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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
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BY: ZJM, DEPUTY - WI 68 P.  
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**WHEN RECORDED, MAIL TO:**  
David E. Gee, Esq.  
Parr Waddoups Brown Gee & Loveless  
185 South State Street, Suite 1300  
Salt Lake City, Utah 84111

Parcel I.D. Nos. \* \_\_\_\_\_

Space above for use by Recorder

- \*21-26-201-001
- 21-26-200-015
- 21-26-401-003

**DECLARATION**  
**FOR**  
**SOUTH BINGHAM JUNCTION**

## DECLARATION FOR SOUTH BINGHAM JUNCTION

THIS DECLARATION FOR SOUTH BINGHAM JUNCTION ("**Declaration**") is executed as of November 20, 2007 by and among ARBOR GARDNER BINGHAM JUNCTION HOLDINGS, L.C., a Utah limited liability company, with an address of 90 South 400 West, Suite 360, Salt Lake City, Utah 84101 Attn: Christian K. Gardner, Salt Lake City, Utah 84101 ("**Declarant**"), and ARBOR GARDNER BINGHAM JUNCTION LANDS, L.C., a Utah limited liability company ("**Current Owner**").

### RECITALS

A. Declarant and Current Owner together own all of those certain parcels or tracts of real estate in the City of Midvale, State of Utah (the "**City**"), as more particularly described in Exhibit "A" attached hereto (the "**Property**"). Unless otherwise defined in the introduction to this Declaration or these Recitals, capitalized terms used in the introduction to this Declaration or these Recitals shall have the meanings set forth in Section 1.1 of this Agreement.

B. The Property is currently zoned Brigham Junction Zone (the "**Applicable Zoning Ordinance**") as set forth in Section 17-7-9 of the Midvale City Code, as amended. The Applicable Zoning Ordinance establishes both the procedural and substantive requirements for approval of development of the Property.

C. The Property is part of a larger tract of real property that is subject to a certain Amended and Restated Declaration for Bingham Junction ("**Master Declaration**"). The Master Declaration was dated November 20, 2007 and recorded November 20, 2007 as Entry No. 10281123 in Book 9539, at page 6921, of the Official Records of Salt Lake County, Utah.

D. The City and Founder (as defined in the Master Declaration) entered into a Master Development Agreement dated April 6, 2005 pursuant to which the City has approved the Bingham Junction Large Scale Master Plan (the "**Master Plan**") for the development of the Project.

E. The City and Declarant have entered into a Development Agreement dated November 20, 2007 pursuant to which the City has approved the South Bingham Junction Small Area Master Plan (the "**South Master Plan**") for the development of the Property. The South Master Plan divides the Property into Project Areas and certain parcels that will be dedicated for use as open areas (the "**Open Areas**"). Each Project Area will be developed for certain uses and shall be restricted to those uses by this Declaration. A copy of the South Master Plan and a description of each Project Area are attached as Exhibit "B".

F. Declarant has caused the "South Bingham Junction Master Property Owners Association, Inc., a Utah nonprofit corporation (the "**South BJ Master Association**")", to be

incorporated under the laws of the State of Utah, as a master property Owners association, for the purpose of exercising the functions identified in this Declaration.

G. Declarant and Current Owner have established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance and preservation of the Property.

NOW, THEREFORE, Declarant and Current Owner hereby declare as follows:

I.

**DEFINED TERMS**

1.1 Defined Terms. Certain capitalized terms are previously defined in the introduction and Recitals to this Declaration. The following additional capitalized terms shall have the meanings set forth below, unless the context requires otherwise:

“**Actions**” means all lawsuits, causes of action, arbitrations, administrative actions or proceedings, mediations and other proceeding, whether judicial, administrative or otherwise with respect to a specified matter.

“**Affiliate**” means, with respect to any specified Person, each of the following Persons:

(i) Any member, manager, partner, director, officer, employee or agent of such specified Person at any level removed;

(ii) Any Person which owns, directly or indirectly, any interest in the capital, profits or voting control of such specified Person at any level removed; and

(iii) Any Person in which such Member or other specified Person at any level removed owns directly or indirectly more than twenty percent (20%) of the capital, profits or voting interest.

“**Affordable Housing Plan**” means that certain plan agreed to by the City and Declarant or its affiliates as Exhibit C to the Reimbursement Agreement, respecting development and preservation of affordable housing in the Project, and any amendments thereto.

“**Affordable Housing Restrictions**” means those restrictions and/or covenants imposed by or at the discretion of Declarant on a portion of the Property, as specifically designated by Declarant, to comply with the terms of the Affordable Housing Plan, pursuant to applicable provisions of this Declaration.

“**Articles**” means the Articles of Incorporation for the South Bingham Junction Master Property Owners Association, Inc., a Utah nonprofit corporation, as amended at any time and from time to time.

**“Assessment(s)”** means any and all assessments for expenditures made or liabilities incurred by or on behalf of the Declarant and the South BJ Master Association in carrying out their responsibilities or duties or exercising their rights under this Declaration and the other Governing Documents, and may or be subject to Late Fees, attorneys’ fees, and interest at the Default Rate.

**“Assessment Lien”** means that lien upon recordation of a Notice of Assessment Lien created by reason of the delinquency of an Owner in paying an Assessment as provided for and described in Article IV.

**“Board”** means the body described in Section 3.1 to act on behalf of the South BJ Master Association, as provided for more fully in this Declaration and the Articles and the Bylaws.

**“Building”** means any enclosed structure designated for occupancy by the Owner or Permittees, constructed or located on a Unit, which for the purpose of this Declaration shall include any appurtenant supports, service areas and other outward extensions.

**“Bylaws”** means the Bylaws adopted by the South BJ Master Association, as amended at any time and from time to time.

**“Claims”** means, with respect to a specified matter, any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages and liabilities of every kind and character whatsoever, including, without limitation, any action, omission, misrepresentation or other basis for liability founded either in tort, contract or otherwise and the duties arising thereunder, whether currently existing or which may hereafter accrue, known or unknown, anticipated or unanticipated, in law or in equity, liquidated or unliquidated, contingent or otherwise.

**“Common Areas”** means all the areas on a Unit which, at any time and from time to time, are made available for the general use, convenience and benefit of all Permittees of any other specified Unit or Units, as the same may be modified at any time and from time to time in accordance with this Declaration. Without limitation, Common Areas shall include the following areas within the exterior boundaries of the Project Areas that are available to Permittees of any other Unit or Units: (i) all roadways and driveways; (ii) all sidewalks and walkways; (iii) all landscaped and planted areas, including areas immediately adjacent to the Project such as, but not limited to, landscaped medians; and (iv) parks, lakes, natural habitat and waterways.

**“Declarant”** means Arbor Gardner Bingham Junction Holdings, L.C., a Utah limited liability company (which is the Person designated as “Declarant” in introduction of this Declaration) for so long as it or any one of its Affiliates: (i) is an Owner of any Unit within the Property; and (ii) has not recorded a notice of its resignation of Declarant as set forth below in this definition. If at any time neither the designated Declarant nor any of its Affiliates is an Owner of any Unit within the Property, or if Declarant records a notice stating that it has resigned as Declarant, then such Declarant shall designate the successor Declarant, which shall either be the South BJ Master Association or another Owner of a Unit within the Property. Such designation shall be in the form of a written amendment to this Declaration, which shall be

signed and acknowledged by the resigning Declarant and the designated successor Declarant, shall be in recordable form, and shall be effective when such amendment to this Declaration is recorded with the Recorder. Upon recording such an amendment, the successor Declarant shall have all rights, powers, duties and obligations granted to and assumed by the originally named Declarant under this Declaration, including, without limitation, the right to designate its successor Declarant, which designation shall occur in accordance with the foregoing procedure as though the successor Declarant were the original Declarant. In all events, the Declarant or one of its Affiliates shall either be the South BJ Master Association or the Owner of a Unit within the Property. If a Declarant which is not the South BJ Master Association is no longer eligible to serve in such capacity but fails within ninety (90) days of written request of the South BJ Master Association to designate a successor Declarant, then the South BJ Master Association shall automatically become the Declarant hereunder. The right to be Declarant is determined pursuant to this provision and does not run with the land as to any Unit within the Property, it being intended that the Declarant status be personal to the original named Declarant and each specifically and properly named successor.

**“Default Rate”** means that annual rate of interest equal to the interest rate per annum published by the Wall Street Journal as the prime rate (or in the event the Wall Street Journal no longer publishes a prime rate, then the prime rate or reference rate announced by the then largest federally chartered bank in Utah in terms of deposits) from time to time plus two percentage (2%) points per annum, but in no event more than any maximum rate of interest permitted by law.

**“DEQ”** means the Utah Department of Environmental Quality.

**“Development Policies”** shall have the meaning set forth in the Master Declaration.

**“Development Rights”** means those development rights reserved and retained by Declarant pursuant to Part X.

**“EPA”** means the United States Environmental Protection Agency.

**“Governing Documents”** means those documents listed in Section 2.4, as amended from time to time.

**“Improvement(s)”** means any and all buildings, structures, site work, landscaping, improvements, and other items placed on a Unit or installed within or upon a Unit.

**“Institutional Control Process Plans”** shall have the meaning set forth in the Master Declaration.

**“Institutional Controls”** shall have the meaning set forth in the Master Declaration.

**“Late Fee”** means a reasonable fee for late payment of an Assessment, as established by the Board from time to time.

**“Master Association”** means the owners association which was formed and is now existing pursuant to the Master Declaration.

**“Member”** shall have the definition provided in the Bylaws.

**“Mortgage”** means an indenture of mortgage or deed of trust on a Unit or a sale and leaseback transaction.

**“Mortgagee”** means any mortgagee under a Mortgage, or trustee or beneficiary under a deed of trust constituting a lien on all or any portion of any of the Units or any leasehold interest in the Project Areas, or on any ground lessor under any ground lease or master lessor under any master lease with respect to all or any portion of any of the Project Areas. The interest held by any Mortgagee in any Unit shall be subordinate to this Declaration.

**“Notice of Assessment Lien”** means a notice recorded in the office of the Recorder, and such other place or places as may be required by law, by any Person to whom is owed any assessment or other sum of money payable by any Owner pursuant to any provision of this Declaration stating that said assessment or sum has not been paid and that the applicable grace period for such payment, if any, has expired.

**“Open Space Areas”** means the following open space parcels identified on the South Master Plan, which are as follows: **Parcels A-G on the South Master Plan.**

**“Owner”** means: (i) each Person, who, at any given time, holds fee title to any full Unit; or (ii) a ground lessee of any full Unit if the Owner of such Unit so designates such ground lessee to be the Owner, which designation must be set forth in a written statement recorded with the Recorder. In addition:

(i) Except as set forth above with respect to a ground lessee, an Owner shall not include tenants and sublessees of a Unit.

(ii) In the event, at any time, that an interest in the full Unit shall be vested in more than one Person, a majority of such Persons voting by undivided interest shall have the right to designate and subsequently replace only one (1) of them to act on behalf of all such Persons in the performance of the provisions of this Declaration. Any such designation shall be in writing, duly executed and acknowledged by each such Person. A copy of such designation shall be delivered to the Declarant in accordance with the notice provisions of this Declaration, and an original of such designation shall be recorded with the Recorder.

(iii) If a Unit is converted to a condominium project, the individual owners of condominium units shall not constitute “Owners” of the Unit covered by the condominium declaration and map, and the condominium units shall not constitute Units under this Declaration. The Owner of a Unit which is converted to a condominium project shall be the owner’s association or condominium association for the condominium project located on the original Unit.

(iv) If a planned unit development is created with respect to a Unit, then the individual lot or unit holders shall not constitute “Owners” of such Unit and the lots or units shall not constitute “Units” but either: (A) the owner’s association or similar body shall constitute the “Owner” of the original Unit; or (B) the owners of all of the lots or units within the planned unit development shall have the right to designate and replace only one (1) of them to act on behalf of

all such owners in the performance of the provisions of this Declaration. Any such designation shall be in writing, duly executed and acknowledged by such Persons and a copy of such designation shall be delivered to Declarant in accordance with the notice provisions of this Declaration. An original of such designation shall be recorded in the office of the Recorder.

**“Period of Declarant Control”** means the period of time when the Declarant is a Person other than the South BJ Master Association.

**“Permittees”** means the Owners of any and all portions of the Property and:

(i) All of the respective heirs, successors, assigns, grantees, tenants and subtenants of such Owners;

(ii) All Persons who now hold, or hereafter hold, any interest in the Property the nature of which does not qualify them to be an Owner; and

(iii) The officers, directors, concessionaires, agents, employees, contractors, customers, visitors and licensees and invitees of the Owner and the foregoing Persons.

Notwithstanding the scope of the foregoing definition, the Declarant, with respect to the entire Project, or a declarant or Project Area Association, or portion of a Project, having jurisdiction and control over an entire Project Area, or portion of a Project, may establish rules which regulate Persons engaging in advertising, public, charitable or political activities within the Project, or portion of a Project, and may deny such Persons the status of a Permittee.

**“Person”** means any natural person, partnership, trust, corporation, limited liability company or other legal entity.

**“Project”** means the development of the Property in accordance with the South Master Plan, the Master Plan and the Governing Documents.

**“Project Area”** means any one of the Project Areas.

**“Project Areas”** means the development parcels identified on the South Master Plan, which are as follows: **Lots 1-9 as set forth on the South Master Plan.**

**“Project Area Association”** means any association organized and established by a Project Area Declaration.

**“Project Area Declaration”** means a written declaration or instrument containing covenants, conditions, restrictions, reservations, easements or equitable servitudes, or any combination thereof for a Project Area, which shall be recorded with the Recorder.

**“Project Area Design Guidelines”** means the standards, criteria and/or guidelines for design, landscaping, or aesthetics imposed upon any Project Area by any Project Area Association or Project Area Design Review Committee pursuant to a Project Area Declaration.

**“Project Area Design Review Committee”** means the committee, the board or other group or body designated under a Project Area Declaration as having the primary responsibility of review and approval of any Project Area Master Plan or Sub-Project Area Master Plan.

**“Project Area Master Plan”** means the master plan for an entire Project Area, submitted by an Owner of an entire Project Area for approval of the South BJ Master Association pursuant to Part V and the City, but expressly does not include any subsequent master plan that further subdivides such Project Area into a Sub-Project Area (i.e., a Sub-Project Area Master Plan), whether submitted by such Owner or any other Person.

**“Recorder”** means the Recorder of Salt Lake County, Utah.

**“Reimbursement Agreement”** means that certain Tax Increment Reimbursement Agreement for the Bingham Junction Project dated September 21, 2005 as modified and partially as to Marketing Area 1 (as defined therein, which does not include the Property), as amended, by a certain Assignment and Assumption of Tax Increment Reimbursement Agreement for The Bingham Junction Project executed May 2, 2006, and as further amended as to the Property by an Assignment and Assumption of Tax Increment Reimbursement Agreement dated November 20, 2007.

**“Restricted Uses”** is defined in Section 8.8.

**“Rules and Regulations”** means the rules and regulations for the Property as may be established from time to time pursuant to Section 7.6.

**“South Bingham Junction Design Guidelines”** means the standards, criteria and/or guidelines for design, landscaping, or aesthetics imposed upon all Project Areas and Sub-Project Areas as set forth on Exhibit “C”.

**“Sub-Project Area”** means a portion of a Project Area created and governed by a Sub-Project Area Master Plan and a Sub-Project Area Declaration.

**“Sub-Project Area Master Plan”** means a master plan submitted by a Owner of a Sub-Project Area for approval of the South BJ Master Association and the City with respect to all of a Sub-Project Area, and expressly includes any subsequent master plans (whether submitted by such Owner or a transferee of such Owner) that further subdivides such Sub-Project Area.

**“Sub-Project Area Declaration”** means a written declaration or instrument containing covenants, conditions, restrictions, reservations, easements or equitable servitudes, or any combination thereof for a Sub-Project Area, which must be recorded with the Recorder.

**“Unit”** means any portion of the Property that is independently subdivided and owned, including condominium units, lots, or separate parcels. In order to qualify as a Unit, the Unit must be to be shown on an applicable plat, map or deed. Until further subdivision, each Project Area constitutes a Unit.



## II.

### SCOPE OF DECLARATION; PROPERTY

2.1 Submission of Property to the Declaration. The Declarant and Current Owner hereby submit the Property to the provisions of this Declaration including, without limitation, the easements granted pursuant to Part VII and the Restricted Uses.

2.2 Purpose and Intent. Declarant and Current Owner acknowledge and agree that this Declaration is made for the purposes set forth in the Recitals.

2.3 Binding Effect. Declarant and Current Owner hereby declare that all of the Property shall be held, sold, and conveyed subject to the easements, restrictions, powers, covenants and conditions of this Declaration, except such portions of the Property as are a part of or are subsequently conveyed to the City or to other governmental authorities as a right-of-way, a public street, road or highway, or as and used as a public parks and open space including, without limitation, the Open Space Areas.

2.4 Governing Documents. The Governing Documents consist of the following (and all amendments thereto in effect at any specified time): (a) the Master Declaration (and the governing documents described and defined therein); (b) this Declaration; (c) the Articles; (d) the Bylaws; (e) plats, maps, and deeds of record, as applicable; (f) Rules and Regulations; (g) Board resolutions and actions; and (h) the Development Policies. Portions of the Property may be subject to additional covenants, restrictions and easements, which a Project Area Association or Sub-Project Area Association may administer. In such case, if there is a conflict between or among the Governing Documents and any such additional covenants or restrictions, or the governing documents or policies of any such Project Area Association or Sub-Project Area Association, the Governing Documents shall control. Nothing in this Section shall preclude any Project Area Declaration, Sub-Project Area Declaration or other recorded covenants applicable to any Project Area or Sub-Project Area from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration or the other Governing Documents and, in such case, the more restrictive record documents shall control. The South BJ Master Association shall be governed by the Governing Documents, as amended from time to time. Copies of the Governing Documents then in effect shall be made available to all Owners at the South BJ Master Association offices during normal business hours.

2.5 Limited Duties and Rights of Master Association. In accordance with the express provisions of the Master Declaration, except as expressly provided in the Master Declaration, the Master Association's only role with respect to the Property will be limited to the implementation and enforcement of the Development Policies and the Institutional Control Process Plans.

## III.

### SOUTH PROPERTY OWNERS ASSOCIATION

3.1 South BJ Master Association—Membership and Board. This Declaration will be managed, implemented, and enforced by the Declarant and the South BJ Master Association. Except as required by law or the Governing Documents, the South BJ Master Association will be

managed by a Board of Directors ("**Board**"). The initial Board will consist of three (3) members. Declarant shall have the right to appoint each member of the Board during the Period of Declarant Control, after which the Board will be dissolved and its members elected as provided in the Bylaws.

3.2 South BJ Master Association Powers. As provided more fully in the Articles and Bylaws, the South BJ Master Association, acting through the Board, shall have powers consistent with the intent and purposes of this Declaration and the other Governing Documents to perform functions to benefit some or all of the Owners. Without limiting these general powers, the South BJ Master Association, acting through the Board, shall have the specific power to, in its sole discretion to:

- (a) enter into contracts;
- (b) employ staff, contractors, accountants, legal counsel, or other consultants as the Board deems necessary or appropriate;
- (c) exercise such powers as authorized by the Governing Documents or by Utah law;
- (d) provide initial approval or denial of each Project Master Plan and, except as set forth in Section 5.2, each Sub-Project Master Plan, or any revisions, changes, conditions or amendments thereto;
- (e) provide initial approval or denial of the South Bingham Junction Design Guidelines or any material revisions, changes or amendments thereto, of all Project Area Design Guidelines and, except as provided in Section 5.2, of all Sub-Project Area Design Guidelines, or impose such conditions for approval as it deems appropriate;
- (f) follow, institute, and enforce Institutional Control Process Plans to the fullest extent applicable to the South BJ Master Association;
- (g) subject to the direction of the Master Association, follow, institute, and enforce the requirements of the Development Policies; and
- (h) subject to the direction of the Master Association, levy and collect Assessments as provided in this Declaration.

In exercising the powers described in Section 3.2, the South BJ Master Association may take actions even where such actions may not directly benefit all of the Owners.

3.3 Assent, Ratification and Approval. All Owners shall be deemed to have assented to, ratified and approved the general purposes of this Declaration and the power, authority, management responsibility and designation of the Declarant and the South BJ Master Association pursuant to this Declaration and the other Governing Documents.

