



**RIVERDALE CITY PLANNING COMMISSION AGENDA  
CIVIC CENTER - 4600 S. WEBER RIVER DR.  
TUESDAY – MARCH 24, 2015**

**6:00 p.m. – Work Session (City Council Conference Room)**

The purpose of the work session is to review maps, plans, paperwork, etc. No motions or decisions will be considered during this session, which is open to the public.

**Planning Commission Work Session Items**

- No Planning Commission Training

**6:30 p.m. – Planning Commission Meeting (Council Chambers)**

**A. Welcome & Roll Call**

**B. Open Communications**

(This is an opportunity to address the Planning Commission regarding your concerns or ideas. Please try to limit your comments to three minutes.)

**C. Presentations and Reports**

Community Development Report

**D. Consent Items**

1. Consideration of meeting minutes from:  
February 24, 2015 Work Session  
February 24, 2015 Planning Commission

**E. Action Items**

1. a. Consideration of preliminary approval of a subdivision request  
The Crossing at Mitchell Farms at address 785 W. 4450 S.  
  
b. Discussion of PRUD requirements for a subdivision request The Crossing  
at Mitchell Farms at address 785 W. 4450 S. and consideration of setting a  
public hearing for April 14, 2015  
*Presenter: Michael Eggett, Community Development Director*

**F. Discretionary Items**

**G. Adjournment**

- The public is invited to attend all Planning Commission meetings.
- In compliance with the Americans with Disabilities Act, persons in need of special accommodation should contact the City Recorder at 394-5541 x 1232.
- This agenda has been properly posted and a copy provided to local news media.

**RIVERDALE CITY  
PLANNING COMMISSION AGENDA  
March 24, 2015**

**AGENDA ITEM: C1**

**SUBJECT:** Community Development Projects Status Report

**ACTION REQUESTED BY PETITIONER:** Information only.

**INFORMATION:** Opportunity for the Community Development Director to present any updates or information on follow-up issues to the Planning Commission.

[Community Development Report](#)

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## **COMMUNITY DEVELOPMENT PROJECTS STATUS REPORT**

*March 13, 2015*

### **NEW & ONGOING DEVELOPMENTS**



Golden Spike Harley-Davidson has relocated to their new location at 5152 South 1500 West.



Bravo Arts Academy and Daycare has started construction of their new facility located at 5165 South 1500 West.



Work is nearing completion of the new addition and remodel of the Riverdale Fire Station.



**RIVERDALE CITY  
PLANNING COMMISSION AGENDA  
March 24, 2015**

**AGENDA ITEM: D**

**SUBJECT:** Consideration of meeting minutes from:  
February 24, 2015 Work Session  
February 24, 2015 Planning Commission

**PETITIONER:** City Recorder

**ACTION REQUESTED BY PETITIONER:** Approve minutes

**INFORMATION:** See attached minutes as follows:

[February 24, 2015 Work Session](#)

[February 24, 2015 Planning Commission](#)

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Minutes of the **Work Session** of the **Riverdale City Planning Commission** held Tuesday, **February 24, 2015** at 6:03 p.m. at the Riverdale Civic Center, 4600 South Weber River Drive.

Members Present: Steve Hilton, Commissioner  
Kathy Eskelsen, Commissioner  
Michael Roubinet, Commissioner  
Blair Jones, Chairman  
David Gailey, Commissioner

Members Excused: Lori Fleming, Commissioner  
Cody Hansen, Commissioner

Others Present: Michael Eggett, Community Development Director; Ember Herrick, City Recorder and two members of the public Weston Saunders and Jared Johnson.

Chairman Jones welcomed the Planning Commission members to the work session stating for the record that all were in attendance except for Commissioners Fleming and Hansen, who are excused. Chairman Jones asked for any changes or corrections to the previous meeting minutes and none were noted. Community Development Director Michael Eggett gave a brief update on the Community Development Report informing the Planning Commission that Bravo Arts Academy is currently framing the second floor of their new school and the new Harley-Davidson dealership plans to open in mid-March. He said the Riverdale Fire Station remodel project is nearly complete and phase two of the Riverdale Business Park is scheduled to begin this spring. According to Mr. Eggett, a new business is moving into the old Macy's building and the business recently requested a sign permit but is waiting to make a public announcement they are coming to Riverdale. Chairman Jones asked who the second tenant in the other half of the Macy's building will be and Mr. Eggett said he doesn't believe a second tenant has been secured at this time. Chairman Jones asked if the Harley-Davidson dealership will have a grand opening at their new location and Mr. Eggett said it is likely that they will.

Chairman Jones said the only action item on the agenda is a public hearing to amend Riverdale's electronic sign ordinance. Mr. Eggett reviewed the latest proposed amendments to RCC 10-16-7 and 10 and noted minor clerical modifications since the previous Planning Commission meeting discussion. He said City Attorney Steve Brooks requested one language change included in the draft for the public hearing and Mr. Eggett explained how violations of the electronic sign ordinance will be regulated under Riverdale's nuisance ordinance. He asked for any comments or questions and none were noted.

Chairman Jones asked for any discretionary items and none were noted.

Mr. Eggett said the training document entitled *Wasatch Choice for 2040 Vision 2011-2040 Regional Transportation Plan* was published by the Wasatch Front Regional Council (WFRC). According to Mr. Eggett, WFRC oversees transportation issues and secures federal funds so that cities and counties can present transportation projects to the body for funding assistance. He said continued residential growth is anticipated and in 2005 WFRC adopted nine growth principles: to maintain infrastructure, provide transportation choices, integrate land use with transportation systems, provide housing for all income levels, ensure health and safety, enhance the regional economy, promote regional collaboration, strengthen the public's sense of community and protect the environment. Mr. Eggett discussed WFRC's map of Riverdale and said federal funding helped complete the latest phase of the city's Riverdale Road expansion project. He talked about WFRC's Clear the Air initiative and UTA's use of more rapid bus transit instead of investing in more mass transit projects like light rail to link commuters between Riverdale, Roy, Ogden and South Ogden. Chairman Jones asked about rapid transit and Mr. Eggett said it involves striping dedicated bus only lanes and buses making fewer stops only at major hubs to improve commute times for bus users. Mr. Eggett said he has contacts within WFRC and he encouraged members of the Planning Commission to communicate their road development or transit suggestions to him so that he can pass them along. Chairman Jones asked about a proposed bike and pedestrian walkway up 4400 South under I-84 and over I-15 and Mr. Eggett said the project has the support of city leaders in Roy and Ogden and will be funded with WFRC and matching Riverdale City funds. There were no additional comments or questions about the training document.

There being no further business, the Planning Commission adjourned at 6:18 p.m.

Approved: March 24, 2015

Attest:

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Blair Jones, Chairman

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Ember Herrick, City Recorder



Minutes of the **Regular Meeting** of the **Riverdale City Planning Commission** held Tuesday, **February 24, 2015 at 6:30 p.m.** at the Riverdale Civic Center, 4600 South Weber River Drive.

Members Present: Steve Hilton, Commissioner  
Kathy Eskelsen, Commissioner  
Michael Roubinet, Commissioner  
Blair Jones, Chairman  
David Gailey, Commissioner

Members Excused: Lori Fleming, Commissioner  
Cody Hansen, Commissioner

Others Present: Michael Eggett, Community Development Director; Ember Herrick, City Recorder and three members of the public Traci Johanson, Weston Saunders and Jared Johnson.

**A. Welcome & Roll Call**

Chairman Jones welcomed everyone to the meeting and stated for the record all members of the Planning Commission are present except for Commissioners Fleming and Hansen who are excused.

**B. Open Communications**

Chairman Jones asked for any open communications and there were none.

**C. Presentations and Reports**

Community Development Director Michael Eggett said there are no new updates to the Community Development Report not discussed in the work session. He said additional projects will be updated to the report as announcements can be made public. Mr. Eggett asked for any questions and none were noted.

**D. Consent Items**

- 1. Consideration of meeting minutes from:  
January 27, 2014 Work Session  
January 27, 2014 Planning Commission**

Chairman Jones asked for any changes or corrections to the previous meeting minutes and none were noted.

**Motion:** Commissioner Eskelsen moved to approve the consent items. Commissioner Gailey seconded the motion.

There was no discussion on the motion.

**Call the Question:** The motion passed unanimously.

## **E. Action Items**

### **1. Public hearing to receive and consider public comment on proposed amendments to Riverdale City Code 10-16-7 and 10 Sign/Zone Regulations**

Chairman Jones said the only action item on tonight's agenda is a public hearing to discuss proposed amendments to Riverdale's electronic sign ordinance. Mr. Eggett reviewed some minor modifications to RCC 10-16-7 and 10 included in the latest draft of the ordinance in the packet incorporating in recommendations from members of the Planning Commission following a discussion at the January 27, 2015 and Riverdale City Attorney Steve Brooks. Mr. Eggett recommended one additional minor wording change so that all definitions of electronic signs are consistent throughout RCC 10-16-7 and 10. Commissioner Gailey asked if the changes are written down and Mr. Eggett said he noticed them just prior to tonight's meeting. He said if there is consensus from the Planning Commission they could note it in their motion and he will make the changes and submit a clean copy to the city recorder prior to the Council's consideration at their next meeting on March 3, 2015.

Mr. Eggett said tonight's public hearing was properly noticed in accordance with state law, including notifications being sent to all interested sign companies with billboard signs in Riverdale. Chairman Jones opened the public hearing and no public comments were received.

**Motion:** Commissioner Hilton moved to close the public hearing. Commissioner Roubinet seconded the motion.

There was no discussion on the motion.

**Call the Question:** The motion passed unanimously.

Mr. Eggett said representatives from Yesco and Saunders Outdoor Advertising had approached him prior to tonight's public hearing with a request to consider amending the proposed 200 foot distance between an electronic billboard and a residence to be 150 feet or to more clearly define "oriented toward". According to Mr. Eggett, one Saunders sign on I-15 facing Northeast could be prevented from converting to a digital sign with the 200 foot requirement. He said he discussed this with Mr. Brooks and there was no will to draft a hard legal definition of sign orientation at this time. Mr. Eggett said in his opinion the billboard does not appear to be oriented towards the adjacent Roy homes. Commissioner Hilton said he would like to see the 200 foot requirement left in place because it is in the best interest of the public to create a barrier between homes and electronic signs. He said if Saunders wishes to convert the billboard to an electronic sign in the future they can petition the Planning Commission at that time. Chairman Jones said each sign request is subject to Planning Commission review and consideration. There were no additional comments or questions.

**Motion:** Commissioner Hilton moved to forward a favorable recommendation to the City Council to adopt the proposed changes to Riverdale's billboard ordinance regarding conversion of traditional billboards to electronic messaging billboards with changes suggested by Mr. Eggett. Commissioner Gailey seconded the motion.

There was no discussion on the motion.

**Call the Question:** The motion passed unanimously.

**F. Discretionary Items**

Chairman Jones asked for any discretionary items and Commissioner Gailey asked about heavy equipment removing trees on city property at approximate address 3400 South Parker Drive and Mr. Eggett said the City Council authorized Riverdale’s Public Works Department to remove some hazards and debris. He said the out building will be removed this fall and the future development of this property will be discussed at the upcoming Strategic Planning Meeting on February 28, 2015. Chairman Jones asked Mr. Eggett to communicate to the Riverdale Police Department that he has witnessed many motorists running red lights lately, especially at the intersection of 900 West and Riverdale Road and Mr. Eggett said he will pass this information on to Riverdale’s Police Chief Dave Hansen.

**G. Adjournment**

**Motion:** There being no further business to come before the Planning Commission, Commissioner Gailey moved to adjourn the meeting. Commissioner Eskelsen seconded the motion. The motion passed unanimously. The meeting adjourned at 6:42 p.m.

Approved: March 24, 2015

Attest:

\_\_\_\_\_  
Blair Jones, Chairman

\_\_\_\_\_  
Ember Herrick, City Recorder

**RIVERDALE CITY  
PLANNING COMMISSION AGENDA  
March 24, 2015**

**AGENDA ITEM: E1**

- SUBJECT:**
1. a. Consideration of preliminary approval of a subdivision request  
The Crossing at Mitchell Farms at address 785 W. 4450 S.
  - b. Discussion of PRUD requirements for a subdivision request The Crossing at Mitchell Farms at address 785 W. 4450 S. and consideration of setting a public hearing for April 14, 2015

**PETITIONER:** Forest Creek Construction, LLC Represented by Hugh Parke and/or Lorri Thurgood

**INFORMATION:**

1. Exec Summ Prelim Mitchell Farms
2. Mitchell Farms Prelim Subdiv PC Review
3. Dept Staff Reports – Mitchell Farms
4. (Engineer) Review letter – 3-16-2015
5. 5' waterway
6. Hooded box
7. Mitchell Farms – App Res Sub
8. Mitchell Farms Prelim Dwg
9. PC Exec Summ – CUP for PRUD overlay
10. Mitchell Farms PRUD Cond Use Review
11. Mitchell Farms – PRUD Dev App
12. The Crossing at Mitchell Farms – PRUD Statements
13. Mitchell Farms – Proposed Annual Proforma
14. Mitchell Farms – Double Garage Plans
15. Mitchell Farms – Triple Garage Plans
16. Mitchell Farms Draft CCR's

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## Planning Commission Executive Summary

For the Commission meeting on: 03-24-2015

Petitioner: Forest Creek Construction, LLC;  
Represented by Hugh Parke and/or Lorri Thurgood

### Summary of Proposed Action

Forest Creek Construction, LLC have applied for a Residential Subdivision Site Plan review and approval The Crossing at Mitchell Farms development, a proposed Planned Residential Unit Development (PRUD) subdivision located at approximately 785 West 4450 South in a Residential R-2 zone. The proposed subdivision site plan is before the Planning Commission at this time for preliminary review and approval. A public hearing will be required to consider this proposal as a conditional use overlay for the PRUD element of this plan. The discussion of the PRUD information will follow the preliminary review of the proposed site plan. Following the presentation and discussion of the preliminary site plan proposal, the Planning Commission may make a motion for preliminary approval, preliminary approval with additional requirements, or no support for preliminary approval of the proposed The Crossing at Mitchell Farms PRUD site plan.

### Title 10 Ordinance Guidelines (Code Reference)

This PRUD Development/Residential Subdivision Site Plan review is regulated under City Code 10-21 "Subdivisions", 10-22 "Planned Residential Unit Development", and is affected by City Codes 10-9C "Single Family and Single-Family with Rental Unit Residential Zone (R-2)", 10-14 "Regulations Applicable to All Zones", 10-15 "Parking, Loading Space; Vehicle Traffic and Access" and 10-19 "Conditional Uses" (as it relates to the PRUD overlay application; refer to following agenda item, executive summary, and supporting documentation).

The petitioner's properties are currently listed in the County Records under the ownership of the Mitchell Family Trust. These properties are undeveloped and have been maintained as agricultural properties or otherwise unused land for many years. Recently, the City approved the rezoning of a portion of this property from Regional Commercial C-3 to the Single-Family Residential (R-2) zone. At this time, the Mitchell Family is planning to finalize the selling of their property to Forest Creek Construction, LLC if the proposed PRUD development becomes approved by City leadership in the future.

Attached with this executive summary is a supplementary document addressing items on the Preliminary Site Plan application and as directed by 10-21 of the City Code. Also attached, following this executive summary, are comments from the contracted City Engineer, Public Works Department, Fire Department, and Police Department. The Planning Commission should discuss these summaries and any concerns raised by staff.

Please note that the City Engineer's report addresses fire hydrant placement within the development; this has been addressed with the Fire Chief's comments and these comments have been shared with the City Engineer. Also, the City Engineer's report comments on the cul-de-sac width being 55 feet minimum; the City Code actual clarifies in 10-21-9 that "cul-de-sacs (dead end streets) or loop streets serving not more than ten (10) lots may have minimum widths of not less than fifty feet (50)". This section of the City Code has been discussed with the Engineer and City Staff and, per the conversations, the minimum cul-de-sac width for the proposed development may remain at 50 feet as currently designed.

Staff encourages the Planning Commission to review this matter, including concerns outlined herein, and then discuss with the petitioner any outstanding concerns associated with this application. Staff would then recommend that the Planning Commission make a motion for preliminary approval, preliminary approval with additional requirements, or no support for preliminary approval of the proposed The Crossing at Mitchell Farms PRUD site plan.

**General Plan Guidance (Section Reference)**

The General Plan use for this area is currently set as "Mixed Use - Transitional" and "Residential - Low Density" and this proposed project complies with these land uses.

**Legal Comments - City Attorney**

\_\_\_\_\_  
Steve Brooks, Attorney

**Administrative Comments - City Administrator**

\_\_\_\_\_  
Rodger Worthen, City  
Administrator



## Preliminary Subdivision/Site Plan Review – The Crossing at Mitchell Farms PRUD Subdivision Approximately 785 West 4450 South

Completed by Mike Eggett, Community Dev. Director on 3/17/2015

**Recommendation:** City staff recommends that the Planning Commission examine and review items associated with this preliminary subdivision review and make a motion to approve the preliminary subdivision plans or not approve with appropriate findings. Items of consideration or note have been highlighted in yellow for potential discussion purposes. Should this preliminary subdivision plan receive an approval from the Planning Commission, a final subdivision review of this plan would be anticipated to be set for the next Planning Commission meeting. Please note that this is a PRUD plan and the PRUD will need to be approved as a conditional use overlay for this project area.

Date Plan Submitted to City: <small>(Must be at least two weeks prior to Planning Commission meeting)</small>	February 10, 2015
Date Application Submitted to City:	February 10, 2015
Date Fee Paid:	Paid on February 10, 2015 (see receipt for detail)
<b>Subdivision/Site Plan – Preliminary Requirements</b>	<b>Departmental Review Comments</b>
<i>COVER SHEET (No true cover sheet, refer to plat sheet)</i>	
<u>Title Block</u>	
Project name and address	The Crossing at Mitchell Farms P.U.D., 785 West 4450 South, Riverdale, Utah
Owner’s name, address, and phone number	Forest Creek Construction; 1274 W Jack D Drive #3, Layton, Utah 84041; 801-564-0960
Developer’s name, address, and phone number	Forest Creek Construction; 1274 W Jack D Drive #3, Layton, Utah 84041; 801-564-0960
Approving agency’s name and address: Questar, CenturyLink, Rocky Mountain Power	Signature box identified as “utility approval” with agencies shown
Consulting Engineer’s name, address, and phone number	Hill & Argyle, Inc.; 181 North 200 West, Suite #4, Bountiful, Utah 84010; 801-298-2236
Licensed Land Surveyor’s name, address, phone number, signature, and seal	Hill & Argyle, Inc.; 181 North 200 West, Suite #4, Bountiful, Utah 84010; 801-298-2236; signature and seal not shown at this point, anticipated

Date	Yes – January 19, 2015
Revision block with date and initials	Revision block shown with date and initial location
Sheet number and total sheets	Shown
<u>General</u>	
Street names	Yes, shown on drawing
Layouts of lots with lot numbers with U.S.P.O. approved addresses	Yes, Lots 1 to 10 shown and PRUD open space parcels identified with addresses
Adjacent tract ownership and tax identification numbers	Yes, shown on drawing
Scale (minimum 1"=50' to 1"=10')	Yes, scale is showing within allowed range
North arrow	Yes
Existing easements, structures, and utility lines: Approval to cross, use, or relocate	None shown on drawing; <u>inquire to verify if any of these exist and need to be crossed, used or relocated for the development</u>
Space for notes (3" x 3")	Yes, adequate space available
5' contours	Yes, contour lines shown
Public areas	Sidewalks, right-of-way, curbing, and park strips along roads shown and open space areas identified
<u>Vicinity Map</u>	
Street names	Yes, shown
Site location	Yes, shown
North arrow	Yes, shown
Scale	Not shown on vicinity map, other than note that says "N.T.S." (not to scale)
<i>PLAT SHEET</i>	
<u>Title Block</u>	
Project name and address	The Crossing at Mitchell Farms P.U.D., 785 West 4450 South, Riverdale, Utah
Approving agency's name and address: Questar, CenturyLink, Rocky Mountain Power	Signature box identified as "utility approval" with agencies shown
Consulting Engineer's name, address, and phone number	Hill & Argyle, Inc.; 181 North 200 West, Suite #4, Bountiful, Utah 84010; 801-298-2236
Consulting Engineer's stamp, signature, and license expiration date	Yes shown on pages 2 and 3, surveyor signature and stamp anticipated
Date	Yes – January 19, 2015

Names of approving agents with titles, stamps, signatures, and license expiration dates	“Utility approval” box shown; name of approving agents, titles, stamps, signatures, and expiration dates not shown
Names of approving departments (Attorney, City Engineer, Planning Commission, Mayor, Recorder)	Signature lines for approving departments not currently shown
<u>Layout</u>	
Street Names	Yes, shown on drawing
Layouts of lots with lot numbers	Yes, Lots 1 to 10 shown and PRUD open space parcels identified
Bearings and distances for all property lines and section ties	Yes, shown
Boundary and legal description	Yes, shown
Adjacent tract ownership and tax identification numbers	Yes, shown on drawing
Scale (minimum 1”=50’)	Yes, scale is showing within allowed range
North arrow	Yes
Owner’s dedication certificate for subdivision (Notary Acknowledgement)	Not shown or provided yet
Landscaping (location and type with area calculations)	Calculations shown on land use table
Location of exterior lighting devices, signs, and outdoor advertising	None shown, <u>may inquire as to potential placement of any exterior lighting devices</u>
Location of underground tanks, dumpsters, etc	<u>Not shown if applicable</u>
<u>Additional Information</u>	
Benchmark	Yes
Basis of bearings	Yes
Legend	Legend shown on page 2, not on pages 1 and 3
<i>PLAN AND PROFILE SHEETS</i>	
Project name and address	The Crossing at Mitchell Farms P.U.D., 785 West 4450 South, Riverdale, Utah
Approving agency’s name and address	Signature box identified as “utility approval” with agencies shown; <u>City signatures not provided yet</u>
Consulting Engineer’s name, address, and phone number	Hill & Argyle, Inc.; 181 North 200 West, Suite #4, Bountiful, Utah 84010; 801-298-2236
Date	Yes – January 19, 2015
Scale	1”=20’, yes shown
Revision block with date and initials	Revision block shown with date and initial location

