HARRISVILLE CITY
ORDINANCE 579

AN ORDINANCE OF HARRISVILLE CITY, UTAH, ADOPTING A MASTER DEVELOPMENT AGREEMENT FOR CERTAIN PARCELS LOCATED AT APPROXIMATELY 2440 NORTH HIGHWAY 89 BASED UPON AN APPLICATION FILED WITH THE CITY; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Harrisville City is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, Utah Code Annotated §10-8-84 and 10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, Utah Code Annotated Title 10 Chapter 20 enables municipalities to regulate land use and development;

WHEREAS, Utah Code Ann. § 10-20-501 provides that a legislative body is authorized to enact a land use regulation and enact a land use regulation by ordinance;

WHEREAS, Utah Code Ann. § 10-20-508 authorizes a municipality to enter into a development agreement containing terms the municipality considers necessary or appropriate to accomplish the purposes of Title 10, Chapter 20 of the Utah Code, including terms relating to a planned unit development;

WHEREAS, Utah Code Ann. § 10-20-508(2)(a)(iii) provides that when a development agreement would allow a use or development of land that applicable land use regulations would otherwise prohibit, the legislative body must approve the development agreement in accordance with the same procedures for enacting a land use regulation under Utah Code Ann. § 10-20-502, including review and recommendation by the Planning Commission and a public hearing;

WHEREAS, the City has received an application from Steward Land Company LLC concerning property located at approximately 2440 North Highway 89, identified as Weber County Parcel Numbers 17-066-0010, 17-066-0062, 17-066-0049, 17-066-0063, 17-066-0071, 17-066-0072, consisting of approximately 8.19 acres;

WHEREAS, the proposed Master Development Agreement is intended to provide a framework for the future development of the property while maintaining the City's authority to enforce applicable laws, ordinances, regulations, and development standards except as specifically addressed by the Agreement;

WHEREAS, the proposed Master Development Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference;

WHEREAS, after providing the required notice, the Harrisville City Planning

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Commission held a public hearing on November 18, 2026, to receive public comment regarding the proposed Master Development Agreement and considered the Agreement before making its recommendation to the City Council;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on _____, 2026, to act upon this Ordinance;

NOW, THEREFORE, be it ordained by the City Council of Harrisville as follows:

Section 1: **Plan Map, Master Development Agreement, and Reversion.** The Plan Map and Master Development Agreement attached in as Exhibits "A" through " " which are hereby adopted and incorporated herein by this reference are adopted as required Plan Maps and Master Development Agreement. Any development must substantially conform to this Plan Map and Master Development Agreement.

Section 2: **Severability.** If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of the ordinance, or specific application of the ordinance, shall be severed from the remainder, which shall continue in full force and effect.

Section 3: **Effective date.** This ordinance shall be effective immediately upon posting after final passage, approval, and posting.

PASSED AND ADOPTED by the City Council on this _____ day of _____, 2026.

_____
ROGER SHUMAN, Mayor
Harrisville City
ATTEST:

_____
JACK FOGAL
City Recorder

Roll Cal Vote Tally:

Council Member Wilhelmsen	Yes	No
Council Member Prall	Yes	No
Council Member Christensen	Yes	No
Council Member Montgomery	Yes	No
Council Member Hadley	Yes	No

RECORDED this ___ day of _____, 2026.
PUBLISHED OR POSTED this ___ day of _____, 2026.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the municipal recorder of Harrisville City, hereby certify that foregoing ordinance was duly passed and published, or posted at 1) City Hall,2) Martin Henderson Harris Cabin and 3) 2150 North on the above referenced dates.

_____ DATE:_____
City Recorder

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WHEN RECORDED RETURN TO:
Steward Land Company
Brad Brown
2444 Washington Blvd
Ogden Utah 84401

DEVELOPMENT AGREEMENT
FOR
DEVELOPMENT NAME IN HARRISVILLE, UTAH

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into on this _____ day of _____, 2026 ("**Effective Date**"), by Steward Land Company, a Utah limited liability company ("**Developer**"), and Harrisville City, a political subdivision of the State of Utah ("**City**"). City and Developer are the "**Parties**" to this Agreement, and individually each is a "**Party**" hereto.

