

From: [Carolyn Potter](#)
To: [Mike Wilcox](#)
Subject: [EXTERNAL] Send picture of my email to you.
Date: Monday, December 5, 2022 9:40:48 PM

Mr. Wilcox, My computer server went down when i tried to send you this computer generated correspondence from me about the code amendment meeting on Dec. 6th 2022. Please let me know if you received it and you could read it (was it legible?) Sorry for the inconvenience. I wanted to voice my opinion. Thank you. Carolyn Potter
10743 Bay Meadow Drive
801-550-8129

Message Insert Options Format Text

Cut Copy Paste Format Painter Clipboard

Calibri 11 A⁺ A⁻ B I U Basic Text

Address Book Check Names Names

Attach File Attach Item Business Card Include

Calendar Signature

Follow Up Options

Spelling Proofing

This message has not been sent.

Send

To... 'mwilcox@sandy.utah.gov'

Cc...

Subject: comment about code amendment--Dec. 6 2022 meeting

For Mike Wilcox, I am for the addition of accessory structures used for care and maintenance of farm animals. However, our area needs the support of Sandy City through code enforcement to maintain these structures. Currently I have sent in a complaint to code enforcement for several years now to get an owner to maintain a shed that crosses the width of their property. It needs new roofing, needs to be painted, some side walls have deteriorated and have exposed the interior of the prior owner's rabbit droppings that have never been cleaned out, and various items strewn about in the interior. It is an eye sore, unhealthy and unsafe as I have state in my complaint to code enforcement. The code officer says it's still standing and won't enforce the code in spite of our efforts through the years to get the city to help improve or rid the poorly maintained shed area in our area. So further farm buildings aren't good to have unless the city is willing to help support maintenance of these present and future accessory farm structures that are proposed in this amendment. This area will no longer be a prosperous part of Sandy City but will look like Shanty (town) City because of the owners who refuse to maintain buildings on their premises. Please look into this non-supportive code enforcement attitude on enforcing the property codes (9-2-1,9-3-1 &9-3-2) that are needed to help keep this area from getting a down-trodden look.

Thank you, Carolyn Potter
10743 Bay Meadow Drive
801-550-8129

11-17-22

Starr Dowding
10617 S Bay Meadows Dr
Sandy, UT 84092

Quick rough calculation of cost vs profit of boarding 4 horses:

1. Property Tax is about 6.76% of your home value. Low side of home value \$600,000 = \$4056.00
2. Water bill low estimate \$20. a month = \$240 year
3. Dumpster for waste about \$275 a month = \$3300 year
4. Hay \$16.00 a bale. If 4 horses eat 1 bale a day, \$16.00 x 365 = \$5840 year
5. Homeowner policy. Average cost off internet \$800 year
6. Personal Umbrella Liability policy. Average cost \$365 year
7. **Total yearly expense: \$14,600.00 / 12 months = \$1217.00 a month**
8. If you were to have 4 blue garbage cans from the city, I think it would be about \$32 a mo x 12 = \$384 a year. This would be about another \$2900 a year off your expenses.
\$2900/12=\$241
9. **Total yearly expense: \$11,300.00 / 12 months = \$942.00 a month**

10. A friend of mine just started boarding her horse in Bluffdale. **Her rent is \$575 a month x12 = \$6900.00 x 4 horses = \$27,600 or income of \$2300.00 a month**
11. **\$2300 – \$1217 = \$1083 a month rough profit.**
12. **\$2300 – \$942 = \$1358 a month rough profit**
13. This doesn't even factor in your time mucking stalls, feeding, or improvements needed such as additional sand or gravel to replace it when it goes in the dumpster or cans with the Horse Shit I mean poop.

Again, this is if you, the homeowner, did not own a horse & wanted to have the thrill of making of boarding 4 horses!

Owning a couple of horses and having a boarder or two is not going to make anyone rich & famous. It sure as hell, I mean heck. beats living across the street in those town homes! OR OUR NEIGHBORHOOD TURNED IN TO THAT!!!



[Home](#) [Blog](#) [21 scenarios that would warrant an umbrella insurance policy](#)

21 scenarios that would warrant an umbrella insurance policy

October 7, 2020



Umbrella insurance is a type of personal liability insurance that can cover claims in excess of your regular homeowners, renters or auto policy coverage. It can protect not just the policyholder, but also members of your family or household, and it can cover injury to others or damage to their possessions. There are many scenarios that would warrant the need for an umbrella insurance policy. We outline a few of them here.

Example #1: Your teenage daughter is babysitting the neighbor's kids and leaves the house for a moment to run to the store. When she returns, one of the children is badly injured and requires surgery. The child's medical bills exceed \$300,000. The parents of the children sue you to cover the medical bills.

Example #2: Your son dislikes his gym class as well as the teacher. He goes on social media and writes some very reproachful comments about the teacher that leave him in a bad light. The teacher sues and is awarded \$500,000.

Example #3: Your 17-year-old child decides to pick up some friends and go "cruising" in your car. He loses control of the vehicle while showing off how fast the minivan can go. Each child is critically injured. Your umbrella policy helps cover the medical bills.

Example #4: You invite friends to your home to celebrate the Fourth of July. You provide all the entertainment, food and refreshments, including alcohol. One friend who is known for drinking too much, does just that, gets in his car and drives home, getting in a terrible car accident that kills one person. The family sues you, and you're found to be liable for serving the friend too much alcohol.

Example #5: Your rental property's deck is rotted and your tenant falls through it, badly injuring his leg and requiring reconstructive surgery. A jury awards the tenant \$750,000 for damages.

Example #6: You host a wedding on your property and rent a bouncy house. The house is not staked down and blows away in the wind with children inside of it. The kids are fine, but you're sued for negligence. The families of the children are awarded \$100,000 each for mental and post-traumatic stress.



Example #7: Your dog gets out and viciously attacks the neighbor's show dog. The dog can no longer show because it has scars and a limp. You're sued for loss of income, and a jury awards the dog owner \$450,000.

Example #8: You're the "cool mom" and agree to buy your kids and their friends alcohol if they promise to stay at the house. One of the friends leaves the house and is killed in an accident. He is found to be intoxicated. The parents of the child sue you for providing him with alcohol. A jury awards \$2 million.

Example #9: You host a summer pool party for your child's birthday at your house. An unsupervised child gets injured while swimming in the pool, and the parents sue for negligence and win.

Example #10: After a bad experience at a local restaurant, you write an inflammatory review online telling others that it's the worst experience you've had. The owner of the restaurant sues for slander and wins.

Example #11: You're responsible for a four-car accident, and your insurance can't cover the replacement of the victims' vehicles or any of their medical bills.

Example #12: Your child gets in a fight at school and breaks another kid's arm. The parents of the injured child sue and are awarded 250,000 plus medical expenses.

Example #13: Someone is walking on the sidewalk on your property and trips on a crack in the concrete. They suffer a concussion and sue for damage.

Example #14: You leave for a weekend vacation and don't cover your pool in the backyard. While you're gone, the neighborhood kids jump your fence and swim in your pool unattended. While swimming, one of them drowns and the parents sue.

Example #15: While vacationing in Mexico, you rent a boat to go out on the water. While boating, you accidentally crash into another boat. Your insurance doesn't extend coverage out of the country, and you are left with a large out-of-pocket-bill.



Example #16: Your child is fascinated with reptiles and brings one of your snakes to school for show and tell. While at school, the snake bites one of the children, and the kid is scarred for life. The parents sue for both physical and mental damage.

Example #17: A tenant in one of your rental properties complains about a faulty furnace. You say you'll fix it, but forget to schedule an appointment with a repairman. The furnace catches fire the next week, destroying the tenant's possessions.

Example #18: You allow your teenager and her friends to drive your golf cart down to the local lake. On the way, she swerves to avoid hitting a squirrel, resulting in a crash that severely injures your child's friend. You are held responsible and are sued by the parents.

Example # 19: You hire a group of contractors to add an extension to your house. While on a ladder, one of the contractors falls and hits his head, resulting in a concussion. He sues, and you must pay the medical expenses.

Example #20: One of your houseguests at a Christmas party falls down your stairs. The guest sues for medical bills plus pain and suffering. The amount exceeds your insurance liability limit.

Example #21: While out on a hunting trip, you mistakenly shoot and kill a camper. The family sues you to cover funeral costs.

There are countless situations that can occur and exhaust the liability limits on your home or auto insurance policy – but the good news is that umbrella insurance policies are relatively inexpensive. Contact one of our agents for your personalized umbrella insurance quote today.

News + Insights

Explore Our Latest News & Insights

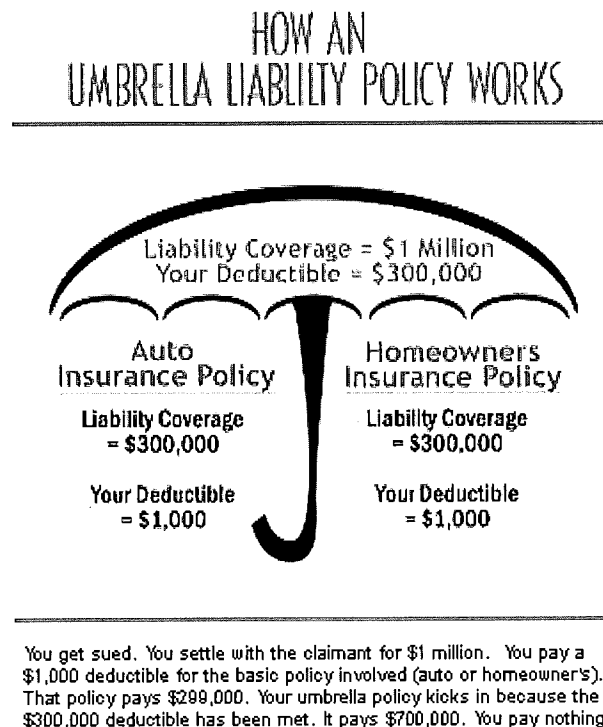


Umbrella Insurance: Examples of Actual Claims

AUGUST 4, 2010 BY [JONATHAN PING](#) 32 COMMENTS

My Money Blog has partnered with CardRatings and Credit-Land for selected credit cards and may receive a commission. All opinions expressed are the author's alone, and has not been provided nor approved by any of the companies mentioned.

Personal umbrella insurance is additional liability insurance, designed to pay out on top of your existing auto and homeowner's/renter's insurance policies. For example, you may only have \$300,000 in liability coverage on your car insurance. If you are hit with a claim of \$1,000,000, you would be on the hook for \$700,000 yourself unless you had an adequate umbrella insurance policy. Here is a diagram explaining this from MSN Money:



This was taken from a previous post of [reasons why I have umbrella insurance](#), which included some examples from news clippings. I won't expand too much further here.

In a recent [Bogleheads post](#), forum member Quasimodo shared an informative CBS Marketwatch article that included several more real-life examples where umbrella insurance coverage kicked in to save the day. Read it for the actual stories, but here are a few example scenarios:

- You are in a car accident with multiple people with serious injuries, and the medical bills are astronomical.
- You are in a car accident on the freeway involving a semi-truck carrying \$750,000 of cargo.
- An acquaintance gets injured at your house.
- You are a chaperone on a field trip and one of the kids hurts themselves.
- You host a party, someone else brings alcohol, and someone underage gets hurt or DUIs.
- Your son or daughter borrows a friend's car, and wrecks the car or injures someone.

The article also presents some good questions to ask about coverage details and possible exclusions, which I will need to follow-up on. Mrs. MMB and I pay about \$300 a year for \$2 million of umbrella insurance covering two cars and a homeowner's policy. We find it a good value for the peace of mind it gives.

You can get a third-part insurer to be the umbrella over differing auto and/or homeowner's insurers, as long as you have the required liability amounts underneath. I wouldn't fall for the argument that if you don't have significant assets – especially as compared to your current liability limits – then you don't need umbrella insurance. If you have \$100,000 and are covered for \$100,000, what if you are found liable for \$200,000? You'd still be completely broke – and how long did it take you to accumulate that in the first place?

Share this:

Common Claims That Utilize Umbrella Insurance

Posted on December 31, 2021 by Daniels Insurance, Inc.

Some people think umbrella insurance is a waste of money. Still, the truth is that it's an important protection for anyone who wants to be safe from liability lawsuits and other undesired events. For example, if you are sued for libel or defamation, your umbrella insurance policy will help cover the costs.



First things first, personal umbrella insurance adds a layer of protection to your home, rental property, boats, and cars. It means you need to have basic insurance to get accepted for personal umbrella insurance. Similarly, an umbrella comes to save you when your basic policy limit is exceeded. It can increase your policy limit up to 5 million dollars.

