



**RIVERDALE CITY PLANNING COMMISSION AGENDA
CIVIC CENTER - 4600 S. WEBER RIVER DR.
TUESDAY – SEPTEMBER 13, 2022**

6:00 p.m. – Planning Commission Work Session Meeting (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 -Planning Commission Training *to be determined*

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

A. Welcome & Roll Call

B. Public Comment

This is an opportunity to address the Planning Commission regarding your concerns or ideas. Please try to limit your comments to three minutes. No action will be taken during public comment.

C. Presentations and Reports

D. Consent Items

1. Consideration of Meeting Minutes from:
August 23, 2022 Work Session
August 23, 2022 Regular Meeting

E. Action Items

1. a. **Public hearing** to receive and consider comments regarding proposed Planned Residential Unit Development (PRUD) Overlay request at approximately 5368 South 1050 West, Riverdale, Utah 84405 as part of the Coleman Vu Heights PRUD Subdivision, as requested by RD Development Group.

b. Consideration to forward a recommendation to the City Council regarding proposed Planned Residential Unit Development (PRUD) Overlay request at approximately 5368 South 1050 West, Riverdale, Utah 84405 as part of the Coleman Vu Heights PRUD Subdivision, as requested by RD Development Group.
2. a. **Public hearing** to receive and consider comments regarding proposed updates to the Moderate Income Housing Plan element of the Riverdale City General Plan and new requirements included in the Moderate Income Housing Plan element in compliance with direction from House Bill 462.

b. Consideration to forward a recommendation to the City Council regarding proposed updates to the Moderate Income Housing Plan element of the Riverdale City General Plan and new requirements included in the Moderate Income Housing Plan element in compliance with direction from House Bill 462.
3. a. Review and discussion of proposed rezone request for property located at approximately 4450 South 700 West, Riverdale, Utah, as requested by Forza Development Group.

b. Consideration to set Public Hearing for proposed Rezone Request from Regional Commercial (C-3) Zoning to Multiple-Family Residential (R-4) Zoning for property located at approximately 4450 South 700 West, Riverdale, Utah 84405, as requested by Forza Development Group.

4. a. Review and discussion of proposed rezone request for property located at approximately southeast corner of 4400 South 700 West, Riverdale, Utah, as requested by Forza Development Group.
b. Consideration to set Public Hearing for proposed Rezone Request from Regional Commercial (C-3) Zoning to Multiple-Family Residential (R-4) Zoning for property located at approximately southeast corner of 4400 South 700 West, Riverdale, Utah 84405, as requested by Forza Development Group.

Items presented by: Mike Eggett, Community Development

F. Comments

1. Planning Commission
2. City Staff

G. Adjournment

In compliance with the Americans with Disabilities Act, persons in need of special accommodation should contact the City Offices (801) 394-5541 at least 48 hours in advance of the meeting.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Riverdale City limits on this 9th day of September, 2022 at the following locations: 1) Riverdale City Hall Noticing Board 2) the City website at <http://www.riverdalecity.com/> 3) the Public Notice Website: <http://www.utah.gov/pmn/index.html> and 4) A copy was also provided to the Standard-Examiner.

Michelle Marigoni
Riverdale City Recorder

Minutes of the **Work Session** of the Riverdale City **Planning Commission** held Tuesday August 23, 2022, at 6:00 p.m., at the Civic Center, 4600 S Weber River Dr, 4360 S Parker Dr., Riverdale City, Weber County, Utah.

Present:

Commissioners:	Robert Wingfield, Vice Chairman Blair Jones, Commissioner Kent Anderson, Commissioner Amy Ann Spiers, Commissioner Rikard Hermann, Commissioner Wanda Ney, Commissioner
City Employees:	Mike Eggett, Community Development Michelle Marigoni, City Recorder
Excused:	Kathy Eskelsen, Chairman

A. Welcome & Roll Call

The Planning Commission Work Session began at 6:02 p.m. Vice Chair Wingfield welcomed everyone to the meeting and stated for the record that all members of the Planning Commission were present except Chair Eskelsen, who was excused.

B. Public Comment

C. Presentations and Reports

Vice Chair Wingfield turned the time over to Mr. Eggett, who reported the following:

- Two rezoning requests have been received, both adjacent to Lesley's Mobile Home Park, from Commercial to Residential.
- Moderate Income Housing Report for the state is being worked on, a draft is ready.
- Cheddar's finally has a building permit.
- The John Paras building has a potential future use.
- Shake Shack has been submitted for City Council.
- West Bench RDA will be discussed again.
- AmeriCarpets is moving to the old RC Willey warehouse.
- The old Shopko building purchase is nearly complete.

D. Consent Items

Consideration of Meeting Minutes from August 9, 2022 Work Session and August 9, 2022 Regular Meeting.

Vice Chair Wingfield asked if there were any changes to the minutes from the meetings. There were no changes.

E. Action Items

1. Consideration of Conditional Use Permit request for proposed Internal Accessory Dwelling Unit (IADU) residential property use located at approximately 4500 South 1025 West, as requested by Rick and Tina Milligan.

Mr. Eggett explained RCC 10-14 allows IADUs with a Conditional Use Permit, and briefly went over the requirements in the code. Mr. Jones asked how the Planning Commission, as the approving authority, will know that the requirements are being met. Mr. Eggett suggested the building official could check on it and verify, or a drawing could be requested as a condition of approval. Mr. Jones asked if any remodeling or construction would need to meet today's standards. Mr. Eggett explained anything cosmetic would not, but any new construction in the home would need to be brought up to today's standards. Mrs. Ney asked about the timeline of the IADU code.

2. Consideration of Conditional Use Permit request for proposed body art/tattooing parlor studio property use located in a suite at approximately 750 West Riverdale Road within 5th Avenue Salons, as requested by Albert Shiffler.

Mr. Eggett said this is a request for a user inside the 5th Avenue Studios, and Riverdale Code requires a Conditional Use in C-3 Zones. He noted the packet included the health, safety and welfare guidance for approving.

3. Consideration to approve Coleman Vu Heights PRUD Preliminary Subdivision plan and plat, located at approximately 5368 South 1050 West, Riverdale, Utah 84405, as requested by RD Development Group.

Mr. Eggett explained the first part of this is the subdivision, 68 single family units are being requested. The subdivision does not require a public hearing, but the PRUD does. Items three and four are both for the same subdivision at the old Motor-Vu sites. The PRUD is required due to constraints from the setbacks and lot sizes. Mr. Hermann asked if this means the roads will be private. Mr. Eggett explained they would still be city roads. The PRUD looks for elevated design and public use places in exchange for changes to the setbacks. There must be enough public use area to justify the PRUD.

Mr. Eggett briefly went over the site plan, noting his comments are items which are easy to complete, and he is not worried about any of them. The UDOT Variance Request is in process for the entrance to the subdivision on South Weber Drive, as it is close to the intersection where the new roundabout will be installed.

Mr. Hermann asked how binding the CC&Rs are. Mr. Eggett said the city does not enforce them, and it should be enforced by the HOA, which is required to be managed by a professional management service.

4. **a. Review and discussion of Planned Residential Unit Development (PRUD) request at 5368 South 1050 West, Riverdale, Utah 84405 as part of the Coleman Vu Heights PRUD Subdivision as requested by RD Development Group.**
b. Consideration to set a Public Hearing for Planned Residential Unit Development (PRUD) request at 5368 South 1050 West, Riverdale, Utah 84405 as part of the Coleman Vu Heights PRUD Subdivision as requested by RD Development Group.

Mr. Eggett noted this was covered with item three.

5. **a. Review and discussion of House Bill 462 requirement to update Moderate Income Housing Plan element of the Riverdale City General Plan and to discuss new requirements to be included in Moderate Income Housing Plan element.**
b. Consideration to set a Public Hearing regarding proposed update to the Moderate-Income Housing Plan element of the Riverdale City General Plan and new requirements to be included in Moderate Income Housing Plan element.

This is a requirement of HB 462, to update the moderate-income housing plan in the general plan with strategies and benchmarks, as well as studies of data points to report annually. The state is attempting to establish a clearing house to help with future legislation. This requires a public hearing because it is a part of the general plan. The report will be turned over to the state's new housing department.

Items presented by: Mike Eggett, Community Development

F. Comments

G. Adjournment

As there was no further business to discuss, the Planning Commission Work Session meeting adjourned at 6:30 pm.

Date Approved: _____

Minutes of the **Regular Session** of the Riverdale City **Planning Commission** held Tuesday, August 23, 2022, at 6:30 p.m., at the Community Center, 4360 S Parker Dr., Riverdale City, Weber County, Utah.

Present:

Commissioners: Robert Wingfield, Vice Chairman
Blair Jones, Commissioner
Kent Anderson, Commissioner
Amy Ann Spiers, Commissioner
Rikard Hermann, Commissioner
Wanda Ney, Commissioner

City Employees: Mike Eggett, Community Development
Michelle Marigoni, City Recorder

Excused: Kathy Eskelsen, Chairman

Visitors:

A. Welcome & Roll Call

The Planning Commission Meeting began at 6:32 p.m. Vice Chair Wingfield welcomed everyone to the meeting and stated for the record that all members of the Planning Commission were present except Chair Eskelsen, who was excused.

B. Public Comment

Commissioner Wingfield asked if any public were present with comments. There was no public comment.

C. Presentations and Reports

Vice Chair Wingfield turned the time over to Mr. Eggett, who reported the following:

- Two rezoning requests have been received, both adjacent to Lesley's Mobile Home Park, from Commercial to Residential.
- Moderate Income Housing Report for the state is being worked on, a draft is ready.
- Cheddar's finally has a building permit.
- The John Paras building has a potential future use.
- Shake Shack has been submitted for City Council.
- West Bench RDA will be discussed again.
- AmeriCarpets is moving to the old RC Willey warehouse.
- The old Shopko building purchase is nearly complete.

D. Consent Items

Consideration of Meeting Minutes from August 9, 2022 Work Session and August 9, 2022 Regular Meeting.

Commissioner Wingfield asked if there were any changes to the minutes. There were no changes. Commissioner Hermann moved to approve the minutes; Commissioner Spiers seconded the motion, and all were in favor. Minutes approved.

E. Action Items

1. Consideration of Conditional Use Permit request for proposed Internal Accessory Dwelling Unit (IADU) residential property use located at approximately 4500 South 1025 West, as requested by Rick and Tina Milligan.

Mr. Eggett explained this is required by Riverdale Code to go through the Conditional Use Permit. This is in an R-2 Zone. He went over the executive summary and the code requirements, explained RCC 10-14 allows IADUs with a Conditional Use Permit, and briefly went over the requirements in the code.

Mr. Jones asked how the Planning Commission, as the approving authority, will know that the requirements are being met. Mr. Eggett suggested the building official could check on it and verify, or a drawing could be requested as a condition of approval. Mr. Jones asked if any remodeling or construction would need to meet today's standards. Mr. Eggett

explained anything cosmetic would not, but any new construction in the home would need to be brought up to today's standards. Mrs. Ney asked about the timeline of the IADU code.

Commissioner Jones said it looks like there are plenty of egress areas based on the drawings provided. Mr. Hermann said there was no indication in the photos that there are no extra parking spots. Mr. Eggett said he believes the driveway would accommodate enough parking, but that he would check the aerial photos online. After checking, it was determined there was enough room.

Motion: Mr. Jones moved to approve the Conditional Use Permit request for proposed Internal Accessory Dwelling Unit (IADU) residential property use located at approximately 4500 South 1025 West, with the stipulation that the egress on the bedroom is checked.

Second: Commissioner Hermann

Commissioner Ney: Yes
Commissioner Wingfield: Yes
Commissioner Eskelsen: Excused
Commissioner Hermann: Yes
Commissioner Jones: Yes
Commissioner Anderson: Yes
Commissioner Spiers: Yes

Passes unanimously.

2. **Consideration of Conditional Use Permit request for proposed body art/tattooing parlor studio property use located in a suite at approximately 750 West Riverdale Road within 5th Avenue Salons, as requested by Albert Shiffler.**

Mr. Eggett remarked no city departments have any concerns about this business being inside 5th Avenue.

Albert Shiffler (Ted) who lives in Ogden, spoke about wanting to open a private tattoo studio with his wife. They want a more private clientele and wish to specialize in post-surgery mastectomy cover-ups. They will be working with an organization who covers markings from sex trafficking.

Commissioner Spiers asked if they also do regular tattooing. Mr. Shiffler said he has other clients, but they do not advertise and have a very select clientele. Commissioner Ney asked where he has been tattooing in the past. Mr. Shiffler said he has been working at Retribution Tattoo in Roy but wanted to move into his own studio with his wife.

Motion: Commissioner Anderson moved to approve the Conditional Use Permit request for proposed body art/tattooing parlor studio property use located in a suite at approximately 750 West Riverdale Road within 5th Avenue Salons

Second: Commissioner Spiers

Commissioner Spiers: Yes
Commissioner Anderson: Yes
Commissioner Eskelsen: Excused
Commissioner Jones: Yes
Commissioner Hermann: Yes
Commissioner Wingfield: Yes
Commissioner Ney: Yes

Passes unanimously.

3. **Consideration to approve Coleman Vu Heights PRUD Preliminary Subdivision plan and plat, located at approximately 5368 South 1050 West, Riverdale, Utah 84405, as requested by RD Development Group.**

Mr. Eggett went over the executive summary, site plan review and staff and engineering comments in the packet. Commissioner Spiers remarked there are a lot of things that need to be done.

Dave Morton thanked Mr. Eggett and the rest of the staff for being so great to work with. He said solutions for water issues have been resolved. He said this is an important part of Riverdale, so they are determined to make it very nice. There will be pickle ball courts and open space. He said the items that need to be done look like a lot, but that developments always start that way. He said there are some issues with sewer because the land is so flat. They are excited about it and the Colemans have had much input on the road and subdivision names.

Planning Commission Regular Session, August 23, 2022

Mr. Hermann said the subdivision proposal before this one mentioned working with the golf course, and he asked if there was a plan for that. Mr. Morton said they are open to adding something like that, and they have been talking with the Schneiders.

David Gailey said he lives at the bottom of Ritter Drive and spoke about speeders on Ritter Drive. He said he has a possible solution and that many drivers are going 40 miles per hour. He asked the city to add speed bumps going on to Ritter Drive. Mr. Eggett said the new roundabout will slow speeds in the area. He suggested Mr. Gailey speak with the police chief or city administrator, and that the Planning Commission will not have the answers. Mr. Gailey said there are small children around that may go into the road.

Motion: Commissioner Hermann moved to approve the approve Coleman Vu Heights PRUD Preliminary Subdivision plan and plat, located at approximately 5368 South 1050 West, with the understanding that they will comply with city and engineering concerns.

Second: Commissioner Anderson

Commissioner Wingfield: Yes
Commissioner Hermann: Yes
Commissioner Jones: Yes
Commissioner Ney: Yes
Commissioner Eskelsen: Excused
Commissioner Spiers: Yes
Commissioner Anderson: Yes

4. a. **Review and discussion of Planned Residential Unit Development (PRUD) request at 5368 South 1050 West, Riverdale, Utah 84405 as part of the Coleman Vu Heights PRUD Subdivision as requested by RD Development Group.**

b. **Consideration to set a Public Hearing for Planned Residential Unit Development (PRUD) request at 5368 South 1050 West, Riverdale, Utah 84405 as part of the Coleman Vu Heights PRUD Subdivision as requested by RD Development Group.**

Mr. Eggett explained the requirement for a public hearing for a PRUD due to the modification of lot size, setbacks in a subdivision. This request is for flexibility in the setbacks. Mr. Eggett went over the information in the packet.

Motion: Commissioner Hermann moved to set a public hearing for September 13, 2022.

Second: Commissioner Ney

Commissioner Hermann: Yes
Commissioner Jones: Yes
Commissioner Ney: Yes
Commissioner Spiers: Yes
Commissioner Anderson: Yes
Commissioner Wingfield: Yes
Commissioner Eskelsen: Excused

5. a. **Review and discussion of House Bill 462 requirement to update Moderate Income Housing Plan element of the Riverdale City General Plan and to discuss new requirements to be included in Moderate Income Housing Plan element.**

Mr. Eggett went over the reporting requirements, as shown in the packet. He showed commissioners the work that he has done so far. He noted the general plan is in the process of getting an update, so there may be changes to this.

b. **Consideration to set a Public Hearing regarding proposed update to the Moderate-Income Housing Plan element of the Riverdale City General Plan and new requirements to be included in Moderate Income Housing Plan element.**

Motion: Commissioner Anderson moved to set a public hearing for September 13, 2022.

Second: Commissioner Spiers

All in favor.

Commissioner Eskelsen: Excused
Commissioner Anderson: Yes
Commissioner Wingfield: Yes
Commissioner Jones: Yes
Commissioner Hermann: Yes

Commissioner Ney: Yes
Commissioner Spiers: Yes

6. **Comments**

Commissioner Ney asked if this part of the general plan would include all of the new developments in the city. Mr. Eggett said it has already been referenced in the report, but that there would be more details in the final product.

7. **Adjournment**

As there was no further business to discuss, Commissioner Wingfield moved to adjourn. This was seconded by Commissioner Anderson and the Planning Commission meeting adjourned at 7:22 p.m.

Date Approved: _____

**RIVERDALE CITY
PLANNING COMMISSION AGENDA
September 13, 2022**

AGENDA ITEM: E1

- SUBJECT:**
- a. Public hearing to receive and consider comments regarding proposed Planned Residential Unit Development (PRUD) Overlay request at approximately 5368 South 1050 West, Riverdale, Utah 84405 as part of the Coleman Vu Heights PRUD Subdivision, as requested by RD Development Group.
 - b. Consideration to forward a recommendation to the City Council regarding proposed Planned Residential Unit Development (PRUD) Overlay request at approximately 5368 South 1050 West, Riverdale, Utah 84405 as part of the Coleman Vu Heights PRUD Subdivision, as requested by RD Development Group.

PRESENTER: Mike Eggett, Community Development

- INFORMATION:**
- a. [Coleman Vu Heights PRUD PC Cond Use Rev -](#)
 - b. [20220908 Notice of Public Hearing 9-13-2022 PRUD](#)
 - c. [PRUD Standard Ex Publish Proof 20220902](#)
 - d. [Coleman Vu PRUD Req Update App \[20220808\]](#)
 - e. [Draft CCR](#)
 - f. [Home Elevations](#)
 - g. [Subdiv Pages for PRUD Review](#)
 - h. [COLEMAN VU HEIGHTS LANDSCAPE 2022.08.11](#)

[BACK TO AGENDA](#)



Planned Residential Unit Development Requirements Review – Coleman Vu Heights PRUD Subdivision Approximately 5368 South 1050 West

Completed by Mike Eggett, Community Dev. Director on 9/8/2022

Recommendation: City staff recommends that the City Council examine and review items associated with this PRUD requirements review and then take consideration to approve, approve with modifications, or not approve the PRUD conditional use overlay for Coleman Vu Heights PRUD. 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	Approximately 2.8 years or 2 units per month
Description of property	19.68 acres of land located at approx. 5368 South 1050 West
Amenities in project area	Residential property maintained open space, pickle ball courts, dog park anticipated amenities
Proposed density for project area	About 3.5 units per acre
Construction requirements	Refer to proposed subdivision drawings, proposed residential structure photographs, and accompanying staff reports
Provide a completed geotechnical and soils report	Completed by CMT Engineering Laboratories and submitted
Traffic study, as required by city engineer and public works director when scope, location and density of development or other deem necessary	Submitted as prepared by A Trans Transportation Engineering; also UDOT variance submitted
Sensitive land study (wetlands)	Land not delineated as wetlands by Army Corp of Engineers. No sensitive lands or wetlands identified by CMT.
Setbacks of dwellings within PRUD	Refer to proposed subdivision drawings; however, setbacks not clearly identified on subdivision drawings, this probably needs to be clarified with developers
Minimum of fifty percent (50%) of development shall be open green space/landscaping and subject to defined landscape plan	More than 50% of development will be open green space/landscaping; a landscape plan is also provided in applicant's submission

Fencing/screening of development	Exterior vinyl fencing of subdivision anticipated as well as potential internal fencing between lots
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 subdivision plat provided by applicant; <u>no additional guest parking areas; 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 mostly two-car 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 photos and descriptions, <u>all home designs must meet 40% brick or rock requirement in order to qualify for PRUD status, unsure if this is planned to be met</u>
Provide information and identify why this property is suitable for a PRUD development	Refer to statement sheet provided by applicant
Provide ability to financially carry out proposed project in time limit established	<u>No financial fund sheet or statement or report has been provided for this project at this time; per City Code 10-22-4(N.)(1.-4.) this information will need to be provided before going to Council for final consideration</u>
Provide escrow/bond for all city improvements	<u>Engineer’s cost estimate has not been provided and reviewed by City Engineer who recommends approval of the cost estimate provided for this project; applicant will need to provide an engineer’s cost estimate document prior to going to Council for consideration and will then need to anticipate the establishment of escrow/performance bond if project is approved</u>
Provide independent finance person or company who will be responsible for association dues assessed for maintenance and improvements to common areas	<u>This is outlined in the Draft CCR document; however, may be good to recommend a third-party entity administer assessment for dues within the established HOA</u>
All PRUD’s will be licensed yearly by city with PRUD balance sheet and income statement provided with yearly application	<u>No information regarding understanding of this requirement has been submitted at this time, we need acknowledgement that this will occur as shown on annual funding sheet/report and also in the Draft CCR document; if concerns exist may discuss requirement to submit updated info annually</u>
Phasing scheduling and timing for all features, dedications, and improvements in project	There does not appear to be a phasing plan for this project; <u>may inquire more from developers</u>
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 held at meeting may yield more conditions

Site development standards and sign regulations shall be determined by approval of site plan	Refer to proposed subdivision drawings; any special signage for this PRUD project has not been identified or discussed at this time, may discuss with developers and any special PRUD area signage needs to be noted as part of final approval of subdivision
Open space preservation, maintenance, and ownership function	Refer to "Landscaping Plan" sheet provided to review these items; anticipate that properties will be maintained by HOA per CC&R's
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; also building renderings evidence connectivity of elevation design between units
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 areas; anticipate that properties will be maintained by the HOA per CC&R's
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 has been advertised for this item to be held on September 13, 2022, and a recommendation consideration from Planning Commission will be discussed thereafter</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



**RIVERDALE CITY
PLANNING COMMISSION
PUBLIC HEARING NOTICE**

Riverdale City gives notice that on Tuesday, September 13, 2022, at 6:30 p.m., at the Riverdale City Civic Center, 4600 South Weber River Drive, Riverdale, Utah, the Planning Commission will hold a public hearing to receive and consider public comments regarding the following:

Planned Residential Unit Development (PRUD) request at 5368 South 1050 West, Riverdale, Utah 84405 as part of the Coleman Vu Heights PRUD Subdivision as requested by RD Development Group.

The public is invited to review and inspect all information available concerning such proposal(s) at the Riverdale City Offices during the regular office hours, 8:00 a.m. to 5:00 p.m. Monday through Friday. The public or any interested parties may present written or oral testimony to the Riverdale City Planning Commission concerning the proposed action at the aforementioned time and place.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Riverdale City limits on this 2nd day of September, 2022 at the following locations: 1) Riverdale City Hall Noticing Board 2) Riverdale City website at <http://www.riverdalecity.com/> 3) the Public Notice Website: <http://www.utah.gov/pmn/index.html>.

This notice is scheduled to be published in the Standard Examiner on Saturday, September 3, 2022.

Michelle Marigoni
Riverdale City Recorder



OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Standard-Examiner** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(801) 625-4302**.

Notice ID: o186t1ShJ5vvXYExBrX0 | **Proof Updated: Sep. 02, 2022 at 03:02pm MDT**
Notice Name: Public Hearing 9/13/22 Coleman PRUD | Publisher ID: UC0090

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Michelle Marigoni	Standard-Examiner
mmarigoni@riverdalecity.com	
(801) 394-5541	

Columns Wide: 1	Ad Class: Legals
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09/03/2022: Custom Notice	115.13
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Subtotal	\$115.13
Tax %	0.00
Processing Fee	\$11.51
Total	\$126.64

PUBLIC NOTICE

Riverdale City gives notice that on Tuesday, September 13, 2022, at 6:30 p.m., at the Riverdale City Civic Center, 4600 South Weber River Drive, Riverdale, Utah, the Planning Commission will hold a public hearing to receive and consider public comments regarding the following:

Planned Residential Unit Development (PRUD) request at 5368 South 1050 West, Riverdale, Utah 84405 as part of the Coleman Vu Heights PRUD Subdivision as requested by RD Development Group.

The public is invited to review and inspect all information available concerning such proposal(s) at the Riverdale City Offices during the regular office hours, 8:00 a.m. to 5:00 p.m. Monday through Friday. The public or any interested parties may present written or oral testimony to the Riverdale City Planning Commission concerning the proposed action at the aforementioned time and place.