RECITALS

A. Developer owns a X-acre parcel of property located in Weber County Utah, legally described on the attached and incorporated Exhibit A ("**Property**"), and known by Weber County Tax ID number XX_XXX_XXXX.

B. Developer desires to develop the Property into a mixed use development consisting of an X-acre commercial pad and X-acre residential subdivision consisting of Thirteen (43) single family attached and detached homes ("**Project**") to be known as Development Name, as generally depicted on the preliminary concept plan ("**Concept Plan**") attached hereto as Exhibit B and incorporated herein.

C. City desires to cooperate with Developer to permit development of the Project.

D. The Property is currently designated within the *CP-2 (Planned Community Commercial) Zone*. The Parties intend that this Agreement be applied over the Property's existing zoning designation, and that no rezone, zone change, or overlay zone designation of the Property is required, contemplated, or a condition of this Agreement or the Project.

E. The Concept Plan, together with the designated Commercial and Residential areas, lot typical and roadway section drawings, land use and development standards included therewith, is intended to establish the development standards governing the Project.

F. The Parties desire to enter into this Agreement to more fully specify the rights and responsibilities of Developer to develop the Project as expressed in this Agreement and the Concept Plan, and the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this Agreement, the Concept Plan, land use and development standards and all other applicable laws.

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NOW, THEREFORE, in consideration of the foregoing recitals (which recitals are incorporated into this Agreement) and the covenants hereafter set forth in this Agreement, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

AGREEMENT

1. Interpretation. Whenever in this Agreement:

   1.1. the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless expressly provided to the contrary;

   1.2. there is a reference to "days," such reference shall be deemed to be to "calendar days" unless the phrase "business days" is expressly stated;

   1.3. the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business day; and

   1.4. there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, Agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated.

2. Zoning & Vesting.

   2.1. Upon adoption of this Agreement by City, the Property will vest as to the City ordinances in place as of the Effective Date, including the existing zoning designation of the Property, the provisions of this Agreement, and the Concept Plan, all without further action or approval by City. City acknowledges that approval of this Agreement includes approval of the Concept Plan, and developer is vested in the right to develop the Project in substantial conformance with the Concept Plan, and existing City ordinances.

   2.2. The Parties intend that the rights granted to Developer and the entitlements for the Project under this Agreement are both contractual and provided under the common law concept of vested rights and pursuant to Utah Code § 10-20-902. To the extent this Agreement and Concept Plan conflict with City ordinances, the terms of this Agreement and Concept Plan shall control, those terms having received legislative approval by City. Nothing in this Agreement shall be interpreted to deprive City of its legislative authority nor interfere with a City's police power.

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2.3. In accordance with Utah vesting laws, laws and ordinances adopted by City after the Effective Date ("**City's Future Laws**") shall not apply to the Project, except as follows:

2.3.1. City's Future Laws that Developer agrees in writing apply to the Project;

2.3.2. City's Future Laws that are both generally applicable to all properties in the City's jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;

2.3.3. City's development standards, engineering requirements, approval, and supplemental specifications applicable to public works, and any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the state or federal governments and are otherwise required to meet legitimate concerns related to public health, safety or welfare;

2.3.4. Lawful taxes, or modifications thereto, provided that nothing in this Agreement shall be construed as waiving or limiting in any way Developer's right to challenge taxes imposed by City, which right to challenge is hereby reserved;

2.3.5. Changes to the amounts of utility rates, service fees or charges, or fees for the processing of Development Applications that are generally applicable to all development within City's jurisdiction and that are adopted pursuant to state and local law; and

2.3.6. Changes authorized under Utah Code §10-20-902, or its successor statute.

2.4. This Agreement shall become effective on the Effective Date and shall remain in effect until the earlier of: (i) final buildout and completion of the Project in accordance with this Agreement, or (ii) 5 years from the Effective Date ("Expiration Date"), unless extended by mutual written agreement of the Parties.