3.4 Indemnification. To the fullest extent permitted by law, the South BJ Master Association shall indemnify, hold harmless and defend each officer and employee of the South

BJ Master Association and each member of the Board against all Claims and Actions, including attorneys' fees, reasonably incurred by or imposed upon such employee, officer or Board member in any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of being or having been an employee, officer or Board member of the South BJ Master Association, or any settlements thereof, whether or not he or she is an employee, officer or Board member of the South BJ Master Association at the time such expenses are incurred. This indemnification shall not apply in cases where an employee, officer or Board member is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties. In the event of a settlement, the indemnification provided for in this Declaration shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the South BJ Master Association.

3.5 Project Area Associations - Project Area Declarations. The Declarant and/or the South BJ Master Association may delegate any of their respective powers, rights or authorities pursuant to this Declaration to one or more Project Area Associations or Sub-Project Area Associations within the Project.

#### IV.

#### COVENANT FOR ASSESSMENTS

4.1 Assessments-Authorization and Covenant. The South BJ Master Association is hereby authorized to levy Assessments on the Units, on an as needed basis, for the purpose of funding the implementation and enforcement of this Declaration, including without limitation funds to maintain Open Space Areas prior to dedication to a Governmental Authority and to retain legal, engineering, accounting and other professional services as needed. Unless otherwise provided in the Bylaws, the South BJ Master Association shall provide written notice of the levy of an Assessment to each Owner being assessed at the last address provided in writing by such Owner to the South BJ Master Association. As to any Project Area or Sub-Project Area subject to a condominium declaration, planned unit development or similar regime, the notice shall be given only to the condominium association, owners association, declarant or similar controlling Person.

4.2 Statements of Account. The South BJ Master Association shall furnish to any Owner, upon written request, delivered personally or by certified mail, first class, postage prepaid, return receipt requested, a written statement setting forth the amount of all unpaid Assessments, if any, currently levied against such Owner's Unit. The statement shall be furnished within ten (10) business days after receipt of the request and shall be binding on the South BJ Master Association, the Board, and every Owner.

4.3 No Exemptions, Offsets, or Reductions. No Owner may become exempt from liability for payment of any Assessment by reason of abandonment of Owner's Unit, by the Owner's failure or alleged failure to receive direct benefits related to this Declaration, the other Governing Documents or any Assessment, or by operation of any legal doctrine such as, without limitation, estoppel, laches, waiver, including waiver of the Owner's right to vote or the Owner's use or enjoyment of common facilities. All Assessments shall be payable in the amounts

specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason, including, without limitation, any Claim or Action that the South BJ Master Association or the Board or any other Person is not properly exercising its duties and powers under this Declaration.

4.4 Personal Obligation to Pay Assessments. By reason of its ownership of its Unit, the Owner of any Unit shall be deemed to covenant and agree to pay, in a timely manner, any and all Assessments imposed by the South BJ Master Association pursuant to this Declaration or the other Governing Documents. Assessments provided for in this Declaration, including Late Charges, attorneys' fees and interest at the Default Rate charged by the South BJ Master Association shall be the personal obligation of the Owner of such Unit at the time when the assessment or other charges become due and its successors and assigns.

4.5 Creation of Lien; Enforcement. In the event any assessment or other sum of money payable by any Owner pursuant to any provision of this Declaration to any Person is not paid when due and after expiration of any applicable notice and/or grace period, then the Person to whom such sums are owing shall have the right to record with the Recorder a Notice of Assessment Lien which shall set forth the then delinquent amount owed by such Owner (including interest at the Default Rate, if applicable) and a legal description of the property within the Project owned or leased by such defaulting Owner. Upon recordation of such Notice of Assessment Lien, the then delinquent amount owing by such Owner, together with interest thereon at the Default Rate, shall constitute an Assessment Lien upon the Unit or Units described in the Notice of Assessment Lien. In the event the amount secured by such Assessment Lien is not paid in full within thirty (30) days after such Notice of Assessment Lien has been recorded, the Declarant or the South BJ Master Association, as applicable, may enforce payment of the assessment or other amount due, or enforce the Assessment Lien against the property and interest of the delinquent Owner by taking either or both of the following actions, concurrently or separately (and, by exercising either of the remedies set forth below, such Person shall not prejudice or waive its right to exercise the other remedy or such additional remedies as may be available under its lease or under applicable law):

- (a) Bringing an action at law against the Owner personally obligated to pay the Assessment or other sum of money;
- (b) Foreclosing the Assessment Lien against the Unit of the Owner in accordance with the then prevailing applicable law relating to the foreclosure of mortgages in Utah (including the right to recover any deficiency); or
- (c) Pursuing any other remedy available at law or in equity.

4.6 Priority. The Assessment Lien and any other liens or charges provided for in this Declaration shall be superior to any and all other charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon any portion of the Project; provided, however, that such Assessment Lien and any other liens or charges provided for in this Declaration shall be subject and subordinate to:

(a) Liens for taxes and other public charges which by applicable law are expressly made superior;

(b) Any Mortgages recorded with the Recorder prior to the date of recordation of a Notice of Assessment Lien. All liens recorded subsequent to the recordation of a Notice of Assessment Liens shall be junior and subordinate to the Assessment Lien created by reason of the delinquency described in the recorded Notice of Assessment Lien; and

(c) The rights of any and all Permittees occupying any portion of the Project under written leases executed prior to the date the Notice of Assessment Lien was recorded with the Recorder.

A Person may prosecute a single Assessment Lien foreclosure action as to amounts delinquent at the time a Notice of Assessment Lien is recorded and as to amounts thereafter becoming delinquent, up to and including the time a final judgment is rendered in such action.

4.7 Cure. Upon the curing of any default for which a Notice of Assessment Lien was recorded, the Declarant or South BJ Master Association, as applicable, shall record an appropriate release of any Notice of Assessment Lien upon payment by the defaulting Owner of a reasonable fee, as established by Declarant or South BJ Master Association, to cover the costs of preparing and recording such release, together with the payment of such other costs, including, without limitation, legal fees and court costs, interest or fees, as such Person shall have incurred.

4.8 Contest. Any provision contained in this Declaration to the contrary notwithstanding, any Owner shall have the right to contest, in a court of competent jurisdiction, the recordation of any Notice of Assessment Lien against the property within the Project owned or leased by such Owner on the basis that the recordation of such Notice of Assessment Lien or the amounts claimed to be delinquent therein is or are incorrect or improper under the provisions of this Declaration. The prevailing party in such action shall be entitled to recover from the other party or parties its reasonable attorneys fees.

## V.

### APPROVAL RIGHTS

5.1 Project Area Master Plans or Sub-Project Area Master Plans. The Declarant and South BJ Master Association shall have the right to approve:

(a) For each Project Area, the Project Area Master Plan, the Project Area Declaration, and the Project Area Design Guidelines and all modifications and amendments to each of these documents.

(b) Except as set forth in Section 5.2, for each Sub-Project Area, the Sub-Project Area Master Plan, the Sub-Project Area Declaration, and the Sub-Project Area Design Guidelines.

The Declarant or the South BJ Master Association may refuse to grant such approval if either of them is not satisfied that the listed documents meets the requirements and/or intentions of the Governing Documents or the Applicable Zoning Ordinance. The Declarant or the South BJ Master Association may impose such reasonable conditions as it deems appropriate as a prerequisite to granting its approval of any of the listed documents. Except as set forth in Section 5.2 as to a Sub-Project Area, the Declarant and the South BJ Master Association also has the right to approve or disapprove any material amendment, change or substitution of any of the listed documents as a condition precedent to any such amendment, change or substitution being submitted to the City for approval.

5.2 Alternative Approval Procedure for Sub-Project Area Associations. In lieu of complying with the provisions of Section 5.1, a Sub-Project Area Association may elect, at its option to follow the alternative procedure set forth in Section 5.2(b) for receiving approval of a Sub-Project Area Master Plan and Sub-Project Area Declaration, but only if the conditions set forth in Section 5.2(a) are all satisfied:

(a) The prerequisite conditions to the alternate procedure are as follows:

(i) The Project Area Master Plan, the Project Area Association and Project Area Declaration shall have been approved by the South BJ Master Association as complying with the Governing Documents, the Development Policies, Institutional Control Process Plans and the Applicable Zoning Ordinance.

(ii) The Project Area Association shall have adopted Project Area Design Guidelines consistent in all material respects with the Master Design Guidelines and the South Bingham Junction Design Guidelines. The South BJ Master Association shall have approved or disapproved, in the South BJ Master Association's sole reasonable discretion, the Project Area Design Guidelines prior to the adoption of such guidelines by the Project Area Association. Following the approval and adoption of such Project Area Design Guidelines, the South BJ Master Association shall thereafter have the right to approve or disapprove, in advance, any material amendment, addition or change to such Project Area Design Guidelines, which approval will not be unreasonably withheld.

(iii) The governing documents of the Project Area Association shall provide for a Project Area Design Review Committee consisting of at least three (3) individuals: one (1) individual appointed by the Project Area Association, one (1) individual licensed design professional appointed by the South BJ Master Association, and one (1) individual appointed by the South BJ Master Association. The design professional shall have experience in designing developments in scope similar to the Project.

(b) If the conditions set forth in Section 5.2(a) are satisfied, then each Sub-Project Area Master Plan shall be reviewed by the Project Area Design Review Committee. In the event that the South BJ Master Association's appointee to the Project Area Design Review Committee approves any Sub-Project Area Master Plan as being in compliance with the Master Design Guidelines and the South Bingham Junction Design Guidelines, neither the Declarant, the South BJ Master Association, Founder, the Master Association nor any other Owner shall have any right thereafter to challenge such compliance and the Declarant, the South BJ Master Association,

Founder, the Master Association and all other Owners hereby waive any such right. However, nothing in this Section 5.2 shall waive or modify any existing rights of the Declarant, the Master Association, the South BJ Master Association or the City to independently enforce the provisions of the Master Declaration, the Development Policies, the Institutional Control Process Plans and the Applicable Zoning Ordinance. If the South BJ Master Association's appointee to the Project Area Design Review Committee determines that the Sub-Project Area Master Plan does not meet the Master Design Guidelines and the South Bingham Junction Design Guideline, the dispute shall be resolved by a panel of three (3) licensed design professionals: one (1) appointed by each of the Project Area Association and the South BJ Master Association within five (5) days of the dispute arising. These two (2) panel members shall within five (5) business days jointly appoint a third independent panel member. Each such design professional shall have experience in designing developments in scope similar to the Project. In the event that a third panel member cannot be jointly agreed upon, a state court shall appoint the third panel member on an expedited basis. The decision of the panel shall be rendered within thirty (30) days of the appointment of the panel and such decision shall be binding upon the parties and may be treated as a binding arbitration award under Utah law. The Project Area Association and the South BJ Master Association shall each pay all fees, costs and expenses of their respective attorneys, professionals, representatives and appointees under this Section 5.2(b) and shall split equally the cost of the third panel member's fees and expenses.

## VI.

### **INSTITUTIONAL CONTROLS**

6.1 Institutional Controls. All Owners and Members shall at all times comply with applicable Institutional Controls developed under the Institutional Control Process Plans in accordance with the Master Declaration.

## VII.

### **PROJECT EASEMENTS**

7.1 Grant of Easements. The Declarant and the Current Owner hereby establish and grant to, and each other Person who becomes an Owner shall, immediately upon becoming such an Owner and without further act, be deemed to have established and granted, to all other Owners and all Permittees, irrevocable, non-exclusive perpetual easements over, across, upon and beneath the Common Areas held or owned by such Owner for the purposes set forth in Section 7.2.

7.2 Permitted Common Area Uses. The Common Area shall be used for the purposes set forth in this Section; provided each such area designated only for one or less than all of the following uses shall be used only for those purposes:

- (a) Installation, operation, maintenance, repair, replacement, relocation, restoration and removal of sanitary sewers, storm drains, water and gas mains, electric

power lines and conduits, telephone lines and conduits, television cables, vaults, manholes, meters, pipelines, valves, hydrants, sprinkler controls and related utility and service facilities serving any part of the Project, all of which (except hydrants and transformers and other installations as may be requested by the utility company) shall be even with or below the surface of the Common Area unless otherwise directed by Declarant. All Owners shall cooperate in the granting of appropriate and proper easements to each other and to utility companies and governmental authorities for the installation, operation, maintenance, repair, replacement, relocation, restoration and removal of the facilities set forth above. The original location of the facilities set forth in this Section 7.2(a) shall be determined by the Declarant. Each Owner shall have the right to enter upon any portion of the Common Area as may be necessary or appropriate in order to accomplish the installation, operation, maintenance, repair, replacement, relocation, restoration and removal of the facilities referred to above; provided, however, each Owner does not unreasonably interfere with the use of the Common Area by Permittees and that no relocation, restoration or removal of any such facilities shall be made without the prior written consent of the Declarant.

(b) Vehicular and pedestrian ingress and egress by Permittees to and from adjacent streets to the Unit or Units in which Permittee has an interest, and between such Units.

(c) Installation, operation, maintenance, repair, replacement, relocation, restoration and removal of sidewalks, ramps (excluding loading ramps), driveways, lanes, curbs, directional and other signs, gutters, traffic control areas, traffic islands, traffic lighting facilities, perimeter walls, pedestrian walkway or landscaped areas, including planters, planting boxes, edgers, fountains, valves and customer conveniences, such as mail boxes, public telephones and benches for the comfort and convenience of Permittees; provided, however, that the Declarant shall first approve the location of all such facilities.

(d) Ingress and egress of delivery and service trucks and vehicles to and from the Buildings on a Unit (or any portion thereof) and the public streets, for the delivery of goods, wares, merchandise and the rendering of services to all Permittees. Each Permittee shall use commercially reasonable efforts to have deliveries made within the areas designated for such purposes by Declarant. In the event it is necessary that deliveries be made other than in the areas designated by Declarant, such deliveries shall be made so as to cause the least amount of interference with the use of adjacent portions of the Common Area.

(e) Subject to the prior written approval of Declarant, which will not be unreasonably withheld, the temporary use (including erection of ladders, scaffolding and store front barricades) during periods of construction, remodeling or repair, and ingress and egress for vehicles transporting construction materials and equipment and use thereof by construction equipment, upon the condition, however, that all construction, remodeling or repair of Buildings, other improvements and appurtenances is diligently performed and such ladders, scaffolding and barricades are promptly removed upon completion of such work.



7.3 Common Area Alteration. No Owner or other Person shall alter any other improvements located upon the Common Area, without the prior written consent of the Declarant. Notwithstanding the foregoing: (i) an Owner (or Declarant) shall have the right to excavate or conduct construction activities upon the Common Area, if necessary, in connection with the installation, operation, maintenance, repair, replacement, relocation and removal of any utility or service facilities, subject, however, to the provisions of Section 7.2, so long as such excavation or construction activities shall be prosecuted diligently to completion; and further provided that the consent of the Owner on whose Unit such activity is to take place shall also be obtained, which consent shall not be unreasonably withheld. The Person causing such excavation or construction activities to be made shall forthwith, upon completion thereof, restore any portion of the Common Area affected thereby to the same condition as existed prior to the commencement of such installation or construction activities using the same type and quality of materials as previously used; and (ii) Declarant may make or permit to be made alterations in the Common Area as it shall deem appropriate or necessary. Any work performed in the Project pursuant to this subparagraph shall be performed so as to minimize the disruption of business operations conducted anywhere within the Project. Notwithstanding the foregoing, however, no such activity shall occur in a manner that adversely impacts retail uses during the months of July, August, November and December, except (i) in the event of an emergency or in connection with restoration or repairs necessitated by casualty or condemnation; (ii) to the extent necessary to prevent a breach or default under this Declaration; or (iii) as otherwise approved by Declarant.

7.4 Building and Improvement Maintenance. Except as may otherwise be provided pursuant to other matters of record affecting the Project or any portion thereof existing as of the date of recordation of this Declaration and in other Governing Documents, each Owner shall maintain, or cause to be maintained, in a safe, clean, attractive and tenable condition, all Buildings and other improvements located upon its Unit or Units, including screening from view the garbage receptacle areas.

7.5 Utilities. Each Owner shall be solely responsible for obtaining and paying for all utilities and services required and used on its Unit. Notwithstanding the foregoing, any such costs which are attributable to the Common Areas shall be paid by the various Owners in accordance with their obligations set forth in other matters of record as of the date of recordation of this Declaration affecting the Project or any portion thereof or in other Governing Documents, provided, however, all such costs attributable to the Common Areas shall be paid by the Owner of the Unit containing same.

7.6 Rules and Regulations. The Declarant may promulgate reasonable rules and regulations of general application for the supervision, control and use of the Common Area, in which event, the Declarant shall make or permit to be made and use its reasonable efforts to enforce the same or cause the same to be enforced uniformly.

7.7 Maintenance of Common Areas. Notwithstanding anything to the contrary contained in this Declaration, in any other Governing Document or in any other document of record affecting the Project or any portion thereof, each Owner of a Unit shall be responsible for the

operation, management, equipping, lighting, repair, replacement and maintenance of the Common Areas located on its Unit at such Owner's sole cost and expense. These obligations include, without limitation:

- (a) Resurfacing of walks, drives and similar areas;
- (b) Keeping the surface of the Common Areas within the subject Unit in a smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall, in all respects, be equal in quality, use and durability;
- (c) Cleaning, sweeping, snow and debris removal, painting, striping, disposal of rubbish and debris, removal of soil and stone washed into the Common Area drainage facilities and all other tasks necessary to maintain the Common Areas of such Unit in a clean, safe and orderly condition;
- (d) Maintenance of all curbs, dividers, landscape enclosures, fences and retaining walls in good condition and repair;
- (e) Placing, keeping in repair and replacing any necessary and appropriate directional signs, markers and lines and keeping in repair and replacing when necessary such artificial lighting facilities and lighting fixtures as shall be reasonably required;
- (f) Maintenance of all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping such landscaped areas at all times adequately weeded, fertilized and watered;
- (g) Security service, to the extent Declarant (without any liability therefor) reasonably deems the same to be necessary or advisable.
- (h) Illumination of the subject Common Areas until such time as the Declarant reasonably determines; and
- (i) Maintenance of all utility lines within the subject Common Areas that are not the responsibility of the utility company or the responsibility of another Person pursuant to applicable matters of record.

7.8 Takeover of Maintenance. If an Owner of a Unit shall fail to operate, manage, equip, light, repair, replace and/or maintain the Common Areas within its Unit as required by this Declaration, or otherwise fail to operate such Common Areas, pursuant to the other requirements and standards set forth in this Declaration, then Declarant shall have the right (but not the obligation), by giving such Owner at least ninety (90) days' prior written notice, to assume, or cause to be assumed, responsibility for the operation, maintenance, repair and replacement of such Common Areas; provided, however, in the event such Owner performs such remedial actions or cures the relevant breach (or, if such remedial actions cannot be cured within such ninety (90) day period, such Owner promptly undertakes such remedial actions and diligently pursues such remedial actions to completion), Declarant shall not have the right to take over, or cause to be taken over, the operation, maintenance, repair and replacement of the subject

Common Areas on account of such breach. If Declarant so exercises such option to assume, or causes to be assumed, the responsibilities for the operation, maintenance, repair and replacement of the relevant Common Areas, Declarant or a designee appointed by Declarant, shall thereafter so operate, maintain, repair, replace and otherwise perform such Owner's obligations with respect to the subject Common Areas (or relevant portions thereof) in the same manner and subject to the same standards as required of such Owner under this Declaration. In such event, such Owner shall be responsible for any and all costs incurred by Declarant or such designee (as the case may be) with respect to such operation, maintenance, repair, replacement and satisfaction of other obligations of such Owner with respect to such Common Areas, which costs shall be paid by such Owner to Declarant or such designee (as the case may be) periodically, as billed by such Person, within thirty (30) days following such billing. If such Owner shall not pay such bill within such thirty (30) days, then Declarant (as the case may be) shall have a lien on the property of such Owner for the amount of such bill, which amount shall bear interest at the Default Rate and which lien may be foreclosed as provided in Part IV.

## VIII.

### GENERAL RESTRICTIONS

8.1 Safety and Security. Each Owner and occupant, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their Unit in the Property. Neither the South BJ Master Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Property, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner acknowledges, understands and shall be responsible for informing its tenants and all occupants that the South BJ Master Association, its officers, Board and committees, and Declarant are not insurers or guarantors of security or safety and that each Person within the Property assumes all risks of personal injury and loss or damage to property, including Units and the contents of Improvements, resulting from acts of third parties or latent property defects or conditions.