Riverdale City

Community Development
4600 So. Weber River Drive
Riverdale, Utah 84405
Acct # 10-36-9000

PLANNED RESIDENTIAL UNIT DEVELOPMENT APPLICATION

Date Submitted: 8/8/2022

Applicant's Name: RD Development- Keaton Morton

Applicant's Address: 9710 South 700 East Suite 205 Sandy, Utah 84070

Phone Number(s): 801-856-2478

Builder's Name: Goldcrest Homes

Builder's Address: 9730 South 700 East Suite 100 Sandy, Utah 84070

Phone Number(s): 5408 S Weber Dr.

Property Owner: Movu LLC

Owner's Address: 5406 S Weber Drive

Phone Number(s): _____

Address of Site: 5369 South 1050 West

Zone: R-2 Adjacent zone(s): A-1, O-1, R-1-8, R-1-6 Acreage: 19.68

Type of Association: _____ Condominium: _____ Homeowner:

Number of Dwellings: 68 Square Footage: _____

Stories: 2 Number of Buildings: 68

Type of Construction: Residential

Off-Street Parking: Covered: _____ Open: _____

Set back on periphery: _____ Width of internal road(s): 60'

Type of external lighting (other than dwellings): Standard Street Lights

Type of screening or fencing on perimeter: 6' Vinyl Fence

Date work starts: NA Building Permit No.: NA

Approximate Completion Date: NA

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]
Signature of Applicant

[Signature]
Signature of the Property Owner

I authorize RD Development to act as my representative in all matters relating to this application.

[Signature]
Signature of the Property Owner

PRUD Request Fee - \$500

Date Paid: 8/8/2022



APPLICATION REQUIREMENTS AND PROCEDURE FOR PRUD REQUEST

1. The applicant shall submit to the Community Development Department the following:
 - a. A completed **PLANNED RESIDENTIAL UNIT DEVELOPMENT (PRUD) APPLICATION** formally requesting a PRUD and stating the reasons for the request
 - b. A **PROPERTY PLAT MAP** of the area of the requested PRUD, Plats are available at the Weber County Recorder's Office.
 - c. A **LEGAL DESCRIPTION** of the subject property
 - d. A **PRUD REQUEST FEE** as established by resolution of the Riverdale City Council.
2. The Planning staff requires at least ten (10) working days for review of the proposed PRUD.
3. The Planning staff shall schedule a public hearing for the Planning Commission to consider the PRUD request. The public hearing requires a 15-day notification period to all property owners within 500 feet of the proposed PRUD area. It is recommended that the applicant / property owner be present at the public hearing.
4. The Planning Commission may make a recommendation the night of the public hearing; however, the Planning Commission has up to thirty (30) days to make their final recommendation.
5. The Planning Commission, subject to the requirements of the PRUD Chapter, may recommend approval or denial, or approval with conditions, of the proposed PRUD development to the City Council.
6. The City Council, after holding a public meeting, may approve or disapprove the application for a planned residential unit development (PRUD). In approving an application, the City Council may attach such conditions including a limitation of time during which the permit remains valid, as it may deem necessary to secure the purposes of the PRUD chapter. Approval of the city council, together with any conditions imposed, constitutes approval of the proposed development as a "permitted use" in the zone in which it is proposed. The decision of the City Council is final.

The Planning Commission schedules public hearing:

Date: 9/13/2022

Decision: _____

City Council scheduled to consider this application:

Date: _____

Decision: _____

Riverdale Site Plan PRUD Application

1

A. Why should the PRUD application be granted?

- The development includes a major power line corridor. The development has no powerlines going over the top of the homes and instead has been used for community open space. The open space will allow for families to gather and use the open space as an amenity.

B. How is the proposed PRUD in harmony with the City General Plan for this area?

- The city has this area designated as single family residential with 8,000 sq ft lots which would allow for up to about 78 lots. The proposed PRUD has a total of 68 single family lots which falls significantly under the allotted lot number.

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?

- None the proposed PRUD is in harmony with the General Plan.

D. How is the PRUD in the public interest as well as the applicants desire?

- Providing more community open space provides an amenity for the public to use. This PRUD application allows for more open space for the entire community benefiting not just the subdivision but the whole community.
-

2. The project build out is projected to be approximately 2.8 years or 2 units per month.

RIVERDALE CITY CORPORATION
4600 SOUTH WEBER RIVER DRIVE
RIVERDALE UT 84405

394-5541

Receipt No: 15.551384

Aug 8, 2022

RD DEVELOPMENT HOLDINGS,

Previous Balance:	.00
MISCELLANEOUS - PRUD REQUEST FEE 5369 S 1050 W	500.00
10-36-9000 SUNDRY REVENUE	

Total:	500.00
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RD DEVELOPMENT HOLDINGS, LLC

Previous Balance:	.00
MISCELLANEOUS - 5369 s 1050 w	6,800.00
10-34-1500 ZONING & SUB. FEES	

Total:	6,800.00
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CHECK	Check No: 002004	7,300.00
Total Applied:		7,300.00

Change Tendered:	.00
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Duplicate Copy

08/08/2022 3:39 PM

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF
EASEMENTS
FOR
--- SUBDIVISION.
A PLANNED UNIT DEVELOPMENT

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION FOR --- SUBDIVISION. (“Declaration”) is promulgated by the Coleman VU Heights LLC. (“Declarant”) and becomes effective when recorded with the Weber County Recorder’s Office.

RECITALS

- A. --- Subdivision. is a planned unit development located in Riverdale, Weber County, Utah;
- B. The Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the Project, subject to the following covenants, conditions, restrictions, easements and limitations herein set forth which are hereby declared to be for the benefit of the whole tract and all of the Project described herein and the owners thereof, their successors and assigns;
- C. All Owners, guests, invitees, agents, and residents shall abide by the provisions of this Declaration;
- D. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in Exhibit “A” and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, restrictions, easements, and limitations shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land;
- E. The Association shall be incorporated as a Utah nonprofit corporation, and shall be entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (Utah Code Ann. 16-6a-101, *et. seq.*) as amended from time to time.
- F. The Association shall be subject to the Utah Community Association Act (Utah Code 57-8a-101, *et. seq.*) and shall be entitled to the rights, obligations, and benefits if this act as may be amended from time to time.

NOW THEREFORE, for the benefit of the Project and the Owners thereof, the following

covenants, conditions, restrictions and easements shall apply to and be binding on the Project:

I. DEFINITIONS

1.1. Act shall mean and refer to the Utah Community Association Act, codified beginning at Section 57-8a-101, Utah Code Annotated, as the same may be amended from time to time.

1.2. Annexable Property shall mean all real property described in Exhibit "B" of this Declaration, as amended.

1.3. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for --- Subdivision.

1.4. Assessments shall mean any charge imposed or levied by the Association against Owners including but not limited to annual assessments corresponding with the Common Expenses as well as special assessments, individual assessments, late fees, and fines, all as provided in this Declaration.

1.5. Architectural Review Committee or AR Committee shall mean and refer to the Board or, if so appointed by the Board, a committee having architectural control powers as further described in Article X.

1.6. Association shall mean and refer to the --- Subdivision., a Utah non-profit corporation.

1.7. Board or Board of Directors shall mean and refer to the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws of the Association. The Board is the governing body of the Association.

1.8. Bylaws shall mean and refer to the Bylaws of the Association as the same may be amended from time to time.

1.9. Committee or Architectural Review Committee shall mean and refer to the Board or, if so appointed by the Board, a committee having architectural control powers as further described in Article X.

1.10. Common Areas shall mean and refer to the entire Property that is not included within the Lots, which is owned by the Association for the common use and enjoyment of the Owners. Common Areas are described on the Plat, including but not limited to the playground and picnic area, outdoor lighting, fences, landscaping, sidewalks, parking areas, and driveways, together with all improvements thereon and all easements appurtenant thereto including but not limited to private utility lines, landscape easements and personal property owned by the Association when the context so requires, all of which are not included within the dimensions of any Living Unit or the exteriors of the Living Unit.

1.11. Common Expenses shall mean (a) all sums lawfully assessed against Owners; (b) expenses of administration, maintenance, management, operation, repair and replacement of the Common Areas which are maintained by the Association; (c) expenses allocated by the Association among the Owners; (d) expenses agreed upon as common expenses by the Association or its Board of Directors; (e) expenses declared common expenses by the Declaration; and (f) other miscellaneous charges incurred by the Association or the Board pursuant to the Act, this Declaration, the Bylaws, or the Rules.

1.12. Development or Project shall at any point in time mean, refer to, and consist of the Subdivision then in existence.

1.13. Director shall mean and refer to an individual member of the Board of Directors.

1.14. Governing Documents or Project Documents shall mean and refer to the Declaration, Articles of Incorporation, Bylaws, plat maps, and any rules, regulations, policies, resolutions adopted by the Board.

1.15. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy of a single residence, or less than all of the residences, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.

1.16. Lot shall mean and refer to each of the individual lots within the --- project, as shown on the Plat, with the exception of the Common Areas.

1.17. Manager shall mean a person, persons, or entity, if any, selected by the Board to manage the affairs of the Association and Property.

1.18. Member shall mean and refer to a Lot Owner.

1.19. Mortgage shall mean any and refer to a mortgage, deed of trust, or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed, or deed of trust.

1.20. Mortgagee shall mean and refer to any person or entity named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.21. Occupant shall mean and refer to any Person, other than an Owner, living, dwelling, or staying in a Living Unit. This includes, but is not limited to, all lessees, tenants, and the family members, agents, and representatives living, dwelling, or staying in a Living Unit.

1.22. Owner or Lot Owner shall mean and refer to the record owner, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

1.23. Person shall mean and refer to a natural individual, corporation, business entity, estate, partnership, trustee, association, joint venture, government, governmental subdivision, or agency or other legal entity capable of holding title to real property.

1.24. Plat shall mean and refer to the official subdivision plats of --- Subdivision, filed and recorded in the official records of the Weber County Recorder's Office.

1.25. Property shall mean and refer to all of the real property, which is covered by a Plat.

1.26. Restrictions shall mean the covenants, conditions, assessments, easements, liens, and restrictions set forth in this Declaration.

1.27. Rules shall mean and refer to the rules, resolutions, regulations, policies, etc. adopted by the Board.

1.28. Subdivision shall mean and refer to the entire residential development and/or planned residential unit development, which is created and covered by a Plat.

II. PROPERTY DESCRIPTION

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, State of Utah described as follows:

SEE THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE.

2.2. Name. The Project, as submitted to the provisions of this Declaration, shall be known as Coleman Vu Heights, a planned unit development.

2.3. Description of Lots. The Projects consists of 67 Lots, each of which includes a Living Unit and other improvements authorized on the Plat. All improvements have been and shall continue to be constructed in a style and of materials architecturally compatible with the other improvements on the Project. The Lots, their locations, and approximate dimensions are indicated on the respective Plats.

2.4. Common Areas. The Common Areas of the Project shall be and are outdoor lighting, fences, landscaping, sidewalks, parking areas, roads, and driveways, not included within the dimensions of any Lot, and any and all other Common Areas designated as such on the Plat, and any other future interests in Common Areas pursuant to the terms of this Declaration. A Lot Owner shall be entitled to the use and enjoyment of the Common Areas within the Project.

III. MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Unit to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in his name to the purchaser of their Unit, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

3.2. Voting Rights. The Association shall initially have the following two classes of votes:

(a) Class A. Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

(b) Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to 2 votes for every Lot owned by Declarant plus 2 votes for every class A vote. The Class B Membership shall automatically cease and be converted to a Class A membership upon the sale of the last lot.

After turnover, Owners shall be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held. Voting is limited to one (1) vote per Lot. There is a total of Sixty Seven (67) votes in the Association.

3.3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast by any of such Owners, whether in person or by proxy or by written ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made or if there are conflict votes from the same Lot, the vote involved shall not be counted for any purpose other than to determine whether a quorum exists.

3.4. Record of Ownership / Reinvestment Fee. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his Lot. Each Owner shall file a copy of such conveyance documents (or contract) with the secretary of the Association, with a reinvestment fee of .5% of the purchase price of the Lot, who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein by a mortgagee which has 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 of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the records of ownership. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such

Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as an "Individual Assessment" in accordance with the provisions of Section 5.6.

3.5 Proxies. An Owner may give his proxy, either specific or general, to another Owner, a third person, or to a contract purchaser or his Lot to vote on all matters coming before the Association for vote provided the same is in writing, authenticated by witnesses or a notary public, and is presented to those Association officers conducting such vote.

IV. PROPERTY RIGHTS IN COMMON AREAS

4.1. Easement of Enjoyment. Each Member shall have a 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 Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee, or contract purchaser who resides on such Member's Lot.

4.2. Title to Common Areas. The Declarant has conveyed title to the Association on various Common Areas.

4.3. Limitation on Easement. A Member's right and easement for the use and enjoyment of the Common Areas shall be subject to the following:

(a) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;

(b) The right of the Association to charge reasonable admission and other fees for the use of the recreational facilities situation upon the Common Areas.

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

(d) The right of the Association to suspend voting rights and right to use the Common Areas by an Owner for any period during which any Assessments against his Lot remain unpaid, and for a period not to exceed sixty (60) days for any infraction of the Rule;

(e) The right of the Association to dedicate or transfer all or any part of the Common Areas, and any sewer, water and storm drain lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the Lot Owners.

4.4. Delegation of Use. Any Owner may delegate his right of use and enjoyment to the Common Areas to family members, tenants, or contract purchasers who reside on the Property.

The rights and privileges of such delegee or assignee shall be subject to suspension in the same manner and to the same degree as those of an Owner, as described in Article IV, Section 4.3 above.

4.5. Compliance with Covenants and Restrictions and Rules and Regulations. Each Owner and Owners' guests shall comply with the covenants and restrictions imposed by this Declaration on the use and enjoyment of the Common Area. Further, each Owner and Owners' guests shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Area, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area.

V. ASSESSMENTS

5.1. Covenant to Pay Assessments. Each Owner of any Lot by the acceptance of a deed therefore, whether or not it be so expressed in the deed, hereby covenant and agree with each other and with the Association to pay to the Association all Assessments, including by illustration but not limitation all Annual, Special, or Individual Assessments described below, and other fees, charges, levies, and fines as provided in the Governing Documents.

5.2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property, including but not limited to the appearance and aesthetics of the Project. The use made by the Association of funds obtained from Assessments may include, but is not limited to, payment of the cost of taxes and insurance on the Common Areas; maintenance, repair and improvement of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration, the Bylaws, or its Articles of Incorporation.

5.3. Declarant's Covenant for Assessments. Anything to the contrary notwithstanding, the Declarant shall not be obligated to pay Assessments on any Lots owned by it until such time as: (1) the physical structures are substantially completed; (2) certificates of permanent occupancy are issued and the Living Units are sold; or (3) Declarant elects in writing to pay the Assessments, whichever first occurs.

5.4. Basis for Assessments. The total annual Assessments against all Lots shall be based upon advance estimates of cash requirements by the Board to provide for the payment of each Owner's share of the Common Expenses and all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas, among other things, is expenses of management; grounds maintenance; taxes and special assessments levied by governmental authorities; premiums for all insurance which the Association is required or permitted to maintain; common lighting and heating; water charges; trash collection; sewer service charges; repairs and maintenance; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Board for the benefit of the Owners under or by reason of this Declaration.

5.5. Annual Assessments. Annual Assessments shall be made on a calendar year basis. The Board shall give written notice of each Annual Assessment not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year. Each Annual Assessment shall be due and payable in monthly installments on the first day of each and every month and no separate notices of such monthly installment shall be required. At least fifteen (15) days prior to the effective date of any change in the amount of the Annual Assessment, the Association shall give each Owner written notice of the amount.

5.6. Special Assessments. In addition to the Annual Assessments, the Board may levy in any calendar year a Special Assessment up to One-thousand dollars (\$1,000), payable over such a period as the Board may determine for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by Annual Assessments; the cost of any construction, reconstruction, or unexpected repair or replacement of the Property or Common Areas; or for any other expense incurred or to be incurred as provided in this Declaration. Additional Special Assessments over One-thousand dollars (\$1,000) in a calendar year may be levied if assented to by a majority of the Members present in person or by proxy at a meeting duly called for such purpose. Notice in writing of the amount of any Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Owners. Payment shall be due on the dates and in the manner provided in the notice.

5.7. Individual Assessments. In addition to Annual and Special Assessments authorized pursuant to Sections 5.5 and 5.6 above, the Board may levy at any time Individual Assessments: (a) on each Lot specifically benefited by any improvements to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged; (b) on each Lot the Owner or Occupant of which shall cause any damage to the Common Areas necessitating repairs; and (c) on each Lot as to which the Association shall incur any expense for maintenance or repair work performed or enforcement action taken pursuant to the provisions of the Governing Documents to bring a Lot and/or its Living Unit into compliance. The aggregate amount of any such Individual Assessments shall be determined by the cost of such improvements, repairs, maintenance, or enforcement action, including all overhead and administrative costs and attorney's fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be. Individual Assessments may be levied in advance of the performance of the 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 an Individual Assessment against the Lot(s) benefited, unless such work was necessitated by the Lot Owner's or Occupants' negligence.

5.8. Uniform Rate of Assessment. Except for Individual Assessments provided in Section 5.7 above, Annual and Special Assessments shall be fixed at a uniform rate for all Lots. Notwithstanding the above language.

5.9. Personal Obligation and Lien. All Assessments, together with any interest, late fees, collection costs, and attorneys' fees if collection efforts become necessary shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such Assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the

Assessment falls due. No Owner may exempt himself or his Lot from liability for payment of Assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments, late payment fees, interest, and costs of collection, including reasonable attorneys' fees, which shall be a charge on the 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 therefore. Owner is required to pay the Assessments regardless if all improvements have not yet be installed.

5.10. Certificate Regarding Payment. Upon the request of any Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all Assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon. The Association may charge the requesting Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot a reasonable fee of up to twenty-five dollars (\$25) or an amount greater if so provided in the Act.

5.11. Default in Payment of Assessment; Enforcement of Lien. Assessments not paid within thirty (30) days of the due date thereof shall be deemed delinquent and subject to interest at the rate of eighteen percent (18%) per annum. In addition to the interest charge, a late fee may be imposed by the Board in an amount established through Rules. If an Assessment or other charge levied under this Declaration becomes delinquent, the Association may exercise any or all of the following remedies:

(a) The Association may suspend such Owners voting rights.

(b) The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the Assessment, fine, or charge is due. At any time any Assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any Manager, may file a notice of lien in the deed records of Weber County, Utah against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future Assessments or installments, interest, late fees, penalties, fines, attorneys' fees, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except a lien or encumbrance recorded before the Original Declaration was recorded; a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before the Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Lot. The Association through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot.

(c) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under this Declaration against the Lot Owner without foreclosing or waiving the lien described in paragraph (b) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(d) If the delinquent Owner is leasing his Lot or any portion thereof, the Board may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board shall discharge such tenant for rent due, and shall discharge the Owner for such Assessments to the extent of the amount so paid.

(e) The Association may terminate utilities paid out of the Common Expense and the right to use the Common Areas.

(f) The Association shall have any other remedy available to it by law or in equity.

5.12. Reserve Account. The Association shall establish a reserve account to fund long-term maintenance of other areas required to be maintained by the Association; insurance; all other Common Expenses; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect. The Board shall follow any statutory requirement to conduct a reserve analysis and use such reserve analysis in making budget decision for the funding of a Reserve Account.

5.13. Reimbursement of Tax Collection by County Authorized. It is recognized that under the Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes to Weber County, to the extent taxes are required on such Common Areas. It is further recognized that each Owner of a Lot as a Member of the Association will be required to reimburse the Association for his pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Weber County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion and said share with the tax levied on each Lot.

VI. DUTIES AND POWERS OF THE ASSOCIATION

6.1. General Powers and Obligations. The Association shall have, exercise and perform all of the following powers, duties, and obligations:

(a) The powers, duties, and obligations granted to the Association by this Declaration, its Bylaws, and the Articles of Incorporation;

(b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah;

(c) The powers, duties, and obligations of a homeowners association pursuant to the Utah Community Association Act, or any successor thereto;

(d) The powers, duties, and obligations not reserved specifically to the Lot Owners; and

(e) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Project.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by any necessary changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Utah.

6.2. Specific Powers and Duties. The powers and duties of the Association shall include, without limitation, the following:

(a) Maintenance and Services. The Association shall provide maintenance and services for the Project as provided in Article VII and other provisions of this Declaration.

(b) Insurance. The Association shall obtain and maintain in force policies of insurance as provided in this Declaration or the Bylaws of the Association. The Association shall have no obligation to obtain or maintain any insurance covering the personal and real property of any Owner(s), and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

(c) Rulemaking. The Association, through its Board of Directors, shall make, establish, promulgate, amend, and repeal Rules governing the conduct of persons and the operation and use of the Property as it may deem necessary or appropriate in order to assure a clean, aesthetically pleasing, peaceful, and orderly use and enjoyment of the Property.

(d) Assessments. The Association shall adopt budgets and impose and collect Assessments as provided in Article V of this Declaration.

(e) Enforcement. The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of the Governing Documents of the Association.

(f) Title to Common Areas. The Association shall hold title to all Common Areas conveyed to it by its developer and pay all real property taxes and assessments levied upon any portion of the Common Areas, unless paid by the Owners, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

(g) Employment of Agents, Advisers, and Contractors. The Association, through its Board, may employ the services of any person or corporation as managers, hire employees to manage, conduct, and perform the business, obligations, and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, community association managers, landscape architects, accountants, recreational experts, architects, planners, lawyers, reserve study specialists, or what is convenient for the management, maintenance, and operation of the Property. Any agreement with a Manager shall

not exceed a term of two (2) years, renewable by agreement of the parties for a successive two (2) year term, and shall be terminable by the Association upon no more than sixty (60) advanced notice.

(h) Litigation. The Board may instigate litigation to enforce the provisions of this Declaration or any other Common Law or statutory right which the Association is granted. The Association shall not commence any litigation without prior approval of the majority of the Members, if the litigation shall exceed the cost of five thousand dollars (\$5,000.00) either in attorney fee expenses or in costs (including any expert reports).

6.3. Liability. A member of the Board or an officer of the Association shall not be liable to the Association or any Member thereof for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for intentional or willful bad acts or acts of recklessness. In the event any Board member or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law, except where the Board member or officer is found by a court of law to have acted recklessly, willfully, or intentionally in carrying out his/her duties.

6.4. Board of Directors. Except where a matter or vote is specifically reserved to the Owners, the Board of Directors shall act in all instances on behalf of the Association.

6.5. Proceedings. The Association, acting through the Board, shall have the power and the duty to reasonably defend the Association (and, in connection therewith, to raise counterclaims) in any pending or potential lawsuit, arbitration, mediation or governmental proceeding (collectively hereinafter referred to as a "Proceeding"). The Association, acting through the Board, shall have the power, but not the duty, to reasonably institute, prosecute, maintain and/or intervene in a Proceeding, in its own name, but only on matters affecting or pertaining to this Declaration as to which the Association is a proper party in interest, and any exercise of such power shall be subject to full compliance with the following provisions:

(a) Any Proceeding commenced by the Association: (1) to enforce the payment of an assessment or an assessment lien or other lien against an Owner as provided for in this Declaration, or (2) to otherwise enforce compliance with the Declaration, Bylaws, or Rules and Regulations of the Association, or to obtain other relief from, any Owner who has violated any provision thereof, or (3) against a supplier, vendor, contractor or provider of services, pursuant to a contract or purchase order with the Association, and in the ordinary course of business, or (4) for money damages wherein the total amount in controversy for all matters arising in connection with the action is not likely to exceed Ten Thousand Dollars (\$10,000.00) in the aggregate, shall be referred to herein as an "Operational Proceeding". The Board from time to time may cause an Operational Proceeding to be reasonably commenced and prosecuted, without the need for further authorization.