2.5. If the Project has not been completed prior to the Expiration Date, this Agreement shall automatically terminate and be of no further force or effect, and all rights, approvals, entitlements, and other benefits granted under this Agreement shall expire except for those portions of the Project for which final plat approval has been recorded. The development rights and approvals applicable to such recorded final plats shall remain vested and may be developed in accordance with this Agreement and applicable law.

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3. Development Standards.

3.1. The development standards governing the residential area designated in the Project are established by the Concept Plan, roadway section drawings, land use and development standards attached hereto as part of Exhibits B and C, which together constitute the complete and exclusive development standards for the residential portion of the Project. The commercial area designated in Exhibit B shall comply with Harrisville city standards for the CP-2 zone.

3.2. To the extent any standard established by the Concept Plan or Exhibits B and C conflicts with or differs from any dimensional, design, or improvement standard of the Property's underlying zone or any other City ordinance, the standard established by the Concept Plan and Exhibits B and C shall control, City having granted legislative approval of such standards through its approval of this Agreement.

3.3. Modifications to the layout that remain consistent with the lot configuration and development standards established by the Concept Plan and Exhibits B and C shall not be considered material modifications, shall not require amendment of this Agreement, and may be approved by City staff.

3.4. Land uses in the Project will be commercial and residential.

4. Approval Procedures.

4.1. Following the approval and adoption of this Agreement, Developer shall apply for preliminary plat approval. Preliminary plat review and approval is administrative in accordance with the terms of this Agreement. Preliminary plat approval shall only be granted when there is reasonable certainty that the Project will conform in substance to the Concept Plan and Exhibits B and C and otherwise comply with this Agreement.

4.2. Following preliminary plat approval, developer may apply for one or more final plat approvals. Review and approvals of a final plat is an administrative process, in accordance with the terms of this Agreement.

5. Phasing and System Infrastructure.

5.1. Developer may, but is not obligated to, develop the Project in phases. Developer reserves discretion to determine when to develop a particular portion or phase of the Property based upon Developer's business judgment, provided that phasing shall follow a logical path allowing for continuity and infrastructure connection between phases.

5.2. Developer shall design and construct all system infrastructure, including roads, water, sewer, and storm water, in accordance with City infrastructure and public works standards, except for the following exceptions, which are expressly approved by the City:

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5.2.1. The roadway section included in Exhibit B, which governs the design, dimensions, and construction of all streets within the Project in lieu of the corresponding City standard street cross-section, as established under Section 3 (Development Standards).

5.3. Developer shall be responsible for installation of system improvements and if appropriate, dedication thereof to the public.

6. Default.

6.1. If Developer, a Sub-developer, or a City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If a City believes that the Default has been committed by a Sub-developer, then that City shall also provide a courtesy copy of the Notice to Developer.

6.2. The Notice of Default shall:

6.2.1. Specify the claimed event of Default;

6.2.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

6.2.3. Identify why the Default is claimed to be material;

6.2.4. Propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

6.3. If the Parties are not able to resolve the Default, then the Parties may have the following remedies:

6.3.1. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the Default.

6.3.2. The right to withhold all further review, approvals, licenses, building permits and/or other permits for development of the Project in the case of default by Master Developer, until the default has been cured or a bond has been posted to secure satisfaction for the default. A subdivision improvement agreement is required as part of subdivision approval in a separate action and form from this Agreement. The rights and remedies in the subdivision improvements agreement govern over this Agreement, and in case of conflict the stricter applies as determined by the City.

6.4. Limitation of Remedies

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6.4.1. Exclusive Remedy. Notwithstanding any other provision in this Agreement, the parties hereby agree that the sole and exclusive remedy for any breach or violation of this Development Agreement shall be limited to those remedies provided under the Land Use Development and Management Act (LUDMA), Utah Code Ann. § 10-20-101 et seq., as amended from time to time.