Sheet number and total sheets	Shown
<u>General</u>	
North arrow	Yes, shown
Street names	Yes, shown on drawing
Lot numbers	Yes, Lots 1 to 10 shown and PRUD open space parcels identified
Reference to sheets showing adjacent areas	Reference vicinity map
Center line stationing	Yes, center line identified in graph
Existing natural ground	Yes, identified
<u>New and Existing Buildings</u>	
Height and Size	Height = 23' at peak, Size = 1586 sq. ft. and 1622 sq. ft. plans; refer to attached building drawings; conceptual building footprints shown on preliminary plat sheet
Location, setbacks, and all dimensions	Yes, shown on preliminary plat page; conceptual building footprints also shown
Type of construction	Brick, stucco, plank or stone per the PRUD app
Type of occupancy and proposed uses	R-2 Residential homes with PRUD overlay application approval (req's Conditional Use Permit)
Show handicapped access	Not identified and not applicable
<u>New and Existing Walls and Fences</u>	
Location, design, and height	Existing fences shown; <u>inquire about any newly proposed fencing if desired</u>
Materials proposed for construction	None noted or proposed at current time
<u>New and Existing Parking</u>	
Location, area, and layout of off-street parking (size of stalls, regular and handicapped)	Cannot identify off-street parking availability, but appear sufficient to meet code req of minimum of 2 spaces per building garages; refer to City 10-15 for more;
<u>New and Existing Ingress and Egress</u>	
Location and size of points of ingress and egress for motor vehicles and internal circulation pattern	Points of lot ingress/egress; <u>driveway locations not identified at this time</u>
<u>New and Existing Streets</u>	
Center lines	Yes, this is shown
Right-of-way lines	Yes, this is shown

Face of curb lines	Yes, this is shown
Centerline slope	Yes, this is shown
Signing and striping	Not shown
Light poles	Yes, this is shown
Street lights	Yes, this is shown
Street name signs	Location not shown
Stop signs	Location not shown
UDOT approval (if required for project)	Not applicable
Sidewalk (4' side with 4" of road base or 6' side with 6" of road base through the approach)	Yes, this is shown
Planting Strip	Yes, this is shown
<u>New and Existing Storm Drainage</u>	
Top of curb elevations	Yes, this is shown
Slope of gutter (minimum 0.5%)	Yes, this is shown
Manholes	Not shown, may not be applicable; <u>defer to City Engineer</u>
Invert elevations	Not shown
Length, size, slope, and type of mains and laterals	Shown on preliminary plat sheet, <u>will need to be installed in conformance to size, type, and slope standard or Riverdale City per note</u>
Location of catch basins (every 500' to 800')	Catch basin and detention basins shown; <u>there are storm drain system comments – defer to City Engineer for more</u>
Ditches, location and ownership	None shown in or nearby project
Approval to pipe, reroute or use	<u>Not shown or noted, if approval is necessary</u>
Calculations for retention system	Yes, this is shown in lower left hand corner; <u>defer to City Engineer</u>
<u>New and Existing Sanitary Sewers</u>	
Manholes	Yes, this is shown
Invert elevations	Yes, this is shown
Length, size, type, and slope of mains and laterals	Yes, this is shown; <u>will need to be installed in conformance to size, type, and slope standard of Riverdale City as noted</u>
<u>New and Existing Water Lines</u>	

Length, size, type, and slope of mains and laterals	Yes, this is shown; <u>will need to be installed in conformance to size, type, and slope standard of Riverdale City as noted</u>
Location, size, and type of water meters, valves, and fire hydrants	Water meter locations identified; location of connection shown <b>but valves not shown</b> ; location of new fire hydrants shown; <u>will need to be installed in conformance to size, type, and slope standard of Riverdale City as noted</u>
<u>New and Existing Gas Lines</u>	
Size and type	<b>No new and existing gas lines shown</b>
<u>New and Existing Electrical Lines</u>	
Size, location, and type	<b>No new and existing electrical lines shown</b>
Location of power poles	<u>No existing power poles shown if in project area</u>
<u>New and Existing Telephone Lines</u>	
Location of poles, junction boxes, and manholes	<b>No new and existing lines shown</b>
<u>New and Existing Cable TV Lines</u>	
Location of lines (if applicable)	<b>Not currently shown</b>
<i>DETAILED DRAWINGS</i>	
Cross section of roadway (minimum 8" road base and 3" asphalt)	Yes, this is shown
Cross section of curb and gutter (standard 30" high back)	Yes, this is shown
Gutter inlet box with bicycle safe grate	Yes, this is shown
Cleanout box	Yes, this appears to be shown; <u>defer to City Engineer</u>
Thrust blocking	Yes, this is shown
Special energy dissipating or drop manholes	<u>None shown if applicable</u>
<i>ADDITIONAL INFORMATION</i>	
Soils report	Yes, this has been provided; <u>defer to City Engineer comments accordingly</u>
Drainage and runoff calculations	Yes, this is shown in lower left hand corner; <u>defer to City Engineer</u>
Water right transfer documentation	Not provided (not needed for this project)
Copy of protective covenants, codes, and regulations for development	Yes, these have been provided in draft format for review
8 ½" x 11" copy of plat	Yes, this has been provided

<u>OTHER ITEMS</u>	
Building elevation renderings	Yes, uncolored concept renderings for the elevation have been provided
Zoning compliance	Yes, R-2, <u>contingent upon Conditional Use Permit approval by Planning Commission for Planned Unit Residential Development use on lots</u>
Use compliance	Yes, R-2, <u>contingent upon Conditional Use Permit approval by Planning Commission for Planned Unit Residential Development use on lots</u>
Engineering comments and letter of approval recommendation	Engineering comments, along with Public Works, Fire Department, and Police Department comments have been provided
All Planning Commission and City Staff conditions for approval have been met	In process – currently preliminary approval and final recommendation of the subdivision needs to be provided by Planning Commission and CUP for PRUD needs to be supported by the Planning Commission before advancing to review for approval by City Council

DEPARTMENTAL STAFF REPORTS – 2/12/2015 through 3/18/2015

**From:** Dave Hansen  
**Sent:** Thu 2/12/2015 11:35 AM  
**To:** Mike Eggett  
**Subject:** RE: The Crossing At Mitchell Farm P.U.D.

Wow really small lots. I think they call these California lots. I am a little nervous about the high density. I take it that these are patio homes. Thanks for sharing this with us.  
Dave

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**From:** Roger Bodily – Fire Department  
**Sent:** Wed 2/18/2015 3:33 PM  
**To:** Mike Eggett  
**Subject:** FIRE HYDRANTS FOR MITCHELL FARMS  
AFTER TAKING A CLOSER LOOK, I THINK WE WILL BE FINE WITH THE 1  
HYDRANT IN THE CULDESAC. THERE ARE ACUTUALLY 2 ON 4450 SOUTH THAT  
WILL BE SUFFICIENT.  
THANKS

Roger M. Bodily, Fire Chief  
Riverdale City Fire Department  
4334 S. Parker Drive  
Riverdale, Utah 84405  
801-436-1284 Office  
801-940-2004 Cell

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**From:** Shawn Douglas  
**Sent:** Wed 3/18/2015 3:25 PM  
**To:** Mike Eggett  
**Subject:** RE: Mitchell Farms  
Mike, Scott covered the items I would like to see addressed in his review letter.sd

Shawn Douglas  
Riverdale City Public Works  
801-394-5541 Ext. 1217  
Riverdale City  
4600 S. Weber River Drive  
Riverdale, UT 84405

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16 March 2015

Riverdale City  
4600 South Weber River Drive  
Riverdale, Utah 84405

Attn: Mike Eggett, Community Development Director/RDA Deputy Executive Director  
Proj: **The Crossing at Mitchell Farms - PUD**  
Subj: Improvement Drawings – 2<sup>nd</sup> review

Dear Mike,

I have reviewed with Shawn Douglas the above referenced project drawings and submit the following review comments, which should to be considered:

**General Comment:**

1. An **electronic copy** of the completed Plat & Improvement Plan drawings must be submitted to the Public Work Department via our office for record keeping upon completion and approval of the subdivision drawings.

**Plat:**

1. The final Plat for the subdivision needs to be completed with all signature blocks, the street address, lot addresses, curve data, owner's dedication, surveyor's certificate, owner's acknowledgements (with names printed under the signature lines) etc., and then re-submitted for review.
2. The cul-de-sac curve radius' on the preliminary Plat needs the following corrections:
  - The center of the cul-de-sac to the property lines needs to be 55' rather than the 50' as shown.
  - The approach curves into the cul-de-sac for the curb & gutter need to be adjusted from 24.5' to 39.5' and adjustments of the property line radius from 15' to 30' to meet the Public Works adopted standards. Corrections are required in the "Curve Table).

**Improvement Drawings:**

1. The following note needs to be placed upon the improvement drawings: ***Note: All deteriorated, damaged or missing surface improvements surrounding the perimeter of the subdivision***

*development will need to be replaced or installed, i.e., curb and gutter, sidewalk, landscaping park strip improvements, street lights, fencing, etc.*

2. The storm water retention basin and storm water facilities need the following modifications:
  - The storm water retention basins should be landscaped with lawn sod in order to be properly maintained.
  - The storm water retention basins will need to be constructed with emergency overflow spillways (armored) and collection facilities. The spillway must overflow onto a public street and not onto private neighboring properties.
  - The retention basins will need to have a 12” minimum perimeter freeboard.
  - All storm water piping in the roadway must meet the public works standards with a minimum 15” diameter culvert and be accessible to cleaning equipment within a dedicated right-of-way.
    - The storm water piping from the curb & gutter inlet boxes to the retention basin should remain in the ownership of the “Home Owners Association” with the operation and maintenance by the “Home Owners Association”.
    - The retention basin should remain in the ownership of the “Home Owners Association” with the operation and maintenance by the “Home Owners Association”.
    - All storm water Best Management Practices “BMP” (procedures) should be noted on the improvement drawings and within the “Home Owners Association” covenants.
  - All storm water boxes, manholes and structures must have troughs constructed to route storm water flow directly through them. No settling areas for debris within a City managed manhole or box will be required.
  - The existing top back of curb elevation will need to be shown at the terminus of the waterway (both ends)
  - The waterway needs to be 5’ in width per the Public Works standards.
  - An outlet structure complete with grate & frame, concrete pad will need to be designed and shown on the end of the 8” diameter pipes at the entrance into the retention basins.
  - The storm water inlet boxes need to be constructed per the public works standards (see attachment drawing).
  - Following construction of the retention basin the volume provide must be surveyed, calculated and certified by the Developers Engineer.
3. A street address sign is required at the intersection with 4450 South Street.
4. All homes must be within 250-feet of a fire hydrant. An additional fire hydrant may be warranted. The fire department needs to be contacted for location approval.
5. The sanitary sewer junction / intersection manhole in the intersection of 4450 South Street will need to be 5-foot diameter manhole.
6. All detail drawings of standard or special improvements must follow the standard drawings of Riverdale City – August 2004 or newer (see attachments).
7. The developer will need to have a “Storm Water & Pollution Prevent Plan” registered with the State of Utah prior to construction.

8. The construction of the waterline will require restrained joint connectors on bends greater than 15 degrees. The waterline materials should be shown on the drawings as C-900, DR-18 pvc water line piping. All waterlines must be marked underground with marking tape and location wire (the drawings should note this requirement).
  - Type K copper is required on all water laterals from the main waterline to the meter.
9. Add details for construction of the survey monuments.
10. In order to construct the roadway a large amount of fill material will be required. Placement of fill material shall not exceed the lift depths indicated in the geotechnical report, with compaction testing on each lift. The import material will need to be sandy angular gravels – free draining per the geotechnical report.
11. The sanitary sewer piping shall be noted on the drawings as Pvc meeting ASTM D-3034 SDR 35.
12. The concrete for the curb & gutter radius on the easterly side of the intersection will need to be extended into the roadway and then square off at the waterway (frog layout and not to a triangular point layout).
13. Any details in the drawings which are not applicable to the project should be removed.

Should you have any questions feel free to contact our office for clarifications.

Sincerely,

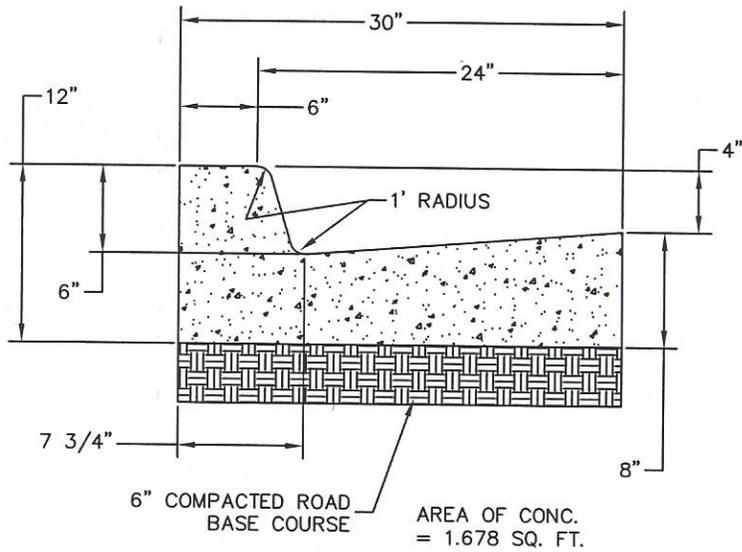
**CEC, Civil Engineering Consultants, PLLC.**

A handwritten signature in black ink, appearing to read "N. Scott Nelson", with a stylized flourish at the end.

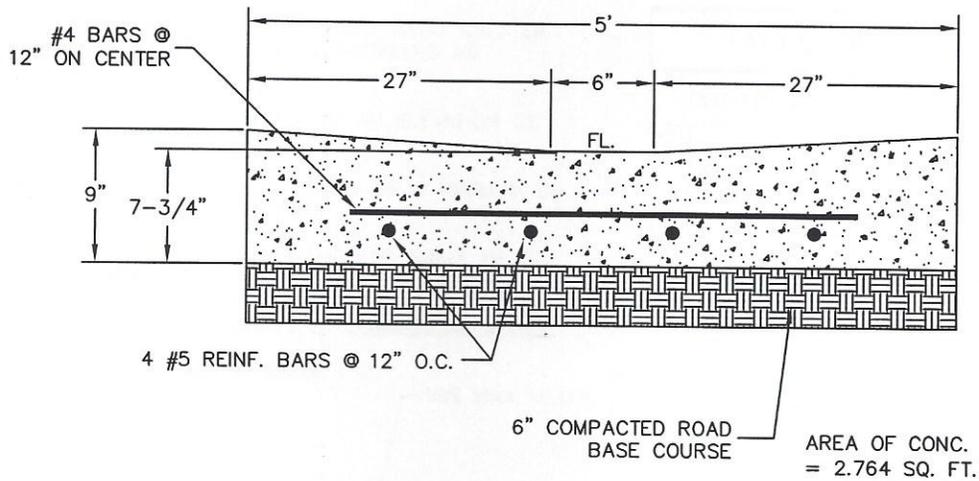
N. Scott Nelson, P.E.

*City Engineer*

Cc. Shawn Douglas, Public Works Director  
Jeff Woody, Building Official and Inspector



**30" HIGH BACK**



**WATERWAY**



**STANDARD DETAILS  
CURB & GUTTER  
AND WATERWAY**



CONSULTING ENGINEERS AND SURVEYORS  
www.gilsonengineering.com

Riverdale Office:  
5440 South 1700 West  
Riverdale, UT 84405  
(801) 773-1191  
Fax: (801) 773-0091

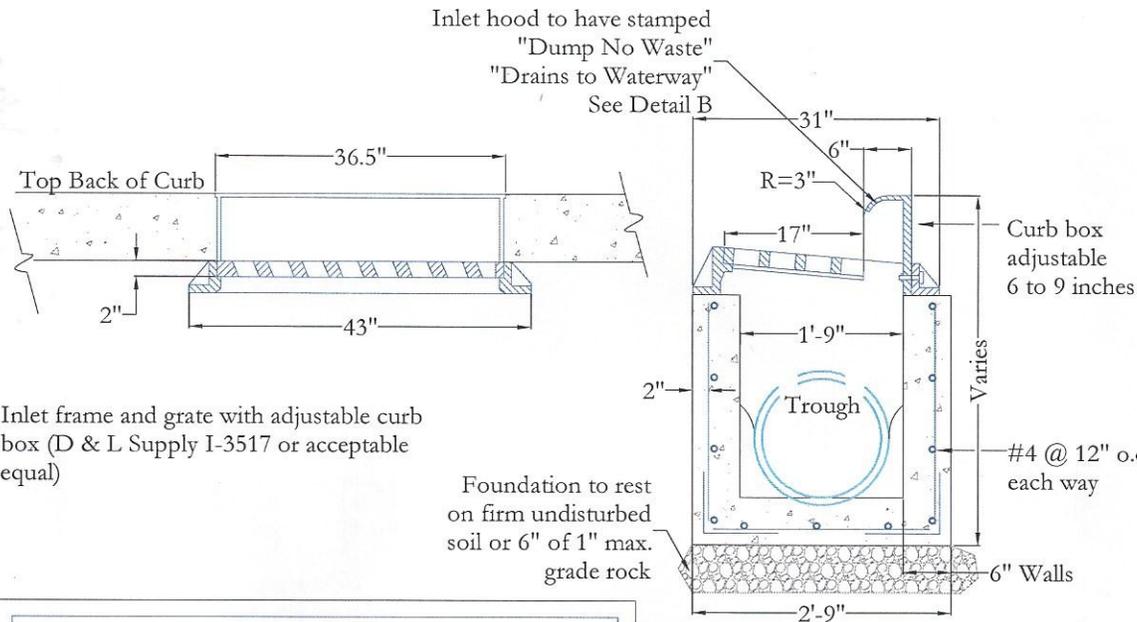
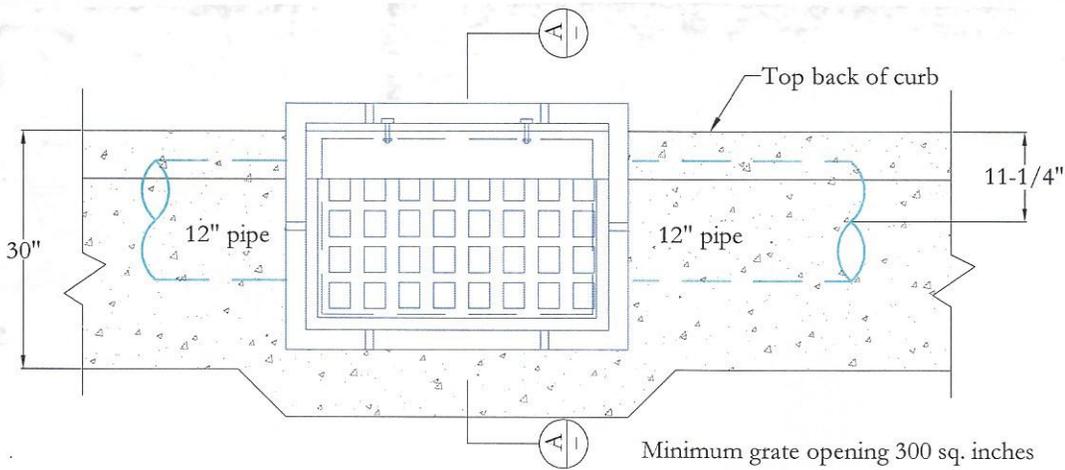
Draper Office:  
13401 South 450 East  
Draper, UT 84020  
BLDG C Unit 2  
(801) 571-9414  
Fax: (801) 571-9449

DATE  
August 2004

FILE NUMBER  
STANDARD\STREETS

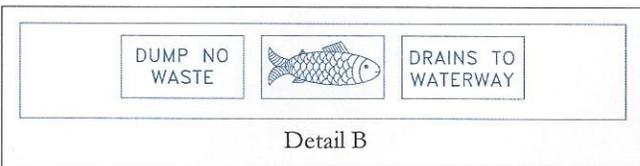
DRAWING NUMBER

ST-2



Inlet frame and grate with adjustable curb box (D & L Supply I-3517 or acceptable equal)

Foundation to rest on firm undisturbed soil or 6" of 1" max. grade rock

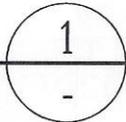


**NOTES:**

1. All reinforcement shall be #4 deformed steel, grade 60.
2. All reinforcement shall be placed at 12" o.c. each way in the floor and the walls.
3. The adjustable curb box inlet grate shall be bicycle safe. D&L Supply I-3517 or acceptable equal.
4. All pipes in the box shall be cut with the interior of the box and grouted smooth.
5. Rebar shall have 2" clear on earth side of structure.

# HOODED INLET BOX

SCALE: NONE



07/04	MODIFICATION OF THE NOTES
DATE	REVISION



**STANDARD  
GUTTER INLET  
BOX**



CONSULTING ENGINEERS AND SURVEYORS  
www.gilsonengineering.com

Riverdale Office:  
5440 South 3700 West  
Riverside, UT 84405  
(801) 773-1191  
Fax: (801) 773-0091  
Draper Office:  
1249 E South 450 East  
Draper, UT 84020  
8134C C 1 sub 2  
(801) 571-9414  
Fax: (801) 571-9449

DATE  
August 2004

FILE NUMBER  
STANDARD\STORMDRAINS

DRAWING NUMBER

SD



# Riverdale City

Community Development  
4600 So. Weber River Drive  
Riverdale, Utah 84405

## RIVERDALE CITY PLANNING COMMISSION APPLICATION FOR RESIDENTIAL SUBDIVISION SITE PLAN APPROVAL

CASE No: 2015-01 DATE SUBMITTED: February 10, 2015

APPLICANT'S NAME: FOREST CREEK CONSTRUCTION, LLC

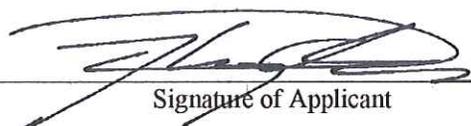
ADDRESS: 392 North 3050 West - Layton, Utah 84041

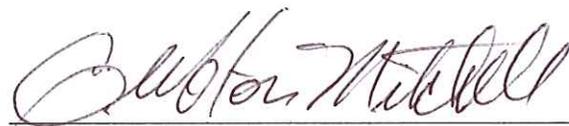
PHONE: 801 564-0960 TAX I.D. No: 87-0588071

ADDRESS OF SITE: Approx 4450 South 700 West - Riverdale City

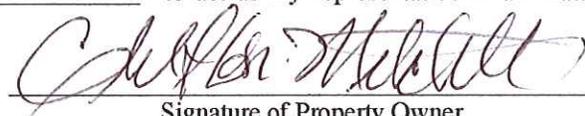
APPLICANT'S INTEREST: Subdivide into 10 Building Lots for PRUD

Application is hereby made to the Riverdale City Planning Commission requesting that a residential subdivision consisting of Ten (10) lots be approved on 2.13 Acres of property in the R-2 zone in accordance with the attached site plan.  
(number of lots) (sq. ft./acreage)

  
Signature of Applicant

  
Signature of Property Owner

I authorize Forest Creek County H.I. Parke to act as my representative in all matters relating to this application.