(b) Any and all pending or potential Proceedings other than Operational Proceedings shall be referred to herein as “Non-Operational Controversy” or “Non-Operational Controversies”. To protect the Association and the Owners from being subjected to potentially costly or prolonged Non-Operational Controversies without full disclosure, analysis and consent; to protect the Board and individual members of the Board or its appointed officers and agents from any charges of negligence, breach of fiduciary duty, conflict of interest or acting in excess of their authority or in a manner not in the best interests of the Association and the Owners; and to ensure voluntary and well-informed consent and clear and express authorization by the Owners, strict compliance with all of the following provisions of this Section shall be mandatory with regard to any and all Non-Operational Controversies commenced, instituted or maintained by the Board:

1. The Board shall first endeavor to resolve any Non-Operational Controversy by good faith negotiations with the adverse party or parties. The good faith negotiations shall include a written notice that shall include an explanation of the nature of the claim, a specific breakdown and calculation of any alleged damages, a specific description of the claim along with any supporting evidence upon which the claim is based, photographs of any alleged condition, if applicable, and one hundred eighty (180) days to cure or resolve the claim. In the event that such good faith negotiations fail to reasonably resolve the Non-Operational Controversy, the Board shall endeavor in good faith to resolve such Non-Operational Controversy by mediation, provided that the Board shall not incur liability for or spend more than Five Thousand Dollars (\$5,000.00) in connection therewith (provided that, if more than said sum is reasonably required in connection with such mediation, then the Board shall be required first to reasonably seek approval of two-thirds (2/3) of the voting power of the Members for such additional amount for mediation before proceeding to either arbitration or litigation). In the event that the adverse party or parties refuse mediation, or if such good faith mediation still fails to reasonably resolve the Non-Operational Controversy, the Board shall not be authorized to commence, institute or maintain any arbitration or litigation of such Non-Operational Controversy until the Board has fully complied with the following procedures:

a. The Board shall first investigate the legal merit, feasibility and expense of prosecuting the Non-Operational Controversy, by obtaining the written opinion of a licensed Utah attorney, expressly stating that such attorney has reviewed the underlying facts and data in sufficient, verifiable detail to render the opinion, and expressly opining that the Association has a substantial likelihood of prevailing on the merits with regard to the Non-Operational Controversy, without substantial likelihood of incurring any material liability with respect to any counterclaim which may be asserted against the Association. The Board shall be authorized to spend up to an aggregate of Five Thousand Dollars (\$5,000.00) to obtain such legal opinion, including all amounts paid to said attorney therefor, and all amounts paid to any consultants, contractors and/or experts preparing or processing reports and/or information in connection therewith. The Board may increase said \$5,000.00 limit, with the express consent of two-thirds (2/3) of all of the Members of the Association, at a special meeting called for such purpose.

b. Said attorney opinion letter shall also contain the attorney's best good faith estimate of the aggregate maximum "not-to-exceed" amount of legal fees and costs, including, without limitation, court costs, costs of investigation and all further reports or studies, costs of court reporters and transcripts, and costs of expert witnesses and forensic specialists (all collectively, "Quoted Litigation Costs") which are reasonably expected to be incurred for prosecution to completion (including appeal) of the Non-Operational Controversy. Said opinion letter shall also include a draft of any proposed fee agreement with such attorney. If the attorney's proposed fee arrangement is contingent, the Board shall nevertheless obtain the Quoted Litigation Costs with respect to all costs other than legal fees, and shall also obtain a written draft of the attorney's proposed contingent fee agreement. (Such written legal opinion, including the Quoted Litigation Costs, and also including any proposed fee agreement, contingent or non-contingent, are collectively referred to herein as the "Attorney Letter").

c. Upon receipt and review of the Attorney Letter, if two-thirds (2/3) or more of the Board affirmatively vote to proceed with the institution or prosecution of, and/or intervention in, the Non-Operational Controversy, the Board thereupon shall duly notice and call a special meeting of the Members. The written notice to each Member of the Association shall include a copy of the Attorney Letter, including the Quoted Litigation Costs and any proposed fee agreement, contingent or non-contingent, together with a written report ("Special Assessment Report") prepared by the Board: (1) itemizing the amount necessary to be assessed to each Member ("Special Litigation Assessment"), on a monthly basis, to fund the Quoted Litigation Costs, and (2) Specifying the probable duration and aggregate amount of such Special Litigation Assessment. At said special meeting, following review of the Attorney Letter, Quoted Litigation Costs and the Special Assessment Report, and full and frank discussion thereof, including balancing the desirability of instituting, prosecuting and/or intervening in the Non-Operational Controversy against the desirability of accepting any settlement proposals from the adversary party or parties, the Board shall call for a vote of the Members, whereupon: (a) if less than two-thirds (2/3) of the total voting power of the Association votes in favor of pursuing such Non-Operational Controversy and levying the Special Litigation Assessment, then the Non-Operational Controversy shall not be pursued further, but (b) if two-thirds (2/3) of the total voting power of the Association affirmatively vote in favor of pursuing such Non-Operational Controversy, and in favor of levying a Special Litigation Assessment on the Members in the amounts and for the duration set forth in the Special Assessment Report, then the Board shall be authorized to proceed to institute, prosecute and/or intervene in the Non-Operational Controversy. In such event, the Board shall engage the attorney who gave the opinion and quote set forth in the Attorney Letter, which engagement shall be expressly subject to the Attorney Letter. The terms of such engagement shall require that said attorney shall be responsible for all attorneys' fees and costs and expenses whatsoever in

excess of one hundred twenty percent (120%) of the Quoted Litigation Costs, and that said attorney shall provide, and the Board shall distribute to the Members, not less frequently than quarterly, a written update of the progress and current status of, and the attorney's considered prognosis for, the Non-Operational Controversy, including any offers of settlement and/or settlement prospects, together with an itemized summary of attorneys' fees and costs incurred to date in connection therewith.

d. In the event of any bona fide settlement offer from the adverse party or parties in the Non-Operational Controversy, if the Association's attorney advises the Board that acceptance of the settlement offer would be reasonable under the circumstances, or would be in the best interests of the Association, or that said attorney no longer believes that the Association is assured of a substantial likelihood of prevailing on the merits without prospect of material liability on any counterclaim, then the Board shall have the authority to accept such settlement offer. In all other cases, the Board shall submit any settlement offer to the Owners, who shall have the right to accept any such settlement offer upon a majority vote of all of the Members of the Association.

(c) In no event shall any Association working capital fund be used as the source of funds to institute, prosecute, maintain and/or intervene in any Proceeding (including, but not limited to, any Non-Operational Controversy).

(d) Any post-turnover litigation involving the Association (as Plaintiff) and the Declarant shall strictly comply with each of the provisions of this Section 6.5. The parties hereby covenant, stipulate, and agree that in the event the Association fails to satisfy the prerequisites set forth herein, the Association will indemnify, defend, hold harmless, and exculpate Declarant to the fullest extent permissible by law, and Declarant shall be entitled to recover any and all attorneys fees and costs expended as a result of enforcing this provision 6.5., which fees and costs may include, without limitation, pre-litigation attorneys fees, costs incurred in connection with investigation of potential claims, including expert and consultant fees, testing fees, contractor fees, and insurance deductibles. The parties further covenant, stipulate, and agree that failure to comply with section 6.5 herein will result in damages to Declarant including, without limitation, reputational harm, and may result in damages to Declarant including lost revenues, and loss of business and sales opportunities.

(e) Any provision in this Declaration notwithstanding: (1) other than as set forth in this Section 6.5, the Association shall have no power whatsoever to institute, prosecute, maintain or intervene in any Proceeding, (2) any institution, prosecution or maintenance of, or intervention in, a Proceeding by the Board without first strictly complying with, and thereafter continuing to comply with, each of the provisions of this Section 6.5, shall be unauthorized and *ultra vires* (i.e., an unauthorized and unlawful act, beyond the scope of authority of the corporation or of the person(s) undertaking such act) as to the Association, and shall subject any member of the Board who voted or acted in any manner to violate or avoid the provisions and/or

requirements of this Section 6.5 to personal liability to the Association for all costs and liabilities incurred by reason of the unauthorized institution, prosecution or maintenance of, or intervention in, the Proceeding; and (3) this Section 6.5 may not be amended or deleted at any time without the express prior written approval of both: (a) Members representing not less than sixty-seven percent (67%) of the total voting power of the Association, and (b) not less than seventy-five percent (75%) of the total voting power of the Board; and any purported amendment or deletion of this Section 6.5 or any portion hereof, without both of such express prior written approvals shall be void.

VII. MAINTENANCE

7.1. Maintenance. The Association will provide maintenance for the Common Area as follows: trees, shrubs, grass, walks, fencing, streets and other exterior improvements. The Association will provide snow removal from the streets, sidewalks with in the common area. The Association will provided maintenance on all amenities in the Common Areas, including but not limited to play ground and patio areas.

7.2. Services. The Association shall provide or contract for such services as the Board of Directors may reasonably deem to be of benefit to the Property, including, without limitation, garbage/trash removal services for all Living Units.

7.3. Owner Responsibility. Each Owner shall keep his Lot, fencing, and Living Unit in a clean, uncluttered, attractive condition, well maintained, and in good working order, including without limitation, interior walls, ceilings, floors, and permanent fixtures and appurtenances thereto, paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, doors, windows, trees, shrubs, grass, walks, driveways, fencing, and other exterior improvements. Each Owner shall be responsible for all snow removal and landscaping maintenance within his lot, as well snow removal for sidewalk directly adjacent to his lot.

7.4. Owner Maintenance Neglect. 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 Lot for the purpose of maintaining and repairing such Lot or any improvement thereon (including a Living Unit) if for any reason the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of this Declaration or any Rules of the Association. The Association shall also have the power and authority from 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 enjoy any breach or threatened breach of this Declaration or any Rules promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such Rules.

7.5. Maintenance Caused by Owner Negligence. In the event that the need for maintenance or repair of Common Areas as specified herein is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests, tenants, or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair work shall be added to and become an Individual Assessment (as set forth in Section 5.5) to which such Lot is subject.

VIII. INSURANCE

8.1. Insurance. The Board of Directors shall obtain insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies. Insurance premiums shall be a Common Expense.

8.2. Property Insurance.

(a) Hazard Insurance. The Association shall maintain a blanket policy of property insurance covering the Common Area. The Association may maintain broader coverage if afforded by the insurance contract.

1) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an “all in” or “all inclusive” insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in Common Areas or otherwise permanently part of or affixed to Common Areas.

2) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by “special form” property coverage.

3) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

4) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Project’s insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

5) The Association shall keep an amount equal to the Association’s property insurance policy deductible or \$10,000, whichever is less, in an operations savings account. This requirement shall not apply to any earthquake or flood insurance deductible.

6) If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner, then the Association’s policy provides primary coverage and the Owner is responsible for the Association’s policy deductible.

7) If, in the exercise of its business judgment, the Board determines that a claim is

likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

8) The Association shall provide notice to each Owner of the Owner's obligation for the Association's policy deductible and of any change in the amount of the deductible.

9) The Association shall have no obligation to obtain or maintain any insurance covering Owners' personal and real property, and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

8.3. Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than Two Million Dollars (\$2,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Internet Endorsement or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligence acts of the Association or another Owner.

8.4. Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Project's Documents, and breach of contract (if available). This policy shall: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

8.5. Insurance Coverage for Theft and Embezzlement of Association Funds. The Association shall obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three (3) months' regular assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) provide coverage for theft or embezzlement of funds by: (a) Officers and Board of Directors members of the Association, (b) employees and volunteers of the Association, (c) any manager of the Association, (c) officers, directors, and employees of any manager of the Association, and (d) coverage for acts.

8.6. Worker's Compensation Insurance. The Board of Directors shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Board of Directors deems appropriate.

8.7. Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Mortgagee.

8.8. Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

8.9. Association has the Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy are payable to an Insurance Trustee if one is designated, or to the Association, and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Living Units. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for the purpose of negotiating all losses related thereto, including the collection, receipt of, and appropriate disposition of all insurance proceeds; the execution of releases of liability; and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of the Owner.

8.10. Insurance Trustee. In the discretion of the Board of Directors or upon written request executed by Owners holding at least 50% of the Allocated Interest, the Board of Directors shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter into an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owners or Board of Directors (as the case may be) shall require.

8.11. Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

8.12. Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

8.13. Annual Insurance Report. Not later than sixty (60) days prior to the beginning of each fiscal year, Board of Directors may obtain a written report by a reputable insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association) setting forth the existing insurance obtained pursuant to the Declaration and stating whether in the opinion of such broker or consultant, the insurance complies with the requirements of the Declaration and the Act. Such report may also set forth recommendations regarding current policy provisions and for additional insurance reasonably required for the protection of the Owners and Lenders in light of the insurance then available and the prevailing practice with respect to other similar condominium projects. The Board of Directors shall be protected in relying on the written report furnished pursuant to this Subsection provided reasonable care and prudence were exercised in selecting such insurance broker, agent, or consultant. The most recent annual insurance report shall be made available to all Lenders and Owners upon request.

8.14. Applicable Law. This Declaration is specifically subjecting the Association to the insurance requirements required by U.C.A. §57-8a-401 through §57-8a-407, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance laws applicable to Home Owners Associations shall apply to this Association.

IX. USE RESTRICTIONS

9.1. Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units.

9.2. Use of Lots and Living Units. All Lots are intended to be improved with Living Units and are restricted to such use. Except as may be approved to the contrary, each Living Unit shall be used only as a single-family residence. No gainful occupation, profession, trade, or other nonresidential use shall be conducted on any Lot or Living Unit without the prior written consent of the Board and applicable governmental entities. However, the Board shall not approve commercial activities otherwise prohibited by this Section unless the Board determines that only normal residential activities would be observable outside of the Living Unit and that the activities would not be in violation of applicable local ordinances. No Lot or Living Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Living Unit, so as to create a nuisance or interfere with the rights of any Owner, or in any way which would result in an increase in the cost of any insurance covering the Common Areas.

9.3 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon any Lot, Living Unit, or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the quiet enjoyment of other Lots, Living Units, or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No use shall be made of any Living Unit which shall cause the improvements within the Development or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspected, or cause any company issuing such insurance to refuse renewal thereof.

9.4 Recreational Vehicles. No boats, trailers, motorhomes, large trucks, commercial vehicles, or the like belonging to Owners or other residents of the Property shall be parked within the Development, not to exceed forty-eight (48) hours. No motor vehicle of any kind shall be repaired, constructed, or reconstructed upon any Lot, Private Street or other Common Areas, except for emergency repairs to vehicles. Any motor recreational vehicle must be kept in an enclosed garage or in a back yard concealed from view from the street by a privacy fence.

9.5 Pets. No animals shall be kept in the Project except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animals shall be kept. No more than one household pet may be kept in any Unit without the written permission of the Association. No pets shall be permitted to run loose upon the Common Areas.

9.6 Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated, or maintained on or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a Living Unit or appurtenant structures.

9.7 Nuisances. No rubbish or debris of any kind shall be placed upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Living Unit or Lot shall be used in such manner as to obstruct or interfere with the enjoyment of Occupants of other Living Units or Lots. Without any of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on Lots or in Living Units. Smoking in Common Areas is considered a nuisance and is expressly prohibited.

9.8 Signs. No signs whatsoever (including, without limitation, political signs) shall be erected or maintained on any Lot, except such signs as may be required by legal proceedings, or a "For Sale" or "For Rent" sign, to the extent permitted, and in conformance with the Rules and Regulations promulgated by the Board.

9.9. Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board. Insofar as possible, such containers shall be maintained as not to be visible from the street view except to make them available for collection and then only for the shortest time necessary to effect such collection. The Association shall provide garbage cans and waste removal services.

9.10. Smoke and Carbon Monoxide Detectors. Each Living Unit shall have an operable carbon monoxide detector and smoke detectors as required by building code. The Board may, but is not required to, enter a Living Unit to ensure that it is in compliance with this Section. Smoking is prohibited in common areas

9.11. Omitted

9.12. Parking. No parking is allowed on roadways or streets within the Project boundaries. This prohibition on parking on roadways and streets is for all vehicles, including but not limited to, automobiles, trucks, buses, tractors, camping vehicles, boats, bus trailers, snowmobiles, mobile homes, two, three or four whelled motor vehicles, or other wheeled vehicles, shall be permitted to be parked on any private street. Furthermore, the Board of Directors is authorized to adopt and implement reasonable rules and regulations pertaining to parking within the Project boundaries. The Board of Directors may hire at their discretion a third party parking enforcement company to enforce any rules and regulations.

9.13. Renting of Living Units. Notwithstanding anything to the contrary contained in this Declaration, the leasing or renting of any Living Unit within the Project shall be governed by this Section. An Owner may "rent" his/her Living Unit subject to the limitations and requirements of this Section. For purposes of this Section only, the term "rent" in any grammatical form includes lease, sublet, or otherwise permit or allow others to reside therein for legal consideration payable to the Owner or to others at the Owner's request or direction, or allow others to reside therein alone for charitable purposes without the owner in residence. A Living Unit may not be rented except by written agreement that requires the tenants to abide by the Governing Documents and specifically provides that a violation of any provision of the Governing Documents is a breach under the rental agreement. A copy of the rental agreement shall be provided to the Board upon request. The Board may adopt by resolution, Rules that establish the contents or exact form of rental agreements, and any other Rules deemed necessary by the Board to implement this Section. Pursuant to Rules adopted under this Section, if the Board determines that a tenant has violated a provision of the Governing Documents, after notice and an opportunity for a hearing as provided by the Act, the Board may assess fines against the Owner and/or require an Owner to terminate a rental agreement.

9.14. No Patio / Deck Storage. No observable outdoor storage of any kind shall be permitted on patios, front yards, porches, etc., except for patio furniture and portable barbecue grills in good condition which may be maintained on patios. Said patio furniture shall conform with standards set by the Architectural Committee.

X. ARCHITECTURAL CONTROLS

10.1. Architectural Control Committee. The Board may appoint a three (3) member

Architectural Control Committee, the function of which shall be to insure that all improvements and landscaping within the Property harmonize with existing surroundings and structures (herein the "Committee"). The Committee need not be composed of Owners. If such a Committee is not appointed, the Board shall perform the duties required of the Committee. The City may require that building permit applications show evidence that the architectural control committee has approved each building plan. No person, firm or entity shall change, modify or amend any of the conditions of a recorded declaration of building use restrictions for a planned development without first obtaining City approval. No change shall be approved which would be contrary to the requirements of this Chapter or an approved planned development plan

10.2. Architectural Controls. Notwithstanding any other provision to the contrary, no Owner shall make structural alterations or modifications to his Unit or to any of the Common Areas or Limited Common Areas, including but not limited to, the erection of antennas, aerials, awnings, the placement of any reflective or other materials in the windows of his Unit or other exterior attachments and signs or other advertising devices without the written approval of the Association. The Association shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Project. No exterior changes whatsoever shall be commenced, erected, maintained, made or done without the prior written approval of the Board of Directors. The Board of Directors or Committee may designate the design, color, style, model and manufacturer of any exterior improvement or alteration that is acceptable to the Board of Directors. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. No interior structural changes whatsoever shall be commenced, erected, maintained, made or done without the prior written approval of the Board of Directors or Committee. By way of illustration, but not of limitation, the following are considered interior structural changes: moving, removing, adding, or altering walls, doorways, windows, skylights, venting, and the like. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

10.3. Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it made pursuant to this Article X.

XI. ENFORCEMENT

The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, each provision of this Declaration, including the right to prevent any violation of such, and the right to recover damages and other sums for such violation(s). The Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Bylaws and the Rules and any respective amendments thereto. The prevailing party in any action for the enforcement of any provisions of the Governing Documents (including but not limited to litigation and the appeal thereof) shall be entitled to collect court costs and reasonable attorneys' fees. Notwithstanding the provisions of this Section, this Section shall not apply to any Non-Operational Controversy, as parties to any Non-Operational Controversy shall bear their own attorney fees and costs.

XII. DECLARANT RIGHTS

12.1. Administrative Control of Association. Declarant shall assume full administrative control of the Association through an appointed interim Board, which shall serve until the turnover Meeting. The Turnover Meeting shall be held at the Declarant's option and sole discretion but shall not be held later than three (3) years from the date that the last Lot to be developed upon the Property is sold. Declarant may elect to relinquish control of the Association at an earlier time by written notice to Owners and the Turnover Meeting shall be held within ninety (90) days of such notice.

12.2. Other Rights. In addition to any other rights under the Governing Documents, as long as Declarant owns at least one (1) Lot within the Project, Declarant:

(a) Sales Office. Shall have the right to maintain a sales office and model on one or more of the Lots which Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.

(b) "For Sale Signs." May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant, at reasonable locations on the Project, including without limitation, the Common Area.

(c) Declarant Exemption. Unless specifically and expressly bound by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents.

12.3. Easements Reserved to Declarant.

(a) The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Public Utility Easement," or otherwise designated as an easement area over any road or Common Area on the Project, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat.

(b) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Project and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located.

(c) Easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

(d) The reservation to the Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of

utility services, and related services and facilities

(e) The Declarant reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as “open space” and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Project except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Board.

(f) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

XIII. RIGHTS OF FIRST MORTGAGEE

Notwithstanding anything contrary contained herein, the following provisions apply:

13.1. Rights of First Refusal. Any “right of first refusal” which may be granted herein shall not impair the rights of the first Mortgagee of a Lot to: (1) foreclose or take title to a Lot pursuant to the remedies provided in the Mortgage; (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (c) sell or lease a Lot acquired by a Mortgagee.

13.2. Title in Mortgagee. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be liable for such Lot’s Assessments or charges which accrue prior to the acquisition of title of such Lot by the Mortgagee. However, such first Mortgagee shall be responsible for Assessments or charges levied while it holds title to the Lot.

13.3. Notice of Default by Lot Owner. In the event an Owner neglects for a period of sixty (60) days or more to cure any failure on his part to perform his obligations under this Declaration or other Governing Documents, the Association, upon written request from the Mortgagee, shall give written notice of such fact to the Mortgagee covering such Owner's Lot.

13.4. Abandonment, Termination, Etc. Unless all of the holders of first Mortgages on the individual Lots have given their prior written approval, neither the Association nor the Owners acting as a group shall be entitled by act, omission or otherwise to abandon or terminate the Project.

13.5. No Priority. No provision herein is intended, nor shall it be construed, to give any Lot Owner, or any other party, priority over any rights of the first Mortgagee of a Lot pursuant to its Mortgage in the case of a distribution to such Lot Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Areas.

XIV. RIGHT OF ENTRY

The Association acting through the Board or its duly authorized agent shall have the right at all times upon reasonable notice of at least 48 hours to enter upon or into any Lot or Living Unit, without trespass, and regardless of whether or not the Lot Owner or Occupant thereof is present at the time, to abate any infractions, to fulfill its responsibilities, to exercise its rights, to make repairs or correct any violation of any of the Declaration or Rules, and in connection therewith shall have the further right to assess all costs incurred against the Owner, such Assessment to be secured by a lien provided in Article V. Notice shall not be necessary in case of an emergency originating in or threatening such Living Unit or any other part of the Project, including the sound or sight of running water in a Living Unit, the smell or sight of smoke in a Living Unit, abnormal or excessive noises; and foul smell. Owners shall also maintain up-to-date emergency contact information records with the Association, including any local representative an Owner may have. Owners shall be responsible for any costs incurred by the Association as a result of entering a Living Unit under this Section and shall indemnify and hold harmless the Association for all damages related to such entry, except for such damages resulting from recklessness or bad faith.

XV. MISCELLANEOUS

15.1. Notices. Any notice required or permitted to be given to any Owner or Member according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, or if mailed, postage prepaid, to the person who appears as a Member or Owner, at the latest email or mailing address for such person appearing in the records of the Association at the time of mailing. If no mailing address has been provided, the Lot owned by said Owner shall be used for notice purposes.

15.2. Amendment. Except as otherwise provided herein, this Declaration and/or the Plat may be amended only upon the affirmative vote of at least sixty-seven percent (67%) of the Lot Owners. Amendments to the Declaration shall be proposed by either a majority of the Board or by at least thirty percent (30%) of the Lot Owners. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon. Any amendment(s) shall be effective upon recordation in the office of the recorder of Weber County, State of Utah. In such instrument the Board and/or president of the Association shall certify that the vote required by this Section for amendment has occurred. If a Lot is owned by more than one Owner, the signature of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the signature of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No acknowledgment of any signature shall be required.

(a) Declarant's Right to Amend. Notwithstanding anything in this Declaration, so long as the Declarant owns any Lot within the Association, the Declarant shall have the unilateral right to amend the Declaration.

15.3. Consent in Lieu of Voting. In any case in which this Declaration requires authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes 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 Members entitled to cast at least the stated percentage of all membership votes outstanding in the Association. The following

additional provisions shall govern any application of this Section 15.3:

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

(b) The total number of votes required for authorization or approval under this Section 15.3 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 Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose.

15.4. Dissolution. Subject to the restrictions set forth in Article XIII of this Declaration pertaining to Mortgagee protection, the Association may be dissolved by the affirmative assent in writing from 90% of the Lot Owners. Upon dissolution of the Association, all of its agency or authority to be used for purposes similar to those provided for in the Articles of Incorporation or this Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas, common access roadways, curbs, gutters, and sidewalks on a pro rata basis which conforms substantially with the assessments procedure, terms and conditions set forth in Article V of this Declaration.

15.5. Interpretation and Severability. 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 provision hereof is constructed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

15.6. Covenants to Run with Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association and all parties who hereafter acquire any interest in a Lot or in the Common Areas shall be subject to the terms of this Declaration and the provisions of any Rules, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a 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.

