WHEREAS, the home owners of Craig Estates desire to preserve and enhance the quality of life at Craig Estates and have purchased their homes at Craig Estates for the purpose of using their homes as an owner occupied single family residence; and

WHEREAS, the home owners believe the planned Home development living concept was developed to create a real property interest wherein individuals could own their own property and enjoy the benefits that accompany ownership of real property, including the stability associated with real property ownership, both individually and as a neighborhood, as well as the security that comes to a community by having residents who are owners and are committed to the long-term welfare and good of the community; and

WHEREAS, the home owners realize that the value of their homes is directly related to the ability to sell their homes, that the ability to sell their homes is directly related to the ability of prospective borrowers to obtain financing, and that underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of non-owner occupied that can exist in a planned Home development, and further, when too high a percentage of non-owner occupied homes exist in a planned Home development, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting home owners' ability to sell their homes and depressing the value of all the homes at Craig Estates; and

WHEREAS, the home owners desire to live in a community that is orderly, peaceful, well maintained and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Craig Estates, and have determined through the years of their collective experience that home owners are more responsive to the needs of the community, take greater interest and care of the Common Area and are generally more respectful of the Association rules;

THEREFORE, to accomplish the homeowners' objectives, the following information is adopted restricting the lease/rental and lease-to-own arrangements of homes at Craig Estates HOA.

1. For purposes of this section, a "Family Member" means the parent, sibling, child or grandchild of an Owner.

For purposes of this section, a "Non-Owner Occupied Home" means: (a) For a Residential Home owned by one or more individuals, the Residential Home is occupied, but is not occupied by an Owner or an Owner's Family Member as a primary residence; or (b) For a Residential Home owned by a trust or other entity created for estate planning purposes, the Residential Home is occupied, but is not occupied by the estate planner (for whom the trust or other entity was created) or his/her parent, child, grandchild or sibling.

No more than six (6) Residential Homes are permitted to be Non-Owner Occupied Homes at any one time.

All Non-Owner Occupied Homes must be professionally managed by a Board-approved, licensed, bonded, and insured Property Management Company.

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Owners are not eligible to have a Non-Owner Occupied Home until they have occupied their Home for a minimum of one (1) year. An Owner must obtain approval from the Board in order to have a Non-Owner Occupied Home. Provided the cap set forth in paragraph 3 has not been met or exceeded, the Board shall grant approval, which approval shall be temporary, in a duration that is determined by the Board in its discretion and does not exceed four (4) cumulative years.

The Board may adopt rules with further management, reporting, and procedural requirements related to Non-Owner Occupied Homes, including requiring that certain information and documentation be provided as part of the approval process. Once the cap set forth in paragraph 3 is reached, the Board shall maintain a waiting list of Owner applicants to be notified when there is an opening.

The Owners of all Homes must comply with the following provisions:

Any lease or agreement for otherwise allowable non-owner occupancy must be in writing, must be for an initial term of at least twelve (12) months, 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;

If required in the Rules of the Association 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;

Notwithstanding any non-owner occupancy, Owners remain responsible for payment of assessments;

A non-owner occupant may not occupy any Home for transient, short-term (less than twelve months), hotel, resort, vacation, or seasonal use (whether for pay or not);

Daily and weekly occupation by non-owner occupants is prohibited (whether for pay or not); and

The Owner(s) of a Home 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 and the Board 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 and the Board arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph.

2. Lease-to-own arrangements, in which title to the property is held by someone other than a resident, will not be permitted beginning 16 August 2011, with the exception of lease-to-own arrangements that are currently in place as of 16 August 2011. These current arrangements will be permitted until they end under their own terms, title to the property is transferred (in which case the new owner must occupy the property), or the lessee/purchaser ceases residency of the property, whichever occurs first.

3. Any home owner who violates this section shall be subject to a fine of \$100.00 a day per violation notice of non-compliance, according to the provisions set forth in the Craig Estates HOA Rules and Regulations, and/or to a complaint for an injunction seeking to terminate the lease/rental or lease-to-own arrangement in violation of this section. If the Craig Estates Board of Directors is required to retain legal counsel to enforce this section, with or without the filing of legal process, the violating home owner shall be liable for all attorney fees and court costs incurred by the Board of Directors in enforcing this section.

2.03 Use and Occupancy. Subject to the limitation contained in this Declaration, each Owner shall have the non-exclusive right to use and enjoy the Common Areas and the exclusive right to use and enjoy said Owner's Lot.

2.04 Exterior of Residential Homes. Each Owner shall keep the exterior of his or her Residential Home, including, without limitation, exterior walls, roofs, gutters, drain spouts, all exterior building surfaces, and any and all other exterior improvements to the Lot in a sanitary condition and in a state of good repair. All such maintenance and repair shall be for the purpose of maintaining said Residential Home in a manner consistent with existing design, materials, colors, and other such items in use on other Residential Homes within the Project unless different materials shall have been previously approved in writing in accordance with the provisions of Section 2.07 hereof.

In the event that any such Residential Home should develop an unsanitary condition or fall into a state of disrepair, and in the event that the Owner of such Residential Home shall fail to correct such condition promptly following written notice from the Association, the Association shall have the right, at the expense of the Owner, and without liability to the Association for trespass or otherwise, to enter upon said Owner's Lot and correct or eliminate said condition.

2.05 Maintenance of Lots. The Association shall be responsible for aerating, edging, and fertilizing, mowing, trimming and weed and pest control for all Lot lawns.

The Homeowner shall be responsible to keep their Lot, including without limitation, all trees, shrubs, flower beds and grounds, including their sprinkler system, in a sanitary condition and in a state of good repair, free from all accumulation of weeds, refuse, rubbish or abandoned articles of any kind. Homeowner's sprinkler systems are to be repaired at the Owner's expense.

In the event that any Owner of such Residential Lot should allow their Lot to develop an unsanitary condition, have weeds in the flower beds, or fall into a state of disrepair, and in the event that the Owner of such Residential Home shall fail to correct such condition, a notice will be sent. If the first notice is not complied with, a second notice will be given, a fine of \$25.00 will be assessed and a new time limit will be given. If the second written notice and time limit from the Association is not complied with, the

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Association shall have the right, at the expense of the Owner, and without liability to the Association for trespass or otherwise, to enter upon said Owner's Lot and correct or eliminate said condition.

2.06 Common Area Maintenance. The Association shall be responsible to keep Common Areas, including Craig Park, in a state of good repair and maintenance, free from all damage and accumulations of snow on walks, refuse, rubbish, and other inappropriate materials of any kind. (See Rules and Regulations for Craig Park reservations and procedures.)

2.07 Architectural Control.

1. No building, fence, wall or other structure on any Lot shall be commenced, erected, or maintained, nor shall any exterior addition to or change (including painting) or alteration therein be made until Plans and Specifications showing the nature, kind, shape, height, colors, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location to surrounding structures and topography by the Board and Architectural Committee composed of three (3) or more representatives appointed by the Board. No fence or fences of any nature whatsoever shall be constructed, placed upon, or maintained on any Lot or any portion thereof without the express prior written approval of the Board and Architectural Committee. **No permanent personal fencing is permitted for those homes that are bordered by Common Areas.**

2. No trailer, boat, truck larger than $\frac{3}{4}$ ton, recreational vehicle or similar vehicle shall be parked on a permanent basis on a lot at Craig Estates unless it is parked inside a garage. As used herein, permanent basis means more than seven (7) days out of any thirty-day period. Owners may not install parking pads on their lot that could be used to park vehicles prohibited by this section, nor shall Owners install additional pads on their lot except as approved by the Architectural Committee under Section 2.07.1 herein.

2.08 No Subdivision. No Owner shall cause a Lot or Residential Home to be divided in any manner so as to permit the permanent occupancy and ownership thereof by more than one family, and any documents purporting to convey any portion of a Lot or Residential Home shall be void and of no effect unless a transfer shall be approved in writing in accordance with the provisions of Section 2.07.

ARTICLE III

2. Title to Lots and Common Area

3.01 Title to Lots. Title to a Lot within the Project may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including, without limitation, joint tenancy or tenancy in common.

3.02 Title to Common Area. Title to the Common Areas within the Project shall be held in the name of the Association and is subject to the rights of any Owner to the non-exclusive use of the Common Area in any manner that does not hinder or encroach upon the rights of others and is not contrary to the provisions of this Declaration and to any Rules and Regulations promulgated by the Association for the use thereof.

3.03 Inseparability. Every devise, encumbrance, conveyance, or other disposition of a Lot shall be construed to be a devise, encumbrance, conveyance, or other disposition of the entire Lot, together

with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth.

3.04 No Partition. The Association shall own the Common Areas, and no Owner may bring any action for partition thereof.

3.05 Separate Mortgages by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber his or her Lot. No Owner shall attempt to, or shall have the right to mortgage or otherwise encumber the Common Areas or any part thereof. Any mortgage or any encumbrance of any Lot within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure through private power of sale, judicial foreclosure, or otherwise.

3.06 Separate Taxation. Each Lot in the Project shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. For purposes of assessment, the valuation of the Common Areas shall be assessed separately from the Lots. No forfeiture or sale of any Lot or any Residential Home constructed thereon for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect title to any other Lot.

3.07 Mechanic's Liens. No labor performed or material furnished for use in connection with any Lot or Residential Home constructed thereon with the consent, or at the request of, an Owner or his or her agent or subcontractor shall create any right to file a statement of mechanic's lien against a Lot of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Areas unless such work shall have been performed upon express written consent of the Association and the labor performed or material furnished shall have been provided directly for the improvement, repair, or construction of the Common Areas.

3.08 Description of Lot. Each respective Lot shall be legally described for all purposes by using the applicable Lot number as established on the Plat.

ARTICLE IV

3. Easements

4.01 Right to Ingress, Egress, and Enjoyment. Each Owner shall have the right to ingress and egress over, upon, and across the Common Areas and shall have the right of easement and enjoyment in and to the Common Areas which shall be appurtenant to and pass with the title to every Lot subject to the terms and conditions of said easements as herein set forth.

4.02 Delegation of Use. Any Owner may delegate, in accordance with the Rules and Regulations, his or her right of enjoyment to the Common Areas and any recreational facilities located thereon to the members of his or her family and his or her tenants and shall be deemed to have delegated said rights to contract purchasers who reside on said Owner's Lot.

4.03 Easement for Maintenance of Lots. The Association, its agents, employees, or subcontractors, shall have the right of easement over and across each Lot, but not to any portion of the

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interior of any Residential Home, for the purpose of maintaining or inspecting the Lot in accordance with the provisions of this Declaration.

ARTICLE V

4. Restrictions on Use

5.