8.2 Access. Each Owner hereby covenants and agrees to provide the Master Association, the South BJ Master Association, any applicable Project Area Association, EPA, DEQ, the City, and each of their respective employees, agents, and contractors, with the right of access to all real property owned by such Person to the extent such access is reasonably required to implement and enforce this Declaration.

8.3 Changes in Circumstances Anticipated. Declarant has promulgated a South Master Plan for the purposes stated in the recitals of this Declaration; provided, however, that in all cases and events such South Master Plan shall be subject to the South BJ Master Association's ability to respond to changes in circumstances, conditions, needs and desires within the Property, except as expressly provided for in this Declaration.

8.4 Owner Acknowledgment. Each Owner is subject to this Declaration and the covenants and restrictions contained in this Declaration. By acceptance of a deed, or other instrument establishing title, ownership or other interest, each Owner acknowledges that such

Owner has been given notice of this Declaration and that use of a Unit is subject to the provisions of this Declaration.

8.5 Restrictions on Subordinate Covenants, Maps and Planned Unit Developments on Residential Units. With regard to the Property, or unless otherwise agreed by the South BJ Master Association, the prior written consent of the South BJ Master Association, or the applicable Project Area Design Review Committee, shall be required before any planned unit development, map, plat or re-subdivision may be filed of record against all or any portion of a Unit. In the event an Owner records covenants against all or any part of a Unit without the written consent required by the provisions of this Section, or in the event an Owner records any planned unit development, map, plat or re-subdivision against all or any part of any Unit without the written consent required by the provisions of this Section, the instruments recorded shall be voidable and shall be deemed void by the South BJ Master Association, or the applicable Project Area Association, upon recording a notice to that effect.

8.6 Right of Owners Regarding Rules and Regulations. With regard to the Property, or unless otherwise agreed by the South BJ Master Association, the Board may adopt, amend or repeal rules and regulations concerning and governing the Property or any portion thereof in furtherance of the purposes of this Declaration, and subject to the Board's duty to exercise judgment and reasonableness on behalf of the South BJ Master Association, Owners and Members. The Board may establish and enforce penalties for the infraction thereof. Notwithstanding the foregoing, the South BJ Master Association's rules and regulations shall not be applicable to any Project Area that is subject to rules and regulations of a Project Area Association pursuant to a Project Area Declaration or any Sub-Project Area that is subject to rules and regulations of a Sub-Project Area Association pursuant to a Sub-Project Area Declaration.

8.7 Construction Use. It is expressly permissible for Declarant and Owners to, consistent with the requirements of the Development Policies, perform construction and such other reasonable activities, and to maintain upon portions of the Property such facilities as deemed reasonably necessary or incidental to the construction and sale of Units in the development of the Property, specifically including, without limiting the generality of the foregoing, the maintenance of temporary business offices, storage areas, trash bins, construction yards and equipment, signs, model units, temporary sales offices, parking areas and lighting facilities.

8.8 Use Restrictions. Except with the consent of Declarant, the Open Space and the Project Areas (and each Sub-Project Area within a Project Area) are restricted to the following uses (the "Restricted Uses") and the Owners thereof may use the same for no other purpose:

- (a) I-1, I-2, I-3 and I-4: Office/retail "flex" or flexible use.
- (b) M-1, M-2 and M-3: Mixed-use and office.
- (c) N-1, N-2a, N-2b, N-3a, N-3b and N-4: High density residential with the number of units per acre specified on the South Master Plan.
- (d) O-1, O-2, O-3, O-4, O-5, O-6, O-7 and O-8: Open space.

## IX.

### SOUTH BJ MASTER ASSOCIATION INSURANCE

9.1 Insurance Coverage. The South BJ Master Association may, at its discretion, obtain and maintain in effect any insurance coverage it deems necessary to effectuate the purposes of this Declaration.

9.2 Waiver of Claims and Actions against South BJ Master Association. The South BJ Master Association and the Owners hereby waive and release all Claims and Actions against one another, the officers, the Board and Declarant, to the extent of the insurance proceeds available, whether or not the insurance damage or injury is caused by the negligence of or breach of any agreement by and of said Persons.

9.3 Adjustments by the South BJ Master Association. Any property or casualty loss covered by an insurance policy described above shall be adjusted by the South BJ Master Association, and the insurance proceeds for that loss shall be payable to the South BJ Master Association. The South BJ Master Association shall hold any insurance proceeds in trust for the South BJ Master Association and the Owners.

9.4 Condemnation and Hazard Insurance Allocations and Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record

## X.

### RESERVED DEVELOPMENT RIGHTS

10.1 Reserved Development Rights. The Declarant reserves the following Development Rights with respect to any and all of the Property; provided that these rights are discretionary with Declarant and nothing in this Section shall be construed to impose any affirmative obligation upon Declarant:

(a) The right to add addition tracts of land to the Property and to designate or restrict uses of such land.

(b) The right to subject portions of the Property owned by the Declarant, or otherwise, with the written consent of the Owner thereof, to additional covenants, conditions, terms and restrictions (including, without limitation, use restrictions).

(c) As to Units owned by Declarant, or with respect to other Units with the consent of the Owner thereof, the right to relocate boundaries between adjoining Units , enlarge Units, enlarge or reduce or diminish the size of Units, subdivide Units, or complete or make improvements on Units.

(d) As to Units owned by Declarant, or with respect to other Units with the consent of the Owner thereof, the right to designate portions of the Property (owned by the

Declarant, or with the consent of the Owner), as being subject to the Affordable Housing Plan and further to record Affordable Housing Restrictions against such property.

(e) As to Units owned by Declarant, or with respect to other Units with the consent of the Owner thereof, the right to amend the Declaration, maps or plats in connection with the exercise of any Development Right.

(f) The right to make amendments to the Declaration, Bylaws or Articles of Incorporation to meet or comply with any requirement of FHA or VA or other applicable law.

(g) The right to amend the Governing Documents in connection with the exercise of any Development Right.

(h) The right, for itself and for the Owners, to maintain signs, sales offices, mobile offices, temporary buildings, parking lots, management offices and models in Units of the Declarant or of a Owner.

(i) The right, for itself and for the Owners, to maintain signs and advertising on the Property to advertise the Property or other communities developed or managed by, or affiliated with the Declarant.

(j) The right to establish, from time to time, by dedication or otherwise, public streets and utility and other easements for purposes including but not limited to public access, access, paths, walkways, drainage, recreation areas, parking areas, conduit installation areas, and to create other reservations, exceptions and exclusions.

(k) The right to perform or cause to be performed warranty work, repairs and construction work and to store materials in secure areas, in Units and the future right to control such work and repairs, and the right of access thereto, until completion. All work may be performed without the consent or approval of any Owner or holder of a security interest. Declarant expressly reserves such easement through the Property as reasonably necessary for exercising reserved rights in this Declaration.

(l) The right to exercise any additional right reserved to Declarant created by any other provision of this Declaration.

(m) Any rights created or reserved under this Part for the benefit of Declarant, for the express benefit of an Owner, may be transferred to any Person by an instrument describing the rights transferred recorded in the real property records of the appropriate county. Such instruments shall be executed by the transferor and the transferee. The rights transferred may then be exercised without the consent of the South BJ Master Association, any Owners or any Mortgagee.

(n) The consent of Owners or holders of security interests shall not be required for exercise of any Development Rights by Declarant, and Declarant or its assignees may proceed to exercise any Development Right without limitation at its sole option and discretion. Declarant or its assignees may exercise any Development Rights on all or any portion of the Property in whatever order determined.

(o) The recording of amendments to the Declaration and the map or plat pursuant to Development Rights in this Declaration shall automatically effectuate the terms and provisions of that amendment. Further, upon the recording of an amendment to the Declaration, the definitions used in this Declaration shall automatically be extended to encompass and to refer to the Property as expanded and to any additional Improvements, and the same shall be added to and become a part of the Property for all purposes. Reference to the Declaration plat or map in any instrument shall be deemed to include all amendments to the Declaration, plat or map without specific reference thereto.

(p) The rights reserved to Declarant, for itself and for Owners, their successors and assigned, shall not expire unless terminated by written instrument executed by the Declarant and recorded in the real property records of the appropriate county.

#### 10.2 Designating Property as Subject to the Affordable Housing Plan.

(a) Without limiting any other rights provided herein, Declarant specifically reserves the right to subject portions of the Project to Affordable Housing Restrictions by: (i) recording, or causing to be recorded with the Recorder, such restrictions against such property prior to the conveyance of the property to an Owner; or (ii) requiring such restrictions as a prerequisite to approval of any Project Area Master Plan or Sub-Project Area Master Plan.

(b) To the extent provided by any applicable Project Area Master Plan or Sub-Project Area Master Plan, each Owner shall cause to be prepared and recorded, temporary and permanent Affordable Housing Restrictions against a Unit prior to the transfer of that property, or any portion thereof or any Unit thereon, to an Owner. In the event the Owner fails to do so, the South BJ Master Association shall have the right to cause to be prepared and recorded such temporary and permanent Affordable Housing Restrictions against such Unit.

(c) An Owner may modify the Affordable Housing Restrictions on property owned by such Owner with the written consent of the Midvale City Redevelopment Agency and the South BJ Master Association, provided that the consent of the South BJ Master Association shall be granted if such modification does not increase the necessity for, increase the burden of, or have an adverse impact on, existing or future Affordable Housing Restrictions affecting other property within the Project.

10.3 Additions to Property. Additions of tracts of land or Units to the Property may be made by Persons other than the Declarant, or its successors and assignees or Owners, upon approval of the Declarant and the South BJ Master Association pursuant to a majority vote of the Board. Such approval shall be evidenced by a certified copy of such resolution of approval and a supplement or amendment to this Declaration, recorded in the real property records of the appropriate county.

## XI.

### COMPLIANCE AND ENFORCEMENT

#### 11.1 Compliance and Enforcement.

(a) The Declarant or the South BJ Master Association, acting through the Board, may enforce all applicable provisions of this Declaration or the Governing Documents. Without limiting other remedies available at law, the South BJ Master Association may levy Assessments to cover costs incurred by the South BJ Master Association to bring a Unit into compliance with the Governing Documents. No Owner may enforce this Declaration.

(b) In addition, the Declarant or the South BJ Master Association, acting through the Board, may take the following enforcement procedures to ensure compliance with the Governing Documents:

- (i) exercising self-help in any emergency situation; or
- (ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(c) In addition to any other enforcement rights, if an Owner fails to comply with the Institutional Control Process Plans or the Development Policies, the South BJ Master Association may record a notice of violation and assess all costs incurred by the South BJ Master Association against the Unit and the Owner as an Assessment. The South BJ Master Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action, as the Board may establish from time to time.

(d) All remedies set forth in the Development Policies, the Governing Documents, or this Declaration shall be cumulative of any remedies available at law or in equity. In any action to enforce the Development Policies, the Governing Documents, or this Declaration the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

(e) The decision to pursue enforcement action in any particular case shall be left to the Declarant or the Board's discretion, except that the Declarant and the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (i) The position of the Declarant and the South BJ Master Association is not strong enough to justify taking any or further action;
- (ii) The covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;
- (iii) Although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable Person or to justify expending the resources of Declarant or the South BJ Master Association; or



(iv) That it is not in the South BJ Master Association's best interests, based upon hardship, expense or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver or estoppel of the South BJ Master Association's right to enforce such provisions at a later time under other circumstances or preclude the Declarant or the South BJ Master Association from enforcing any other covenant, restriction or rule.

#### 11.2 Joint Right to Enforce Junior or Subordinate Covenants.

(a) The Declarant or the South BJ Master Association shall have the right to enforce, by any proceeding at law or in equity, any and all subordinate or junior restrictions, incidents, covenants, reservations, rules, regulations or architectural guidelines now or hereafter imposed by any Project Area Association or any Sub-Project Area Association (including covenants for the payment of Assessments established in such subordinate or junior declaration if expressly permitted or delegated), to the extent necessary to implement and enforce the requirements of the Development Policies, the Governing Documents, or this Declaration. Further, the Declarant or the South BJ Master Association shall be entitled to enjoin any violation thereof, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such condition, covenant, restriction, reservation, rule, regulation or guideline shall give to the Declarant or the South BJ Master Association the right to enter upon the portion of the Unit wherein said violation or breach exists and to summarily abate and remove, at the expense of the violator, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the applicable provisions of such subordinate or junior governing documents. No such entry by the Declarant or the South BJ Master Association or its agent shall be deemed a trespass, and the Declarant or the South BJ Master Association and its agents shall not be subject to liability for such reentry or any action taken to remedy or remove such a violation. The cost of any abatement, remedy or removal thereunder shall be a binding personal obligation on the violator. All remedies provided herein or at law or in equity shall be cumulative and are nonexclusive. Failure by the Declarant or the South BJ Master Association to enforce any covenant or restriction contained in any subordinate or junior governing documents shall in no event be deemed a waiver or estoppel of the right to do so thereafter.

(b) Notwithstanding the foregoing, the Declarant or the South BJ Master Association shall not be entitled to the enforcement rights described in Section 11.2(a) as to Sub-Project Area that is subject to a Sub-Project Area Master Plan which has been approved by the Declarant or the South BJ Master Association under the alternative approval procedure provided in Section 5.3 of this Declaration.

11.3 Violations Constitute a Nuisance. Any violation of any provision, covenant, condition, restriction or equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any Person entitled to enforce the provisions of this Declaration.

11.4 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and nonexclusive.

## XII.

### GENERAL PROVISIONS

12.1 Severability. Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any Person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

12.2 Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

12.3 Master Declaration. After the expiration of all Development Policies applicable to any of the Property within a Project Area Association, such Project Area Association may, if permitted by the Master Declaration, elect to remove the portion of the Property within the Project Area Association from the Master Declaration. The Project Area Association shall provide the Board with all documents reasonably required by the Board to certify the termination of the Period of Declarant Control and the expiration of all applicable Development Policies, including but not limited to written certification from all applicable governmental agencies.

12.4 Amendment of Declaration by Owners. With the exception of Section 5.2, Section 6.1 and Part X, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time with the written consent of the Declarant. Amendment to Section 6.1 of this Declaration abridging or modifying the obligations of the Declarant or the South BJ Master Association, or the rights of the City, to enforce Institutional Control Process Plans shall only be allowed if, in addition to meeting the foregoing requirements, the City and the Master Association consents to any such amendment. Any amendment of this Declaration shall become effective upon the recordation by the Declarant or the South BJ Master Association in the real property records of Salt Lake County of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above.

12.5 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision

of this Declaration reserving Development Rights or otherwise for the benefit of the Declarant or its assignees, shall not be effective unless Declarant, and its assignees, if any, have given written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant or its assignees of any certificate of amendment or repeal. The foregoing requirement for consent to any amendment or repeal shall terminate upon the expiration of the Period of Declarant Control.

12.6 Validity of Amendments. Any action to challenge the validity of an amendment of this Declaration must be brought within one year after the amendment is recorded with the Recorder.

12.7 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes set forth in the recitals of this Declaration.

12.8 No Representations or Warranties. No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employed in connection with any portion of the Property, its or their physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing.

12.9 Singular Includes the Plural; References to Parts and Sections. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter. When a reference is made to a Part or Section by number, the reference shall be deemed to refer to the correspondingly numbered Part or Section in this Declaration unless the context requires otherwise.

12.10 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, Section or Part of this Declaration.

12.11 Recitals; Exhibits. The Recitals and the Exhibits to this Declaration are an integral part of this Declaration and are hereby incorporated by reference.

12.12 Governing Law. This Declaration shall be construed and governed under the laws of the State of Utah.

12.13 Successors and Assigns; Benefits and Burdens Run with the Land. Except as expressly limited by this Declaration, each easement, restriction and covenant contained herein shall be appurtenant to and for the benefit of all portions of the Property and shall be a burden thereon, for the benefit of all portions of the Property, and shall run with the land. This Declaration and the restrictions, easements, covenants, benefits and obligations created hereby run with the land shall inure to the benefit of and be binding upon Declarant, Owners and their successors, transferees and assigns; provided, however, that, if any Owner transfers all of its interest in the Property, the transferee thereof shall automatically be deemed to have assumed and agreed to be bound by the covenants and agreements herein contained, and the transferor

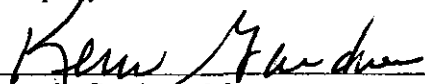
shall thereupon be released and discharged from any and all obligations under this Declaration accruing after the date of sale.

*[Remainder of this Page Left Blank-  
Signatures Commence on Following Page]*

“DECLARANT”

ARBOR GARDNER BINGHAM JUNCTION HOLDINGS, L.C., a Utah limited liability company, by its Manager:


KC GARDNER COMPANY, L.C., a Utah limited liability company

By:   
Kem O. Gardner, Manager

“CURRENT OWNER”

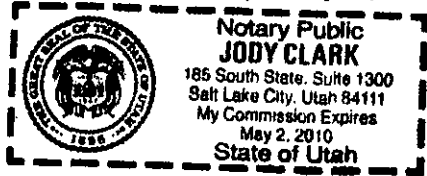
ARBOR GARDNER BINGHAM JUNCTION LAND, L.C., a Utah limited liability company, by its Manager:

KC GARDNER COMPANY, L.C., a Utah limited liability company

By:   
Kem O. Gardner, Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing Closing Agreement was acknowledged before me this 19<sup>th</sup> day of November, 2007, by Kem C. Gardner, the Manager of KC Gardner Company, L.C., a Utah limited liability company, the Manager of Arbor Gardner Bingham Junction Holdings, L.C., a Utah limited liability company, on its behalf.

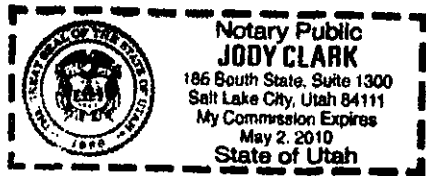


Jody Clark  
NOTARY PUBLIC

Residing at \_\_\_\_\_

STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing Closing Agreement was acknowledged before me this 19<sup>th</sup> day of November, 2007, by Kem C. Gardner, the Manager of KC Gardner Company, L.C., a Utah limited liability company, the Manager of Arbor Gardner Bingham Junction Land, L.C., a Utah limited liability company, on its behalf.



Jody Clark  
NOTARY PUBLIC

Residing at \_\_\_\_\_

CONSENT TO DECLARATION  
FOR SOUTH BINGHAM JUNCTION

Acting pursuant to Section 5.1 and Section 9.1 of the Master Declaration, the undersigned (as "**Founder**" under the Master Declaration) hereby approves and consents to the foregoing Declaration for South Bingham Junction.

SO DECLARED this 20<sup>th</sup> day of November, 2007 by:

Robert L Soehrlen  
Robert L. Soehrlen, President  
Littleson, Inc.