15.7. No Waiver. Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in the Bylaws or the Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

15.8. Security. The Association shall in no way be considered an insurer or guarantor of security within or relating to the Property, including any Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures

undertaken. Owner or Occupant agree by purchasing a Lot in this Association that Association, and the Board, are not insurers of the safety or well-being of Owners or Occupants or of their personal property, and that each Owner or Occupant assumes all risks for loss or damage to persons, the Lots, the Common Areas, and to the contents of improvements located thereon to the extent not insured by the Association. EACH OWNER AND OCCUPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE ASSOCIATION AND THE BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SECURITY OF THE TOWNHOME PROJECT.

15.9. Effective Date. The 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.

XVI EXPANSION OF THE COMMUNITY

16.1 Expansion by Declarant. From time to time, the Declarant may submit to the terms of this Declaration all or any portion of the Annexable Property by recording a Supplement describing the additional property to be submitted. The Declarant may record such a Supplement without the consent of any Person except the owner of such property, if not the Declarant.

(a) The Declarant's right to expand the Community under this Section expires when all property described in Exhibit "B" has been submitted to this Declaration or 30 years after this Declaration is recorded, whichever is earlier. Until then, the Declarant may transfer or assign this right to a Declarant Affiliate or any Person who is the developer of at least a portion of the real property described in Exhibit "A" or Exhibit "B". Any such transfer shall be described in a recorded instrument executed by the Declarant.

(b) Nothing in this Declaration shall require the Declarant or any successor to submit additional property to this Declaration or to develop any of the property described in Exhibit "B" in any manner whatsoever.

16.2 Expansion by the Association. If approved by the Association in writing, the Association also may submit additional property to this Declaration by recording a Supplement describing the additional property. Any Supplement which the Association records must be approved by the Owners of more than 50% of the total votes in the Association at a meeting duly called for such purpose and by the owner of the property to be submitted. In addition, during the Development and Sale Period, the Declarant's consent is required. The Association's President and Secretary, the owner of the property, and the Declarant, if the Declarant's consent is required, shall sign the Supplement.

16.3 Additional Covenants and Easements. Any Supplement that the Declarant records may impose additional covenants and easements on the property described in such Supplement, such as covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Special Assessments. Such provisions may be included in a Supplement submitting new property to this Declaration or may be set forth in a separate Supplement applicable to property previously submitted to this Declaration. If someone other than the Declarant owns the property, then the Supplement must

be signed by such owner evidencing such owner's consent. Any Supplement may add to, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the property described in the Supplement, in order to reflect the different character and intended use of such property.

16.4 Effect of Filing a Supplement. A Supplement shall be effective upon recording unless otherwise specified in the Supplement. On the effective date of the Supplement, any additional property made subject to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration. Notwithstanding anything to the contrary herein, the Association must give its prior written approval to any Supplement that is adopted by the Association. If a Supplement is not approved, in advance and in writing, by the Association, then said Supplement shall be deemed void and of no force and effect.

16.5 Unit Conversions. In the event that any development or building now or hereafter constructed within the Community is used or operated for non-residential purposes, such as retail, office, or other commercial uses, and such development is later converted or operated for residential purposes, the owner of such property may submit such property to the provisions of this Declaration by recording a Supplement describing the property and specifically submitting it to the terms of this Declaration. Such Supplement Declaration shall not require the consent of the Association, but shall require the signature of an officer of the Association acknowledging it. In addition, the Declarant's prior written consent shall be necessary so long as the Declarant or a Declarant Affiliate owns any property described in Exhibit "A"

16.6 Withdrawal. Notwithstanding any other provisions of this Declaration, Declarant reserves the right to amend this Declaration so long as it has the right to expand/annex additional property pursuant to this Article, for the purpose of removing property then owned by the Declarant or its assignees from coverage of this Declaration, to the extent originally included in error or as a result of any changes in Declarant's plans for the Property, provided such withdrawal is not unequivocally contrary to the overall scheme of development for the Property.

16.7 No Obligation to Expand. Nothing herein shall constitute a representation, warranty or covenant that Declarant, any successors or assigns of Declarant, or any other Person will subject any additional property to the provisions of this Declaration, nor shall Declarant, any successors or assigns of Declarant, or any other person be obligated so to do, and Declarant may, by recorded instrument executed by Declarant, waive their rights so to do, in whole or in part, at any time or from time to time.

16.8 FHA/VA Approval. In the event that, and for so long as, the FHA or the VA is insuring or guaranteeing loans or has agreed to insure or guarantee loans on any portion of the Annexable Property with respect to the initial sale by Declarant or builder to the initial purchaser of any Residence, then a condition precedent to any annexation of any property other than the Annexable Property shall be written confirmation by the FHA or the VA that the annexation is in accordance with the development plan submitted to and approved by the FHA or the VA; provided, however, that such written confirmation shall not be a condition precedent if at such time the FHA or the VA has ceased to regularly require or issue such written confirmations.

16.9 City Approval. The project has been approved by Riverdale City as a Planned

Development Overlay and is subject to all terms and conditions of approval, including Ordinance No. 2018-20, as amended, and applicable subdivision approvals.

16.10 Transfer of Land. Written notice to all association members and to the City shall be provided no less than 60 days prior to any proposed transfer of any common area land or facility, or the assumption of maintenance for common area land or facility. No such transfer shall be effective unless approved by the City, which approval shall not be unreasonably withheld so long as it is consistent with the provisions of this Chapter and applicable law.

16.11 Restrictions concerning common open space and/or facilities shall run with the land and not for a period of years.

[Certification on Next Page]

CERTIFICATION

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized president and secretary.

IN WITNESS WHEREOF, this amendment is hereby executed this ___ day of _____ in 2019.

Coleman VU Heights LLC

By _____
Its: Manager

State of Utah)
 ss.
County of _____)

On the _____ day of _____ 20____, personally appeared before me _____ who by me being duly sworn, did say that he is the president of the Coleman VU Heights LLC, and that the foregoing instrument is signed and executed by authority of the consent of its members.

Notary Public _____

Residing in _____

My commission expires:

EXHIBIT A
LEGAL DESCRIPTION

DRAFT

COLEMAN VU HEIGHTS



Aspen

COLEMAN VU HEIGHTS



Birch

COLEMAN VU HEIGHTS



Chestnut

COLEMAN VU HEIGHTS



Durian

COLEMAN VU HEIGHTS



Evergreen

COLEMAN VU HEIGHTS



Great Oak

COLEMAN VU HEIGHTS



Hawthorne

COLEMAN VU HEIGHTS



Ivy



COLEMAN VU HEIGHTS

5369 SOUTH 1050 WEST
RIVERDALE, UTAH

FOR REVIEW
NOT FOR CONSTRUCTION

DATE PRINTED
August 4, 2022

INDEX OF DRAWINGS

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C-001	GENERAL NOTES	PP-3	PLAN AND PROFILE MOTOR VU DRIVE / BROTHERS WAY
C-100	DEMOLITION PLAN	PP-4	PLAN AND PROFILE BROTHERS WAY
C-200	SITE PLAN	PP-5	PLAN AND PROFILE SHIPLEY DRIVE
C-300	GRADING AND DRAINAGE PLAN	PP-6	PLAN AND PROFILE SHIPLEY DRIVE
C-400	UTILITY PLAN	PP-7	PLAN AND PROFILE AVA COURT
C-500	EROSION CONTROL PLAN	PP-8	PLAN AND PROFILE BETTY COVE / BETTY LANE
PP-0	PLAN AND PROFILE KEY MAP	PP-9	PLAN AND PROFILE BETTY LANE
PP-1	PLAN AND PROFILE MOTOR VU DRIVE	C-600	DETAILS

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS. THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

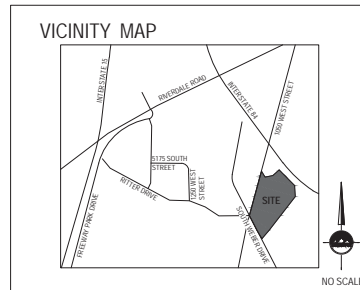
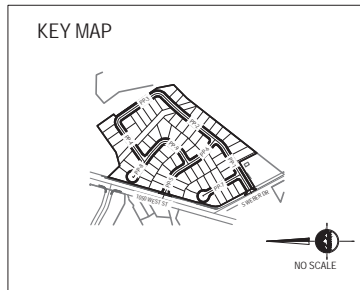
CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, REDEMPT AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

NOTICE TO DEVELOPER/ CONTRACTOR

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



GENERAL NOTES

1. ALL WORK SHALL CONFORM TO RIVERDALE CITY STANDARDS & SPECIFICATIONS.
2. CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
3. BENCHMARK ELEVATION - WEST CORNER SECTION 16, T5N, R2W SALT LAKE BASE & MERIDIAN, ELEV. = 4290.40



SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

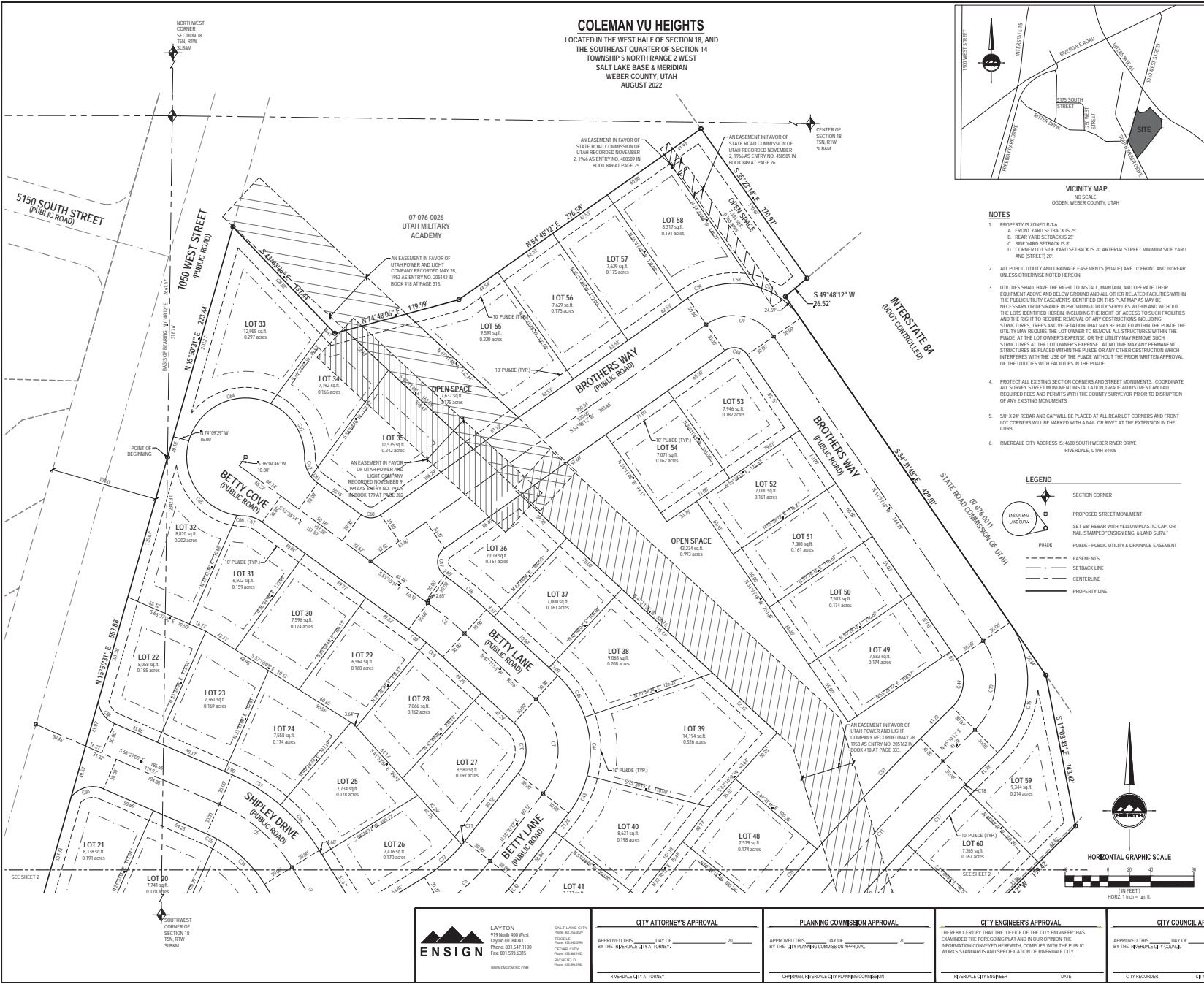
FOR:
ANDERSON DEVELOPMENT
9157 SOUTH 70 EAST
SANDY, UTAH 84070
CONTACT:
BRODIE ANDERSON
PHONE: 801.443.8100

COLEMAN VU HEIGHTS
5369 SOUTH 1050 WEST
RIVERDALE, UTAH

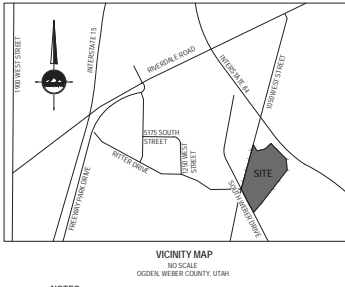
2022-08-04 PRELIM SUBMITTAL

COVER

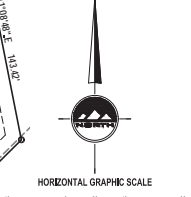
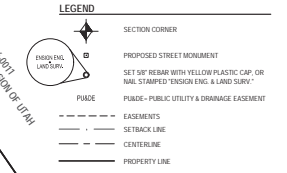
PROJECT NUMBER: 11530
DRAWN BY: JWS
CHECKED BY: BMM
DESIGNED BY: BMM
PROJECT MANAGER: BMM



COLEMAN VU HEIGHTS
 LOCATED IN THE WEST HALF OF SECTION 18, AND
 THE SOUTHWEST QUARTER OF SECTION 14
 TOWNSHIP 5 NORTH RANGE 2 WEST
 SALT LAKE BASE & MERIDIAN
 WEBER COUNTY, UTAH
 AUGUST 2022



- NOTES**
- PROPERTY IS ZONED R 1.4.
 A. FRONT YARD SETBACK IS 20'
 B. REAR YARD SETBACK IS 20'
 C. SIDE YARD SETBACK IS 5'
 D. CORNER LOT SIDE YARD SETBACK IS 20' ARTERIAL STREET MINIMUM SIDE YARD AND STREET SET.
 - ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (PLUDES) ARE 10' FRONT AND 10' REAR UNLESS OTHERWISE NOTED HEREON.
 - UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REMOVE OR REPAIR ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PLUDES. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PLUDES AT THE LOT OWNER'S EXPENSE. OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURE BE PLACED WITHIN THE PLUDE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PLUDE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PLUDE.
 - PROTECT ALL EXISTING SECTION CORNERS AND STREET MONUMENTS. COORDINATE ALL SURVEY STREET MONUMENT INSTALLATION, CORNER ADJUSTMENT AND ALL REQUIRED FEES AND PERMITS WITH THE COUNTY SURVEYOR PRIOR TO DISRUPTION OF ANY EXISTING MONUMENTS.
 - 5/8" X 24" REBAR AND CAP SHALL BE PLACED AT ALL REAR LOT CORNERS AND FRONT LOT CORNERS WILL BE MARKED WITH A NAIL OR NUBBY AT THE EXTENSION IN THE CURVE.
 - REVERENDUE CITY ADDRESS IS: 4600 SOUTH WEBER RIVER DRIVE, REVERENDUE, UTAH 84005



SURVEYOR'S CERTIFICATE

I, TRENT R. WILLIAMS, do hereby certify that I am a Licensed Professional Land Surveyor in the State of Utah and that I hold License No. 66424. In accordance with Title 18, Chapter 27 of the Professional Engineers and Land Surveyors Act, I further certify that by authority of The State, I have completed a survey of the property described on this subdivision plat in accordance with Section 17-2-1. I used best methods of measurements and that the monuments shown on this plat are located as indicated and are sufficient to accurately establish the boundaries of the houses described on this plat and property and that I have been duly sworn and to a true and correct representation of the house described herein included in said subdivision based on data compiled from The County Recorder's Office. I further certify that all lots meet frontage width and area requirements of applicable zoning ordinances.

OWNER'S DEDICATION

Will the undersigned owners of the above described tract, do hereby set apart and dedicate the same into public streets (hereinafter referred to as) as shown hereon and name said tract:

COLEMAN VU HEIGHTS

Dedicate to public use three parts in parcels of said tract of land designated as such, the same to be used as public thoroughfares. Grant and convey to the subdivision home owners association, or those part or portions of said tract of land designated as common areas and open spaces to be used for recreational and open space purposes for the benefit of each home owners association member in common with all others in the subdivision and grant and dedicate to the city a perpetual open space right and easement and over the common areas in perpetuity to Reverendue City that the common areas remain open and undevoted except for approved recreational, parking and open space purposes.

Grant and dedicate a perpetual right and easement over open and under the lands designated hereon as public utility and drainage easements with no liability or encumbrance being created with such easements.

In witness whereof I have hereunto set my hand (s) this _____ day of _____ A.D. 20__

By _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH, I, S.S.,
 County of Weber,
 On this _____ day of _____ A.D. 20__ at _____ in the County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that he/she is the _____ of _____ a Limited Liability Company and that he/she signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein recited and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC, RESIDING IN _____ COUNTY.

COLEMAN VU HEIGHTS

LOCATED IN THE WEST HALF OF SECTION 18 AND THE SOUTHWEST QUARTER OF SECTION 14 TOWNSHIP 5 NORTH RANGE 2 WEST SALT LAKE BASE & MERIDIAN WEBER COUNTY, UTAH

WEBER COUNTY RECORDER

ENTRY NO. _____ FEE _____
 PAID _____ FILED FOR RECORD AND
 RECORDED THIS _____ DAY OF _____ 20__
 AT _____ IN BOOK _____ DAY _____ OF OFFICIAL RECORDS PAGE _____

SHEET 1 OF 2

PROJECT NUMBER: 11330
 MANAGER: M. MORGAN
 DRAWN BY: S. LEBLANC
 CHECKED BY: T. WILLIAMS
 DATE: 8/4/22
 WEBER COUNTY RECORDER
 DEPUTY RECORDER

ENSIGN
 LAYTON
 979 SOUTH 400 WEST
 LAYTON UT 84041
 Phone: 801.541.1100
 Fax: 801.543.6335
 WWW.ENSIGNCIVIL.COM

SALT LAKE CITY
 900 SOUTH 200 WEST
 SUITE 200
 LAYTON UT 84041
 Phone: 801.541.1100
 Fax: 801.543.6335
 WWW.ENSIGNCIVIL.COM

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____ 20__
 BY THE _____ CITY ATTORNEY.

REVERENDUE CITY ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____ 20__
 BY THE _____ CITY PLANNING COMMISSION.

CHAIRMAN, REVERENDUE CITY PLANNING COMMISSION

CITY ENGINEER'S APPROVAL

I HEREBY CERTIFY THAT THE OFFICE OF THE CITY ENGINEER HAS EXAMINED THE FOREGOING PLAT AND IN OUR OPINION THE INFORMATION CONTAINED HEREON COMPLIES WITH THE PUBLIC WORKS STANDARDS AND SPECIFICATIONS OF REVERENDUE CITY.

REVERENDUE CITY ENGINEER DATE _____

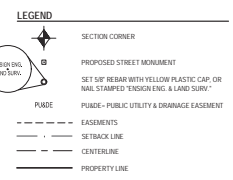
CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____ 20__
 BY THE _____ CITY COUNCIL.

QTY RECORDER CITY MAYOR

COLEMAN VU HEIGHTS

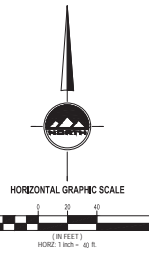
LOCATED IN THE WEST HALF OF SECTION 18, AND
THE SOUTHEAST QUARTER OF SECTION 14
TOWNSHIP 5 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEBER COUNTY, UTAH
AUGUST 2022



N 8°02'23" E
32.75'
N 12°07'17" E
8.83'
D=16°27'03"
R=197.70
L=56.76
CB-N 6°52'12" E
C=56.57'
D=2°10'28"
R=11.10'
CB-N 2°31'05" W
C=11.10'
D=8°07'33"
R=55.50
L=7.87'
CB-N 5°21'34" W
C=7.86'

D=86°34'21"
R=25.50
L=38.53'
CB-S 15°20'00" W
C=34.97'

CURVE TABLE					CURVE TABLE					CURVE TABLE							
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	200.00	71.38	20°26'58"	N48°22'41"E	71.00	C27	15.50	24.84	91°49'30"	S75°28'02"E	22.27	C52	2030.00	32.82	0°55'33"	S38°38'00"W	32.82
C2	200.00	71.38	20°26'58"	N48°22'41"E	71.00	C28	1700.00	58.93	19°11'11"	N49°01'35"E	58.66	C53	15.50	24.23	90°00'00"	S70°41'23"E	21.72
C3	200.00	4.41	17°54'47"	N38°48'01"E	4.41	C29	15.50	24.69	91°15'47"	N6°11'50"W	22.16	C54	180.00	56.02	17°49'59"	N40°36'22"W	55.80
C4	400.00	148.67	20°08'23"	S41°40'35"E	139.88	C30	430.00	21.44	2°51'27"	S50°24'05"E	21.44	C55	180.00	53.18	16°55'38"	N40°39'11"W	52.99
C5	150.00	61.52	20°08'23"	N48°04'11"W	61.67	C31	430.00	61.75	8°47'12"	S48°51'30"E	61.70	C56	25.50	26.42	59°48'47"	N64°52'38"E	25.43
C6	175.00	61.52	20°08'23"	N48°14'29"E	61.20	C32	430.00	65.95	8°47'12"	S58°27'01"E	65.89	C57	75.00	53.27	40°15'57"	N64°52'40"E	52.78
C7	65.00	96.80	80°22'08"	N4°30'52"W	88.13	C33	430.00	2.00	0°16'00"	S51°49'22"E	2.00	C58	75.00	65.47	49°58'09"	S79°47'15"W	63.30
C8	380.00	44.58	4°43'18"	N00°22'30"W	44.50	C34	120.00	62.02	29°36'30"	N46°29'42"W	61.32	C59	75.00	65.47	49°58'09"	S79°47'15"W	63.30
C9	65.00	71.31	80°49'09"	S19°57'49"W	68.01	C35	120.00	10.78	5°08'08"	N43°22'11"W	10.78	C60	15.50	19.28	71°19'34"	S89°32'31"E	18.56
C10	65.00	96.82	79°42'01"	N01°19'12"E	103.30	C36	25.50	33.56	75°24'12"	S35°30'55"W	33.19	C61	30.00	8.80	16°34'40"	S45°27'54"E	8.82
C11	200.00	244.26	7°00'00"	S41°07'57"W	244.19	C37	15.50	24.35	80°00'00"	N01°07'02"E	23.92	C62	30.00	19.80	37°02'34"	S19°28'03"E	19.30
C12	200.00	41.99	16°54'10"	N03°09'01"E	41.70	C38	370.00	46.36	7°19'42"	S48°18'27"E	46.33	C63	55.00	42.40	40°02'22"	N02°29'09"W	39.10
C13	200.00	14.10	3°20'41"	N03°55'27"E	14.09	C39	370.00	83.71	12°51'43"	S43°18'41"E	83.53	C64	55.00	45.18	99°58'06"	S45°25'09"W	43.14
C14	700.00	4.20	0°07'07"	S38°13'29"W	4.20	C40	15.50	24.35	80°00'00"	S17°02'27"W	23.92	C65	55.00	45.18	99°58'06"	S45°25'09"W	43.14
C15	700.00	158.06	4°20'52"	S40°26'26"W	158.02	C41	200.00	42.11	17°21'29"	N49°37'02"E	41.87	C66	55.00	47.72	77°00'07"	S48°52'32"E	47.72
C16	700.00	25.00	2°10'52"	S43°56'45"W	25.00	C42	200.00	9.90	2°46'29"	N39°13'37"E	9.90	C67	30.00	18.10	34°33'37"	N01°12'02"W	17.62
C17	700.00	3.41	0°05'04"	N04°07'13"W	3.41	C43	90.00	39.42	27°42'47"	N24°16'59"E	39.14	C68	350.00	20.30	3°19'05"	N02°15'34"W	20.30
C18	95.00	132.10	79°42'08"	N01°19'12"E	121.76	C44	90.00	55.42	33°28'21"	N2°18'50"W	54.43	C69	350.00	20.71	3°22'22"	N48°53'70"W	20.70
C19	25.50	41.58	97°25'39"	S43°49'01"E	31.12	C45	90.00	46.11	28°10'20"	N03°19'44"W	45.87	C70	35.00	52.10	80°22'08"	N4°30'52"W	47.44
C20	15.50	23.80	88°10'20"	N14°31'08"E	23.57	C46	410.00	48.30	4°47'18"	N03°33'00"W	48.07	C71	145.00	4.44	11°02'28"	N02°52'12"E	4.44
C21	30.00	23.67	49°05'57"	N02°46'19"W	23.01	C47	15.50	29.41	80°47'28"	S01°20'29"W	29.19	C72	145.00	46.53	10°23'09"	N49°07'01"E	46.33
C22	55.00	87.22	80°51'28"	S29°12'26"E	78.36	C48	15.50	23.84	80°40'00"	N9°33'48"W	23.34						
C23	55.00	83.97	87°28'01"	S45°52'23"W	76.05	C49	35.00	48.89	79°42'00"	N0°19'12"E	48.80						
C24	55.00	53.95	54°12'00"	N48°12'27"W	51.81	C50	200.00	141.33	3°09'20"	S41°18'27"W	141.30						
C25	30.00	23.67	49°05'57"	S7°00'17"E	23.01	C51	200.00	73.80	2°05'00"	S41°08'27"W	73.80						