Primarily it covers your vehicles, watercraft, rental property, drivers, and personal injury. But we will highlight some of the aspects that people don't know.

1-Boat/ Car Accidents

Accidents can happen to anyone at any time, no matter how carefully we drive. Despite the fact that nobody does an accident intentionally, one party is always more accountable for accidents than the other. In such cases, you need additional coverage for yourself and your vehicle that standard policies do not provide. The use of a personal umbrella will

protect you in both scenarios, whether you have to pay for property damages or physical injuries. A personal umbrella will pay for all the medical expenses of injured parties. Moreover, your family members will be covered as well.

2-Your Dog Bites Someone

Dogs are amicable creatures, but sometimes they can get angry or annoyed. If your dog bites somebody, you will be held responsible. You will have to pay the damages and face the legal consequences. Here again, your personal umbrella policy helps you tackle the situation.

3-Injury or Accidents in Your Premises

A Personal Umbrella Policy will cover you in case of any accident or injury on your property, whether your home, rental property or farm. As an example, a child playing in your home could get injured. As well as providing financial support for courts and attorneys, the policy covers damages as well. The land you own or lease will also be covered if it belongs to your family. People who rent their properties are well protected with this layer of protection.

4-Traffic Violation

There are times when we have to drive fast due to an emergency. We may be cited for driving too fast. Protecting your family and drivers with your personal umbrella is also a good idea. Under this policy, your underage drivers are protected from one moving violation, while drivers of normal age are covered by three.

5- Worldwide Coverage

While your primary insurance policy leaves your guard as you leave the USA. But the personal umbrella policy covers you worldwide. Whether an accident happens to the policyholder outside the USA or it happens at his property while he is outside, this policy will come to rescue you. Therefore, PUP is best for people who often have to travel for business purposes.

6-Social Media Opinion

People rarely know you can be sued for publishing a negative review or opinion about any brand or individual online. In such a scenario, your personal umbrella policy protects you. It will bear not only defense cost and attorney fees but the defamation in case you are forced into bankruptcy for defamation of character and wrongfulness.

7- Malicious Prosecution

The Umbrella policy also extends to cases you face due to ill-intentioned litigation, or you are arrested on false charges. Sometimes our evil competitors try to drag us into false cases to divert our attention from the things that matter. You will get all the defense costs, attorney fees, and other financial costs in these cases.

Final Words

Personal umbrella insurance can be a wise investment if you can afford to pay a little more for your coverage. In addition to expanding your existing coverage limits, it also covers areas where standard policies fail. The best part is that you can usually get a large number of umbrellas for a low price. A typical \$1,000,000 umbrella policy with the average home insurance premium for two adult drivers costs just \$150 per year.

About Daniels Insurance, Inc.

At Daniels Insurance, Inc., we have a unique understanding of the risks that businesses like yours face on a regular basis. With the backing of our comprehensive coverages and our dedication to customer service and quick claims resolution, your business will be fully protected. For more information, contact us today at (855) 565-7616.

From: kerry@fitnessrealty.com
To: [Mike Wilcox](#); [James Sorensen](#)
Subject: [EXTERNAL] Recent court order for Bell Canyon Acres
Date: Thursday, November 17, 2022 4:40:25 PM
Attachments: [Final Ruling 8-22-22.pdf](#)
[BCA Covenants.pdf](#)

Good afternoon. I thought I'd share this information to you so you're aware of the recent outcome of the litigation of Bell Canyon Acres. I know that other neighbors will be referencing this ruling tonight at the meeting.

Attached is the court order dated September 12, 2022 regarding the properties of Bell Canyon Acres and the rules associated with the community. Per line #14 it states that the Protective Covenants, including, but not limited to B-6, are applicable, valid, and enforceable to and against all lots and property owners in Bell Canyon Acres.

Question many homeowners have...don't the protective covenants take precedent over city law for individual communities that were set up 50+ years ago? Now there is a ruling stating the legality of the rules. The Protective Covenants for this community state in part B that this is Residential Area Covenants. In B-1...no lot shall be used except for residential purposes. In B-6...the easement is for utilities, drainage and enjoyment on the bridle path. B-7...states No noxious or offensive activity shall be carried on upon any lot. B-11...pets, livestock and fowl which are generally associated with estate type living and which are kept only for family use and not for any commercial purpose.

Please let me know if you have any questions.
Thank you.

Kerry McLelland
Fitness Realty
801-694-2010
kerry@fitnessrealty.com



Click my photo to see what your home is worth!



Virus-free www.avast.com

2326965

BOOK 2844 PAGE 97

Recorded APR 3 1970 at 4:15 PM
 Request of WESTERN STATES TITLE
 Fee Paid HAZEL WAGNER BY CHANGE
 Records, Salt Lake County, Utah
 \$ 6.22 By *[Signature]* Deputy
 Ref.

PROTECTIVE COVENANTS

WESTERN STATES TITLE COMPANY, a Utah Corporation, as Trustee, MC KEAN CONSTRUCTION COMPANY, a Utah Corporation, G. EUGENE ENGLAND and DORA H. ENGLAND, his wife, owners of the following described property located in Salt Lake County, State of Utah,

to-wit:
 PART A.

Beginning on the East side of a ditch 268 feet more or less East of the West 1/4 corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence South 768 feet; thence West 268 feet to the Section line; thence South 1872 feet along the Section line; thence East 2,618.8 feet; thence North 60.91 feet; thence West 660 feet; thence North 2394 feet; thence North 47°06' West 271.4 feet; thence West 1492 feet, more or less to the point of beginning.

In consideration of the premises and as part of the general plan for improvements of said property do hereby declare the property hereinabove described subject to the restrictions and covenants as follows:

The residential area covenants in Part B, in their entirety shall apply to BELL CANYON ACRES SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

PART B. RESIDENTIAL AREA COVENANTS:

B-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height, a private garage or carport for not more than three cars and such other accessory buildings as are approved by the Architectural Control Committee.

B-2. ARCHITECTURAL CONTROL. No building or fencing shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, other residences and finish grade elevation.

B-3: DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost less than \$28,000.00 including the lot, based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one-story open porches, and garages shall be not less than 1300 square feet for a one-story dwelling, nor less than 1100 square feet for a dwelling of more than one story.

B-4: BUILDING LOCATION.

a. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines described under S-1A Zoning. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.

b. No building shall be located nearer than 15 feet to an interior lot line except that a one foot yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line.

c. For the purpose of this covenant, eaves, steps and open porches shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

B-5: LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than three-fourths of an acre.

(2)

B-6: EASEMENTS. Easements for installation and maintenance of utilities, drainage facilities and bridle path are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements or to obstruct the free, safe and sanitary use and enjoyment of the bridle path. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

B-7: NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(a) No clothes drying or storage of any articles is permitted in carports unless in enclosed areas designed for the purpose.

(b) No storage of any articles, materials, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pick-up trucks can be parked on driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garages, carports or on the rear yard areas of each lot.

(c) Each lot, together with its portion of the bridle path, is to be developed and maintained by its owner in an attractive, safe and sanitary manner.

B-8 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

B-9: SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

B-10: OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

B-11: Pets, livestock and fowl which are generally associated with estate type living and which are kept only for family use and/or food production and not for any commercial purpose are permitted on all lots except that mink, swine and goats are not permitted on any lot either temporarily or permanently. However, there shall be permitted no more than two head of cattle in any combination of not more than four head of horses or cattle. All permitted animals and fowl are to be adequately maintained in a sanitary and healthful manner.

B-12: GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

B-13: SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement or bridle path. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART C. ARCHITECTURAL CONTROL COMMITTEE.

C-1: MEMBERSHIP. The Architectural Control Committee is composed of RICHARD F. MC KEAN, 1209 Wilmington Avenue, Salt Lake City, Utah; A. NEFF TAYLOR, 2070 East 3580 South, Salt Lake City, Utah, and GEORGE K. PROTHERO, 2901 East 3300 South, Salt Lake City, Utah. A majority of the committee may designate a representative to act

for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

C-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS.

D-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

D-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages. Enforcement may be by the Architectural Control Committee or by any affected property owner or owners.

D-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 2nd day of JANUARY 1970.

WESTERN STATES TITLE COMPANY

BY: Lewis S. Livingston
Lewis S. Livingston, President

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 2nd day of January, 1970, personally appeared before me LEWIS S. LIVINGSTON, who being by me duly sworn, did say that he is the President of WESTERN STATES TITLE COMPANY, Salt Lake City, Utah, and that said instrument was signed in behalf of said Company by authority of a resolution of its Board of Directors, and said LEWIS S. LIVINGSTON, acknowledged to me that said WESTERN STATES TITLE COMPANY executed the same.

Richard Walker
Notary Public

My Commission Expires 9/15/73
Residing in Salt Lake County, Utah
RICHARD WALKER
NOTARY PUBLIC
STATE OF UTAH

MC KEAN CONSTRUCTION COMPANY
BY: Richard F. McKean
Richard F. McKean, President

STATE OF UTAH)
COUNTY OF SALT LAKE) :ss

On the 2nd day of January 1970, personally appeared before me RICHARD F. MC KEAN who being by me duly sworn, did say that he is the President of MC KEAN CONSTRUCTION COMPANY, a Utah Corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said RICHARD F. MC KEAN acknowledged to me that said MC KEAN CONSTRUCTION COMPANY executed the same.



Richard Walker
Notary Public

My Commission Expires 9/15/73
Residing in Salt Lake County, Utah.

Richard F. McKean
Richard F. McKean
Maurine G. McKean
Maurine G. McKean

STATE OF UTAH)
COUNTY OF SALT LAKE) :ss

On the 2nd day of January 1970, personally appeared before me RICHARD F. MC KEAN and MAURINE G. MC KEAN, his wife, signers of the within instrument who duly acknowledged to me that they executed the same.



Richard Walker
Notary Public

My Commission Expires 9/15/73
Residing in Salt Lake County, Utah.

Lavar H. Whittaker
Lavar H. Whittaker
Vivian T. Whittaker
Vivian T. Whittaker

STATE OF UTAH)
COUNTY OF SALT LAKE) :ss

On the 9 day of January 1970, personally appeared before me LAVAR H. WHITTAKER and VIVIAN T. WHITTAKER, his wife, signers of the within instrument who duly acknowledged to me that they executed the same.

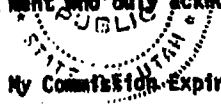
Richard Walker
Notary Public

My Commission Expires 9/15/73
Residing in Salt Lake County, Utah.

Stephen H. Mitchell
Stephen H. Mitchell
Janice M. Mitchell
Janice M. Mitchell

STATE OF UTAH)
COUNTY OF SALT LAKE) :ss

On the 19th day of January 1970, personally appeared before me STEPHEN H. MITCHELL and JANICE M. MITCHELL, his wife, signers of the within instrument who duly acknowledged to me that they executed the same.



Richard Walker
Notary Public
Residing in Salt Lake County, Utah

My Commission Expires 9/15/73

The Order of the Court is stated below:

Dated: September 12, 2022 /s/ KENT HOLMBERG
12:06:11 PM



Gregory S. Moesinger (#10680)
Adam M. Kaas (#13267)
KIRTON MCCONKIE
36 South State Street, Suite 1900
Salt Lake City, UT 84111
Telephone: (801) 328-3600
Facsimile: (801) 321-4893
gmoesinger@kmclaw.com
akaas@kmclaw.com

Attorneys for Plaintiffs

**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH**

McCULLOUGH, et al.,

Plaintiffs,

vs.

McLELLAND, et al.,

Defendants.

JUDGMENT

Civil No. 160907281

Judge Kent Holmberg

Tier 2

This matter came before the Court for a jury trial, commencing on August 22, 2022.

Plaintiffs Craig F. McCullough and Patricia A. McCullough, Trustees of The Patricia A. McCullough Trust, Zachary E. Frankel and Wendy E. Fisher, Barry Seymour Stout and Bonnie F. Stout, Trustees of The Barry and Bonnie Stout Family Living Trust dated June 4, 2008, Val Craig Walker and Kathleen Burton Walker, Trustees of the Val Craig Walker Trust, Kathleen Burton Walker and Val Craig Walker, Trustees of the Kathleen Burton Walker Trust, Robert B. Perkins and Janice E. Perkins, Thomas M. Tuft and Megan Keller-Tuft, Elizabeth Ream Madsen Wood, Trustee of The Elisabeth Ream Trust dated December 16, 1994, Leonard I. Christofferson,

Trustee of The Leonard I. Christofferson Revocable Trust dated June 4, 1991, Donna Runia Dapses and Robert C. Larson and Marilyn S. Larson (collectively the "Plaintiffs") were represented by attorneys Gregory S. Moesinger and Adam M. Kaas of the law firm of Kirton McConkie. Defendants Michael Sean McLelland and Kerry Dee McLelland, Trustees of The Michael Sean McLelland and Kerry Dee McLelland Trust dated 3-15-2013, Chris Carl Wohlhueter and Veronica Marie Wohlhueter, Jeffrey E. Stoppenhagen ("Stoppenhagen"), and Michael Nordhoff (collectively, the "Defendants") were represented by attorneys Stewart B. Harman and Carson M. Fuller of the law firm of Plant Christensen & Kannell. (The Plaintiffs and the Defendants are each individually, a "Party" and collectively the "Parties.")

