

ENHANCING OUR VIBRANT COMMUNITY AND IMPROVING OUR QUALITY OF LIFE

May 9, 2024 Planning Commission Meeting 6:00 p.m.

City Council Chambers
217 East Center Street
Moab, Utah 84532

1. 6:00 P.M. Call To Order

2. Citizens To Be Heard

To have your comments considered for the Citizens to Be Heard portion of the electronic meeting, please fill out the form found here:

[HTTPS://DOCS.GOOGLE.COM/FORMS/D/E/1FAIPQLSECP3KYU0F_F8J6J5ROFAEUPTNKW938GR8DVWEOJJH-AQFNGA/VIEWFORM?VC=0&C=0&W=1](https://docs.google.com/forms/d/e/1FAIPQLSECP3KYU0F_F8J6J5ROFAEUPTNKW938GR8DVWEOJJH-AQFNGA/VIEWFORM?VC=0&C=0&W=1)

You must submit your comments by 5:00 pm on the day of the meeting. Please limit your comments to 400 words

3. Approval Of Minutes

April 25, 2024, Regular Meeting

Documents:

[MIN-PC-2024-04-25 DRAFT 050924.PDF](#)

4. Action Item

- 4.1. Consideration And Possible Approval Of Planning Resolution No. 03-2024: A Planning Resolution Approving The Cottonwood Condominiums, Condominium Plat, On Property Located At 214 South 200 East, Moab UT 84532

Briefing and possible action

Documents:

[COTTONWOOD CONDOMINIUMS PLAT AGENDA SUMMARY 05.09.2024.PDF](#)

[EXHIBIT 1_ PLANNING RESOLUTION NO 03-2024 COTTONWOOD CONDOMINIUMS PLAT 05.09.2024.PDF](#)

[EXHIBIT 2 VICINITY MAP COTTONWOOD CONDOMINIUMS PLAT.PDF](#)

[EXHIBIT 3_ RECORDED COUNTY PLAT 01-0B03 COTTONWOOD CONDOMINIUMS 050924.PDF](#)

[EXHIBIT 4_ COTTONWOOD CONDOMINIUM DRAFT SURVEY PLAT.PDF](#)

[EXHIBIT 5_CCRS.COTTONWOOD CONDOS, SIGNED, UNRECORDED 11.06.23.PDF](#)

[EXHIBIT 6_FINAL PLAT MATRIX TEMPLATE.PDF](#)

- 4.2. Consideration And Possible Recommendation Of Moab City Resolution No. 11-2024: A Resolution Approving The Red Rock Retreat Townhome Plat For Property Located At 241 East 100 North, Moab UT 84532

Briefing and possible action

Documents:

RED ROCK TOWNHOMES PLAT_PC AGENDA SUMMARY 05.09.24.PDF
EXHIBIT 1 DRAFT PLANNING RESOLUTION 11-2024 RED ROCK RETREAT_TOWNHOME PLAT.PDF
EXHIBIT 2_VICINITY MAP.JPG
EXHIBIT 3_RECORDED COUNTY PLAT.PDF
EXHIBIT 4_DRAFT SURVEY PLAT.PDF
EXHIBIT 5_ HOA DRAFT.PDF
EXHIBIT 6_FINAL PLAT MATRIX.PDF

5. Future Agenda Items

6. Adjournment

Special Accommodations:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Recorder's Office at 217 East Center Street, Moab, Utah 84532; or phone (435) 259-5121 at least three (3) working days prior to the meeting.

Check our website for updates at: www.moabcity.org

MOAB CITY PLANNING COMMISSION MINUTES—DRAFT
REGULAR MEETING
April 25, 2024

Moab City Planning Commission held its regular meeting on the above date in Council chambers. Audio is archived at www.utah.gov/pmn and video is at www.youtube.com/watch?v=EMxMYTWCZ24&t=419s.

Call to Order: Planning Commission Chair Kya Marienfeld called the meeting to order at 6:14 p.m. Commission Members Carolyn Conant, Jill Tatton and Machael Layton attended. City Planning Director Cory Shurtleff, Planning Administrator Anna Anglin, City Council liaison Luke Wojciechowski and applicants for the action item also attended.

Citizens to be Heard: None.

Approval of Minutes: Commission Member Conant moved to approve the draft minutes of the April 11, 2024 Regular Planning Commission meeting. Commission Member Tatton seconded the motion. The motion passed unanimously.

Positive Recommendation for Shumway Annexation—Approved

Presentation and Discussion: Planning Administrator Anglin introduced the proposed Shumway Annexation located at 1082 South Highway 191, Moab, Utah. She explained the pre-annexation was approved and included a plan for a mixed-use development. She said any residential element would be subject to the active employment household ordinance, as well as environmental sustainability requirements. She said the subject property was included in the City's future land use map for possible annexation. Planning Director Shurtleff stated the property owner and applicant representatives were present. He briefly outlined the annexation process. He stated there had been no protests regarding the annexation and noted public hearings were to be scheduled. Commission Chair Marienfeld spoke favorably about the proposed annexation. Commission Member Layton asked about the sequence of events regarding subdivision and plat prior to annexation. Anglin explained subdivisions are recorded with Grand County regardless of whether the subject property is within City limits. Shurtleff explained details of the subject parcel and its status in a historical subdivision. Layton asked about the desire of the applicant to annex into the City. Marienfeld explained there were elements to the City's C-4 Commercial zone that were more suitable to the applicant's interests than the County's Highway Commercial zone, including the allowable height difference and reduced parking requirements. Layton asked about interest in annexation of adjacent properties.