5.01 Residential Uses. All Lots are intended to be used for single-family residential housing and are restricted to such use. No Residential Home shall be used for business or commercial activities without permission of the Board. As used herein, "single-family" shall mean: persons related to each other by blood within two generations or legally related to each other by marriage or adoption, or a group of not more than three (3) persons not all so related, inclusive of their domestic servants, who maintain a common household in a residence on a Lot. Notwithstanding the definition of single-family, because Craig Estates is zoned as a high-density housing area, no more than two people shall reside in any bedroom in any home and no more than a total of eight people shall be permitted to reside in any home built on a Lot within Craig Estates. No Owner shall permit more than three vehicles to be parked on a Lot (including inside the garage) on a permanent basis. As used herein, permanent basis means no more than ten days out of any thirty-day period. The Board of Directors must approve any deviation.

5.02 No Noxious or Offensive Activity. No noxious, offensive, or illegal activity shall be carried on in or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to residents, including but not limited to loud or disturbing behavior by pets and children. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project, which are or may become unsafe or hazardous to any person or property. No automobile or other vehicles shall be parked on a street within the Project or at any other location within the Project, which impairs or tends to impair vehicular or pedestrian access within the Project or to and from its various parts.

5.03 Restrictions on Animals. The HOA and the City of Syracuse adopt and adhere to the Davis County's "Comprehensive Animal Control Ordinance. Section 6.12.060 "No person or persons at any one (1) residence within the jurisdiction of this title shall at any one (1) time own, harbor, license or maintain more than two (2) dogs." There can be no more than a total of two pets per HOA residence. The animal cannot become a nuisance either through damage, unsanitary conditions, unreasonable odors, and noise or safety concerns. Whenever a dog is allowed outside, it shall be on a leash or some other appropriate restraint. Dogs must be no taller than 15 inches at shoulder height when full grown as of 16 August 2011. Dogs larger than as stated above in residence prior to 16 August 2011 will be grandfathered in the restrictions.

5.04 Prohibition of Damage and Certain Activities. Except with the prior written consent of the Board of Directors, nothing shall be done or kept in any Residential Home or upon any Lot which would result in cancellation of any insurance on the Project or any part thereof, nor shall anything be done or kept in any Residential Home which would increase the rate of insurance on the Project or any part thereof over that which, but for such activity, would be paid. Nothing shall be done or kept in any Residential Home, upon any Lot, or upon the Common Areas, or upon any part of the Project, which would be in violation of any statute, ordinance, regulation, rule, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or Common Facilities or any part thereof shall be committed by any Owner or guest or invitee of any Owner, and each such Owner shall indemnify and hold harmless the Association and the other Owners against all loss resulting from any such damage or waste caused by such Owner, his or her family guests, tenants, licensees, or invitees.

5.05 Rules and Regulations. Each Owner and any person or persons occupying a Lot or using any facility within the Project shall comply with each and every provision of the Rules and Regulations governing use of the Project. Rules and Regulations may from time to time be adopted, amended, or revised by the Association pursuant to Section 7.04 herein.

5.06 Construction Exemption. During the construction of any permitted structures or improvements, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that, during the course of such construction, nothing shall be done which will result in a violation of said provisions, covenants, conditions, or restrictions upon completion of the construction.

ARTICLE VI

6. The Association

6.01 The Association. The administration of this Project shall be through the Craig Estates Homeowners Association, Inc., a Utah non-profit corporation, which has been organized and will be operated to perform the functions and provide the services contemplated in this Declaration. Said Association shall operate in accordance with the laws of the State of Utah, and with the Articles of Incorporation of the Association and the Rules and Regulations of the Association, which have been adopted in accordance therewith.

6.02 Membership. Each Owner shall be entitled and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Lot is held. An Owner shall be entitled to one membership for each Lot owned by said Owner. Each Membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within the Project cannot be separated from membership in the Association, and any devise, conveyance, or disposition of a Lot shall be construed to be a devise, conveyance, or other disposition, respectively, of that Owner's membership in the Association and all rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Lot.

6.03 Board of Directors. A Board of Directors shall govern the Association as the same shall be established and defined in the Rules and Regulations of the Association. Interpretation, changes, disputes or questions to the CC&R or the Rules and Regulations will be resolved and managed by a majority vote of the Board of Directors.

6.04 Votes. Each Owner shall be entitled to one (1) vote for each Lot owned. If membership is jointly held; all or any holders of the joint membership may attend any and all meetings of the Members of the Association, but such holders of the joint membership must act unanimously to cast one (1) vote relating to their joint membership.

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6.05 Power of Attorney and Amendments. Each Owner makes, constitutes, and appoints the Association the true and lawful attorney in said Owner's name, place, and stead to make, execute, sign, acknowledge, and file with respect to the Project such appointments to this Declaration and the Plat as may be required by law or by vote taken pursuant to the provisions of this Declaration.

2. ARTICLE VII

▪ Certain Rights and Obligations of the Association

7.01 The Common Area. The Association, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management, control, operation, and maintenance of the Common Area, including all improvements thereon (including the Common Facilities), and shall keep the same in a good, clean, attractive, safe, sanitary order and repair. All goods and services procured by the Association in performing its responsibilities under the Section shall be paid for with funds from the Common Expense Fund.

7.02 Miscellaneous Goods and Services. The Association may obtain or pay for out of the Common Expense Fund the services of such personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may also obtain or pay for out of the Common Expense Fund legal and any accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. In addition to the foregoing, the Association may acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, electrical, gas, and other necessary or desirable utility services for the Common Areas and insurance, bonds, and other goods and services common to the Lots and necessary to implement the intent of this Declaration.

7.03 Property Acquisition. The Association may acquire (by purchase, lease, or otherwise), hold and dispose of real, personal, and mixed property of all types for the use and benefit of all Owners. The costs of acquiring all such property, including Common Facilities, shall be paid for out of the Common Expense Fund and all proceeds from the disposition of such property shall be part of the Common Expense Fund.

7.04 Rules and Regulations. The Board of Directors may make reasonable Rules and Regulations governing the Project, which includes Common Areas, and Common Facilities, provided however, that such Rules and Regulations shall be consistent with the rights and obligations established by this Declaration. The Board shall send by first class U.S. mail, e-mail or hand deliver to each Owner, at the address set forth in the Register of Owners established in the Rules and Regulations, a copy of all such Rules and Regulations, all amendments thereto and any rescissions thereof. Such Rules and Regulations shall take effect the date approved by the governing board. The Board or any aggrieved Owner may initiate and prosecute appropriate legal proceedings against an offending Owner to enforce compliance with such Rules and Regulations or to recover damages caused by non-compliance therewith as may be permitted by law. In the event the Board shall initiate any such legal proceedings, the Association shall be entitled to recover from the offending Owner costs and expenses incurred by the Association in connection with such proceedings, including court costs and reasonable attorney's fees both before and after judgment.

7.05 Creation of Easements. The Board may, without vote or consent of the Owners or of any person, grant or create, on such terms, as it deems advisable, reasonable utility and similar easements

over, under, across, or through the Common Areas, which may be determined by the Association to be reasonably necessary.

7.06 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration or by law and every other right or privilege reasonably implied from the existence of any right, privilege, or duty given to it herein or reasonably necessary to effectuate any such right, privilege, or duty.

7.07 Powers of the Association. Notwithstanding the powers of the Association as set forth in this Article VII, neither the Association nor the Board of Directors as delegee of the Association's powers and duties shall enter into a contract with a third person or entity whereby such person or entity shall furnish goods or services for the Project for a term longer than one to three years at the discretion of the Board of Directors.

7.08 Financial Statements. The Board of Directors shall cause financial statements for the Association to be prepared at least annually, or at more frequent intervals if required by a majority vote of the Owners, and cause copies thereof to be made available to all Owners. Such statements shall be prepared in accordance with normally accepted accounting procedures and presented in such a manner as to fairly and accurately reflect the financial condition of the Association. The financial books of the Association shall be available for inspection by any Owner at any time during the normal business hour/day (by appointment) of the Association Treasurer. Nothing herein shall be construed to require an audit of the Association's financial records by a certified public accountant.

ARTICLE VIII

7. Assessments

8.01 Assessments. The Association shall have the right to charge to, and collect from, each Owner of a Lot within the Project said Owner's equal share of all sums which are expended on behalf of all Owners and all sums which are required by the Association to perform or exercise the functions, duties, rights, and powers of the Association under this Declaration, the Articles of Incorporation of the Association, or the Rules and Regulations adopted in accordance with the provisions thereof. All such sums, which are charged and collected for such purposes, shall be collectively referred to herein as "Assessments." The term "Assessments" shall also include each and every annual Regular Assessment and each and every Special Assessment levied in accordance with the provision hereof.

8.02 Agreement to Pay Assessments. Each Owner shall be deemed to covenant and agree with the Association to pay to the Association all Assessments made for the purposes provided for in this Declaration. Such Assessments shall be fixed, established and collected from time to time as provided in this Article.

8.03 Commencement of Assessments. Regular Assessments shall commence against all Lots on the first day of the first calendar month following recordation of a conveyance instrument transferring the Lot within the Project to an Owner.

8.04 Regular Assessments. A Regular Assessment shall consist of each Owner's equal share of the estimated annual total of: (1) the amount which is reasonably anticipated to be expended on behalf of all Owners, and (2) the sum of all amounts which are required to perform or exercise the rights,

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powers, and duties of the Association during each fiscal year. A Regular Assessment shall be computed and levied annually against each Lot in accordance with the provisions hereof as follows:

1. Common Expense. Each Regular Assessment shall be based upon an advance estimate of the Association's cash requirements to provide for payment of all estimated expenses arising out of, or connected with, maintenance and operation of the Common Areas as set forth in Section 7.01 hereof, the maintenance of the Lots as set forth in Section 2.05 hereof, and for the provision of utility services (to the extent not separately metered or billed), and all other common items to the Project for the fiscal year for which the Regular Assessment is being made. Such estimated expenses may include, among other things, and without limitation, the following: expenses of management; governmental taxes, special assessments, and real property taxes attributable to the Common Areas; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance of the Common Areas and the Lots; cost of capital improvements to Common Areas; utility charges for utility services provided to the Common Areas; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve (\$10,000.00 or more); and any other expenses and liabilities which may be incurred by the Association. Such shall constitute the estimated Common Expense, and all funds received from assessments under this Section 8.04 shall be part of the Common Expense Fund;

2. Apportionment. Expenses attributable to the Common Expense or to the Project as a whole shall be apportioned among, and assessed to, each Lot on an equal basis.