STATE OF UTAH            )  
                                          ) :ss  
COUNTY OF SALT LAKE )

On this 20<sup>th</sup> day of November, 2007, personally appeared before me Robert L. Soehrlen, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Jamie Perry  
Notary Public  
Residing in Salt Lake County

My Commission Expires: 5/18/2011

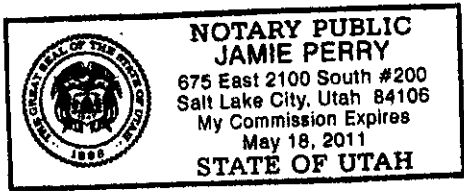


EXHIBIT "A"  
TO  
DECLARATION FOR SOUTH BINGHAM JUNCTION  
[Legal Description of Property]

**PARCEL 1:**

BEGINNING on the West right of way line of 700 West Street at a point which is North 0°17'31" East along the Section line 174.467 feet and North 89°42'29" West 53.00 feet from the East quarter corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point described in previous instruments of record as being on the Northerly right of way line of the Union Pacific Railroad (formerly the Denver & Rio Grande Western Railroad) and running thence South 86°33'00" West along said Northerly right of way line 311.026 feet to a point of a 2889.79 foot radius tangent curve to the left; thence Southwesterly along the arc of said curve and said Northerly right of way line 136.18 feet, and through a central angle of 2°42'00"; thence South 83°51'00" West along said Northerly right of way line 188.153 feet; thence North 6°09'00" West along said Northerly right of way line 25.000 feet; thence South 83°51'00" West along said Northerly right of way line 1193.047 feet to a point of a 1482.400 foot radius tangent curve to the left; thence Southwesterly along the arc of said curve and said Northerly right of way line through a central angle of 47°16'49", 1223.27 feet to a point which is said to be on the East bank of the Jordan River; thence South 83°00'00" West along said East bank 40.061 feet; thence North 25°19'00" West along said East bank 38.600 feet; thence North 16°07'00" East along said East bank 62.200 feet; thence North 30°53'00" East along said East bank 101.900 feet; thence North 27°10'00" East along said East bank 175.600 feet; thence North 18°42'00" East along said East bank 35.600 feet; thence North 23°22'00" East along said East bank 96.200 feet; thence North 5°23'00" East along said East bank 96.600 feet; thence North 6°25'00" East along said East bank 234.300 feet; thence North 13°20'00" West along said East bank 131.180 feet; thence North 2°00'00" West along said East bank 14.870 feet; thence departing from the said East bank of the Jordan River and running thence North 25°00'00" East 132.00 feet; thence North 44°00'00" East 99.000 feet; thence North 37°00'00" West 132.00 feet; thence North 29°00'00" West 131.070 feet to a point which is said to be on the East bank of the Jordan River; thence North 5°54'00" West along said East bank 151.080 feet; thence North 2°42'00" West along said East bank 215.900 feet; thence North 4°40'00" West along said East bank 258.300 feet; thence North 2°28'00" West along said East bank 267.000 feet; thence North 4°31'00" West along said East bank 129.500 feet; thence North 4°23'00" West along said East bank 3.63 feet; thence North 5°36'01" West along said East bank 211.677 feet; thence North 0°01'31" West along said East bank 40.00 feet; thence North 4°03'48" West along said East bank 362.429 feet to the Southerly right of way line of 7200 South Street (also known as "Jordan River Boulevard" per some instruments of record); thence departing said East bank of the Jordan River, and running thence North 89°20'39" East along said Southerly right of way line 275.460 feet to a point of a 1369.900 foot radius tangent curve to the right; thence Southeasterly along the arc of said curve and said Southerly right of way line, through a central angle of 27°43'14", 662.775 feet; thence South 16°21'22" East along said Southerly right of way line 34.700 feet; thence South 60°18'00" East along said Southerly right of way line 76.00 feet; thence North 75°45'23" East along said Southerly right of way line 34.700 feet to a point on a 1369.900 foot radius curve to the right, the center of said curve being South 32°20'07" West; thence Southeasterly along the arc of said curve to the right, and said Southerly right of way line



369.940 feet; thence South 42°11'31" East 215.550 feet to a point of a 1335.740 foot radius tangent curve to the left; thence Southeasterly along the arc of said curve and said Southerly right of way line through a central angle of 12°03'18", 281.038 feet; thence South 10°51'59" East along said Southerly right of way line 36.020 feet; thence South 56°56'59" East along said Southerly right of way line 75.99 feet; thence North 76°58'02" East along said Southerly right of way line 36.010 feet to a point on a 1335.740 foot radius curve to the left, the center of said curve being North 30°20'51" East; thence Southeasterly along the arc of said curve and said Southerly right of way line through a central angle of 30°11'59", 704.050 feet; thence South 89°51'08" East along said Southerly right of way line 383.770 feet; thence South 44°46'48" East along said Southerly right of way line 35.310 feet to the West right of way line of 700 West Street; thence South 0°17'31" West along said West right of way line 1158.073 feet to the point of BEGINNING.

**PARCEL 2:**

BEGINNING South 0°08'36" West along the Section line 345.595 feet and West 670.489 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 1°43'31" West 1016.338 feet; thence South 89°52'31" West 526.000 feet; thence South 0°07'29" East 983.650 feet to the North right of way line of Utah Highway 48 (7800 South); thence North 89°34'30" West along said North right of way line 45.630 feet; thence South 85°46'23" West along said North right of way line 208.990 feet; thence North 33°13'37" East 67.555 feet; thence North 56°46'23" West 50.000 feet; thence South 33°13'37" West 105.857 feet to the North right of way line of Utah Highway 48 (7800 South); thence South 85°46'23" West along said North right of way line 28.720 feet; thence South 84°41'58" West along said North right of way line 149.070 feet; thence South 81°39'53" West along said North right of way line 50.150 feet; thence South 85°21'15" West along said North right of way line 199.020 feet; thence North 85°48'46" West along said North right of way line 103.290 feet to a point on a 2936.900 foot radius curve to the left, the center of said curve to the left being South 6°28'04" East; thence along the arc of said curve, and said North right of way line through a central angle of 8°43'56", 447.601 feet; thence South 74°48'00" West along said North right of way line 559.220 feet to a point which is said to be on the East bank of the Jordan River; thence North 2°17'00" East along said East bank 175.330 feet; thence North 0°51'00" West 218.400 feet; thence North 1°40'00" East 75.100 feet; thence North 3°47'00" East 150.600 feet; thence North 5°44'00" East 142.600 feet; thence North 11°16'00" East 74.100 feet; thence North 43°20'00" East 285.400 feet; thence North 18°52'00" East 78.800 feet; thence North 1°48'00" East 77.700 feet; thence North 25°02'00" West 52.200 feet; thence North 20°02'00" West 99.000 feet; thence North 0°50'00" East 338.800 feet; thence North 5°12'00" East 160.100 feet; thence North 5°34'00" West 88.000 feet; thence North 27°04'23" West 52.017 feet to a point described in previous instruments of record as being on the South right of way line of the Union Pacific Railroad (formerly the Denver & Rio Grande Western Railroad) and a point on a 1382.400 foot radius curve to the right, the center of said curve being South 55°09'56" East; thence departing from said East bank of the Jordan River Northeasterly along the arc of said curve to the right, and said South right of way line through a central angle of 49°00'56", 1182.620 feet; thence North 83°51'00" East along said South right of way line 696.511 feet; thence South 7°50'31" West 257.241 feet; thence South 80°29'54" East 369.390 feet; thence South 11°11'23" East 11.600 feet; thence South 84°51'35" East 168.820 feet to the point of BEGINNING.

EXHIBIT "B"  
TO  
DECLARATION FOR SOUTH BINGHAM JUNCTION  
[South Bingham Junction Small Area Master Plan]



Stantec Consulting, Inc.  
 200 West 10th Street, Suite 300  
 St. Paul, MN 55102-2440  
 Tel: 612.221.1000  
 Fax: 612.221.1011  
 www.stantec.com

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Project Name: The Junction at Midvale  
 Project Location: 1700 South 15th Street, Midvale, UT  
 Project Number: 103330000  
 Date: 10/11/07

Prepared By: [Name]  
 Checked By: [Name]  
 Approved By: [Name]



UTAH STATE STATION  
 Easement Monument

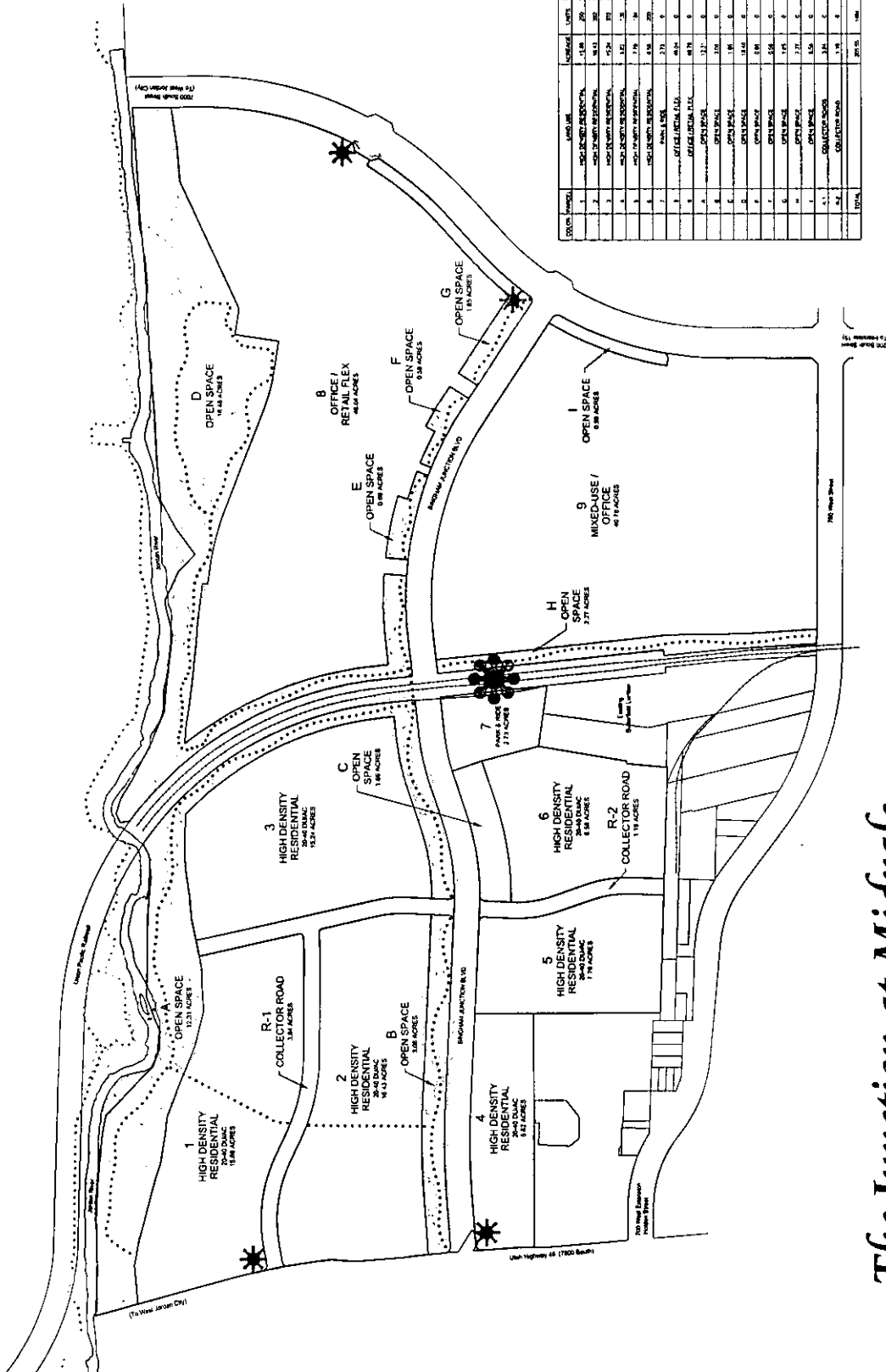
NOTE: Land uses subject to change with approval by Midvale City

Scale: 1" = 100'  
 Date: 10/11/07



The Junction at Midvale  
 Development Agreement Exhibit

Project No: 103330000  
 Drawing No: 1 of 1



Zone	Area (Acres)	Use
1	15.00	High Density Residential
2	15.00	High Density Residential
3	15.00	High Density Residential
4	15.00	High Density Residential
5	15.00	High Density Residential
6	15.00	High Density Residential
7	15.00	Office/Retail Flex
8	15.00	Mixed-Use
9	15.00	Mixed-Use
10	15.00	Open Space
11	15.00	Open Space
12	15.00	Open Space
13	15.00	Open Space
14	15.00	Open Space
15	15.00	Open Space
16	15.00	Open Space
17	15.00	Open Space
18	15.00	Open Space
19	15.00	Open Space
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93	15.00	Open Space
94	15.00	Open Space
95	15.00	Open Space
96	15.00	Open Space
97	15.00	Open Space
98	15.00	Open Space
99	15.00	Open Space
100	15.00	Open Space

# The Junction at Midvale

## Small Area Master Plan

EXHIBIT "C"  
TO  
DECLARATION FOR SOUTH BINGHAM JUNCTION  
[Copy of South Bingham Junction Design Guidelines]



**Chapter 17-7-9  
BINGHAM JUNCTION ZONE (BJ)**

**Sections:**

- 17-7-9.1 Purpose.
- 17-7-9.2 Planning and zoning process.
- 17-7-9.3 Uses.
- 17-7-9.4 Common Intent statements.
- 17-7-9.4.1 Subarea 1 intent statements.
- 17-7-9.4.2 Subarea 2 intent statements.
- 17-7-9.4.3 Subarea 3 intent statements.
- 17-7-9.4.4 Subarea 4 intent statements.
- 17-7-9.4.5 Subarea 5 intent statements.
- 17-7-9.4.6 Subarea 6 intent statements.
- 17-7-9.5 Common development standards.
- 17-7-9.6 Parking.
- 17-7-9.7 Utilities.
- 17-7-9.8 Outdoor advertising.
- 17-7-9.9 Conditional use standards of review.
- 17-7-9.10 Itinerant merchant.
- 17-7-9.11 Institutional controls.
- 17-7-9.12 Adopted zoning plans.
- 17-7-9.13 Related provisions.

Prior legislation: Ords. 11-20-2001, 3-19-2002A, 12/03/2002A, 3/18/2003O-1 and 10/28/2003O-11.

**17-7-9.1 Purpose.**

This chapter provides standards for land development within the Bingham Junction zone (BJ zone). The entire BJ zone property will be planned as a large scale master planned development, in accordance with this chapter, prior to any new development on the property. Approval of a small scale master planned development, in accordance with this chapter, will also be a condition precedent to any new development within the BJ zone. Generally, the BJ zone encourages a dynamic mix of uses, which includes three use categories: residential, urban (retail/office flex), and mixed-use. Based on the clustering and increased densities allowed as part of the Bingham Junction zone standard, the large scale master plan shall include at no cost to the city a dedication of twenty percent of the real property to be improved later as open space and linked trails. This master planning process is designed to guide development of the elements of a functioning, sustainable community in a manner consistent with specific environmental conditions associated with the site. All new development that occurs within the BJ zone is subject to institutional control plans, as approved by the Environmental Protection Agency, the Utah Department of Environmental Quality and the city of Midvale. In the BJ zone, new development shall, to the extent relevant:

- A. Address environmental conditions at the site through adherence to applicable institutional controls governing (among other things) materials management, cover and barrier maintenance and replacement, surface water management, and so forth;
- B. Include variations in architectural design and housing types and affordability that have direct access to open space or parklands;
- C. Implement a project, which joins new construction with the overall Midvale community in a thoughtful and constructive way;
- D. Coordinate a mix of sustainable uses and development that complement housing and commerce opportunities and that are compatible with adjacent historic neighborhoods;
- E. Include landscaping to provide a distinctive visual quality to the area;
- F. Include multi-modal transportation links including the two-hundred-foot-wide Bingham Junction Boulevard;
- G. Provide significant, functional, improved open space, including the Jordan River Ecological Park along the east bank of the Jordan River; and
- H. Provide pedestrian connections within and among developments and between adjacent neighborhoods. (Ord. 9/21/2004O-29 § 1 (part), 2004)

**17-7-9.2 Planning and zoning process.**

Approval by the city and any property owners' association (POA) of large and small scale master plans is a condition precedent to any new development of the site. The planning and zoning process applicable to any new development within the BJ zone shall be as follows:

A. Large Scale Master Plan Criteria. The large scale master plan approved in conjunction with the BJ zone (as amended) shall run with the land and shall govern the city's approval or denial of subsequent development plans related to any new development at the site. The large scale master plan provides for a development that creates a dynamic and sustainable community using development areas which support urban, residential and/or mixed-use land planning. For purposes of planning and zoning, the property within the BJ zone has been classified in six subareas (numbered 1 through 6), as depicted on Appendix A which is on file in the city recorder's office. In addition to the criteria set forth in Section 17-3-5, specific criteria applicable to the large scale master plan are as follows:

- 1. Minimum/Maximum Densities. Development within the BJ zone shall be entitled to densities in each subarea as follows:

Densities	Subarea 1	Subarea 2	Subarea 3	Subarea 4	Subarea 5	Subarea 6
Residential, Single Fam. Detached: Minimum DU/Ac*	4 DU/Ac	5 DU/Ac	5 DU/Ac	5 DU/Ac		
Residential, Single Fam. Detached: Maximum DU/Ac	13 DU/Ac	13 DU/Ac	15 DU/Ac	15 DU/Ac		
Residential, Single Fam. Detached: Minimum lot size Min. Width: 30 ft.	2,800 SF	2,800 SF	2,500 SF	2,500 SF		
Residential, Single Fam. Attached (townhouses, duplexes, triplexes, etc.): Maximum DU/Ac		24 DU/Ac	24 DU/Ac	24 DU/Ac	24 DU/Ac	24 DU/Ac

Residential, Multi-Family: Maximum DU/Ac		DU/Ac	DU/Ac	DU/Ac	30 DU/Ac	DU/Ac
Nonresidential, Mixed-Use: Maximum FAR**	1.5 FAR	1.5 FAR	1.5 FAR	1.5 FAR	1.5 FAR	1.5 FAR
Mixed-Use, Maximum FAR**					0.8 Min. FAR 3.0 FAR	2.0 FAR

\* DU/Ac.: Dwelling units per acre: number of dwelling units divided by the total acreage of the development.  
 \*\* FAR: Gross floor area ratio for nonresidential uses and accessory structures, inclusive of nonleasable enclosed space, but exclusive of below grade inhabitable and/or unoccupied space, and exclusive of covered parking areas and parking structures, divided by the land area of a lot or parcel.

2. Improved Open Space/Trails. The large scale master plan includes, at no cost to the city, dedication of real property to be utilized as improved open space in a usable and accessible manner. The dedication is based on the clustering and increased densities allowed as part of the Bingham Junction zone standard. The allocations for cost of and requirements related to the development of specific improvements to open space and trail linkages shall be developed as part of the large scale master plan, small scale master plan and related development agreements.

3. Jordan River Park. The large scale master plan includes an improved public park along the east bank of the Jordan River. The park includes trail connections from each of the use districts, which provide links throughout the BJ zone to the park.

4. Bingham Junction Boulevard. The large scale master plan includes the owner's commitment in the first development phase to dedicate the two-hundred-foot-wide Bingham Junction Boulevard along the general alignment shown in the plan.

5. Institutional Controls. The large scale master plan will demonstrate that it is in conformance with applicable institutional controls.

B. Small Scale Master Plan. Each small scale master plan must be accompanied by a current letter of approval from the applicable POA at each step of the city's review and approval process prior to submission to the planning staff, planning commission and the city council. Each small scale master plan application must be consistent with the large scale master plan, the common development standards set forth in Section 17-7-9.5, and must include the following elements:

1. Zoning Plan. The BJ zone (as amended) does not include detailed provisions regarding certain standards and guidelines but adopts a series of goals and intent statements, as set forth in Section 17-7-9.4 (Common Intent statements). The zoning plan will include proposed, detailed standards and guidelines (in ordinance format) governing the development that implement the goals of the large scale master plan and the applicable intent statements. Once approved, the zoning plan shall be incorporated into and adopted as part of the BJ zone. The proposed standards and guidelines shall address the following issues:

- a. Land use standards establishing land use types, occupancy, location, density, buffering and any other element envisioned by the large scale master plan;
- b. Lot standards establishing requirements for minimum lot area, depth, coverage, and dimensions;
- c. Building setback standards for front, side and rear yards;
- d. Design standards addressing building orientation and mass, common and private open space, natural resource protection, architectural design including colors and materials, and any other provisions proposed to be included in the zone;
- e. Landscaping and buffering standards; and
- f. Parking lot design standards (including lighting).

2. Development Plan. The small scale master plan shall include a schematic development plan showing the following:

- a. Location of proposed uses, including dwelling unit density and occupancy;
- b. Height, location, bulk and preliminary elevations of buildings;
- c. Location, arrangement and configuration of open space, landscaping, and building setbacks;
- d. Location, access points, and design of off-street parking areas;
- e. Number, size and location of signs;
- f. Street layout, and traffic and pedestrian circulation patterns, including proposed access to the property to adjoining and nearby properties and uses.

3. Development Agreement. A development agreement, in a form satisfactory to the city attorney and city council, wherein the owner agrees to comply with the provisions of the conditional use permit for the master planned development and provides security, to the satisfaction of the city attorney and city council, for all on- and off-site public improvements associated with the development.

4. Open Space. The small scale master plan will include (a) a detailed description of how the relevant open space areas shown on the large scale master plan will be implemented (improved and dedicated, as applicable); and (b) how the open space areas will be linked to the overall open space system identified in the large scale master plan. The dedication is based on the clustering and increased densities allowed as part of the Bingham Junction zone standard. The allocations for cost of and requirements related to the development of specific improvements to open space and trail linkages shall be developed as part of the large scale master plan, small scale master plan and related development agreements.

5. Institutional Controls. The small scale master plan will demonstrate that it is in conformance with applicable institutional controls.