6.4.2. Waiver of Contract Claims. The parties expressly waive any right to pursue a breach of contract claim or any other common law remedy not specifically authorized by LUDMA in connection with this Agreement.

6.4.3. Acknowledgement. The parties acknowledge that they have read and understand this limitation of remedies provision and have voluntarily agreed to its terms after consultation with legal counsel or having had the opportunity to consult with legal counsel.

6.5. If a Default remains uncured following the applicable cure period, the Party asserting Default may provide Notice of its intent to pursue remedies under this Agreement, including termination. If the City elects to consider termination of this Agreement, the matter shall be scheduled for consideration and review by the City's legislative body at a duly noticed public meeting, and the Party allegedly in Default shall have the right to attend and to offer written and oral evidence prior to or at such meeting.

6.6. If the City's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, City shall send written Notice of termination of this Agreement to Developer by certified mail, and this Agreement shall thereafter be terminated.

6.7. If any Default cannot reasonably be cured within sixty (60) days, the defaulting Party shall not be deemed in Default so long as it commences cure within the sixty (60) day period and thereafter diligently pursues such cure to completion.

6.8. A default of any obligations assumed by an assignee or Sub-developer shall not be deemed a default of Developer.

6.9. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:

Steward Land Company

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Brad Brown
2444 Washington Blvd
Ogden Utah 84401

With a copy to:

Developer Attorney

To City:

With a copy to:

6.10.

7. Assignability.

7.1. Developer shall not assign this Agreement, transfer its rights or obligations under this Agreement, sell or transfer ownership or control of the Project, or assign or substitute any subdeveloper or successor developer, without the prior written consent of the City, which consent may be withheld in the City's sole discretion. Any attempted assignment, transfer, sale, or substitution without such consent shall be void and shall constitute a material default under this Agreement. Upon such unauthorized assignment, transfer, sale, or substitution, this Agreement shall automatically terminate unless otherwise agreed to in writing by the City.

8. General Provisions.

8.1. This Agreement begins on the Effective Date and will run with the land during its term, subject to the expiration and termination provisions of this Agreement.

8.2. This Agreement has been drafted by legal counsel for the Developer and the City, and no presumption or rule that ambiguities shall be against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

8.3. Each Party hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

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8.4. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development Agreements. If a referendum or challenge relates to the approval of this Agreement, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code § 20A-7-601, then Developer may deliver a Notice of rescission to the City to terminate this Agreement. Upon Developer's delivery of a Notice of Termination pursuant to this Section, this Agreement shall automatically terminate with respect to that City only, whereupon the Parties shall have no further rights or obligations hereunder.

8.5. The Parties intend that the administration, but not the approval, of this Agreement and any amendments, shall be processed through administrative land use applications to be decided by the land use authority, as those terms are defined in Utah law. Any development fee, impact fee, building fee, and/or other fees that are part of this Project shall be in the legally compliant amount of the higher of the two City.

8.6. This Agreement shall be recorded by any party in its entirety, at Developer's expense, in the Official Records of Weber County, Utah, and this Agreement shall run with the land.

8.7. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

8.8. This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other person shall have any right of action based upon any provision of this Agreement whether as third-party beneficiary or otherwise.

8.9. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original.

8.10. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

8.11. If City approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void. If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding, or action shall be strictly construed.

8.12. Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including but not limited to, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes, materials shortages, embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the

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occurrence of any such cause, Developer shall notify City and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.

8.13. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.

8.14. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER:

Steward Land Company

By: _____
Name:
Its: *Manager*

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF _____)

On the _____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Fieldstone Land Investors LLC, a Utah limited liability company, and that the foregoing instrument was executed on behalf of said company.