3. Notice and Payment of Regular Assessment. Each Regular Assessment shall be made on a January 1 through December 31 fiscal-year basis. On or before January 1 each year, the Association shall give written notice to each Owner as to the amount of the Regular Assessment with respect to his or her Lot for the fiscal year commencing on January 1 immediately following such date. If no notice of assessment change is issued, the existing assessment will remain in force. Failure of the Association to give timely notice of any Regular Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, nor shall such failure affect the liability of the Owner of any Lot for payment of such Regular Assessment. Each Regular Assessment shall be payable in one of two options as follows:

(a) The full yearly Regular Assessment may be paid in full prior to the 25th day of January of each respective fiscal year and shall receive a 5% discount due to the benefit the Association is receiving by having the money in its bank account and the saving it receives by not having to handle twelve separate payments and deposits; or (b) The Regular Assessment may be paid in twelve equal monthly installments due on the first day of each month commencing January 1, and shall be subject to a late charge of ten percent (10%) of the monthly fee for payments received after the 14th day of the month.

4. Inadequate Funds. In the event that the Common Expense Fund proves inadequate during any fiscal year for whatever reason, including non-payment of Owner's Assessments, the Association may either borrow funds and/or levy additional Assessments in accordance with the procedure set forth in Section 8.05, except that the vote herein specified shall not be necessary. If the Association elects to levy such an additional assessment, then no such assessment or assessments levied in any fiscal year may, in the aggregate, exceed five percent (5%) of the

Common Expense Fund for that fiscal year without the vote or written consent of a majority of owners.

5. Increase in Regular Assessments. The amount of Regular Assessment shall not exceed twenty percent (20%) of the Regular Assessment amount for the immediately preceding fiscal year unless a majority of Owners shall consent to a greater increase by vote or written consent.

8.05 Special Assessments. In addition to the Regular Assessment authorized by this Article, the Association may levy, at any time, and from time to time, upon the affirmative vote of at least fifty percent (50%) of the total votes of the Association, Special Assessments, payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners, in the same manner as other assessments. Notice in writing of the amount of such Special Assessments and the time for payment thereof shall be given promptly to the Owners, provided that no payment shall be due less than thirty (30) days after such notice shall have been given. All unpaid portions of such Special Assessments shall bear interest at the rate of one and one-half (1.5%) per month from the date such portion become due in accordance with the above-mentioned notice until paid. All funds received from assessments under this Section 8.05 shall be part of the Common Expense Fund.

8.06 Lien for Assessments. All sums assessed to the Owner of any Lot within the Project pursuant to the provisions of this Article VIII, together with interest and penalties thereon as provided herein, shall be secured by a Lien on such Lot in favor of the Association as more particularly set forth in Section 9.03.2.

8.07 Personal Obligation of Owner. The amount of each and every Regular Assessment and Special Assessment against any Lot with the Project shall be the personal obligation of the Owner of such Lots to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any Common Areas or by abandonment of his or her Lot, or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid Assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including court costs and reasonable attorney's fees both before and after judgment.

8.08 Fines. Any Homeowner may be fined for violations as stated in the Rules and Regulations as determined by a majority vote of the Board of Directors. The fine schedule is listed in the Rules and Regulations and can be adjusted or levied by a majority vote of the Board of Directors.

ARTICLE IX
Enforcement of Restrictions

8.

9.01 General. Each Owner shall comply with the provisions of this Declaration, the Rules and Regulations, and the decisions and resolutions of the Association and the Board of Directors adopted pursuant thereto as the same may be lawfully amended, modified, or adopted from time to time. The Board of Directors shall have full power to enforce compliance with this Declaration, and Rules and Regulations in any manner provided for by law or in equity, including, without limitation, the right to bring an action for damages, an action to recover sums due, an action to enjoin a violation or specifically enforce the provisions thereof, and the ability to assess fines consistent with the Community Association Act, which shall be set forth in the Rules and Regulations of the Association as adopted by the Board. Said action or actions may be maintainable by the Association, or in a proper case, by an aggrieved Owner. In the event of any action by the Association to recover Assessments or other amounts due hereunder, or to enforce the provisions hereof, the Association shall be entitled to recover from the offending Owner all costs and expenses incurred by the Association in connection with such action, including court costs and reasonable attorney's fees. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, as the same may be lawfully amended or supplemented, with respect to the Association and/or the Lots within the Project, shall be enforceable by the Association, or by an Owner through a proceeding for prohibitive or mandatory injunction. The rights and remedies herein provided shall be in addition to any and all other rights now or hereafter provided by law for enforcement of the provisions of this Declaration, the Articles of Incorporation, The Rules and Regulations, and decisions and resolutions of the Association adopted pursuant thereto.

9.02 Interest. Unless otherwise specifically set forth in this Declaration, all sums payable hereunder by an Owner shall bear late fees at the rate of 10 percent (10%) of the HOA fee per month from the due date.

9.03 Certain Specific Enforcement Powers. In amplification of, and not in limitation of, the general powers specified in Section 9.01 above, the Association shall have the following:

1. **Suspension of Privileges.** If any Owner shall be in breach of this Declaration, or Rules and Regulations, including, but not limited to, the failure of such Owner to pay any Assessments on or before the due date thereof, subject to the limitations hereinafter set forth in this paragraph, the Association may suspend the Owner's right to occupy the Common Areas and to use Common Facilities and the right of such Owner to participate in any vote or other determination provided herein. The decision as to whether such privileges should be suspended shall be made by a majority of the members of the Board present at a special meeting of the Board duly called and held for such purpose. No suspension under this paragraph shall be effective until written notice has been given to the Owner of the suspension, the reasons therefore, and the actions that must be taken by said Owner to have all suspended privileges reinstated. If such suspension of privileges is based on the failure of an Owner to pay Assessments when due, the suspended privileges of an Owner shall be reinstated automatically at such time as the Owner shall have paid to the Association, in cash or by cashier's or certified check, all amounts past due as of the date of such reinstatement. If such suspension of privileges is based on any act or omission other than the failure to pay Assessments or any other amounts due hereunder when due, no such suspension shall be made except after a meeting of the Board of Directors of the Association at which a quorum

of the Board is present, duly called and held for such purpose. Written notice of such meeting shall be given to the Owner whose privileges are being sought to be suspended for any act or omission other than the failure to pay Assessments at least ten (10) days prior to the holding of such meeting. Such Owner shall be entitled to appear at such meeting and present his or her case or provide a written response to the Board no later than the time scheduled for such meeting as to why privileges should not be suspended (if any portion of this paragraph is not in compliance with the Community Association Act, the Board shall enact Rules and Regulations in compliance therewith to enforce this paragraph).

2. Enforcement by Lien. If any Owner shall fail or shall refuse to make any payment of any Assessments when due, the amount thereof shall constitute an encumbrance on the entire interest of the said Owner's Lot against which the Assessment has been levied. All of the rights and powers associated with such encumbrance on an Owner's Lot shall be collectively referred to herein as a "Lien." To evidence a Lien for sums assessed to Article VIII, the Association shall prepare a written Notice of Lien setting forth the amount of the Assessment or Assessments, the due date thereof, the amount or amounts remaining unpaid, the name of the Owner, a legal description of the Owner's Lot, and a statement that the amount of the Lien shall also include all costs and expenses, including attorney's fees, incurred in preparation, perfection, and enforcement of the Lien. Such Notice of Lien shall be signed and acknowledged by a duly authorized agent of the Association and shall be recorded in the office of the County Recorder of Davis County, State of Utah. No Notice of Lien shall be recorded until there is a delinquency in the payment of an Assessment. Such Lien may be enforced by sale or foreclosure of the Owner's interest in said Owner's Lot by the Association or its duly-authorized agent. Such sale or foreclosure shall be conducted in accordance with the provisions of Utah law applicable to the exercise of the powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by the laws of the State of Utah. The Lien may be satisfied and released upon payment to the Association, in cash or certified funds, the amount set forth in the Lien, all of the Association's expenses and attorney's fees incurred in the preparation, perfection, and enforcement of the Lien, and any Assessments against the lot which may have become due since the date of said Lien. The Association shall have the right and power to bid in at any foreclosure sale, and to hold to, lease, mortgage, or convey the subject Lot.

8.04 Priority of Lien. Upon recordation of the Notice of Lien, the Lien provided for herein shall be a charge or encumbrance upon the Owner's interest in the Lot prior to all other liens and encumbrances, recorded or unrecorded, except only tax and special assessment liens on the Lot in favor of any municipal assessing or taxing district and any encumbrances on the interest of the Owner recorded prior to the date when such Notice of Lien is recorded which, by law, would be a lien prior to subsequently-recorded encumbrances.

ARTICLE X

9. Insurance

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10.01 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by companies licensed to do business in the State of Utah:

1. Public Liability and Property Damage Insurance. The Association shall obtain a broad form of comprehensive liability insurance coverage to provide adequate protection against liability for personal injury, death, and property damage in amounts not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence with regard to injury or death and not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence with respect to property damage. Coverage shall include, without limitation, liability for operation of vehicles and equipment on behalf of the Association and all activities in connection with the ownership, operation, maintenance, and other use of the Project and the facilities located therein;

2. Fidelity Insurance or Bond. The Association may purchase, in such amounts and in such forms as it deems appropriate, fidelity insurance or a bond to cover against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

10.02 Form of Insurance. Insurance coverage relating to the Project, insofar as possible, shall be in the following form:

1. Casualty Insurance. Casualty insurance shall be carried in a form or forms naming the Association as the insured. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days' prior written notice.

2. Public Liability and Property Damage Insurance. Public liability and property damage insurance shall name the Association as the insured and shall protect the Association, and the Board of Directors against liability for acts or omissions of the Association, and the Board of Directors in connection with the ownership, operation, maintenance, or other use of the Project or any part thereof. Each such policy shall provide that it cannot be cancelled either by the insured or the insurance company until ten (10) days' prior written notice to the Board of Directors.

3. Policies. The Association shall make every effort to secure insurance policies that will provide that:

(a) The insurer shall waive subrogation as to any claims against the Association, the Board of Directors, agents and guests;

(b) The policy or policies on the Project cannot be cancelled, invalidated, or suspended on account of the conduct of any one or more individual Owners, without a prior demand in writing that the Association cure the defect; and

(c) The policy or policies on the Project cannot be cancelled, invalidated, or suspended on account of the conduct of any officer, or employee of the Association without a prior demand in writing that the Association cure the defect; and

(d) Any "no other insurance" clauses in the policy or policies on the Project shall exclude individual Owners' policies from consideration.

10.03 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments made under policies obtained and maintained by the Association pursuant to this Article. To the extent that reconstruction or repair is required herein, all proceeds of such insurance shall be made available as a fund for such reconstruction or repair and shall be disbursed by the Association as provided in Article XI.

10.04 Additional Coverage. The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration in such amounts and in such forms as the Association may deem appropriate from time to time.

10.05 Adjustment and Contribution. Exclusive authority to adjust losses under policies hereafter in force on the Project shall be vested in the Association. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

10.06 Owner's Own Insurance. Notwithstanding any other provisions of this Article, each Owner shall be responsible to obtain insurance at his or her own expense providing coverage upon his or her Lot, Residential Home, and any and all other improvements located thereon his or her personal property, for his or her personal liability, and covering such other risks as he or she may deem appropriate; provided that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Article.