After two days of trial, on the third day, August 24, 2022, the Parties met through counsel and reached an agreement and stipulation for the entry of a judgment to fully resolve this matter. Counsel for the parties set forth the proposed terms for the judgment to the Court on the record in the afternoon of trial.

The Court, having considered the evidence taken at trial, having heard the oral stipulation of counsel for the Parties, and having considered the pleadings, papers, and prior orders and rulings in this matter, hereby finds, orders, adjudicates, decrees, and enters judgment as follows:

1. Bell Canyon Acres is a subdivision of approximately 114 homes on large lots designed to accommodate the ownership, housing, and riding of horses.
2. Plaintiffs are, or at least were at the time of the filing of the Complaint, property owners in Bell Canyon Acres.
3. Defendants are property owners in Bell Canyon Acres.

4. At the time of their property purchase in Bell Canyon Acres, all purchasers are on notice of the publicly recorded Protective Covenants for Bell Canyon Acres, including phase numbers 1, 2, 3, 4, 5, and 6, which were marked and introduced as Plaintiffs' Exhibits 7 thru 12, respectively, and received into evidence on August 22, 2022 (collectively, the "Protective Covenants"), which are collectively attached hereto as "Exhibit A"; and all purchasers are on notice of the publicly recorded plat maps for Bell Canyon Acres, including phase numbers 1, 2, 3, 4, 5, and 6, which were marked and introduced at trial as Plaintiffs' Exhibits 13 thru 18, respectively, and received into evidence on the same day (collectively, the "Plat Maps"), which are collectively attached hereto as "Exhibit B". The Protective Covenants for the Bell Canyon Acres subdivision as a whole were recorded in the 1970s, before the Parties' purchases of their respective lots. Section D-2 of the Protective Covenants permits an affected property owner to enforce the Protective Covenants through legal proceedings.

5. The properties within the Bell Canyon Acres subdivision, including those of the Plaintiffs (or formerly of some of the Plaintiffs) and the Defendants, are subject to an easement for a bridle path as set forth in the recorded Protective Covenants, including Section B-6, and the recorded Plat Maps (the "Bridle Path Easement"). While separate Protective Covenants documents and the Plat Maps were recorded for each phase of construction of Bell Canyon Acres, the Protective Covenants and Plat Maps, taken together, collectively have established the full extent of the Bridle Path Easement throughout the entire Bell Canyon Acres subdivision. Property subject to the bridle path easement is private property, subject to the Bridle Path Easement.

6. The Bridle Path Easement runs throughout the Bell Canyon subdivision. It burdens each lot with an easement, but also provides the owners of the subdivision's lots with the benefits of an extensive bridle path throughout the entire Bell Canyon Acres subdivision, along with providing vehicular access to the rear portions of lots in the subdivision.

7. Section B-6 of the Protective Covenants establishes the Bridle Path Easement, with the following language:

B-6. EASEMENTS. Easements for installation and maintenance of utilities, drainage facilities and bridle path are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements or to obstruct the free, safe and sanitary use and enjoyment of the bridle path. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.¹

8. The Protective Covenants make clear that the Bridle Path Easement is not just for riding horses. Section B-7 of the Protective Covenants and the Plat Maps clarify that the Bridle Path Easement was also intended to permit Bell Canyon Acres property owners to drive vehicles through the easement to the rear portions of their properties. Specifically, B-7 mandates:

B-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

b. No storage of any articles, materials, equipment or vehicles of any nature is permitted in the front yard portion of any lot except

¹ There may be some minor variation in the language in Section B-6 and other provisions in Protective Covenants 1 thru 6; however, substantively, they are effectively the same.

that regularly used passenger cars and light pick-up trucks can be parked on driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garages, carports or on the rear yard areas of each lot.

This provision in B-7 mandates that, if a Bell Canyon Acres property owner has a trailer, truck, camper, boat or other accessory equipment that does not fit in his or her garage or carport, then that owner must store these items in the rear of his or her lot.

9. The Bridle Path Easement provides the only means of vehicular access to the rear portions of many lots in the Bell Canyon Acres subdivision. Without vehicular access by the Bridle Path Easement, such lot owners would not be able to comply with Section B-7 by parking at the rear of their properties such large trailers, trucks, campers, boats or other accessory equipment. Thus, lot owners can only avoid causing a storage nuisance as defined in Part B-7(b) by driving their vehicles through the Bridle Path Easement.

10. Lots in Bell Canyon Acres subdivision are large, about an acre in size with some variation. The subdivision was specifically designed to allow owners to maintain horses on their properties. It is foreseeable that such horse owners would need to use and store vehicles and equipment on their lots in connection with their ownership of horses – such as horse trailers, hay hauling trailers, and similar equipment. The Protective Covenants make plain that the Bridle Path Easement facilitates an equestrian community by both (a) providing a trail for horses, and (b) providing access to the rear of lots for vehicles and equipment associated with the maintenance of horses.

11. The Bridle Path Easement has been in its continuous use since its inception in 1970 for horseback riding, utility access, and Bell Canyon Acres owner access to the rear portions of their property for storage of boats, RVs, and tractors. The Bridle Path Easement has

also been used for delivery of hay and feed for animals (primarily horses), and equipment, veterinary equipment, access, and removal of diseased or dead animals.

12. Use of the Bridle Path Easement to access the back portions of various lots is a part of the private property rights for each individual lot owner in the Bell Canyon Acres subdivision.

13. The Protective Covenants and Plat Maps are enforceable to allow the Plaintiffs, the Defendants, and all property owners in the Bell Canyon Acres subdivision and their guest(s) or invitee(s), including, but not limited to, farriers, hay delivery, veterinarians, emergency vehicles, etc., to have the full benefit of the Bridle Path Easement.

14. The Protective Covenants, including, but not limited to Section B-6, and the Plat Maps are applicable, valid, and enforceable to and against all the lots and property owners in Bell Canyon Acres.

15. The Defendants shall, within thirty (30) days of the entry of this judgment, remove all obstructions from the Bridle Path Easement on their respective lots, consistent with the Protective Covenants and Plat Maps, including, but not limited to, all gates, fences, trees, and personal property. However, based upon the Parties' stipulation, the historical rock on the north side of the McLelland property, Lot 231 of Bell Canyon Acres, is not subject to this judgment, as it has been in place since at least 1978.

16. Moreover, the Plaintiffs are entitled to a permanent injunction against the Defendants, precluding the Defendants from obstructing the Bridle Path Easement in the future. The Defendants are hereby permanently enjoined and prohibited from obstructing the Bridle Path Easement or otherwise violating Section B-6 of the Protective Covenants.

17. The Parties agree that any Party to this action may record this Judgment with the Salt Lake County Recorder's Office and no Party shall oppose or object to the recordation of the same.

18. In the event there is any dispute arising out of this judgment in the future, and the intervention of the Court is sought, the prevailing party shall be entitled to recovery its attorneys' fees and costs.

19. Each Party shall bear its own attorneys' fees and costs in this matter.

THE COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE

-----**END OF ORDER**-----

SO STIPULATED BY THE PARTIES:

KIRTON McCONKIE

By: /s/ Gregory S. Moesinger
Gregory S. Moesinger
Adam M. Kaas
Attorneys for Plaintiffs

PLANT, CHRISTENSEN & KANELL

By: /s/ Stewart B. Harman (signed with permission)
Stewart B. Harman
Carson M. Fuller
Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of August, 2022, a true and correct copy of the foregoing **JUDGMENT** was served on the following by the method indicated below:

Stewart B. Harman	<input type="checkbox"/>	U.S. Mail, Postage Prepaid
Carson M. Fuller	<input type="checkbox"/>	Hand Delivered
PLANT, CHRISTENSEN & KANELL	<input type="checkbox"/>	Overnight Mail
136 East South Temple, Suite	<input type="checkbox"/>	Facsimile
1700	<input checked="" type="checkbox"/>	E-filing/E-mail
Salt Lake City, UT 84111		

/s/ Teena Sanders

4885-1792-6192

From: [Fred Sr Lowry](#)
To: [Mike Wilcox](#)
Subject: [EXTERNAL] Bell Canyon
Date: Thursday, November 17, 2022 6:38:28 PM

Mike, sorry that I was unable to attend the meeting. I am in full support of the code amendments presented tonight (I hope that I am not too late with my response.p

Sent from my iPhone

From: [Kate McConaughy](#)
To: [Mike Wilcox](#)
Subject: [EXTERNAL] Bell Canyon Acres Proposal
Date: Tuesday, November 15, 2022 12:05:29 PM

Dear Mr. Wilcox and members of the planning commission:

I have several concerns about the proposed amendments that are being proposed at this afternoon's meeting-these concerns would probably exceed the allotted public comment time that will be available during the meeting for each participant and I would imagine there will be interest in this meeting.

I am a property owner in the subdivision. I do applaud the work to clarify what is and isn't allowed as I do believe that the area is unique and has the potential to be a great community. Unfortunately, I view the proposed amendments as antithetical to achieving a great community in a unique area.

The primary reason I say that is this:

1. The amendment allows for commercial boarding of up to 10 horses without a business license or, really, any oversight (outside of the special use permit). For some reason which I do not understand, if you go through the special use process you can have a horse on as little as 3,000 square feet (not even an amount that is typically accepted for a horse) but you have to allow 7,500 per horse outside of the special use. I don't understand why someone who wishes to engage in commercial boarding would be allowed to reduce the amount available for said horses by 4,500 square feet per horse. I am not sure why the original proposal of 5,000 square feet was revised but I do believe that should be the minimum per horse. I do understand, given the size of our lots, what 3,000 square feet per horse would look like and the problems that would accompany that. Ten horses seems excessive (although desirable given the income that would bring) and the square footage allowance seems cruel unless they were taken out and exercised regularly which brings me to my second concern.
2. 10 horses per lot would increase the risk for everyone in the neighborhood. I read Mr. Parker's opinion and I agree with him in terms of each person (boarder or owner) brings the same amount of risk. But, if you increase the number of horses to 10 you increase the risk since those 10 horses would be out on the bridle paths whereas now you may only have 4 (or 6) horses out on the path (per lot). I noted that Mr. Parker opined that as long as the bridle paths are maintained the finding of negligence against them would be without basis. However, that would actually be left for a judge to rule on and it will not keep someone from suing if an accident occurs. I agree, it will help the owner defend themselves, but it won't stop the time and expense associated with that defense. Further, anyone who has ever filed an insurance claim knows that your rate will increase and/or your insurance will be cancelled. In fact, insurance rates are based, in part, on claim rates both for you as an individual and for the area in which you live. I think it is great that State Farm says that they won't do that-perhaps every property owner could be provided that in writing as part of these amendments. But, based on my experience, insurance carriers will increase the rates if this change results in more claims. So he is right-there won't be increases just because horse boarding is allowed-but there will be if the number that is allowed begins to result in more accidents and more claims. Horseback riding can be dangerous and is risky, so it is not a leap to associate more horses with more accidents and higher claims.

3. I applaud the attempt to reign in the establishment of commercial businesses by amendment changes around owner occupied. However, I can see several work arounds and I continue to believe that if you are going to establish a home based business you should be required to obtain a business license. One of the neighbors was advertising for boarding, lessons and children's parties with horses. That website has been taken down and the lessons have stopped (since these regulations were proposed) but work on the property towards that outcome has, interestingly, continued. Further, the URL continues to be active. This property is near my property and the constant dust, noise, loud music associated with events, and people and vehicles going up and down the bridle path when the lessons were occurring was a nuisance. While I looked aside at the time, these regulations would allow that very thing to multiply, become widespread, and the property owner would not have to comply with any requirement that comes with having a business license. I firmly believe that if horses are going to be a source of income for property owners, a business license should be a requirement. Just the vehicles alone associated with boarders for 10 horses coming in and out on a regular basis is concerning. But boarders, parties, and lessons - that is a commercial establishment, and that does not keep the unique neighborhood that we are all trying to achieve.