_____

NOTARY PUBLIC

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Approved as to form and legality:

_____
City Attorney

Attest:

_____
City Recorder

HARRISVILLE CITY,

a Utah political subdivision

By: _____

Name: _____

Its: _____

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EXHIBIT A

LEGAL DESCRIPTION

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EXHIBIT B

CONCEPT PLAN, LOT TYPICAL, and PUBLIC AND PRIVATE ROADWAY SECTIONS

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EXHIBIT C

Residential Development and Land use Standards

Land Use Standards

1. This section designates the land uses allowed in the townhome and single family detached homes in the Development Name.
2. All permitted and conditional land uses shall comply with all applicable regulations of Chapters 11.09 and 11.10 of the Land Use Regulations of Harrisville City and any other regulation governing the specific use prior to a building permit being issued for such a use to be constructed or to convert an existing structure to the permitted or conditional use.
3. Any land use that is not listed in this section is not permitted in that zone where the use is desired.
4. Any use in the following table is permitted if such use has a "P" designation in the zone where the use is listed. A "C" designation indicates that a conditional use permit is required according to the procedures of Chapter 11.18 of Harrisville City Land Use Ordinance before the use can be allowed. An "N" indicates the use is not allowed in the specific zone where it is listed. If the last column in the use table includes a number this refers to a section of the Harrisville City Code in chapter 15 to a specific regulation that is required to be followed in order to allow the use in the specific zone.

Land Use	**Single Family Detached**	**Townhomes**	**Specific Use Regulation**
Agricultural Uses			
Agricultural accessory structure (e.g., greenhouse, cold storage)	P	N	11.10.020.1
Commercial crop and fruit production	P	P	
Produce Stand	P	N	11.10.020.2
Crop and fruit production for property owner's personal use	P	P	
Plant Nursery	N	N	11.10.020.3
Animal Raising			
Accessory building	N	N	

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Animals for family food production	N	N	11.10.020.4
Animal Boarding Establishment	N	N	11.09.020; 11.10.020
Dairy farm	N	N	11.10.020.5
Horse raising	N	N	11.10.020.6
Household Pets	P	P	
Veterinarian Clinic	N	N	11.09.020; 11.10.020
Residential			
Accessory building	P	P	
Accessory swimming pool	P	P	11.10.020.8
Home occupation	C	C	11.10.020.9
Single family dwelling	P	P	
Two family dwelling	N	P	11.10.020.15
Transportation, Communication, Utilities			
Public utility substation, electric, water tank, etc.	C	C	11.10.020.16
Telecommunication tower	N	N	11.10.020.17
Television or radio transmitting tower	N	N	
Television or satellite dish	N	N	11.10.020.18

Key: P = Permitted, C = Conditional Use, N = Not Permitted.

5. Land which is not being used for any of the permitted uses, shall be left in its natural condition and with its natural vegetation. Clearing of the ground or removal of vegetation excluding those plants considered to be abated for the public good (dyers woad, yellow star thistle, Canadian thistle, etc.) is not permitted. In cases deemed a potential fire hazard the mowing of the vegetation to appropriate heights is not considered removal of the vegetation.

Development Standards

1. **Single** Family Detached Lots

   Minimum Lot Size: 5,000 sf
   Minimum Lot frontage: 50 ft
   Front Setback to House: 20 ft
   Front Setback to Garage: 25 ft
   Interior Side Setback: 7 ft

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Side Facing Corner Setback: 20 ft
Rear Setback: 20 ft

2. Single Family Attached Development Standards

Single Family Attached developments shall comply with the following standards:

a. **Maximum Number of Attached Units.** No more than five (5) dwelling units may be connected in a single building.

b. **Building Width.** Each residential unit shall have a minimum width of twenty-four (24) feet where the primary entrance is not on the same side as the garage or thirty (30) feet where the garage and primary entrance are on the same side.

c. **Garage Orientation.** Garages shall not face a public street.

d. **Front, Side, and Rear Setbacks.** Buildings shall maintain a minimum front and side setback of twenty (20) feet and a minimum rear setback of twenty (20) feet to adjacent properties or streets.