  
Signature of Property Owner

NOTE: A fee will be charged at the time the site plan is submitted for review - \$100 per lot/unit  
Fee: \$ 1000.00 Date paid: Feb. 10, 2015

Planning Commission sets public hearing: Yes  No  Date of Public Hearing: \_\_\_\_\_

Planning Commission scheduled to hear this application for site plan approval on:  
Date: \_\_\_\_\_ Decision of Commission: \_\_\_\_\_

City Council sets public hearing: Yes  No  Date of Public Hearing: \_\_\_\_\_

City Council scheduled to hear this application for site plan approval on:  
Date: \_\_\_\_\_ Decision of Council: \_\_\_\_\_

RIVERDALE CITY CORPORATION  
4600 SOUTH WEBER RIVER DRIVE  
RIVERDALE UT 84405

394-5541

Receipt No: 15.487961

Feb 10, 2015

FOREST CREEK CONSTRUCTION

Previous Balance:	.00
MISCELLANEOUS - PRUD APP FEE	500.00
10-34-1500 ZONING & SUB. FEES	
MISCELLANEOUS - SUBDIVISION FEE	1,000.00
10-34-1500 ZONING & SUB. FEES	
<hr/>	
Total:	1,500.00
<hr/>	
CHECK	1,500.00
Check No: 1291	
Total Applied:	1,500.00
<hr/>	
Change Tendered:	.00
<hr/>	

Duplicate Copy

02/10/2015 04:58PM

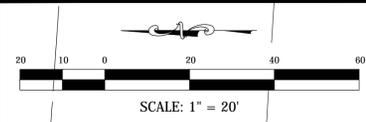
# THE CROSSING AT MITCHELL FARMS P.U.D.

785 WEST 4450 SOUTH  
 PARCELS 06-018-0008, 06-018-0009, 06-018-0016, 06-018-0017, 06-018-0018, 06-018-0019  
 LOCATED IN THE SW 1/4 OF SECTION 7, T.5N., R.1W., S.L.B.&M.  
 RIVERDALE CITY, WEBER COUNTY, UTAH

OWNER:  
**H & P INVESTMENTS**  
 06-015-0046

**L = 34.24'**  
**R = 196.55'**  
**Δ = 009°58'49"**  
**CHB = S 51°26'16" W**  
**CHL = 34.19'**

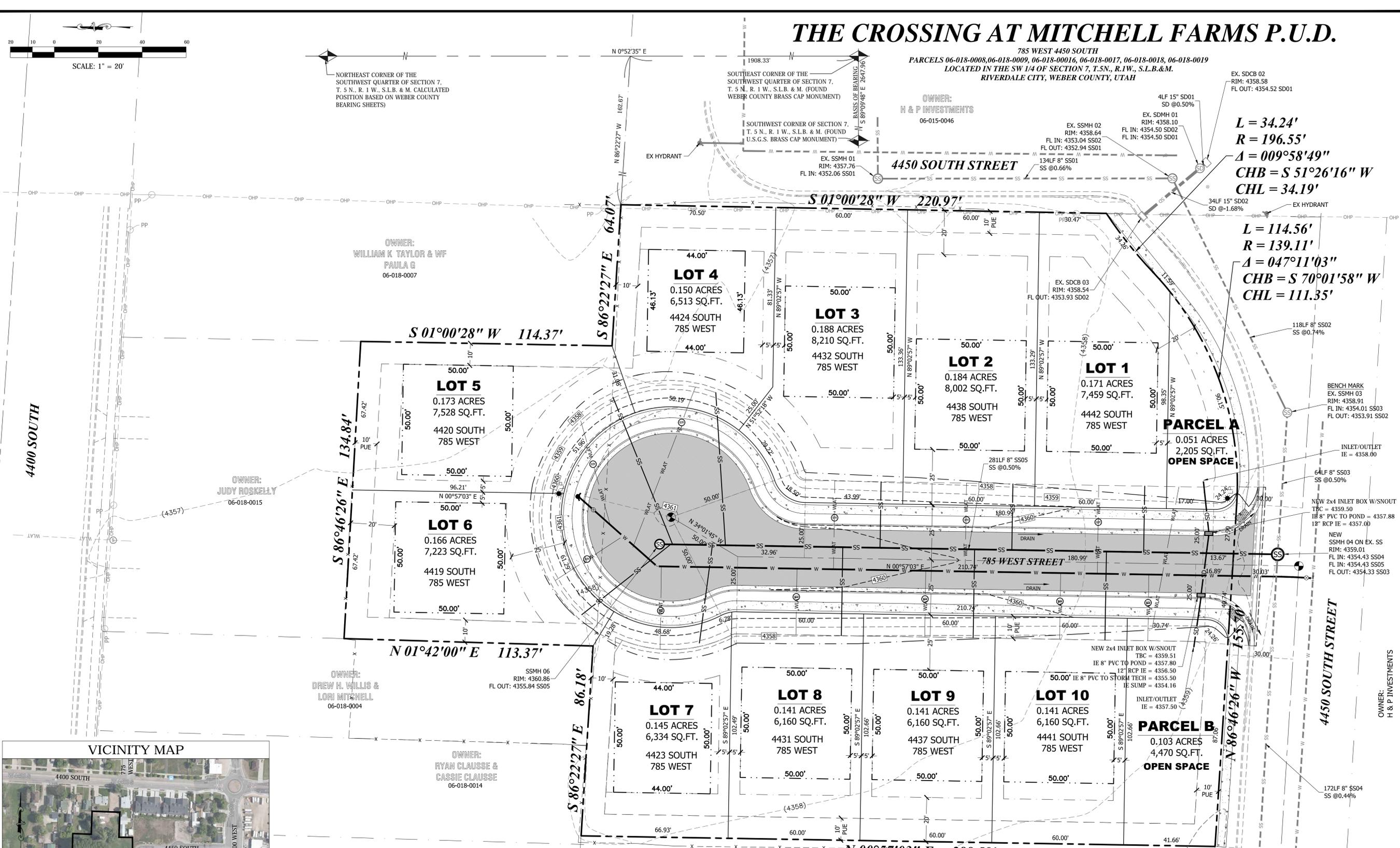
**L = 114.56'**  
**R = 139.11'**  
**Δ = 047°11'03"**  
**CHB = S 70°01'58" W**  
**CHL = 111.35'**



NORTHEAST CORNER OF THE  
 SOUTHWEST QUARTER OF SECTION 7,  
 T. 5 N., R. 1 W., S.L.B. & M. CALCULATED  
 POSITION BASED ON WEBER COUNTY  
 BEARING SHEETS

SOUTHEAST CORNER OF THE  
 SOUTHWEST QUARTER OF SECTION 7,  
 T. 5 N., R. 1 W., S.L.B. & M. (FOUND  
 WEBER COUNTY BRASS CAP MONUMENT)

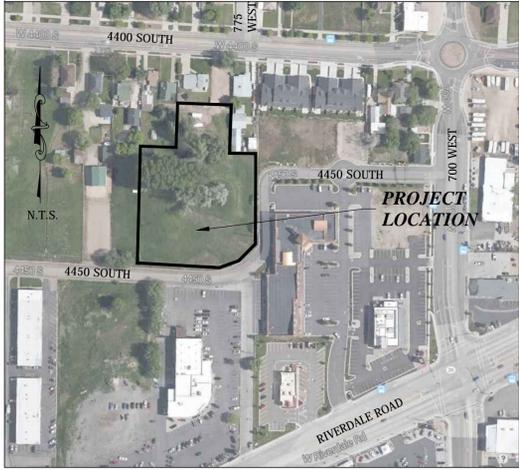
SOUTHWEST CORNER OF SECTION 7,  
 T. 5 N., R. 1 W., S.L.B. & M. (FOUND  
 U.S.G.S. BRASS CAP MONUMENT)



4400 SOUTH

4450 SOUTH STREET

## VICINITY MAP



## BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT BEING LOCATED NORTH 0°52'35" EAST 1908.33 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER AND NORTH 86°22'27" WEST 162.67 FEET FROM THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE SOUTH 1°00'28" WEST 220.97 FEET; THENCE ALONG THE ARC OF A 196.55 FOOT RADIUS CURVE TO THE LEFT 34.24 FEET, HAVING A CENTRAL ANGLE OF 9°58'49", CHORD BEARS SOUTH 51°26'16" WEST 34.19 FEET; THENCE ALONG THE ARC OF A 139.11 FOOT RADIUS CURVE TO THE RIGHT 114.56 FEET, HAVING A CENTRAL ANGLE OF 47°11'03", CHORD BEARS SOUTH 70°01'58" WEST 111.35 FEET; THENCE NORTH 86°46'26" WEST 155.70 FEET; THENCE NORTH 0°57'03" EAST 288.59 FEET; THENCE SOUTH 86°22'27" EAST 86.18 FEET; THENCE NORTH 1°42'00" EAST 113.37 FEET; THENCE SOUTH 86°46'26" EAST 134.84 FEET; THENCE SOUTH 1°00'28" WEST 114.37 FEET; THENCE SOUTH 86°22'27" EAST 64.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.18 ACRES

**DEVELOPER**  
**FOREST CREEK CONSTRUCTION**  
 1274 W JACK D DRIVE #3  
 LAYTON, UTAH 84041  
 801-564-0960

LAND USE TABLE		
	SQ. FT.	ACRES
ROADWAY	15,537	0.36
BUILDINGS AND DRIVEWAY	29,400	0.67
LANDSCAPE	50,081	1.15
TOTAL AREA	95,018	2.18

OWNER:  
**JOHN L. WRIGHT & WF  
 CHRISTINE W**  
 06-018-0001

## UTILITY APPROVAL

QUESTAR GAS: \_\_\_\_\_ DATE: \_\_\_\_\_  
 2974 WASHINGTON BLVD. OGDEN, UTAH (801-621-3262)

CENTURYLINK: \_\_\_\_\_ DATE: \_\_\_\_\_  
 5291 S. 1900 W., ROY, UTAH (801-752-0960)

ROCKY MOUNTAIN POWER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (1-866-870-3419)

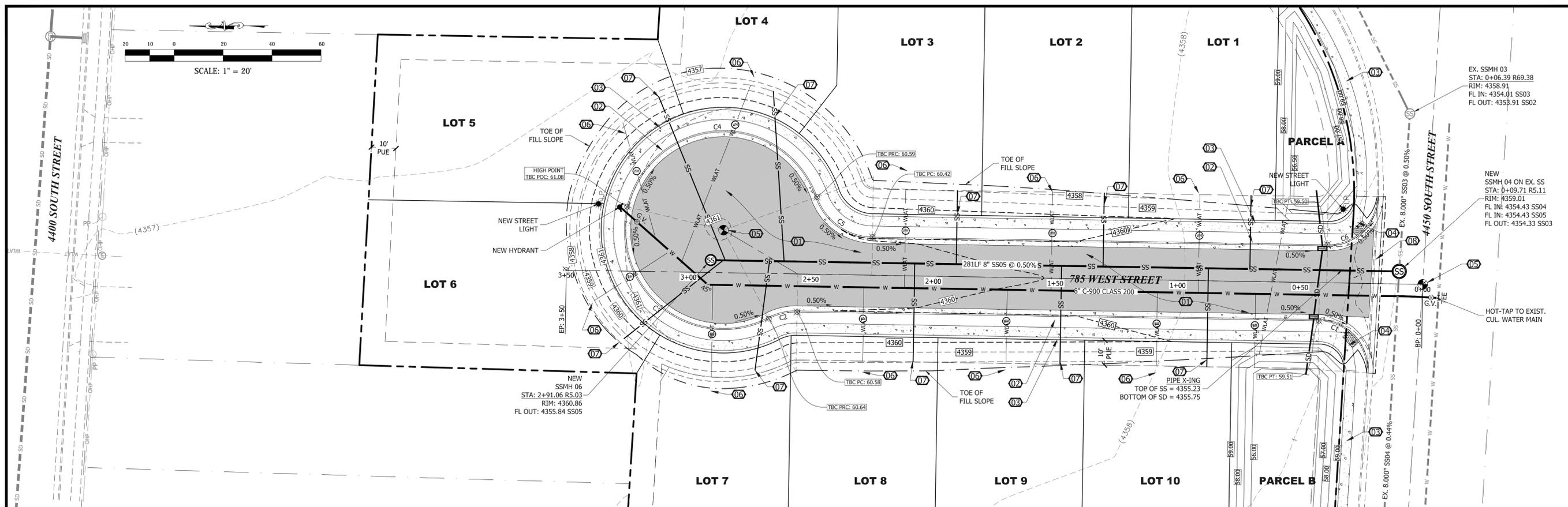
**HILL & ARGYLE, Inc.**  
 Engineering and Surveying  
 181 North 200 West, Suite #4, Bountiful, Utah 84010  
 (801) 298-2236 Phone, (801) 298-5983 Fax

PRELIMINARY PLAT  
**THE CROSSING AT MITCHELL FARMS P.U.D.**

DRAWN BY	DATE	APPROVED	DATE
	19 JAN 2014		19 JAN 2014

SHEET C-1 OF 4  
 SHEET NAME  
 PRELIMINARY PLAT  
 DRAWING NAME  
 MAIN 9 MAR 2015.dwg  
 PROJECT NO.  
 14-387

785 WEST 4450 SOUTH  
 PARCELS 06-018-0008, 06-018-0009, 06-018-0016, 06-018-0017, 06-018-0018, 06-018-0019  
 LOCATED IN THE SW 1/4 OF SECTION 7, T.5N., R.1W., S.L.B.&M.  
 RIVERDALE CITY, WEBER COUNTY, UTAH



**HILL & ARGYLE, Inc.**  
 Engineering and Surveying  
 181 North 200 West, Suite #4, Bountiful, Utah 84010  
 (801) 298-2236 Phone, (801) 298-5983 Fax

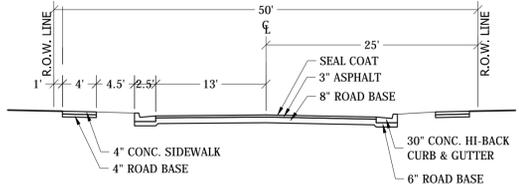
**H A**

REGISTERED PROFESSIONAL ENGINEER  
 No. 189586  
 SCOTT T. ARGYLE  
 UTAH

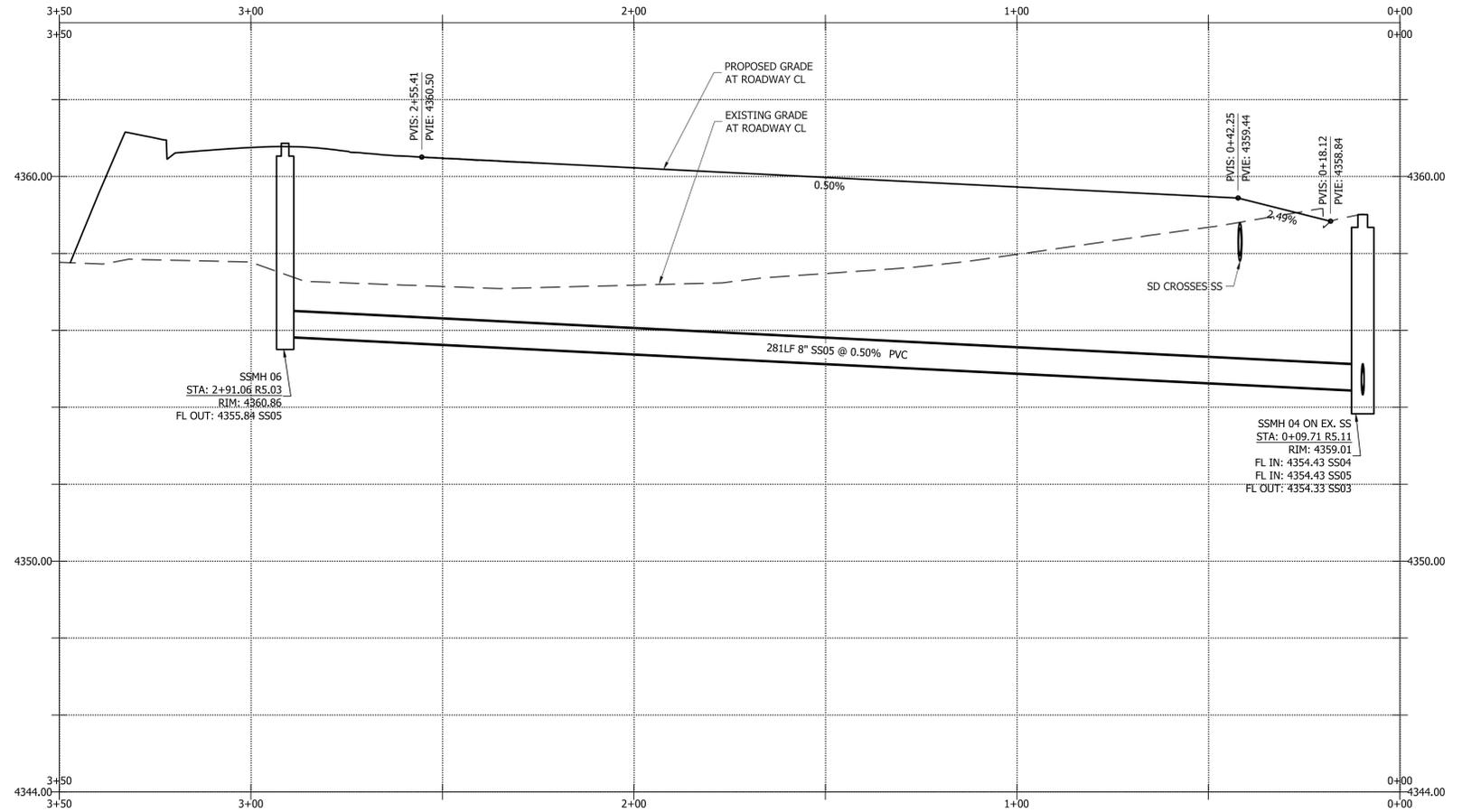
- SYMBOL LEGEND**
- 01 ASPHALT & BASE
  - 02 30" CONC. HIGH-BACK CURB & GUTTER
  - 03 48" CONC. SIDEWALK
  - 04 ADA COMPLIANT WHEELCHAIR RAMP
  - 05 CENTERLINE MONUMENT
  - 06 3/4" WATER METER AND POLY LATERAL
  - 07 4" PVC SEWER LATERAL (2% MIN. SLOPE)
  - 08 NEW CITY STD. WATERWAY
- ALL ITEMS TO CONFORM TO THE RIVERDALE CITY CONSTRUCTION STANDARDS & SPECIFICATIONS.

**CURVE TABLE**

CURVE	LENGTH	RADIUS	Δ	CHB	CHL
C1	32.35	20.00	92°40'10"	N 47°17'08" E	28.94
C2	12.02	24.50	28°06'12"	N 13°06'03" W	11.90
C3	92.42	40.50	130°44'40"	N 38°13'11" E	73.63
C4	103.87	40.50	146°57'10"	S 02°55'54" E	77.65
C5	29.76	24.50	69°35'39"	S 35°44'52" W	27.96
C6	31.34	20.00	89°46'20"	S 43°56'07" E	28.23



**785 WEST STREET - STA: 0+00 to 3+50**



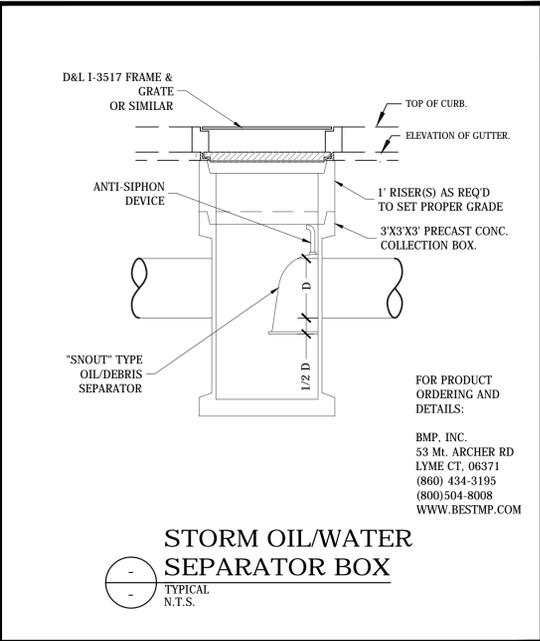
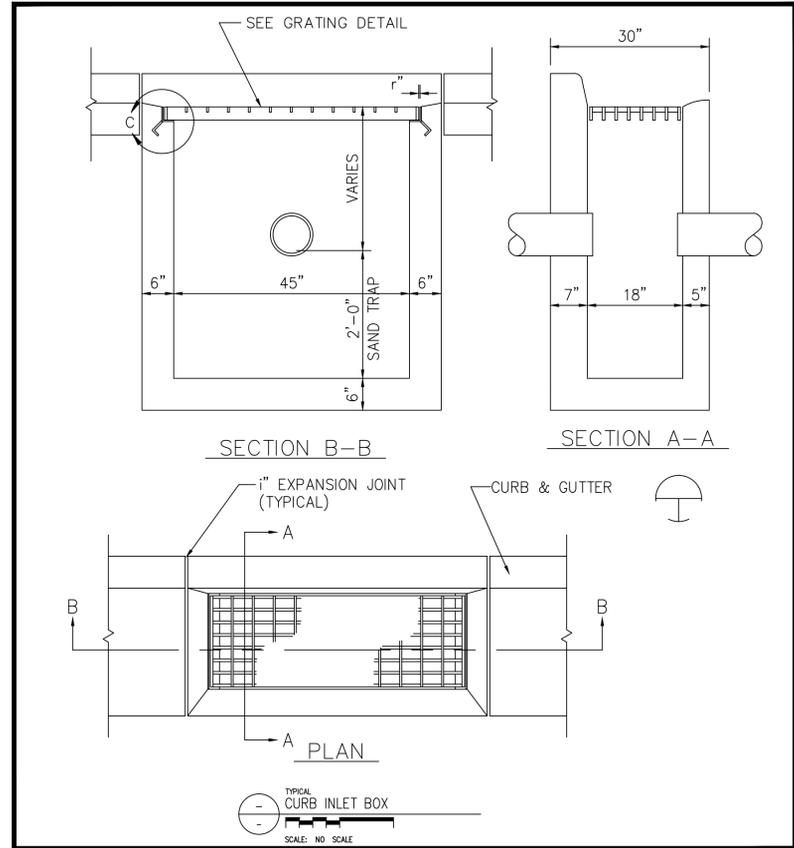
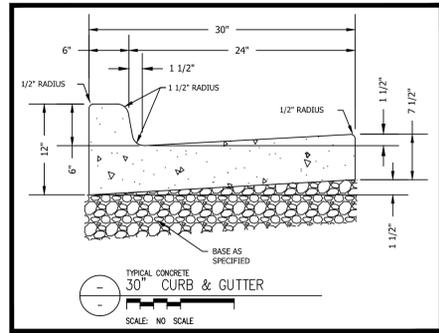
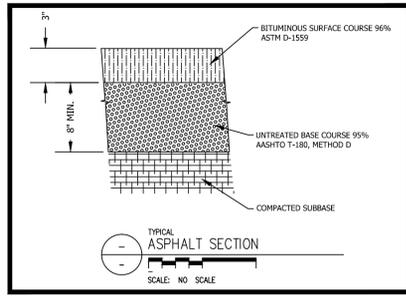
PLAN AND PROFILE/UTILITIES