C. Subdivision, Site Plans, Building Permits. Subdivision of land within the BJ zone may occur prior to, after, or in conjunction with approval of the applicable small scale master plan. Subdivision, site and project plans, and building permits within the BJ zone shall be in accordance with the current building code, the common development standards set forth in Section 17-7-9.5, this chapter, and Section 17-7-3 and Title 16 of the Midvale City Code. Each subdivision plat, site and project plan, and building permit application must be accompanied by a current letter of approval from the applicable POA at each step of the city's review and approval process prior to submission to the planning staff, planning commission and the city council. (Ord. 9/21/2004O-29 § 1 (part), 2004)

**17-7-9.3 Uses.**

If a use is not specifically designated, it is prohibited. Some uses may be prohibited from certain areas of the zone due to environmental constraints.

Subarea 1—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Accessory Apartment, Single Family		*		
Accessory Structure—occupied, single family only			*	
Accessory Structure—unoccupied	*			
Assisted Living:				
≤ 1/2 acre		*	*	*
> 1/2 acre		*	*	*

Child Care: Center: ≤ 6 children Facility: 7 to 12 children		*		*
Disabled Care Facility			*	*
Dwellings: Single Family, Detached Single Family, Attached Multi-Family 1/2—1 ac. Multi-Family > 1 ac.	*	*		*
Fences, 6' or less	*			
Home Occupation	*			
Kennel, Private	*			
Master Planned Development			*	
Municipal Facilities: Parks Public Safety Facility Library Postal Facility Public Utilities: Major Minor Recreation Facilities Trails	*			*
Quasi-Public Facility			*	*
Recreation Facility: Private	*			
Religious/Educational Institution: Permanent Temporary	*	*		
Telecommunications Facility < 35' in height		*		

Subarea 1—Urban				
Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage: Package Agency Private Club/Tavern Restaurant, Beer Retailer, etc. State Liquor Store	*			*
Animal Hospital			*	*
Assembly: Electronic Instruments Computer		*		
Assisted Living: ≤ 1/2 acre > 1/2 acre		*	*	*
Athletic, Tennis, Health Club	*			*
Bed and Breakfast			*	*
Cafe, Deli	*			*
Carwash, Tunnel			*	*
Child Care: Center: ≤ 6 children Facility: 7 children	*	*		*
Disabled Care Facility			*	*
Entertainment Center			*	
Fences: ≤ 6' > 6'	*	*		
Financial Institution: W/o drive-up window W/drive-up window	*	*		*
Itinerant Merchant	*		*	*
Manufacturing			*	*
Mixed-Use—horizontal, vertical	*			*
Mortuary/Funeral Home	*			*
Municipal Facilities: Parks Public Safety Facility Library Postal Facility	*			*

Postal Facility				
Public Utilities				
Major	*			
Minor	*			
Recreation Facilities				
Trails	*			
Nursery, Commercial	*			
Office:				
General				
Intensive	*			
Outdoor Dining		*		
Outdoor Storage		*		
Parking Lot:				
Commercial			*	
Private	*			
Quasi-Public Facility			*	*
Recreation Facility:				
Commercial			*	
Private	*			
Religious/Educational Institution:				
Permanent	*		*	
Temporary			*	
Restaurant:				
W/o drive-up window	*			*
W/drive-up window	*	*		*
Retail and Service Commercial:				
W/drive-up window	*			*
W/o drive-up window	*	*		*
24-hour use	*			*
Shopping Center			*	*
Telecommunications Facility		*		
Warehouse/Distribution			*	*

Subarea 2—Urban				
Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage:				
Package Agency				*
Private Club/Tavern	*			*
Restaurant, Beer Retailer, etc.	*		*	*
State Liquor Store	*			*
Animal Hospital	*			*
Assembly:				
Electronic Instruments		*		*
Computer		*		*
Assisted Living:				
≤ 1/2 acre		*		*
> 1/2 acre		*	*	*
Athletic, Tennis, Health Club	*			*
Automobile Filling Station, Car Wash, and/or Repair		*		*
Cafe, Deli	*			*
Child Care:				
Center: ≤ 6 children	*			*
Facility: 7 children	*	*		*
Disabled Care Facility			*	*
Entertainment Center			*	*
Fences:				
≤ 6'	*	*		
> 6'		*		
Financial Institution:				
W/o drive-up window	*			*
W/drive-up window	*	*		*
Hospital, Medical Center			*	*
Hotel/Motel			*	*
Itinerant Merchant	*			*
Mixed-Use—horizontal, vertical	*			*
Mortuary/Funeral Home	*			*
Municipal Facilities:				
Parks	*			



Public Safety Facility	.			
Library	.			
Postal Facility	.			
Public Utilities	.			
Major	.	.	.	
Minor	.			
Recreation Facilities	.			
Trails	.			
Office:				
General	.			.
Intensive	.			.
Outdoor Dining	.			
Outdoor Storage	.			
Parking Lot:				
Commercial	.		.	.
Private	.			
Quasi-Public Facility	.		.	.
Recreation Facility:				
Commercial	.		.	.
Private	.			
Religious/Educational Institution:				
Permanent	.			
Temporary	.		.	
Restaurant:				
W/o drive-up window	.	.		.
W/drive-up window	.	.		.
Retail and Service Commercial:				
Large*				
W/drive-up window	.	.		.
W/o drive-up window	.	.		.
24-hour use	.	.		.
Retail and Service Commercial:				
Medium**				
W/drive-up window	.	.		.
W/o drive-up window	.	.		.
24-hour use	.	.		.
Retail and Service Commercial:				
Small***				
W/drive-up window	.	.		.
W/o drive-up window	.	.		.
24-hour use	.	.		.
Shopping Center			.	.
Telecommunications Facility		.		
Warehouse/Distribution			.	.

\* Large: 25,000 SF or larger, single tenant  
 \*\* Medium: 12,500 SF to 24,999 SF, single tenant  
 \*\*\* Small: 400 SF to 12,499 SF, single tenant

Subarea 2—Mixed-Use				
Use Type	Allowed	Administrative	Conditional	Business License
Accessory Apartment, Single Family		.		
Accessory Structure—occupied, single family only			.	
Accessory Structure—unoccupied	.			
Alcoholic Beverage:				
Package Agency	.			.
Private Club/Tavern	.		.	.
Restaurant, Beer Retailer, etc.	.		.	.
State Liquor Store	.			.
Animal Hospital	.			.
Assembly:				
Electronic Instruments	.			.
Computer	.			.
Assisted Living:				
≤ 1/2 acre	.		.	.
> 1/2 acre	.		.	.
Athletic, Tennis, Health Club	.			.
Automobile Filling Station, Car Wash, and/or Repair	.			.
Cafe, Deli	.			.
Child Care:				
Center for children				

General: > 6 children Facility: 7 children	*	*	*	*
Disabled Care Facility			*	*
Dwellings: Single Fam. Detached Single Fam. Attached Multi-Family 1/2—1 ac. Multi-Family > 1 ac.	*	*	*	*
Entertainment Center			*	*
Fences: ≤ 6' > 6'	*	*		
Financial Institution: W/o drive-up window W/drive-up window	*	*	*	*
Home Occupation	*			*
Hospital, Medical Center			*	*
Hotel/Motel			*	*
Kennel, Private		*		
Master Planned Development			*	
Itinerant Merchant	*			*
Mixed-Use—horizontal, vertical	*			*
Mortuary/Funeral Home	*			*
Municipal Facilities: Parks Public Safety Facility Library Postal Facility Public Utilities Major Minor Recreation Facilities Trails	*	*	*	*
Office: General Intensive	*	*	*	*
Outdoor Dining		*		
Outdoor Storage		*		
Parking Lot: Commercial Private	*	*	*	*
Quasi-Public Facility			*	*
Recreation Facility: Commercial Private	*	*	*	*
Religious/Educational Institution: Permanent Temporary	*	*	*	*
Restaurant: W/o drive-up window W/drive-up window	*	*	*	*
Retail and Service Commercial: Large* W/drive-up window W/o drive-up window 24-hour use	*	*	*	*
Retail and Service Commercial: Medium** W/drive-up window W/o drive-up window 24-hour use	*	*	*	*
Retail and Service Commercial: Small*** W/drive-up window W/o drive-up window 24-hour use	*	*	*	*
Shopping Center			*	*
Telecommunications Facility		*		
Warehouse/Distribution			*	*

\* Large: 25,000 SF or larger, single tenant  
 \*\* Medium: 12,500 SF to 24,999 SF, single tenant  
 \*\*\* Small: 400 SF to 12,499 SF, single tenant

Subarea 3—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Accessory Apartment, Single Family		*		
Accessory Structure—occupied, single family only			*	
Accessory Structure—unoccupied	*			
Assisted Living: ≤ 1/2 acre		*		*
> 1/2 acre		*	*	*
Child Care: Center: ≤ 6 children		*		*
Facility: 7 to 12 children			*	*
Disabled Care Facility			*	*
Dwellings: Single Family, Detached				
Single Family, Attached	*			
Multi-Family 1/2—1 ac.	*	*		
Multi-Family > 1 ac.			*	
Fences, 6' or less	*			
Home Occupation	*			
Kennel, Private		*		
Master Planned Development			*	
Municipal Facilities: Parks	*			
Public Safety Facility			*	
Library			*	
Postal Facility			*	
Public Utilities: Major			*	
Minor	*		*	
Recreation Facilities	*		*	
Trails	*		*	
Quasi-Public Facility			*	*
Recreation Facility: Private	*			
Religious/Educational Institution: Permanent	*	*		
Temporary		*		
Telecommunications Facility < 35' in height		*		

Subarea 3—Urban				
Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage: Package Agency				*
Private Club/Tavern	*		*	*
Restaurant, Beer Retailer, etc.	*			*
State Liquor Store	*			*
Animal Hospital	*			*
Assembly: Electronic Instruments		*		*
Computer		*		*
Assisted Living: ≤ 1/2 acre		*		*
> 1/2 acre		*	*	*
Athletic, Tennis, Health Club	*			*
Automobile Filling Station, Car Wash, and/or Repair		*		*
Cafe, Deli	*			*
Child Care: Center: ≤ 6 children		*		*
Facility: 7 children	*	*		*
Disabled Care Facility			*	*
Entertainment Center			*	*
Fences: ≤ 6'	*			
> 6'		*		
Financial Institution:				

W/o drive-up window	*			*
W/drive-up window		*		*
Hospital, Medical Center			*	*
Hotel/Motel			*	*
Itinerant Merchant	*			*
Mixed-Use—horizontal, vertical	*			*
Mortuary/Funeral Home	*			*
Municipal Facilities:				
Parks	*			
Public Safety Facility	*			
Library	*			
Postal Facility	*			
Public Utilities		*	*	
Major	*			
Minor	*			
Recreation Facilities	*			
Trails	*			
Office:				
General	*			*
Intensive	*		*	*
Outdoor Dining		*		
Outdoor Storage		*		
Parking Lot:				
Commercial	*		*	*
Private	*			*
Quasi-Public Facility			*	*
Recreation Facility:				
Commercial	*		*	*
Private	*			*
Religious/Educational Institution:				
Permanent	*			
Temporary	*		*	
Restaurant:				
W/o drive-up window	*			*
W/drive-up window	*	*		*
Retail and Service Commercial:				
Large*				
W/drive-up window				*
W/o drive-up window	*	*		*
24-hour use	*			*
Medium**				
W/drive-up window				*
W/o drive-up window	*	*		*
24-hour use	*			*
Small***				
W/drive-up window				*
W/o drive-up window	*	*		*
24-hour use	*			*
Shopping Center			*	*
Telecommunications Facility		*		
Warehouse/Distribution			*	*

\* Large: 25,000 SF or larger, single tenant  
 \*\* Medium: 12,500 SF to 24,999 SF, single tenant  
 \*\*\* Small: 400 SF to 12,499 SF, single tenant

Subarea 3—Mixed-Use				
Use Type	Allowed	Administrative	Conditional	Business License
Accessory Apartment, Single Family		*		
Accessory Structure—occupied, single family only			*	
Accessory Structure—unoccupied	*			
Alcoholic Beverage:				
Package Agency				*
Private Club/Tavern	*		*	*
Restaurant, Beer Retailer, etc.	*		*	*
State Liquor Store	*			*
Assisted Living:				
≤ 1/2 acre		*		*
>1/2 acre		*	*	*

Athletic, Tennis, Health Club	*			*
Cafe, Deli	*			*
Child Care: Center: ≤ 6 children Facility: 7 children	*	*		*
Disabled Care Facility			*	*
Dwellings: Single Family, Detached Single Family, Attached Multi-Family 1/2—1 ac. Multi-Family > 1 ac.	*	*	*	*
Fences: ≤ 6' > 6'	*	*		
Financial Institution: W/o drive-up window W/drive-up window	*	*		*
Home Occupation	*			
Itinerant Merchant	*			*
Kennel, Private	*	*		*
Master Planned Development			*	
Mixed-Use—horizontal, vertical	*			*
Municipal Facilities: Parks Public Safety Facility Library Postal Facility Public Utilities Major Minor Recreation Facilities Trails	*	*	*	*
Office: General Intensive	*		*	*
Outdoor Dining		*		
Parking Lot: Private	*			
Quasi-Public Facility			*	*
Recreation Facility: Commercial Private	*		*	*
Religious/Educational Institution: Permanent Temporary	*		*	
Retail and Service Commercial: Medium** W/o drive-up window	*			*
Retail and Service Commercial: Small*** W/o drive-up window	*			*
Telecommunications Facility	*			

\*\* Medium: 12,500 SF to 24,999 SF, single tenant  
\*\*\* Small: 400 SF to 12,499 SF, single tenant

Subarea 4—Residential				
Use Type	Allowed	Administrative	Conditional	Business License
Accessory Apartment, Single Family		*		
Accessory Structure—occupied, single family only			*	
Accessory Structure—unoccupied	*			
Assisted Living: ≤ 1/2 acre > 1/2 acre		*	*	*
Child Care: Center: ≤ 6 children Facility: 7 to 12 children		*	*	*
Disabled Care Facility			*	*
Dwellings:				

Single Family, Detached	.			
Single Family, Attached	.			
Multi-Family 1/2—1 ac.	.	.	.	
Multi-Family > 1 ac.			.	
Fences, 6' or less	.			
Home Occupation	.			
Kennel, Private		.		
Master Planned Development			.	
Municipal Facilities:				
Parks	.			
Public Safety Facility				
Library			.	
Postal Facility			.	
Public Utilities:			.	
Major			.	
Minor	.		.	
Recreation Facilities	.		.	
Trails	.			
Quasi-Public Facility			.	.
Recreation Facility:				
Private	.			
Religious/Educational Institution:				
Permanent	.			
Temporary		.		
Telecommunications Facility < 35' in height		.		

Subarea 4—Urban				
Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage:				
Package Agency				.
Private Club/Tavern	.		.	.
Restaurant, Beer Retailer, etc.	.		.	.
State Liquor Store	.			.
Animal Hospital			.	.
Assembly:				
Electronic Instruments		.		
Computer		.		
Assisted Living:				
≤ 1/2 acre		.		.
> 1/2 acre			.	.
Athletic, Tennis, Health Club	.			.
Bed and Breakfast			.	.
Cafe, Deli	.			.
Carwash, Tunnel			.	.
Child Care:				
Center: ≤ 6 children	.			.
Facility: 7 children		.		.
Disabled Care Facility			.	.
Entertainment Center			.	
Fences:				
≤ 6'	.			
> 6'		.		
Financial Institution:				
W/o drive-up window	.			.
W/drive-up window		.		.
Itinerant Merchant	.		.	.
Manufacturing			.	.
Mixed-Use—horizontal, vertical	.			.
Mortuary/Funeral Home	.			.
Municipal Facilities:				
Parks	.			
Public Safety Facility	.			
Library	.			
Postal Facility				
Public Utilities:				
Major		.	.	
Minor	.		.	
Recreation Facilities	.		.	
Trails	.			

Nursery, Commercial	*			*
Office:				
General	*		*	*
Intensive	*		*	*
Outdoor Dining		*		
Outdoor Storage		*		
Parking Lot:				
Commercial	*		*	*
Private	*		*	*
Quasi-Public Facility			*	*
Recreation Facility:				
Commercial	*		*	*
Private	*		*	*
Religious/Educational Institution:				
Permanent	*		*	*
Temporary	*		*	*
Restaurant:				
W/o drive-up window	*	*		*
W/drive-up window	*	*		*
Retail and Service Commercial:				
W/drive-up window	*	*		*
W/o drive-up window	*	*		*
24-hour use	*	*		*
Shopping Center			*	*
Telecommunications Facility		*		
Warehouse/Distribution			*	*

Subarea 4—Mixed-Use				
Use Type	Allowed	Administrative	Conditional	Business License
Accessory Apartment, Single Family		*		
Accessory Structure—occupied, single family only			*	
Accessory Structure—unoccupied	*			
Alcoholic Beverage:				
Package Agency	*			*
Private Club/Tavern	*		*	*
Restaurant, Beer Retailer, etc.	*		*	*
State Liquor Store	*			*
Assisted Living:		*		*
≤ 1/2 acre		*	*	*
> 1/2 acre		*	*	*
Athletic, Tennis, Health Club	*			*
Cafe, Deli	*			*
Child Care:				
Center: ≤ 6 children	*			*
Facility: 7 children	*	*		*
Disabled Care Facility			*	*
Dwellings:				
Single Family, Detached	*			
Single Family, Attached	*			
Multi-Family 1/2—1 ac.	*	*		
Multi-Family > 1 ac.	*	*		
Fences:				
≤ 6'	*	*		
> 6'	*	*		
Financial Institution:				
W/o drive-up window	*			*
W/drive-up window	*	*		*
Home Occupation	*			*
Itinerant Merchant	*			*
Kennel, Private		*		
Master Planned Development			*	
Mixed-Use—horizontal, vertical	*			*
Municipal Facilities:				
Parks	*			
Public Safety Facility	*			
Library	*			
Postal Facility	*			
Public Utilities	*			

Major				
Minor	*		*	
Recreation Facilities	*		*	
Trails	*			
Office:				
General	*		*	*
Intensive	*		*	*
Outdoor Dining		*		
Parking Lot:				
Private	*			
Quasi-Public Facility			*	*
Recreation Facility:				
Private	*			
Religious/Educational Institution:				
Permanent	*		*	
Temporary	*		*	
Retail and Service Commercial:				
Medium**				
W/o drive-up window	*			*
Retail and Service Commercial:				
Small***				
W/o drive-up window	*			*
Telecommunications Facility		*		

\*\* Medium: 12,500 SF to 24,999 SF, single tenant  
 \*\*\* Small: 400 SF to 12,499 SF, single tenant

Subarea 5—Urban				
Use Type	Allowed	Administrative	Conditional	Business License
Alcoholic Beverage:				
Package Agency				*
Private Club/Tavern	*		*	*
Restaurant, Beer Retailer, etc.	*		*	*
State Liquor Store	*		*	*
Animal Hospital	*			*
Assembly:				
Electronic Instruments		*		*
Computer		*		*
Assisted Living:				
≤ 1/2 acre		*		*
> 1/2 acre		*	*	*
Athletic, Tennis, Health Club	*			*
Automobile Filling Station, Car Wash and/or Repair		*		*
Cafe, Deli	*			*
Child Care:				
Center: ≤ 6 children	*			*
Facility: 7 children	*	*		*
Disabled Care Facility			*	*
Entertainment Center			*	*
Fences:				
≤ 6'	*	*		
> 6'	*	*		
Financial Institution:				
W/o drive-up window	*	*		*
W/drive-up window	*	*		*
Hospital, Medical Center			*	*
Hotel/Motel			*	*
Ignorant Merchant	*			*
Mixed-Use—horizontal, vertical	*			*
Mortuary/Funeral Home	*			*
Municipal Facilities:				
Parks	*			
Public Safety Facility	*			
Library	*			
Postal Facility	*			
Public Utilities:		*	*	
Major	*		*	
Minor	*		*	
Recreation Facilities	*		*	
Trails	*			



Office:				
General	*		*	*
Intensive			*	*
Outdoor Dining		*		
Outdoor Storage		*		
Parking Lot:				
Commercial			*	*
Private	*		*	*
Quasi-Public Facility			*	*
Recreation Facility:				
Commercial			*	*
Private	*		*	*
Religious/Educational Institution:				
Permanent	*		*	*
Temporary			*	*
Restaurant:				
W/o drive-up window	*		*	*
W/drive-up window	*	*	*	*
Retail and Service Commercial:				
Large*				
W/drive-up window			*	*
W/o drive-up window	*	*	*	*
24-hour use	*		*	*
Medium**				
W/drive-up window			*	*
W/o drive-up window	*	*	*	*
24-hour use	*		*	*
Small***				
W/drive-up window			*	*
W/o drive-up window	*	*	*	*
24-hour use	*		*	*
Shopping Center			*	*
Telecommunications Facility		*		
Warehouse/Distribution			*	*