Motion: Commission Member Tatton moved to forward a positive recommendation to Moab City Council for **Ordinance 2024-01**: an ordinance to approve the annexation of property located 1082 S HWY 191, Moab, UT 84532. Commission Member Conant seconded the motion.

Discussion: Layton expressed her dislike of the single parcel annexation rather than a larger group of properties annexing at once. She noted the disparity in City and County zoning code, which would enable the single property to build taller than surrounding County properties, affecting the adjacent residential neighborhood. She likened it to spot zoning. Shurtleff explained the essential difference is a five foot height advantage with minor setback differences with neighboring commercial properties. He pointed out buffering mitigation within City limits is more advantageous to surrounding properties, and also noted the complexity of several adjacent zones in close proximity.

Vote: The motion passed unanimously.

Future Agenda Items: Planning Director Shurtleff announced a minor subdivision, condominium and townhome plat approvals, and other matters. He said a Cottonwood Condominiums appeal is currently under consideration by the City's attorney. Discussion ensued regarding in-process developments.

Adjournment: Commission Chair Marienfeld adjourned the meeting at 7:04 p.m.

**Moab Planning Commission Agenda Item Cottonwood
Condominium Plat**
Meeting Date: May 9, 2024

Title: Consideration and Possible Approval of Planning Resolution No. 03-2024, A Resolution Approving the Cottonwood Condominium Plat, on Property Located at 214 South 200 East, Moab, UT 84532

Disposition: Discussion and Possible Action

Staff Presenter: Cory P. Shurtleff, Planning Director

Attachment(s):

Exhibit 1: Planning Resolution No. 03-2024

Exhibit 2: Vicinity Map

Exhibit 3: Recorded County Plat

Exhibit 4: Cottonwood Condominiums Draft Survey Plat

Exhibit 5: Draft HOA

Exhibit 6: Final Plat Matrix

Options:

1. Approve with or without modifications; or
2. Continue or table action to a later meeting with specific direction to City Staff and Applicant as to additional information needed to make a decision; or
3. Deny the Site Plan Application, giving specific findings for decision.

Motion for Approval: I move that the City of Moab Planning Commission Approve the Cottonwood Condominiums Plat, on Property Located at 214 South 200 East, Moab UT 84532,

Background:

The applicant, Christina Sloan, initially submitted on behalf of the property ownership, Garry Snook of GSS Properties LLC, the appropriate application, and submittal materials for the Cottonwood Condominium Plat on September 25, 2023. The Application was reviewed by the Development Review Team (DRT) on October 11, 2023, and comments were sent to the applicant October 19, 2023. The applicant resubmitted the Condominium Plat on March 6, 2024, and City staff deemed the application sufficient for Planning Commission review on May 1, 2024. The Condominium Plat Application was submitted for review by the Moab City Planning Commission, on May 9, 2024.

The project went through Site Plan Level II approval prior to approving the Condominium Plat. The original Level II Site Plan was appealed and modified once and has also gone through an amendment process. The Planning Commission's most recent approval of the amended site plan was March 21, 2024. However, an application to Appeal the Planning Commission's last decision was submitted on April 22, 2024, and is currently pending the date for a Hearing with the Appeals Hearing Officer.

Project Description:

Location: 214 S 200 E, Moab UT 84532

Property Owner: Garry Snook (GSS properties LLC)

Applicant: Christina Sloan (Sloan Law Firm, PLLC)

Parcel: 01-0B03-0007 (18,730.80 sf) (0.43 acres)

Zoning: R-3 Multi-Household Residential Zone

Proposed Use: Residential Multi-Household Condominiums

Project Size: 9-Unit Condominium Development

Parking: 16 spaces

Narrative Summary:

Provided by Applicant 2024:

The Cottonwood Condominiums are located at 214 South 200 East, Moab, Utah 84532 (Parcel No. 01-0B03-0007). This residential project consists of 9 Units on 0.43 acres in the R3 zone. Four of the Units are 3 bedroom/2.5 baths, two of the Units are 2 bedroom/2 baths, and three of the Units are 1 bedroom/1 bath. The Units will be served by one driveway access from a single curb cut on 200 East Street and 16 off-street parking spaces (8 of which are located within owner garages, 5 are designated for owners, and 3 are designated for guests). The Condominiums will be protected as a high-quality residential project with CCRs to be recorded simultaneously with the Plat. The CCRs expressly prohibit overnight rentals. Construction is nearly complete, and the Owner is ready to market the Units for sale.