10.07 Review of Insurance. The Association shall review annually the coverage and policy limits of all insurance on the Common Areas and Common Facilities and adjust the same at its discretion within the limitations set forth within this Article. Such review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or by such other qualified appraisers as the Association may elect.

ARTICLE XI

10. Damage or Destruction

11.01 Damage or Destruction of Lot or Residential Home. In the event that a Lot or any improvement located thereon, including a Residential Home, is damaged or destroyed by fire or other casualty, the Owner thereof shall cause such Lot or Residential Home to be promptly repaired, restored, or reconstructed to the extent required to restore the Lot or Residential Home to substantially the same condition in which it existed prior to the occurrence of the damage or destruction. In addition, if any Common Area is damaged or destroyed in connection with the repair, restoration, or reconstruction of a damaged Lot, then the cost of repair, restoration, or reconstruction of the Common Area so damaged shall be paid by the Owner of the said Lot.

11.02 Damage or Destruction of Common Areas. In the event that the Common Areas or any portion thereof, any improvements constructed on the Common Areas, or any Common Facilities are damaged or destroyed by fire or other casualty, the Association shall be responsible to promptly repair,

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restore, replace, or reconstruct same to the extent required to return them to substantially the same condition in which they existed prior to the occurrence of the damage or destruction. The Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract or other instrument and may take all action which may be necessary or appropriate to exercise the powers herein granted and no consent or other action by any Owner shall be necessary in connection therewith.

11.03 Repair or Reconstruction. Repair, restoration, replacement, or reconstruction of damaged portions of the Project as used in this Article means restoring, by whatever means, method, or process that shall be necessary, the damage portions of the Project to substantially the same condition in which it existed prior to the damage, with each Lot and the Common Areas having substantially the same boundaries as before. The term "repair" as used herein shall be deemed to include, without limitation, each and every process or procedure necessary to comply with the intent of the Article.

11.04 Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part of the Common Areas and Common Facilities, the Association shall obtain complete and reliable estimates of the costs of repair of that part of the Common Areas or Common Facilities damaged or destroyed. As soon as practicable after receiving said estimates, the Association shall diligently pursue to completion the repair of that part of the Common Areas and Common Facilities damaged or destroyed.

11.05 Funds for Reconstruction. The proceeds of any casualty insurance collected by the Association due to damage to the Common Areas or Common Facilities shall be available to the Association for the purpose of repair of the Common Areas or Common Facilities. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair, the Association may levy, in advance, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair. Such Special Assessments shall be allocated and collected as provided in Section 8.05, except that the vote therein specified shall not be necessary. Further levies may be made in like manner if the proceeds of insurance and the Special Assessment collected prove insufficient to pay the costs of repair.

11.06 Disbursement of Funds for Repair. The insurance proceeds received by the Association and any amounts received from Special Assessments made pursuant to Section 11.05 shall constitute a fund for the payment of costs of repair after casualty. It shall be deemed that the first money disbursed in payment for cost of repair shall be made from insurance proceeds, if there is a balance after payment of all costs of such repair, such balance shall be deposited to the Common Expense Fund.

ARTICLE XII

11. Condemnation

12.01 Condemnation of Lot. If at any time or times during the continuance of ownership pursuant to this Declaration, all or part of one or more Lots shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of a Lot, but under threat of condemnation, shall be deemed to be taken by power of eminent domain.

12.02 Proceeds. All compensation, damages, and other proceeds from any taking of a Lot by power of eminent domain (hereinafter "the Condemnation Award") shall be made payable to the Owner of each respective Lot so condemned.

12.03 Termination of Membership. If all of a Lot is taken by condemnation, or if such a portion of a Lot is taken by condemnation such that the remaining portion of the Lot may not practically or lawfully be used for any purpose permitted in the Declaration, then the membership, vote, easement rights, liability for payment of the Assessments, and all other rights and duties granted by this Declaration which are appurtenant to such Lot shall be and are automatically terminated upon such taking.

12.04 Remaining Portion of Lot. If any portion of a Lot shall remain after a complete taking as set forth in Section 12.03, then the remaining portion thereof shall be subject to purchase by the Association, at the sole election of the Association, at the fair market value thereof after such condemnation is complete and less any portion of the Condemnation Award paid to the Owner of such Lot which is properly allocated to such remaining portion of the Lot. Any portions of a Lot so purchased by the Association shall be Common Area.

ARTICLE XIII

12. Condemnation of Common Areas

13.01 Condemnation of Common Areas. If, at any time or times during the continuance of ownership pursuant to this Declaration, all of any part of the Common Areas or Common Facilities shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Common Areas or Common Facilities in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain.

13.02 Proceeds. All compensation, damages, and other proceeds from any such taking of Common Areas or Common Facilities by power of eminent domain (hereafter "the Condemnation Award") shall be made payable to the Association and shall be distributed by the Association as provided herein.

13.03 Complete Taking. In the event the entire Project is taken by power of eminent domain, ownership pursuant hereto shall terminate, and the Condemnation Award shall be allocated among, and distributed to, the Owners in proportion to their respective undivided interests in the Common Areas and Common Facilities. For the purposes of this Article, the undivided interest owned in common which shall appertain to each Owner shall be that percentage obtained by dividing one hundred (100) by the number of Lots existing in the Project immediately prior to the condemnation as such number is set forth in the Plat.

13.04 Partial Taking. In the event less than the entire Project is taken by power of eminent domain, the following shall occur:

1. Allocation of Award. If appointment of all allocation is established by applicable negotiations, judicial decree, or statute, the Association shall employ such apportionment and allocation to the extent appropriate. Otherwise, as soon as possible, the Association shall, reasonably and in good faith, apportion the Condemnation Award between compensation, severance damages, or other proceed, and shall allocate such apportioned amounts and pay the same to the Owners as follows:

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- (a) The total amount apportioned to taking of or injury to the Common Areas shall be allocated and distributed to all Owners (including Owners whose entire Lots have been taken) in proportion to their respective undivided interests in the Common Areas;
- (b) The total amount apportioned to severance damages shall be allocated among, and distributed to, the Owners of those Lots that have not been taken in the proportion that said Owners' undivided interests in the Common Area bears to the total of all such Owners' undivided interests in the Common Areas;
- (c) The respective amounts apportioned to the taking of or injury to the particular Lot shall be allocated and distributed to the Owner or Owners of such Lot;
- (d) The total amount portioned to consequential damages and any other takings or injuries shall be allocated distributed as the Association determines to be equitable under the circumstances;
- (e) Distribution of allocated proceeds shall be made by check payable jointly to the each Owner and his or her respective Mortgagees, as appropriate.

2. Continuation and Reorganization. If less than the entire Project is taken by power of eminent domain, ownership pursuant hereto shall not terminate, but shall continue.

3. Reconstruction or Repair. Any reconstruction or repair necessitated by condemnation shall be governed by the procedures specified in Article XI hereof for cases of damage or destruction.

ARTICLE XIV **Mortgage Protection**

14.01 Mortgage Protection. No breach of any of the covenants, conditions, restrictions, or limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions, and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure, Trustee's sale, or by deed or assignment in lieu of foreclosure.

14.02 Priority of Liens. No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions herein shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto; and (2) the lien or charge of any recorded Mortgage on such Lot in good faith and for value and recorded prior to the date on which any such assessment became due.

14.03 Prior Liens Relate Only to Individual Lots. All taxes, assessments and charges, which may become liens prior to the first Mortgage under local law shall relate only to the individual Lot and not to the Project as a whole.

14.04 Mortgage Holder Rights in Event of Foreclosure. Whenever the Mortgagee of a Mortgage of record obtains title to a Lot by the foreclosure of the Mortgage on the Lot or by deed or assignment in lieu of foreclosure, then such Mortgagee or any purchaser at a foreclosure sale shall take the Lot free of any claims for unpaid Assessments and charges against the Lot which accrued prior to the

date of the acquisition of title to such Lot by such acquirer except for claims for equal share of such Assessments or charges resulting from a equal reallocation of such Assessments or charges to all lots in the Project, including the mortgaged Lot. Such unpaid share of Assessments shall be deemed to the Common Expenses collectible prospectively equal from all of the Lots in the Project, including the Lot which has been acquired in accordance with the provisions of this Section.

14.05 Notices to First Mortgage Holders. The Association shall give the applicable first Mortgagee, if any; prompt notice of any default in the Lot Mortgagor's obligation under the Declaration not cured within thirty (30) days of default.

14.06 Matters Requiring Mortgage Approval. Notwithstanding any other provision contained within this Declaration, a majority of the voting power (based upon one vote for each first Mortgage owned per Lot) of the first Mortgagees of any Lot as then appear on the official Records of Davis County, Utah, shall have given their prior written approval before the Association shall be entitled to:

- (a) By act or omission, seek to abandon or terminate the Project;
- (b) Change the equal interest or obligations of any individual Lot for the purpose of levying Assessments or charges or allocating distributions of hazard insurance proceeds of Condemnation Awards;
- (c) By act or omission, seek to abandon, encumber, sell, or transfer the Common Areas (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Common Facilities by the Project shall not be deemed a transfer within the meaning of this clause); or
- (d) Use hazard insurance proceeds for losses to the Project (whether to Common Areas or Common Facilities) for other than the repair, replacement, or reconstruction of such property.

14.07 Amendment. No provisions of this Article XIV shall be amended without the prior written consent of a majority of the voting power of all first Mortgagees as appear on the official records of Davis County, State of Utah, as of the date of the vote regarding such amendment.

ARTICLE XV

General Provisions

15.01 Intent and Purpose. The provisions of this Declaration and any supplemental or subsequent Declaration or amendments thereto shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of this Cluster Subdivision. Failure to enforce any provision, restriction, covenant, or condition of this declaration, or in any supplemental or subsequent Declaration or amendments hereto shall not operate as a waiver of any such provision, restriction, covenant, or condition or any other provisions, restrictions, covenants, or conditions.

15.02 Interpretation. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, the whole shall include any part

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thereof, and any gender shall include all other genders. The Article and Section headings set forth herein are for the convenience and reference only and are not intended to describe, interpret, define, or otherwise limit or affect the content, meaning, or intent of this Declaration or any Article, Section or provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

15.03 Registration of Mailing Address. Each Owner shall register from time to time with the Association his or her current mailing address. All notices or demands intended to be served upon any Owner may be sent by First Class U.S. Mail, postage prepaid, addressed to the Owner at his or her last registered mailing address, or, if no address has been registered, to the mailing address of the Lot of such Owner. All notices or demands intended to be served upon the Association may be sent by First Class U.S. Mail, postage prepaid, addressed to the Association at the address of its offices as may be furnished to the Owners in writing from time to time. Any notice or demand referred to in this Declaration shall be deemed given when deposited in the U.S. Mail, postage prepaid, and in the form provided for in this Section.