COLEMAN VU HEIGHTS

LOCATED IN THE WEST HALF OF SECTION 18 AND THE SOUTHEAST QUARTER OF SECTION 14 TOWNSHIP 5 NORTH RANGE 2 WEST SALT LAKE BASE & MERIDIAN WEBER COUNTY, UTAH

<p style="text-align: center; font-weight: bold;">WEBER COUNTY RECORDER</p> <p style="font-size: x-small;">ENTRY NO. _____ FEE _____ PAID _____ FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____ 20____ AT _____ IN BOOK _____ OF OFFICIAL RECORDS PAGE _____</p>	<p style="text-align: center; font-weight: bold;">SHEET 2 OF 2</p> <p style="font-size: x-small;">PROJECT NUMBER: 11330 MANAGER: S. MORGAN DRAWN BY: S. LEWIS CHECKED BY: T. ALPHEUS DATE: 8/4/22</p>
<p style="font-size: x-small;">WEBER COUNTY RECORDER</p> <p style="font-size: x-small;">BY _____ DEPUTY RECORDER</p>	<p style="font-size: x-small;">LAYTON 1700 BUCK 400 WEST Layton UT 84040 Phone: 801.541.1100 Fax: 801.593.6315 www.ensigninc.com</p> <p style="font-size: x-small;">SALT LAKE CITY Phone: 801.462.6100 DRIVE Layton UT 84040 Phone: 801.541.1100 Fax: 801.593.6315 www.ensigninc.com</p>

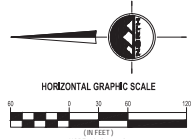


GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATION OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO SET TERMINI. IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
3. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOIL, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
4. ALL CONSTRUCTION SIGNAGE, BARRICADES, TRAFFIC CONTROL DEVICES, ETC. SHALL CONFORM TO THE LATEST EDITION OF THE MUTI C.D. THE CONTRACTOR WILL MAINTAIN SUCH SO THAT THEY ARE PROPERLY PLACED AND VISIBLE AT ALL TIMES.
5. SIGNALS AND CURBS DESIGNATED TO BE DEMOLISHED SHALL BE DEMOLISHED TO THE NEAREST EXPANSION JOINT, MATCHING THESE PLANS AS CLOSELY AS POSSIBLE.
6. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

- PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
1. PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, SIGNS, ETC. (TYPICAL UNLESS OTHERWISE NOTED).
 2. SAWCUT EXISTING ASPHALT PAVEMENT TO PROVIDE A CLEAN EDGE FOR THE TRANSITION BETWEEN EXISTING AND PROPOSED ASPHALT PAVEMENT.
 3. REMOVE AND PROPERLY DISPOSE OF EXISTING ASPHALT PAVEMENT.
 4. REMOVE AND PROPERLY DISPOSE OF EXISTING CONCRETE CURB AND GUTTER.
 5. REMOVE AND PROPERLY DISPOSE OF EXISTING CONCRETE SIDEWALK.
 6. REMOVE EXISTING LANDSCAPING IN THIS AREA.
 7. REMOVE AND PROPERLY DISPOSE OF EXISTING FENCE.
 8. REMOVE AND RELOCATE EXISTING 'NO PARKING' SIGN.
 9. REMOVE AND RELOCATE EXISTING ROADWAY SIGN.
 10. REMOVE AND PROPERLY DISPOSE OF EXISTING LIGHT POLES.
 11. REMOVE AND PROPERLY DISPOSE OF EXISTING STRUCTURES, CONCRETE SLABS, STAIRS, ETC., INCLUDING ALL ELECTRICAL APPURTENANCES, IN THIS AREA WHETHER OR NOT IDENTIFIED ON PLANS. CONTRACTOR TO FILL IN ALL HOLES CREATED DURING DEMOLITION WITH STRUCTURAL FILL TO PROPER SUBGRADE ELEVATION.
 12. REMOVE AND RELOCATE EXISTING SHED PER PROPERTY OWNERS DIRECTIONS.
 13. REMOVE AND RELOCATE EXISTING POWER POLES, GUY WIRES, AND OVERHEAD POWER LINES. COORDINATE WITH LOCAL POWER COMPANY.
 14. REMOVE AND PROPERLY DISPOSE OF EXISTING TREES.
 15. REMOVE AND PROPERLY DISPOSE OF EXISTING IRRIGATION BOX.
 16. REMOVE AND PROPERLY DISPOSE OF EXISTING ELECTRICAL BOX.
 17. REMOVE AND PROPERLY DISPOSE OF EXISTING CONCRETE DRIVE APPROACH.
 18. REMOVE AND PROPERLY DISPOSE OF EXISTING CONCRETE WATERWAY.
 19. REMOVE AND PROPERLY DISPOSE OF EXISTING POWER POLES, GUY WIRES, AND OVERHEAD POWER LINES. COORDINATE WITH LOCAL POWER COMPANY.
 20. REMOVE AND PROPERLY DISPOSE OF EXISTING CONCRETE WALL.
 21. EXISTING DRAINAGE DITCH TO BE REPLACED WITH PIPE. SEE UTILITY PLAN FOR RPPING INFORMATION.



BENCHMARK

WEST CORNER OF SECTION 16 TOWNSHIP 3 SOUTH RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
ELEV = 4300.40'

SALT LAKE CITY
45 W. 10000 S., Suite 500
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Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
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RICHFIELD
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www.ensigneng.com

FOR:
ANDERSON DEVELOPMENT
937 SOUTH 70 EAST
SANDY, UTAH 84070
CONTACT:
BRODIE ANDERSON
PHONE: 801.442.8100

COLEMAN VU HEIGHTS

5369 SOUTH 1050 WEST
RIVERDALE, UTAH

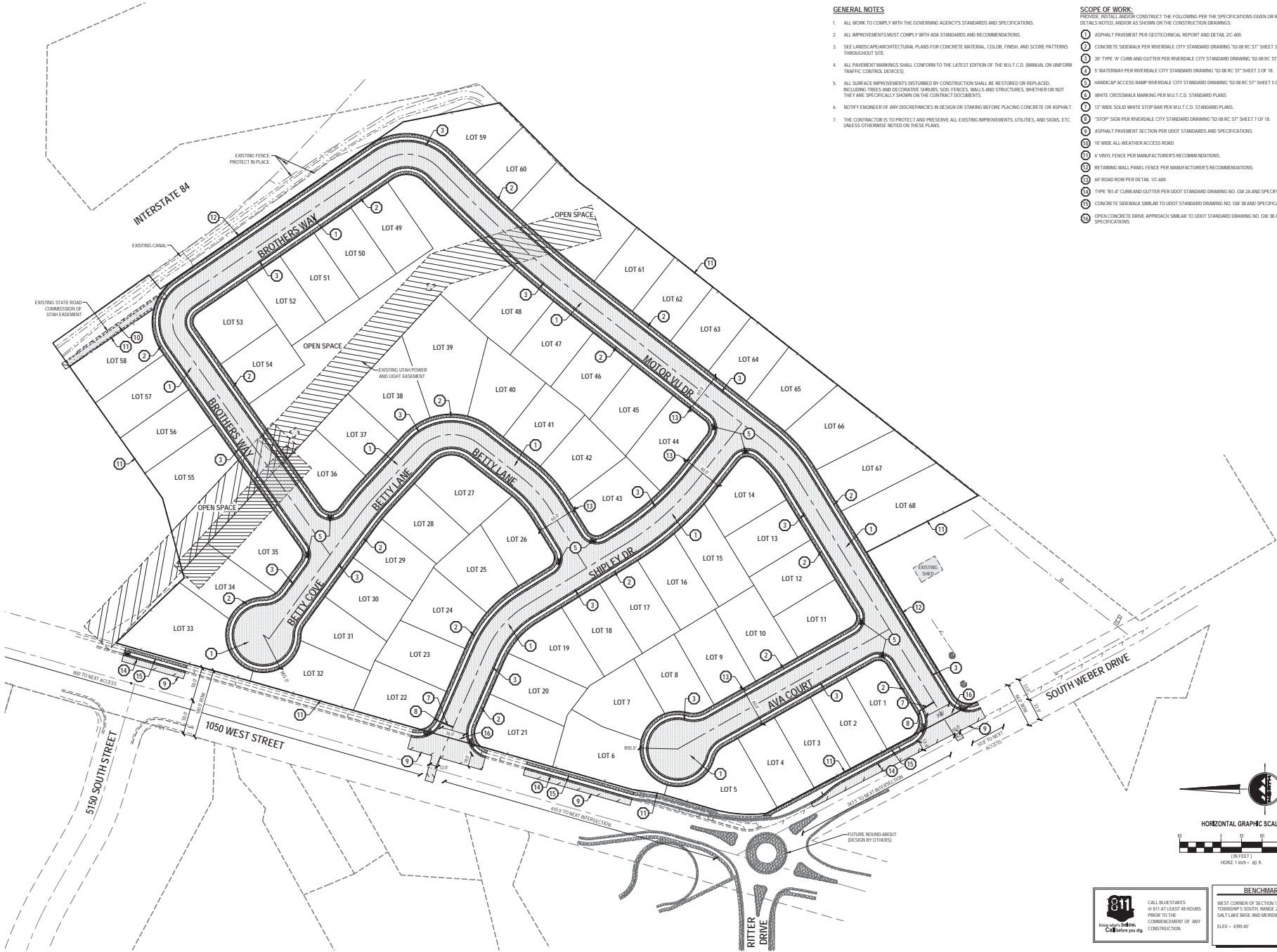
2022-08-04 PRELIM SUBMITTAL

DEMOLITION PLAN

PROJECT NUMBER: 11330
DRAWN BY: JWS
REVISION NUMBER: BMM

DESIGNED BY: BRDZD
CHECKED BY: BMM

C-100

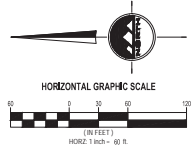


GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH AND SCORE PATTERNS THROUGHOUT SITE.
4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOIL, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

- PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1 ASPHALT PAVEMENT PER GEOTECHNICAL REPORT AND DETAIL 2C-400.
 - 2 CONCRETE SIDEWALK PER RIVERDALE CITY STANDARD DRAWING '10-08 RC-51' SHEET 3 OF 18.
 - 3 3" TYPE 'A' CURB AND GUTTER PER RIVERDALE CITY STANDARD DRAWING '10-08 RC-51' SHEET 3 OF 18.
 - 4 1" WATERWAY PER RIVERDALE CITY STANDARD DRAWING '10-08 RC-51' SHEET 5 OF 18.
 - 5 HANDICAP ACCESS RAMP PER RIVERDALE CITY STANDARD DRAWING '10-08 RC-51' SHEET 5 OF 18.
 - 6 WHITE CROSSWALK MARKING PER M.U.T.C.D. STANDARD PLANS.
 - 7 12" WIDE SOLID WHITE STOP BAR PER M.U.T.C.D. STANDARD PLANS.
 - 8 "STOP" SIGN PER RIVERDALE CITY STANDARD DRAWING '10-08 RC-51' SHEET 7 OF 18.
 - 9 ASPHALT PAVEMENT SECTION PER UDOT STANDARDS AND SPECIFICATIONS.
 - 10 10' WIDE ALL-WEATHER ACCESS ROAD.
 - 11 6" VINYL FENCE PER MANUFACTURER'S RECOMMENDATIONS.
 - 12 RETAINING WALL PANEL FENCE PER MANUFACTURER'S RECOMMENDATIONS.
 - 13 60' ROAD ROW PER DETAIL 1C-600.
 - 14 TYPE 'B1-A' CURB AND GUTTER PER UDOT STANDARD DRAWING NO. GW 2A AND SPECIFICATIONS.
 - 15 CONCRETE SIDEWALK SIMILAR TO UDOT STANDARD DRAWING NO. GW 3B AND SPECIFICATIONS.
 - 16 OPEN CONCRETE DRIVE APPROACH SIMILAR TO UDOT STANDARD DRAWING NO. GW 3B AND SPECIFICATIONS.



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BENCHMARK
 WEST CORNER OF SECTION 16
 TOWNSHIP 3 SOUTH, RANGE 2 WEST,
 SALT LAKE BASE AND MERIDIAN
 ELEV = 4390.40'



SALT LAKE CITY
 45 W. 10000 S., Suite 500
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LAYTON
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CEDAR CITY
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RICHFIELD
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FOR:
 ANDERSON DEVELOPMENT
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 SANDY, UTAH 84070
 CONTACT:
 BRODIE ANDERSON
 PHONE: 801.442.8100

COLEMAN VU HEIGHTS
 5369 SOUTH 1050 WEST
 RIVERDALE, UTAH

2022-08-04 PRELIM SUBMITTAL

SITE PLAN

PROJECT NUMBER	11130	REVISION	BRDZ
DRAWN BY	JWS	CHECKED BY	BAM
PROJECT MANAGER	BAM		

C-200



SALT LAKE CITY
45 W. 10000 S, Suite 500
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LAYTON
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TOOELE
Phone: 435.843.3590
CEDAR CITY
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RICHFIELD
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FOR:
ARCHITECT DEVELOPMENT
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CONTACT:
BROOKE ANDERSON
PHONE: 801.434.8100

COLEMAN VU HEIGHTS
5369 SOUTH 1050 WEST
RIVERDALE, UTAH

2022-08-04 PRELIM SUBMITTAL

GRADING AND DRAINAGE PLAN

PROJECT NUMBER: 11130
DRAWN BY: JWS
CHECKED BY: BMM

C-300

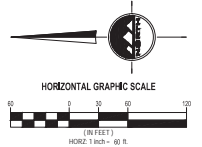
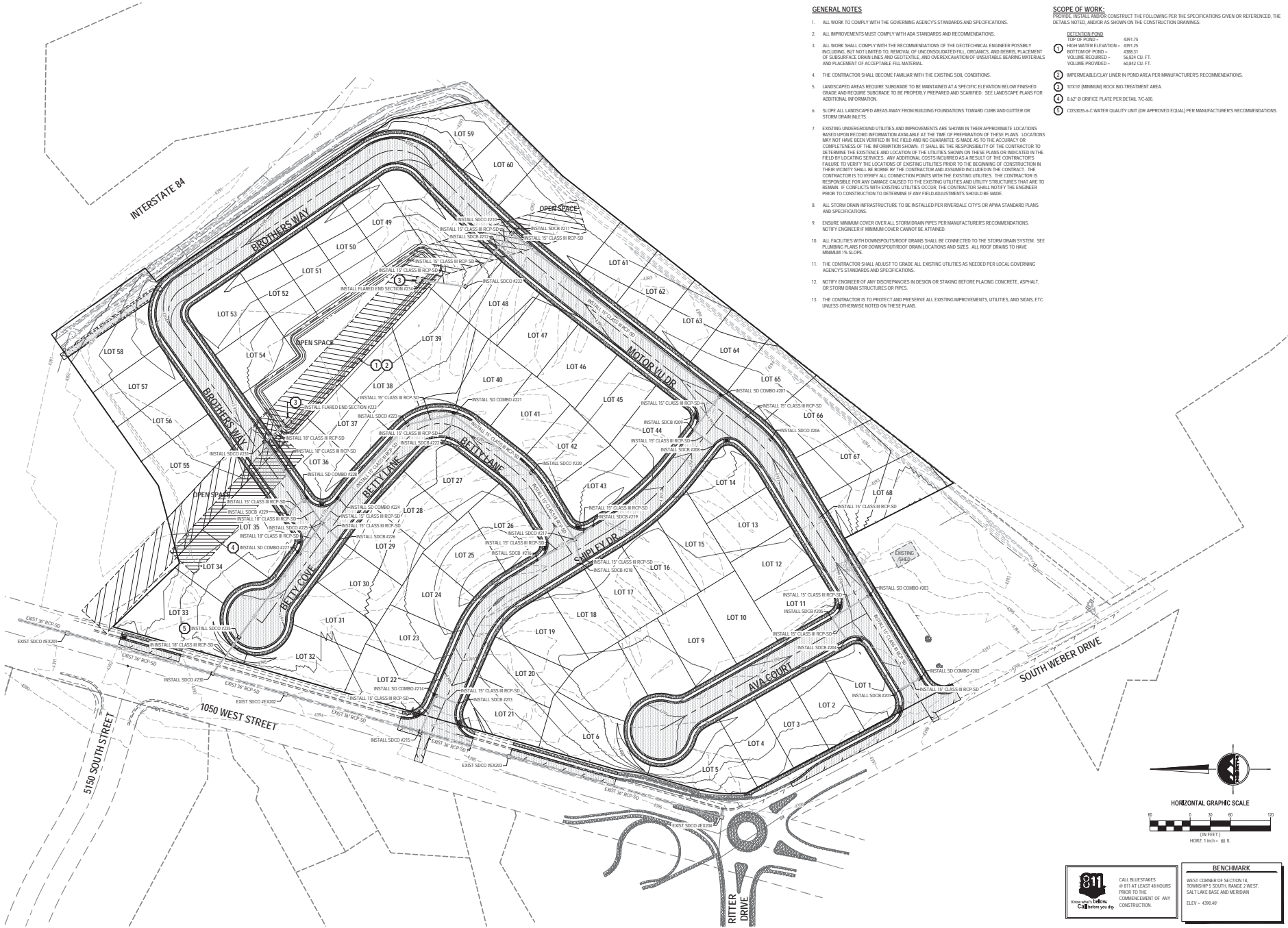
GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS; PLACEMENT OF SUBSURFACE DRAIN PIPES AND GEOTEXTILE; AND OVERLAP/COMBINATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
5. LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
6. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
7. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR WORK SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
8. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER RIVERDALE CITY'S OR APWA STANDARD PLANS AND SPECIFICATIONS.
9. ENGINEER MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
10. ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE PLUMBING PLANS FOR DOWNSPOUTS/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
11. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
12. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
13. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

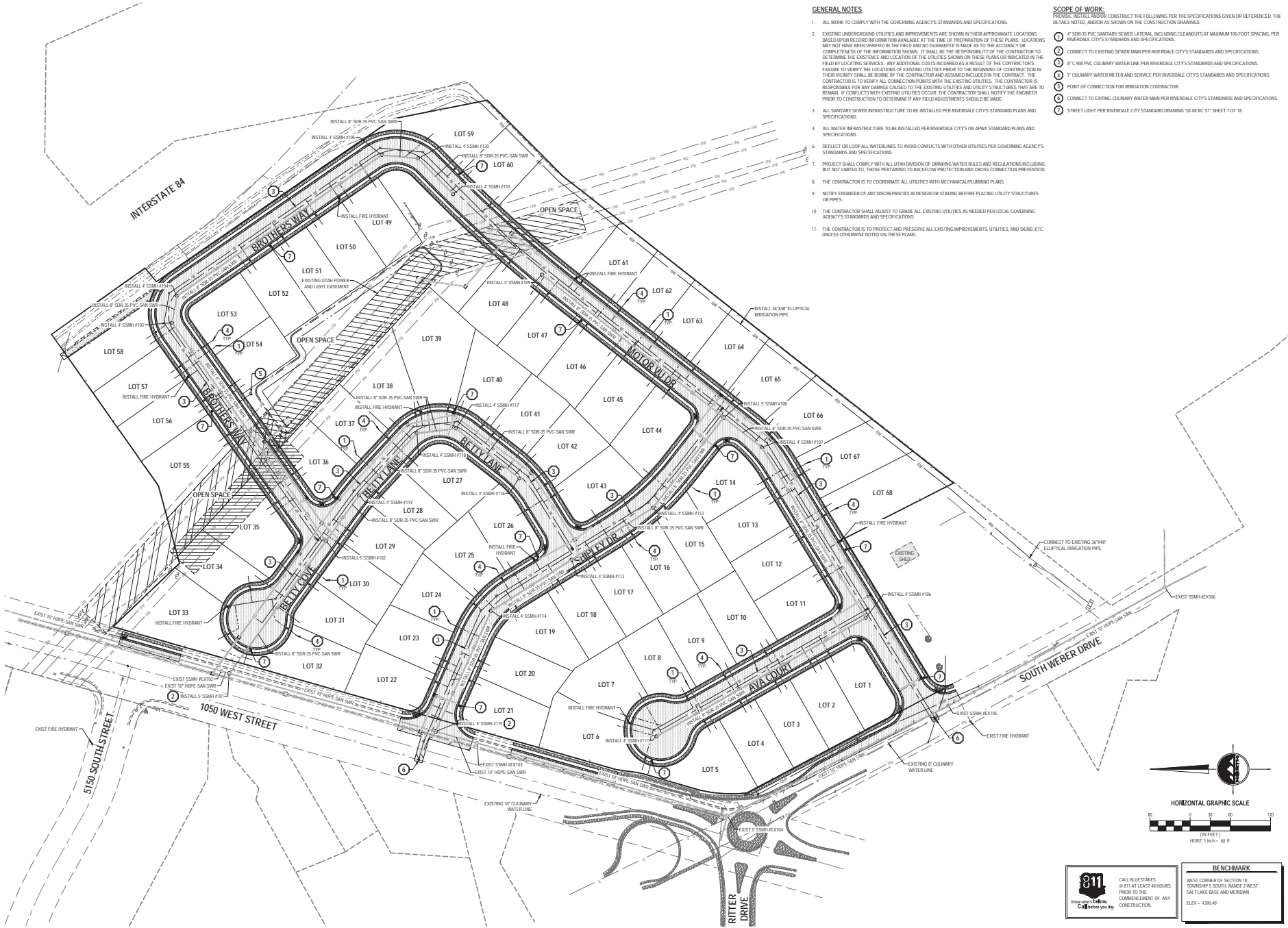
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- ① DETENTION POND
TOP OF POND - 4391.25
HIGH WATER ELEVATION - 4391.25
BOTTOM OF POND - 4387.31
VOLUME REQUIRED - 34,824 CU. FT.
VOLUME PROVIDED - 66,842 CU. FT.
- ② IMPERMEABLE CLAY LINER IN POND AREA PER MANUFACTURER'S RECOMMENDATIONS.
- ③ 10X10 (MINIMUM) ROCK RIO TREATMENT AREA.
- ④ 8"x7" OR CRICE PLATE PER DETAIL 71C-600.
- ⑤ CDS305-C WATER QUALITY UNIT (OR APPROVED EQUAL) PER MANUFACTURER'S RECOMMENDATIONS.



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SALT LAKE BASE AND MERIDIAN
ELEV = 4390.40'



GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATION OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
3. ALL SANITARY SEWER INFRASTRUCTURE TO BE INSTALLED PER RIVERDALE CITY'S STANDARD PLANS AND SPECIFICATIONS.
4. ALL WATER INFRASTRUCTURE TO BE INSTALLED PER RIVERDALE CITY'S OR APWA STANDARD PLANS AND SPECIFICATIONS.
5. DEFLECT OR LOOP ALL WATERBORIES TO AVOID CONFLICTS WITH OTHER UTILITIES PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
6. PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
7. THE CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL/PLUMBING PLANS.
8. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING UTILITY STRUCTURES OR PIPES.
9. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
10. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK

- PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
1. 4" SDR-35 PVC SANITARY SEWER LATERAL, INCLUDING CLEANOUTS AT MAXIMUM 100-FOOT SPACING, PER RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.
 2. CONNECT TO EXISTING SEWER MAIN PER RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.
 3. 8" C-90 PVC CULINARY WATER LINE PER RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.
 4. CULINARY WATER METER AND SERVICE PER RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.
 5. POINT OF CONNECTION FOR IRRIGATION CONTRACTOR.
 6. CONNECT TO EXISTING CULINARY WATER MAIN PER RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.
 7. STREET LIGHT PER RIVERDALE CITY STANDARD DRAWING '10-08 RC ST' SHEET 1 OF 18.