\* Large: 25,000 SF or larger, single tenant  
 \*\* Medium: 12,500 SF to 24,999 SF, single tenant  
 \*\*\* Small: 400 SF to 12,499 SF, single tenant

Subarea 5—Mixed-Use				
Use Type	Allowed	Administrative	Conditional	Business License
Accessory Apartment, Single Family		*		
Accessory Structure—occupied, single family only			*	
Accessory Structure—unoccupied	*			
Alcoholic Beverage:				
Package Agency				*
Private Club/Tavern	*		*	*
Restaurant, Beer Retailer, etc.	*		*	*
State Liquor Store	*			*
Assisted Living:				
≤ 1/2 acre		*		*
> 1/2 acre			*	*
Athletic, Tennis, Health Club	*			*
Bed and Breakfast Inn	*			*
Cafe, Deli	*			*
Child Care:				
Center: ≤ 6 children	*			*
Facility: 7 children	*	*		*
Disabled Care Facility			*	*
Dwellings:				
Single Family, Attached	*	*		
Multi-Family 1/2—1 ac.	*	*	*	
Multi-Family > 1 ac.	*	*	*	
Entertainment Center			*	*
Fences:				
≤ 6'	*	*		
> 6'	*	*		
Financial Institution:				

W/o drive-up window	*			*
W/drive-up window		*		*
Home Occupation	*			*
Itinerant Merchant	*			*
Master Planned Development			*	
Mixed-Use—horizontal, vertical	*			*
Municipal Facilities:				
Parks	*			
Public Safety Facility				
Library	*			
Postal Facility				
Public Utilities		*	*	
Major			*	
Minor	*			
Recreation Facilities	*			
Trails	*			
Office:				
General	*		*	*
Intensive			*	*
Outdoor Dining		*		
Parking Lot:				
Commercial			*	*
Private	*			
Quasi-Public Facility			*	*
Recreation Facility:				
Commercial	*		*	*
Private	*			*
Religious/Educational Institution:				
Permanent	*		*	
Temporary			*	
Retail and Service Commercial:	*			*
Medium**				*
W/drive-up window	*	*	*	*
W/o drive-up window	*	*	*	*
24-hour use	*		*	*
Small***	*			*
W/drive-up window	*	*	*	*
W/o drive-up window	*	*	*	*
24-hour use	*		*	*
Shopping Center			*	
Telecommunications Facility		*		

\*\* Medium: 12,500 SF to 24,999 SF, single tenant  
 \*\*\* Small: 400 SF to 12,499 SF, single tenant

Subarea 6—Mixed-Use				
Use Type	Allowed	Administrative	Conditional	Business License
Accessory Apartment, Single Family		*		
Accessory Structure—occupied, single family only			*	
Accessory Structure—unoccupied	*			
Assisted Living:				
≤ 1/2 acre		*	*	*
> 1/2 acre		*	*	*
Athletic, Tennis, Health Club	*			*
Cafe, Deli	*			*
Child Care:				
Center: ≤ 6 children	*	*		*
Facility: 7 children	*	*		*
Disabled Care Facility			*	*
Dwellings:				
Single Family, Detached	*			
Single Family, Attached	*	*		
Multi-Family 1/2—1 ac.	*	*	*	
Multi-Family > 1 ac.	*	*	*	
Fences:				
≤ 6'	*	*		
> 6'	*	*		
Financial Institution:				
W/o drive-up window			*	*

W/drive-up window	*			*
Home Occupation	*			*
Itinerant Merchants	*			*
Kennel, Private		*		
Master Planned Development			*	
Mixed-Use—horizontal, vertical	*			*
Municipal Facilities:				
Parks	*			
Public Safety Facility				
Library	*			
Postal Facility				
Public Utilities		*		*
Major	*			*
Minor	*			*
Recreation Facilities	*			*
Trails	*			*
Office:				
General	*		*	*
Intensive	*		*	*
Outdoor Dining		*		
Outdoor Storage		*		
Parking Lot:				
Commercial			*	*
Private	*			*
Quasi-Public Facility			*	*
Recreation Facility:				
Commercial			*	*
Private	*			*
Religious/Educational Institution:				
Permanent	*		*	
Temporary	*		*	
Retail and Service Commercial:	*			*
Medium**				
W/drive-up window		*		*
W/o drive-up window	*	*		*
Retail and Service Commercial:	*			*
Small***				
W/drive-up window		*		*
W/o drive-up window	*	*		*
Telecommunications Facility		*		
Warehouse/Distribution			*	*

\*\* Medium: 12,500 SF to 24,999 SF, single tenant  
 \*\*\* Small: 400 SF to 12,499 SF, single tenant  
 (Ord. 9/21/2004 O-29 § 1 (part), 2004)

**17-7-9.4 Common intent statements.**

**A. Site Plan/Urban Design Standards Common to All or Multiple Subareas.**

**1. Building and Use Orientation.**

**a. Intent.**

- i. To orient front facades toward public streets, parks or plazas.
- ii. To provide informal observation of publicly accessible streets and open spaces from adjoining buildings.
- iii. To define public spaces, such as streets and parks, with buildings and their uses so that these spaces are more apparent, active and interesting.
- iv. To encourage pedestrian activity along the street through the incorporation of street-oriented entries and pedestrian-generative ground level uses in the building design.

**2. Building Interrelationships.**

**a. Intent.**

- i. To create a reasonably continuous building edge along the street which is helpful in achieving a defined place, and in promoting pedestrian activity.
- ii. To locate buildings to frame or terminate selected views.
- iii. To locate buildings in order to form a clear entry into a district or neighborhood.
- iv. To locate buildings of varying heights or masses in order to make smooth transitions between developments of dissimilar scale.
- v. To locate buildings to form edges to open spaces, creating clear distinctions between landscaped open space and the built environment.
- vi. To terminate views along public streets on a well-designed building, landscape feature, park or a distant view of the mountains.
- vii. To set back commercial uses enough to include a wide, attached sidewalk with three zones: an amenity zone, a walking zone and a building.

**3. Pedestrian and Vehicular Access.**

**a. Intent.**

- i. To encourage as much pedestrian activity as possible on and visible to the street.
  - ii. To minimize the interruption of sidewalks by driveways and maximize generally uninterrupted pedestrian paths.
  - iii. To create a continuous pedestrian and bicycle network that makes effective connections throughout the site and between subareas through the use of sidewalks, pathways and trails.
  - iv. To promote security through frequent activity and "eyes on the street."
  - v. To promote activity and safety on the street by providing frequent entries to buildings and uses.
  - vi. To create a clearly organized system of entrances, driveways and parking areas.
  - vii. To minimize conflict between automobiles, bicycles, and pedestrians.
  - viii. To minimize driveway paved areas and curb cuts to reduce overall visual impact on the street.
  - ix. To encourage shared driveways and parking, where feasible.
  - x. To enhance pedestrian safety and comfort by providing clearly defined routes through parking areas and from public sidewalks to primary building entries and trail connections.
4. Parking Lots and Garage Locations.
- a. Intent.
    - i. To minimize the visual impact of vehicles, both parked and moving, as much as possible, particularly on residential neighborhoods.
    - ii. To minimize the impact of vehicle noise and headlights from within parking areas on adjacent streets and residences.
    - iii. To visually or physically subdivide large parking fields.
    - iv. To encourage the placement of parking lots and parking garages at the rear or side of buildings, rather than in front of buildings.
5. Service Area, Refuse Storage, Utility and Mechanical Equipment Locations.
- a. Intent.
    - i. To minimize the visual impact of service areas, refuse storage and mechanical/electrical equipment on streets, open spaces and adjoining development.
6. Private On-Site Open Space Provision and Location.
- a. Intent.
    - i. To create usable private open spaces for private residences, suitable for passive recreation activities.
    - ii. To create both semi-public spaces where residents can informally interact with their neighbors, and private spaces where residents can be generally screened from public view.
    - iii. To create private and semi-public spaces where children can play safely.
    - iv. To supplement public open space such as parks and drainage corridors with privately developed open space that helps complete linkages and organize development.
- B. Architectural Standards Common to All or Multiple Subareas.
1. Building Form and Massing.
- a. Intent.
    - i. To create variety in a building's form and profile against the sky, consistent with its function and constituent parts.
    - ii. To align buildings consistently enough to create a unified street environment and well-defined street edge.
    - iii. To moderate scale changes between adjacent buildings of differing heights.
    - iv. To promote sun and sky exposure to public streets and plazas.
    - v. To create occasional special building forms that terminate views, define neighborhoods and aid in wayfinding.
    - vi. To provide building elements that define a clear transition between differing neighborhoods or environments.
    - vii. To connect with traditional regional forms of architecture, and promote a sense of regional identity.
  - b. Additional Requirements for Residential Buildings.
    - i. Intent.
      - (A) To create human-scaled structures with varied forms that define individual units and break down the scale of larger buildings.
2. Building Facade and Character.
- a. Intent.
    - i. To create visually interesting facades that face streets or public spaces.
    - ii. To avoid large areas of undifferentiated or blank facades.
    - iii. To provide human scale and detail.
    - iv. To take advantage of the amount and strength of the sunlight in this region by incorporating texture and relief in the facade design.
    - v. To emphasize major entries to buildings to help provide visual interest and scale in the facade, as well as to improve the wayfinding characteristics of the building.
    - vi. To emphasize important components of a building, such as special interior spaces and corners.
    - vii. To design primary building facades that face streets and significant public spaces with the highest quality, character and scale.
    - viii. To design the secondary facades along the sides and rears of buildings with good detailing and proportion relative to the primary facade.
    - ix. To provide transparent glazing at the ground floor that ensures visibility of active uses and goods.
    - x. To provide transparent glazing at upper levels sufficient to allow awareness of internal activities when viewed from the street or public space, where practicable.
    - xi. To design retail storefronts and other pedestrian-active buildings with integrated architectural features that shield pedestrians from sun and adverse weather conditions.
  - b. Additional Requirements for Residential Buildings.
    - i. Intent.
      - (A) To create well proportioned, visually interesting facades with generous amounts and sizes of windows, particularly for facades that face the street or public open space.
      - (B) To minimize the street frontage of garages.
      - (C) To design functional, authentic architectural features. By way of example, porches should be able to accommodate at least one chair, and building articulation should reflect interior spatial organization.
3. Building Materials.
- a. Intent.

- i. To use lasting materials that weather well, resist vandalism, and gracefully age.
  - ii. To use materials which need little maintenance.
  - iii. To use materials that incorporate human scale in their modules, details and/or textures.
  - iv. To use materials that convey a sense of quality and attention to detail.
  - v. To avoid the use of synthetic materials which imitate natural materials, and to use synthetic materials in ways that reflect their intrinsic characteristics.
  - vi. To use materials which reflect regional resources and building traditions. Materials that are indigenous to the region are encouraged.
  - vii. To avoid the use of "synthetic stucco" or external insulated finish systems (EIFS) on the ground floors of buildings.
  - viii. To use hard coat cement stucco systems in lieu of EIFS as much as possible.
  - ix. To avoid the use of highly reflective glass.
  - x. To provide mostly earth tone exterior color schemes.
4. Building Lighting.
- a. Intent.
    - i. To provide lighting that identifies and allows safe access to the entries of the building.
    - ii. To provide lighting that selectively and subtly enhances the architectural design of the building at night.
    - iii. To avoid glare from security lighting onto adjoining private property, particularly into the windows of bedrooms.
  - b. Additional Requirements for Residential Buildings.
    - i. Intent.
      - (A) To provide safe access to the unit's garage or other parking facilities.
5. Rooftop Design and Mechanical Screening.
- a. Intent.
    - i. To significantly reduce or eliminate the visual clutter of rooftop equipment as seen from the street or public open space.
    - ii. To reduce equipment noise impacts on adjacent residential uses.
    - iii. To design rooftop screening elements and penthouses to compliment the architecture, materials and colors of the building.
  - b. Additional Requirements for Residential Buildings.
    - i. Intent.
      - (A) To maintain the shape of the primary residential roof form.
      - (B) To maintain the generally uninterrupted simplicity of a sloped roof form, and any attendant architectural forms such as dormers, as seen from the street or public open space.
- C. Landscape Standards Common to All or Multiple Subareas.
1. Overall On-Site Landscape Treatment.
- a. Intent.
    - i. To design landscape treatments in conformance with governing institutional controls.
    - ii. To reduce the scale and give spatial definition to the street through a consistent tree planting, where practicable.
    - iii. To ensure that no part of the site, regardless of use, is left without landscape treatment.
    - iv. To limit the use of sod to areas, where a resilient groundcover is needed, such as playing fields or active-use park spaces.
    - v. To encourage large tree pits to give trees better growth opportunity.
    - vi. To use trees, planters and plant beds to define edges of spaces and subspaces, particularly within plazas, open spaces and the public realm.
    - vii. To provide transition between developed and natural areas.
    - viii. To control erosion through appropriate planting design.
2. Building Perimeter Landscape.
- a. Intent.
    - i. To promote the mixing of uses through seamless transitions between buildings, uses and open spaces.
    - ii. To reinforce the pedestrian environment and street character established in the adjoining street right-of-way.
    - iii. To create street and plaza spaces that join buildings, uses, pedestrian areas, and streets into unified urban places.
    - iv. To provide irrigated landscaping adjacent to a building's front facade, given appropriate soil conditions.
    - v. To provide irrigated landscaping or hard surface decks/patios adjacent to a building's side or rear facades, given appropriate soil conditions, and private outdoor use.
3. Use and Building Related Courtyards, Plazas, and Other Usable Open Spaces.
- a. Intent.
    - i. To create usable open spaces appropriate for passive recreational activities, such as informal play, reading and sitting in the sun or shade.
    - ii. To encourage reasonable water conservation practices.
    - iii. To link open spaces, visually and physically, with the public realm and with each other.
    - iv. To provide sunlight and visual amenity to occupants of adjacent structures.
4. Surface Drainage Landscape.
- a. Intent.
    - i. To minimize water percolation and infiltration, as directed by governing institutional controls, in order to preserve the integrity of ground water sources.
    - ii. To utilize appropriate liners, if necessary, as directed by governing institutional controls.
    - iii. To encourage reasonable water conservation practices.
    - iv. To design landscaping capable of supporting intermittent flooding.
    - v. To design drainage ways and detention areas so that they are attractive visual amenities as well as useful drainage facilities.
5. Parking Lot Landscaping.
- a. Intent.
    - i. To ensure adequate buffering between adjacent land uses.
    - ii. To reduce the scale of surface parking lots.
    - iii. To soften the appearance of parking lots with the addition of landscaping.
    - iv. To reduce the overall amount of heat radiated from parking areas.
    - v. To screen the view of surface parking lots and the cars in them from adjoining streets, residential areas, open spaces and pedestrian ways.
    - vi. To visually mark vehicular movements and pedestrian ways.

#### 6. Screening, Fencing and Walls.

##### a. Intent.

- i. To provide privacy and security for common spaces not open to the general public.
- ii. To screen or buffer service areas, refuse containers and utility fixtures from views from streets, open spaces and adjacent properties.
- iii. To avoid visually impenetrable "fence canyons" along public streets and open spaces.
- iv. To prevent large areas of undifferentiated or opaque wall or fencing.
- v. To promote the use of high-quality, durable and low-maintenance materials that are compatible with and appropriate to adjacent architectural style.
- vi. To coordinate the design and location of walls and fencing to maximize the positive interrelationship of buildings, public streets and open space.

#### 7. Site Lighting/Parking Lot Lighting.

##### a. Intent.

- i. To provide a safe and secure environment within parking lots, drop-off areas, and public or private open spaces accessible to the public.
- ii. To provide a safe and secure environment for all exterior walkways.
- iii. To create a unified site identity.
- iv. To distinguish the parking lot lighting system from the street lighting system in order to separate "street" and "parking lot."
- v. To create night-time interest through the lighting of selected landscape elements.
- vi. To minimize glare onto adjacent properties and roadways.
- vii. To encourage the use of energy-efficient light sources.
- viii. To minimize light pollution of the nighttime sky by directing appropriate amounts of light when and where it is needed, and by avoiding overlighting.

#### 8. Paving.

##### a. Intent.

- i. To differentiate between plazas, sidewalks, crosswalks and other functional use areas.
- ii. To provide a quality of paving materials and patterns consistent with the quality of the surrounding architecture and open spaces.

#### 9. Site Furnishings.

##### a. Intent.

- i. To provide seating in open spaces accessible to the public.
- ii. To optimize flexibility by providing formal seating options, such as benches and movable chairs, and informal seating options, such as seat walls.
- iii. To provide trash receptacles in areas where pedestrian traffic is expected.
- iv. To provide bicycle storage at safe and convenient locations, particularly near building entrances and where building windows provide a clear view of outside activity.
- v. To provide consistency and durability in the design of site elements such as railings, bollards, tree grates, benches and trash receptacles.
- vi. To create a consistent site identity through site furnishings that complement, though not necessarily match, each other.

#### 10. Plant Materials.

##### a. Intent.

- i. To preserve the integrity of on-site environmental mitigation by selecting and installing plant materials in conformance with requirements and recommendations set forth in the governing institutional controls.
- ii. To use quality plant materials that are sized to create a mature landscape in a reasonable amount of time.
- iii. To select a palette of landscape materials appropriate to locale climate and soil.
- iv. To encourage reasonable water conservation practices.
- v. To give a sense of regional identity and authenticity in landscape.
- vi. To group plants in authentic communities based on sun and water requirements.
- vii. To provide enough landscaping to give the development a sense of quality, individuality, and design.
- viii. To provide seasonal interest through plant materials that exhibit good spring bloom, good fall color and interesting winter texture or color.
- ix. To avoid monoculture plantings that pose a risk of large-scale disease.

#### 11. Irrigation and Maintenance.

##### a. Intent.

- i. To encourage reasonable water conservation practices.
- ii. To maintain irrigation systems in proper operational condition.
- iii. To maintain plant materials in a healthy condition.
- iv. To ensure that dead, diseased or otherwise sub-standard plant materials are replaced promptly.
- v. To maximize the usable life span of all paving materials, hard-scape elements, plantings, furnishings and other site features.
- vi. To assure safe conditions for all users.
- vii. To time irrigation to minimize evaporation and inconvenience to pedestrians.
- viii. To avoid obstructed lighting or sight lines caused by overgrown plant materials.

#### D. Sign Standards Common to All or Multiple Subareas.

##### 1. Flat/Wall Signs.

- a. Up to three building walls may be used for flat or wall signage. The maximum sign area shall be fifteen percent of the wall surface of the front of the building, five percent for the side, and five percent for the back or side. The following four types of wall signs are allowed; all others are prohibited:
  - i. An externally illuminated aluminum sign panel with cut out and/or channel letters illuminated by a specified cut-off floodlight fixture mounted to the building.
  - ii. An internally illuminated aluminum sign panel with cut out and/or reverse channel letters illuminated by neon tubes or fluorescent lamps behind the sign panel and/or letters.
  - iii. An externally illuminated individually fabricated channel letter form using a specified cut-off floodlight fixture mounted to the building.
  - iv. An internally illuminated channel letter mounted to the building.

b. Subject to the wall sign area and type restrictions found herein, businesses that lack suitable wall area upon which to mount a flat or wall sign may instead place the sign on a gabled roof so long as the sign does not project above the roof line. For the purposes of this section, a building elevation that qualifies under this subsection is a side of a standalone structure with less than one hundred feet of wall area.

2. **Awning/Canopy Signs.** All awnings and canopies shall be constructed of a canvas-like material or architectural metal. The design and color shall relate to the storefront design. No awning or canopy sign may extend more than five feet over the sidewalk and shall be at least eight feet above the sidewalk. Awnings and canopies that are utilized for signage shall use contrasting letters that are painted, applied or sewn onto the vertical drip or panel of the awning or canopy. The maximum sign area of an awning/canopy sign is the greater of sixteen square feet or five percent of the area of the wall to which it is attached. Letters shall not occupy more than eighty percent of the width or the height of the vertical drip or panel. The sign area used for a canopy sign shall be included in any calculation of wall sign area.