4. The larger outbuildings will continue to invite commercial establishments since there is not a requirement to use them for animals. We have already begun to see that happen in the neighborhood. Yes, the outbuilding have to be constructed in such a way that they can be converted. A request for a larger outbuilding has already been made and it is in no way going to be used for animals-it is going to be used for a commercial establishment. We have several home businesses already in the neighborhood, they all have to have a business license-I have to wonder why people who want to make money from boarding horses get to be exempted from that requirement.

In summary, I view the proposed amendments as leading to the establishment of unregulated horse businesses along with several commercial establishments only some of which will need to comply with business regulations. I fail to see how this preserves the unique nature of the community. I would ask that if individuals want to board horses that they become a licensed business, that a minimum of 5,000 sq. feet exist per horse, and that the outbuilding size not be changed. I realize that there are a variety of opinions about this issue and there are no easy answers. I am very concerned about the increased risk to me as a homeowner (again, more horses equals more risk to everyone just as more cars on the road increases the risk of accidents), and I am concerned about the increased use of my property (the bridle path) for other's personal gain. I am not against resolving the boarding issue-but these amendments appear to be more geared to building commercial unregulated businesses then in resolving the boarding issue or preserving the community.

Thank you for your time and for your work-again, none of this is easy. I was optimistic when the proposal came out that this could be resolved but these amendments only seem very geared to transforming the community and not preserving it.

Thank you, again, for your time and work on this issue.

Kate

From: [PHIL BLAIR](#)
To: [Mike Wilcox](#)
Subject: [EXTERNAL] Bell Canyon Equestrian Estate
Date: Thursday, November 17, 2022 9:36:27 AM

I believe that there shouldn't be an ordinance against residents living in the Bell Canyon Equestrian Estate neighborhood boarding non resident's horses on their property. All other ordinances regarding their animals should continue to be enforced.

Thank you
Phil Blair
1452 E. Thistle Down Dr.
Sandy, Utah 84092
801-599-4836
Sent from my iPad

From: [deb mertens](#)
To: [Mike Wilcox](#)
Subject: [EXTERNAL] Code amendment
Date: Wednesday, November 16, 2022 2:50:22 PM

Hi Mike,

Thanks in advance.

Please let it be known that we are in support of the code amendment.

We feel it is long overdue and are grateful that it is finally being addressed!

Please read this aloud at the meeting as we are unfortunately out of town and unable to attend.

Thanks again,

Debbie and Tom Mertens

Bell canyon acres residents for past twenty years!

From: [Chase](#)
To: [Mike Wilcox](#)
Subject: [EXTERNAL] No on new zone amendment
Date: Thursday, November 17, 2022 11:20:55 AM

I live at 1443 E Ascot Circle in Bell Canyon Equestrian Acres. My wife and I are 100% opposed to the city trying to change our zone rules and regulations. First off this is a blatant self serving move by Mayor Zoltanski . Her and the previous administration failed to enforce the current ordinance and in doing so several civil suits have gone on because of it. Not enforcing horse boarding but harassment by animal control and code enforcement for anything else is blatant targeting on those not in the inner circle of Mayor Zoltanski. Trespassing , loitering , destruction of property , evidence destruction by Sandy Police all just few things Sandy City is guilty of . The city has zero right to increase our liability when they are guilty of negligence and non enforcement. Trust me when I say , law suits will crush this amendment attempt and put the city in a world of investigations .

Chase and Tonya Schaeffer

From: kerry@fitnessrealty.com
To: [Mike Wilcox](#); [James Sorensen](#)
Subject: [EXTERNAL] Recent court order for Bell Canyon Acres
Date: Thursday, November 17, 2022 4:40:25 PM
Attachments: [Final Ruling 8-22-22.pdf](#)
[BCA Covenants.pdf](#)

Good afternoon. I thought I'd share this information to you so you're aware of the recent outcome of the litigation of Bell Canyon Acres. I know that other neighbors will be referencing this ruling tonight at the meeting.

Attached is the court order dated September 12, 2022 regarding the properties of Bell Canyon Acres and the rules associated with the community. Per line #14 it states that the Protective Covenants, including, but not limited to B-6, are applicable, valid, and enforceable to and against all lots and property owners in Bell Canyon Acres.

Question many homeowners have...don't the protective covenants take precedent over city law for individual communities that were set up 50+ years ago? Now there is a ruling stating the legality of the rules. The Protective Covenants for this community state in part B that this is Residential Area Covenants. In B-1...no lot shall be used except for residential purposes. In B-6...the easement is for utilities, drainage and enjoyment on the bridle path. B-7...states No noxious or offensive activity shall be carried on upon any lot. B-11...pets, livestock and fowl which are generally associated with estate type living and which are kept only for family use and not for any commercial purpose.

Please let me know if you have any questions.
Thank you.

Kerry McLelland
Fitness Realty
801-694-2010
kerry@fitnessrealty.com



Click my photo to see what your home is worth!



Virus-free www.avast.com

2326965

BOOK 2844 PAGE 97

Recorded APR 3 1970 at 4:15 p.m.
 Request of WESTERN STATES TITLE
 Fee \$10.00
 Recorder, Salt Lake County, Utah
 \$ 6.00 By *[Signature]* Deputy
 Ref. _____

PROTECTIVE COVENANTS

WESTERN STATES TITLE COMPANY, a Utah Corporation, as Trustee, MC KEAN CONSTRUCTION COMPANY, a Utah Corporation, G. EUGENE ENGLAND and DORA H. ENGLAND, his wife, owners of the following described property located in Salt Lake County, State of Utah,

to-wit:
 PART A.

Beginning on the East side of a ditch 268 feet more or less East of the West 1/4 corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence South 768 feet; thence West 268 feet to the Section line; thence South 1872 feet along the Section line; thence East 2,618.8 feet; thence North 60.91 feet; thence West 660 feet; thence North 2394 feet; thence North 47°06' West 271.4 feet; thence West 1492 feet, more or less to the point of beginning.

In consideration of the premises and as part of the general plan for improvements of said property do hereby declare the property hereinabove described subject to the restrictions and covenants as follows:

The residential area covenants in Part B, in their entirety shall apply to BELL CANYON ACRES SUBDIVISION, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

PART B. RESIDENTIAL AREA COVENANTS:

B-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height, a private garage or carport for not more than three cars and such other accessory buildings as are approved by the Architectural Control Committee.

B-2. ARCHITECTURAL CONTROL. No building or fencing shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, other residences and finish grade elevation.

B-3: DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost less than \$28,000.00 including the lot, based upon the cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure exclusive of one-story open porches, and garages shall be not less than 1300 square feet for a one-story dwelling, nor less than 1100 square feet for a dwelling of more than one story.

B-4: BUILDING LOCATION.

a. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines described under S-1A Zoning. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.

b. No building shall be located nearer than 15 feet to an interior lot line except that a one foot yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line.

c. For the purpose of this covenant, eaves, steps and open porches shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

B-5: LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than three-fourths of an acre.

(2)

B-6: EASEMENTS. Easements for installation and maintenance of utilities, drainage facilities and bridle path are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements or to obstruct the free, safe and sanitary use and enjoyment of the bridle path. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

B-7: NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

- (a) No clothes drying or storage of any articles is permitted in carports unless in enclosed areas designed for the purpose.
- (b) No storage of any articles, materials, equipment or vehicles of any nature is permitted in the front yard portion of any lot except that regularly used passenger cars and light pick-up trucks can be parked on driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garages, carports or on the rear yard areas of each lot.
- (c) Each lot, together with its portion of the bridle path, is to be developed and maintained by its owner in an attractive, safe and sanitary manner.

B-8 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

B-9: SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

B-10: OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

B-11: Pets, livestock and fowl which are generally associated with estate type living and which are kept only for family use and/or food production and not for any commercial purpose are permitted on all lots except that mink, swine and goats are not permitted on any lot either temporarily or permanently. However, there shall be permitted no more than two head of cattle in any combination of not more than four head of horses or cattle. All permitted animals and fowl are to be adequately maintained in a sanitary and healthful manner.

B-12: GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

B-13: SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the tri-angular area formed by the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement or bridle path. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART C. ARCHITECTURAL CONTROL COMMITTEE.

C-1: MEMBERSHIP. The Architectural Control Committee is composed of RICHARD F. MC KEAN, 1209 Wilmington Avenue, Salt Lake City, Utah; A. NEFF TAYLOR, 2070 East 3580 South, Salt Lake City, Utah, and GEORGE K. PROTHERO, 2901 East 3300 South, Salt Lake City, Utah. A majority of the committee may designate a representative to act

for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

C-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS.

D-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

D-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages. Enforcement may be by the Architectural Control Committee or by any affected property owner or owners.

D-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 2nd day of JANUARY 1970.

WESTERN STATES TITLE COMPANY

BY: Lewis S. Livingston
Lewis S. Livingston, President

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

On the 2nd day of January, 1970, personally appeared before me LEWIS S. LIVINGSTON, who being by me duly sworn, did say that he is the President of WESTERN STATES TITLE COMPANY, Salt Lake City, Utah, and that said instrument was signed in behalf of said Company by authority of a resolution of its Board of Directors, and said LEWIS S. LIVINGSTON, acknowledged to me that said WESTERN STATES TITLE COMPANY executed the same.

Richard Walker
Notary Public

My Commission Expires 9/15/73
Residing in Salt Lake County, Utah
RICHARD WALKER
NOTARY PUBLIC
STATE OF UTAH

MC KEAN CONSTRUCTION COMPANY

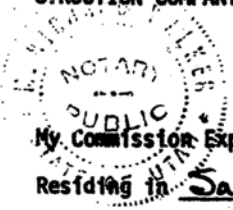
BY: Richard F. McKean
Richard F. McKean, President

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

On the 2nd day of January 1970, personally appeared before me RICHARD F. MC KEAN who being by me duly-sworn, did say that he is the President of MC KEAN CONSTRUCTION COMPANY, a Utah Corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said RICHARD F. MC KEAN acknowledged to me that said MC KEAN CONSTRUCTION COMPANY executed the same.

Richard Walker
Notary Public

My Commission Expires 9/15/73
Residing in Salt Lake County, Utah.



Richard F. McKean
Richard F. McKean
Maurine G. McKean
Maurine G. McKean

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

On the 2nd day of January 1970, personally appeared before me RICHARD F. MC KEAN and MAURINE G. MC KEAN, his wife, signers of the within instrument who duly acknowledged to me that they executed the same.

Richard Walker
Notary Public

My Commission Expires 9/15/73
Residing in Salt Lake County, Utah.



Lavar H. Whittaker
Lavar H. Whittaker
Vivian T. Whittaker
Vivian T. Whittaker

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

On the 9 day of January 1970, personally appeared before me LAVAR H. WHITTAKER and VIVIAN T. WHITTAKER, his wife, signers of the within instrument who duly acknowledged to me that they executed the same.

Richard Walker
Notary Public

My Commission Expires 9/15/73
Residing in Salt Lake County, Utah.

Stephen H. Mitchell
Stephen H. Mitchell
Janice M. Mitchell
Janice M. Mitchell

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

On the 19th day of January 1970, personally appeared before me STEPHEN H. MITCHELL and JANICE M. MITCHELL, his wife, signers of the within instrument who duly acknowledged to me that they executed the same.

Richard Walker
Notary Public
Residing in Salt Lake County, Utah.

My Commission Expires 9/15/73



The Order of the Court is stated below:

Dated: September 12, 2022
12:06:11 PM

/s/ KENT HOLMBERG
District Court Judge



Gregory S. Moesinger (#10680)
Adam M. Kaas (#13267)
KIRTON MCCONKIE
36 South State Street, Suite 1900
Salt Lake City, UT 84111
Telephone: (801) 328-3600
Facsimile: (801) 321-4893
gmoesinger@kmclaw.com
akaas@kmclaw.com

Attorneys for Plaintiffs

**IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH**

McCULLOUGH, et al.,

Plaintiffs,

vs.

McLELLAND, et al.,

Defendants.