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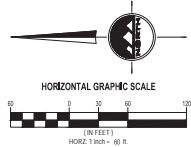
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5369 SOUTH 1050 WEST
RIVERDALE, UTAH

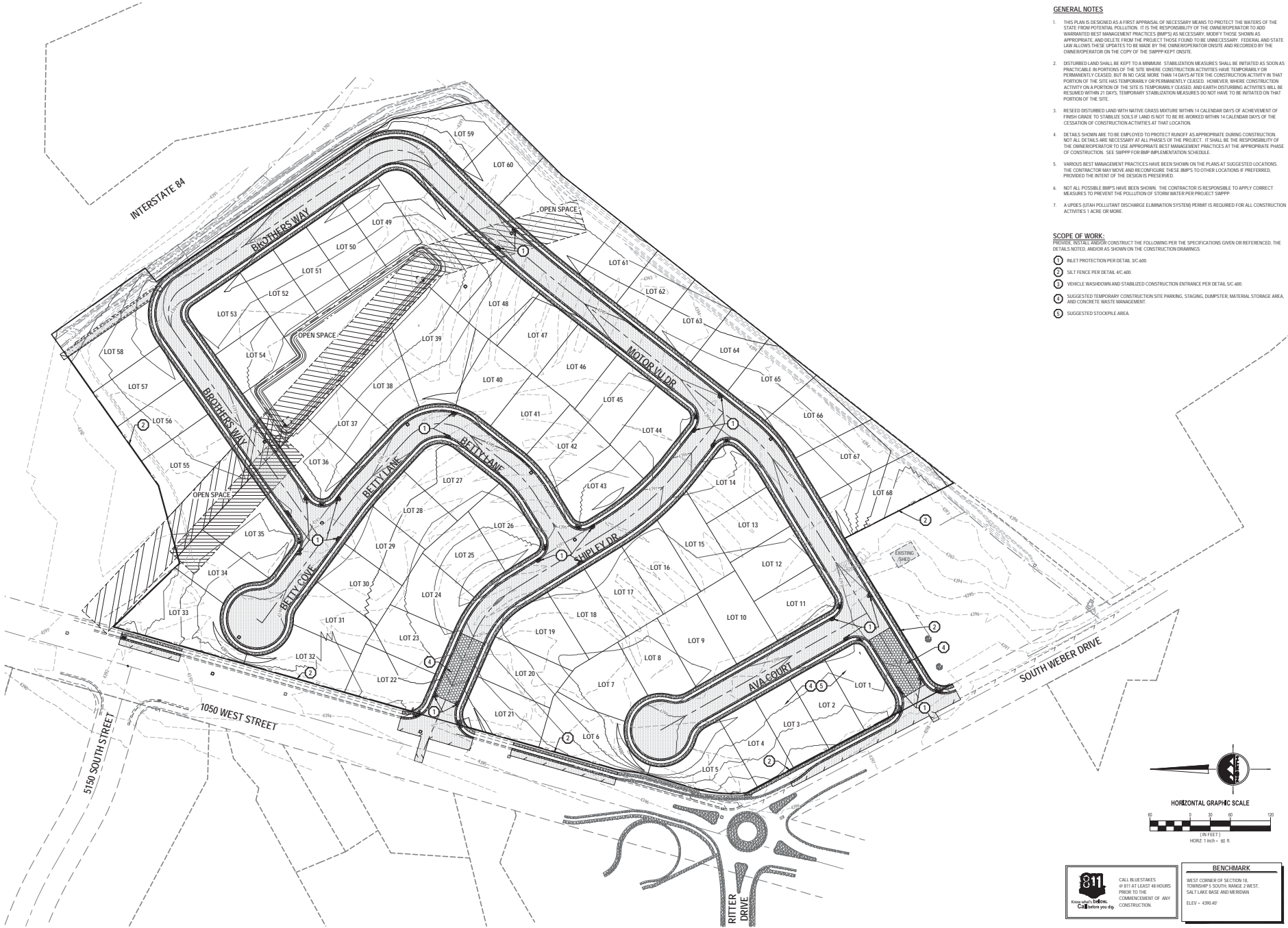
2022-08-04 PRELIM SUBMITTAL

UTILITY PLAN



BENCHMARK
WEST CORNER OF SECTION 16 TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
ELEV = 4390.40'

C-400



GENERAL NOTES

1. THIS PLAN IS DESIGNED AS A FIRST APPRAISAL OF NECESSARY MEANS TO PROTECT THE WATERS OF THE STATE FROM POTENTIAL POLLUTION. IT IS THE RESPONSIBILITY OF THE OWNER/OPERATOR TO ADD WARRANTED BEST MANAGEMENT PRACTICES (BMPs) AS NECESSARY AND/OR THOSE SHOWN AS APPROPRIATE, AND DELETE FROM THE PROJECT THOSE FOUND TO BE UNNECESSARY. FEDERAL AND STATE LAW ALLOWS THESE UPDATES TO BE MADE BY THE OWNER/OPERATOR ONLINE AND RECORDED BY THE OWNER/OPERATOR ON THE COPY OF THE SHPPP KEPT ON-SITE.
2. DISTURBED LAND SHALL BE KEPT TO A MINIMUM. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. HOWEVER, WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH OBTAINING ACTIVITIES WILL BE RESUMED WITHIN 21 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. RESEED DISTURBED LAND WITH NATIVE GRASS MIXTURE WITHIN 14 CALENDAR DAYS OF ACHIEVEMENT OF FINISH GRADE TO STABILIZE SOILS. IF LAND IS NOT TO BE RE-WORKED WITHIN 14 CALENDAR DAYS OF THE CESSATION OF CONSTRUCTION ACTIVITIES AT THAT LOCATION.
4. DETAILS SHOWN ARE TO BE EMPLOYED TO PROTECT RUNOFF AS APPROPRIATE DURING CONSTRUCTION. NOT ALL DETAILS ARE NECESSARY AT ALL PHASES OF THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE OWNER/OPERATOR TO USE APPROPRIATE BEST MANAGEMENT PRACTICES AT THE APPROPRIATE PHASE OF CONSTRUCTION. SEE SHPPP FOR BMP IMPLEMENTATION SCHEDULE.
5. VARIOUS BEST MANAGEMENT PRACTICES HAVE BEEN SHOWN ON THE PLANS AT SUGGESTED LOCATIONS. THE CONTRACTOR MAY MOVE AND RECONFIGURE THESE BMPs TO OTHER LOCATIONS IF PREFERRED, PROVIDED THE INTENT OF THE DESIGN IS PRESERVED.
6. NOT ALL POSSIBLE BMPs HAVE BEEN SHOWN. THE CONTRACTOR IS RESPONSIBLE TO APPLY CORRECT MEASURES TO PREVENT THE POLLUTION OF STORM WATER PER PROJECT SHPPP.
7. A UTAH'S (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE.

SCOPE OF WORK:

PROVIDE TOTAL EROSION CONTROL CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED. THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- ① INLET PROTECTION PER DETAIL 3C-400
- ② SILT FENCE PER DETAIL 4C-400
- ③ VEHICLE WASHDOWN AND STABILIZED CONSTRUCTION ENTRANCE PER DETAIL 5C-400
- ④ SUGGESTED TEMPORARY CONSTRUCTION SITE PARKING, STAGING, DUMPSTER, MATERIAL STORAGE AREA, AND CONCRETE WASTE MANAGEMENT
- ⑤ SUGGESTED STOOPPLE AREA



EN SIGN
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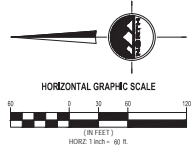
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COLEMAN VU HEIGHTS

5369 SOUTH 1050 WEST
RIVERDALE, UTAH

2022-08-04 PRELIM SUBMITTAL

EROSION CONTROL PLAN



811
Call before you dig.
Call before you dig.

CALL REBUSTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

WEST CORNER OF SECTION 16 TOWNSHIP 3 SOUTH RANGE 2 WEST, SALT LAKE BASIN AND MERRIDIAN
ELEV = 4390.40'

PROJECT NUMBER	11530	REVISION	08/22
DRAWN BY	JWS	CHECKED BY	BAM
APPROVED BY		DATE	

C-500

**RIVERDALE CITY
PLANNING COMMISSION AGENDA
September 13, 2022**

AGENDA ITEM: E2

- SUBJECT:**
- a. Public hearing to receive and consider comments regarding proposed updates to the Moderate Income Housing Plan element of the Riverdale City General Plan and new requirements included in the Moderate Income Housing Plan element in compliance with direction from House Bill 462.
 - b. Consideration to forward a recommendation to the City Council regarding proposed updates to the Moderate Income Housing Plan element of the Riverdale City General Plan and new requirements included in the Moderate Income Housing Plan element in compliance with direction from House Bill 462.

PRESENTER: Mike Eggett, Community Development

- INFORMATION:**
- a. [Exec Summ 2022 Mod Income Housing GP Amend PC 20220913](#)
 - b. [GP Riverdale Housing Plan – Working Update 20220829\[noted changes\]](#)
 - c. [2022 Mod Income Housing Index Guide](#)
 - d. [Notice of Public Hearing 9-13-2022 GP Update](#)
 - e. [GenPlan Standard Ex Publish Proof 20220902](#)

[BACK TO AGENDA](#)



Planning Commission Executive Summary

For the Commission meeting on: 9-13-2022

Presenter: Community Development Department

Summary of Proposed Action

In accordance with House Bill 462 passed earlier this year, Riverdale City is now required to update the Moderate Income Housing Element of the City's General Plan and thereafter annually prepare and submit an Annual Moderate Income Housing Report to the Division of Workforce Services newly designated Department of Housing (and Statistics) in order to be in full compliance with these State Codes. Further, a component of this submitted reporting is to provide links to this same report information (as housed on the DWS housing database) on the City website so that this information may be accessible by the public who may have interest in this information. This new reporting requirement will be anticipated to be completed by or before October 1st of each year hereafter. Therefore, the Riverdale Community Development Department has worked on a final draft Moderate Income Housing Element update that is necessary to fulfill these requirements and will thereafter submit this element along with all the reporting documentation to DWS and WFRC in compliance with these State Codes. Further, the City will link to this report on our City website in the near future by or before October 1st of this year.

Due to the fact that this is an amendment to a component of the General Plan, there is a requirement to hold a public hearing on this matter. A public hearing has therefore been advertised for this General Plan amendment in accordance with all state and city noticing requirements. No public comments have been provided to City Staff prior to the date of this executive summary report.

Following the public hearing, the Planning Commission may make a motion to recommend City Council approval of the proposed amendment to the General Plan, recommend approval with suggested modifications and/or changes, table the matter to a later date (not advised), or not recommend City Council approval of the proposed amendments the appropriate findings of fact provided for any decision submitted. Following the Commission decision, this matter will then go to the City Council for final consideration of the proposed amendments.

Title 10 Ordinance Guidelines (Code Reference)

There is no Title 10 Ordinance guidance in this matter, however, this reporting has been completed in compliance with House Bill 462 and associated Utah State Codes affected by this bill.

Following the public hearing, the Planning Commission is encouraged to review and discuss the final draft Moderate Income Housing Element update proposal and thereafter take appropriate action to recommend City Council approval of the proposed amendment to the General Plan, recommend approval with suggested modifications and/or changes, table the matter to a later date (not advised), or not recommend City Council approval of the proposed amendments the appropriate findings of fact provided for any decision submitted. Following the Commission decision, this matter will then go to the City Council for final consideration of the proposed amendments.

General Plan Guidance (Section Reference)

There is no General Plan Guidance necessary for this report as this affects housing planning that is localized internal within the Riverdale General Plan.

Legal Comments – City Attorney

Steve Brooks, Attorney

Administrative Comments – City Administrator

Steve Brooks, City Administrator

HOUSING POLICIES

Updated by Community Development – 8-29-2022

INTRODUCTION

The attractiveness and desirability of neighborhoods as well as the design, location and the quality of the construction of residential units greatly influences the quality of life for a community's residents. Riverdale encourages residential communities and those living in them to take pride in caring for their homes.

The population of Riverdale City has grown in the past 45 years.

Table G - Population Growth

Year	Riverdale City		Weber County	
	Population	Growth	Population	Growth
1980	6031		144,616	
1990	6419	6.4%	158,333	9.4%
2000	7656	19.3%	196,533	24.1%
2010	8189	7.0%	222,849	13.4%
2020	8826	7.8%	255,284	14.6%
2025	9496 est.	7.6% est.	294,598 est.?	15.4% est.?

1. Housing is constructed to meet the minimum requirements of the adopted codes which include safeguards against natural and man-made environmental hazards.
2. Residential developments within the Hill AFB/APZ areas are regulated or restricted by an easement agreement with property owners within this area.
3. Future residential development will be designed so as to be compatible with existing neighborhoods and to preserve the peaceful character of Riverdale.
4. Commercial, industrial, and high-density housing shall be located in areas offering the least impact on existing residential areas and infrastructure.

Part of Riverdale's General Plan (adopted April 25, 2001 and updated on November 15, 2011, September 2, 2014, and most recently parts of the Plan on November 19, 2019) includes a Housing Development Plan for the city with a Housing Goals and Objectives section as a foundation for all affordable housing or supportive activities, goals, policies and potential programs.

MODERATE INCOME HOUSING ELEMENT

INTRODUCTION

The availability of moderate income housing has become a statewide concern. In 1996, the Utah State Legislature adopted 10-9-307 of the Utah Code dealing with "Plans for

Moderate Income Housing”. This section of the State Code requires that every municipality adopt a plan for moderate income housing within the community. The plan must address the following five issues:

- 1) An estimate of the existing supply of moderate income housing located within the municipality;
- 2) An estimate of the need for moderate income housing in the municipality for the next five years as revised biennially;
- 3) A survey of total residential land use;
- 4) An evaluation of how existing land uses and zones affect opportunities for moderate income housing; and
- 5) A description of the municipality’s program to encourage an adequate supply of moderate income housing.

The purpose of the Moderate Income Housing Element of the Riverdale City General Plan is to address these five issues and to establish the City’s goals and policies for moderate income housing.

Moderate income housing, as defined by the Utah State Code 10-9a-103 (34), is: “...housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80 percent of the median gross income for households of the same size in the county in which the city is located”. The 2020 median income level for Weber County for a household of four is approximately \$90,397 and in Riverdale it is approximately \$65,234 according to US Census Bureau data.¹ The Weber County median income level is recommended by the State to be used by Riverdale in determining whether or not housing is affordable.

Further, in 2022, the Utah State Legislature adopted House Bill 462 which significantly revised the Moderate Income Housing Element of the Utah Code. This revision now requires that designated cities and counties of a large enough population grouping are to include additional reporting content which is specifically:

- A description of each moderate income housing strategy selected by the municipality, from a menu listing of multiple options outlined in House Bill 462; and
- An implementation plan for those selected strategies with specific measures and benchmarks to explain the progress of each of the selected strategies.

1. RIVERDALE AFFORDABLE HOUSING POLICIES

Housing is one of the most basic needs of all people. All residents of Riverdale should have access to adequate housing regardless of income.

- Riverdale should encourage the development of residential areas of various densities and price ranges.

¹ U.S. Census Bureau. Table B19019: Median household income that past 12 months by household size. American Community Survey

- The city encourages a diversity of housing types and cost ranges, including those that will permit persons of low and moderate incomes to locate in Riverdale City.

Riverdale has various alternative housing types. These existing units represent owner occupied mobile homes and trailers, as well as rental units including apartments, duplexes and fourplexes. These housing units total 1,307 dwellings, which represents 39 percent of the 3,369 total number of dwellings in the City. Additionally, there are currently (as of August 2022) 991 rental unit dwellings within Riverdale City.

The cost of housing continues to rise due to the increasing cost of building materials, real estate and necessary public infrastructure such as roads, water, sewer and power. According to the U.S. Census Bureau, in 2020 the average sales price for a home was approximately \$249,100 in Weber County. In 2020 the home prices in Riverdale City averaged \$230,100.² Further, according to the Wasatch Front Multiple Region Listing Service (MLS) in 2022 the median sales price for a home in the Riverdale/Ogden area was \$507,500.³ Another interesting feature of Riverdale City is that the City as a whole is located in only one established Census block.

2. ESTIMATE OF EXISTING SUPPLY

In order to assist municipalities in estimating the existing supply of affordable housing units within each city, the State has provided analysis tools for estimating affordable housing units available in Riverdale City. Riverdale City used this data to estimate their existing supply, which involved an evaluation of the current census data, as well as, residential building permits issued between 2018 (the date of the last moderate income housing analysis) and June of 2022, including the number of single family and multifamily permits issued and their valuation.³ An analysis of residential building permits issued between 2018-June 2022 showed that the City issued the following number of residential permits for new housing:

2018-June 2022 Residential Permits

Single Family 99

Condominium 0

Twin Home 0

Duplex 0

Internal Accessory Dwelling Units (IADUs) 0

Mobile Homes 56

Apartment Units 42

Total: 197⁴

Using the State's criteria for median income housing and affordability, an analysis of the valuation of each permit was done. That analysis showed that of the 197 residential permits issued between 2018 and June 2022, approximately 28 percent would be

² U.S. Census Bureau. Table B25097: Mortgage status by median value (dollars). American Community Survey

³ Salt Lake Tribune, 2022, "Weber County", <https://www.sltrib.com/homeprices/>

⁴ Riverdale City Planning and Zoning Department, 2022

considered affordable housing and up to 50 percent could potentially be considered affordable housing. Most of the noted mobile home units are due to the location of new mobile homes onto available lots within currently existing mobile home residential areas.

According to the Utah State Five-Year Housing Projection, Riverdale has a smaller number of rental units for households making 80 to 50 percent (approximately 230 units) and a small shortage of available rental units (approximate deficit of 45 plus units) for households making 30 percent of Metropolitan Statistical Area Median Income (MSAMI).⁵

3. ESTIMATE OF THE NEED FOR MODERATE INCOME HOUSING IN THE MUNICIPALITY FOR THE NEXT FIVE YEARS

The majority of the need for moderate income housing within Riverdale is to serve the city's own growth as well as provide housing for migrants/commuters working in Weber County and the neighboring cities of the Metropolitan Statistical Area (MSA). Riverdale's goal is to provide adequate housing for existing and incoming residents and more particularly their children as they grow up and move out of their parents' homes.

According to the 2020 U.S. American Community Survey data, Riverdale's population increased from 8,189 in 2010 to 8,826 in 2020 with an increase of 637 residents. If the city's current growth trend continues, the Utah State Five-Year Housing Projection estimates that new residents should be able to find moderate income housing options for the foreseeable future. It is estimated that population growth in Riverdale between the present time and 2040 will likely create moderate-income housing demand for individuals and families earning 80 percent, 50 percent, and 30 percent of the MSAMI.

Currently, Riverdale has affordable housing availability for moderate income families making 80 percent of the MSAMI with 39 percent of the city's housing potentially available to provide moderate income housing to create an adequate supply of units. Additional moderate income housing units may be required during the next five years as previously undeveloped areas of the city are developed and/or redeveloped. The net need for moderate income housing in the 80 to 50 percent categories is currently slightly less than available housing units. There has been a significant decrease in net housing need for families in the 30 percent category although there still exists a deficit of housing units needed in this demographic category.

Riverdale has various alternative housing types. These existing units represent owner occupied mobile homes and trailers, as well as rental units including apartments, duplexes and fourplexes. There have been several studies presented to Riverdale City during previous years, by multifamily dwelling developers, indicating there is a market for apartment, condominium, and townhome type multifamily dwellings in the Weber County area. Currently in the city, single family dwelling rentals, mobile homes, apartment units, duplexes and fourplexes total 1,307 dwellings and represent 39 percent of the 3,369 total dwellings in the City as of 2020. In 2020, based on a breakdown of housing types and U.S. Census data, the statistics reflect that Riverdale City has a 6.2 percent rental vacancy rate and this would indicate that the City currently has a somewhat limited number of current

⁵ Department of Workforce Services, State of Utah. Five Year Housing Projection Calculator, 2021

multifamily dwelling units available.⁶

Table I - Housing Types

Year	Owner Occupied Homes	Rental Homes	Occupied Units Paying Rent	Homeowner Vacancy	Rental Vacancy
2010	2286	748	741	1.7%	5.8% ⁷
2014	2153	899	844	1.8%	12.9% ⁸
2016	2430	799	721	3.1%	15.7% ⁹
2020	2463	883	828	0.7%	6.2% ¹⁰

The cost of housing in Utah continues to rise due to the increasing cost of building materials, real estate, and necessary public infrastructure such as roads, water, sewer and power. According to the Utah Census, in 2020 the average sales price for a home was approximately \$249,100 in Weber County. In 2020 the home prices in Riverdale City averaged \$230,100 and in 2022 were at \$507,500. The need for affordable housing throughout Weber County continues to grow but Riverdale City is nearly built out and only has a limited amount of land still available for development. Larger single-family subdivisions should be developed in neighboring cities because Riverdale does not have much land available for this type of development. There are areas of the city that could be redeveloped into housing, but this requires the removal of existing homes on lots that could potentially accommodate multiple dwellings. There are also a very limited number of building lots in the city that may qualify as infill lots without removing existing dwellings.

Table J - Housing Costs

Year	Riverdale City		Weber County	
	House Payment	Rent	House Payment	Rent
1980	\$395	\$237	\$344	\$224
1990	\$661	\$326	\$650	\$286
2010	\$914	\$756	\$1,284	\$628 ¹¹
2016	\$968	\$765	\$1,046	\$795 ¹²
2020	\$1,309	\$965	\$1,437	\$958 ¹³

According to the 2020 American Community Survey numbers, Riverdale’s average owner-occupied home ownership was 73.1 percent, and the renter-occupied housing units was at 24.6 percent with a small percentage of vacant housing units at 2.3 percent. Riverdale City’s housing objectives include providing adequate moderate income housing for individuals who

⁶ U.S. Census Bureau. Table B25001: Total Housing units. and Table B25032: Tenure by units in structure. American Community Survey

^{7&8} U.S. Census Bureau. Selected Housing Characteristics American Community Survey 5-Year Estimates

^{9&10} U.S. Census Bureau. Table B25001: Total Housing units. and Table B25032: Tenure by units in structure. American Community Survey

¹¹ www.city-data.com Riverdale Utah Houses and Residents 2009 and the Utah Affordable Housing Model <http://www.huduser.org/datasets/50per.html> 2001-2012

^{12&13} U.S. Census Bureau. Table B25088: Median selected monthly owner costs (dollars) by mortgage status. and Table B25064: Median gross rent (dollars). American Community Survey.

wish to work and live in the city so that families renting or seeking less expensive housing have an alternative to locating in outlying areas and commuting if employed in Riverdale City. This goal will help the city prevent: increased traffic congestion, the need for more roads, greater energy consumption and an increase in air pollution, all while encouraging businesses to locate closer to their employee base. Development of the West Bench RDA Project Area has the potential to create an estimated 500 plus new retail/service type jobs based on the 60 acres of land available for new development. The number and types of jobs created could necessitate additional affordable housing in Riverdale, some of which could conveniently be constructed within the boundaries of Riverdale City. Projected needed affordable housing units to support the West Bench Project Area are based on the 2019 census information which indicates approximately 6.5 percent of those who live in Riverdale work in Riverdale.¹⁴

Riverdale City leadership would like to see this percentage increase so that more residents have closer access to job opportunities within their local community. Using these figures, Riverdale estimates this project area could create a need for the potential addition of 100 moderate income housing units, which our present and projected vacancy rates would absorb. Over the next five years, the city is confident this vacancy rate and absorption is accurate and does not create a great need for the development of large amounts of additional moderate income affordable housing units.

Table K - Housing Income

	<u>Riverdale City</u>	<u>Weber County</u>
Year	Household Income	Household Income
1980	\$18,323	\$17,287
1990	\$31,075	\$30,125
2010	\$52,125	\$54,086
2016	\$53,665	\$59,660
2020	\$54,723	\$71,275 ¹⁵

The percentage of households renting in Riverdale had decreased from 32.5 percent in 1990 to 23.2 percent in 2010. However, in 2020, the percentage of households renting in Riverdale has increased slightly to 24.6 percent as compared to 23.1 percent for Weber County.

Riverdale City has more than the state required rental housing for our population with the inclusion of mobile and modular home rental spaces. With the rapid rise of the elderly segment of the City's population, affordable elderly housing is a growing need that Riverdale City proactively addressed by building a Senior Center with 20 housing units using RDA funds in 2005. Riverdale City is also supportive of the new growth in owner occupied, slab-on-grade, patio type single-family dwellings that have recently been built in Riverdale as these types of dwellings are easy to market and popular with Riverdale's growing senior population. Further, we anticipate more of this style of development in the future within Riverdale City.