15.04 Review. Any Owner may, at any reasonable time, upon appointment and at his or her own expense, cause a review or inspection to be made of the books and records maintained by the Association.

15.05 Amendment. This Declaration may be amended with or without a meeting by the affirmative vote of at least fifty-one percent (51%) of the Owners. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the President of the Association certifying that the vote required by this Section has occurred.

15.06 Owner's Obligations. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that said Owner may be leasing, renting, or selling his or her Lot. The Owner of a Lot within the Project shall have no obligation for expenses or other obligations (except interest on prior obligations) accruing after the conveyance of such Lot to a subsequent Owner.

15.07 Effective Date. This Declaration and every provision hereof shall take effect upon recording.

CERTIFICATION

It is hereby certified that Owners holding at least fifty-one percent (51%) of the total votes of the Association have voted to approve this amended Declaration, as indicated by the consents attached to this Declaration as Exhibit "B" and incorporated herein.

IN WITNESS WHEREOF, this 24th day of January 2012,

By: _____
Cathryn Trusty, Treasurer

STATE OF UTAH)
 : Ss.

COUNTY OF DAVIS)

On this 24th day of January 2012, personally appeared before me Cathryn Trusty, who, being by me duly sworn, did say that she is Treasurer of the Craig Estates Homeowners Association and that the within and foregoing instrument was signed in behalf of said Association and she duly acknowledged to me she executed the same.

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF LOTS IN CRAIG ESTATES

All the following lots in Phase 1: 12-351-0101 thru 0120; 12-351-0122 thru 0125, and all common access areas and Craig Park, inclusive of Craig Estates Cluster Subdivision, Syracuse City, Davis County, Utah, according to the official plat thereof).

All the following lots in Phase 2: 12-487-0201 thru 0222; and 12-598-0327 and 0328 (Craig Park) and all common access areas, inclusive of Craig Estates Cluster Subdivision, Syracuse City, Davis County, Utah, according to the official plat thereof).

All the following lots in Phase 4: 1 thru 20 and all common access areas, inclusive of Jackson Court PRD subdivision, Syracuse City, Davis County, Utah, according to the official plat thereof).

EXHIBIT "B"
CONSENT OF OWNERS

We, the Owners of Lots in Craig Estates, hereby consent to the adoption and recording of this amended Declaration as set forth above.

- | | |
|------------------------|-----------------------|
| Lot #101 (2021) _____ | Lot #201 (2160) _____ |
| Lot #102 (2031) _____ | Lot #202 (2170) _____ |
| Lot #103 (2051) _____ | Lot #203 (2180) _____ |
| Lot #104 (2073) _____ | Lot #204 (2190) _____ |
| Lot #105 (2081) _____ | Lot #205 (2202) _____ |
| Lot #106 (2089) _____ | Lot #206 (2212) _____ |
| Lot #107 (2097) _____ | Lot #207 (2226) _____ |
| Lot #108 (2084) _____ | Lot #208 (2238) _____ |
| Lot #109 (2074S) _____ | Lot #209 (2250) _____ |

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Lot #110 (2064) _____	Lot #210 (2282) _____
Lot #111 (2149) _____	Lot #211 (2292) _____
Lot #112 (2150) _____	Lot #212 (2291) _____
Lot #113 (2138) _____	Lot #213 (2281) _____
Lot #114 (2094) _____	Lot #214 (2249) _____
Lot #115 (2082) _____	Lot #215 (2237) _____
Lot #116 (2074M) _____	Lot #216 (2225) _____
Lot #117 (2071) _____	Lot #217 (2213) _____
Lot #118 (2075) _____	Lot #218 (2203) _____
Lot #119 (2083) _____	Lot #219 (2191) _____
Lot #120 (2091) _____	Lot #220 (2181) _____
	Lot #221 (2171) _____
	Lot #222 (2161) _____

CRAIG ESTATES HOMEOWNERS ASSOCIATION (HOA)

RULES AND REGULATIONS

16 August 2011

■ **The Board of Directors, comprised of our elected officials, is charged with the responsibility of enforcing our covenants. Toward this end, they have adopted these Rules and Regulations for the homeowners and residents of Craig Estates Homeowners Association (HOA).**

All homeowners and residents have to work cooperatively in observing whatever rules and regulations are adopted by the Board.

The Rules and Regulations apply to all owners, residents, their families, and their guests. Please read them carefully. Please inform your family members and guests of any rules applicable to them.

Whenever a residence is sold and vacated, it is the responsibility of the owner that is leaving to give his/her set of CC&Rs and Rules and Regulations to the new owner.

The following Rules and Regulations supersede all previous revisions and are effective immediately.

□ **Rule Number 1 – General – See CC&R Article 6.03, Article 7.04 & Article 9**

1. Governance

(a) The Board of Directors, at the annual meeting of the Homeowners Association (HOA), will be elected for two (2) years by a majority of the members present. Interpretation, changes, disputes or questions to the CC&R or the Rules and Regulations will be resolved and managed by a majority vote of the Board of Directors.

(b) The HOA Board will consist of a President, Vice President, Secretary, Treasurer and a Member-at-Large. The Vice President will serve as President following the two-year term of office of the President so that leadership continuity will remain in the Association. Successive terms are permitted.

(c) The Board will establish committees, under their direction, as needed by a majority vote of the Board. Some committees, as needed, will be Architectural, Park, Garage Sale, Animal Control, Social, and Financial Review etc.

2. Signs

(a) Only temporary signs may be displayed in the HOA (i.e., Real Estate, Garage Sale etc.). Security signs are considered permanent and are exempt. Posters and similar advertising and promotional information are to be approved by the Board of Directors.

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- (b) All signs will be of a professional quality. Sign size shall not exceed 18"x24."
- (c) Real Estate open house signs are permitted only during open house hours.
- (d) Signs must be removed immediately after home is sold.
- (e) Political signs will not be allowed in the entry (by HOA signs) and common areas.
- (f) No more than ten (10) political signs may be placed on the front lawn of any home, sixty (60) days prior to the election. All political signs must be taken down immediately following the election.
- (g) No temporary signs will be placed on a homeowner's property without the homeowner's permission.

3. Lease/Rental and Lease-to-own Agreements

See CC&R 2.02.1-3 for Lease/Rental and Lease-to-own Agreements.

Rule Number 2 – Responsibilities – See CC&R Article 2.04 - Article 2.07

1. Homeowners

- (a) Each homeowner is responsible for the upkeep of their home and flower beds, including weeding, and keeping the lot hazard free and in good repair. This includes sidewalks and driveways. If the homeowner does not provide proper upkeep, fines will be imposed. In cases of structural additions or changes, the contractor or homeowner must submit his/her changes and type of materials to the Architectural Committee prior to building or painting the residence. Any changes in color of home (to include siding, paint, and stucco) must be approved by the Architectural Committee for presentation to the Board.
- (b) Fences, hedges or retaining walls are not authorized without prior approval by the Architectural Committee. The Board of Directors will give final written approval/disapproval.
- (c) **No personal fencing is permitted for those homes bordered by common areas.** The perimeter fence bordering common areas and the back border of homes is owned and maintained by the HOA. Damage done by a homeowner to the perimeter fence bordering the common areas and the back border of homes must be repaired by the homeowner.
- (d) Personal fencing must be approved by the HOA Board, and must be of the same height, design, color and material as the perimeter fencing.
- (e) Personal fences on lots are owned and maintained by the homeowner.
- (f) Any home's sprinkler modification or repair will be at the homeowner's expense. Any increase in mowing, fertilizing, or aerating charges due to unavailability of access (locks on gates, pets, etc.) will be paid by the homeowner.

(g) Trampolines and swimming pools are not allowed in unfenced yards. Homes that are connected to common areas are not allowed to place playground equipment on the common areas. If this rule is violated, fines will be imposed. Temporary items to be placed in a common area for a party need to have HOA Board approval and a Park/Common Area Reservation Form.

(h) All concerns or problems need to be addressed in a **written** format and addressed to the Board of Directors, through the Secretary of the Board.

(i) Each resident will supply to the HOA Treasurer and keep up to date, the name, address, phone number and e-mail address (if applicable), of the registered homeowner. A "Register of Owners" listing will be maintained in accordance with Article 7.04 and Article 15.03 of the CC&R.

2. HOA – See CC&R Article 2.04 - Article 2.07, Article 5 & Article 7

(a) All lawns will be maintained by the HOA. Maintained means mowed, edged, trimmed, aerated, fertilized, emergent weed and pest control, **excluding homeowner's flower beds**. All timer boxes will be unlocked so the HOA can monitor and regulate watering schedules.

(b) The Board of Directors will authorize a removal of snow (push) when the snowfall depth is three inches or more. When a push is called for (at least 3 inches); snow will be removed from all driveways, front sidewalks and common area sidewalks. The homeowner is responsible for snow removal for depths less than three inches. The homeowner may use snowmelt as needed at any time and will be responsible for clearing their steps. No public sidewalk will be obstructed or blocked at anytime (winter or summer) in accordance with Syracuse City Ordinances.

(c) Common areas, including Craig Park, are the property of the HOA and will be maintained and managed by the Park Committee with final approval by the Board in establishing policy and solving problems.

(i) Hours of use – 8:00 a.m. to 10:00 p.m. The Board of Directors must approve all deviations.

(ii) Reservations for Craig Park or the common areas must be made through the Park Reservation Committee. There will be no reservation fee for Craig Estates homeowners or the homes in Phase 3. However, a refundable security deposit of \$25.00 by all users must be paid in advance. If cleaning and/or repairs are necessary after use, the sponsoring homeowner will be assessed the charges and the cost will be deducted from the security deposit. Any additional costs that are more than the security deposit will be due from the homeowner.

Non-HOA homeowners (excluding homes in Phase 3) will be charged a non-refundable reservation charge of \$50.00.

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- (iii) Damage to Craig Park or the common areas, noise, or illegal activities will not be tolerated under any circumstance. A Park/Common Area Reservation Form will be given to everyone when making reservations containing the rules and regulations for the park. The park and common areas must be kept clean and free of litter and pet droppings and left in good repair. People and pets are not allowed on the berm areas.
- (d) All trash accumulated during the activity will be removed by the user.
- (e) The Board of Directors will purchase appropriate liability insurance to cover any member of the Board, Committees and the Common Areas.
- (f) A yearly financial review will be accomplished by the Financial Review Committee, which is independent of any other committees, and reports directly to the President of the Board of Directors. The HOA will sponsor and advertise, at no cost to the homeowners, one garage sale to be held on a Saturday (exact dates to be determined by the Board of Directors) from 8:00 a.m. to 12:00 p.m. This garage sale event is the only garage sale authorized within the HOA.

The HOA will place signs throughout Craig Estates the morning of the Garage Sale and take them down at the end of the day. Each homeowner will have the opportunity to voluntarily participate. Items to be sold will be available in each homeowner's driveway or garage. The homeowner will mark the items for sale accordingly and realize all profits from their sale.