JUDGMENT

Civil No. 160907281

Judge Kent Holmberg

Tier 2

This matter came before the Court for a jury trial, commencing on August 22, 2022. Plaintiffs Craig F. McCullough and Patricia A. McCullough, Trustees of The Patricia A. McCullough Trust, Zachary E. Frankel and Wendy E. Fisher, Barry Seymour Stout and Bonnie F. Stout, Trustees of The Barry and Bonnie Stout Family Living Trust dated June 4, 2008, Val Craig Walker and Kathleen Burton Walker, Trustees of the Val Craig Walker Trust, Kathleen Burton Walker and Val Craig Walker, Trustees of the Kathleen Burton Walker Trust, Robert B. Perkins and Janice E. Perkins, Thomas M. Tuft and Megan Keller-Tuft, Elizabeth Ream Madsen Wood, Trustee of The Elisabeth Ream Trust dated December 16, 1994, Leonard I. Christofferson,

Trustee of The Leonard I. Christofferson Revocable Trust dated June 4, 1991, Donna Runia Dapses and Robert C. Larson and Marilyn S. Larson (collectively the “Plaintiffs”) were represented by attorneys Gregory S. Moesinger and Adam M. Kaas of the law firm of Kirton McConkie. Defendants Michael Sean McLelland and Kerry Dee McLelland, Trustees of The Michael Sean McLelland and Kerry Dee McLelland Trust dated 3-15-2013, Chris Carl Wohlhueter and Veronica Marie Wohlhueter, Jeffrey E. Stoppenhagen (“Stoppenhagen”), and Michael Nordhoff (collectively, the “Defendants”) were represented by attorneys Stewart B. Harman and Carson M. Fuller of the law firm of Plant Christensen & Kannell. (The Plaintiffs and the Defendants are each individually, a “Party” and collectively the “Parties.”)

After two days of trial, on the third day, August 24, 2022, the Parties met through counsel and reached an agreement and stipulation for the entry of a judgment to fully resolve this matter. Counsel for the parties set forth the proposed terms for the judgment to the Court on the record in the afternoon of trial.

The Court, having considered the evidence taken at trial, having heard the oral stipulation of counsel for the Parties, and having considered the pleadings, papers, and prior orders and rulings in this matter, hereby finds, orders, adjudicates, decrees, and enters judgment as follows:

1. Bell Canyon Acres is a subdivision of approximately 114 homes on large lots designed to accommodate the ownership, housing, and riding of horses.
2. Plaintiffs are, or at least were at the time of the filing of the Complaint, property owners in Bell Canyon Acres.
3. Defendants are property owners in Bell Canyon Acres.

4. At the time of their property purchase in Bell Canyon Acres, all purchasers are on notice of the publicly recorded Protective Covenants for Bell Canyon Acres, including phase numbers 1, 2, 3, 4, 5, and 6, which were marked and introduced as Plaintiffs' Exhibits 7 thru 12, respectively, and received into evidence on August 22, 2022 (collectively, the "Protective Covenants"), which are collectively attached hereto as "Exhibit A"; and all purchasers are on notice of the publicly recorded plat maps for Bell Canyon Acres, including phase numbers 1, 2, 3, 4, 5, and 6, which were marked and introduced at trial as Plaintiffs' Exhibits 13 thru 18, respectively, and received into evidence on the same day (collectively, the "Plat Maps"), which are collectively attached hereto as "Exhibit B". The Protective Covenants for the Bell Canyon Acres subdivision as a whole were recorded in the 1970s, before the Parties' purchases of their respective lots. Section D-2 of the Protective Covenants permits an affected property owner to enforce the Protective Covenants through legal proceedings.

5. The properties within the Bell Canyon Acres subdivision, including those of the Plaintiffs (or formerly of some of the Plaintiffs) and the Defendants, are subject to an easement for a bridle path as set forth in the recorded Protective Covenants, including Section B-6, and the recorded Plat Maps (the "Bridle Path Easement"). While separate Protective Covenants documents and the Plat Maps were recorded for each phase of construction of Bell Canyon Acres, the Protective Covenants and Plat Maps, taken together, collectively have established the full extent of the Bridle Path Easement throughout the entire Bell Canyon Acres subdivision. Property subject to the bridle path easement is private property, subject to the Bridle Path Easement.

6. The Bridle Path Easement runs throughout the Bell Canyon subdivision. It burdens each lot with an easement, but also provides the owners of the subdivision's lots with the benefits of an extensive bridle path throughout the entire Bell Canyon Acres subdivision, along with providing vehicular access to the rear portions of lots in the subdivision.

7. Section B-6 of the Protective Covenants establishes the Bridle Path Easement, with the following language:

B-6. EASEMENTS. Easements for installation and maintenance of utilities, drainage facilities and bridle path are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements or to obstruct the free, safe and sanitary use and enjoyment of the bridle path. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.¹

8. The Protective Covenants make clear that the Bridle Path Easement is not just for riding horses. Section B-7 of the Protective Covenants and the Plat Maps clarify that the Bridle Path Easement was also intended to permit Bell Canyon Acres property owners to drive vehicles through the easement to the rear portions of their properties. Specifically, B-7 mandates:

B-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

b. No storage of any articles, materials, equipment or vehicles of any nature is permitted in the front yard portion of any lot except

¹ There may be some minor variation in the language in Section B-6 and other provisions in Protective Covenants 1 thru 6; however, substantively, they are effectively the same.

that regularly used passenger cars and light pick-up trucks can be parked on driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only in garages, carports or on the rear yard areas of each lot.

This provision in B-7 mandates that, if a Bell Canyon Acres property owner has a trailer, truck, camper, boat or other accessory equipment that does not fit in his or her garage or carport, then that owner must store these items in the rear of his or her lot.

9. The Bridle Path Easement provides the only means of vehicular access to the rear portions of many lots in the Bell Canyon Acres subdivision. Without vehicular access by the Bridle Path Easement, such lot owners would not be able to comply with Section B-7 by parking at the rear of their properties such large trailers, trucks, campers, boats or other accessory equipment. Thus, lot owners can only avoid causing a storage nuisance as defined in Part B-7(b) by driving their vehicles through the Bridle Path Easement.

10. Lots in Bell Canyon Acres subdivision are large, about an acre in size with some variation. The subdivision was specifically designed to allow owners to maintain horses on their properties. It is foreseeable that such horse owners would need to use and store vehicles and equipment on their lots in connection with their ownership of horses – such as horse trailers, hay hauling trailers, and similar equipment. The Protective Covenants make plain that the Bridle Path Easement facilitates an equestrian community by both (a) providing a trail for horses, and (b) providing access to the rear of lots for vehicles and equipment associated with the maintenance of horses.

11. The Bridle Path Easement has been in its continuous use since its inception in 1970 for horseback riding, utility access, and Bell Canyon Acres owner access to the rear portions of their property for storage of boats, RVs, and tractors. The Bridle Path Easement has

also been used for delivery of hay and feed for animals (primarily horses), and equipment, veterinary equipment, access, and removal of diseased or dead animals.

12. Use of the Bridle Path Easement to access the back portions of various lots is a part of the private property rights for each individual lot owner in the Bell Canyon Acres subdivision.

13. The Protective Covenants and Plat Maps are enforceable to allow the Plaintiffs, the Defendants, and all property owners in the Bell Canyon Acres subdivision and their guest(s) or invitee(s), including, but not limited to, farriers, hay delivery, veterinarians, emergency vehicles, etc., to have the full benefit of the Bridle Path Easement.

14. The Protective Covenants, including, but not limited to Section B-6, and the Plat Maps are applicable, valid, and enforceable to and against all the lots and property owners in Bell Canyon Acres.

15. The Defendants shall, within thirty (30) days of the entry of this judgment, remove all obstructions from the Bridle Path Easement on their respective lots, consistent with the Protective Covenants and Plat Maps, including, but not limited to, all gates, fences, trees, and personal property. However, based upon the Parties' stipulation, the historical rock on the north side of the McLelland property, Lot 231 of Bell Canyon Acres, is not subject to this judgment, as it has been in place since at least 1978.

16. Moreover, the Plaintiffs are entitled to a permanent injunction against the Defendants, precluding the Defendants from obstructing the Bridle Path Easement in the future. The Defendants are hereby permanently enjoined and prohibited from obstructing the Bridle Path Easement or otherwise violating Section B-6 of the Protective Covenants.

17. The Parties agree that any Party to this action may record this Judgment with the Salt Lake County Recorder's Office and no Party shall oppose or object to the recordation of the same.

18. In the event there is any dispute arising out of this judgment in the future, and the intervention of the Court is sought, the prevailing party shall be entitled to recovery its attorneys' fees and costs.

19. Each Party shall bear its own attorneys' fees and costs in this matter.

THE COURT'S SIGNATURE APPEARS AT THE TOP OF THE FIRST PAGE

-----**END OF ORDER**-----

SO STIPULATED BY THE PARTIES:

KIRTON McCONKIE

By: /s/ Gregory S. Moesinger
Gregory S. Moesinger
Adam M. Kaas
Attorneys for Plaintiffs

PLANT, CHRISTENSEN & KANELL

By: /s/ Stewart B. Harman (signed with permission)
Stewart B. Harman
Carson M. Fuller
Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of August, 2022, a true and correct copy of the foregoing **JUDGMENT** was served on the following by the method indicated below:

Stewart B. Harman
Carson M. Fuller
PLANT, CHRISTENSEN & KANELL
136 East South Temple, Suite
1700
Salt Lake City, UT 84111

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile
- E-filing/E-mail

/s/ Teena Sanders _____

4885-1792-6192

11-17-22

Starr Dowding
10617 S Bay Meadows Dr
Sandy, UT 84092

Quick rough calculation of cost vs profit of boarding 4 horses:

1. Property Tax is about 6.76% of your home value. Low side of home value \$600,000 = \$4056.00
2. Water bill low estimate \$20. a month = \$240 year
3. Dumpster for waste about \$275 a month = \$3300 year
4. Hay \$16.00 a bale. If 4 horses eat 1 bale a day, \$16.00 x 365 = \$5840 year
5. Homeowner policy. Average cost off internet \$800 year
6. Personal Umbrella Liability policy. Average cost \$365 year
7. **Total yearly expense: \$14,600.00 / 12 months = \$1217.00 a month**
8. If you were to have 4 blue garbage cans from the city, I think it would be about \$32 a mo x 12 = \$384 a year. This would be about be about another \$2900 a year off your expenses.
\$2900/12=\$241
9. **Total yearly expense: \$11,300.00 / 12 months = \$942.00 a month**

10. A friend of mine just started boarding her horse in Bluffdale. **Her rent is \$575 a month x12 = \$6900.00 x 4 horses = \$27,600 or income of \$2300.00 a month**

11. **\$2300 – \$1217 = \$1083 a month rough profit.**

12. **\$2300 – \$942 = \$1358 a month rough profit**

13. This doesn't even factor in your time mucking stalls, feeding, or improvements needed such as additional sand or gravel to replace it when it goes in the dumpster or cans with the Horse Shit I mean poop.

Again, this is if you, the homeowner, did not own a horse & wanted to have the thrill of making of boarding 4 horses!

Owning a couple of horses and having a boarder or two is not going to make anyone rich & famous. It sure as hell, I mean heck. beats living across the street in those town homes! OR OUR NEIGHBORHOOD TURNED IN TO THAT!!!



[Home](#) [Blog](#) [21 scenarios that would warrant an umbrella insurance policy](#)

21 scenarios that would warrant an umbrella insurance policy

October 7, 2020



Umbrella insurance is a type of personal liability insurance that can cover claims in excess of your regular homeowners, renters or auto policy coverage. It can protect not just the policyholder, but also members of your family or household, and it can cover injury to others or damage to their possessions. There are many scenarios that would warrant the need for an umbrella insurance policy. We outline a few of them here.

Example #1: Your teenage daughter is babysitting the neighbor's kids and leaves the house for a moment to run to the store. When she returns, one of the children is badly injured and requires surgery. The child's medical bills exceed \$300,000. The parents of the children sue you to cover the medical bills.

Example #2: Your son dislikes his gym class as well as the teacher. He goes on social media and writes some very reproachful comments about the teacher that leave him in a bad light. The teacher sues and is awarded \$500,000.

Example #3: Your 17-year-old child decides to pick up some friends and go "cruising" in your car. He loses control of the vehicle while showing off how fast the minivan can go. Each child is critically injured. Your umbrella policy helps cover the medical bills.

Example #4: You invite friends to your home to celebrate the Fourth of July. You provide all the entertainment, food and refreshments, including alcohol. One friend who is known for drinking too much, does just that, gets in his car and drives home, getting in a terrible car accident that kills one person. The family sues you, and you're found to be liable for serving the friend too much alcohol.

Example #5: Your rental property's deck is rotted and your tenant falls through it, badly injuring his leg and requiring reconstructive surgery. A jury awards the tenant \$750,000 for damages.

Example #6: You host a wedding on your property and rent a bouncy house. The house is not staked down and blows away in the wind with children inside of it. The kids are fine, but you're sued for negligence. The families of the children are awarded \$100,000 each for mental and post-traumatic stress.



Example #7: Your dog gets out and viciously attacks the neighbor's show dog. The dog can no longer show because it has scars and a limp. You're sued for loss of income, and a jury awards the dog owner \$450,000.

Example #8: You're the "cool mom" and agree to buy your kids and their friends alcohol if they promise to stay at the house. One of the friends leaves the house and is killed in an accident. He is found to be intoxicated. The parents of the child sue you for providing him with alcohol. A jury awards \$2 million.