¹⁴ "Inflow/Outflow Analysis" at <http://onthemap.ces.census.gov/>

¹⁵ U.S. Census Bureau Table B25119: Median household income past 12 months. American Community Survey

Table L - Percent Renting

Year	Riverdale City Percent Renting	Weber County Percent Renting
1980	21.8%	29.6%
1990	32.5%	27.0%
2010	23.2%	25.0%
2016	23.1%	25.5%
2020	24.6%	23.1% ¹⁶

There were 766 persons living below the poverty level in Riverdale City in 2020, which represents 8.7 percent of the population with 29.5 percent children under 18 years old.¹⁷ The average Riverdale per capita income in 2020 was \$26,471, just under Weber County at \$29,186.¹⁸ As people begin their careers in entry-level positions with modest incomes they typically reside in apartments or starter homes. These types of housing in Riverdale City attract youth and bring vitality to the community. Therefore, one of Riverdale’s goals is to promote an adequate supply of housing to meet the needs of all economic segments of the community. To encourage more affordable housing opportunities, Riverdale must continue to support the following programs:

- Private or public sector U.S. Department of Housing and Urban Development (HUD) housing development grants and Section 8 program rental subsidy certification for families, the elderly, and handicapped households. All of Riverdale's large meter residential complexes and Senior Housing Facility and all new residential construction are Americans with Disabilities Act (ADA) compliant.
- The Land Use Master Plan map provides for development densities that allow a variety of housing types, including townhouses, condominiums, manufactured homes, and detached single-family homes. This range in housing types and densities is designated in order to help meet the need for affordable housing. The Riverdale core neighborhoods are an ideal location for infill development (where available) compatible with existing homes. They would be close to developed infrastructure and existing goods and services.
- In addition to these residential zones, the City also allows clustered residential developments under Planned Residential Unit Development and Cluster Subdivisions ordinances. The PRUD provisions function as overlay zones and allow design flexibility in the development of lands within the City. These clustering ordinances encourage the realization of many potential public benefits, one of them being to encourage the construction of affordable housing units under conditions and requirements that will insure development of residential environments of sustained desirability and stability.

¹⁶ U.S. Census Bureau. Table B25001: Total Housing units. and Table B25032: Tenure by units in structure. American Community Survey

¹⁷ U.S. Census Bureau. Table B17020: Poverty status in the past 12 months by age. American Community Survey

¹⁸ U.S. Census Bureau. Quick Facts: Per capita income in past 12 months (in 2020 dollars), 2016-2020, Riverdale City, Utah

- Riverdale City currently has several PRUD developments currently with 185 single story on-grade patio homes. These developments typically have small lots and with this type of dwelling are geared more toward the senior population.
- Riverdale City encourages the availability of affordable housing alternatives for the disabled, elderly, single mothers, persons with AIDS, victims of domestic abuse, and the homeless. Riverdale City has never adopted ordinances that would prevent the development of moderate income housing for the above mentioned groups. Considered a regional retail hub, Riverdale is a small suburb with a population of approximately 8,800 residents adjacent to Ogden City and therefore subsidizes alternative housing in larger cities in Weber County because 80 percent of Riverdale's population sales tax is redistributed to neighboring cities with larger populations. This redistribution of tax dollars helps to fund affordable housing for the disabled, elderly, single mothers, persons with AIDS, victims of domestic abuse and the homeless. Large facilities designed to house the homeless and those with AIDS are located approximately two miles from Riverdale in Ogden at The Ogden Rescue Mission and one mile from Riverdale at St. Anne's Shelter/Lantern House. Housing for victims of domestic abuse is available three and a half miles from Riverdale at the Ogden YCC and the WSU Women's Center provides housing resource assistance for single mothers with a dedicated resource center three miles east of Riverdale. Developmental and physically disable housing is available at Graham Court and OWCAP Disabilities Housing in Ogden both just two short miles from Riverdale and at Tri-County Independent Living which is three miles and Trinity Mission Wide Horizons located five miles from Riverdale.

4. SURVEY OF RESIDENTIAL ZONING¹⁹

The City has fifteen zones that allow for residential uses. They are: Agricultural A-1 (40,000 sq. ft.) and A-2 (2 acres); Residential Estate RE-15 (15,000 sq. ft.) and RE-20 (20,000 sq. ft.); Single Family Residential R-1-10 (10,000 sq. ft.), R-1-8 (8,000 sq. ft.), R-1-6 (6,000 sq. ft.), and R-1-4.5 (4,500 sq. ft.); Residential Single-Family R-2 (8,000 sq. ft.) and Single Family and Rental Unit R-2 (10,000 sq. ft.); Multiple Family R-3 (moderate density), R-4 (moderate/high density) and R-5 (high density); Mobile Home Park RMH-1; Low Impact Transition Overlay LIT (specialized housing/apartments/assisted care); Mixed Use MU (housing/apartments in a commercial setting). Riverdale City also has an ordinance regulating Planned Residential Unit Developments PRUD with areas of the city that are designated for such type of development specified in the General Plan, and [this Plan](#) supports cluster development options and multiple family residential overlay (MFROZ) desires.

The Residential Zones of Riverdale City are formulated to provide a range of housing choices to meet the needs of Riverdale City residents, to offer a balance of housing types and densities, and to preserve and maintain the City's residential areas as safe and

¹⁹ Riverdale City Code, https://codelibrary.amlegal.com/codes/riverdaleut/latest/riverdale_ut/0-0-0-4324 and https://codelibrary.amlegal.com/codes/riverdaleut/latest/riverdale_ut/0-0-0-4858

convenient places to live. These zones are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas. Typical uses include single family dwellings, two-family dwellings, multifamily dwellings, condominiums, and townhouses. Also allowed are parks, open space and conservation areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City and residents of each of the City's neighborhoods.

The larger land zones including the A-1 and A-2 zones are primarily for agricultural use; however residential uses are also allowed [in these zones](#). The A-1 and A-2 zones may be designed to preserve lands suited for farming and ranching operations and may be in areas that are intended to protect land suited for farming and ranching operations and may be in areas that are intended to protect the land from adverse development; this protective measure is in place on properties along South Weber Drive as part of the Air Installation Compatible Use Zone AICUZ implemented by Hill Air Force Base and the State of Utah. Additionally, these zones are intended to allow viable agricultural uses to remain on lands potentially suited for the eventual development for other uses, pending proper timing and the provision of the required services including all public utilities, streets, parks, schools, and other facilities so that an orderly development pattern is encouraged.

The purpose of the Low-Density Residential Zones (RE-15, RE-20, R-1-10, R-1-8, R-1-6 and R-2) is to provide for single family residential areas and single-family dwelling units on larger individual lots.

The purpose of the Medium Density Residential Zone (R-2 with rental unit and R-3) is to identify and encourage the development of a variety of medium density housing types and styles, including single-family dwellings, two-family dwellings, and four-family dwellings. The purpose of the High-Density Residential Zone (R-4 and R-5) is to provide an environment and opportunities for higher density residential uses, including single-family detached and attached residential units, [and](#) apartments. The City [also has](#) passed a Multiple Family Residential Overlay Zone (MFROZ) ordinance to facilitate the development of condominiums and townhouses. The purpose of the Mixed Use (MU) Zone is to foster and provide an area of mixed, compatible residential, commercial and office uses in certain areas of the City. The purpose of the Low Impact Transition Overlay Zone (LIT) is to allow the presentation of uses that will not adversely impact adjacent properties; specialized apartments such as senior housing may be considered in this zone.

In addition to these residential zones, the City also allows clustered residential developments under Planned Residential Unit Development (PRUD) and Cluster Subdivisions ordinances. The PRUD provisions function as overlay zones and allow design flexibility in the development of lands within the City. These clustering ordinances encourage the realization of several potential public benefits, one of them being to encourage the construction of affordable housing units within the City under conditions and requirements that will insure development of residential environments of sustained desirability and stability.

Zoning for multifamily housing: Multifamily housing in Riverdale City is considered housing that is comprised of attached units such as apartments, condominiums, and

townhouses. Riverdale City currently has [six](#), R-5 zoned, High Density residential complex developments (RCC 10-9F), five of which are rental apartment developments and two are owner-occupied condominium developments. Additionally, there is a senior apartment complex located in a Low Impact Transition Zone that is considered high density.

There are [three](#) areas of the city that are zoned R-4, which is a medium/high density zone (RCC10-9E). One area is occupied by apartments, [another area has a number of mobile home](#) single-family dwellings currently existing on the property, [and the last area has one existing business](#) with additional undeveloped vacant property making up the area. A planned townhome apartment project is also planned for this property within the R-4 zone.

The R-3 zoned areas (RCC 10-9C) are considered a medium density. There are currently four areas of the city that are zoned R-3, three of these areas contain fourplex dwelling units and one of these areas would accommodate a fourplex structure.

The R-2 (RCC 10-9C) areas of the city allows and has mixed existing attached Two-Family dwellings, which consist of side-by-side duplex type dwellings or over/under apartment type dwellings, mixed in with a large number of single-family dwellings. [A large amount](#) of Riverdale City's low density residential [unit](#) areas are zoned R-2.

Additionally, there are two, four-unit townhouses existing in a Mixed Use (MU) Zone [and a large parcel of Mixed Use \(MU\) Zoned property that is planned for future development into variable housing uses \(e.g. apartments, townhomes, and single-family dwellings\)](#).

Provision of density bonuses: Riverdale City has adopted ordinances, RCC 10-13H: Multiple Family Residential Overlay Zone (MFROZ), RCC 10-22: Planned Residential Unit Development (PRUD) and RCC 10-23: Cluster Subdivisions. These zones allow the implementation for increasing densities through clustering, lot area reduction, reduction of yard setbacks and by the flexibility of entering into a Development Agreement between the city and developer.

Allowance of inclusionary zoning: Riverdale City has implemented the concept of inclusionary zoning; it is something that naturally exists within our city. Approximately 30 percent of the city's residential areas are rental properties. This includes single family dwellings, apartments, and manufactured (mobile) homes all of which are affordable to lower-income households. [In addition, in multiple residential zones Riverdale City allows for the potential to convert a portion of existing dwelling units to accommodate Internal Accessory Dwelling Units \(ADU's\) use therein.](#)

Special infill and adaptive reuse ordinance: Riverdale City ordinance, RCC 10-12: INFILL LOTS allows for residential development on lots that would not otherwise qualify for development under existing ordinances. The provision for a residential development agreement allows the city the flexibility when dealing with infill properties that can safely be developed.

Flexible development standards and design allowances: Riverdale City has adopted a MULTIPLE FAMILY RESIDENTIAL OVERLAY ZONE that allows individually owned

townhomes or condominiums to be developed with flexible guidelines and future control regulations by means of a Development Agreement with the city. Also, as part of the RCC 10-22: PLANNED RESIDENTIAL UNIT DEVELOPMENT ordinance the city has the ability to negotiate and modify development aspects to allow flexibility and initiative in site and building design and location.

Other: Riverdale City's MIXED USE ZONE allows the development of residential uses, whether rental apartments or owner occupied to exist within commercially developed areas. We currently have a 70-acre parcel of land that is zoned Mixed Use and as stated above we have a townhome development in an existing Mixed Use zoned area.

EVALUATION OF ZONING'S AFFECT ON HOUSING OPPORTUNITIES

The Riverdale City Planning Commission and City Council holds one of the most important keys to providing housing opportunities for persons of moderate income with the power to determine zoning designations throughout Riverdale. According to U.S. Census Data, Riverdale City's numbers of rentals including apartments, mobile homes, and other dwelling units that are at a rental rate for our population is at approximately 24.6 percent. It appears from the data received that Riverdale's zoning has established housing for moderate income families. According to HUD, families making 50 percent of the median income will typically be renters and may be affected by zoning, but may also be impacted by market conditions beyond the control of the city.²⁰ HUD also asserts that families making 30 percent of the median income often need federal or state government housing assistance and are beyond the scope of zoning influence.

5. RIVERDALE'S PROGRAM TO ENCOURAGE MODERATE INCOME HOUSING

The Moderate Income Housing Element was originally adopted as part of the Riverdale City General Plan in April of 2001. From 1995 to 2020 the City has seen the population go from 7207 to just over 8800. Estimates of the City and WFRC have determined that the population forecast of Riverdale in the year 2042 will be up to between 13,000 and 17,000 residents.

Riverdale City has implemented a Redevelopment Agency (RDA) Loan Program that provides no-interest or low-interest loans of up to \$30,000 to homeowners that qualify. Riverdale will continue to support the supply of affordable housing in both rental and owner occupied for people at low- and moderate-income levels that meet the needs of a population which varies in household size and age. The City anticipates that current zone and land use regulations will continue to provide a more than adequate supply of moderate income housing in the future. At this time the City is seeing potential for a substantial increase in moderate income housing units as there are new proposals for apartments, townhomes, and/or condominium units being planned to be reviewed and considered by the Planning Commission and City Council. Currently, the City appears to be over the State moderate income housing recommendation based on our population and median income levels. If a previously undeveloped area of the city were to be developed in the future and at that time it was determined there is a greater need for moderate income housing, city officials could update the General Plan and pursue the adoption of

²⁰ <http://portal.hud.gov/hudportal/HUD>

appropriate ordinances to encourage additional moderate income housing growth and development.

Allowances for impact fee waivers and “fast tracking of the approval process: Most developers and contractors are pleasantly surprised to discover that Riverdale City has no impact fees and our permit and development fees are some of the lowest in the State. As far as “fast tracking” the approval process, our Planning Commission and Council each meet twice a month and are noted for moving that process along quickly. Riverdale City also allows for “fast tracking” in the building process which allows contractors to submit and proceed with the construction of design segments of a plan while continuing preparation of the entire building plan.

MODERATE INCOME HOUSING STRATEGIES AND IMPLEMENTATION PLANNING

As noted earlier in this moderate income housing plan element, in 2022 the Utah State Legislature passed and approved House Bill 462 with the requirement that designated cities and counties of a large enough population grouping are to include additional reporting content. Based on Riverdale City being located within the Weber County population grouping, House Bill 462 requires that Riverdale City participate in this moderate income affordable housing strategy analysis and implementation planning activity.

In following the guidance and requirements of House Bill 462, Riverdale City is expected to select a minimum of at least three strategies from a large menu of options proffered by House Bill 462. Riverdale City is currently utilizing eight of these proffered menu options, which is well beyond the minimum requirement established by House Bill 462. Riverdale City’s selected strategies are discussed briefly in more detail hereafter with a bit of additional information regarding current and future implementation plans associated with the selected strategies.

Moderate Income Housing Strategy #1: Rezone for densities necessary to facilitate the production of moderate income housing.

Over the last few years, Riverdale City has approved multiple rezone requests that allow for the development of smaller lot single-family homes and also multi-family homes development. Further in conversations with developers, Riverdale City leadership has been strongly encouraging the consideration of developing a percentage of home units within these rezoned project areas as moderate income affordable housing units to provide more affordable housing options to financially impacted groups within the City.

As it relates to the implementation policies and planning for rezoning to accommodate moderate income affordable housing growth, Riverdale City has most recently approved rezoning to the smallest sized zones that accommodate small lot single family homes (R-1-4.5 and R-1-6) and also rezoning to multi-family (R-4 and R-5) zoned areas to accommodate new multi-family housing opportunities within Riverdale. These efforts to rezone have been implemented as a first step to work with developers on establishing more moderate income affordable housing units in the near and long term future of Riverdale City. Development associated with rezoning of these areas will be tracked to better

identify how many new housing units are established in these rezoned areas and further to identify and attempt to quantify how many are set aside as moderate income affordable housing units to assist financially impacted demographic groups within the City.

Moderate Income Housing Strategy #2: Demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing.

As noted earlier in this moderate income housing analysis, Riverdale City has invested RDA funding into a Riverdale Senior Center that provides approximately 20 senior apartments with moderate income rental rates. This investment in real estate, infrastructure, and facility development was deemed to be a benefit to the community and those financially impacted seniors seeking low-impact housing at moderate income rental rates. More recently, the Redevelopment Agency of Riverdale has funded remodeling and additional improvements to benefit the senior residents as well as to provide other services to the senior community of Riverdale and Weber County. Further, Riverdale City has approved multiple Planned Residential Unit Developments (PRUDs) that often are developed as patio home style developments and tend to be more attractive to senior lifestyles with limited income opportunities.

Additionally, the Redevelopment Agency of Riverdale City (under direction of City leadership) has subsidized the installation of public infrastructure improvements and utilities upgrades within RDA areas that are intended to not only benefit commercial development but also residential development in the near future. City leadership anticipates and is requiring the development of some form of low to moderate income housing to be a component of multi-family housing unit development within one of these particular RDA areas and is further seeking more opportunities to assist in the rehabilitation of utilities and other activities to benefit existing multi-family housing development areas with the encouragement to have these developments consider more moderate income and affordable housing unit availability.

As it relates to the implementation planning and policies, Riverdale City will continue to track the establishment of new housing units within these RDA areas and further encourage/require the development of moderate income and affordable housing units within these RDA areas. Further, Riverdale City and the RDA will continue to work with existing multi-family rental unit facilities to seek opportunities to establish more moderate income housing units in potential exchange for investment in adjacent rehabilitation or expansion of City utilities and facilities.

Moderate Income Housing Strategy #3: Zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.

Riverdale City is benefitted by multiple major transit investment corridors,

commercial centers, and employment centers that are scattered in multiple locations throughout the City. As a result, Riverdale City leadership is well aware of the fact that variations in housing options should be explored and made available to the local community and even more that there needs to be an improvement of more moderate income and affordable housing options in closer proximity to these locations. That being the case, in the more recent years and even currently this year, Riverdale City has approved rezoning from high density commercial zoning and moderate residential density zoning to multi-family (R-4 and R-5) density zoning areas that are adjacent or near to major transit investment corridors, commercial centers, and employment centers. Examples of such rezoning include rezoning of parcels at the corner of 4400 South and 700 West, rezoning of parcels along Riverdale Road and 700 West, and rezoning of parcels along 300 West and Pacific Avenue that will now accommodate new multi-family housing units. Further, future development areas that have previously been rezoned to and planned to accommodate multi-family housing units and moderate income housing units therein include: properties across the Weber River to the east of 900 West and River Park Drive (Mixed Use Zoning), along River Park Drive (to consider a future potential Mixed Use Zoning), and along 550 West within the 550 RDA area (to consider a future multi-family density rezoning).

The hope of and strong encouragement by City leadership is for these developments to accommodate a percentage of moderate income affordable housing options to those with limited income opportunities. Riverdale City leadership is aware that more multi-family residential development adjacent and approximate to commercial and employment centers and boost and benefit the economic opportunities of those areas and benefit the residents of the community as a whole.

The implementation planning and policies will include, like other selected strategies, the tracking of new housing unit development and further efforts to work to identify and quantify new moderate income and affordable housing units developed within the future planned multi-family housing development areas. Additionally, as previously noted, Riverdale City will also consider and support rezoning requests that bolster new multi-family and affordable housing opportunities more specifically along major transit investment corridors, commercial centers, and local employment centers.

Moderate Income Housing Strategy #4: Preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or establishing a housing loss mitigation fund.

Riverdale City has directed and authorized the Redevelopment Agency of Riverdale City to support and fund various housing rehabilitation and maintenance activities of existing housing units in older neighborhoods identified throughout the City. This RDA program is called the “RDA Residential Loan Program” and was established to maintain and improve existing residential areas of the City through a property Purchase Assistance Program—to benefit new home buyers of older homes in the City that may need a bit of repair or improvement; and a Housing

Rehabilitation Loan Program to provide no-interest or low-interest loans to homeowners who meet certain income guidelines and are qualifying at or below 80% HAMFI standards in order to qualify for the funding assistance.

The RDA of Riverdale provides this service to the residents of the community in order to maintain moderate income and affordable housing opportunities within the community to young, lower income, and/or elderly residents looking to purchase a home in Riverdale or currently living within the City. The City supports this program because it provides the additional benefit of maintaining property occupancy and stability in the neighborhoods that currently have a higher amount of moderate income housing units.

As it relates to the implementation planning and policies for this strategy, Riverdale City is able to monitor annual progress towards this goal through the review and evaluation of efforts of the Redevelopment Agency staff in administering these programs to applicants. Further, these programs require educational components to be provided to existing and future residents and Riverdale City makes effort to frequently provide information to the residents and the public about the availability of these programs. This information regarding the housing program subsidies is provided to Riverdale homeowners and other individuals who may be seeking to live in Riverdale City and qualify as needing moderate income and affordable housing assistance.

Moderate Income Housing Strategy #5: Reduce, waive, or eliminate impact fees related to moderate income housing.

As noted earlier in this document, Riverdale City does not impose impact fees on any residential development projects (as well as commercial development projects). Having no impacts fees is a consistent administrative tradition that City leadership has been proud of over the many years and continues to support. This is viewed as a great benefit of developing residential projects in Riverdale City. That being said, it should be noted that there is a pass along Central Weber Sewer District fee that the City collects on behalf of the Sewer District during the building permit process.

This strategy of no impact fees provides cost savings to project developers who are desiring to build or redevelop more residential units within Riverdale City and encourages money to be set aside to fund the addition of moderate income and affordable housing units as part of residential development projects. Further, this benefit may allow for the development of a higher quality multi-family housing development project that is more attractive to a larger targeted demographic who is seeking housing within the Riverdale community. Having no impact fees has been and will continue to be a key component to the success of development within Riverdale City, as the City has no interest in assessing impact fees in the near and distant future.

The implementation planning and tracking for this strategy is accomplished by identifying how many new housing units, specifically multi-family housing units, are being newly developed or redeveloped in the City based on a understanding

that no impact fees contributed to this new housing growth and/or redevelopment. Further, the City can then identify and work to quantify how many of these new residential housing units are being set aside by the project developers and owners as moderate income and affordable housing units.

Moderate Income Housing Strategy #6: Demonstrate utilization of a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing.

As previously noted in “Moderate Income Housing Strategy #4”, Riverdale City has directed and authorized the Redevelopment Agency of Riverdale City to support and fund housing rehabilitation and maintenance activities of existing housing units in older neighborhoods throughout the City. This RDA program is identified and known as the “RDA Residential Loan Program” and is discussed in more detail in the “Moderate Income Housing Strategy #4” review commentary above. This program has two specific program options and expectations to qualify for program compensation assistance. The two program options are entitled the Purchase Assistance Program and the Housing Rehabilitation Loan Program, with an explanation of each program in more detail under “Housing Strategy #4” and also on the City RDA website.²¹ These funds are provided to this RDA loan program through specified housing funding set asides that are dedicated to housing development and retention of moderate income housing within the entirety of City limits.

Additionally, as noted previously in “Moderate Income Housing Strategy #2” the Redevelopment Agency of Riverdale City has other newer RDA areas that have been established and are required to develop infrastructure, utilities, and identify other ways to dedicate RDA funding to benefit the development of new moderate income affordable housing stock within these specific RDA areas. The set aside funding for these RDA areas should support and strengthen development interest in adding new multi-family and moderate income housing facilities within the RDA areas that is anticipated to thereafter contribute to the success of the surrounding commercial development within these RDA areas.

As previously outlined in “Moderate Income Housing Strategy #2” and “Moderate Income Housing Strategy #4”, the implementation planning and policies Riverdale City should utilize for this strategy are to monitor annual progress towards the goal of developing new moderate income affordable housing by making sure that RDA funding is dedicated to infrastructure and utility development that benefit the development of new moderate income housing units within the City and through the review and evaluation of efforts of the RDA staff in administering the RDA housing programs to applicants. Redevelopment Agency staff will continue to verify that these activities are occurring as previously established and will work to quantify and qualify the amount of newly generated moderate income housing units, as well as, the retention of existing and improved moderate income housing units that benefit from the RDA Residential Loan Program options.

²¹ RDA Residential Loan Program, <https://www.riverdalecity.com/rda-housing-loan-program.html>

Moderate Income Housing Strategy #7: Develop a moderate income housing project for residents who are disabled or 55 years old or older.

Earlier in this document “Moderate Income Housing Strategy #2” briefly explained that the Redevelopment Agency of Riverdale City has invested RDA funding into a Riverdale Senior Center that provides 20 senior (55 years old or older) apartments to residents at moderate income rental rates. This facility is composed of 12 single-bedroom units and 8 two-bedroom units that are always occupied with senior aged renters. This senior apartment facility additionally provides access to activities, weekday lunches, occasional clinics and other RDA and City funded activities and administration to the benefit of the apartment residents, as well as, the overall senior community within Riverdale City and Weber County. Riverdale City takes pride in this facility and the housing and services provided to the elderly demographic within the local community.

This RDA investment in real estate, infrastructure, and facility development was deemed to be a benefit to the community and those financially impacted seniors seeking low-impact housing at moderate income rental rates. More recently, the Redevelopment Agency of Riverdale has funded remodeling and additional improvements to benefit the senior residents as well as to provide other services to the senior community of Riverdale and Weber County.

Additionally, as noted multiple times in this document, Riverdale City has approved multiple Planned Residential Unit Developments (PRUDs) that often are developed as patio home style developments and tend to be more attractive to senior lifestyles with limited income opportunities. At the current time, Riverdale City has 8 PRUD approved and developed residential areas throughout the community and one that has been approved but not developed presently. A large number of these PRUD residential housing units are currently occupied by senior aged (55 years old and older) residents living in Riverdale.

As it relates to the implementation planning and policies for this strategy, Riverdale City will continue to maintain and utilize the Riverdale Senior Center and internal apartments in order to provide continued housing, activities, and support services to the elderly demographic of the community who are often on fixed incomes and limited new income opportunities. Further the City will continue to track the establishment of new PRUD housing units throughout the City and will continue to work with new housing developers to seek inroads for new moderate income housing growth within these PRUD areas.