**THE CROSSING AT MITCHELL FARMS P.U.D.**

4450 SOUTH  
 PARCELS 06-018-0008, 06-018-0009, 06-018-0010, 06-018-0011, 06-018-0012, 06-018-0013, 06-018-0014, 06-018-0015, 06-018-0016, 06-018-0017, 06-018-0018, 06-018-0019  
 LOCATED IN THE SW 1/4 OF SECTION 7, T.5N., R.1W., S.L.R.&M.  
 RIVERDALE CITY, WEBER COUNTY, UTAH

DRAWN BY	DATE	19 JAN 2014
APP. STA	DATE	19 JAN 2014
REV.	BY	DATE
SHEET		
C-2 OF 4		
SHEET NAME		
PLAN AND PROFILE/UTILITIES		
DRAWING NAME		
MAIN 9 MAR 2015.dwg		
PROJECT NO.		
14-387		





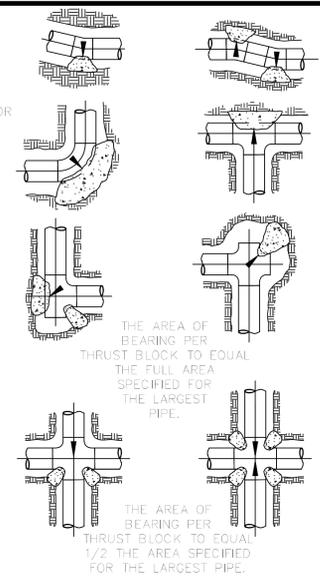
FOR PRODUCT ORDERING AND DETAILS:  
 BMP, INC.  
 53 MI. ARCHER RD  
 LYME CT, 06371  
 (860) 434-3195  
 (800)504-8008  
 WWW.BESTMP.COM

**STORM OIL/WATER SEPARATOR BOX**  
 TYPICAL  
 N.T.S.

NOTES:

1. ALL WORK MUST BE INSPECTED BY DRAPER IRRIGATION COMPANY PRIOR TO BACKFILL.
2. THRUST BLOCKS MUST BE POURED AGAINST UNDISTURBED SOIL.
3. ALL PIPE JOINTS MUST BE LEFT ACCESSIBLE.
4. CONCRETE MUST BE ALLOWED TO CURE FOR 5 DAYS PRIOR TO PRESSURIZING WATER LINES.
5. CONCRETE MUST HAVE A MINIMUM OF 3000 P.S.I. COMPRESSIVE STRENGTH IN 28 DAYS.
6. THRUST BLOCKS MUST BE POURED AS CLOSE AS POSSIBLE TO THE CONFIGURATION SHOWN.
7. BEARING AREAS FOR HORIZONTAL BEND THRUST BLOCKS ARE BASED ON TEST PRESSURE OF 200 PSIG AND AN ALLOWABLE SOIL BEARING STRESS OF 2000 LBS./SQ. FT. TO COMPUTE BEARING AREAS FOR DIFFERENT TEST PRESSURES AND SOIL BEARING STRESS. USE THE FOLLOWING EQUATION: BEARING AREA = (TEST PRESS./200) X (2000/SOIL BEARING STRESS) X (TABLE VALUE).
8. BEARING AREAS, VOLUMES, AND SPECIAL BLOCKING DETAILS SHOWN ON PLANS TAKE PRECEDENCE OVER THIS STANDARD.

BEARING AREAS FOR PIPE SIZES OF CONFIGURATIONS NOT SHOWN REQUIRE A SPECIAL DESIGN.



MINIMUM BEARING AREA IN SQUARE FT.					
PIPE SIZE	TEES, VAL DEAD ENDS	90° BEND	45° BEND	22.5° BEND	11.25° BEND
4"	2	2	2	2	2
6"	3	4	3	2	2
8"	5	8	4	2	2
10"	8	12	6	4	3
12"	12	16	9	5	3
14"	19	26	14	7	4
16"	21	29	16	8	4

WATERLINE THRUST BLOCKING

**THE CROSSING AT MITCHELL FARMS P.U.D.**

4450 SOUTH  
 PARCELS 06-018-0008, 06-018-0009, 06-018-00016, 06-018-00017, 06-018-00018, 06-018-00019  
 LOCATED IN THE SW 1/4 OF SECTION 7, T.5N., R.1W., S.L.R.&M.  
 RIVERDALE CITY, WEBER COUNTY, UTAH

DRAWN BY	DATE	19 JAN 2014
APPROVED	DATE	19 JAN 2014
REV.	BY	DATE
SHEET		
C-4 OF 4		
SHEET NAME		
DETAILS		
DRAWING NAME		
MAIN 9 MAR 2015.dwg		
PROJECT NO.		
14-387		



## Planning Commission Executive Summary

For the Commission meeting on: 3-24-2015

Petitioner: Forest Creek Construction, LLC  
Represented by Hugh Parke and/or Lorri Thurgood

### Summary of Proposed Action

As outlined in Title 10 Chapter 22 of the Riverdale City Code, a Planned Residential Unit Development request is a conditional use master planned overlay request where "the regulations of the underlying zone ... may be negotiated and modified to allow flexibility and initiative in site and building design and location, in accordance with an approved PRUD plan and the requirements of this chapter." Forest Creek Construction, LLC have submitted a Planned Residential Unit Development Application as a conditional use permit request to establish a PRUD master plan overlay on R-2 zoned property located at 785 West 4450 South. Per this chapter of the City Code, a public hearing is required for this application approval. For the purposes of this meeting, the information presented herein is only for discussion purposes and to provide guidance in setting a public hearing for a future Commission meeting, which would thereafter afford the Planning Commission the opportunity to consider providing a recommendation to the City Council for this PRUD overlay request.

### Title 10 Ordinance Guidelines (Code Reference)

This Planned Residential Unit Development Conditional Use Permit request is regulated under City Code 10-22 "Planned Residential Unit Development (PRUD) and is affected by City Code 10-9C "Single-Family and Single-Family with Rental Unit Residential Zone (R-2)", 10-19 "Conditional Uses", and 10-21 "Subdivisions".

Community Development staff has been in conversation with the applicant team and has reviewed the applicable City Codes and requirements of this type of development application with them. As a result, the applicants have submitted a set of documents addressing the requirements and items outlined in City Code 10-22; these documents are included following this executive summary document. There is also a staff review document outlining how the requirements of City Code 10-22 have been fulfilled or responded to by the applicants.

Any concerns associated with this request are noted in the attached documentation. This PRUD request would provide a sufficient and applicable transitional use between the existing commercial and residential development adjacent to this proposed development site. Additionally, this development request is intended to provide for "empty nest" families and has close proximity to the City Senior Center and its programs. This PRUD request should be discussed following review of the proposed preliminary approval of The Crossing at Mitchell Farms subdivision by the applicant (see previous consideration item).

Staff would encourage the Planning Commission to review this matter and then discuss these matters with the petitioner. Staff would recommend that the Planning Commission, should they feel comfortable with the provided proposed PRUD information, set a public hearing regarding Planning Commission consideration to provide a recommendation to the City Council for the PRUD master plan overlay request for The Crossing at Mitchell Farms residential subdivision proposal.

**General Plan Guidance (Section Reference)**

The General Plan use for this area is currently set as "Mixed Use - Transitional" and "Residential - Low Density" and this proposed project complies with these land uses.

**Legal Comments - City Attorney**

\_\_\_\_\_  
Steve Brooks, Attorney

**Administrative Comments - City Administrator**

\_\_\_\_\_  
Rodger Worthen, City  
Administrator



## Planned Residential Unit Development Requirements Review – The Crossing at Mitchell Farms PRUD Subdivision Approximately 785 West 4450 South

*Completed by Mike Eggett, Community Dev. Director on 3/19/2015*

**Recommendation:** City staff recommends that the Planning Commission examine and review items associated with this PRUD requirements review and then set the matter for a public hearing and Planning Commission conditional use overlay review for the next meeting. Items of concern have been highlighted in yellow; underlined items have been identified for potential discussion purposes.

Planned Residential Unit Development Requirements per RCC 10-22	Departmental Review Comments
Time limit for completion of development	No time limit or requirement established
Description of property	2.18 acres of land located at 785 West 4450 South
Amenities in project area	Park area and maintainable open space
Proposed density for project area	4.7 units per acre
Construction requirements	Refer to proposed subdivision drawings and accompanying staff reports
Provide a completed geotechnical and soils report	Completed by Geostrata and submitted
Traffic study, as required by city engineer and public works director when scope, location and density of development or other deem necessary	No traffic study has been requested or required by staff at this time
Sensitive land study (wetlands)	Land not delineated as wetlands by Army Corp of Engineers. No concerns noted by Geostrata.
Setbacks of dwellings within PRUD	Refer to proposed subdivision drawings and accompanying staff reports
Minimum of fifty percent (50%) of development shall be open green space/landscaping and subject to defined landscape plan	52.7% of development will be open green space/landscaping; a statement regarding landscape plan is provided
Fencing/screening of development	<u>No fencing or screening plans have been submitted for development or are anticipated; planning commission may discuss if necessary</u>
Usable open green space	Identified on the proposed subdivision drawings

Parking – minimum of two exterior parking spaces required; visitor parking may be evaluated	Refer to parking statement provided; <u>Planning Commission may discuss if concerns exist</u>
Square footage (lots and homes)	Identified on proposed subdivision drawings and building design drawings
Parking area, enclosed or open	Dwelling units will have garages for parking and driveways; curbside parking will be available
Exterior coverings – minimum 40% brick or rock, painting of exterior building element prohibited	Refer to building design drawings, reflective of meeting 40% brick or rock requirement
Provide information and identify why this property is suitable for a PRUD development	Refer to first paragraph of statement sheet provided
Provide ability to financially carry out proposed project in time limit established	Refer to “Financial Funding for The Crossing at Mitchell Farms” on statement sheet provided
Provide escrow for all city improvements	Preliminary engineer’s cost estimate has been provided and is in review to establish escrow if project is approved
Provide independent finance person or company who will be responsible for association dues assessed for maintenance and improvements to common areas	Refer to “PRUD Independent Management” on statement sheet provided
All PRUD’s will be licensed yearly by city with PRUD balance sheet and income statement provided with yearly application	Refer to “Business License” on statement sheet provided and submitted proposed “Annual Proforma” document; <u>Commission may discuss requirement to submit updated info annually</u>
Phasing scheduling and timing for all features, dedications, and improvements in project	There will only be one phase in this project; refer to statement sheet provided for more
Other conditions, terms, restrictions, and requirements as stipulated during review or following public hearing process	No additional conditions, terms, restrictions, and requirements to note at this time; public hearing anticipated in future PC meeting
Site development standards and sign regulations shall be determined by approval of site plan	Refer to proposed subdivision drawings; <b>no signage designs have been submitted thus far but are anticipated with future review</b>
Open space preservation, maintenance, and ownership function	Refer to “Landscaping” on statement sheet provided to review these items; <u>anticipate that properties will be maintained by HOA</u>
Subdivision regulations (as found in Chapter 21 of this title) is to be applied to development	Chapter 21 of Title 10 was used in designed the proposed subdivision drawings
Area shall be adaptable to unit type development and not contain physical barrier that could impair unit cohesiveness	This requirement is being followed within the proposed subdivision design drawings
Accessory amenity uses, ownership, operational characteristics and physical design are to city’s satisfaction and developer to ensure necessary maintenance of amenity	The amenity provided in proposed development is HOA owned open green space/park areas; <u>anticipate that properties will be maintained by the HOA</u>

No changes or alterations to approved development plans or uses made without approval of community development director or, upon direction from director, approval by Planning Commission and Council	This is understood by applicant of the proposed PRUD development
A public hearing is required to receive public input regarding the property use as a PRUD with a Planning Commission recommendation forwarded to City Council following public hearing	<u>A public hearing will need to be scheduled for this item prior to advancing a recommendation from Planning Commission to City Council; staff proposes April 14, 2015 for public hearing date</u>
Compliance with zone regulations and other provisions of title 10 in requiring adequate standards shall be observed	This is understood by applicant of the proposed PRUD development



## PLANNED RESIDENTIAL UNIT DEVELOPMENT APPLICATION

Date Submitted: February 10, 2015

Applicant's Name: FOREST CREEK CONSTRUCTION, LLC

Applicant's Address: 392 North 3050 West - Layton, Utah 84041

Phone Number(s): 801 564-0960

Builder's Name: FOREST CREEK CONSTRUCTION

Builder's Address: 392 North 3050 West - Layton, Utah 84041

Phone Number(s): 801 564-0960

Property Owner: Mitchell Family Family

Owner's Address: 248 West 5450 South - Ogden, Utah 84405

Phone Number(s): \_\_\_\_\_

Address of Site: Approx. 4450 South 700 West - Riverdale, Utah

Zone: R-2 Adjacent zone(s): R-2 & C-3 Acreage: 2.13

Type of Association: \_\_\_\_\_ Condominium: \_\_\_\_\_ Homeowner: X

Number of Dwellings: 10 Square Footage: 1550-1750

Stories: One Number of Buildings: 10

Type of Construction: Brick, Stucco, Plank or Stone

Off-Street Parking: Covered: \_\_\_\_\_ Open: X

Set back on periphery: 25' Width of internal road(s): 50'

Type of external lighting (other than dwellings): Street Lights & Yard Pole Light on each Lot

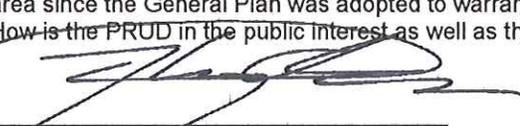
Type of screening or fencing on perimeter: Vinyl Fencing

Date work starts: TBD Upon Approval Building Permit No.: TBD

Approximate Completion Date: \_\_\_\_\_

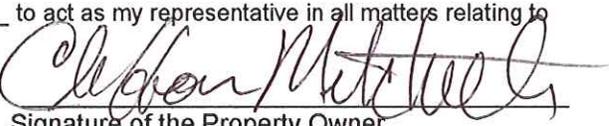
Answer the following questions with specifics on a separate sheet. This information will be forwarded to the Planning Commission members for review.

- A. Why should the PRUD application be granted?
- B. How is the proposed PRUD in harmony with the City General Plan for this area?
- C. If the proposed PRUD is not in harmony, what conditions and circumstances have taken place in the general area since the General Plan was adopted to warrant such a change?
- D. ~~How is the PRUD in the public interest as well as the applicant's desire?~~

  
 \_\_\_\_\_  
 Signature of Applicant

  
 \_\_\_\_\_  
 Signature of the Property Owner

I authorize Forest Creek Const H.T. Parke  
 this application.

to act as my representative in all matters relating to  
  
 \_\_\_\_\_  
 Signature of the Property Owner

**RIVERDALE CITY PLANNED RESIDENTIAL UNIT DEVELOPMENT APPLICATION  
ADDENDUM**

**A. WHY SHOULD THE PRUD APPLICATION BE GRANTED?**

*THE CROSSING AT MITCHELL FARMS PRUD* is an excellent use for the Mitchell property. The lots are reasonable in size affording easy maintenance while still maintaining an open environment.

**B. HOW IS THE PROPOSED PRUD IN HARMONY WITH THE CITY GENERAL PLAN FOR THIS AREA?**

*THE CROSSING AT MITCHELL FARMS PRUD* would be in harmony with the General Plan.

**C. IF THE PROPOSED PRUD IS NOT IN HARMONY, WHAT CONDITIONS AND CIRCUMSTANCES HAVE TAKEN PLACE IN THE GENERAL AREA SINCE THE GENERAL PLAN WAS ADOPTED TO WARRANT SUCH A CHANGE?**

N/A

**D. HOW IS THE PRUD IN THE PUBLIC INTEREST AS WELL AS THE APPLICANT'S DESIRE.**

*THE CROSSING AT MITCHELL FARMS* will further accentuate the mixed-use buffer zone between other homes on the north and the current businesses to the south of said property.

SIGNATURE OF APPLICANT: \_\_\_\_\_



RIVERDALE CITY CORPORATION  
4600 SOUTH WEBER RIVER DRIVE  
RIVERDALE UT 84405

394-5541

Receipt No: 15.487961

Feb 10, 2015

FOREST CREEK CONSTRUCTION

Previous Balance:		.00
MISCELLANEOUS - PRUD APP FEE		500.00
10-34-1500 ZONING & SUB. FEES		
MISCELLANEOUS - SUBDIVISION FEE		1,000.00
10-34-1500 ZONING & SUB. FEES		
<hr/>		
Total:		1,500.00
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CHECK	Check No: 1291	1,500.00
Total Applied:		1,500.00
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Change Tendered:		.00
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## *The Crossing* AT Mitchell Farms

**DENSITY CALCULATION:** 4.7/Acre

*The Crossing at Mitchell Farms* is ideal for a PRUD for a number of reasons. It is a perfect transition and buffer between the commercial property to the southeast of the proposed project and the townhomes to the north. The location is ideal for the market segment targeted by the project with the close proximity to the many businesses and Senior Center in Riverdale City.

**BUSINESS LICENSE:** It is understood by the developer and will be conveyed when the HOA is transferred to the Homeowners that a yearly business licensed is required by Riverdale City for the Homeowners Association.

**TRAFFIC STUDY:** Due to the fact that there are only 10 proposed lots in the PRUD a traffic study did not seem necessary. It would be important to note that 4450 South has very little traffic for the size of this road and we feel that *The Crossing at Mitchell Farms* will not add significant traffic to this road or the surrounding area.

**SENSITIVE LANDS:** The acreage is not sensitive wetlands and has not been delineated as such by the Army Corp of Engineers. Please see soils report supplied by GeoStrata

**LANDSCAPING:** Each of the home will be landscaped front and backyard with mostly grass, with deciduous and evergreen bushes in the front of the homes next to the foundation and at least one tree in the front yards. Percentages of hard surface and landscaping are noted on plat.

The two parcels of Common Area will be grass and will be private and for the residents of the project and will be owned by the Homeowner's Association.

**PARKING:** Each home will have at least a two car garage, a couple of the home can be three car garages for parking. The driveways will allow for an additional two spaces for visitors to the residences as well as the on street parking as allowed and governed in the CC&R's.

**PHASING OF PROJECT:** The Crossing At Mitchell Farms will be completed in one phase.

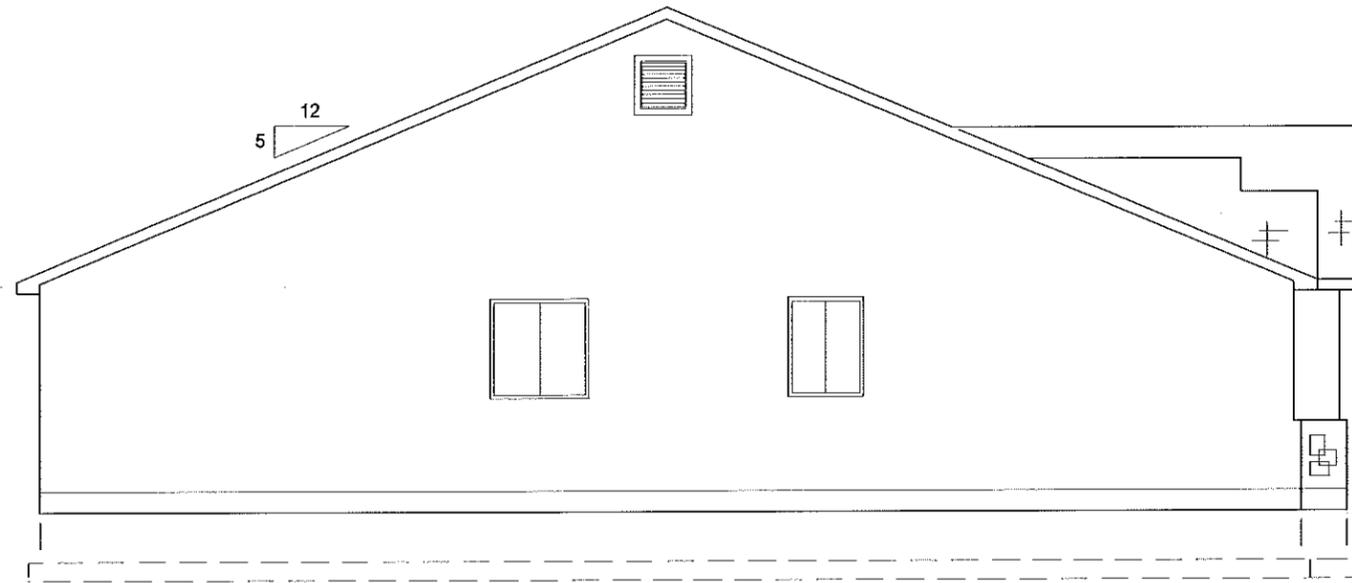
**PRUD INDEPENDENT MANAGEMENT:** We will be reviewing bids from a number of independent HOA Management Companies. Two currently under consideration are the *HOA Management of Utah*; and *Deseret Edge Property Management, LLC*. When a final determination has been made by the Developers we will advise the City as to which Company has been awarded the contract.

**Financial Funding For The Crossing at Mitchell Farms:** The project will be funded by private capital supplied by Mark Newman of Salt Lake City. The Escrow for Riverdale City will be funded by the same.