Process: Condominium Plat

Section 17.79.060 of the Moab Municipal Code allows the Planning Commission to approve the Condominium Plat complying with the provisions of the Utah Condominium Ownership Act having been reviewed and recommended by Planning Staff. The development of a 9-unit multi-household dwelling in the R-3 Multi-Household Residential zone is permitted by-right through a site Plan Level II Review process. A condominium plat is essentially a function of ownership, applied to the permitted development and land area associated with each dwelling unit. Condominium Plats do not require City Council review or approval. The aforementioned MMC section is included below:

17.79.060 Plat Declaration Approval

All condominium developments shall include a condominium plat and condominium declaration complying with the provisions of the Utah Condominium Ownership Act. The proposed plat and declaration shall be submitted with the application for staff review prior to any applicable decision by the body having land use authority. The final plat for all condominium conversions shall include a signature block for the Planning Commission, City Planner, City Engineer, and City Attorney which must be executed prior to recording. Except where the applicant posts a performance guarantee under Section [16.20.060](#) (subdivisions) or Section [17.66.180\(C\)](#) (planned unit developments), the condominium plat and declaration shall not be recorded until all approvals required under by city code have been obtained and all required improvements have been completed. (Ord. 06-10 (part), 2006)

CITY OF MOAB PLANNING RESOLUTION NO. 03-2024

**A RESOLUTION APPROVING THE COTTONWOOD CONDOMINIUMS PLAT,
ON PROPERTY LOCATED AT 214 S 200 E, MOAB UT 84532.**

WHEREAS, the following describes the intent and purpose of this resolution:

- a. Christina Sloan, as the Applicant on behalf of the Owner of record, Garry Snook of GSS Properties LLC, has submitted the Cottonwood Condominiums Plat application for property located at 214 S 200 E, Moab, Utah 84532; and
- b. The Applicant submitted to the City of Moab the appropriate application and documents for review and approval of the proposed Condominiums as required in the Moab Municipal Code (MMC) Chapter 17.79.020; and
- c. The Condominiums are located on a 0.43-acre property in the R-3 Multi-Household Residential Zone and the proposed use is allowed as a permitted use in this zone; and
- d. The purpose for this Condominium Plat Application is to change the designation of the nearly constructed units, into individually owned units as defined in MMC chapter 17.79.010, for the purpose of allowing individual ownership of the dwelling units; and
- e. Following the consideration of the technical aspects of the pertinent code sections, the City of Moab Planning Commission, pursuant to Planning Resolution #03-2024, hereby finds that the application to record the Cottonwood Condominium Plat can meet or exceed the pertinent code requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MOAB PLANNING COMMISSION, the Cottonwood Condominiums Plat is hereby APPROVED.


PASSED AND APPROVED in an open meeting of the Planning Commission by a majority vote of the Governing Body of the Moab Planning Commission on May 9, 2024.