Moderate Income Housing Strategy #8: Create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family dwellings and located in walkable communities within residential or mixed-use zones.

As noted throughout this document, Riverdale City zoning code currently has an established Mixed Use (MU) zoning standards and criteria ordinance. The Mixed Use (MU) zoning has been applied in two distinct areas at the current time to

allow for a variety of mixed uses (single family and multi-family residential, commercial, office, etc.) to be developed together in a specified geographical district within the City. Additionally, the City is open to considering the application of the Mixed Use (MU) Zone into other districts of the City that may benefit from this zoning application as it may enhance and connect to existing similar uses and districts in an area of the City (e.g. surrounding commercial and/or job centers). The Mixed Use (MU) Zone uses and standards are outlined in more detail in the Riverdale City Code.²²

At current time, there is a 70-acre area of land that is zoned Mixed Use (MU) and the City anticipates in the near future development of a high-level multi-family, townhomes, and single-family mixed use residential development that may bring in up to 800 new residential housing units to Riverdale City. This development alone will have huge implications on the housing stock within the City and will surely impact and we expect to provide new moderate income affordable housing unit availability to the Riverdale community. There have also been discussions with another property owner of developing a newer concept of work-live units on property near one of City's established commercial districts that would require rezoning to the Mixed Use (MU) Zone to accommodate these new residential-commercial combination units within the City. The City leadership seems to be supportive of this idea due to its proximity to an existing commercial district and relative location within the City.

The implementation planning and policies to support this strategy include: a willingness by the City leadership to consider amendments to the Mixed Use (MU) Zone to better attract more moderate income housing units development within the MU Zone, as well as, attract high-quality development with these potential amendments; City leadership willingness to consider development agreement strategies that allow for variations of the Mixed Use (MU) zoning codes so that unique visions within a MU Zone framework can be considered within a specified district of the City; and monitoring development of future projects within the Mixed Use (MU) Zones to better understand development trends, quantify new housing growth within these areas, qualify the benefits and impacts to integrated commercial and job opportunities in these MU Zoned areas, and more specifically work to achieve significant new moderate income affordable dwelling development within these MU Zoned districts.

House Bill 462 requires that each jurisdiction work to bring these strategies to life over the next five years and report annually on progress made. Riverdale City will annually (or even more frequently) monitor and review how progress is being made in implementing each of these strategies and, thereafter, report on this information to the State of Utah as directed by House Bill 462. The City will continue to apply these strategies in identifying and creating additional moderate income housing opportunities within the City; further specific measures and benchmarks, as available and identifiable, will be reported accordingly to State of Utah in order to verify progress made and achieved by Riverdale City as a result of these selected moderate income and affordable housing strategies.

²² Riverdale City Code, https://codelibrary.amlegal.com/codes/riverdaleut/latest/riverdale_ut/0-0-0-5729

RIVERDALE HOUSING GOALS AND OBJECTIVES

The Housing Development Plan with the moderate/affordable income housing element provides a vision statement as a foundation for all affordable housing and those supportive activities, goals, policies and programs. The vision statement includes the following:

1. Continue to revitalize neighborhoods and enhance the vitality of the region by improving the quality of the housing stock through rehabilitation of existing dwellings through Riverdale's RDA program.
2. Sustain affordable housing (rental and owner occupied) for people at very low-, low-, and moderate-income levels that meet the needs of a population which varies in household size and age.
3. Increase the level of rental assistance for very low and low income and special need populations.
4. Promote additional funding sources from the public, non-profit, and private sectors in order to create necessary housing for the region.
5. Ensure an adequate supply of safe, accessible, sanitary, and aesthetically pleasing moderate income housing integrated throughout the City in various locations, and consistent with the needs of all segments of the population.
6. Sustain a mix of lot sizes and housing types in existing developments so that moderate income housing is properly integrated and not concentrated in one development or area.
7. Encourage requirements to keep moderate income housing consistent with other residential development within the City, such as landscaping, quality building materials, and varied architectural styles.
8. Consider the adoption of a rehabilitation code to address improvement of older residential buildings/units to encourage stability and revitalization of older residential areas.
9. [Often review and](#) update the Moderate Income Housing Element and Affordable Housing Model to determine the housing needs for all groups, to quantify specific housing needs, and to identify solutions to housing problems as [directed](#) by state statute.
10. [Regularly review the HB 462 selected moderate income housing growth element strategies and verify that the selected strategies are working to establish new moderate income housing opportunities within the City. If a selected moderate income housing growth strategy is not working, then identify alternative strategy options that may be more beneficial to the City in creating new moderate income housing opportunities within the City.](#)

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Planning

Utah's Dedication to Affordable Housing

General plans act as a jurisdiction's guiding light over the coming years. These comprehensive, long-range plans evaluate the present and future needs of the jurisdiction while also directing the growth and development of that jurisdiction. These plans cover a wide range of topics from transportation, water, recreation, education, and culture.

Since 1996, the Utah State Legislature has deemed planning and development of moderate income housing a statewide concern with the initial adoption of 10-9-307 of the Utah Code. Most jurisdictions must incorporate a moderate income housing element within their general plan. This moderate income housing element includes an "analysis of how the jurisdiction will provide a realistic opportunity for development of moderate income housing within the next five years."

While all jurisdictions are highly encouraged to include a moderate income housing element in their general plan and to take proactive steps towards creating affordable housing, the Legislature of the State of Utah has set the following criteria for those jurisdictions that must meet the requirement:

COUNTIES

First, second, and third class* counties with at least 5,000 people in the unincorporated portion.

MUNICIPALITIES

Cities**

- First, second, third, or fourth class cities
- Fifth class cities with at least 5,000 people and part of a first, second, or third class county

Metro Townships

- Metro townships with at least 5,000 people

* - First class = 1,000,000 people or more; second class = 175,000-999,999 people; third class = 40,000-174,999 people

** - First class = 100,000 people or more; second class = 65,000-99,999 people; third class = 30,000-64,999 people; fourth class = 10,000-29,999 people; fifth class = 1,000-9,999 people

The Importance of Planning for Moderate Income Housing

With proper planning and regulations, jurisdictions can pave the way for the private market to adequately address the housing needs and demand of Utah residents - today and in the future. Housing is one of the top priorities of people and ensuring there's enough housing that people can afford is very important.

As defined by Utah Code, moderate income housing is "housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households of the same size in the county in which the city is located." By planning for moderate income housing, jurisdictions will be able to target and direct housing development that will cover a large segment of their population and help to limit the cost burden their residents experience in owning a home.

Planning for moderate income housing by identifying key strategies and how a jurisdiction will implement them within the general plan is a major first step. For a greater impact and to ensure those strategies and implementations continue to work in the future, it's imperative to analyze and revise this planning regularly. Our communities are forever changing and the direction and planning we take must be adjusted accordingly to ensure we're supporting existing and future residents throughout Utah.

Benefits and Limitations

There are benefits for those jurisdictions that meet or even exceed the moderate income housing requirement. Those jurisdictions that exceed the standard requirements by (selecting and implementing two additional strategies) will receive priority consideration of specific funding for the following year after the annual report submission. On the flip side, jurisdictions that do not submit their annual report or do not meet the standard requirements will be deemed ineligible for those same funding opportunities.

The funding opportunities related to this requirement include:

- Transportation Project Funding from the Transportation Commission (Transportation Investment Fund and Transit Transportation Investment Fund) and
- COVID-19 Local Assistance Matching Grant Technical Assistance Program through the Governor's Office of Planning and Budget.

Housing Element Guidance

There are a number of elements that relate to planning for moderate income housing in Utah. We've outlined the primary elements of the state requirement to provide general guidance.

Moderate Income Housing Element in the General Plan

While all jurisdictions are encouraged to plan for moderate income housing, certain jurisdictions are required to include a moderate income housing element within their general plan. The inclusion of this element demonstrates that the jurisdiction desires to create an opportunity for a variety of housing in order "to meet the needs of people of various income levels living, working, or desiring to live or work in the community" while also allowing "people of various incomes to benefit from and fully participate in all aspects of neighborhood and community life."

This housing element should include two pieces: specific strategies which the jurisdiction intends to utilize and an implementation plan to see those strategies through over the next five years.

Strategies

Municipalities and counties must include at least three strategies - municipalities with a "fixed guideway transit station" (train or BRT station) must have at least four strategies. The menu of strategies includes the following:

- A. Rezone for densities necessary to facilitate the production of moderate income housing
- B. Demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing
- C. Demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate income housing
- D. Identify and utilize general fund subsidies or other sources of revenue to waive construction related fees that are otherwise generally imposed by the county/municipality for the construction or rehabilitation of moderate income housing
- E. Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones
- F. Zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers
- G. Amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors
- H. Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities

- I. Amend land use regulations to allow for single room occupancy developments
- J. Implement zoning incentives for moderate income units in new developments
- K. Preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or establishing a housing loss mitigation fund
- L. Reduce, waive, or eliminate impact fees related to moderate income housing
- M. Demonstrate creation of, or participation in, a community land trust program for moderate income housing
- N. Implement a mortgage assistance program for employees of the county/municipality, an employer that provides contracted services for the county/to the municipality, or any other public employer that operates within the county/municipality
- O. Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing
- P. Demonstrate utilization of a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing
- Q. Create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act
- R. Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530
- S. Create a program to transfer development rights for moderate income housing
- T. Ratify a joint acquisition agreement with another local political subdivision for the purpose of combining resources to acquire property for moderate income housing
- U. Develop a moderate income housing project for residents who are disabled or 55 years old or older
- V. Develop and adopt a station area plan in accordance with Section 10-9a-403.1
- W. Create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones
- X. Demonstrate implementation of any other program or strategy to address the housing needs of residents of the county/municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing

Notes:

1. Municipalities with a fixed guideway transit station must include strategy V in their moderate income housing element.
2. Strategy "O" above does not include the phrase "an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperative Act," for counties.
3. Strategy "V" above does not apply to counties.

Implementation

Identifying the key strategies that your jurisdiction is going to utilize is a first step to planning for moderate income housing. The next piece, and some might say the most important piece, is the implementation plan for these strategies.

The jurisdiction should determine an appropriate and realistic implementation plan to bring these strategies to life over the next five years. This implementation plan should be developed in a way that there's flexibility so that the jurisdiction can make adjustments as needed over time. The implementation should also identify specific measures and benchmarks for the strategies. This allows the jurisdiction and general public to understand exactly what needs to happen and creates a method of verifying and determining if the moderate income housing plan is being met.

Adoption

Drafting the strategies and implementation plan need to then be followed by incorporation and adoption of the moderate income housing element within the general plan. Below are a number of resources to assist with this phase.

A basic outline (</housing/affordable/moderate/moderateoutline.pdf>) for the moderate income housing element of the general plan has been drafted. The outline is based on a number of guidelines and best practices recommended by the American Planning Association (APA) and the US Department of Housing and Urban Development (HUD). The writing guide

(/housing/affordable/moderate/moderatewrite.pdf) provides easy to follow tips on preparing a high-quality moderate income housing element.

The moderate income housing element and implementation plan must be formally adopted by resolution and posted on the jurisdiction's website. Prior to the adoption, a public notice and comment along with a public hearing must be held to review the proposed amendment to the general plan.

Analysis

Starting in 2023, jurisdictions that are required to submit an annual report will also need to include an analysis of the progress they've made over the past year. This analysis is self-reported and reviewed by the Housing and Community Development Division. It gives the jurisdiction the ability to truly look at the strategies they've selected, the progress they've made toward implementation, as well as identify any barriers or issues they've run into over the year while trying to enable and encourage moderate income housing.

More details about the annual report and the analysis element can be found on the Reporting (/housing/affordable/moderate/reporting/index.html) page.

Clearinghouse of Affordable Housing Data

Planning is said to be policymaking with a map. Evidence-based policies are forward-looking and shaped by high-quality, reliable information rather than reflex responses to short-term pressures. They tackle causes not symptoms. Evidence-based policies are designed to: 1) Test the validity of perceived issues in a community; 2) Assess the extent of verified problems; 3) Evaluate the potential efficacy of proposed solutions; and 4) Monitor progress in resolving those problems.

Each year the U.S. Census Bureau conducts an extensive household survey called the American Community Survey (ACS) and posts the results on its website. The U.S. Census Bureau (<https://data.census.gov/cedsci/>) provides table and map-based data for you to explore and use. HUD then compiles the ACS into Comprehensive Housing Affordability Strategy (CHAS) datasets, which are tabulations of housing needs according to household income and program eligibility limits. It then publishes these data on its HUDuser (<https://www.huduser.gov/portal/home.html>) website. However, these websites are not the most intuitive websites to use. HCD has provided a number of easy to follow tutorials and an Affordable Housing Gap Analysis tool to help guide you on your way to evidence-based planning.

The Role of the Utah Housing and Community Development Division

The Utah Housing and Community Development Division (HCD) plays a critical role assisting the State in the creation of moderate income housing. In addition to developing the regulations related to this topic within the State Code, HCD is here to:

- Train jurisdictions on the annual reporting process,
- Review and publish all submitted annual reports,
- Determine compliance with the regulation as well as priority funding consideration for jurisdictions that exceed the standard requirement,
- Identify jurisdictions that are in noncompliance and therefore ineligible for certain funding, and
- Provide support and answers to jurisdictions throughout the general plan adoption and implementation of the housing element.

Questions?

If you need any assistance in submitting your annual report or have questions about the requirements, please reach out to William Cobabe (wcobabe@utah.gov (<mailto:wcobabe@utah.gov>)).

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**RIVERDALE CITY
PLANNING COMMISSION
PUBLIC HEARING NOTICE**

Riverdale City gives notice that on Tuesday, September 13, 2022, at 6:30 p.m., at the Riverdale City Civic Center, 4600 South Weber River Drive, Riverdale, Utah, the Planning Commission will hold a public hearing to receive and consider public comments regarding the following:

Proposed update to the Moderate Income Housing Plan element of the Riverdale City General Plan and new requirements to be included in Moderate Income Housing Plan element.

The public is invited to review and inspect all information available concerning such proposal(s) at the Riverdale City Offices during the regular office hours, 8:00 a.m. to 5:00 p.m. Monday through Friday. The public or any interested parties may present written or oral testimony to the Riverdale City Planning Commission concerning the proposed action at the aforementioned time and place.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Riverdale City limits on this 2nd day of September, 2022 at the following locations: 1) Riverdale City Hall Noticing Board 2) Riverdale City website at <http://www.riverdalecity.com/> 3) the Public Notice Website: <http://www.utah.gov/pmn/index.html>.

This notice is scheduled to be published in the Standard Examiner on Saturday, September 3, 2022.

Michelle Marigoni
Riverdale City Recorder



OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Standard-Examiner** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(801) 625-4302**.

Notice ID: yT0dJX7mtFI7zNlVrb6 | **Proof Updated: Sep. 02, 2022 at 02:57pm MDT**
Notice Name: Public Hearing 9/13/22 GP Update-Mod Inc Hous | Publisher ID: UC0090

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Michelle Marigoni	Standard-Examiner
mmarigoni@riverdalecity.com	
(801) 394-5541	

Columns Wide: 1	Ad Class: Legals
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09/03/2022: Custom Notice	110.63
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Subtotal	\$110.63
Tax %	0.00
Processing Fee	\$11.06
Total	\$121.69

PUBLIC NOTICE

Riverdale City gives notice that on Tuesday, September 13, 2022, at 6:30 p.m., at the Riverdale City Civic Center, 4600 South Weber River Drive, Riverdale, Utah, the Planning Commission will hold a public hearing to receive and consider public comments regarding the following:

Proposed update to the Moderate Income Housing Plan element of the Riverdale City General Plan and new requirements to be included in Moderate Income Housing Plan element.

The public is invited to review and inspect all information available concerning such proposal(s) at the Riverdale City Offices during the regular office hours, 8:00 a.m. to 5:00 p.m. Monday through Friday. The public or any interested parties may present written or oral testimony to the Riverdale City Planning Commission concerning the proposed action at the aforementioned time and place.

**RIVERDALE CITY
PLANNING COMMISSION AGENDA
September 13, 2022**

AGENDA ITEM: E3

- SUBJECT:**
- a. Review and discussion of proposed rezone request for property located at approximately 4450 South 700 West, Riverdale, Utah, as requested by Forza Development Group.
 - b. Consideration to set Public Hearing for proposed Rezone Request from Regional Commercial (C-3) Zoning to Multiple-Family Residential (R-4) Zoning for property located at approximately 4450 South 700 West, Riverdale, Utah 84405, as requested by Forza Development Group.
- PRESENTER:** Mike Eggett, Community Development
- INFORMATION:**
- a. [4450 S 700 W Rezone App Forza Group 20220822](#)
 - b. [4450 S 700 W – Rezone Req location](#)

[BACK TO AGENDA](#)



Riverdale City

Community Development
4600 So. Weber River Drive
Riverdale, Utah 84405
Acct # 10-34-1500

RIVERDALE CITY REZONE REQUEST APPLICATION

DATE SUBMITTED: 8/22/2022 FEE SCHEDULE: \$350

APPLICANT NAME: Forza Development PHONE NUMBER: 801-455-8005

APPLICANT ADDRESS: 2180 S 1300 E Suite 240
Salt Lake City, UT 84106

ADDRESS OF SITE: 4450 S. 700W, Riverdale, UT 84405

PROPERTY OWNER: The Carey Family Properties LLC

PRESENT ZONING: Commercial (C-3)

PRESENT USE: Automotive Service Center

PROPOSED ZONING: Medium Density Residential (R-4)

PROPOSED USE: Multifamily Apartment

PROPERTY ACREAGE: 0.87

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 present zoning be changed?
- B. How is the proposed change in harmony with the City General Plan for this area?
- C. If the proposed change 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 change in the public interest as well as the applicant's desire?

Chris Hatch
Signature of Applicant

Chris Hatch
Signature of Property Owner

I authorize Chris Hatch to act as my representative in all matters relating to this application.



Riverdale City

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

APPLICATION REQUIREMENTS AND PROCEDURE FOR REZONE REQUEST

1. The applicant shall submit to the City Recorder the following:
 - a. Completed REZONE REQUEST APPLICATION formally requesting a rezone and stating the reasons for the request.
 - b. PROPERTY PLAT MAP of the area of the requested rezone. Plats are available at the Weber County Recorder's Office.
 - c. LEGAL DESCRIPTION of the subject property.
 - d. REZONE REQUEST FEE of \$350 as established by resolution of the Riverdale City Council.

2. The Planning Commission, following the public hearing, will consider action to approve or deny the rezone request. The Planning Commission may take up to thirty (30) days following the public hearing to act on the rezone request. The decision of the Planning Commission will be forwarded to the City Council with the Planning Commission recommendation. The City Council will then make the final decision. If the request is approved, an ordinance will be signed and filed. The application / property owner may obtain a copy of the ordinance if desired.

3. If approved, the rezone will become effective upon posting of the ordinance.

Planning Commission scheduled public hearing:

Date: _____ Decision: _____

City Council consideration of application:

Date: _____ Decision: _____

A. Why should the present zoning be changed?

The property is adjacent to the mobile home park which in our development plan will be removed for a new apartment complex to take its place. This plot is included in our plans and will allow us to redevelop the surrounding area into a beautiful new housing option.

B. How is the proposed change in harmony with the City General Plan for the area?

The general plan does show that the surrounding area that is included in our plan is designated as medium density residential. The new development will stick with the city's plan while revitalizing the area.

C. If the proposed change 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?

The change is in harmony with the surrounding parcels and the rezoning does make the area of medium density residential extend just slightly further which is warranted with the growth that the area has seen recently leading to a need for more rentable living spaces.

D. How is the change in the public interest as well as the applicant's desire?

The change will make the area drastically more appealing to the community, providing more options for housing in Riverdale in a way that has much more curb appeal than the current mobile home park.

RIVERDALE CITY CORPORATION
4600 SOUTH WEBER RIVER DRIVE
RIVERDALE UT 84405

394-5541

Receipt No: 15.551622

Aug 22, 2022

FORZA DEVELOPMENT, LLC

Previous Balance:	.00
MISCELLANEOUS - 691 W 4400 S	350.00
10-34-1500 ZONING & SUB. FEES	
<hr/>	
Total:	350.00
<hr/>	
CHECK <input type="checkbox"/> M/C Check No: 3127	350.00
Total Applied:	350.00
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Change Tendered:	.00
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08/22/2022 8:43 AM



**RIVERDALE CITY
PLANNING COMMISSION AGENDA
September 13, 2022**

AGENDA ITEM: E4

- SUBJECT:**
- a. Review and discussion of proposed rezone request for property located at approximately southeast corner of 4400 South 700 West, Riverdale, Utah, as requested by Forza Development Group.
 - b. Consideration to set Public Hearing for proposed Rezone Request from Regional Commercial (C-3) Zoning to Multiple-Family Residential (R-4) Zoning for property located at approximately southeast corner of 4400 South 700 West, Riverdale, Utah 84405, as requested by Forza Development Group.
- PRESENTER:** Mike Eggett, Community Development
- INFORMATION:**
- a. [4400 S 700 W Rezone App Forza Group 20220822](#)
 - b. [4400 S 700 W – Rezone Req location](#)

[BACK TO AGENDA](#)



Riverdale City

Community Development
4600 So. Weber River Drive
Riverdale, Utah 84405
Acct # 10-34-1500

RIVERDALE CITY REZONE REQUEST APPLICATION

DATE SUBMITTED 8/22 /2022 FEE SCHEDULE: \$350

APPLICANT NAME Forza Development PHONE NUMBER: 801-445-8005

APPLICANT ADDRESS 2180 South 1300 E Suite 240
Salt Lake City, Utah 84106

ADDRESS OF SITE South East Corner of 4400 South 700 W

PROPERTY OWNER Garff Properties Riverdale LLC

PRESENT ZONING Commercial (C-3)

PRESENT USE: None

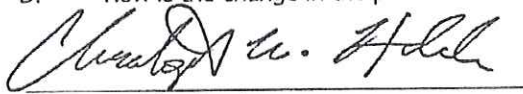
PROPOSED ZONING Medium Density Residential (R-4)

PROPOSED USE: Multifamily Apartment

PROPERTY ACREAGE: 0.71

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 present zoning be changed?
- B. How is the proposed change in harmony with the City General Plan for this area?
- C. If the proposed change 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 change in the public interest as well as the applicant's desire?


Signature of Applicant


Signature of Property Owner

I authorize Christopher Hatch to act as my representative in all matters relating to this application.



Riverdale City

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

APPLICATION REQUIREMENTS AND PROCEDURE FOR REZONE REQUEST

1. The applicant shall submit to the City Recorder the following:
 - a. Completed REZONE REQUEST APPLICATION formally requesting a rezone and stating the reasons for the request.
 - b. PROPERTY PLAT MAP of the area of the requested rezone. Plats are available at the Weber County Recorder's Office.
 - c. LEGAL DESCRIPTION of the subject property.
 - d. REZONE REQUEST FEE of \$350 as established by resolution of the Riverdale City Council.

2. The Planning Commission, following the public hearing, will consider action to approve or deny the rezone request. The Planning Commission may take up to thirty (30) days following the public hearing to act on the rezone request. The decision of the Planning Commission will be forwarded to the City Council with the Planning Commission recommendation. The City Council will then make the final decision. If the request is approved, an ordinance will be signed and filed. The application / property owner may obtain a copy of the ordinance if desired.

3. If approved, the rezone will become effective upon posting of the ordinance.

Planning Commission scheduled public hearing:

Date: _____

Decision: _____

City Council consideration of application:

Date: _____

Decision: _____

A. Why should the present zoning be changed?

The property is adjacent to the mobile home park which in our development plan will be removed for a new apartment complex to take its place. This plot is included in our plans and will allow us to redevelop the surrounding area into a beautiful new housing option.

B. How is the proposed change in harmony with the City General Plan for the area?

The general plan does show that the surrounding area that is included in our plan is designated as medium density residential. The new development will stick with the city's plan while revitalizing the area.

C. If the proposed change 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?

The change is in harmony with the surrounding parcels and the rezoning does make the area of medium density residential extend just slightly further which is warranted with the growth that the area has seen recently leading to a need for more rentable living spaces.

D. How is the change in the public interest as well as the applicant's desire?

The change will make the area drastically more appealing to the community, providing more options for housing in Riverdale in a way that has much more curb appeal than the current mobile home park.

RIVERDALE CITY CORPORATION
4600 SOUTH WEBER RIVER DRIVE
RIVERDALE UT 84405

394-5541

Receipt No: 15.551621

Aug 22, 2022

FORZA DEVELOPMENT, LLC

Previous Balance:	.00
MISCELLANEOUS - SOUTH EAST CORNER OF 4400 S 700 W 10-34-1500 ZONING & SUB. FEES	350.00

Total:	350.00
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CHECK	Check No: 3128	350.00
Total Applied:		350.00

Change Tendered:	.00
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08/22/2022 8:41 AM