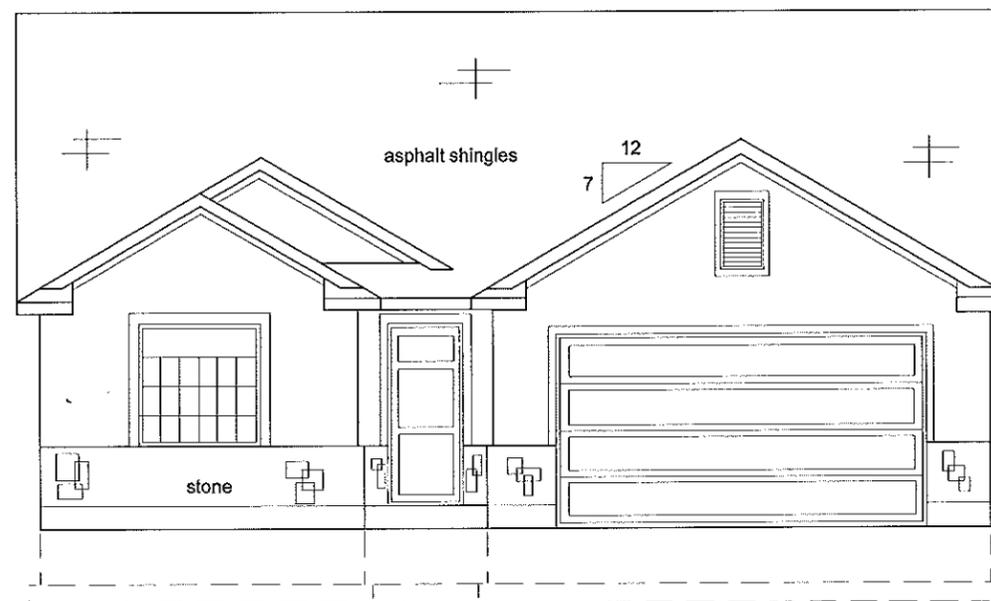
# *The Crossing* At Mitchell Farms

## ANNUAL PROFORMA (Proposed)

<b>ITEM</b>	<b>FEEES</b>	<b>EXPENSES</b>
HOA Fees - \$75.00/Month	\$9,000.00	
Property Taxes - Common Area		\$250.00
Insurance		\$500.00
Riverdale Water - Common Area		\$150.00
Electricity - Landscape Lights Common Area		\$120.00
Landscape Maintenance - Common Area		\$420.00
Landscape Maintenance - Homes 15.00/Week For 7 Months		\$4,200.00
Snow Removal - Sidewalks & Driveways		\$1,500.00
Legal Expenses		\$100.00
Accounting Expenses		\$300.00
Office Supplies		\$100.00
Postage		\$50.00
Contingency/Misc.		<u>\$1,310.00</u>
<b>TOTAL</b>	<b>\$9,000.00</b>	<b>\$9,000.00</b>



Height 23' @ Peak  
 40% Brick or Stone  
 Balance in Stucco or Hardiplank  
 Earth Tones



provide roof and soffit vents to comply with IRC R806

stairs more than 30" above grade shall have guardrails 36" high on open sides- IRC R316.1 and 316.2

window wells required for emergency escape and rescue with a minimum horizontal net area of 9 sq ft

The Crossing at Mitchell  
 Farms- PUD  
 1622 double garage  
 Riverdale City UT

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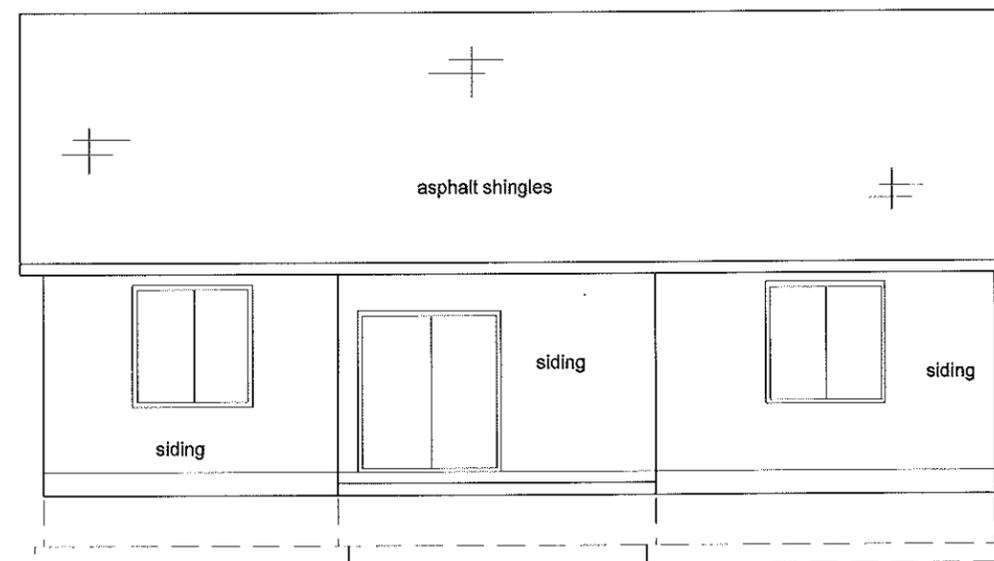
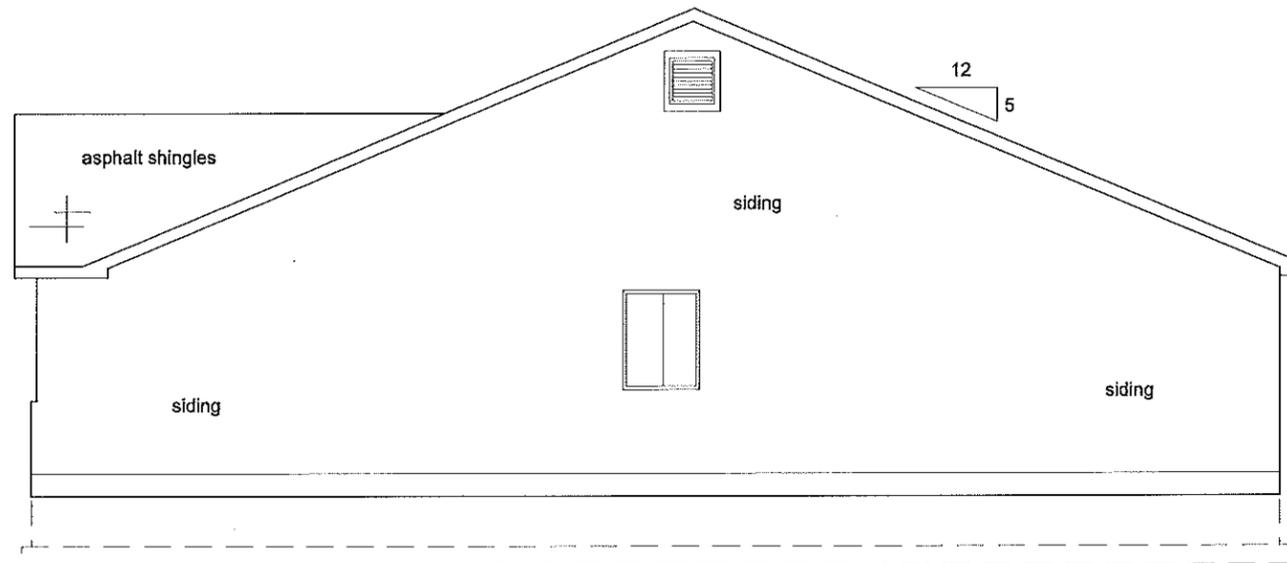
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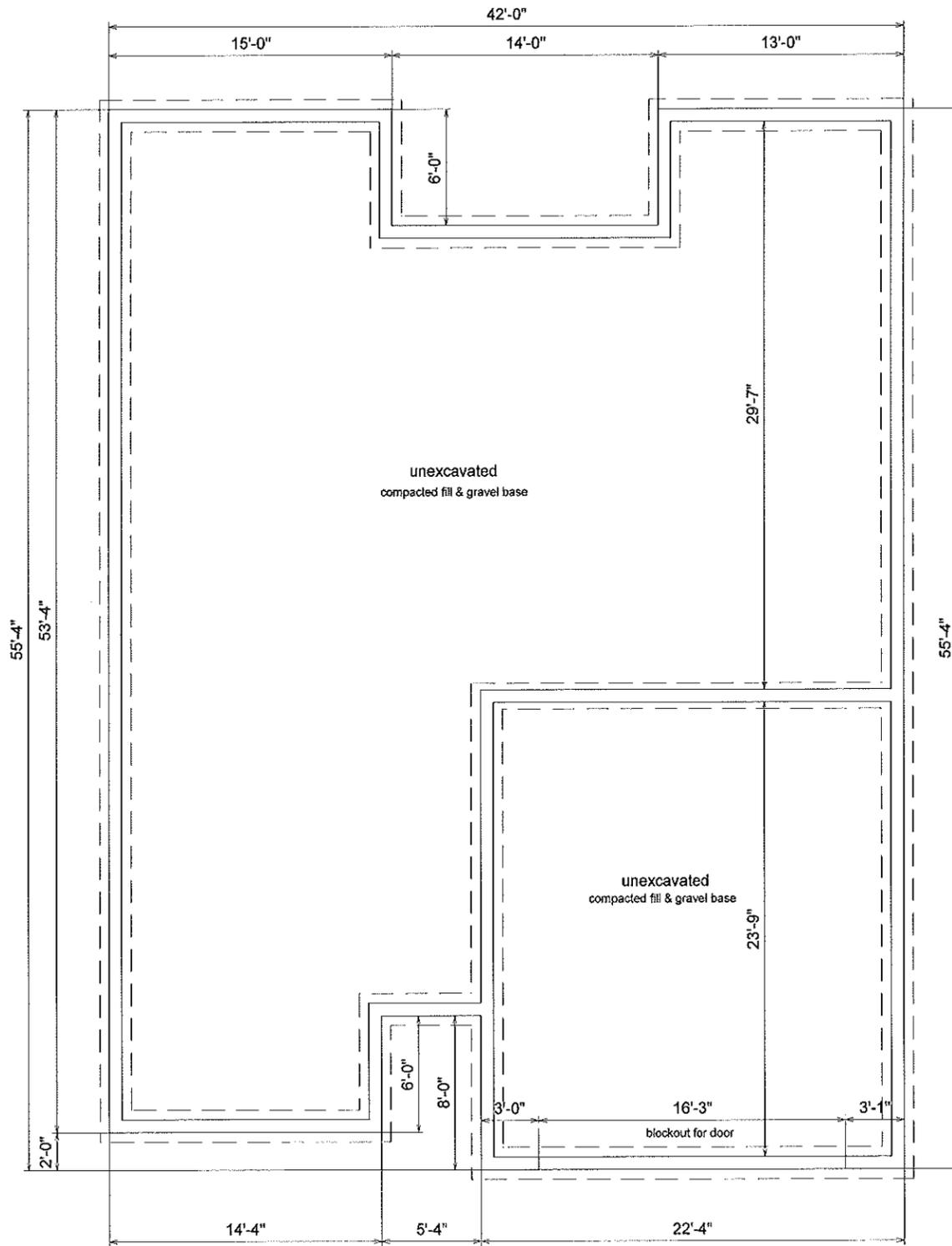
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design build plumbing, heating and electrical systems using licensed contractors

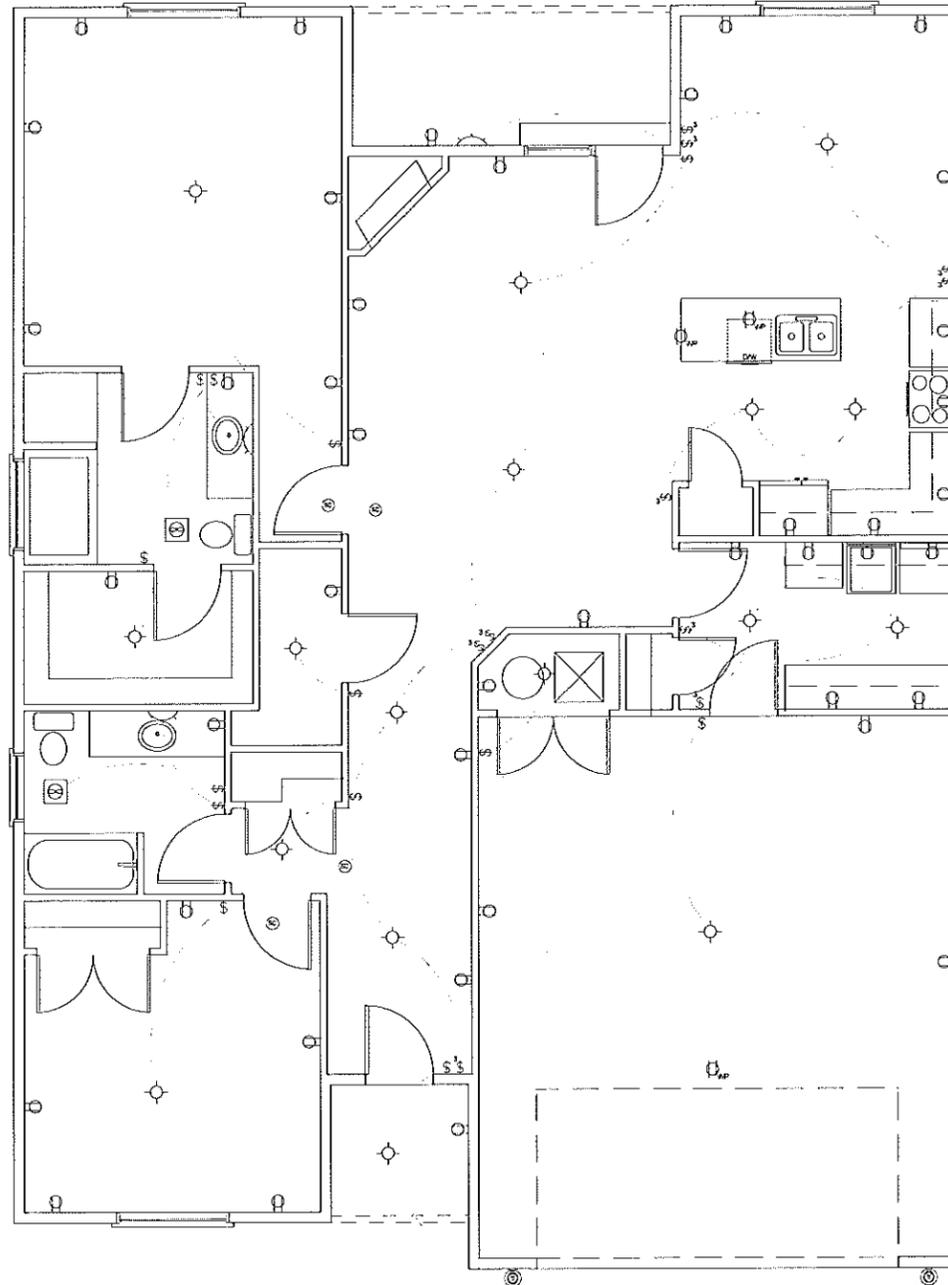
provide gfcı outlets in bathrooms, garage, kitchen, jetted tub and exterior locations

provide outdoor combustion air for fireplace and furnace- insulate floor joists for combustion air chase

seismic anchor water heater USA 502.6

provide drain under washer and vent dryer to outside

bedroom outlets to be arc-fault circuit protectors  
NEC 2002 210-12B



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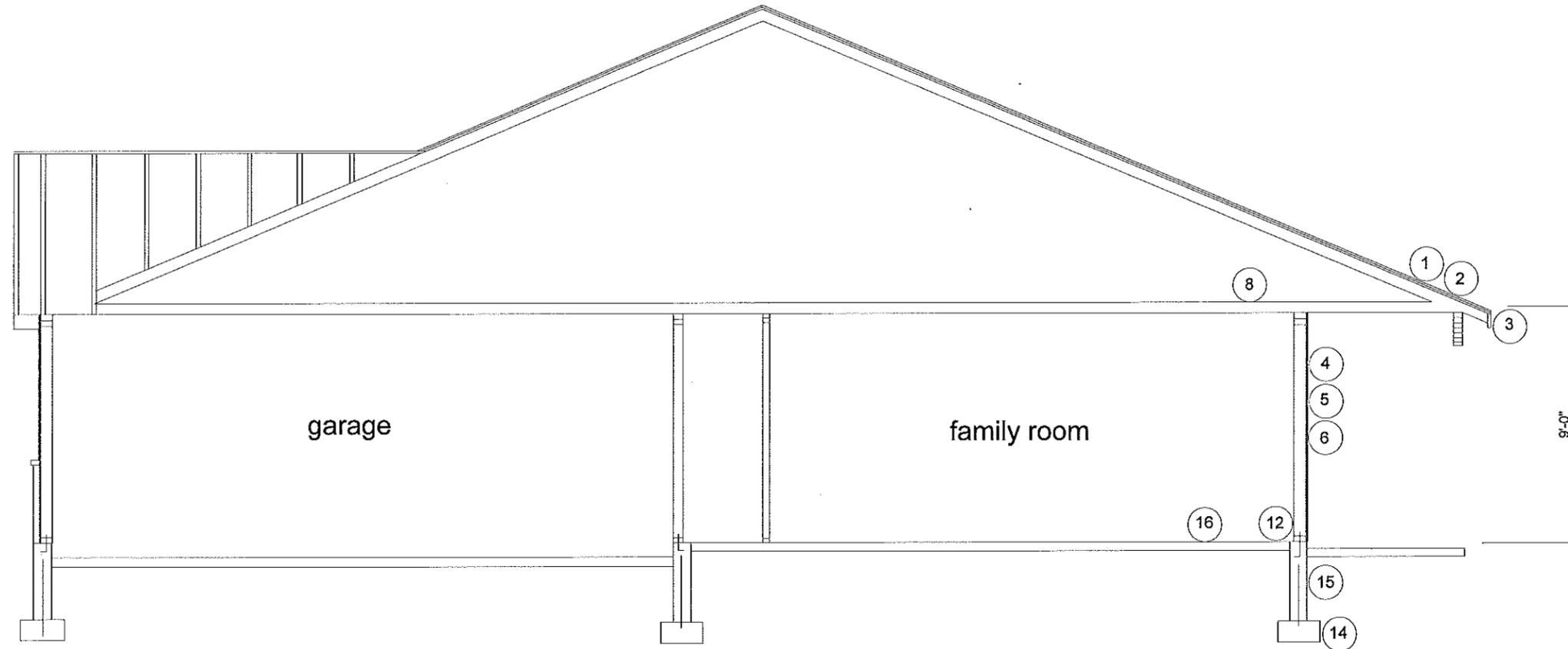
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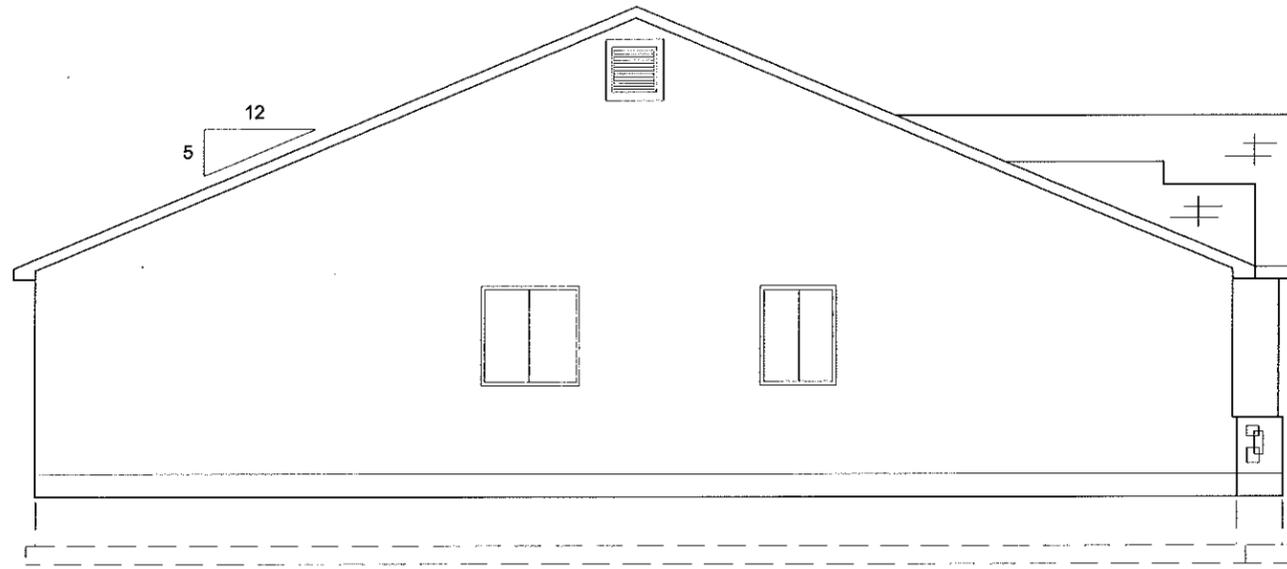
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framing section- 3/16"=1'-0

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| <ol style="list-style-type: none"> <li>1. truss roof system- see engineering details- stick frame as noted</li> <li>2. 7/16" wafer board sheathing with clips, 2 layers 15# felt and asphalt shingles- water shield to 24" inside wall line</li> <li>3. 2x4 or 2x6 backer with aluminum fascia and soffitt system</li> <li>4. 7/16" wafer board exterior sheathing- nail per engineers details</li> <li>5. 2x4- 16" o/c or 2x6- 24" o/c construction grade wall studs</li> <li>6. exterior siding as noted on the elevations</li> <li>7. R13 (2x4) or R19 (2x6) fibergall wall insulation</li> <li>8. R-38 fiberglass attic insulation</li> <li>9. 3/4" T&amp;G OSB flooring- glued and nailed</li> </ol> | <ol style="list-style-type: none"> <li>10. wood I joist floor system- see engineers details</li> <li>11. brick or stone veneer with 22 ga ties 16" o/c &amp; #9 wire in bed joints</li> <li>12. treated sill plate attached to foundation with anchor bolts</li> <li>13. corrosion resistant flashing with 1/2" drip leg extended past side of foundation</li> <li>14. concrete footing with vertical and horizontal rebar</li> <li>15. concrete foundation with vertical and horizontal rebar</li> <li>16. 4" concrete floor slab with compacted fill &amp; gravel base</li> </ol> |
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Height 23' @ Peak

40% Brick or Stone

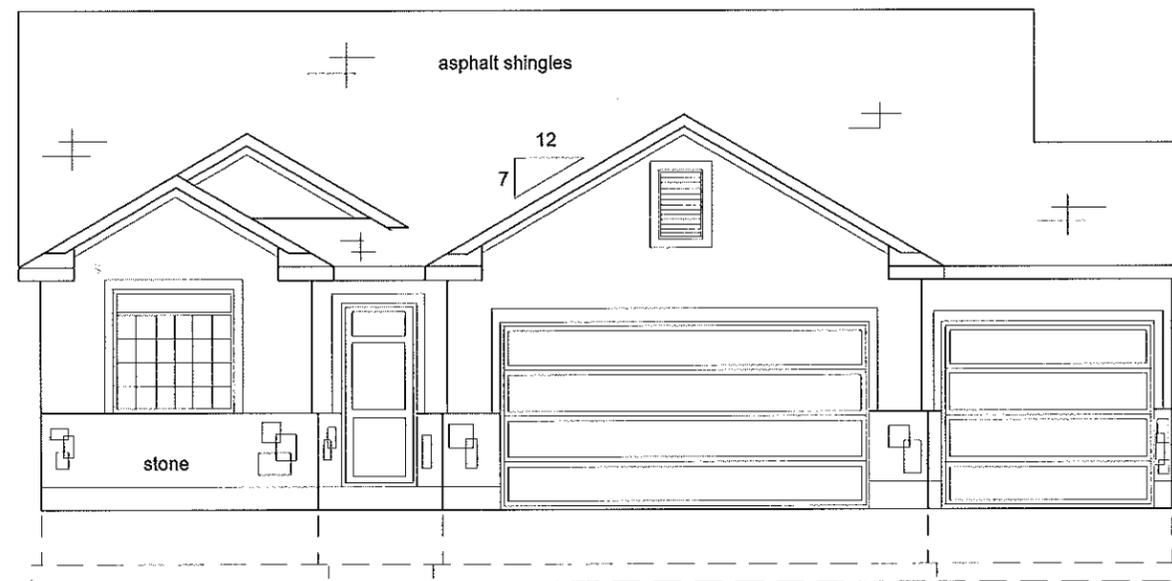
Balance in Stucco or HardiPlank

Exteriors will be in the  
Earth tones

provide roof and soffit vents to  
comply with IRC R806

stairs more than 30" above grade  
shall have guardrails 36" high on  
open sides- IRC R316.1 and 316.2

window wells required for  
emergency escape and rescue with  
a minimum horizontal net area of 9  
sq ft