- (g) A family wanting to have an estate sale after the death of an HOA member must obtain permission from the HOA Board.

Rule Number 3 – HOA FEES AND FINES – See CC&R Article 8

In accordance with the Covenants, Conditions and Restrictions (CC&R) and Rules and Regulations establishing Craig Estates, the Board of Directors must set the HOA fee sufficient to provide the maintenance of the common property and lots, utilities, certain services, capital improvements, and insurance. The Board of Directors will assess a penalty fee/fine for delinquent payment of HOA fees and/or fines to members who do not follow the Rules and Regulations of the Association.

1. The HOA Fee Provides:

- (a) Maintenance of all common area property, which includes sidewalks, lawns, sprinkler systems, shrubs, trees, berms and the perimeter fences and maintenance of all lot lawns.
- (b) Snow removal from all residence sidewalks, driveways and common area sidewalks when snow depth is 3 inches or more.
- (c) Public liability insurance as required by the CC&R. (Homeowners' liability and personal property are excluded.)
- (d) Capital improvements, subject to budget limitations and homeowners approval, as defined in the CC&R.
- (e) All attorney fees for collection of non-payment of fees and fines and legal advice regarding

the HOA. (See Rule #3.3.c for HOA members' responsibility for non-payment of fees and fines.)

(f) Amounts which are required to perform the rights, powers and duties of the Association.

2. The Board of Directors will:

(a) Review HOA monthly fee rates each year. Any fee change will be established by the Board of Directors and voted on by the HOA members.

(b) The HOA fee is due the first day of the month and is delinquent after the 14th day of the month.

(c) Late HOA fees will accrue at the rate of 10% per month of the monthly fee and will be imposed whether the residence is occupied or vacant.

(d) Failure to pay monthly HOA fees for a consecutive three (3) month period will result in the Board giving the account to an attorney for collection and legal action. The homeowner will be responsible for all legal fees and collection costs. Under special circumstances (foreclosure etc.), a lien will be placed on the home if there are any fees owed at the time of notice of the foreclosure, etc.

3. Fines

(a) Fines will be imposed by a majority vote of the Board of Directors for any violations of the CC&R and Rules and Regulations. A warning letter will be sent for non-compliance. If the formal notification is not productive; the Board will assess a fine. Subsequent CC&R and Rules and Regulations violations will result in higher fines. The fines will start at \$25.00 for first violation notice non-compliance, \$50.00 per second violation notice non-compliance, etc., after the formal notification is not productive.

(b) Upon receiving a formal **written** complaint, addressed to the Secretary of the Board, the Board will review the complaint and send a written reply to all parties involved.

(c) Assessments and fines that are not paid will result in the Board giving the account to an attorney for collection and enforcement. The homeowner will be responsible for all legal fees and collection costs.

Rule Number 4 – Hazards and Parking – See CC&R Article 2.07.2

1. Hazard on Sidewalks and Common Areas

Bicycles, roller skates/blades, basketball standards, tricycles, skateboards or any other play equipment will not be left on any sidewalks, park and common area lawns or shrub bed (berm) areas.

2. **Parking**

- (a) Parking is not permitted in the “red zones” of Craig Estates. Roadway curbs have been painted red in the unauthorized parking areas.
- (b) Residents will keep their cars in their own driveways and garages. Street parking should be kept to a minimum for access of emergency vehicles and snow equipment. **In accordance with U.S. Postal Services regulations, parking is prohibited in front of mail boxes during normal delivery times.**
- (c) No trailer, boat, truck larger than $\frac{3}{4}$ ton, recreational vehicle or similar vehicle shall be parked on a permanent basis on a lot at Craig Estates unless it is parked inside a garage. As used herein, permanent basis means more than seven (7) days out of any thirty-day period. Owners may not install parking pads on their lot that could be used to park vehicles.
- (c) Residents owning trailers, boats, trucks (larger than $\frac{3}{4}$ ton) or similar equipment vehicles must make arrangements for off-site parking.

Rule Number 5 – Pet Regulations – See CC&R Article 5.03

- (a) Dog runs or kennels are not authorized within Craig Estates.
- (b) Pets are defined as animals that live in the home and do not live outside.
- (c) The HOA and the City of Syracuse adopt and adhere to the Davis County’s “Comprehensive Animal Control Ordinance.” Section 6.12.060 “No person or persons at any one (1) residence within the jurisdiction of this title shall at any one (1) time own, harbor, and license or maintain more than two (2) dogs.” There can be no more than a total of two pets per HOA residence. The animal cannot become a nuisance either through damage, unsanitary conditions, unreasonable odors and noise or safety concerns. Whenever a dog is allowed outside, it shall be on a leash or some other appropriate restraint. Dogs kept in the HOA must be no taller than 15 inches at shoulder height when full grown as of 16 August 2011. Dogs larger than as stated above in residence prior to 16 August 2011, will be grandfathered in the restrictions.
- (d) Pets will not be allowed to disturb or menace other residents. Upon **written** complaint, sent to the Secretary of the HOA Board, from two (2) or more homeowners, a written notice will be given to the non-compliant homeowner to correct the problem. The homeowner will be assessed fines if the problem is not corrected after they receive the written notice.
- (e) Each pet owner will pick up and dispose of pet droppings. This requirement includes the lawns for mowing purposes. In the event that lawn service personnel cannot mow because of pet droppings, lawn service will be at the homeowner’s expense if they are called out again.
- (f) No dogs shall be permitted in any of the park or common areas unless carried or on a leash.

Rule Number 6 – Changes and Disputes

Interpretation, changes, disputes or questions to the CC&R or the Rules and Regulations will be resolved and managed by a majority vote of the Board of Directors.

COMMUNITY AMENITIES

At the center of the new development is a large common space. In the center of space we plan to provide the community a place where (when reservations are made with the HOA) residents can gather for a family reunion or large gathering. This center piece will be a large decorated pavilion with a built in grill including countertops and bar areas to serve prepared food. There will be benches and tables for participants to gather around.



In cooperation with the existing HOA, we are still determining and developing ideas for more amenities that will be spread throughout the common spaces. Some of the possibilities that have been presented are: dog wash area, children's playground, and exercise stations.

COMMUNITY

This development is the first for these developers and the property has been in their family for several years. The development has 19 lots available and are projected to sell for a price in the high 200's. These lots are very desirable and will be in high demand. With the senior activities at the Syracuse City Community Center, the assisted living facility to the north, and the Rush Aquatics water aerobics classes, this will be a great opportunity for seniors to stay active and close to home.



ABOUT US

This development is being brought together by a new team. This team consists of a group of friends who have worked on rehabilitating other homes and decided that it was time to start developing and building their own projects. Having been residents of Syracuse for many years, their goal is to provide a well-designed subdivision that supports the city's general plans and goals.

For more information Contact Adam Benard at 801-499-9445 or Mike Waite at 801-821-0640.



TO: Community Development, Attention: Royce Davies
FROM: Jo Hamblin, Fire Marshal
RE: Jackson Court Preliminary Plan

DATE: July 7, 2016

I have reviewed the preliminary plan submitted for the above referenced project. The Fire Prevention Division of this department has the following comments/concerns.

1. The minimum fire flow requirement is 1000 gallons per minute for 60 consecutive minutes for residential one and two family dwellings. Fire flow requirements may be increased for residential one and two family dwellings with a building footprint equal to or greater than 3,600 square feet or for buildings other than one and two family dwellings. Provide documentation that the fire flow has been confirmed through the Syracuse City Engineering Division, Water Model.
2. Fire hydrants and access roads shall be installed prior to construction of any buildings. All hydrants shall be placed with the 4 1/2" connection facing the point of access for Fire Department Apparatus. The amount of fire hydrants exceeds the minimum required by IFC; their locations at the end of the streets have the potential to be blocked by snow removal and shall be moved to a more suitable area. Changes may be shown on the street designs.

These plans have been reviewed for Fire Department requirements only. Other departments must review these plans and will have their requirements. This review by the Fire Department must not be construed as final approval from Syracuse City.



Jackson Court Subdivision

2008 South 2000 West

Engineer Preliminary Plan Review

Completed by Brian Bloemen on July 13, 2016

Below are the engineering comments for the Jackson Court Subdivision.

Plat:

1. Verify with the County the subdivision name has not been previously used.
2. Consult with planning for addressing.
3. The parcel lies in section 16 not section 26.
4. Submit a plat with final.

Plans:

1. Install ADA ramps at all pedestrian crossings.
2. No secondary water is shown.
3. Add street lights to the plans.
4. Submit detention calculations. Detention for a 100 year storm event is required.
5. Relocate the hydrants to the sides of the dead ends so they are not blocked by snow.
6. Basements cannot be constructed unless serviced by land drain.
7. Show utility laterals and grades on final plans.
8. Submit a final overall grading plan with final plans.
9. A detention basin maintenance agreement will be required.

If you have any further comments or questions please feel free to contact me at 801-614-9630.

Sincerely,

Brian Bloemen, P.E.
City Engineer



Mayor
Terry Palmer

City Council
Karianne Lisonbee
Mike Gailey
Corinne Bolduc
Andrea Anderson
David Maughan

City Manager
Brody Bovero

Subdivision Preliminary Plan Review

July 11, 2016

Adam Bernard
1852 Mueller Park Road
Bountiful, Utah
84010

Dear Mr. Bernard,

The Syracuse City Community and Economic Development Department has conducted a review of the Jackson Court preliminary plan for compliance with the city's adopted land use ordinance. Please refer to the following table for items that may need additional attention.