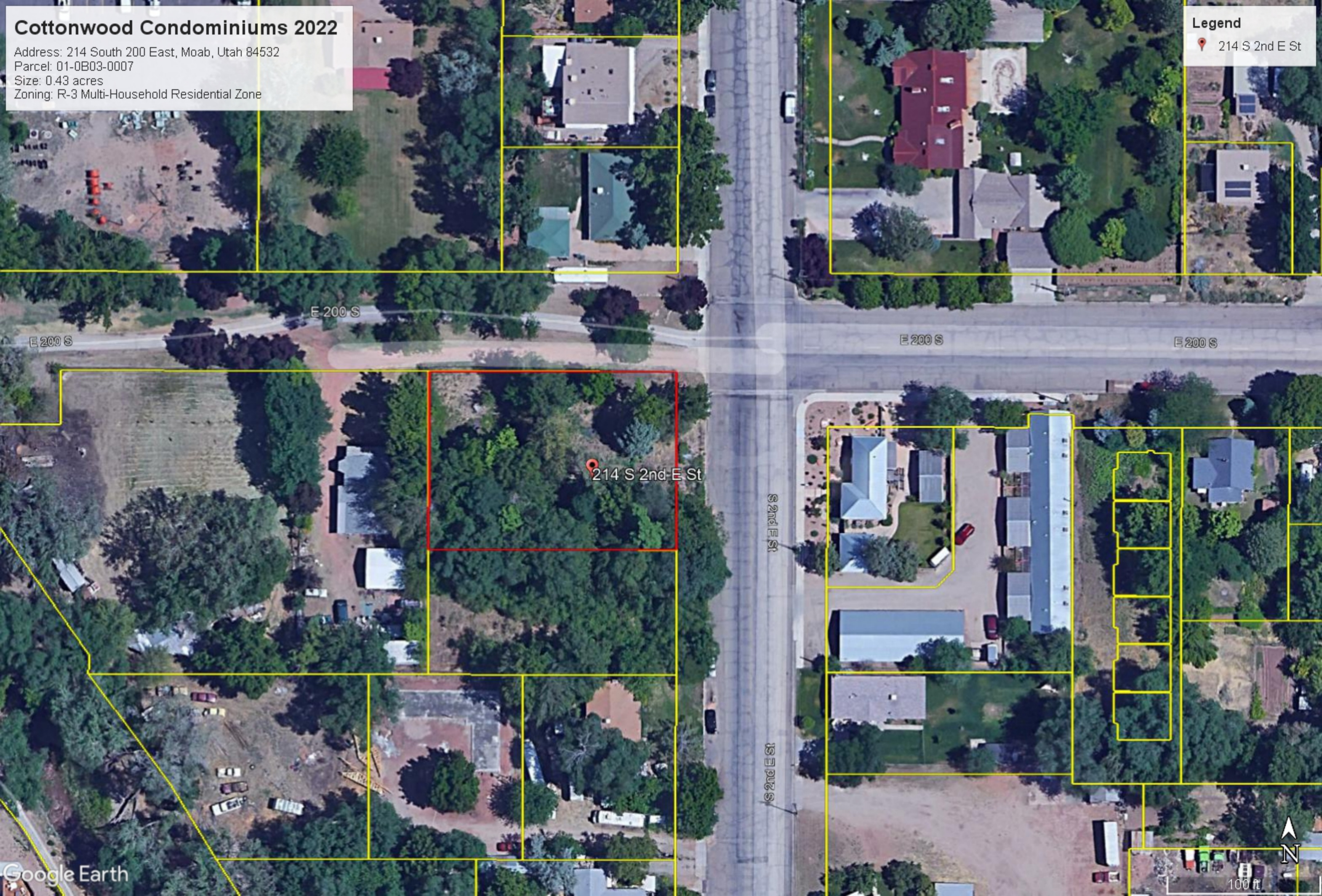
SIGNED: _____
Kya Marienfeld, Chair

Cottonwood Condominiums 2022

Address: 214 South 200 East, Moab, Utah 84532
Parcel: 01-0B03-0007
Size: 0.43 acres
Zoning: R-3 Multi-Household Residential Zone