The Crossing at Mitchell  
Farms- PUD  
1586 triple garage  
Riverdale City UT

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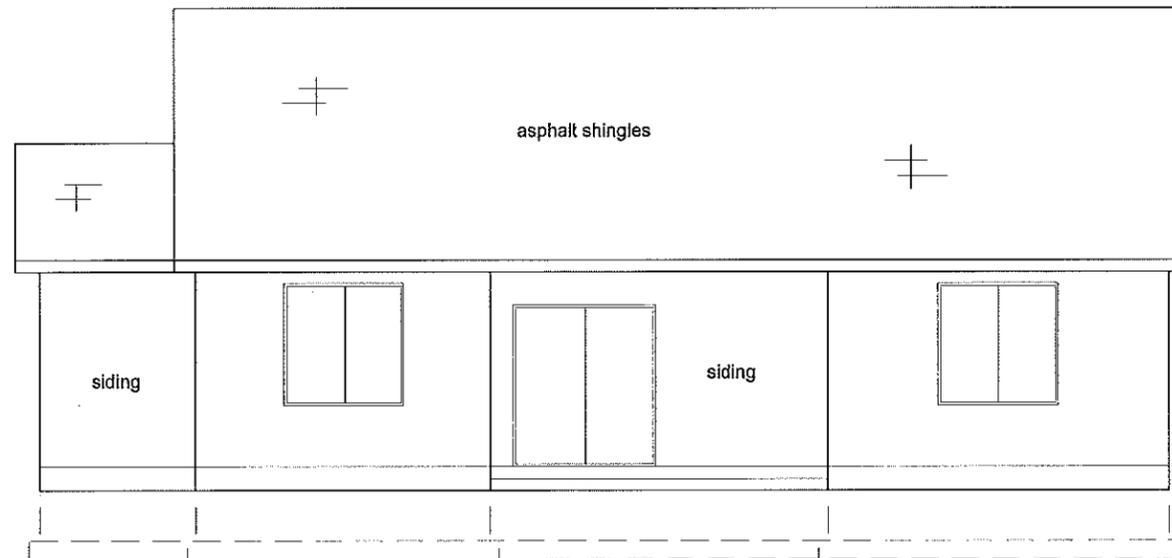
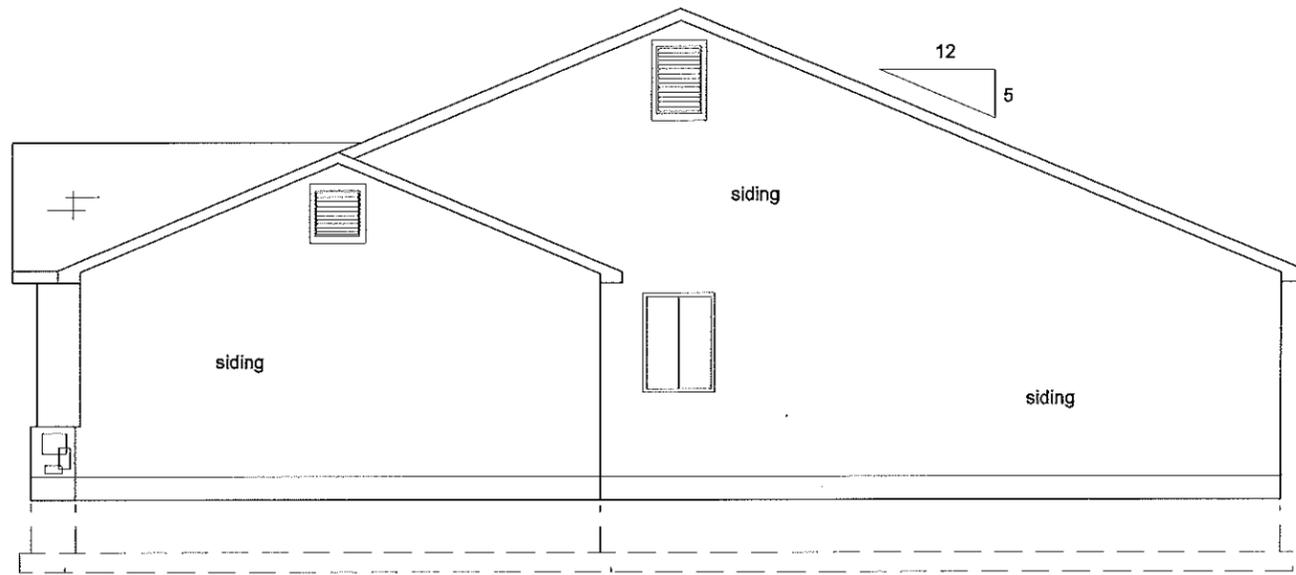
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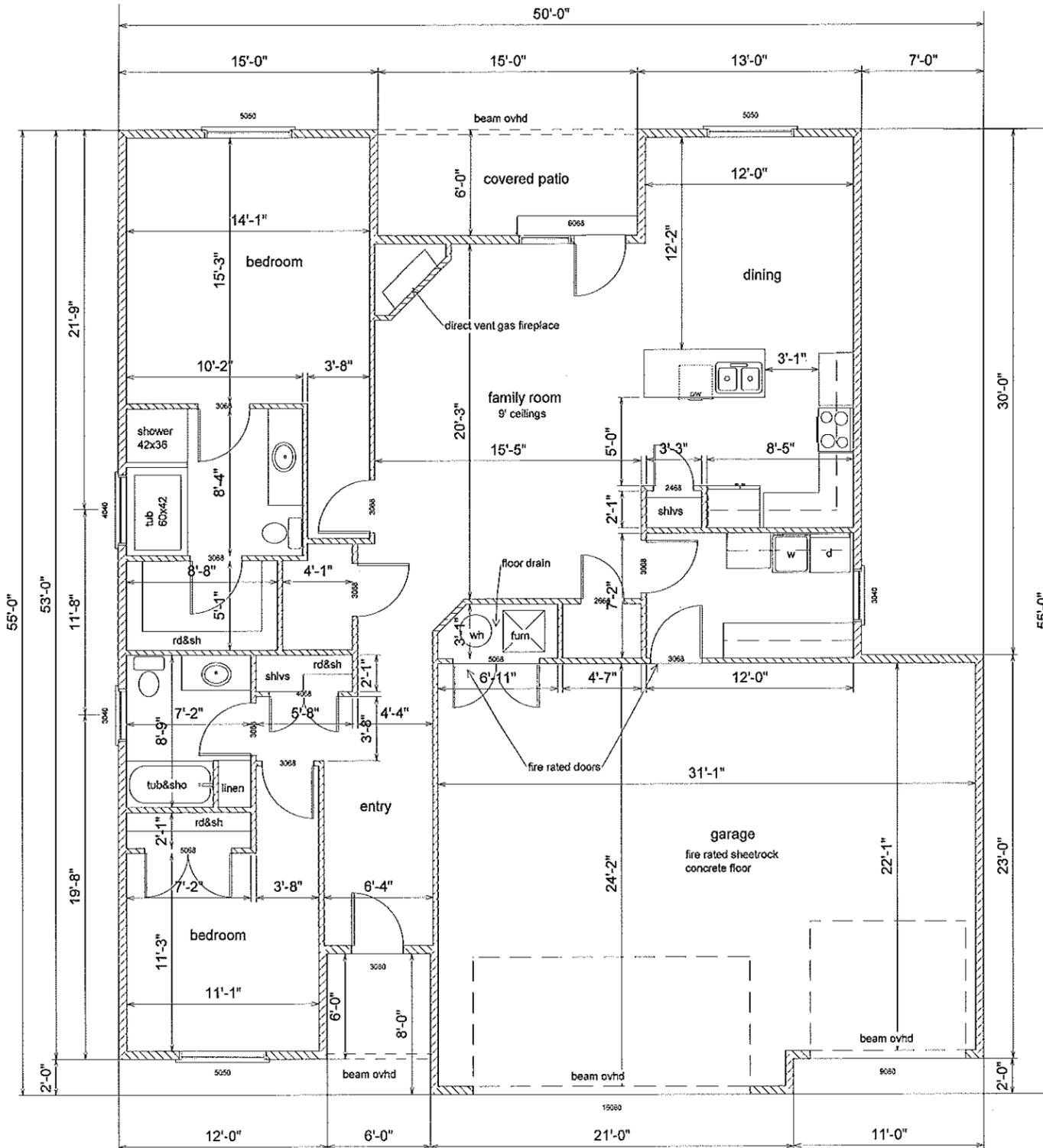
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all habitable rooms shall be provided with natural light by means of exterior glazed openings with an area not less than 8% of the floor area of such rooms and natural ventilation not less than 4% IRC303.1

glazing adjacent to a door where the nearest vertical edge is within a 24" arc of the door in a closed position and whose bottom edge is less than 60" above the floor shall be glazed in accordance with IRC 308.4



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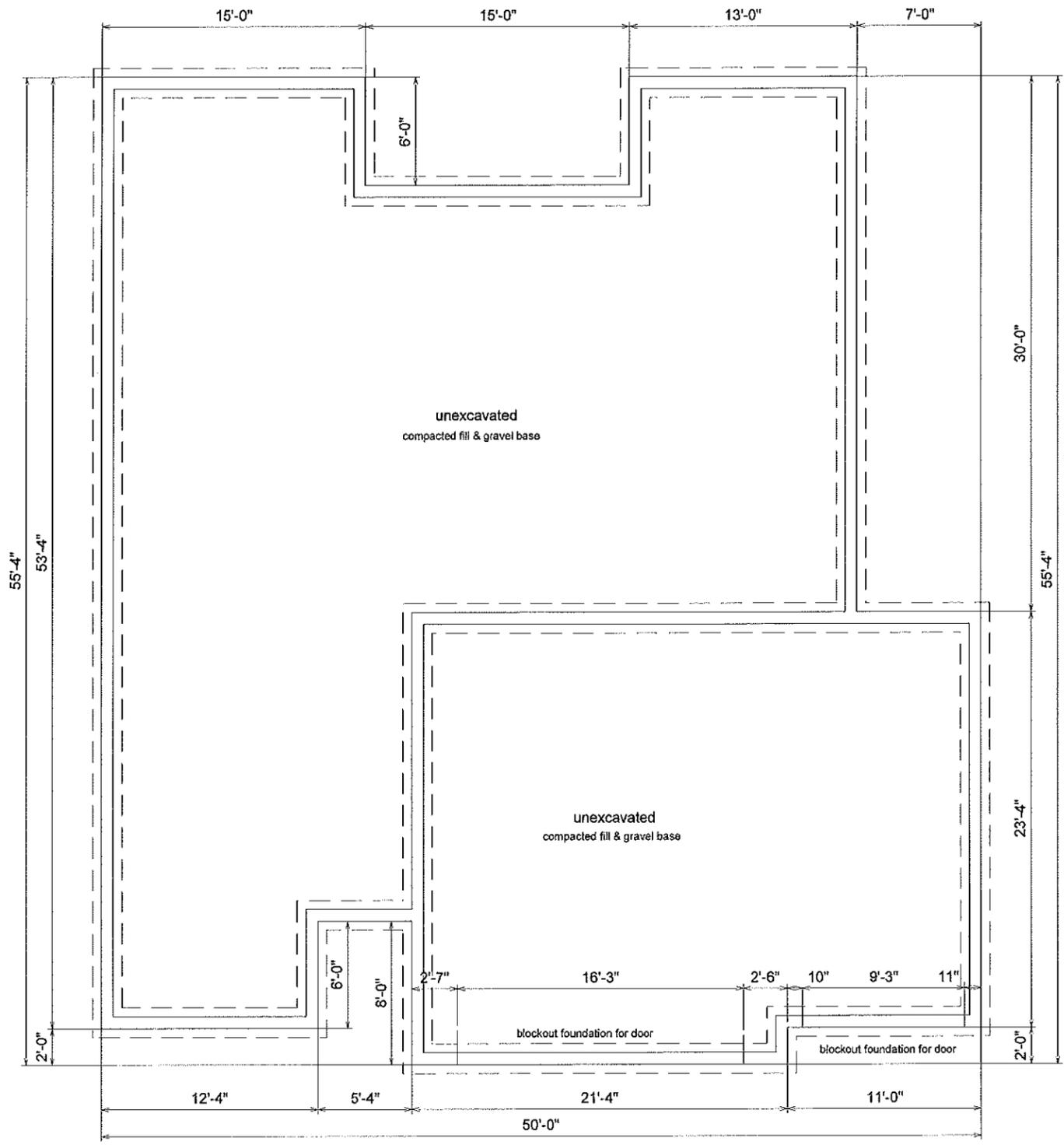
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main floor  
 1586 sq ft

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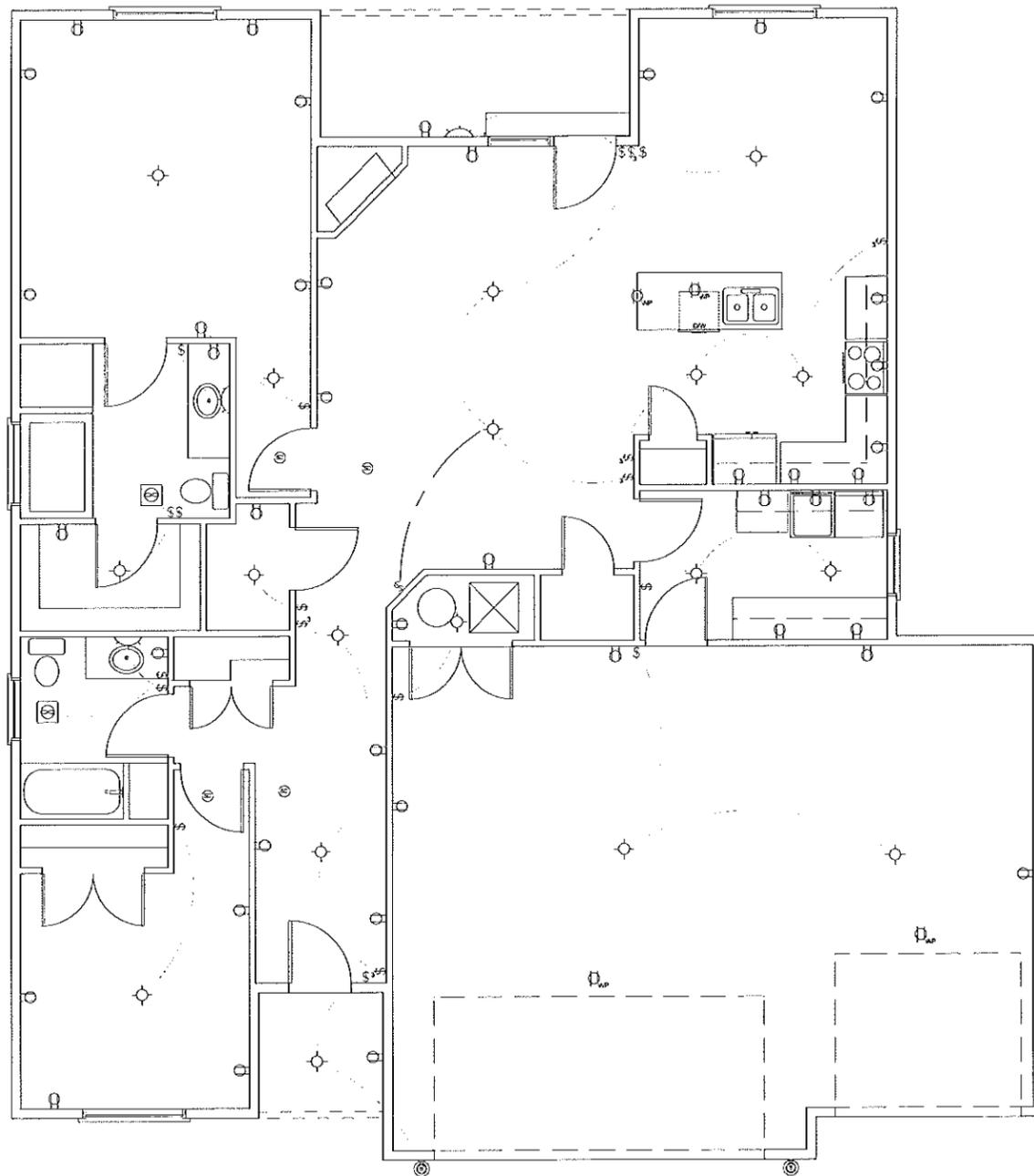
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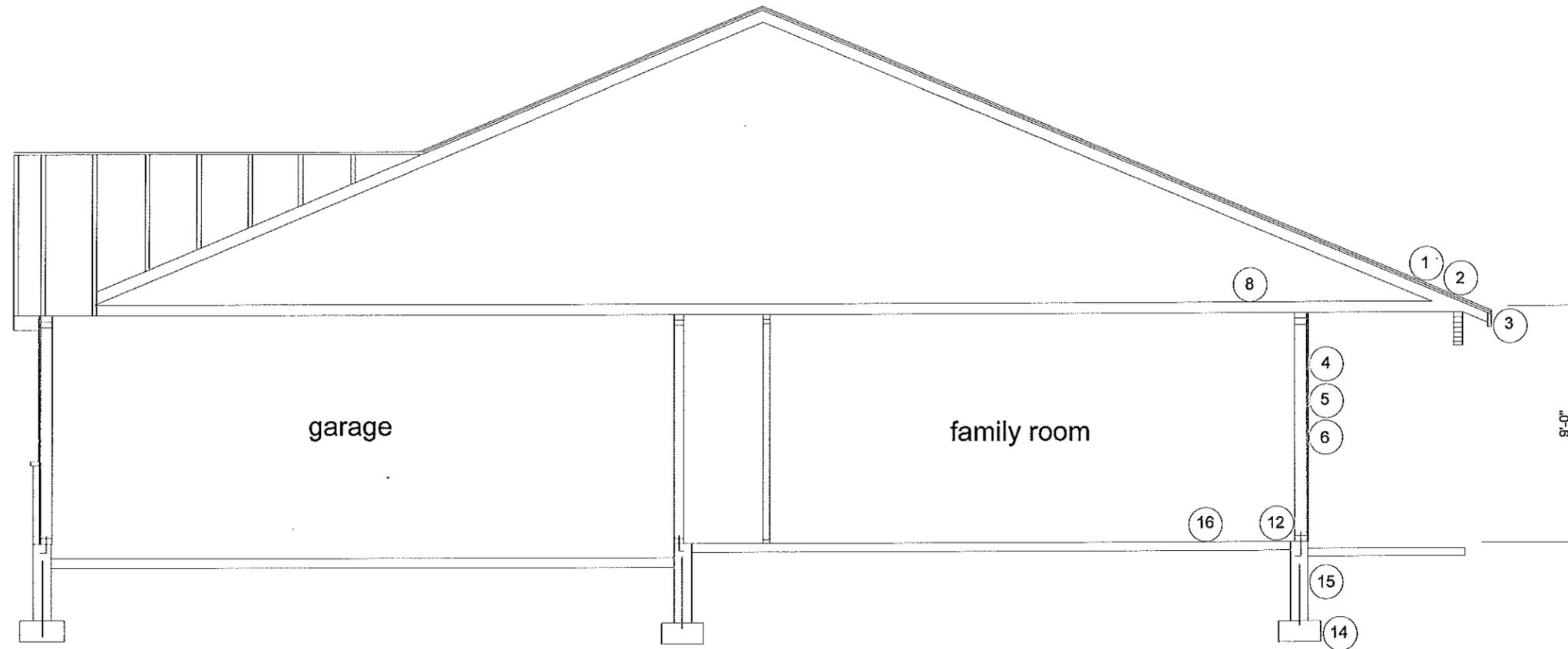
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framing section- 3/16"=1'-0

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governing code  
2012 IRC

framing details

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as noted

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february 2015

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**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF**

***THE CROSSING AT MITCHELL FARMS, P.R.U.D.***

**A PLANNED RESIDENTIAL UNIT DEVELOPMENT**

**PRELIMINARY**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION OF  
*THE CROSSING AT MITCHELL FARMS, P.R.U.D*  
A PLANNED RESIDENTIAL UNIT DEVELOPMENT**

**THIS DECLARATION** is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by **Forest Creek Construction, LLC**, a Utah Limited Liability Company, (the “Declarant”)

**RECITALS**

**ARTICLE 1** Declarant is the record owner of that certain tract of land (“The Property”) in the city of Riverdale, County of Weber, State of Utah, which is more particularly described in Exhibit attached hereto and by this reference made a part hereof. Declarant desires to create on said Property a residential development with landscaped Common Areas.

**ARTICLE 2** Declarant desires to provide for preservation of the values and amenities of the Property and for maintenance of the Common Area in the official records of Weber County, State of Utah

**ARTICLE 3** Declarant has deemed it desirable, for the efficient preservation of the values and amenities of the Property, to create an entity, which possesses the powers to maintain and administer the Common Areas and collect and disburse the assessments and charges provided for in the Declaration and otherwise administer and enforce the provisions of the Declaration. For such purposes, Declarant has caused to be incorporated under the laws of the State of Utah, as a nonprofit corporation, ***THE CROSSING AT MITCHELL FARMS HOME OWNERS ASSOCIATION (THE ASSOCIATION’)***

**NOW, THEREFORE**, for the foregoing purposes, the Declarant declares that the Property shall be subject to this Declaration and that the Property is and shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I – DEFINITIONS**

When used in this Declaration (including in that portion hereof headed (“Recitals”) the following terms shall have them meaning indicated:

- 1.1** Association shall mean The Association shall mean **THE CROSSING AT MITCHELL FARMS ASSOCIATION**, a Utah nonprofit corporation.
- 1.2** Board shall mean the Board of Trustees of the Association.