	Syracuse Municipal Code Reference	Staff Comments
1	<p>8.25.010 Preliminary Plat. The preliminary plat shall comply with the following requirements:</p> <p>(A) Submission Requirement. Submit four standard 22-inch by 34-inch copies (see standard drawing No. 1), one reduced to 11-inch by 17-inch (one-half scale) copy, plus one PDF copy of the preliminary plat, for review at least two weeks prior to the next regularly scheduled meeting of the Planning Commission, in accordance with the Community Development submittal policy. Once a complete application has been received, the Community Development Department shall schedule a public hearing within a reasonable time in light of the complexity of the application, the number of other applications received, available staff resources, and applicable public notice requirements. Such notice shall be given in accordance with SCC 10.20.050. The Community Development Director shall, if a complete application is not so submitted in a timely manner, postpone scheduling a public hearing for consideration thereof until complete.</p> <p>(B) General Information Required.</p> <ol style="list-style-type: none"> (1) The proposed name of the subdivision. (2) The location of the subdivision, including the address of the section, township and range. (3) Date of preparation. (4) The location of the nearest bench mark and monument. (5) The boundary of the proposed subdivision. (6) Legal description of the subdivision and acreage included. (7) Location, width and name of existing streets within 200 feet of the subdivision and of all prior platted streets and other public ways, railroad and utilities rights-of-way, parks and other public open spaces, permanent buildings and structures, houses or permanent easements, and section and corporate lines within and adjacent to the tract. (8) Easements for water, sewer, drainage, utility lines, fencing, and other appropriate purposes. (9) The layout, number, area, and typical dimensions of lots, streets, and utilities. (10) Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in a subdivision including, but not limited to, sites to be reserved or dedicated for parks, playgrounds, schools or other public uses. (11) Current inset City map showing location of subdivision. (12) Boundary lines of adjacent tracts of undivided land showing ownership. (13) Location of all wells, proposed, active and abandoned, and of all reservoirs within 	<p>-Include city map inset showing subdivision location.</p>

Subdivision Preliminary Plan Review

	<p>the tract and to a distance of at least 100 feet beyond the tract boundaries.</p> <p>(14) Existing sewers, field drains, water mains, culverts or other underground facilities within the tract and to a distance of at least 100 feet beyond the tract boundaries, indicating pipe size, grades, manholes and exact location.</p> <p>(15) Existing ditches, canals, natural drainage channels, open waterways, and proposed alignments within the tract and to a distance of at least 100 feet beyond the tract boundaries.</p> <p>(16) Contours at two-foot intervals for predominate ground slopes within the subdivision between level and 10 percent, and five-foot contours for predominate ground slopes within the subdivision greater than 10 percent.</p> <p>(17) The plat shall be drawn to a scale of not less than one inch equals 100 feet and shall indicate the base of bearing true north.</p> <p>(18) The developer's detailed plan for protecting future residents of his development from such hazards as open ditches, canals or waterways, nonaccess streets, open reservoirs or bodies of water, railroad rights-of-way and other such features of a potentially hazardous nature located on, crossing, contiguous or near to the property being subdivided, with the exception that the developer's plan need not cover those features which the Planning Commission determines would not be a hazard to life and/or where the conforming structure designed to protect the future residents would itself create a hazard to the safety of the public. The foregoing does not relieve the developer of the duty to investigate all possible means of protecting future residents from a potential hazard before a determination is made that the only conceivable means of protection is potentially more hazardous than the hazard itself.</p> <p>(19) Location of existing and proposed land drains.</p>	
4	<p>10.75.040 Minimum lot standards.</p> <p>All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards:</p> <p>(A) Density: overall density of six dwelling units per gross acre.</p> <p>(1) The development shall provide a standard road right-of-way of 60 feet which shall include curb, gutter, and sidewalk improvements;</p> <p>(2) Open space/common space shall be a minimum 50 percent of the total land area, excluding roadways, buildings, acreage and excluding any above-ground City infrastructure. Of that 50 percent, 30 percent shall be in open space and 20 percent in common space;</p> <p>(3) For detention ponds to be considered common space they must include amenities recommended by planning commission and city council;</p> <p>(4) The aesthetic and landscaping proposals shall provide for trees and shrubs that break up the look of having the same building style duplicated throughout the development and shall be in accordance with the Architectural Review Guide;</p> <p>(5) For the purpose of this section, landscaping is not considered to be an amenity;</p> <p>(6) The development shall provide adequate off-street parking area(s), subject to requirements of this chapter and off-street parking requirements as found in Chapter 10.40 SCC; and</p> <p>(7) The development design shall include a direct connection to a major arterial, minor arterial, or major collector roadway.</p> <p>(B) Lot width: determined by development plan.</p>	<p>-The development proposes to be an extension of Craig Estates which connects to 2000 West. If approved by the City Council, the direct connection to a major arterial, minor arterial, or major collector roadway will be met.</p>

Subdivision Preliminary Plan Review

<p>(C) Front yard: 20 feet.</p> <p>(D) Side yards: a minimum of 16 feet between primary structures and eight feet from the property line.</p> <p>(E) Rear yard: a minimum of 15 feet.</p> <p>(F) Building height: as allowed by current adopted building code, with a maximum height of 30 feet to the top of the roof structure.</p> <p>(G) Structure: attached units shall not have a single roofline and shall have variations in architectural style between the buildings. The units shall include a minimum of two-car garages for each unit and shall not be the major architectural feature of the building.</p>	
<p>10.75.050 Development plan and agreement requirements</p> <p>(A) Subdivision ordinance requirements shall generally apply to planned residential communities. The developer shall submit a residential development plan of all project phases for City consideration and approval and shall integrate the proposed development plan into a development agreement between the developer and City. The development agreement shall undergo an administrative review process to ensure compliance with adopted City ordinances and standards with approval by the City Council. The subdivider shall develop the property in accordance with the development agreement and current City ordinances in effect on the approval date of the agreement, together with the requirements set forth in the agreement, except when federal, state, county, and/or City laws and regulations, promulgated to protect the public's health, safety, and welfare, require future modifications under circumstances constituting a rational public interest.</p> <p>(B) A planned residential development must have a minimum of five acres.</p> <p>(C) The developer shall landscape and improve all open space around or adjacent to building lots and common spaces and maintain and warrant the same through a lawfully organized homeowners' association, residential management company, or similar organization.</p> <p>(D) The development plan submitted for review shall show the location and building elevations with exterior building materials, size, and general footprint of all dwelling units and other main buildings and amenities.</p> <p>(E) The development plan submitted for review shall include landscaping, fencing, and other improvement plans for common or open spaces, with the landscaping designed in accordance with an approved theme to provide unity and aesthetics to the project. The plan shall include all special features, such as ponds, fountains, signs, walking paths, inviting entryways, etc., together with a landscape planting plan. Common space should be the emphasis for the overall design of the development, with various community facilities grouped in places well related to the common space and easily accessible to pedestrians.</p> <p>(F) A planned residential community shall be of sufficient size, composition, and arrangement to enable its feasible development as a complete unit, managed by a legally established owners' association and governed by enforceable, duly recorded CC&Rs.</p>	<p>-All public seating areas should have a minimum of a shade tree on the south and west to provide shade during the heat of the day. Currently, the benches in the central common area are not shaded.</p> <p>-Specify tree species in the cul-de-sac park strip. Approved species for various park strip widths are found in the Syracuse City Code 10.30.70 "Shade trees."</p>

Thank you for your interest in investing in Syracuse City. Please feel free to contact me with any questions concerning this project.

Regards,

Royce Davies
 City Planner
 (801) 614-9632
 rdavies@syracuseut.com



PLANNING COMMISSION WORK MEETING AGENDA

July 19, 2016

Agenda Item #2a **Creation of new Master Planned Community Zone**

Factual Summation

The City Council has asked the Planning Commission to provide input into the creation of a new zone which could be used to create a large scale master planned community. The zone would be called "Master Planned Community Zone" or MPC. A master planned community as envisioned, would include smaller lots, but also include ample open spaces and amenities. The zone would allow for flexibility in lot sizes and density to accommodate a variety of housing types that are currently in high demand. The City Council has spent time considering the smaller lot sizes that would be included in a development of this type and has found that overall, the development allowed by the new zone could provide benefit to the city, specifically in the open spaces that would be required in exchange for the density

The City Council has requested the Planning Commission to explore language to be included in the MPC zone that will ensure only the highest quality development in exchange for density that is higher than average in our community. A recommendation is requested by this group on how to ensure that the Syracuse City Master Plan is expressed through the zone's required architecture, open spaces, and neighborhood design.

The 2015 General Plan Master Plan explains "Syracuse City will always honor and welcome the traditional agricultural activities and heritage in the community, but the City must face the reality of the population growth. The City must strive to do its best to preserve the historical nature and character of the community while at the same time respecting the property rights of those agricultural landowners who no longer wish to use their land for agricultural purposes."

The city is experiencing a high rate of development pressure on the last remaining large and contiguous blocks of agricultural land in the City, and while this presents challenges, it is this Commission's charge to make recommendations to the Council that will find the right balance between property rights and preserving the character of the community.

July 5th, 2016 - The Commission discussed the new MPC zone that would allow higher density and smaller lot sizes and expressed discomfort about creating such a zone.

Attachments:

- Draft MPC Ordinance
- Similar Housing Product Examples

Chapter 10.xx

Master Planned Community Zone (MPC)

Sections:

- 10.xx.010 Purpose.
- 10.xx.020 Permitted uses.
- 10.xx.030 Conditional uses.
- 10.xx.040 Minimum lot standards.
- 10.xx.050 Off-street parking and loading.
- 10.xx.060 Signs.
- 10.xx.070 Development requirements

10.xx.010 Purpose

The purpose of this zone is to maximize the development quality of large tracts of undeveloped land that will afford opportunities for a more cohesive design and well thought out development pattern than may occur with smaller acreage development projects. The intent is to create single family neighborhoods that: have resilient property values, demonstrate superior architecture, provide a variety of housing styles and designs for young and mature households alike, provide areas for social interaction, are safe and family friendly, and increase the health and wellness of its residents by providing amenities and open spaces that encourage active lifestyles.

10.xx.020 Permitted uses.

The following, and no others, are uses permitted by right provided the parcel and/or building meet all other provisions of this title and any other applicable ordinances of Syracuse City.

- (A) Accessory uses and buildings (200 square feet or less).
- (B) Agriculture.
- (C) Churches, synagogues, and temples.
- (D) Dwellings, single-family.
- (E) Educational services.
- (F) Household pets.
- (G) Minor home occupations.
- (H) Public and quasi-public buildings.
- (I) Public parks.
- (J) Residential facilities for persons with disabilities.

10.xx.030 Conditional uses.

The following, and no others, may be conditional uses permitted after application and approval as specified in SCC 10.20.080:

- (A) Accessory uses and buildings (greater than 200 square feet) (minor) (min lot size of 8,000 sf)
- (B) Day care centers (major). (min lot size of 8,000 sf)
- (C) Dwellings, accessory (major/minor, see SCC 10.30.020) (min lot size of 5,600 sf)
- (D) Temporary commercial uses (see SCC 10.35.050) (minor).

10.xx.040 Minimum lot standards.

(1) All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards:

(A) In no case shall the total maximum density exceed 4 units per gross acre.

(B) No more than 50% of the total units shall be SFD-3500.

(C) In general, the smallest lots should be located closest to an arterial or collector road in order to more efficiently distribute traffic impacts.

(D) All lots shall have frontage along a publicly dedicated street with the exception of interior lots in the SFD-3500, which may have frontage upon a shared driveway to be maintained by the H.O.A. Frontage requirements for lots on a shared driveway shall be the same as if fronting on a public street.