3. **Projecting Signs.** One projecting sign may be attached to the building perpendicular to the facade facing the sidewalk per ground level tenant space. A projecting sign shall be made of a rigid material with the bracket and sign panel relating to the storefront design. Projecting signs may not exceed twelve square feet in size, project more than four feet from the facade, and must be at least eight feet above the sidewalk.

4. **Door/Window Signs.** Door and window signs are permitted as follows:

a. Lettering and logos may be applied directly onto storefront windows. This includes white gold leaf, applied vinyl, painted, etched or sandblasted.

b. Retail, service and restaurant establishments are permitted to use window-mounted signs advertising current sales or specials, subject to applicable sign area restrictions, so long as they do not disrupt the visibility from employee stations to the parking area or of law enforcement personnel into the business.

c. One neon or LED sign may be mounted in each window subject to applicable sign area restrictions. One electric changeable copy sign is permitted per business subject to applicable safety and sign area restrictions and best practices. Signs that make use of crawling or flashing copy or text, or simulate traffic signs or traffic messages are prohibited.

d. The total area of window signs (including lettering and logos) shall not exceed twenty-five percent of the window area on which it is located.

e. Storefront windows and doors shall be limited to a maximum of two square feet of coverage with stickers, credit card decals, hours of operation, etc.

f. There may be one window sign listing the names of second floor tenants near street level entrances. This sign shall not exceed six square feet and is not to be included in the twenty-five percent allowance.

5. **Suspended Signs.** Suspended signs shall be located near the entrance to the business/tenant space and may be used in place of rather than in conjunction with a wall sign. The maximum sign area is one square foot per each linear foot of building elevation on which the sign is located, not to exceed sixty square feet. Signs shall be located so as to emphasize design elements of the buildings. No suspended sign shall be less than eight feet above the sidewalk.

6. **Monument Signs.** One monument sign may be allowed per street frontage for a multifamily project. A monument sign shall not exceed thirty-two square feet or six feet in height with a minimum one-foot pedestal, and shall be located in a landscaped area associated with a project entry or focal point. The sign may be located on a berm, provided the top of the sign does not exceed nine feet in height above finished grade. Monument signs shall not be constructed within the clear view area and shall be set back at least three feet from a public sidewalk and property lines. Monument signs shall be constructed with materials similar to that of the main building.

7. **A-Frame Signs.** One freestanding A-frame signboard per ground level tenant may be placed on private property within close proximity to a pedestrian way, or on a public or private sidewalk of at least ten feet in width, provided the sign does not interfere with pedestrian movement. The signboard copy space shall not exceed three feet in height and two feet in width with a maximum sign height of four feet.

8. **Pylon Signs.** One pylon sign is allowed in each identified retail area as indicated on the Illustrative Land Use Plan (Appendix B) which is on file in the city recorder's office. Signs are for multi-tenant use only. Signs are to be placed as near the center of the Jordan River Boulevard street frontage as practicable. If buildings have been located against the right-of-way line, the sign may be located adjacent to the main drive entrance, but no closer than five hundred feet to another pylon sign. The entire length of the supporting poles must be covered in a substantial architectural cover which does not reflect the round nature of the pole beneath, with a minimum of the first third of that length being constructed of masonry to match the development. The cabinet must be set back a minimum of eighteen inches from the property line and the supports a minimum of five feet from the property line.

9. **Pole Banners.** One pole banner sign per privately owned, on-site light pole may be used. Such signs shall be a maximum size of two feet by five feet, shall hang vertically, and shall be securely attached to the light pole at the top and bottom corners of the banner. Banners must be kept in good condition at all times; i.e., tattered, torn, or faded banners must be removed. A sign permit is required.

10. **Clearance and Setbacks.** The following standards apply:

a. At intersecting streets all signs shall be located outside of the clear view area.

b. For signs over pedestrian ways, the clearance between the ground and the bottom of any projecting or ground sign shall not be less than eight feet.

c. For signs over driveways for vehicular traffic, the minimum clearance shall be fourteen feet.

d. All monument signs shall be a minimum of three feet from a public sidewalk or property line.

11. **Temporary Signs.** The following provisions regulate the use of temporary signs. If a temporary sign type is not specifically designated, it is prohibited.

a. **Attachment.** Temporary signs may not be permanently attached to the ground, buildings or other structures.

b. **Banner Signs.** One banner sign attached in a temporary manner is allowed per primary building wall or on-site fence/wall. Banners may not exceed forty-eight square feet, and must be mounted flush on the wall or fence with all corners securely fastened to the wall or fence. Banners must be kept in good condition at all times; i.e., tattered, torn, or faded banners must be removed. A temporary sign permit is not required. A banner may not be used as primary signage for a business for more than three months from the business opening.

c. **Mobile Changeable Copy Signs.** One mobile changeable copy sign may be used for each street frontage of a building, for a maximum period of fourteen consecutive days, not to exceed twenty-eight days in a calendar year. Each sign shall require a temporary sign permit for each period. Said signs shall be in full conformance with all building and electrical codes. Said signs shall not exceed thirty-two square feet in size and six feet in height, and shall conform with all setbacks, clearances, and other general provisions of this title.

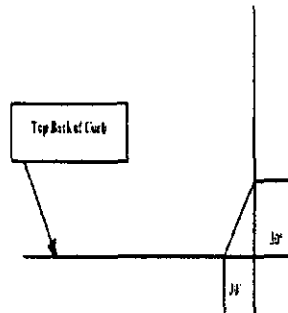
d. **Balloon Sign/Inflated Sign Displays.** One balloon sign or inflated sign display is allowed to be displayed on-site for a period of fourteen consecutive days per calendar quarter up to four times per calendar year. A temporary sign permit shall be required for each display period. The signs shall meet all minimum building setbacks for the zone, and shall be adequately tethered so as not to extend into the airspace above the public right-of-way or constitute a safety hazard.

e. **Grand Opening Events Signs.** Promotional signage, such as pennants, streamers, banners, balloon signs, and inflated sign

displays, may be used for grand opening events for new businesses. Such promotional signage must be initiated within the first three months of a new business receiving a certificate of occupancy, and may be used for a maximum of thirty consecutive days. Said signs shall be used in such a manner so as not to constitute a safety hazard. A temporary sign permit shall be required. Promotional signage shall not include illuminated signs or devices.

12. Wayfinding Signs. Provides direction to points of interest within the larger "Bingham Junction" development. Allowed interior to the "Bingham Junction" project only, spaced a minimum of five hundred feet apart. General directions only, not for individual tenants.

Diagram - Typical Sight Triangle Area Guide



13. Flag Banners. Apartment or condominium complexes may utilize flag banners as follows:
- No more than eight flag banners may be used per project;
  - Flag banner poles shall not exceed fifteen feet in height;
  - Flag banners shall only be permitted as part of an organized front entry feature that includes a project identification sign and landscaping;
  - Flag banners must be located a minimum of three feet from a public sidewalk or a property line and must be located outside of the clear view triangle; and
  - Flag banners shall contain no advertising copy. For the purposes of this subsection the project name is not considered to be advertising copy.

E. Public Parks and Open Space Standards Common to All or Multiple Subareas.

- Park System.
  - Intent.
    - To create a site-wide network of public open spaces connected by green corridors.
    - To distribute dedicated open spaces throughout the site and ensure that all residents have walking access to at least one open space amenity.
    - To create variety in scale, character and use of open spaces; some distinctions may include neighborhood versus regional scale, naturalized versus manicured character, active versus passive use.
    - To utilize well-defined natural and developed open spaces as the framework for block, lot and circulation patterns.
- Formal and Informal Activities.
  - Intent.
    - To create usable open space suitable for active and passive recreational activities.
    - To design spaces that provide for but minimize conflict between multiple user groups.
- Pedestrian and Bicycle Circulation.
  - Intent.
    - To include both on- and off-street bicycle paths in the overall circulation network, where practicable.
    - To minimize conflict between multiple modes of travel.
    - To create an interconnected bicycle and pedestrian circulation system throughout the Bingham Junction development.
- Landscape.
  - Intent. Refer to subsection C of this section.
- Paving.
  - Intent. (In addition, refer to subsection (C)(8) of this section.)
    - To emphasize significant program elements within plazas, parks and open spaces.
    - To create richness and interest within paved surfaces that reflect and support the overriding design objectives for each open space or plaza.
    - To provide safe grade transitions that define edges of subspaces within significant plaza and open spaces.
- Water Elements.
  - Intent.
    - To provide interest through sound and motion.
    - To provide features that attract people and encourage interaction.
    - To design water features that are equally interesting and attractive when water is not present, as when water is present.
    - To encourage reasonable water conservation practices, with particular attention paid to water loss through over spray and evaporation.
- Park and Open Space Furniture and Equipment.
  - Intent. Refer to subsection (C)(9) of this section.
- Park and Open Space Lighting and Power.
  - Intent. (In addition, refer to subsection (C)(7) of this section.)
    - To provide spatial definition and emphasis within plaza, park and open space environments.
    - To provide power and lighting flexibility for open space events.
- Information Systems and Wayfinding.



- a. Intent.
  - i. To provide informational and directional information in a clear and attractive manner.
  - ii. To complement and enrich the pedestrian experience.
  - iii. To provide a quality of signage materials and graphic design consistent with the quality and materials of the park, plaza or open space and surrounding architecture.
- 10. Drainage Systems and Detention/Retention Ponds.
  - a. Intent. Refer to subsection (C)(4) of this section.
- 11. Irrigation and Maintenance.
  - a. Intent. (In addition, refer to subsection (C)(11) of this section.)
    - i. To assure good maintenance of all park structures and systems.
    - ii. To make service functions as inconspicuous as possible through timing of activities and physical location and design of facilities.
- F. Streetscape Standards.
  - 1. Street and Alley Design.
    - a. Intent.
      - i. To create an interconnected street and block network that provides frequent and convenient pedestrian and vehicular access in several directions.
      - ii. To provide multiple ways in and out of a neighborhood.
      - iii. To design streets to include on-street parking, either parallel or diagonal/head-in.
      - iv. To avoid providing diagonal or head-in parking on bike routes.
      - v. To size streets as narrow as possible, while providing adequate traffic capacity and emergency vehicle access.
      - vi. To use tighter corner curb radii in order to shorten the pedestrian crossing distance, and to slow turning traffic.
      - vii. To minimize alley widths while maintaining adequate dimensions for garage, service and trash removal access.
    - 2. Street Trees and Other Plant Materials.
      - a. Intent. Where the installation of street trees is feasible and in conformance with directives provided in the governing institutional controls:
        - i. To provide regularly spaced street trees, close enough together to define the street space, and to have an immediate visual effect.
        - ii. To provide larger canopy shade street trees resistant to urban conditions where not prohibited by the institutional controls requirements for vegetated soil cover system.
        - iii. To create consistencies in tree planting while avoiding monocultures that pose a risk of large-scale disease.
    - 3. Sidewalks and Paving.
      - a. Intent.
        - i. Nonresidential.
          - (A) To design sidewalks within retail and commercial areas so that they include an amenity zone next to the curb, a walking clear zone adjacent to the amenity zone, and a building zone between the walking clear zone and the building.
          - (B) To size and design the sidewalk amenity zone to incorporate street trees (where allowed), landscape planters, pots or cut-outs within the paved area, street lights, pedestrian lights (where desired), bike racks, newspaper racks, regulatory signs, utility elements, information kiosks, and public seating.
          - (C) To size and design the walking zone to be clear of obstructions, sufficiently wide enough for two people to walk abreast, and meet the ADA accessibility code.
          - (D) To size and design the building zone to accommodate window shopping, outdoor cafe seating, temporary display of goods for sale, and possible handicapped access to the front door of a public use.
          - (E) To provide frequent, paved pedestrian access from on-street parking to the sidewalk walking zone, through the street trees and/or planting in the sidewalk amenity zone.
          - (F) To use authentic materials and avoid systems or materials that imitate other types of materials.
        - ii. Residential.
          - (A) To size and design the sidewalk to be clear of obstructions, sufficiently wide enough for two people to walk abreast, and meet the ADA accessibility code.
          - (B) To provide sidewalks detached from the curb a sufficient distance to accommodate street trees and their mature root systems, efficiently irrigated turf or ground cover, and the length of a handicapped curb ramp perpendicular to the sidewalk at the street intersection.
    - 4. Street, Alley and Pedestrian Lighting.
      - a. Intent.
        - i. To provide a safe and secure environment for motorists, bicyclists and pedestrians.
        - ii. To reduce glare from street and pedestrian lights on adjoining residences.
        - iii. To create an identity for the development and/or special streets.
        - iv. To respond to and further neighborhood character through the selection of light poles, bases, and fixtures appropriate to the commercial, residential or civic nature of surrounding use.
        - v. To select consistent light poles, fixtures, lamp types, finishes and colors for all pedestrian and street lights in the Bingham Junction development area.
        - vi. To simplify the alley corridor by utilizing downcast, structure-mounted lighting in place of freestanding light fixtures.
    - 5. Street Furnishings.
      - a. Intent.
        - i. To provide a safe, weather-sheltered area at selected bus stops.
        - ii. To provide comfortable, high quality and durable seating at all bus and transit stops.
        - iii. To provide trash receptacles in areas where pedestrian traffic is expected, and at bus and transit stops.
        - iv. To provide bicycle racks at safe and convenient locations, particularly near building entrances and where building windows provide a clear view of outside activity.
        - v. To provide consistency and durability in the design of streetscape elements such as railings, bollards, tree grates, benches and trash receptacles.
        - vi. To create a consistent Bingham Junction development identity through street furnishings that match or complement each other.
    - 6. Irrigation and Maintenance.

## a. Intent.

- i. To assure safe conditions for all users.
- ii. To encourage reasonable water conservation practices.
- iii. To maintain irrigation systems in proper operational condition.
- iv. To maintain plant materials in a healthy condition.
- v. To ensure that dead, diseased or otherwise sub-standard plant materials are replaced promptly.
- vi. To maximize the usable life span of all paving materials, hardscape elements, plantings, furnishings and other site features.

## 7. Utilities.

## a. Intent.

- i. To underground all utilities.
- ii. To place utilities in the street and/or alleys.
- iii. To avoid placing utilities under the sidewalk amenity zone to allow the planting, health and maintenance of street trees. (Ord. 5/1/2007O-5 § 1 (part), 2007; Ord. 9/21/2004O-29 § 1 (part), 2004)

**17-7-9.4.1 Subarea 1 intent statements.**

(In addition, see also intent statements common to all or multiple subareas.)

## A. Site Plan/Urban Design Standards Specific to Subarea 1.

## 1. Building Use and Orientation.

## a. Intent.

- i. To reinforce the public nature of the lake.
- ii. To reduce the pedestrian and bike access barriers to the lake.
- iii. To extend the views of the lake and mountains back into the neighborhood.
- iv. To orient lower density residential side or back facades to the sides and rear of large/medium scale retail, and flexible office/warehouse buildings, and their parking fields as much as possible.
- v. To orient residential toward the Bingham Junction Boulevard linear park, in order to provide informal oversight for the park.
- vi. To orient the fronts or side facades of buildings toward the lake.

## 2. Building Interrelationships.

## a. Intent.

- i. To set back buildings, particularly residences, from streets enough to include a detached sidewalk, a landscaped park strip with street trees (where feasible) and a landscaped front yard, the minimum size of which is enough to provide the following elements:
  - (A) A usable porch or comfortable entry space.
  - (B) Enough area to provide the residential occupant the ability to express individuality and uniqueness with landscaping.
  - (C) A transitional or buffer area between the street and the private space or adjacent use.
- ii. To keep buildings close enough to the street so as to create a defined street space, which aids in creating a sense of place and community, and provides informal oversight and security for the public realm.
- iii. To increase the front setback on a possible street designed to connect the subarea's residential neighborhood with the linear park along Bingham Junction Boulevard, and on to the transit stop in Subarea 6, so as to provide wider sidewalks on this street, and greater visual emphasis through extra landscaping.
- iv. To set back nonresidential uses along a commercial street enough to include a wide attached sidewalk with three zones: an amenity zone, a walking zone and a building zone.
- v. To frame views of the lake and mountains to the north along some publicly accessible streets.
- vi. To maintain an attractive, active street frontage along streets leading into residential areas.
- vii. To set back from the lake, open space property line or street right-of-way enough space to provide a generously landscaped side yard, or a landscaped front yard large enough for a comfortable porch or entry area, some area to provide an expression of individuality through landscaping, and to give a generous separation between the public realm and the private.
- viii. To locate larger single family residential lots along and near the lake, and possibly along a special connector street leading to the Bingham Junction Boulevard open space and the transit stop in Subarea 5.
- ix. To transition from large lots near amenities such as the lake to smaller lots and greater densities at the edges of the neighborhood, and near commercial areas and arterials.

## 3. Pedestrian and Vehicular Access.

## a. Intent.

- i. To create a pedestrian network throughout the subarea, linking residential to residential, employment, recreation, transit, and shopping.

## 4. Parking Lot and Garage Location.

## a. Intent.

- i. To minimize the impact of vehicle noise and headlights from within parking lots and garages into adjacent residential neighborhoods.

## 5. Service Area, Refuse Storage, Utility and Mechanical Equipment Locations.

## a. Intent. See Section 17-7-9.4(A)(5).

## 6. Private On-Site Open Space Provision and Location.

## a. Intent. See Section 17-7-9.4(A)(6).

## B. Architectural Standards Specific to Subarea 1.

## 1. Building Form and Massing.

## a. Nonresidential. See Section 17-7-9.4(B)(1).

## b. Residential.

## i. Intent.

- (A) To promote a diversity of housing types within the subarea in order to create a diverse and successful community rather than an isolated, single-product development.
- (B) To encourage a pattern of scattered housing products that locates low densities on quiet streets, higher densities closest to neighborhood centers and larger roadways, and highest densities at the edges of neighborhoods, but within walking distance of local services, retailing, public places, and transit.

## 2. Building Facade and Character.

## a. Nonresidential.

## i. Intent.

(A) To vary the form, provide changes in wall plane, or use other architectural techniques so as to reduce the scale of commercial, office and/or flexible space buildings when near residential structures.

- b. Residential.
  - i. Intent.

(A) To create a collection of differing housing models where each housing model has several characteristics which clearly and obviously distinguish it from the other housing models.

(B) To ensure that larger single family detached residential developments have a variety of housing models mixed within the development.

3. Building Materials.

- a. Nonresidential.
  - i. Intent.

(A) To use materials for nonresidential uses that reflect the quality and type of the materials used on nearby residential structures.

- b. Residential.
  - i. Intent.

(A) To provide variety in color, texture, pattern and/or material, within the collection of single family houses on a street or in a neighborhood.

(B) To provide variety in color, texture, pattern and/or material within a multifamily building, or within a multifamily development.

4. Building Lighting.

- a. Intent. See Section 17-7-9.4(B)(4).

5. Rooftop Design and Mechanical Screening.

- a. Intent. See Section 17-7-9.4(B)(5).

C. Landscape Standards Specific to Subarea 1.

1. Overall On-Site Landscape Treatment.

- a. Intent. See Section 17-7-9.4(C)(1).

2. Building Perimeter Landscape.

- a. Intent. See Section 17-7-9.4(C)(2).

3. Use and Building Related Courtyards, Plazas, and Other Usable Open Spaces.

- a. Intent. See Section 17-7-9.4(C)(3).

4. Surface Drainage Landscape.

- a. Intent. See Section 17-7-9.4(C)(4).

5. Parking Lot Landscaping.

- a. Intent. See Section 17-7-9.4(C)(5).

6. Screening, Fencing and Walls.

- a. Intent.
  - i. To provide lower, more transparent fencing separating rear or front yards from public trails and the lake open space.
  - ii. To provide general consistency in fence design, material and color where used along the edge of the lake open space.

7. Site Lighting/Parking Lot Lighting.

- a. Intent. See Section 17-7-9.4(C)(7).

8. Paving.

- a. Intent. See Section 17-7-9.4(C)(8).

9. Site Furnishings.

- a. Intent. See Section 17-7-9.4(C)(9).

10. Plant Materials.

- a. Intent. See Section 17-7-9.4(C)(10).

11. Irrigation.

- a. Intent. See Section 17-7-9.4(C)(11).

12. Maintenance.

- a. Intent. See Section 17-7-9.4(C)(11).