e. **Building-to-Building Separation.**

   i. A minimum separation of thirty (30) feet shall be maintained between adjacent buildings where any of the building walls are the front or rear walls of the building.

   ii. A minimum separation of twenty (20) feet shall be maintained between the side walls of separate buildings.

f. **Private Road/Alley Width.** An alley serving a townhome development shall have a minimum width of:

   i. Thirty (30) feet where no driveway is located between the alley/road and a garage; or
   ii. Twenty-four (24) feet where a driveway is provided between the alley/road and a garage.

g. **Detached Garage.** No minimum Side setback is required for a detached garage that shares a common wall with a similarly proportioned and appearing garage on the adjacent lot, as long as both garages are built at the same time.

h. **Open Space**. A minimum of 200 square feet of improved open space per residential unit shall be provided for attached residential housing. Required setbacks shall not be counted toward required common open space. Common open space shall:

   i. Be provided in contiguous areas of at least 2,500 square feet, regardless of the size of the development;

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ii. Have a minimum width of 30 feet;

iii. Be accessible to and usable by residents of the development;

iv. Be designed and maintained for active or passive recreational use;

v. May not include parking areas, drive aisles, drainage facilities, or other areas that are not reasonably usable for recreational or outdoor living purposes; and

vi. Must include a play structure designed for children up to twelve (12) years of age, at least one park bench for every 1,000 square feet of required open space, and at least 100 square feet of pavilion space, including a table and seating area, for every 2,500 square feet of required open space. All park improvements, including play structures, benches, tables, seating, and pavilion structures, shall be constructed of commercial-grade materials designed for durability, with minimal maintenance requirements, and suitable for long-term outdoor use.

i. **Private Yard Alternative**. A development may satisfy the required open-space requirement through dedicated and individually owned private yard space associated with each residential unit. Private yard space shall:

i. Have a minimum depth of 20 feet;

ii. Extend across the full width of the dwelling; and

iii. Not be subject to the minimum area, minimum width, or setback requirements applicable to common open space.

j. **Design Standards.** All buildings shall be designed in accordance with the following minimum design standards:

i. Building massing. The wall massing of building facades shall be broken at least every 30 feet with no less than a six-inch shift in the plane of adjacent walls.

ii. Each building façade facing a public street shall be constructed of brick, stone, wood, or a faux material, such as fiber cement, that closely resembles one of these materials, as determined by the Land Use Authority. Metal may be used as an accent material on less than twenty-five percent (25%) of each façade, excluding window and door openings. At least one material used on the street-facing façade(s) shall also be used on at least twenty-five

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percent (25%) of each other building side visible from a public street. Non-permanent structures and vegetation shall not be considered to obstruct the visibility of any building façade from a public street.

iii. Colors. At least two muted earth-toned colors generally visible from the site are required.

iv. Repetitious building facades. When multiple dwelling units with substantially similar floor plans, whether mirrored or not, will be located on the same street-block, no less than five (5) unique dwelling unit facade patterns that use unique architectural design features and materials shall be used and distributed in a manner that avoids the obvious repetition of the same pattern, whether mirrored or not, within visual proximity of another. This provision shall not apply to any dwelling unit with a street-facing facade that gives the visual appearance of a single-family dwelling.

v. Parking. Three (3) off-street parking spaces shall be provided for each unit.

vi. Fencing. Private yards shall be enclosed by a fence that meets the following regulations:

(1) Front and Side Yard Fences. Front and side yard fences shall be constructed of decorative vinyl, metal, or wood materials that are compatible with the building design. Chain-link fencing is prohibited. Fences shall be a minimum of thirty (30) inches in height and shall not exceed forty-eight (48) inches in height. Any fence exceeding thirty-six (36) inches in height shall be a minimum of seventy-five percent (75%) open.

(2) Backyard fences must be at least five (5) feet tall.

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