Lot Standards	SFD-10000	SFD-8000	SFD-5600	SFD- 3500
Minimum Lot Area (SF)	10,000	8,000	5,600	3,500
Minimum Lot Width (LF)	90	70	56	42
Minimum Front Yard to Living Space or Open Porch (LF)	20	20	15	10
Minimum Street Facing Garage Setback (Measured From Front of Living Space) (LF)	5	5	5	5
Minimum Interior Side Yard (LF)	10	8	8	5
Minimum Street Side Yard (LF)	15	15	15	10
Minimum Rear Yard (LF)	20	15	15	10
Alley Rear Yard Setback to Garage or Living Space (LF)	20	20	0	0
Maximum Building Height	35	35	35	35
Off Street Parking	2	2	2	2.5

10.xx.050 Off-street parking and loading.

Off-street parking and loading shall be provided as specified in Chapter 10.40 SCC. [Ord. 15-24 § 1 (Exh. A); Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-12-050.]

10.xx.060 Signs.

The signs permitted in this zone shall be those allowed in residential zones by Chapter 10.45 SCC. [Ord. 15-24 § 1 (Exh. A); Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-12-060.]

10.xx.070 Development Requirements

- Minimum land requirements for MPC zone: 100 contiguous acres; contiguous being defined as property within 200 yards of one another. Future developments not meeting the minimum 100 acre requirement may be considered to be part of the existing development, if the development is compatible with the elements listed in this Chapter and included in the existing HOA.
- Land Use Master Plan
 - A Land Use Master Plan shall be submitted congruently with the concept plat application and in addition to the requirements of the concept plat submittal found in 8.20.010. The plan shall include the following:
 - Existing property boundaries
 - Proposed lot lines
 - Color coded categories grouped by lot size and/or housing product type
 - Table indicating gross calculations such as number of lots in each housing/lot size category and acreage/ percentage of common space
 - Location and size of common spaces
 - Configuration of streets, trails, and sidewalks
- Architectural Theme Plan
 - An architectural Theme Plan shall be submitted congruently with the preliminary plat application and in addition to the requirements of the preliminary plat submittal found in 8.25.010. The plan shall include the following:
 - Examples of design themes that can be duplicated throughout the development that will provide unity and sense of place. Examples may include cladding materials, roof styles, light fixtures, colors, textures, or architecture styles such as Craftsman, Contemporary, Colonial, Mediterranean, Cape Cod, etc.
 - Conceptual elevations and floor plans
 - All plans must adhere to the Architectural Requirements detailed in this chapter.
- Landscape Theme Plan
 - A Landscape Theme Plan shall be submitted congruently with the preliminary plat application and in addition to the requirements of the preliminary plat submittal found in 8.25.010. The plan shall include the following:
 - Landscape plans for all HOA or common open spaces, streetscapes, and any additional land to be landscaped by the project developer are required. Plans shall specify:
 - tree locations
 - hardscape locations
 - amenities

- sidewalks
 - trails
 - fencing
 - entry monument signage design and landscaping

- Architectural Requirements
 - The following standards apply to homes within the Master Planned Community Zone:
 - Stucco, masonry, fiber cement siding and/or similar construction products shall be used on all exterior walls. No vinyl siding shall be permitted.
 - A minimum of two (2) elevations shall be drawn for each dwelling unit type. Differences between elevations may include rooflines, use of exterior materials, color schemes, use of size of porches, window location, size, shape or treatments and similar features that vary the appearance of the elevation.
 - Where the same dwelling unit type is to be constructed adjacent to or directly across the street, a different elevation shall be used including a different roofline, exterior materials, and color schemes.
 - Rear or side end facades that are visible to a street, park or trail shall include additional treatments such as the addition of the front façade wainscoting down the visible side facade, additional fiber cement siding, additional windows, pop-outs and window or door.
 - To assist in adding architectural variety, side facing, detached, or alley fed garages are encouraged.
 - Outdoor living spaces such as porches, balconies, rooftop gardens, stoops, or patios are required on all dwelling units. Outdoor living spaces must be sized adequately for seating and be oriented towards the street or shared driveway to encourage social interaction with neighbors.
 - When possible, the front façade shall front a public street instead of an interior driveway.

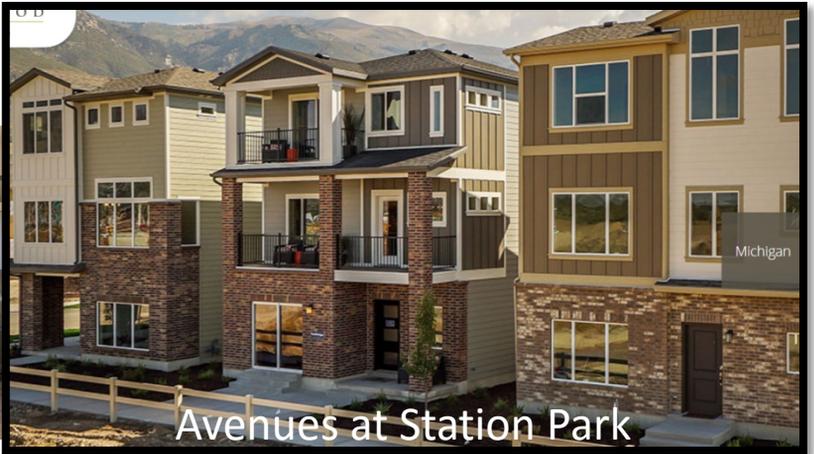
- Common Space Requirements:
 - At least 10% of gross project acreage shall be established as common space.
 - Remnant parcels that are inaccessible, have a boundary shape that will not accommodate an amenity, or are otherwise unusable may not be counted towards the common space calculation.
 - Yard areas within single family detached lots that are intended as useable yard space for the individual units shall not be counted toward meeting the minimum common space requirement.

- Common space areas may include land donated for schools, churches or similar civic, educational, or religious uses as long as those uses provide developed and publicly accessible common spaces.
 - Land dedicated to the city for use as a public park shall be counted towards common space as agreed upon by the City Council with terms and parameters of development and maintenance established in a development agreement.
 - Landscaping alone does not qualify an area as common space. However, informal landscaped areas for play, relaxation, and meditation are encouraged.
 - Unless otherwise approved by the Council, and subject to the provisions set forth in this Chapter, the underlying fee ownership of all publicly accessible open space land shall remain in single ownership and may be owned and maintained by one of the following entities: homeowners' association, land trust, conservation organization, or governmental entity.
 - Landscaping within common areas must be completed prior to approval of the next consecutive phase of the subdivision.
- Required Amenities:
 - Amenities such as trails, benches, sports fields, picnic shelters, clubhouses, pools, basketball courts, tennis courts, community gardens, pickle ball courts, playgrounds, splash pads, or other amenities as approved by the City Council are required in each common space.
 - Clubhouse plans shall go through site plan review as detailed in 10.20.090 before receiving a building permit.
 - No dwelling shall be located further than 1/8 mile from an amenity.
 - Amenity access shall be shown on a circulation plan indicating how amenities will be accessed by automobiles, cyclists, and pedestrians.
 - Storm water detention basins may be considered as common space only if they are designed, landscaped, and include an amenity.
- Property Maintenance: A Home Owners Association (HOA) is required to ensure that amenities, common spaces, and street trees are maintained and/or replaced as needed. The HOA covenants of the community shall be recorded with the county and applied to all phases of development. .
- Landscaping Requirements:
 - Entry monuments are required at main entrances from arterial roads.
 - Entry monuments shall match the approved theme of the development and be surrounded by landscaping.
 - Entry monuments must be maintained by the development HOA.
 - Maximum fencing height shall be (3) feet unless otherwise required by the buffer ordinance found in 10.30.080.

- Fencing is encouraged to be of a rail or picket style to afford social opportunities and open views.
 - Yard areas shall be designed to avoid water pooling and steep grade changes between lots
 - Streetscapes shall be designed for pedestrian safety and visual interest through the use of variable front yard setbacks and inclusion of traffic calming measures.
 - Tree lined streets are required.
 - Street trees shall have a minimum two-inch caliper trunk size measured 12 inches above ground level, at the time of installation.
 - Best management practice recommendations as published by the International Society of Arboriculture (ISA) shall be followed to improve tree survival.
 - Street trees damaged or killed must be replaced within one planting season by the HOA.
 - Street trees shall be planted by the developer before occupancy of the home in front of which the tree will be planted.
 - During winter months when tree planting is not practical, the developer shall place sufficient funds in an escrow account to be released once planting is completed.
 - Street trees shall be selected in accordance with the approved tree species in city code 10.30.070.
 - Street trees shall be spaced according to the approved species and park strip width. In no case shall street trees be planted further than 50 feet apart.
 - The landscape plan shall account for aesthetics and passive solar landscape design. Wherever possible, deciduous vegetation including trees and structured climbing plants shall be positioned on the south and west side of building to provide shade in the summer and sun in the winter. The proposed height of these trees should be indicated on plans to ensure that their height is adequate to provide passive solar benefits to adjacent structures.
- Traffic Circulation Requirements:
 - A hierarchy of Local, Collector, and Arterial shall be designed as specified in the Transportation Master Plan or determined by staff review.
 - Collector streets should not contain right angles and should be generally continuous, utilizing traffic calming measures such as chicanes, curb “bulb-outs”, street islands, mid-block pedestrian crossings, bicycle lanes, cycle tracks, curbed bio swales, raised planted medians, street trees, decorative crosswalks, traffic circles, or other measures approved by the City Council. All traffic calming measures shall comply with the International Fire Code.
 - All local streets should utilize the low volume local cross section from the city engineering standards.

- Dedicated pedestrian and cycling facilities designed to provide safe and attractive recreation opportunities are required to be included in each street right-of-way.
- All required street lighting shall match the development theme, as approved by the City Council.
- All corners of street intersections must be landscaped with decorative landscaping including boulders, shrubs, decorative grasses, mulch, flagstones, decorative ground-cover other than sod, or other decorative measures approved by the City Council.
- Alleys shall be a maximum of 16 feet in width.
- Paved walkway to the front door which extends to the public walkway or public street shall be provided. Decorative landscaping shall be included for 1.5 feet on one or both sides of all private walkways leading to front doors.
- Block size:
 - Blocks shall not exceed 1,320 in length.
 - Mid-block pedestrian access ways shall be provided where block lengths are longer than 1,000 ft. or to maintain the maximum 1/8 mile distance between amenities and residents.
- Trails:
 - All trail locations within the development boundaries shall be improved according to the Trails Master Plan and built to city engineering standards.
 - Trails should connect with other sidewalks and trail facilities whenever possible.
 - A 10' wide asphalt trail is encouraged in lieu of sidewalk along arterial roads.
 - Trailside seating is required at 0.5 mile intervals along the trail system.
 - Seating shall be built over a weed barrier or solid surface.
 - If trails will be dedicated to the city, all trail maintenance and ownership agreements shall be finalized in a development agreement.
- Sensitive Areas:
 - Wetland areas identified through studies required in the sensitive overlay zone, shall be preserved with a conservation easement.

Similar Housing Product Samples – (Single family only)



Avenues at Station Park



Stillwater Cottages



Foxboro North - Woodside



Amenity Examples – Foxboro North – Woodside Homes