- 1.3 Common Areas shall mean all property, including rights-of-way and utilities, owned or designated on the recorded plat as being intended ultimately to be owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all easements appurtenant thereto.
- 1.4 Declaration shall mean this Declaration of Covenant, Conditions and Restrictions of The Crossing Of Mitchell Farms P.R.U.D., a Planned Development.
- 1.5 Design Committee shall mean the Design Committee established by and referred to in this Declaration.
- 1.6 Living Unit shall mean a structure, which is designed and intended for use and occupancy as a Single-Family residence, together with all improvements located on the same Residential Lot and used in conjunction with such residence.
- 1.7 Managing Agent shall mean any person or entity appointed or employed as Managing Agent pursuant to Section 4.1 of Article IV of this Declaration
- 1.8 Mortgage shall mean any mortgage, deed of trust, or trust deed or the act of encumbering any property by mortgage, deed of trust or trust deed; and mortgagee shall mean any mortgagee of a mortgage and any trustee or beneficiary of a deed of trust or trust deed.
- 1.9 Owner shall mean any person who is the owner of record (as reflected by the records in the office of the County Recorder of Weber County, Utah) of a fee or undivided fee interest in any Residential Lot, including contract sellers, but not including purchasers under contract until such contract is fully performed and legal title is conveyed of record. Notwithstanding any applicable theory relating to mortgages, no mortgagee shall be an Owner unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof. Declarant shall be an Owner with respect to each Residential Lot owned by it.
- 1.10 Property shall mean the Property described in Exhibit "A" attached hereto, which includes all land covered by this Declaration, including Common Areas.
- 1.11 Residential Lot shall mean and refer to any one of the fifty (50) lots of land within the boundary of the Property as shown upon and designated on the Plat.
- 1.12 Plat shall mean and refer to the plat of **THE CROSSING AT MITCHELL FARMS, P.R.U.D., A PLANNED RESIDENTIAL UNIT DEVELOPMENT**, prepared and certified by

\_\_\_\_\_, a licensed professional engineer, executed and acknowledged by Declarant on \_\_\_\_\_, 2015, which is being recorded in the official records of Weber County, Utah, shortly before the recording of this Declaration, a copy of which is attached hereto as Exhibit "B".

- 1.13 Member shall mean and refer to every person who holds membership in the Association.
- 1.14 Declarant shall mean Forest Creek Construction, LLC, and its successors and assigns.
- 1.15 Single Family shall mean up to three (3) living beings if there are two (2) bedrooms in the Living Unit or four (4) living beings if there are three (3) bedrooms in the Living Unit, regardless of whether such living beings are related by marriage, adoption, or natural decent or not. Due to the limited size of the Living units and for safety reasons, Owners may have no more than one (1) Single Family residing in a Living Unit, in accordance with the size of the Living Unit as outlined above.

## **ARTICLE II – SUBMISSION AND DIVISION OF PROJECT**

- 2.1 Submission The property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the real property situated in Weber County, Sate of Utah, described in Exhibit "A" attached hereto and by this reference made a part hereof. The Property is being subdivided into **ten (10) Lots**, identified as **Lots 1 thru 10, THE CROSSING AT MITCHELL FARMS, P.R.U.D., A PLANNED RESIDENTIAL UNIT DEVELOPMENT, AS IDENTIFIED IN THE PLAT.**
- 2.2 **DIVISION INTO LOTS AND COMMON AREAS.** The Property is hereby divided into Ten (10) Lots, and consisting of a fee simple interest in a portion of the Property as set forth in the Plat. All portions of the Property not designated, as Lots shall constitute the Common Area, which shall be owned by the Association for the benefit of all Owners in accordance with the provisions of this Declaration.

## **ARTICLE III – MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

- 3.1 **MEMBERSHIP:** Every Owner upon acquiring title in a residential Lot shall automatically become a member of the Association and shall remain a member thereof until such time as his/her ownership of such Residential Lot ceases for any reason, at which time his/her membership in the Association with respect to such Residential Lot shall automatically cease and the successor Owner shall become a Member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Residential Lot.

**3.2 VOTING RIGHTS:** The Association shall have the following described two classes of voting membership:

Class A. Class A members shall be all Owners, but excluding the Declarant until the Class B Membership ceases. Class A members shall be entitled to one vote for each Residential Lot in which the interest required for membership in the Association is held.

Class B. Declarant shall be the sole Class B Member, entitled to five (5) votes for each residential lot, which it owns. The Class B membership shall automatically cease and be converted to Class A membership upon the commencement of one of the following occurs:

- (a) When the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member(s).
- (b) December 31, 20\_\_\_\_.

**3.3 MULTIPLE OWNERSHIP INTERESTS:** In the event there is more than one Owner of a particular Residential Unit, the vote relating to such Residential Unit shall be exercised as such Owners may determine among themselves, but in no event shall more than one Class A vote be cast with respect to any Residential Unit. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Residential Unit concerned unless an objection is made at the meeting by another Owner of the same Residential Unit, in which event a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitled to cast the vote.

**3.4 RECORD OF OWNERSHIP:** every Owner shall promptly cause to be duly filed of record the conveyance document to him/her of his/her Residential Unit and shall file a copy of such conveyance document with the secretary of the Association, who shall maintain a record of ownership of the Residential Units. Any Owner who mortgages his Residential Unit or any interest therein by a Mortgage which had priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the mortgagee and also for the release of such Mortgage; and the secretary of the Association shall maintain all such information in the record of ownership.

**ARTICLE IV - OPERATION AND MAINTENANCE**

**4.1 DUTIES OF THE ASSOCIATION:** Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration, the Association shall have the obligations and duties to do and perform each and

every one of the following for the benefit of the Owner and the maintenance and improvement of the property.

- (a) The Association shall accept all record owners as members of the Association.
- (b) The Association shall accept title to all Common Areas conveyed to it by the Declarant.
- (c) The Association shall provide and be responsible for the management, control, operation, care, maintenance, repair, replacement, and upkeep of the Common Areas, including snow removal, and shall keep the same in good, clean, attractive, safe and sanitary condition, unless, until and except to the extent that such responsibility is transferred to and accepted by some other authority, public agency, or utility, and such transfer is agreed to by Member =s holding at least two-thirds (2/3) of the votes of each class of membership of the Association.
- (d) The Association shall responsible for the management, control, operation, maintenance, repair, replacement, and upkeep of the landscaping located in the front of each Living Unit. Should an Owner desire to change the landscaping they much first seek approval from the Design Committee as described in Article VIII below. Should the Owner be allowed to change the landscaping, the Owner will be responsible for the management, control, operation, maintenance, repair, replacement, and upkeep of said landscaping.
- (e) The association shall have the power and authority to hire a responsible corporation, partnership, firm, person or other entity to maintain he grounds that are the responsibility, as required by this Declaration, for so long as the said Owners fail to maintain the same. The cost to maintain a Lot for an Owner, whether the maintenance is voluntary or involuntary on the part of the Owner, shall be charged to the Owner and shall be included in the assessment to the Owner as provided in Article V below.
- (f) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments, levied upon any portion of the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

- (g) The Association shall obtain and maintain in force the policies of insurance required by Article IX of this Declaration
- (h) The Association shall at all times employ a responsible corporation, partnership, firm, person or other entity as the Managing Agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be such as shall be specified by the Board. Any agreement appointing a Managing Agent shall be terminable by the Board with cause upon thirty (30) days written notice thereof and at any time without cause or payment of a termination fee upon ninety (90) days written notice thereof, and the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one year periods. Any Managing Agent shall be an independent contractor and not an agent or employee of the Association.
- (i) The Association shall submit a copy each year of any annual report(s) required under the Utah Revised Nonprofit Corporation Act to the Riverdale City Planning Commission.

**4.2 POWERS AND AUTHORITY OF THE ASSOCIATION:** The Association shall have all the powers set forth in its Articles of Incorporation, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

- (a) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Residential Lot for the purpose of maintaining and repairing such Residential Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Residential Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such residential Lot in violation of Articles VII or VIII of this Declaration. The Association shall also have the power and authority fro time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunctions otherwise all of the provisions of this Declaration and such rules and regulations.

(b) In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas and Residential Lot (to the extent required herein or necessitated by the failure of the Owners of such Residential Lots) or in exercising any of its rights to construct improvements or other work upon any of the Common Areas, and provided that any contract for goods or services having a term of more than one (1) year shall state that it may be terminated by either party at the end of the first year or at anytime thereafter upon not less than ninety (90) days' written notice, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Common Areas on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or otherwise provide for:

1. Construction, maintenance, repair and landscaping of the Common Areas, including all surface run-off, drainage and detention facilities, on such terms and conditions as the Board shall deem appropriate;
2. Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Declarant, the Association, the members of the Board, the member of the Design Committee and the Owners;
3. Such utility services, including (without limitations) culinary water, secondary water, sewer, trash removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;
4. The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;
5. Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property;
6. Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary; and

(c) The Board may delegate to a Managing Agent any of its powers under this Declaration; provided, however, that the board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of \$5,000 nor the power to sell, convey, mortgage or encumber any Common Areas.

(d) Upon thirty (30) days prior written notice to the Owner, the Association shall have the power and authority to hire a responsible corporation, partnership, firm, person or their entity to maintain an Owner's Lot(s) should the Owner thereof fail to properly maintain he same. The cost to maintain a Lot for an Owner shall be charged to the Owner and may be included in the next scheduled monthly assessment to the Owner.

**4.3 ASSOCIATION RULES:** The Board from time to time and subject to the provisions of this Declaration may adopt, amend, repeal and enforce rules and regulations governing, among other thins, (a) the use and maintenance of the Common Areas; (b) the use of any utility facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals on the Property; and (e) other matters concerning the use and enjoyment of the Property and the conduct of residents.

**4.4 LIMITATION OF LIABILITY:** No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, the Design Committee or the Managing Agent.

#### **ARTICLE V - ASSESSMENTS**

**5.1 PERSONAL OBLIGATION AND LIEN:** Each Owner shall, by acquiring or in any way becoming vested with his/her interest in a Residential Lot, be deemed to Covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with late payment fees, interest and costs of collection, if and when applicable. All such amounts shall be, constitute and remain: )a) a charge and continuing lien upon the Residential Lot with respect to which such assessment is made until full paid; and )b) the personal, joint and several obligation of the Owner or Owners of such Lot at the time the assessment fails due. No Owner may exempt himself or his Residential Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Residential Lot. In a voluntary conveyance of a Residential lot, the grantee shall be jointly and severally liable with the grantor for all unpaid monthly and special assessments, late payments fees, interest , and costs of collection which shall be a charge on the Residential Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

**5.2 PURPOSE OF ASSESSMENTS:** Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Common Area; maintenance, repair, and improvements of the Common Areas; management and supervision of the Common Areas; establishing and funding of a reserve to cover major repair or replacement of improvements with the Common Areas; and any expense necessary or desirable to enable the Association to perform

or fulfill its obligations, functions or purposes under this declaration or its Articles of Incorporation. The Association shall maintain an adequate reserve fund or funds for maintenance, repairs and replacement of those elements of the Common Areas that must be maintained, repairs or replaced on a periodic basis.

**5.3 MONTHLY ASSESSMENTS:** The Board shall from time to time and in its discretion set the amount of the monthly assessment in an amount reasonably estimated by the Board to be sufficient to meet the obligations imposed by this Declaration and on the basis specified in Section 5.7 below.

**5.4 SPECIAL ASSESSMENTS:** From and after the date set under Section 5.8 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with the funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas. Any such special assessment must be assented to by a majority of the votes of the membership which Owners present in person or represents by proxy are entitled to cast at a meeting duly called for that purpose. Written notice setting for the purpose of such meeting shall be sent to all Owners at least ten (10) but not more than thirty (30) days prior to the meeting date.

**5.5 QUORUM REQUIREMENTS:** The quorum at any meeting required for any action authorized by Section 5.4 above shall be as follows: At the first meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Section 5.4) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

**5.6 SPECIAL ASSESSMENT ON SPECIFIC RESIDENTIAL LOTS:** In addition to the monthly assessment and any special assessment authorized pursuant to Section 5.4 above; the Board may levy at any time special assessments (a) on every Residential Lot especially benefited by any improvement to adjacent sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Residential Lot to be charged, (b) on every Residential Lot or the Owner or occupant of which shall cause any damage to the Common Areas necessitating any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 4.2 (a) of Article IV or other provisions of this Declaration. The aggregate amount of any such special assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Residential Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. If a special benefit arises from any

improvement which is part of the general maintenance obligations of the Association. It shall not give rise to a special assessment against the Residential Lots benefited.

**5.7 UNIFORM RATE OF ASSESSMENT:** All monthly and special assessments authorized by Section 5.3 or 5.4 above shall be fixed at a uniform rate for all Residential Lots; provided, however, that until a Residential Lot has been both fully improved with a Living Unit and occupied for the first time for residential purposes, the monthly assessment applicable to such Residential Lot shall be ten percent (10%) of the monthly assessment which would otherwise apply to such Residential Lot. No amendment of this Declaration changing the allocation ratio of such assessments shall be valid without the consent of the Owners of all Residential Lots adversely affected.

**5.8 Monthly Assessment Due Dates:** The monthly assessments provided for herein shall commence as to all Residential Lots as of the second month following fifteen (15) days prior to such commencement date and at least fifteen (15) days prior to the effective date of any change in the amount of monthly assessments, the Associate shall give each Owner written notice of the amount and first due date of the assessment concerned.

**5.9 CERTIFICATE REGARDING PAYMENT:** Upon the request of any Owner or prospective purchaser or encumbrance of a Residential Lot and upon the payment of reasonable fee to the Association to cover administrative costs, the Association shall issue a certificate stating whether or not payment of all assessments respecting such Residential Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who rely thereon in good faith.

**5.10 EFFECT OF NONPAYMENT - REMEDIES:** Any assessment not paid when due shall, together with interest and costs of collection, be, constitute, and remain a continuing lien on the affected Residential Lot. If any assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the due date at the rate of one and one-half percent (1-1/2%) per month; and the Association may bring an action against the Owner who is personally liable or may foreclose its lien against the Residential Lot, or both. Any judgment obtained by the Associate in connection with the collection of delinquent assessments and related charges shall include reasonable attorney's fees, court costs and every other expense incurred by the Association in enforcing its rights.

**5.11 SUBORDINATION OF LIEN TO MORTGAGES:** The lien of the assessments provided herein shall be subordinate to the lien of any first Mortgage to a bank, savings and loan association, insurance company or other institutional lender; and the holder of any such first Mortgage or purchaser who comes into possession of a Residential Lot by virtue of the foreclosure of such Mortgage or the exercise of a power of sale under such mortgage, or by deed in lieu of foreclosure, shall take free of such

assessment lien as to any assessment which accrues or becomes due prior to the time such holder or purchaser takes possession of such Residential Lot; provided, that to the extent there are any proceeds of the sale on foreclosure of such Mortgage or by exercise and such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer shall relieve any resident Lot from the lien of any assessment thereafter becoming due.

## **ARTICLE VI – PROPERTY RIGHTS AND CONVEYANCES**

**6.1 EASEMENT CONCERNING COMMON AREAS:** Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Residential Lot and in no event shall be separated therefrom. Any Owner may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant lessee, contract purchaser, or other person who resides on such owner's Residential Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Areas except for the necessary parking, access, communication, utility, drainage and sewer purposes for which such easement are intended for use in common with others.

**6.2 FORM OF CONVEYING LEASES:** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Residential Lot shall describe the interest or estate involved substantially as follows:

Lot No. \_\_\_\_\_ of **THE CROSSING AT MITCHELL FARMS, P.R.U.D., A PLANNED RESIDENTIAL UNIT DEVELOPMENT**, according to the Plat thereof recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, of the Official Records of Weber County, which Lot is contained with **THE CROSSING AT MITCHELL FARMS, P.R.U.D., A PLANNED RESIDENTIAL UNIT DEVELOPMENT**, identified in the "Declaration of Covenants, Conditions, and Restrictions of **THE CROSSING AT MITCHELL FARMS, P.R.U.D., A PLANNED RESIDENTIAL UNIT DEVELOPMENT**, recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_. **SUBJECT TO** the covenants, conditions, restrictions, easements, charges and liens provided for in said Declaration of Covenants, Conditions and Restriction.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Residential Lot. Any lease of a Residential Lot shall be in writing and shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and By-laws of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the Lease.

**6.3 TRANSFER OF TITLE TO COMMON AREAS:** Declarant shall convey to the Association title to the various Common Areas free and clear of all liens (other than

the lien of current general taxes and the lien of any non delinquent assessments, charges or taxes, imposed by governmental or quasi-governmental authorities), as each such Common Area is substantially completed.

**6.4 LIMITATION ON EASEMENT:** An Owner's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

(a) The right of the Association to govern by rules and regulations the use of the Common Areas for the Owners so as to provide for the enjoyment of the Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Residential Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Areas;

(b) The right of the Association to suspend an Owner's right to the use of any amenities included in the Common Areas for any period during which an assessment on such Owner's Residential Lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Owner of the provisions of this Declaration or of any rule or regulation promulgated by the Board;

(c) The right of Weber County and Riverdale City, and any other governmental or quasi-governmental body having jurisdiction over the Property over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, and providing any other government or municipal service, and

(d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association, provided that such dedication or transfer must first be assented to in writing by (1) all holders of first mortgages secured by residential Lots, and (2) the Owners of at least seventy-five percent (75%) of the Residential Lots (not including Residential Lots owner by Declarant). No such dedication or transfer, however, may take place without the Association first receiving written approval from Riverdale City pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

**6.5 RESERVATION OF ACCESS AND UTILITY EASEMENTS:** Declarant reserves easements for access, electrical, gas, communications, cable television and other utility purposes and for sewer, drainage and water facilities, (whether servicing the

Property or other premises or both) over, under, along, across and through the Property, together with the right to grant to Riverdale City and Weber County, or any other appropriate governmental agency or to any public utility or other corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair or any facilities as provided for in any such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement right to the approximate condition of the Property immediately prior to the exercise thereof.

**6.6 EASEMENTS FOR ENCROACHMENTS:** If any part of the Common Areas as improved by Declarant now or hereafter encroaches upon any Residential Lot or if any structure constructed by Declarant on any Residential Lot now or hereafter encroaches upon any other Residential Lot or upon any portion of the Common Areas, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Residential Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachment of such structure upon any other Residential Lot or upon any portion of the Common Areas due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

**6.7 Easements for Construction and Development Activities:** Declarant reserves easements and rights of INGRESS and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonable incident to or necessary for the (a) construction of Living Units on Residential Lots, (b) improvement of the Common Areas and construction, installation and maintenance thereon of access roads, walkways, building, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners, and (c) construction, installation and maintenance on lands within, adjacent to, or serving the Property of walkways, and other facilities, planned for dedicating to appropriate governmental authorities. The reservations contained in this paragraph shall expire twenty (20) years after the date on which this Declaration was first filed for the record in the Office of the County Recorder of Weber County, Utah.

**6.8 GRANT OF EASEMENT TO RIVERDALE CITY:** Declarant hereby dedicates, grants, and conveys to Riverdale City a perpetual right-of-way and easement over, upon and under the lands designated on the Plat as Common Area and easements for Public Utility and drainage purposes as indicated on the Plat, the same to be used for the installation, maintenance and operation of public utility service lines and storm drainage facilities, the same to be maintained and managed by the Association.

**6.9 EASEMENT FOR ACCESS FOR MAINTENANCE, REPAIRS AND UPKEEP:** Declarant reserves perpetual easements for access over, under, along, across and through that portion of each Residential Lot which immediately abuts the Living Unit located on any neighborhood Residential Lot (hereinafter referred to as the "Easement Lot"), said easement being ten (10) feet in width and the length thereof being equal to the entire length of the specific side property line of said Easement Lot abutting the Living Unit on any neighboring Residential Lot, together with the right to grant to Riverdale City and Weber County, or any other appropriate governmental agency or to any public utility or other corporation or association or applicable Owner of Residential Lot adjacent to an Easement Lot easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions require by the grantee there of such easement rights for maintenance, Repairs and Upkeep of any structure so situated, provided, however, that such easement right must be exercised in such a manner as not to interfere unreasonable with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the association and in connection with the installation, maintenance, or repair of any facilities or structures as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning the exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

## **ARTICLE VII – LAND USE RESTRICTIONS AND OBLIGATIONS**

### **7.1 GENERAL RESTRICTIONS AND REQUIREMENTS:**

(a) No improvement, excavation, fill or other work (including the installation of any wall or fence) which in any way alters any Residential Lot from its natural or improved state existing on the date such Residential Lot is first conveyed by Declarant to a purchaser shall be made or done except upon strict compliance with the provisions of this Article VII and the provisions of Article VIII.

(b) Residential Lots shall be used only for single-family residential purposes, and no more than one Living Unit shall be constructed on any Residential Lot. The facilities and improvements constitution part of the Common Areas shall be used only for the purposes and uses for which they are designed. Common areas shall be used only for natural recreational uses which do not injure or scar the Common Areas or the vegetation thereof, increase the cost of the maintenance thereof or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their Residential Lots, and Living Units or the Common Areas.

(c) Business, professions or trades may be operated or maintained in a Residential Lot subject to the prior written approval of the Board, which approval shall not be unreasonably withheld, subject to the following limitations: (i) any such business, profession or trade may not require heavy equipment or create a nuisance within

the Project, (ii) may not noticeably increase the traffic flow to the project, (iii) may not be observable from outside the Residential Lot, and (iv) may only be carried on following approval from Riverdale City pursuant to all applicable state and city laws, rules and ordinances in effect at the time any such use is requested. Specifically, it is contemplated that certain business, professions or trade which rely heavily on the Internet and other similar types of technological advance may be operated or maintained within a Residential Lot, subject to the foregoing limitations and all other limitations of this Declaration.

(d) No noxious or offensive activity shall be carried on upon any Residential Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Residential Lots, and Living Units or the Common Areas. Without limiting the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively to protect the security of the Residential Lot and Living Unit thereon, shall be placed or used upon any Residential Lot without the prior written approval of the Design Committee.

(e) No furniture, fixtures, appliances or other goods and chattels shall be stored in such a manner as to be visible from neighboring Residential Lots, streets or Common Areas.

(f) Each Residential Lot, and all improvements located thereon, shall be maintained by the Owner thereof, in good condition and repair, and in such a manner as not to create a fire hazard, all at the Owner's expense.

(g) All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible for neighboring Residential Lots, streets or Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the rules and regulations of the Board.

(h) No Residential Lot shall be subdivided.

(i) All improvements shall be constructed in accordance with applicable building line and setback provisions of zoning ordinances.

(j) All structures constructed on any Residential Lot shall be constructed with new materials unless otherwise permitted by the Design Committee; and no used structures shall be relocated or placed on any Residential Lot.