Example #9: You host a summer pool party for your child's birthday at your house. An unsupervised child gets injured while swimming in the pool, and the parents sue for negligence and win.

Example #10: After a bad experience at a local restaurant, you write an inflammatory review online telling others that it's the worst experience you've had. The owner of the restaurant sues for slander and wins.

Example #11: You're responsible for a four-car accident, and your insurance can't cover the replacement of the victims' vehicles or any of their medical bills.

Example #12: Your child gets in a fight at school and breaks another kid's arm. The parents of the injured child sue and are awarded 250,000 plus medical expenses.

Example #13: Someone is walking on the sidewalk on your property and trips on a crack in the concrete. They suffer a concussion and sue for damage.

Example #14: You leave for a weekend vacation and don't cover your pool in the backyard. While you're gone, the neighborhood kids jump your fence and swim in your pool unattended. While swimming, one of them drowns and the parents sue.

Example #15: While vacationing in Mexico, you rent a boat to go out on the water. While boating, you accidentally crash into another boat. Your insurance doesn't extend coverage out of the country, and you are left with a large out-of-pocket-bill.



Example #16: Your child is fascinated with reptiles and brings one of your snakes to school for show and tell. While at school, the snake bites one of the children, and the kid is scarred for life. The parents sue for both physical and mental damage.

Example #17: A tenant in one of your rental properties complains about a faulty furnace. You say you'll fix it, but forget to schedule an appointment with a repairman. The furnace catches fire the next week, destroying the tenant's possessions.

Example #18: You allow your teenager and her friends to drive your golf cart down to the local lake. On the way, she swerves to avoid hitting a squirrel, resulting in a crash that severely injures your child's friend. You are held responsible and are sued by the parents.

Example # 19: You hire a group of contractors to add an extension to your house. While on a ladder, one of the contractors falls and hits his head, resulting in a concussion. He sues, and you must pay the medical expenses.

Example #20: One of your houseguests at a Christmas party falls down your stairs. The guest sues for medical bills plus pain and suffering. The amount exceeds your insurance liability limit.

Example #21: While out on a hunting trip, you mistakenly shoot and kill a camper. The family sues you to cover funeral costs.

There are countless situations that can occur and exhaust the liability limits on your home or auto insurance policy – but the good news is that umbrella insurance policies are relatively inexpensive. Contact one of our agents for your personalized umbrella insurance quote today.

News + Insights

Explore Our Latest News & Insights

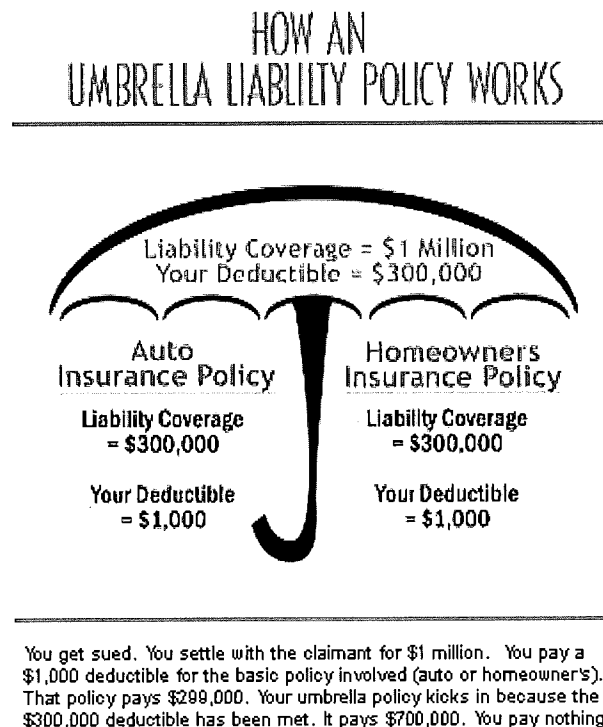


Umbrella Insurance: Examples of Actual Claims

AUGUST 4, 2010 BY [JONATHAN PING](#) 32 COMMENTS

My Money Blog has partnered with CardRatings and Credit-Land for selected credit cards and may receive a commission. All opinions expressed are the author's alone, and has not been provided nor approved by any of the companies mentioned.

Personal umbrella insurance is additional liability insurance, designed to pay out on top of your existing auto and homeowner's/renter's insurance policies. For example, you may only have \$300,000 in liability coverage on your car insurance. If you are hit with a claim of \$1,000,000, you would be on the hook for \$700,000 yourself unless you had an adequate umbrella insurance policy. Here is a diagram explaining this from MSN Money:



This was taken from a previous post of [reasons why I have umbrella insurance](#), which included some examples from news clippings. I won't expand too much further here.

In a recent [Bogleheads post](#), forum member Quasimodo shared an informative CBS Marketwatch article that included several more real-life examples where umbrella insurance coverage kicked in to save the day. Read it for the actual stories, but here are a few example scenarios:

- You are in a car accident with multiple people with serious injuries, and the medical bills are astronomical.
- You are in a car accident on the freeway involving a semi-truck carrying \$750,000 of cargo.
- An acquaintance gets injured at your house.
- You are a chaperone on a field trip and one of the kids hurts themselves.
- You host a party, someone else brings alcohol, and someone underage gets hurt or DUIs.
- Your son or daughter borrows a friend's car, and wrecks the car or injures someone.

The article also presents some good questions to ask about coverage details and possible exclusions, which I will need to follow-up on. Mrs. MMB and I pay about \$300 a year for \$2 million of umbrella insurance covering two cars and a homeowner's policy. We find it a good value for the peace of mind it gives.

You can get a third-part insurer to be the umbrella over differing auto and/or homeowner's insurers, as long as you have the required liability amounts underneath. I wouldn't fall for the argument that if you don't have significant assets – especially as compared to your current liability limits – then you don't need umbrella insurance. If you have \$100,000 and are covered for \$100,000, what if you are found liable for \$200,000? You'd still be completely broke – and how long did it take you to accumulate that in the first place?

Share this:

Common Claims That Utilize Umbrella Insurance

Posted on December 31, 2021 by Daniels Insurance, Inc.

Some people think umbrella insurance is a waste of money. Still, the truth is that it's an important protection for anyone who wants to be safe from liability lawsuits and other undesired events. For example, if you are sued for libel or defamation, your umbrella insurance policy will help cover the costs.



First things first, personal umbrella insurance adds a layer of protection to your home, rental property, boats, and cars. It means you need to have basic insurance to get accepted for personal umbrella insurance. Similarly, an umbrella comes to save you when your basic policy limit is exceeded. It can increase your policy limit up to 5 million dollars.

Primarily it covers your vehicles, watercraft, rental property, drivers, and personal injury. But we will highlight some of the aspects that people don't know.

1-Boat/ Car Accidents

Accidents can happen to anyone at any time, no matter how carefully we drive. Despite the fact that nobody does an accident intentionally, one party is always more accountable for accidents than the other. In such cases, you need additional coverage for yourself and your vehicle that standard policies do not provide. The use of a personal umbrella will

protect you in both scenarios, whether you have to pay for property damages or physical injuries. A personal umbrella will pay for all the medical expenses of injured parties. Moreover, your family members will be covered as well.

2-Your Dog Bites Someone

Dogs are amicable creatures, but sometimes they can get angry or annoyed. If your dog bites somebody, you will be held responsible. You will have to pay the damages and face the legal consequences. Here again, your personal umbrella policy helps you tackle the situation.

3-Injury or Accidents in Your Premises

A Personal Umbrella Policy will cover you in case of any accident or injury on your property, whether your home, rental property or farm. As an example, a child playing in your home could get injured. As well as providing financial support for courts and attorneys, the policy covers damages as well. The land you own or lease will also be covered if it belongs to your family. People who rent their properties are well protected with this layer of protection.

4-Traffic Violation

There are times when we have to drive fast due to an emergency. We may be cited for driving too fast. Protecting your family and drivers with your personal umbrella is also a good idea. Under this policy, your underage drivers are protected from one moving violation, while drivers of normal age are covered by three.

5- Worldwide Coverage

While your primary insurance policy leaves your guard as you leave the USA. But the personal umbrella policy covers you worldwide. Whether an accident happens to the policyholder outside the USA or it happens at his property while he is outside, this policy will come to rescue you. Therefore, PUP is best for people who often have to travel for business purposes.

6-Social Media Opinion

People rarely know you can be sued for publishing a negative review or opinion about any brand or individual online. In such a scenario, your personal umbrella policy protects you. It will bear not only defense cost and attorney fees but the defamation in case you are forced into bankruptcy for defamation of character and wrongfulness.

7- Malicious Prosecution

The Umbrella policy also extends to cases you face due to ill-intentioned litigation, or you are arrested on false charges. Sometimes our evil competitors try to drag us into false cases to divert our attention from the things that matter. You will get all the defense costs, attorney fees, and other financial costs in these cases.

Final Words

Personal umbrella insurance can be a wise investment if you can afford to pay a little more for your coverage. In addition to expanding your existing coverage limits, it also covers areas where standard policies fail. The best part is that you can usually get a large number of umbrellas for a low price. A typical \$1,000,000 umbrella policy with the average home insurance premium for two adult drivers costs just \$150 per year.

About Daniels Insurance, Inc.

At Daniels Insurance, Inc., we have a unique understanding of the risks that businesses like yours face on a regular basis. With the backing of our comprehensive coverages and our dedication to customer service and quick claims resolution, your business will be fully protected. For more information, contact us today at (855) 565-7616.

From: [Mike Wilcox](#)
To: [Fred Sr Lowry](#)
Subject: RE: [EXTERNAL] Bell Canyon
Date: Friday, November 18, 2022 7:59:00 AM

Sorry Fred, I wasn't able to forward this to the PC in time. I needed comment before 4 PM. It will be provided to the City Council for their review and consideration.

Mike Wilcox
Planning Director
10000 S. Centennial Pkwy. | Sandy, UT 84070
o: 801.568.7261 | f: 801.568.7278
mwilcox@sandy.utah.gov

sandy.utah.gov

-----Original Message-----

From: Fred Sr Lowry <fredsrq@icloud.com>
Sent: Thursday, November 17, 2022 6:38 PM
To: Mike Wilcox <mwilcox@sandy.utah.gov>
Subject: [EXTERNAL] Bell Canyon

Mike, sorry that I was unable to attend the meeting. I am in full support of the code amendments presented tonight (I hope that I am not too late with my response.p

Sent from my iPhone

From: [Mike Wilcox](#)
To: [Allyson Taylor](#)
Cc: [Monica Zoltanski](#)
Bcc: [Kimberly Bell](#)
Subject: RE: [EXTERNAL] Bell Canyon Acres Code Amendments
Date: Tuesday, November 22, 2022 4:33:00 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Alison,

Thanks for your email and outlining your concerns regarding the proposed amendments to this area.

The short answer to your inquiry is that this amendment wouldn't help make your situation legal, but also isn't what makes your situation illegal.

As you described your current situation and use of your property, it would be violating **current city code and not be allowed**. Anyone boarding animals on their property is currently in violation. So even if the city takes no action, your current situation would not be permitted. The proposed code amendment legalizes a form of boarding but expressly limits it to **owner occupied homes only**. If this code amendment is adopted by the City Council, you would need to live on the property to have your friends horse staying on your property. To allow for your existing situation, we would have to eliminate the owner-occupied requirement. By removing this restriction, it would open the door to corporate entities or individuals to operate a commercial boarding facility for the horses while renting out the homes. That is not the city's intent with this amendment. Ownership and occupancy of the home are critical in opening this door to horse boarding.



sandy.utah.gov

Mike Wilcox
Planning Director

10000 S. Centennial Pkwy. | Sandy, UT 84070
o: 801.568.7261 | f: 801.568.7278
mwilcox@sandy.utah.gov



-----Original Message-----

From: Allyson Taylor <ataylorw@msn.com>
Sent: Tuesday, November 22, 2022 8:07 AM
To: Mike Wilcox <mwilcox@sandy.utah.gov>
Cc: Monica Zoltanski <mzoltanski@sandy.utah.gov>
Subject: [EXTERNAL] Bell Canyon Acres Code Amendments

Dear Mike,

I am a property owner in Bell Canyon Equestrian Estates. I purchased my property three and a half years ago to have my horse close by and provide her with the care and attention horses need in order to keep them safe for riding. Although I do not occupy the house (I live 8 minutes away and I rent the house to carefully screened applicants), I am at the barn seven days a week for two to four hours each day, feeding, mucking out stalls, maintaining the outdoor paddocks and turn out areas, and then, enjoying a ride on the bridle trail system or in Dimple Dell Park.