Legend

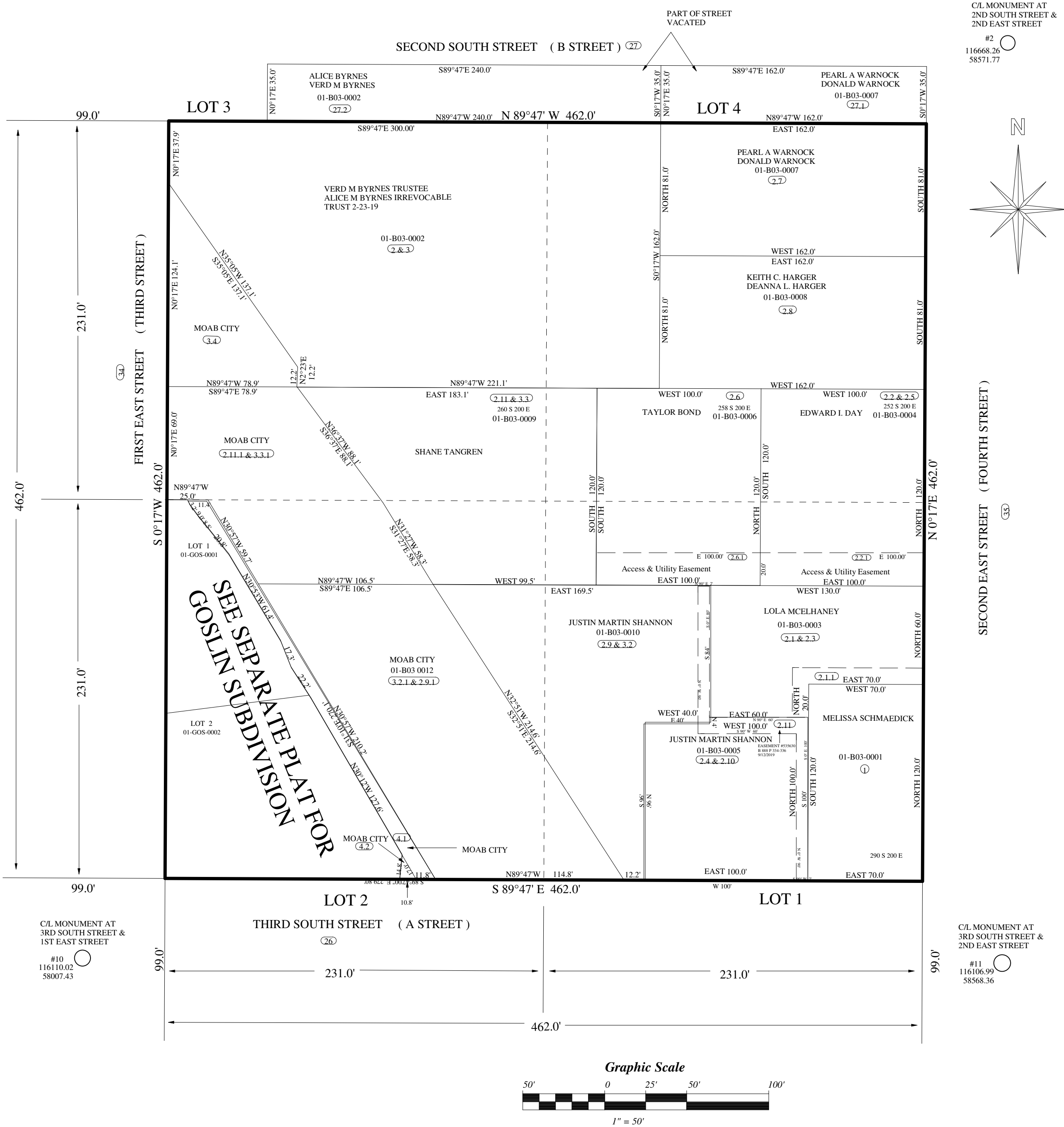
 214 S 2nd E St



100 ft

MOAB TOWNSITE BLOCK 3

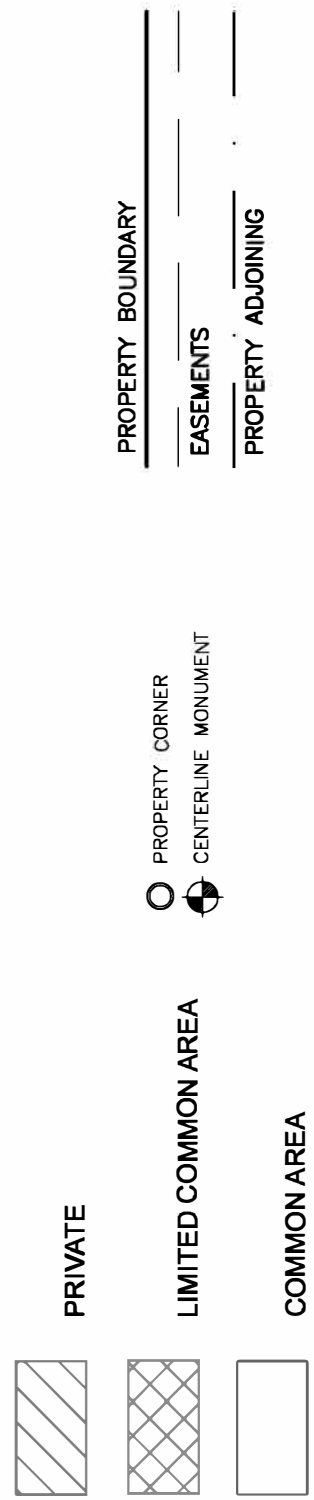
IN SECTION 1, T26S, R21E, SLB&M





88 East Center Street
Moab, UT 84532
435.259.8171

STANDARD LEGEND



PROJECT TYPE:
FINAL CONDOMINIUM PLAT

PROJECT ADDRESS:
214 E 200 S
Moab, Utah 84532

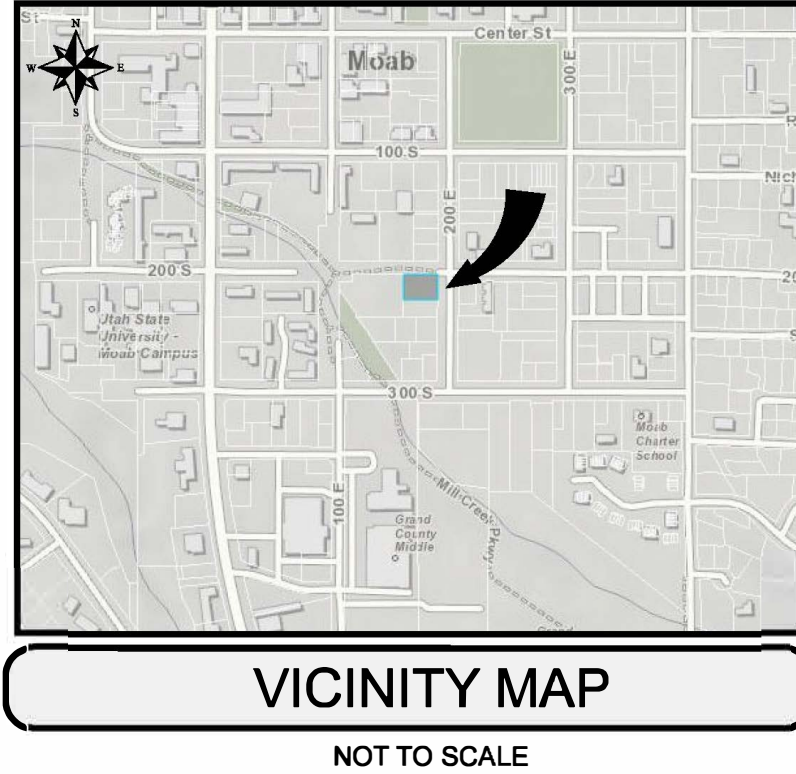
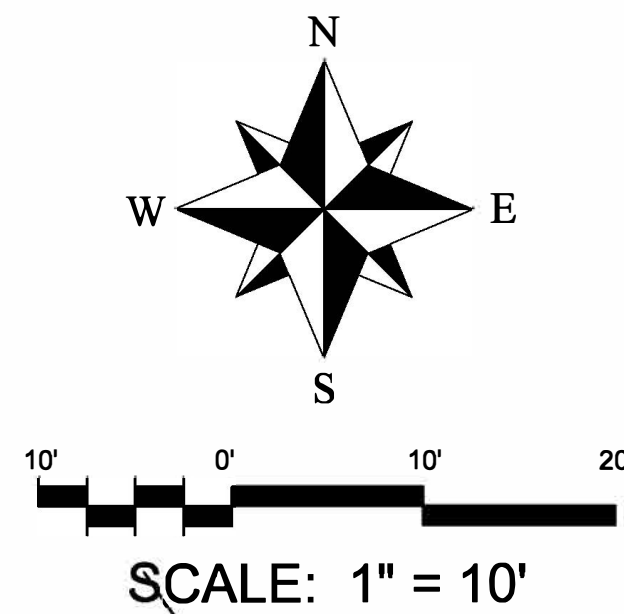
PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
GARRY SNOOK