(k) No Structure or improvement having a height of more than one (1) story shall be constructed on any Residential Lot; provided, however, that the height of a structure or improvement may exceed one (1) story if permitted by law and if the Design Committee determines that the proposed height is compatible with the physical site involved and adjoining properties.

(l) Living Units on all Residential Lots shall measure a minimum of 1500 square feet, excluding any garage space.

(m) Living Units on all Residential Lots shall have a minimum of a two (2) car attached garage.

(n) Vehicles shall not be parked upon any of the streets or streets within the Property unless prior written approval is received from the Board or as allowed by law. Furthermore, not more than one (1) car may be parked on any driveway on any Residential Lot. All other vehicles shall be parked in a garage located on a Residential Lot. No Recreational Vehicles, including Motor Homes, ATVs, Snowmobiles and the like, may be parked on any street located within the Property or in the driveway of any Residential Lot.

(o) Aluminum, vinyl and or steel siding shall only be used in soffit and fascia areas of Living Units constructed upon Residential Lots.

(p) The exterior covering of all Living Units shall be of brick or native stone and stucco, as determined by the Declarant. Once a Residential Unit is constructed, no Owner shall change or alter the exterior coverings of the Unit unless prior written approval is obtained from the Design Committee.

(q) No Living Unit shall be permitted to remain incomplete for a period in excess of one (1) from the date of commencement of construction unless any delays are approved by the Design Committee.

(r) No accessory building shall be constructed on any Residential Lot unless specifically allowed by architectural standards prior approved by the Design Committee. In the absence of any architectural standards, no such accessory building shall be allowed.

(s) No exterior lighting of any sort shall be installed or maintained on a Residential Lot if the light source shines directly into a neighboring residence.

(t) No Living Unit shall be occupied until the same is substantially completed in accordance with the plans of the Unit type.

(u) No Owner of any Residential Lot, except Declarant, shall build or permit the building thereon of any structure that is to be used as a model or exhibit unless a permit to do so is first granted by the Design Committee.

(v) No improvement which suffers partial or total destruction shall be allowed to remain on any Residential Lot in such a state for more than three (3) months after the date of such destruction.

(w) No outside toilet, other than self-contained portable toilet units used during construction, shall be placed or constructed on any Residential Lot or the Common Areas. All plumbing fixtures, dishwashers, garbage disposals, toilets and sewage disposal systems shall be connected to a sewage system.

(x) No fuel tanks or similar storage facilities shall be constructed or used on any Residential Lot or in the Common areas.

(y) No exterior antenna or satellite dish or any sort shall be installed or maintained on any Residential Lot except of a height, size and type approved by the Design Committee. No activity shall be conducted within the Property, which interferes with television or radio reception.

(z) No Outside clotheslines and other outside clothes drying or airing facilities shall be maintained on any Residential Lot unless the same is maintained within a fenced enclosure and not visible from the streets.

(aa) No drilling (except for a water well expressly permitted), refining, quarrying or mining operations of any kind shall be permitted upon any Residential Lot or the Common Areas, and no derrick, structure, pump or equipment designed for use in any such activity shall be erected, maintained or permitted on any Residential Lot or the Common Areas. There shall be no water well developed on any Residential Lot by the Owner thereof unless (i) a permit is first obtained from the Board and (ii) the Board first approves the location and facilities used in connection with such well.

(bb) There shall be no blasting or discharge of explosives upon any Residential Lot or the Common Areas except as permitted by the Board, provided that this provision shall in no way limit or restrict Declarant in its activities in connection with and during the development and sale of Residential Lots.

(cc) No signs whatsoever shall be erected or maintained upon any Residential Lot, except:

Such signs as may be required by legal proceedings,

Such signs as Declarant may erect or maintain on a Residential Lot prior to sale and conveyance,

One "For Sale" or "For Rent" sign having a maximum face area of eight (8) square feet and a maximum height of six (6) feet and referring only to the premises on which it is situated.

(dd) Except to the extent used by Declarant in connection with and during the development and sale of Residential Lots, no mobile home or similar facility shall be placed upon any Residential Lot, the Common Areas, or adjoining public streets except for temporary storage in strict accordance with the rules and regulations of

the Board. No stripped down, wrecked or junk motor vehicles shall be kept, parked, stored or maintained on any Residential Lot, Common Areas, or streets. No large commercial vehicle, motor home, camping trailer, snowmobile trailer, or the like, shall be parked on any Residential Lot, streets, or Common Areas except as prior approved by the Board.

(ee) Maintenance of any animals on any Residential Lot shall be subject to the following restrictions and limitations:

1. No livestock of any kind, including, but not limited to, pigs, cows, goats, sheep, horses, etc. may be kept or maintained on any Residential Lot.
2. No dangerous or nuisance animals, as defined by the Board, may be maintained or kept on any Residential Lot.
3. The area of any Residential Lot occupied by an animal shall be properly Maintained so as not to create an noxious or offensive odors or conditions which is or ma become a nuisance or may cause disturbance or annoyance to other Owners in the Project.
4. No animals shall be permitted on the Common Areas except when accompanied by and under the control of the persons to whom they belong
5. The use and control of any animals shall be subject to further control by rules and regulations promulgated by the Board.

(ff) Subject to further control by rules and regulations promulgated by the Board, only one generally recognized house pet weighing twenty-five (25) pounds or less shall be kept on any Lot. House pets shall be permitted on the Common Areas when accompanied by and under the control of the person to whom they belong. No animals of any kind shall be raised for commercial purposes unless prior written approval is obtained from the Board.

(gg) There shall be no exterior fires, except fires started and controlled by the Association incidental to the maintenance and preservation of any portion or the Property and barbecue and incinerator fires contained within facilities or receptacle designed for such purposes. No Owner shall cause or permit any condition which creates a fire hazard, creates a nuisance, or is in violation of any fire prevention regulations.

(hh) There shall be no camping upon any Residential Lot or Common Areas except as permitted by the Board by written license.

(ii) No Owner or guest shall park any vehicle or cause any obstruction in front of a driveway.

**7.2 EXEMPTION OF DECLARANT:** Notwithstanding the provisions of Section 7.2, the Declarant shall have the right to use any Residential Lot or Living Unit owner by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and sale of all Residential Lot owned by Declarant.

**7.3 ENFORCEMENT OF LAND USE RESTRICTIONS:** The following persons shall possess the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- (a) Declarant, so long as it has any interest in any of the Property or Residential Lots;
- (b) Any Owner; or
- (c) The Association;
- (d) The Design Committee, specifically, shall possess only the rights and responsibilities of review and approval outlined in this Declaration and shall not possess the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration.
- (e) The individual members of the Design Committee may possess such right of enforcement only in the event they are also one of the parties specified in paragraphs 7.3(a), (b) or (c) above possessing such right, but not in their capacity as a Design Committee member.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

**7.4 CONDITIONAL NOTES ON PLAT:** Neither the Association nor any Owner of a Residential Lot shall have the authority to waive or alter the conditions or requirements set out as notes on the Plat.

### **ARTICLE VIII - ARCHITECTURAL CONTROL**

**8.1 ORGANIZATION OF THE DESIGN COMMITTEE:** There shall be a Design Committee consisting of not fewer than three (3) members. The members of the Design Committee need not be Owners. Declarant shall have the right to appoint, remove and increase the number of members of the Design Committee; provided that such right shall vest in the Board upon the expiration of any continuous period of eighteen (18) months during which Declarant at all times owns less than ten percent (10%) of the Residential Lots then covered by this Declaration. Declarant may

voluntarily relinquish control of the Design Committee to the Board at any time. Whenever the Design Committee consists of more than three (3) members, it may designate subcommittees, each consisting of at least three (3) members. Unless authorized by the Board, the members of the Design Committee shall not receive any compensation, but all members shall be entitled to reimbursement from the Association for reasonable expenses incurred in the performance of any Design Committee function.

**8.2 ACTIONS REQUIRING APPROVAL:** No fence, wall Living Unit, accessory or additions to a Living Unit, or landscaping or together improvement of a Residential Lot shall be constructed or performed, nor shall any alteration of any structure on any Residential Lot including a change in exterior color, be made, unless complete plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall first be submitted to and approved by the Design Committee.

**8.3 STANDARD OF DESIGN REVIEW:** Before granting any approval of plans and specifications, the Design Committee shall determine to its reasonable satisfaction that such plans and specifications (a) conform to all architectural standards contained in this Declaration and all further architectural standards promulgated from time to time by the Board and (b) provide for a structure, alteration landscaping or other improvements in harmony as to external design and location with surrounding structures and topography.

**8.4 DESIGN COMMITTEE RULES AND ARCHITECTURAL STANDARDS:** The Board may, upon recommendation from the Design Committee, adopt and file as a matter of public record reasonable rules related to the efficient review of plans and specifications including requirements as to the number of sets of plans and specifications to be submitted, the fixing of a review or variance request fee not exceeding Fifty Dollars (\$50.00) per review or variance request, the details to be shown on plans and specifications, and design guidelines consistent with this Declaration and covering such matters as setbacks, height limitations, restrictions on minimum or maximum size and quality of structures.

**8.5 APPROVAL PROCEDURE:** The Design Committee and any subcommittees thereof shall meet from time to time as necessary to perform the duties of the Design Committee. The Vote or written consent of a majority of the Design Committee or any authorized subcommittee shall constitute the act of the Design Committee. Any plans and specifications submitted to the Design Committee shall be approved or disapproved within thirty, (30) days after receipt by the Design Committee. If the Design Committee fails to take action within such period, the plans and specifications shall be deemed to be approved as submitted.

**8.6 VARIANCE PROCEDURE:** If plans and specifications submitted to the Design Committee are disapproved because such plans and specifications are not in conformity with applicable architectural standards, the party or parties making such

submission may submit a request for variance to the Design Committee, which shall make a written recommendation of approval or disapproval of the requested variance to the Board. The Board shall approve or disapprove the request for variance in writing. If the Board fails to approve or disapprove a request for variance within sixty, (60) days after such request is submitted to the Design Committee, such request shall be deemed to be denied.

**8.7 NON-WAIVER:** The approval by the Design Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Design Committee to disapprove any similar plans and specifications.

**8.8 COMPLETION OF CONSTRUCTION:** Once begun, any improvements, construction, landscaping or alterations approved by the Design Committee shall be diligently prosecuted to completion in strict accordance with the plans and specifications approved by the Design Committee.

**8.9 EXEMPTION OF DECLARANT:** The provisions of this Article shall not apply to any improvement, construction, landscaping or alteration made or performed by Declarant on any Residential Lot or portions of the Common Areas at any time during the twenty (20) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Weber County, Utah.

**8.10 ESTOPPEL CERTIFICATE:** Within thirty (30) days after written demand therefor is delivered to the Design Committee by any Owner and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Board, the Design Committee shall issue an estoppel certificate in recordable form executed by any two of its members, certifying with respect to any Residential Lot of such Owner that as of the date thereof either (a) all improvements and other work made or done upon or within such Residential Lot by the Owner, or otherwise, comply with this Declaration, or (b) such improvements or work do not so comply, in which event the certificate shall also (i) identify the nonconforming improvements or work, and (ii) set forth the nature of such noncompliance. Any mortgagee or purchaser from the Owner shall be entitled to rely on such certificate with respect to the matters therein set forth.

**8.11 DISCLAIMER OF LIABILITY:** Neither the Design Committee, nor any member thereof acting in good faith shall be liable to the Association to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and pursuant to approved plans, drawings and specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the Property, or (d) any engineering or other defect in approved plans and specifications.

## **ARTICLE IX – INSURANCE**

**9.1 LIABILITY INSURANCE:** The Board shall procure and maintain from a company or companies holding a rating of “AA” or better from Best’s Insurance Reports a policy or policies (herein called ‘the Policy”) of Public Liability Insurance to insure the Association, the board and the Managing Agent and employees of the Association against claims for bodily injury and property damage arising out of the conditions of the Common Areas or activities thereon under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board may decide, but not less than those limits customarily carried by properties of comparable character and usage in the County of Weber nor less than \$1,000,000 for personal injury and property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owner and hired automobiles, liability for property of others and such other risks as shall customarily be covered with respect to property similar in construction, location and use. The policy shall contain a “Severability of Interest” endorsement, which shall preclude the insurer from denying the claims of any Owner because negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced. The Policy shall provide that the Policy may not be cancelled by the insurer unless it gives at least thirty, (30) days prior written notice thereof to the Board and every other person in interest who shall have requested in writing such notice of the insurer. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit t their own expense.

**9.2 ADDITIONAL INSURANCE; FURTHER GENERAL REQUIREMENTS:** The Board may also procure insurance which shall insure the Common Areas and the Association, the Board, the Managing Agent or the Owners and other against such additional risks as the Board may deem advisable. Insurance procured and maintained by the Board shall not require contribution from insurance held by any of the Owners or their mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible, provide: (a) a waiver of the insurer’s rights of subrogation against the Association, the Owners and their respective directors, officers, agents, employees, invitees and tenants; (b) that it cannot be cancelled, suspended or invalidated, due to the conduct of any particular Owner or Owners; (c) that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or any directors, officer, agent, or employee of the Association without a prior written demand that the defect can be cured and (d) that any “no other insurance” clause therein shall not apply with respect to insurance maintained individually by any of the Owners.

**9.3 REVIEW OF INSURANCE:** The Board shall periodically, and whenever requested by twenty percent, (20%) or more of the Owners, review the adequacy of the Association’s insurance program and shall report in writing the conclusions and actions taken on such review to the Owner of each residential Lot and to the holder of any mortgage on any Residential Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by any Owner.

**9.4 RESIDENTIAL LOTS NOT INSURED BY ASSOCIATION:** The Associations shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Residential Lot and Acts and events thereon.

**9.5 OWNERS INSURANCE:** Each Owner of a Lot, except the Declarant, shall be required at his own cost and expense to obtain and at all times maintain in full force and effect a policy or policies of fire and casualty insurance, with extended coverage endorsement, insuring the Living Unit and garage located on such Owner's Lot in an amount equal to its full insurable replacement value. Each Owner shall provide the Association with a copy of each policy of insurance or a certificate issued by the insurance company to evidence such insurance and each such policy shall provide that it will not be cancelled or terminated by the insurance company without giving the Association at least ten, (100 days advance written notice of such cancellation or termination. Such policy or policies shall waive the insurance company's right of subrogation against the Association, the Owners, the Manager, if any, and the servants, agents and guest of any of them, if such insurance can be obtained in the normal practice without additional premium charge for waiver of subrogation rights. Such policy may include a standard, non-contributory mortgagee clause or endorsement in favor of any Mortgagee who holds a Mortgage covering all or any part of the Lot. Except as otherwise required by an applicable Mortgage, the proceeds of any such insurance shall be applied to the extent necessary to repair or replace any damage or destruction by fire or other casualty. In the event that any Owner fails to obtain and maintain the insurance required by this Section, or to provide the Association with suitable evidence of such insurance, the Association shall have the right, but without any obligation, to obtain such insurance on behalf of such Owner, and the Owner shall be obligated to immediately reimburse the Association for the costs thereof. The Owner's obligation to reimburse the Association or the cost of any such insurance shall be secured by a lien upon the Owner's Lot as provided in this Declaration with respect to Monthly and Special Assessments.

#### **ARTICLE X - CONDEMNATION**

**10.1** If at any time or times the Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Board and shall be used promptly by the Board to the extent necessary for restoring or replacing any improvements on the remainder, of the Common Areas. Upon completion of such work and payment in full therefor, any proceeds of condemnation then or thereafter in the hands of the Board which are proceeds for the taking of any portion of the Common Areas shall be disposed of in such manner as the Board shall reasonably determine; provided, however, that in the event of a taking in which any portion of the Common Areas shall be disposed of in such manner as the Board shall reasonably determine; provided, however, that in the event of a taking in which any Residential Lot is eliminated, the Board shall disburse the portion of the proceeds of the

condemnation award allocable to the interest of the Owner of such Residential Lot in the Association and the Common Areas to such Owner and any first mortgagee of such Residential Lot, as their interests shall appear, after deducting the proportionate share of said Residential Lot in the cost of debris removal.

### **ARTICLE XI - RIGHTS OF FIRST MORTGAGEES**

Notwithstanding any other provisions of this Declaration, the following provisions concerning the right of first mortgagees shall be in effect:

**11.1 PRESERVATION OF REGULATORY STRUCTURE AND INSURANCE:** Unless the Owners of at least seventy-five, (75%) of the Residential Lots (not including residential Lots owned by Declarant) and such Owners' first mortgagees, if any, shall have given their prior written approval, the Association shall not be entitled:

by act or omission to change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Living Units, the exterior maintenance of Living Units, the maintenance of common fences and driveways, or the upkeep of lawns and planting on the Property.

to fail to maintain insurance as required by Article IX. This Section 11.1 may be amended as provided in Section 12.2 of Article XII hereof, except that such amendment must be approved by a vote otherwise sufficient to authorize action under this subsection prior to such amendment.

**11.2 PRESERVATION OF COMMON AREA: Change in Method of Assessment.** Unless the Association shall receive the prior written approval of (1) all first mortgagees of Residential Lots and (2) the Owners of at least seventy-five percent, (75%) of the Residential Lots, (not including Residential Lots owned by Declarant) the Association shall not be entitled:

(a) by act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas, except to grant easements for utilities and similar or related purposes, as reserved in Article VI hereof; or

(b) to change the ratio or method of determining the obligations, assessments, dues or other charges which may be levied against a Residential Lot or the Owner thereof.

This Section 11.2 may be amended as provided in Section 12.2 of Article XII hereof, except that such amendment must be approved by a vote otherwise sufficient to authorize action under this subsection prior to such amendment.

**11.3: WRITTEN CONSENT DEEMED APPROVED:** If an Owner or a mortgagee fails to approve or disapprove a request made pursuant to this Article XI, or any other Article in this Declaration within sixty, (60) days after such request is mailed by certified mail, return receipt requested, the request shall be deemed to be approved from such Owner or mortgagee.

**11.4: NOTICE OF MATTERS AFFECTING SECURITY:** The Board shall give written notice to any first mortgagee of a Residential Lot requesting such notice whenever:

there is any default by the Owner of the Residential Lot subject to the first mortgage in performance of any obligation under this Declaration or the Articles or Bylaws of the Association which is not cured within sixty, (60) days after default occurs; or

damage to the Common Areas from any one occurrence exceeds Ten Thousand Dollars, (\$10,000.00) or

any of the following matters come up for consideration or effectuation by the Association;

(1) abandonment or termination of the Planned Development established by this Declaration;

(2) material amendment of the Declaration or the Articles or Bylaws of the Association; or

(3) any decision to terminate professional management of the Common Areas and assume self-management by the Owners.

**11.5 NOTICE OF MEETINGS:** The Board shall give to any first mortgagee of a Residential Lot requesting the same, notice of all meetings of the Association; and such first mortgagees shall have the right to designate in writing a representative to attend all such meetings.

**11.6 RIGHT TO EXAMINE ASSOCIATION RECORDS:** Any first mortgagee shall have the same right to inspect the books and records of the Association and receive financial statements as the Owner of the Residential Lot securing the mortgage; provided, that the foregoing shall not be deemed to impose upon the Association any obligation to cause its financial statements to be audited.

**11.7 RIGHT TO PAY TAXES AND CHARGES:** First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Areas and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas; and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Declarant, for the Association as owner of the Common Area, hereby covenants and the Association by acceptance of the conveyance of the Common Areas, whether or not it shall be so expressed in such conveyance, is deemed to covenant and agree to make such reimbursement.

**11.8 EXEMPTION FROM ANY FIRST RIGHT OF REFUSAL:** Any first mortgagee who obtains title to the Residential Lot subject to the first mortgage pursuant to the remedies provided in the first mortgage, or by foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or by sale pursuant to say power of sale shall be exempt from any “right of first refusal” which would otherwise affect the Residential Lot.

## **ARTICLE XII – MISCELLANEOUS**

**12.1 NOTICES:** Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner, at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Each owner is responsible for keeping their address updated with the Association for accurate recordkeeping. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the managing Agent or the President of the Associations. Any notice required or permitted to be given to the Design Committee may be given by delivering or mailing the same to Managing Agent or any member of the Design Committee.

**12.2 AMENDMENT:** Except as provided in Section 5.7 of Article V and Article XI, this Declaration may be amended by:

- (a) the affirmative vote of a simple majority of the Owners, and
- (b) the written consent of Declarant, if such amendment is adopted at a time when Declarant holds Class B membership in the Association, and
- (c) the written consent of Riverdale City, and
- (e) the filing of an instrument for record in the office of the County Recorder of Weber County, Utah, executed by any two officers of the Association and certifying that such amendment has been duly adopted by the affirmative vote of a majority of the Owners, has the written consent of Riverdale City, and, if required, has the written consent of Declarant.

**12.3 CONSENT IN LIEU OF VOTE:** In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the Owners, whether present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents

in writing to such transaction from Owners entitled to cast at least the stated percentage of all membership votes outstanding in connection with the class of membership concerned. The following additional provisions shall govern any application of this Section 12.3:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.

(b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence any change in ownership of a Residential Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would increase the total number of Class A votes outstanding shall however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

(d) Unless the consent of all Owners whose memberships are appurtenant to the same Residential Lot are secured, the consent of none of such Owners shall be effective.

**12.4 DECLARANT'S RIGHT ASSIGNABLE:** All of any portion of the right of Declarant under this Declaration or in any way relating to the Property may be assigned.

**12.5 INTERPRETATION:** The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provisions herein construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

**12.6 COVENANT TO RUN WITH LAND:** This Declaration and all the provisions hereof shall constitute covenant to run with the land or equitable servitudes, as the case may be, and shall be binding upon and all inure to the benefit of Declarant, the Owners, all parties who hereafter acquire any interest in a Residential Lot, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Residential Lot or Living Unit shall comply with, and all interests in all residential Lots or in the Common Areas shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Residential Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

**12.7 DURATION:** The covenants and restrictions of this Declaration shall remain in effect until twenty, (20) years from the date this Declaration was first filed in the office of the County Recorder of Weber County, Utah after which time they shall be automatically extended for successive periods of ten, (10) years each unless terminated by and instrument filed in the office of the County Recorder, executed by any two, (2) officers of the Association, certifying that the Owners of at least seventy-five percent, (75%) of the Residential Lots and their first mortgagees, if any, voted in favor of such termination. If any of the privileges, covenants, or right created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation.

**12.8 EFFECTIVE DATE:** This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

PRELIMINARY

Declarant

FOREST CONSTRUCTION, LLC

By:

\_\_\_\_\_  
Its:

STATE OF UTAH

COUNTY OF

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me

\_\_\_\_\_, who being by duly sworn did say that they are the Member of FOREST CREEK CONSTRUCTION, LLC and that the within the foregoing instrument was signed in behalf of said limited liability company and

\_\_\_\_\_, acknowledged to me that they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

PRELIMINARY

**PRELIMINARY**