D. Sign Standards Specific to Subarea 1 (See also Section 17-7-9.4(D).)

C = Commercial

R = Residential

MF = Apartments and Condos

Sign Type	Sign Area Max.	Height Max.	General Restrictions
A-Frame (C, MF)	6 s.f.	4'	One per ground-level tenant. Must not impede pedestrian movement.
Awning/Canopy (C, MF)	5% of wall surface; 80% of width	80% of vertical drip	Constructed of canvas-like materials or architectural metal. Design and color to relate to storefront. May extend 5' from facade at least 8' above sidewalk.
Campaign (C, R, MF)	32 s.f.	8'	Removed within 15 days from final voting day. 3' max. height in clear view triangle.
Changeable Copy (C)	25% of sign	n/a	Changeable copy signs may be wall or monument signs. One changeable copy sign/business location.
Construction (C, R, MF)	32 s.f.	12'	Removed prior to certificate of occupancy.
Directional (C, MF)	4 s.f.	3'	Located at drive entrances and on-site only.
Flat or Wall (includes Window) (Commercial)	Sign 1: 15% of wall surface; Signs 2-3: combined signage	n/a	Must be attached to main building. All signs attached to facade, including awning signs, window signs, and wall signs, determine sign area.

(C)	5% of wall surface		
Projecting Wall (C)	12 s.f.	n/a	May extend four feet from facade perpendicular to facade. Must be 8' above sidewalk. One per ground level tenant.
Name Plats (R)	3 s.f.	n/a	Must be attached to main structure.
Monument (Commercial) (C, MF) 7200 S. or B.J. Blvd.	32 s.f. 64 s.f.	6' total 9' total	At least 1 foot of pedestal. May be placed on berm, w/ top of sign $\leq$ 9'; 3' max. height in clear view triangle; 3' from sidewalk.
Monument (Multi-Tenant) (C)	96 s.f.	9' total	One per identified multi-tenant development. Forty-eight square feet plus one square foot per foot of street frontage up to 96 square feet maximum. Single use developments are limited to a Monument (Commercial) sign. A multi-tenant monument sign may be used in place of, rather than in conjunction with, a pylon sign. Multi-tenant monument signs are not allowed in mixed-use areas proximate to light rail.
Monument (Project Signs) (C)	64 s.f.	9' total	Located at project boundaries. 7200 South and Bingham Junction Blvd., 7800 South and Bingham Junction Blvd. and Bingham Junction Blvd. and 700 West (not for tenant identification).
Pole Banners (C)	(2 ft. x 5 ft.)	n/a	Must be attached to on-site light poles at top and bottom corners. Must hang vertically. One sign per pole.
Real Estate (C, R, MF)	32 s.f.	12'	3' max. height in sight distance triangle.
Suspended (C)	60 s.f.	n/a	Sign area is one square foot per lineal foot of building.
Temporary (C, MF)			See text.
Wayfinding Sign (C, R, MF)	30 s.f.	6'	Provides direction to points of interest within the larger "Bingham Junction" development. Allowed interior to the "Bingham Junction" project only, spaced 500' apart. General directions only, not for individual tenants (see text).
Window (C, MF)	25% of window area		See text.

E. Public Parks and Open Space Standards Specific to Subarea 1.

1. Formal and Informal Activities.

a. Intent.

i. To create an attractive environment within the linear park that parallels Bingham Junction Boulevard for both active informal recreation such as walking, jogging, and bicycling; and passive activities such as people watching, reading, dog walking and meeting neighbors.

b. Pedestrian, Bicycle and Service Circulation.

i. Intent.

(A) To create an attractive pedestrian and bicycle path system, within the linear park that parallels Bingham Junction Boulevard, that connects residential to shopping and workplace locations.

(B) To provide a continuous pedestrian/bike path along the length of the river open space that can accommodate service, emergency and security vehicles.

2. Landscape.

a. Intent.

i. To maximize the usability of the linear park that parallels Bingham Junction Boulevard through the use of sod that is resilient to foot traffic.

ii. To provide a variety of sun and shade conditions within the linear park that parallels Bingham Junction Boulevard through the grouping of shade trees and other shade-providing elements, where practicable.

iii. To spatially define the street by lining the street edge with street trees, where practicable.

3. Paving.

a. Intent. See Section 17-7-9.4(E)(5).

4. Water Elements.

a. Intent. See Section 17-7-9.4(E)(6).

5. Park and Open Space Furniture and Equipment.

a. Intent.

i. To provide frequent opportunities to sit along the Bingham Junction Boulevard linear park's pedestrian and bicycle path system.

6. Park and Open Space Lighting and Power.

a. Intent. See Section 17-7-9.4(E)(8) and streetscape intent statements.

7. Information Systems and Wayfinding.

a. Intent. See Section 17-7-9.4(E)(9).

8. Drainage Systems and Detention/Retention Ponds.

a. Intent. See Section 17-7-9.4(E)(10).

9. Irrigation and Maintenance.

a. Intent. See Section 17-7-9.4(E)(11).

F. Streetscape Standards Specific to Subarea 1.

1. Street and Alley Network Design.

a. Intent. See Section 17-7-9.4(F)(1).

2. Street Trees and Other Plant Materials.

a. Intent. See Section 17-7-9.4(F)(2).

3. Sidewalks and Paving.

a. Intent. See Section 17-7-9.4(F)(3).

4. Street and Pedestrian Lighting.

- a. Intent.
  - i. To provide pedestrian lighting along Bingham Junction Boulevard, or within its associated open space.
  - ii. To provide pedestrian lighting along any special connector street to the light rail stop.
- 5. Street Furnishings.
  - a. Intent. See Section 17-7-9.4(F)(5).
- 6. Irrigation and Maintenance.
  - a. Intent. See Section 17-7-9.4(F)(6).
- 7. Utilities.
  - a. Intent. See Section 17-7-9.4(F)(7). (Ord. 5/1/2007O-5 § 1 (part), 2007; Ord. 9/21/2004O-29 § 1 (part), 2004)

#### 17-7-9.4.2 Subarea 2 intent statements.

(In addition, see also intent statements common to all or multiple subareas.)

- A. Site Plan/Urban Design Standards Specific to Subarea 2.
  - 1. Building Use and Orientation. See Section 17-7-9.4(A)(1).
  - 2. Building Interrelationships.
    - a. Intent.
      - i. To define the street space and edge along 7200 South and Bingham Junction Boulevard as much as possible, so as to aid in the creation of identity and place in an environment where the street is wide, the density is low, and the sizes of parking fields are large.
      - ii. To keep buildings close enough to the street so as to create a defined street space, which aids in creating a sense of place and community, and provides informal oversight and security for the public realm.
      - iii. To allow occasionally deeper setbacks to accommodate drives, frontage streets and on-street parking between the building and the curb if such allowance results in primary entries that face the street, or is needed because the only though access for drive-in facilities along 7200 South requires a drive in front of the building.
      - iv. To ensure that streets through the commercial area that lead to residential areas are bordered by buildings with at least good quality facades, and good site landscaping so that they give as good quality entry experience to the residential neighborhoods.
      - v. To set back commercial uses along the Bingham Junction Boulevard open space enough to include either a wide sidewalk, or a street or drive with some on-street parking and a wide sidewalk between the parking and the building.
  - 3. Pedestrian and Vehicular Access.
    - a. Intent.
      - i. To design and site drive-in facilities so that they minimize the disruption of pedestrian connections, particularly along the street.
      - ii. To encourage as much pedestrian activity as possible on and visible to the street.
      - iii. To provide a clear system of pedestrian paths and connections between commercial buildings and through parking lots.
  - 4. Parking Lot and Garage Location.
    - a. Intent.
      - i. To reduce the visual impact of vehicles, both parked and moving, as much as possible.
      - ii. To minimize the impact of vehicle noise and headlights from within parking lots and garages into adjacent residential neighborhoods.
  - 5. Service Area, Refuse Storage, Utility and Mechanical Equipment Locations.
    - a. Intent.
      - i. To locate loading docks and service areas away from residential uses as much as possible.
  - 6. Private On-Site Open Space Locations.
    - a. Intent.
      - i. To provide small open spaces for employee use with seating, trash receptacles and landscaping or other devices to provide shade.
- B. Architectural Standards Specific to Subarea 2.
  - 1. Building Form and Massing.
    - a. Intent.
      - i. To provide larger and higher facades along 7200 South in order to give greater presence for the retail uses along a wide street.
  - 2. Building Facade and Character.
    - a. Intent.
      - i. To create facades that are expressive of the commercial activity within the building through transparent windows, display windows, and translucent glazing.
      - ii. To modify standardized, corporately branded, building expressions so as to fit the overall visual unity of the retail district along 7200 South, and local identity of the Bingham Junction redevelopment.
      - iii. To ensure that the highest quality facades face 7200 South and Bingham Junction Boulevard, and only well-designed, good quality facades are visible from these two arterials.
      - iv. To orient the entries of buildings and tenants toward 7200 South and Bingham Junction Boulevard as much as possible, or at least be clearly visible from these two arterials.
  - 3. Building Materials.
    - a. Intent.
      - i. To create a general overall visual unity for the retail uses along 7200 South while still allowing for some variety in building character, materials and color.
  - 4. Building Lighting.
    - a. Intent. See Section 17-7-9.4(B)(4).
  - 5. Rooftop Design and Mechanical Screening.
    - a. Intent. See Section 17-7-9.4(B)(5).
- C. Landscape Standards Specific to Subarea 2.
  - 1. Overall On-Site Landscape Treatment.
    - a. Intent. See Section 17-7-9.4(C)(1).
  - 2. Building Perimeter Landscape.
    - a. Intent. See Section 17-7-9.4(C)(2).
  - 3. Use and Building Related Courtyards, Plazas, and Other Usable Open Spaces.
    - a. Intent. See Section 17-7-9.4(C)(3).

4. Surface Drainage Landscape.
    - a. Intent. See Section 17-7-9.4(C)(4).
  5. Parking Lot Landscaping.
    - a. Intent.
      - i. To break up large parking lots with substantial zones of landscaping.
      - ii. To provide substantial landscape buffering between large parking lots and residential uses when these uses front onto streets that border these lots.
  6. Screening, Fencing and Walls.
    - a. Intent.
      - i. To screen loading docks and service areas where visible from residential areas with high solid walls.
  7. Site Lighting/Parking Lot Lighting.
    - a. Intent. See Section 17-7-9.4(C)(7).
  8. Paving.
    - a. Intent. See Section 17-7-9.4(C)(8).
  9. Site Furnishings.
    - a. Intent. See Section 17-7-9.4(C)(9).
  10. Plant Materials.
    - a. Intent. See Section 17-7-9.4(C)(10).
  11. Irrigation and Maintenance.
    - a. Intent. See Section 17-7-9.4(C)(11).
- D. Sign Standards Specific to Subarea 2. (See also Section 17-7-9.4(D).)  
 C = Commercial  
 R = Residential  
 MF = Apartments and Condos

Sign Type	Sign Area Max.	Height Max.	General Restrictions
A-Frame (C, MF)	6 s.f.	4'	One per ground-level tenant. Must not impede pedestrian movement.
Awning/Canopy (C, MF)	5% of wall surface; 80% of width	80% of vertical drip	Constructed of canvas-like materials or architectural metal. Design and color to relate to storefront. May extend 5' from facade at least 8" above sidewalk.
Campaign (C, R, MF)	32 s.f.	6'	Removed within 15 days from final voting day. 3' max. height in clear view triangle.
Changeable Copy (C)	25% of sign	n/a	Changeable copy signs may be wall or monument signs. One changeable copy sign/business location.
Construction (C, R, MF)	32 s.f.	12'	Removed prior to certificate of occupancy.
Directional (C, MF)	4 s.f.	3'	Located at drive entrances and on-site only.
Flat or Wall (includes Window) (Commercial) (C)	Sign 1: 15% of wall surface; Signs 2-3: combined signage 5% of wall surface	n/a	Must be attached to main building. All signs attached to facade, including awning signs, window signs and wall signs, determine sign area.
Projecting Wall (C)	12 s.f.	n/a	May extend four feet from facade perpendicular to facade. Must be 8' above sidewalk. One per ground level tenant.
Name Plate (R)	3 s.f.	n/a	Must be attached to main structure.
Monument (Commercial) (C, MF) 7200 S. or B.J. Blvd.	32 s.f. 64 s.f.	6' total 9' total	One monument sign for each street frontage allowed per single use development (i.e., pad sites/stand alone buildings). May not be located within 150' of any other monument or pylon sign.
Monument (Multi-Tenant) (C)	96 s.f.	9' total	One per identified multi-tenant development. Forty-eight square feet plus one square foot per foot of street frontage up to 96 square feet maximum. Single use developments are limited to a Monument (Commercial) sign. A multi-tenant monument sign may be used in place of, rather than in conjunction with, a pylon sign. Multi-tenant monument signs are not allowed in mixed-use areas proximate to light rail.
Monument (Project Signs) (C)	64 s.f.	9' total	Located at project boundaries, 7200 South and Bingham Junction Blvd., 7800 South and Bingham Junction Blvd. and Bingham Junction Blvd. and 700 West (not for tenant identification).
Pole Banners (C)	(2 ft. x 5 ft.)	n/a	Must be attached to on-site light poles at top and bottom corners. Must hang vertically. One sign per pole.
Pylon Signs (C)	250 s.f.	25'	One per identified retail area located along Jordan River Boulevard at the center of the retail area. For multi-tenant use only. If buildings have been located against the right-of-way line, the sign may be located adjacent to the main drive entrance, but no closer than 500' to another pole sign. Min. 10' clearance. First 1/3 of pole to be wrapped with matching masonry, with an architectural cover over the remainder. Arch. compatible with development. Cabinet 18" from prop. line.
Real Estate (C, R, MF)	32 s.f.	12'	3' max. height in sight distance triangle.
Suspended (C)	60 s.f.	n/a	Sign area is one square foot per lineal foot of building.

Temporary (C, MF)			See text.
Wayfinding Sign (C, R, MF)	30 s.f.	6'	Provides direction to points of interest within the larger "Bingham Junction" development. Allowed interior to the "Bingham Junction" project only, spaced 500' apart. General directions only, not for individual tenants (see text).
Window (C, MF)	25% of window area		See text.

E. Public Parks and Open Space Standards Specific to Subarea 2.

1. Formal and Informal Activities.

a. Intent.

i. To create a pleasant environment within the linear park that parallels Bingham Junction Boulevard for both active informal recreation such as walking, jogging, and bicycling; and passive activities such as people watching, reading, dog walking and meeting neighbors.

b. Pedestrian, Bicycle and Service Circulation.

i. Intent.

(A) To create an attractive pedestrian and bicycle path system, within the linear park that parallels Bingham Junction Boulevard, that connects residential to shopping and workplace locations.

(B) To provide a continuous pedestrian/bike path along the length of the river open space that can accommodate service, emergency and security vehicles.

2. Landscape.

a. Intent.

i. To maximize the usability of the linear park that parallels Bingham Junction Boulevard through the use of turf that is resilient to foot traffic, where practicable.

ii. To provide a variety of sun and shade conditions within the linear park that parallels Bingham Junction Boulevard through the grouping of shade trees and other shade-providing elements, where practicable.

iii. To spatially define the street by lining the street edge with street trees, where practicable.

iv. To space trees somewhat further apart in the Bingham Junction Boulevard linear open space adjacent to commercial frontages, where practicable.

v. To use tree and shrub species in the Bingham Junction Boulevard linear open space area adjacent to commercial frontages that will help to maintain views of commercial frontages, where practicable.

3. Paving.

a. Intent. See Section 17-7-9.4(E)(5).

4. Water Elements.

a. Intent. See Section 17-7-9.4(E)(6).

5. Park and Open Space Furniture and Equipment.

a. Intent.

i. To provide frequent opportunities to sit along the Bingham Junction Boulevard linear park's pedestrian and bicycle path system.

6. Park and Open Space Lighting and Power.

a. Intent. See Section 17-7-9.4(E)(8) and streetscape intent statements.

7. Information Systems and Wayfinding.

a. Intent. See Section 17-7-9.4(E)(9).

8. Drainage Systems and Detention/Retention Ponds.

a. Intent. See Section 17-7-9.4(E)(10).

9. Irrigation and Maintenance.

a. Intent. See Section 17-7-9.4(E)(11).

F. Streetscape Standards Specific to Subarea 2.

1. Street and Alley Design.

a. Intent. See Section 17-7-9.4(F)(1).

2. Street Trees and Other Plant Materials.

a. Intent.

i. To spatially define Bingham Junction Boulevard and 7200 South by lining the street edge with street trees, where practicable.

ii. To space street trees along 7200 South somewhat further apart than normal in order to afford views of commercial store fronts, where practicable.

3. Sidewalks and Paving.

a. Intent. See Section 17-7-9.4(F)(3).

4. Street and Pedestrian Lighting.

a. Intent.

i. To provide both street lighting and pedestrian lighting on 7200 South, and on Bingham Junction Boulevard, and/or within the linear open space along Bingham Junction Boulevard.

5. Street Furnishings.

a. Intent.

i. To focus street amenities such as seating, trash containers, newspaper boxes, pedestrian lights, information kiosks, public art, drinking fountains, and bike racks on the primary street or streets that serve the transit stop.

6. Irrigation and Maintenance.

a. Intent. See Section 17-7-9.4(F)(6).

7. Utilities.

a. Intent. See Section 17-7-9.4(F)(7). (Ord. 5/1/2007O-5 § 1 (part), 2007; Ord. 9/21/2004O-29 § 1 (part), 2004)

**17-7-9.4.3 Subarea 3 Intent statements.**

(In addition, see also intent statements common to all or multiple subareas.)

A. Site Plan/Urban Design Standards Specific to Subarea 3.

1. Building Use and Orientation.

a. Intent.

i. To orient the frontages of adjoining uses toward the Jordan River open space, where feasible, and dependent on final

character and quality of the open space. Side or rear orientation is possible depending on the quality of the architecture, the amount of transparency and informal oversight provided for the open space, and the location and screening of service areas.

- ii. To avoid locating blank walls, service areas and inactive uses adjacent to the river open space.
- iii. To reinforce the public nature of the Jordan River open space.
- iv. To extend the views of the river open space back into the neighborhood.
- v. To orient residential toward the Bingham Junction Boulevard linear park, in order to provide informal oversight for the park.
- vi. To orient lower density residential side or rear facades to the sides and rear of large/medium scale retail, and flexible office/warehouse buildings, and their parking fields as much as possible.
- vii. To orient residential side or rear facades to the railroad corridor.

2. Bulking Interrelationships.

- a. Intent.
  - i. To generally align the facades of houses and/or other structures in a consistent manner along a street to establish a common spatial environment, and to avoid screening or shadowing the front entry of neighboring residential structures.
  - ii. To generally align the facades of houses and other structures in a consistent manner in order to define the spatial boundaries of public open spaces.
    - iii. To maintain an attractive, active street frontage along streets leading into residential areas.
    - iv. To set back buildings, particularly residences, from streets enough to include a detached sidewalk, a landscaped park strip with street trees (where feasible) and a landscaped front yard, the minimum size of which is enough to provide the following elements:
      - (A) A usable porch or comfortable entry space.
      - (B) Enough area to provide the residential occupant the ability to express individuality and uniqueness with landscaping.
      - (C) A transitional or buffer area between the street and the private space or adjacent use.
    - v. To increase the front setback on a possible street designed to connect the subarea's residential neighborhoods with the transit stop in Subarea 5, so as to provide wider sidewalks on this street, and greater visual emphasis through extra landscaping.
    - vi. To set back from the property line of the Jordan River open space enough space to provide clear separation between the public and the private realms.

3. Pedestrian and Vehicular Access.

- a. Intent.
  - i. To provide frequent pedestrian path connections to the Jordan River open space from the adjoining neighborhoods and commercial uses.
  - ii. To create effective links between the river open space system and other parks and open spaces internal to the neighborhood.
  - iii. To create a clear and attractive pedestrian system that connects the front doors of separate or adjoining commercial uses to themselves and to the street sidewalk, crossing drive aisles and parking bays where necessary.

4. Parking Lot, Residential Garage, and Commercial Parking Structure Location.

- a. Nonresidential.
  - i. Intent. See Section 17-7-9.4(A)(4).
- b. Residential.
  - i. Intent.
    - (A) To vary the orientation or location of street-accessed residential garages.
    - (B) To locate either street-accessed or alley-accessed residential types on both sides of a street, so that the residential garage access type matches from one side of the street to the other.

5. Service Area, Refuse Storage, Utility and Mechanical Equipment Locations.

- a. Intent.
  - i. To completely screen service areas, loading docks, utility appurtenances and refuse containers from views from the Jordan River open space.
  - ii. To avoid locating service areas, refuse enclosures, loading docks and utility appurtenances on streets with residential uses.

~~6. Private On-Site Open Space Provisions and Locations~~

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