DATE:
05/01/2024

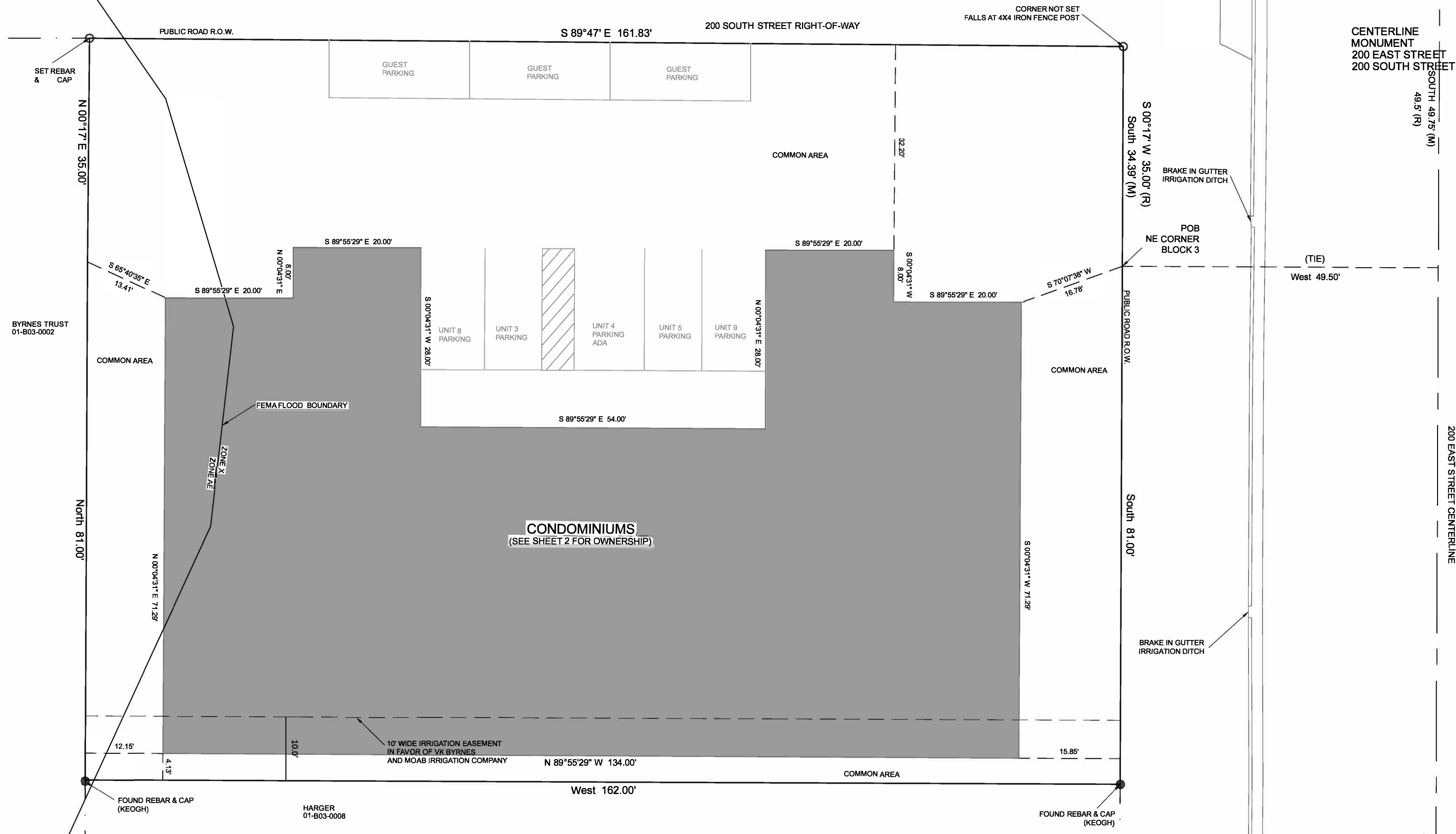
JOB NUMBER:
223-20

SHEET 1 OF 2



FINAL CONDOMINIUM PLAT OF
COTTONWOOD CONDOMINIUMS

A CONDOMINIUM DEVELOPMENT LOCATED WITHIN BLOCK 3, MOAB TOWNSITE,
ALSO, THE SOUTHEAST QUARTER OF SECTION 1, T26S, R21E, SLB&M