I have developed good friendships with my neighbors. I check in on their animals when they leave town, give them hay when they run out, invite them to bring their horses over for farrier or veterinary appointments, and meet up with them to ride in the park. I participate in the annual summer barbecue and the Christmas horse parade, and pay my HOA dues.

I am conscientious of the fact that rental homes are often run down and the landscaping neglected. In order to spare my neighbors from that, the property is professionally landscaped weekly throughout the year. All manure is picked up twice a day and placed in a covered bin which is then hauled away every other week.

Because keeping horses is a time consuming and labor intensive hobby, I am fortunate to have a longtime friend who does half of the daily care and clean up, and does all of it when I leave town. I am happy to have her keep her horse in my barn. Although no money exchanges hands for "boarding", we share the cost of hay, and bedding for the stalls. We have both been forced to leave numerous boarding stables over the last ten years as they have been sold and developed into non agricultural residential areas.

I am very worried about how the new amendment codes will impact me as a non-occupying property owner, and as someone who depends on reliable help to maintain high quality animal care and meticulous property maintenance. Are there any considerations in the works for people like me who will be devastated to all of a sudden find ourselves in violation of Sandy City Codes?

I thank you for your time and service to our city and look forward to receiving your response.

Allyson Taylor
10786 Whirlaway Lane
Bell Canyon Acres

Cell: 801-971-5965

Email - ataylorw@msn.com

From: [Mike Wilcox](#)
To: kerry@fitnessrealty.com
Cc: [James Sorensen](#)
Subject: RE: [EXTERNAL] Planning meeting
Date: Tuesday, November 22, 2022 11:26:00 PM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image001.png](#)
[image009.png](#)
[image010.png](#)

Kerry,

I am happy to help with these questions and the details of the proposed code amendments.

As stated in the meeting and in our staff report, the proposed changes would not create a net increase of potential animal density than the existing zone. Your understanding of the proposed code changes is not accurate. The special use permit is what uses actual area dedicated to keeping animals and does not count the bridle paths. The “by-right” allocations are based on total gross lot area and does not take into account lot utilization. I’m happy to help explain this further.

Bell Canyon Acres Code Amendment

- Keeping of Farm Animals – “By-Right”

- Previous calculations were confusing:

Animal	#	Calculation	Sq. Ft.
Large	4	$(2 \times 10k) + (2 \times 5k) =$	30,000

- No increase of animal density is proposed
- Keeps existing limit of animals to 4 large, 10 medium, & 50 small
- Clarity added for keeping a mix of small, medium, large animals
- Miniature Horses considered a medium farm animal
- Calculation uses gross lot area

Example of Farm Animal Ratio Breakdown	
k = 1000	Gross Lot Square Footage = 30,000 sq ft
Large	$3 \times 7.5k = 22.5k$
Medium	$1 \times 4k = 4k$
Small	$8 \times 0.4k = 3.2k$
Total	$3 \text{ Large } (22.5k) + 1 \text{ Medium } (4k) + 8 \text{ Small } (3.2k) = 29.7k$

Planning Commission



Bell Canyon Acres Code Amendment

- Keeping of Farm Animals – Special Use Permit

- Previous calculations were confusing:

Existing Regs - Special Use Permit*			
Animal	#	Calculation	Sq. Ft.
Large	9	$(2 \times 10k) + (7 \times 5k) =$	55,000
* 25,800 sq. ft. above 10k base = 5 additional			


- No increase of animal density is proposed
- Keeps existing limit of animals to 10 large, 10 medium, & 50 small
- Clarity added for keeping a mix of small, medium, large animals
- This calculation uses **active** Farm Animal Area Set Aside

Example of Farm Animal Ratio Breakdown – Special Use Permit –	
k = 1000	Lot Farm Animal Set Aside Area – 20,000 Sq Ft
Large	$5 \times 3k = 15k$
Medium	$2 \times 2k = 4k$
Small	$5 \times 0.2k = 1k$
Total	5 Large (15k) 2 Medium (4k) 5 Small (1k) = 20k

Planning Commission



Allotment Calculations Comparisons for Bell Canyon Acres

Owner	Location	Existing Regs - By Right				Existing Regs - Special Use Permit*				
Lowry	10958 S. Bay Meadow Cir	Animal	#	Calculation	Sq. Ft.	Animal	#	Calculation	Sq. Ft.	
		Large	4	$(2 \times 10k) + (2 \times 5k) =$	30,000	Large	9	$(2 \times 10k) + (7 \times 5k) =$	55,000	
		Medium	7	$\times 4k =$	28,000	Medium	1	$\times 4k =$	4,000	
		Small	7	$\times 0.4k =$	2,800	Small	5	$\times 0.4k =$	2,000	
						60,800				
							* 25,800 sq. ft. above 10k base = 5 additional Large			
		Proposed Regs - By Right				Proposed Regs - Special Use Permit				
		Animal	#	Calculation	Sq. Ft.	Animal	#	Calculation	Sq. Ft.	
		Large	4	$\times 7.5k =$	30,000	Large	9	$\times 3k =$	27,000	
		Medium	7	$\times 4k =$	28,000	Medium	2	$\times 2k =$	4,000	
		Small	7	$\times 0.4k =$	2,800	Small	5	$\times 0.2k =$	1,000	
						32,000				
Gross Acreage = 61,168										
Farm Animal Area = 35,800										

The city already allows for home occupations across this city, including your neighborhood. The city is not party to your CCR's and does not enforce them. The only people that can enforce CCR's are the ones subject to them. Those are typically enforced through an HOA or by the homeowners themselves.

You correctly pointed out that boarding/kenneling/stables are prohibited uses within all single-family districts nor can they be approved as a home occupation. If this amendment is approved as-is, it would be the only area of the city where a limited horse boarding would be allowed.

Our form of government is not a direct democracy. We have a representative form of government where your elected leaders make the decisions without having a direct vote of the public. In this case, the City Council will make a legislative decision after consideration of public input on the proposal. But we do not take a public vote to make decisions like this.



Mike Wilcox
Planning Director

10000 S. Centennial Pkwy. | Sandy, UT 84070
o: 801.568.7261 | f: 801.568.7278
mwilcox@sandy.utah.gov



From: kerry@fitnessrealty.com <kerry@fitnessrealty.com>
Sent: Friday, November 18, 2022 3:27 PM
To: Mike Wilcox <mwilcox@sandy.utah.gov>; James Sorensen <jsorensen@sandy.utah.gov>
Subject: [EXTERNAL] Planning meeting

Good afternoon Mike and James,
I'm disappointed with the way the commission voted last night and would like to ask a couple of questions.

First of all, it was stated last night that the amendment would not grant the property owners additional animals with this proposal. But that is not accurate. The original SD zone would allow an owner to apply for the special use permit based on a certain size of the usable space per lot (setbacks behind home etc.) NOT including the bridle path. And now to make things easier the calculations will include the entire lot size nothing to do with bridle paths. That would mean a greater number of horses/animals per lot.

Also, liability aside, there has been nothing looked at as far as following the originally designed requirements for any Home Business License statutes for the city. At least I don't see it. Why can a city and people in charge of pushing this proposal be blatantly disregarding the proper procedures that have already been adopted to help protect citizens in the city?
<https://sandy.utah.gov/1592/Home-Occupation-Quick-Tips> This particular information is just in the quick tip section. Open your own code for the 6 page outline to be able to have a home business. There are many reasons this amendment without licensing is not proper.

Let me assure you if I did believe the majority of Bell Canyon Acres was for this then I would support it. However, they are not. Too many neighbors have called me and shared their thoughts against this proposal but are too reluctant to speak out because they don't want a target on their back or backlash. Is there a way you could put a vote out to the neighborhood on your end through a third party? Let's find the accurate numbers that will help everyone see what is best for this community.

And from what I heard last night (I think from Lynn Pace) is that even if the proposal is adopted that in order to enforce on any homeowner it would have to be through a lawsuit from the city to get the property owner to comply. Am I correct with this? So any person violating the code can object to the city's demands and continue their violation until suit begins.

I'll be looking forward to your response.
Thank you.

Kerry McLelland
Fitness Realty
801-694-2010
kerry@fitnessrealty.com



Click my photo to see what your home is worth!

From: Mike Wilcox <mwilcox@sandy.utah.gov>
Sent: Thursday, November 17, 2022 5:14 PM
To: kerry@fitnessrealty.com; James Sorensen <jsorensen@sandy.utah.gov>
Subject: RE: [EXTERNAL] Recent court order for Bell Canyon Acres

Thank you for your comments. They will be forwarded to the Planning Commission member for their review and consideration.



Mike Wilcox
Planning Director

10000 S. Centennial Pkwy. | Sandy, UT 84070
o: 801.568.7261 | f: 801.568.7278
mwilcox@sandy.utah.gov



From: kerry@fitnessrealty.com <kerry@fitnessrealty.com>
Sent: Thursday, November 17, 2022 4:39 PM
To: Mike Wilcox <mwilcox@sandy.utah.gov>; James Sorensen <jsorensen@sandy.utah.gov>
Subject: [EXTERNAL] Recent court order for Bell Canyon Acres

Good afternoon. I thought I'd share this information to you so you're aware of the recent outcome of the litigation of Bell Canyon Acres. I know that other neighbors will be referencing this ruling tonight at the meeting.

Attached is the court order dated September 12, 2022 regarding the properties of Bell Canyon Acres and the rules associated with the community. Per line #14 it states that the Protective Covenants, including, but not limited to B-6, are applicable, valid, and enforceable to and against all lots and property owners in Bell Canyon Acres.

Question many homeowners have...don't the protective covenants take precedent over city law for individual communities that were set up 50+ years ago? Now there is a ruling stating the legality of the rules. The Protective Covenants for this community state in part B that this is Residential Area Covenants. In B-1...no lot shall be used except for residential purposes. In B-6...the easement is for utilities, drainage and enjoyment on the bridle path. B-7...states No noxious or offensive activity shall be carried on upon any lot. B-11...pets, livestock and fowl which are generally associated with estate type living and which are kept only for family use and not for any commercial purpose.

Please let me know if you have any questions.
Thank you.

Kerry McLelland
Fitness Realty
801-694-2010
kerry@fitnessrealty.com



Click my photo to see what your home is worth!



Virus-free www.avast.com

From: [Mike Wilcox](#)
To: [Marci Houseman](#); [Cyndi Sharkey](#)
Cc: [James Sorensen](#); [Brooke D'Sousa](#); [Zach Robinson](#); [Alison Stroud](#); [Ryan Mecham](#); [Scott Earl](#)
Subject: RE: Another Horse Boarding Q
Date: Tuesday, December 6, 2022 10:22:00 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Marci,

In this proposed amendment, there is a new defined term that only applies to this Special Development Zone District, Horse Boarding:

- (2) *Definitions Applicable to this Section.* The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - a. *Horse Boarding means a private stable and related facilities for the keeping of horses located on a single-family lot that is used for the housing, daily care, and maintenance of horses that are not owned by the homeowner or resident.*

This term and use would not apply to other areas of the city. This amendment is focused solely on this Bell Canyon Acres neighborhood and would not apply broadly to the rest of the city. In this zone, the that new land use definition would be uniquely applied as follows:

- (3) *Uses Allowed.* All uses shall be regulated as allowed under section 21-7-2 of the R-1-30A Zoning District, except described in this section and as follows:
 - a. *Horse Boarding.* This use may be permitted as an ancillary use only if the home is owner occupied. The use will not be regulated as a business or a home occupation. This use is not allowed if operated by a commercial entity or property renter. All other kenneling or boarding of any other animal is expressly prohibited.

The city has created code amendments to address various needs, some of which are non-conformities. The city created [a unique zone district for historic sandy](#) to specifically deal with the special circumstances and non-conformities in that area. In the mid 1990's the Council created a pathway for people with non-conforming carports that extended into the required setback to make them legal (see [21-3-3\(a\)\(4\)\(d\)\(5\)](#)). So that's just a couple of examples of where the City has used its legislative authority to deal with non-conforming situations.

The City's [home occupation ordinance](#) does exempt certain business types from licensure by the City (see 21-11-5(d)(19)):

(19)

Exempt from Business Licensure. A business license will not be required unless the combined off-site impact of the home occupation and the primary residential use materially exceeds the impact of the primary residential use alone.

