

## Chapter 16.08 (RA-1) RESIDENTIAL-AGRICULTURAL ZONE.

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### Section 16.08.04 Lot Area and Maximum Density

**(1) Small Scale Subdivisions.** For small scale subdivisions, each lot or parcel must be a minimum of one (1) acre. Small scale subdivisions are not entitled to nor need comply with Section 17.27.10 but must comply with all other applicable code sections.

**(2) Large Scale Subdivisions.** Any large scale subdivision or development in the RA-1 zone shall comply with all applicable County ordinances including Section 16.27.10 of this title. The maximum density allowed in this zone for large scale subdivisions is one unit per developable acre. Developable acres are calculated by multiplying the total number of acres in a parcel by three-quarters (.75).

**(3) Further Development.** Any subdivision or development, which uses clustering, variable lot sizes or other development procedures, that creates common area parcels, open space parcels or which creates building lots greater than one (1) acre, must include notes on the plat, conservation easements and any other appropriate land use controls deemed necessary by the Land Use Authority to prohibit further development of any lot or parcel within the subdivision.

**(4) Open Space Areas.** Open Space Areas shall be protected by a recorded conservation easement enforceable by the County. Further protection may be offered by an actual land dedication to the County or other entity upon the approval by the County. This may be accomplished by the following means:

(a) Open space owned by Homeowners Association with a conservation easement recorded in favor of Wasatch County or other appropriate entity as determined by the land use authority.

(b) Open space deeded to Wasatch County with a conservation easement recorded in favor of the Homeowners Association or other appropriate entity as determined by the land use authority.

(c) Open space owned by appropriate entity as determined by the land use authority with conservation easement to Wasatch County.

**(5) Ownership of Open Space.** Permanently protected open space created through the development process shall remain undivided and may be owned and managed by a homeowners' association, Wasatch County, or a recognized land trust or conservancy. Any ownership other than the Homeowner's Association or Wasatch County is subject to approval by the land use authority. A narrative describing ownership, use and maintenance responsibilities shall be submitted for all common space and public improvements, utilities, and open spaces.

Common area or amenity open space within a development shall be owned, administered, and maintained by the Homeowners Association.

**(a) Homeowners' Association.** The undivided open space and associated facilities may be held in common ownership by a homeowners association. The association shall be formed and operated under the following provisions:

(i) The developer shall provide a description of the association, including its bylaws and methods for maintaining the open space easement.

(ii) The association shall be organized by the developer and shall be operated with a financial subsidy from the developer, before sale of any lots within the development.

(iii) Membership in the association is automatic (mandatory) for all purchasers of homes therein and their successors. The conditions and timing of transferring control of the association from the developer to the homeowners shall be identified at the time of the transfer agreement, which is required by the development agreement.

(iv) The association shall be responsible for maintenance of insurance and taxes on undivided open space, enforceable by liens placed by the County on the association. The association may place liens on the homes or lots of its members who fail to pay their association dues in a timely manner. Such liens may provide for the imposition of penalty interest shares.

(v) The members of the association shall share equitably the costs of maintaining such undivided open space. Shares shall be defined within the association bylaws.

(vi) In the event of a proposed transfer, within the methods here are permitted of undivided open space land by the homeowners' association, or the assumption of maintenance of undivided open space land by the County, notice of such action shall be given to all property owners within the development.

(vii) The association shall have or hire adequate staff to administer common facilities and properly and continually maintain the undivided open space.

(viii) The homeowners' association may lease open space lands to any other qualified person, or corporation, for operation and maintenance of open space lands, but such an agreement shall provide:

1) That the residents of the development shall at all times have access to the open space lands contained therein (except croplands during the growing season);

2) That the undivided open space to be leased shall be maintained for the purposes set forth in this ordinance; and the development agreement and open space easement;

3) That the operation of open space facilities may be for the benefit of the residents only, or may be open to the residents of the County, at the election of the developer or homeowners' association, as the case may be; and

4) In the event said homeowners' association decides to donate the open space to the County, it is not required that the County accept the open space donation.

5) Approval for proposed use by the County.

**(b) Offer of Dedication.** In the event the developer desires to deed the open space to an entity other than the Homeowner's Association, it must give the County the first right of refusal to be the recipient of such open space. The County may, but shall not be required, to accept the open space provided:

(i) Such land is accessible to the residents of the County;

(ii) There is no cost of acquisition other than any costs incidental to the transfer of ownership such as title insurance; and

(iii) The County agrees to and has access to maintain such lands. Where the County accepts dedication of common open space that contains improvements, the County may require the posting of financial security to ensure structural integrity of said improvements as well as the functioning of said improvements for a term not to exceed two (2) years from the date of acceptance and dedication. The amount of financial security shall not exceed fifteen percent (15%) of the actual cost of installation of said improvements.

(iv) The transfer would include providing adequate water.

**(c) Dedication of Easements.** The County may, but shall not be required to accept easements for public use of any portion or portions of undivided open space land, title of which is to remain in ownership by homeowners' association provided:

(i) Such land is accessible to the residents of the County;

(ii) There is no cost of acquisition other than any costs incidental to the transfer of ownership such as title insurance; and

(iii) A satisfactory maintenance agreement is reached between the developer or homeowners' association and the County.

**(d) Transfer of Ownership or Easements to a Private Conservation Organization.**

(i) With the permission of the County, an owner may transfer ownership or easements to a private, nonprofit organization, among whose purposes it is to conserve open space and/or natural resources, provided that:

(ii) The organization is acceptable to the County, and is a bona-fide credible conservation organization;

(iii) The conveyance contains appropriate provisions for proper reverter, or retransfer in the event that the organization becomes unwilling or unable to continue carrying out its functions; and a maintenance agreement acceptable to the board is entered into by the developer and the organization.

**(6) Maintenance of Open Space.**

**(a) Maintenance Standards.** The ultimate owner of the open space (typically a homeownership association) is responsible to pay for and perform all necessary operation, maintenance, and physical improvements to the

open space. A homeowners' association shall be authorized under its bylaws to collect dues or assessments etc. in order to pay for said operation and maintenance and to place liens on the property of residents who fall delinquent in payment of such dues, assessments, etc.

**(b) Maintenance Enforcement.**

(i) In the event that the association or third party owner shall, at any time after establishment of a development containing undivided open space, fail to maintain the undivided open space in reasonable order and condition in accordance with the development plan, the County may serve written notice upon the owner of record, setting forth the manner in which the owner of record has failed to maintain the undivided open space in reasonable condition.

(ii) Failure to adequately maintain the undivided open space in reasonable order and condition constitutes a violation of this ordinance.

(iii) If the owner of the open space fails or refuses to provide adequate maintenance as determined by the County, the County may, but is not required to perform said maintenance and bill the owner.

(iv) Should any bill(s) for maintenance of the undivided open space be unpaid, a late fee of fifteen percent (15%) would be added to the bill(s) and a lien filed against the land constituting the open space.

(7) Density and Standards. Each development shall comply with the regulation set forth in the applicable column of the following chart, based on total acreage and the wastewater treatment facilities used.

(06-03, Amended, 03/06/2006, [Prior Text](#))