In this instance, the boarding use would not materially exceed the impact of the permitted use of keeping their own animals in this zone.



sandy.utah.gov

Mike Wilcox
Planning Director

10000 S. Centennial Pkwy. | Sandy, UT 84070
o: 801.568.7261 | f: 801.568.7278
mwilcox@sandy.utah.gov



From: Marci Houseman <mhouseman@sandy.utah.gov>
Sent: Monday, December 5, 2022 8:01 PM
To: Mike Wilcox <mwilcox@sandy.utah.gov>; Cyndi Sharkey <csharkey@sandy.utah.gov>
Cc: James Sorensen <jsorensen@sandy.utah.gov>; Brooke D'Sousa <bdsousa@sandy.utah.gov>; Zach Robinson <zrobinson@sandy.utah.gov>; Alison Stroud <astroud@sandy.utah.gov>; Ryan Mecham <rmecham@sandy.utah.gov>; Scott Earl <searl@sandy.utah.gov>
Subject: Re: Another Horse Boarding Q

Thank you Mike. So will we also be considering a code definition change since our kennel code specifically lists commercial gain? It seems to me that we are potentially jumping through a lot of hoops to make nonconforming conforming. Do we have case studies elsewhere in the city? Where else have we changed code to make nonconforming conforming? Where have we allowed for commercial use of property without requiring a business license?

Marci Houseman
Sandy City Council, At-Large

mhouseman@sandy.utah.gov

801-449-0246

Follow me on Twitter: @marcihouseman

Read my blog: leadlikelincoln.blogspot.com

"We become what we want to be by consistently being what we want to become every day." --
Richard G. Scott

From: Mike Wilcox <mwilcox@sandy.utah.gov>
Sent: Monday, December 5, 2022 2:59:58 PM
To: Cyndi Sharkey <csharkey@sandy.utah.gov>
Cc: James Sorensen <jsorensen@sandy.utah.gov>; Brooke D'Sousa <bdsousa@sandy.utah.gov>; Marci Houseman <mhouseman@sandy.utah.gov>; Zach Robinson <zrobinson@sandy.utah.gov>; Alison Stroud <astroud@sandy.utah.gov>; Ryan Mecham <rmecham@sandy.utah.gov>; Scott Earl <searl@sandy.utah.gov>
Subject: RE: Another Horse Boarding Q

Cyndi,

In our existing City Code, horse boarding would fall under our code definition of [Animal Kennel](#). The boarding of any animals falls under this definition, and we do not limit it only to dogs.

(23) *Animal kennel, commercial*, means an establishment boarding, breeding, raising, treating, or training small, medium, or large farm animals or household pets for commercial gain.

In our current code, this use is not permitted as a [home occupation](#) (see 21-11-5(g)(5)). We do allow this use in commercial locations (see [the land use matrix](#)).

We have done cursory research into neighboring cities regarding horse boarding. We have found none that officially allow it as a residential use or home occupation. I did have a discussion with South Jordan. They refer to it as animal husbandry under agriculture. Keeping of animals is allowed in certain areas. I asked about enforcement of their code. They just count the animals and do not verify who owns the animals.

In essence, that is what we intend to do in the Bell Canyon Acres area. In the current proposal, these would be considered incidental uses to the primary use of the lot. This use would be expressly permitted but only for homeowner occupied. These would not be full blown commercial operations (no signage, riding lessons, classes, events, clinics, etc.). The activity is limited to the definition listed in the proposed amendment. They could not obtain a business license. Commercial entities can't buy up properties with the intent to operate a commercial kennel within this neighborhood. The use would essentially function as though they are housing their own animals with negligible increased land use impact with no net increase of allowed animals or structures on the property.



Mike Wilcox
Planning Director

10000 S. Centennial Pkwy. | Sandy, UT 84070
o: 801.568.7261 | f: 801.568.7278
mwilcox@sandy.utah.gov



From: Cyndi Sharkey <csharkey@sandy.utah.gov>
Sent: Thursday, December 1, 2022 11:27 AM
To: Mike Wilcox <mwilcox@sandy.utah.gov>
Cc: James Sorensen <jsorensen@sandy.utah.gov>
Subject: Another Horse Boarding Q

Mike,

I met with Bonnie Stout last night. She's a resident in BCA. She reference a previous meeting with you where there was discussion about other cities that allow horse boarding. She said there weren't many. Do you still have that info handy? It would be helpful.

BTW, I was searching to see if Draper allows horse boarding. It didn't look that way. But I landed on a couple of ordinances regarding the keeping of animals. They specifically define kennel use as pertaining to the keeping of dogs. I think that's the definition we would all be inclined to use. I'm not sure any of us would associate kennels with horses?

Cyndi

From: [Mike Wilcox](#)
To: [Brooke D'Sousa](#)
Cc: [James Sorensen](#)
Subject: RE: Bell Canyon Acres Amendment Question
Date: Monday, November 28, 2022 1:38:00 PM
Attachments: [image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image014.png](#)
[image015.png](#)
[image016.png](#)
[image017.png](#)
[image018.png](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)

Brooke,

The maximum number of horses allowed “by-right” on any lot in this area is **four** (see Sec. 21-19-34(6)(a)(f)). They can seek a **special use permit to have up to 10 horses** (note that his right already exists and is not being expanded with the proposed changes). In order to qualify for this maximum, they would need to have over 30,000 sq ft of farm animal area that is actively used for the keeping of animals. That area requirement doesn’t allow the bridle paths to be counted towards the farm animal area set aside (see Sec. 21-19-34(5)). Typically, lots in this subdivision have less than half of their gross lot area in farm animal area set aside (the typical lot has about 30,000 sq ft of gross lot area). We don’t have every lot analyzed in this area, but only a few will meet that high of a bar.

I’ll share some examples in City Council, but I’ve included some explanatory slides below that hopefully will help.

Bell Canyon Acres Code Amendment

- Keeping of Farm Animals – “By-Right”
 - Previous calculations were confusing:

Animal	#	Calculation	Sq. Ft.
Large	4	$(2 \times 10k) + (2 \times 5k) =$	30,000
 - No increase of animal density is proposed
 - Keeps existing limit of animals to 4 large, 10 medium, & 50 small
 - Clarity added for keeping a mix of small, medium, large animals
 - Miniature Horses considered a medium farm animal
 - Calculation uses gross lot area

Example of Farm Animal Ratio Breakdown	
k = 1000	Gross Lot Square Footage = 30,000 sq ft
Large	$3 \times 7.5k = 22.5k$
Medium	$1 \times 4k = 4k$
Small	$8 \times 0.4k = 3.2k$
Total	$3 \text{ Large } (22.5k) + 1 \text{ Medium } (4k) + 8 \text{ Small } (3.2k) = 29.7k$

Planning Commission

Bell Canyon Acres Code Amendment

• Keeping of Farm Animals – Special Use Permit

- Previous calculations were confusing:

Existing Regs - Special Use Permit*			
Animal	#	Calculation	Sq. Ft.
Large	9	$(2 \times 10k) + (7 \times 5k) =$	55,000
* 25,800 sq. ft. above 10k base = 5 additional			

- No increase of animal density is proposed
- Keeps existing limit of animals to 10 large, 10 medium, & 50 small
- Clarity added for keeping a mix of small, medium, large animals
- This calculation uses **active** Farm Animal Area Set Aside

Example of Farm Animal Ratio Breakdown – Special Use Permit –	
k = 1000	Lot Farm Animal Set Aside Area – 20,000 Sq Ft
Large	5 x 3k = 15k
Medium	2 x 2k = 4k
Small	5 x 0.2k = 1k
Total	5 Large (15k) 2 Medium (4k) 5 Small (1k) = 20k

Planning Commission



Allotment Calculations Comparisons for Bell Canyon Acres

Owner	Location	Existing Regs - By Right				Existing Regs - Special Use Permit*					
Lowry	10958 S. Bay Meadow Cir	Animal	#	Calculation	Sq. Ft.	Animal	#	Calculation	Sq. Ft.		
		Large	4	$(2 \times 10k) + (2 \times 5k) =$	30,000	Large	9	$(2 \times 10k) + (7 \times 5k) =$	55,000		
		Medium	7	x 4k =	28,000	Medium	1	x 4k =	4,000		
		Small	7	x 0.4k =	2,800	Small	5	x 0.4k =	2,000		
							61,000				
							* 25,800 sq. ft. above 10k base = 5 additional Large				
				Proposed Regs - By Right				Proposed Regs - Special Use Permit			
				Animal	#	Calculation	Sq. Ft.	Animal	#	Calculation	Sq. Ft.
				Large	4	x 7.5k =	30,000	Large	9	x 3k =	27,000
				Medium	7	x 4k =	28,000	Medium	2	x 2k =	4,000
				Small	7	x 0.4k =	2,800	Small	5	x 0.2k =	1,000
					60,800						
					32,000						
Gross Acreage = 61,168											
Farm Animal Area = 35,800											



Mike Wilcox
Planning Director

10000 S. Centennial Pkwy. | Sandy, UT 84070
o: 801.568.7261 | f: 801.568.7278
mwilcox@sandy.utah.gov



Sent: Monday, November 28, 2022 9:49 AM
To: Mike Wilcox <mwilcox@sandy.utah.gov>
Subject: Bell Canyon Acres Amendment Question

Hi Mike,

I had a constituent reach out to me regarding the proposed BCA ordinance amendment asking under what conditions would someone be allowed 10 large animals. After reading it myself, it looks like it's a calculation based on lot size and animal set-aside area, and possibly a special use permit would be needed. Can you clarify this for me? Also, do you have an idea of how many properties would qualify for 10 animals based on current conditions and the calculation proposed?

Thanks,



Brooke D'Sousa
Council Member | At-large

10000 S. Centennial Pkwy. | Sandy, UT 84070
o: 801.568.7141 c: 801.410.0366
bdsousa@sandy.utah.gov



-
[City Council Agendas](#)

From: [Mike Wilcox](#)
To: [Cyndi Sharkey](#); [James Sorensen](#)
Subject: RE: Horse boarding
Date: Tuesday, November 22, 2022 12:48:00 PM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

Cyndi,

To my knowledge, boarding has never been a legal use in this area (or any other residential zone) but has been a customary practice for decades within this neighborhood as an incidental use.



Mike Wilcox
Planning Director

10000 S. Centennial Pkwy. | Sandy, UT 84070
 o: 801.568.7261 | f: 801.568.7278
mwilcox@sandy.utah.gov



From: Cyndi Sharkey <csharkey@sandy.utah.gov>
Sent: Tuesday, November 22, 2022 11:38 AM
To: Mike Wilcox <mwilcox@sandy.utah.gov>; James Sorensen <jsorensen@sandy.utah.gov>
Subject: Re: Horse boarding

Follow-up question. Has horse boarding ever been legal, as far as you know, in Bell Canyon Acres and/or in Sandy City? We can refer to recent history if you have no confidence about going back 100 years in time.

Cyndi

From: Cyndi Sharkey <csharkey@sandy.utah.gov>
Sent: Monday, November 21, 2022 2:44 PM
To: Mike Wilcox <mwilcox@sandy.utah.gov>; James Sorensen <jsorensen@sandy.utah.gov>
Subject: Re: Horse boarding

Thank you Mike. I spent some time on Municode this morning. I wasn't sure I found all the appropriate references, and sure enough, you proved that! Thank you for the thorough explanation.

Cyndi

From: Mike Wilcox <mwilcox@sandy.utah.gov>
Sent: Monday, November 21, 2022 2:06 PM
To: Cyndi Sharkey <csharkey@sandy.utah.gov>; James Sorensen <jsorensen@sandy.utah.gov>
Subject: RE: Horse boarding

Cyndi,

Boarding would currently be defined as an [Animal Kennel](#).

Animal kennel, commercial, means an establishment boarding, breeding, raising, treating, or training small, medium, or large farm animals or household pets for commercial gain.

In commercial zones, an animal kennel would be [permitted in the following zones](#):

Land Use Category	CBD	CBD-P	CBD-D	CBD-A&C	CR-PJD	RC	BC	CC	CN	CVC	CN(H5N)	HBD	LC	PD	ID
Animal kennel, commercial	C	N	N	N	C	C	C	P/C	P/C	N	N	N	C	N	P/C

An animal kennel is not permitted in any other residential zone. Under this proposed code change, a new definition is proposed specific to horse boarding and would only be allowed in this SD zone area.

Mike Wilcox
Planning Director



10000 S. Centennial Pkwy. | Sandy, UT 84070
o: 801.568.7261 | f: 801.568.7278
mwilcox@sandy.utah.gov



From: Cyndi Sharkey <csharkey@sandy.utah.gov>
Sent: Monday, November 21, 2022 11:39 AM
To: Mike Wilcox <mwilcox@sandy.utah.gov>; James Sorensen <jsorensen@sandy.utah.gov>
Subject: Horse boarding

Hi Guys,,

Simple foundational question: is horse boarding currently a permitted use in any residential zone in Sandy City? Is it allowed in any non-residential zones in Sandy City?

Cyndi