CONDOMINIUMS
(SEE SHEET 2 FOR OWNERSHIP)

A CONDOMINIUM DEVELOPMENT LOCATED WITHIN BLOCK 3, MOAB TOWNSITE,
ASLO, THE SOUTHEAST QUARTER OF SECTION 1, T26S, R21E, SLB&M

SURVEY NOTES

The Basis of Bearings is South along the centerline of 200 East Street.

SURVEYOR'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS: I, LUCAS BLAKE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT - I HOLD CERTIFICATE- NO. #7540504 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT AT THE REQUEST OF THE OWNER OF THE BELOW DESCRIBED LAND, I PERFORMED A SURVEY OF SAID LAND, THAT THE DESCRIPTION BELOW CORRECTLY DESCRIBES THE LAND SURFACE UPON WHICH WILL BE CONSTRUCTED, AND THIS RECORD OF SURVEY MAP, CONSISTING OF TWO (2) PAGES IS ACCURATE AND COMPLIES WITH THE PROVISIONS OF SECTION 57-8-13 (1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT. I FURTHER CERTIFY THAT THE REFERENCE MARKERS SHOWN ON THIS PLAT ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR REESTABLISH THIS SURVEY.

LUCAS BLAKE
LICENSE NO. 7540504

DATE

BOUNDARY LEGAL DESCRIPTION

Beginning at the Northeast corner of Block 3 of the Moab Townsite, located withing Section 1, Township 26 South, Range 21 East, Salt Lake Base and Meridian, and proceeding thence South 81 feet, thence West 162 feet, thence North 81 feet, thence North 0° 17' East 35.0 feet, thence South 89°47' East 162.0 feet, thence South 34.39 feet (Record=S0°17'W 35.0 feet to the point of beginning, containing 0.43 acres.

OWNER'S CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED IS THE OWNER OF THE PROPERTY DESCRIBED AND DEPICTED IN THIS PLAT, HAVING CAUSED A SURVEY TO BE MADE AND THIS PLAT TO BE PREPARED, HEREBY CONSENTS TO THE RECORDATION OF THIS PLAT AND SUBMITS THE PROPERTY DESCRIBED HERETO TO THE UTAH CONDOMINIUM OWNERSHIP ACT.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS HEREUNTO SET ITS HAND THIS
DAY OF _____, 20____.

GSS PROPERTIES LLC

By: GARRY SNOOK, MANAGER

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } s.s.

THE FOREGOING PLAT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____, BY GARRY SNOOK, MANAGER, GSS PROPERTIES, LLC.

NOTARY PUBLIC

DOMINION ENERGY UTAH – NOTE:

Questar Gas Company, dba Dominion Energy Utah hereby approves this plat solely for purpose of confirming that the plat contains public utility easements. Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes, and does not constitute of guarantee of particular terms of natural gas service. For further information please contact Dominion Energy Utah's Right-of-Way Department at 1-800-366-8532
QUESTAR GAS COMPANY
Dba DOMINION ENERGY UTAH

Approved this _____ day of _____, 20____

By _____

Title _____

GRAND COUNTY RECORDER

STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF

DATE _____ BOOK _____ PAGE _____ FEE _____

COUNTY RECORDER

APPROVAL BY MOAB CITY PLANNING COORDINATOR

APPROVED THIS _____ DAY OF _____
AD, 20____

COORDINATOR

APPROVAL BY MOAB CITY PUBLIC WORKS

APPROVED THIS _____ DAY OF _____
AD, 20____

DIRECTOR

APPROVAL BY MOAB CITY ATTORNEY

APPROVED THIS _____ DAY OF _____
AD, 20____

CITY ATTORNEY

APPROVAL BY MOAB CITY ENGINEER

APPROVED THIS _____ DAY OF _____
AD, 20____

CITY ENGINEER

APPROVAL BY MOAB CITY PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____
AD, 20____

CHAIR

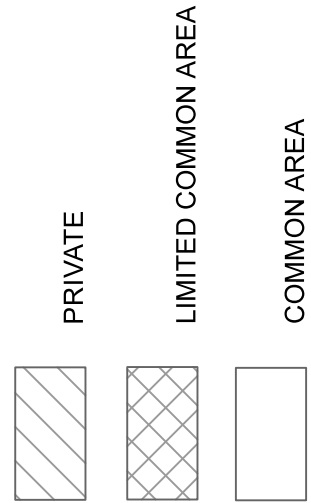
APPROVAL BY MOAB CITY COUNCIL

APPROVED THIS _____ DAY OF _____ AD, 20____

MOAB CITY MAYOR

ATTEST:

STANDARD LEGEND



PLAT NOTES:

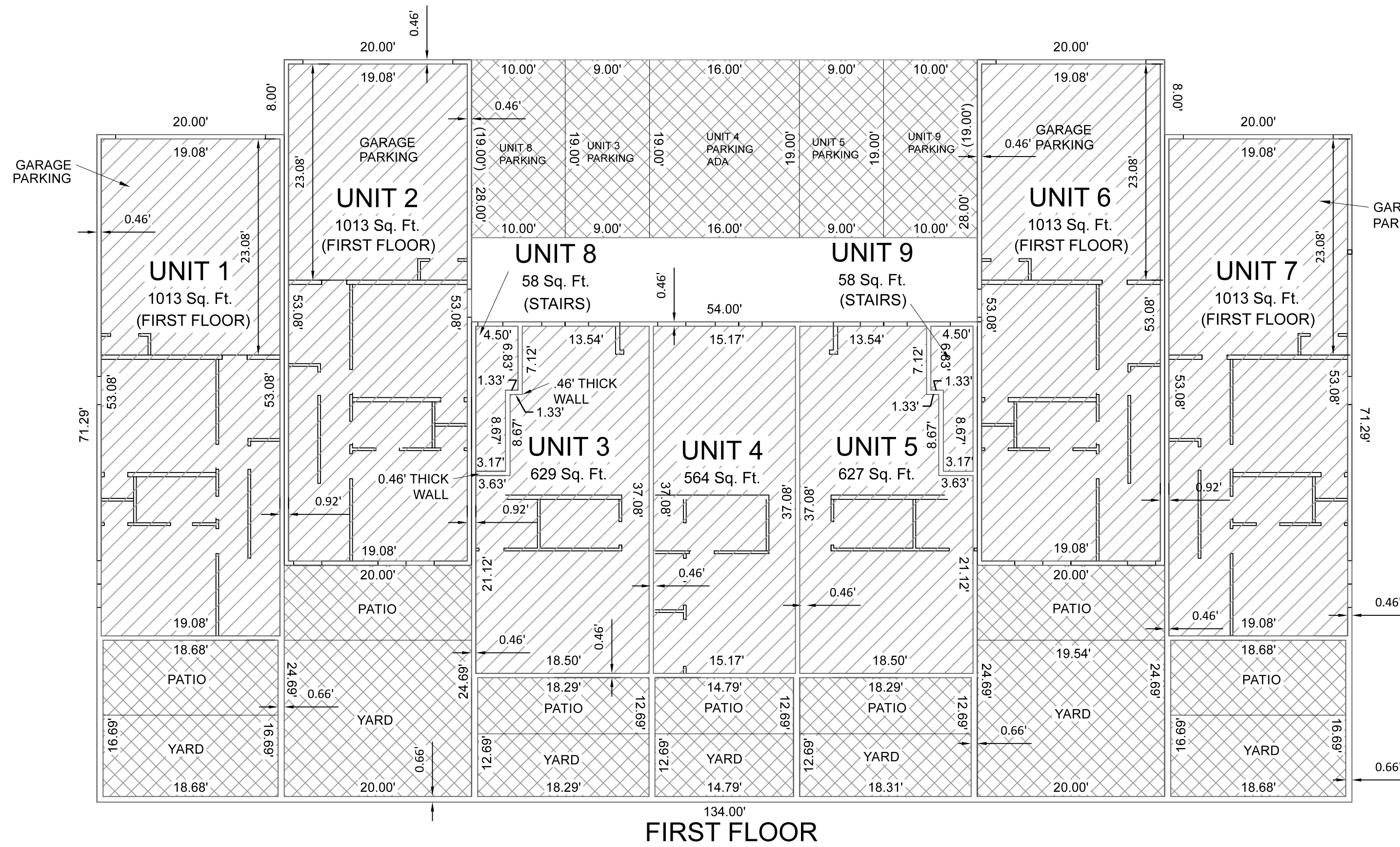
- ALL AREAS ON THIS PLAT DESIGNATED AS UTILITY EASEMENTS ARE TO SERVE AS PUBLIC UTILITY EASEMENTS, PER UTAH CODE (54-3-27).
- THE CONDOMINIUM UNITS, LIMITED COMMON AREA, AND COMMON AREA ARE SUBJECT TO AND MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF COVENANTS CONDITIONS, AND RESTRICTIONS RECORDED CONCURRENTLY WITH THIS PLAT.
- ALL DECKING, STAIRS, AND PATHS USED AS ACCESS TO THE CONDOMINIUM UNITS AND ALL OTHER AREAS NOT DESIGNATED AS UNITS OR LIMITED COMMON AREA ARE DEDICATED AS COMMON AREA.
- ALL COMMON AREAS ARE TO BE MAINTAINED BY THE CONDOMINIUM OWNERS ASSOCIATION EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE DECLARATION.
- ALL COMMON AREAS TO BE BLANKETED AS A PUBLIC UTILITY EASEMENT.

PRESERVATION OF COMMON AREA

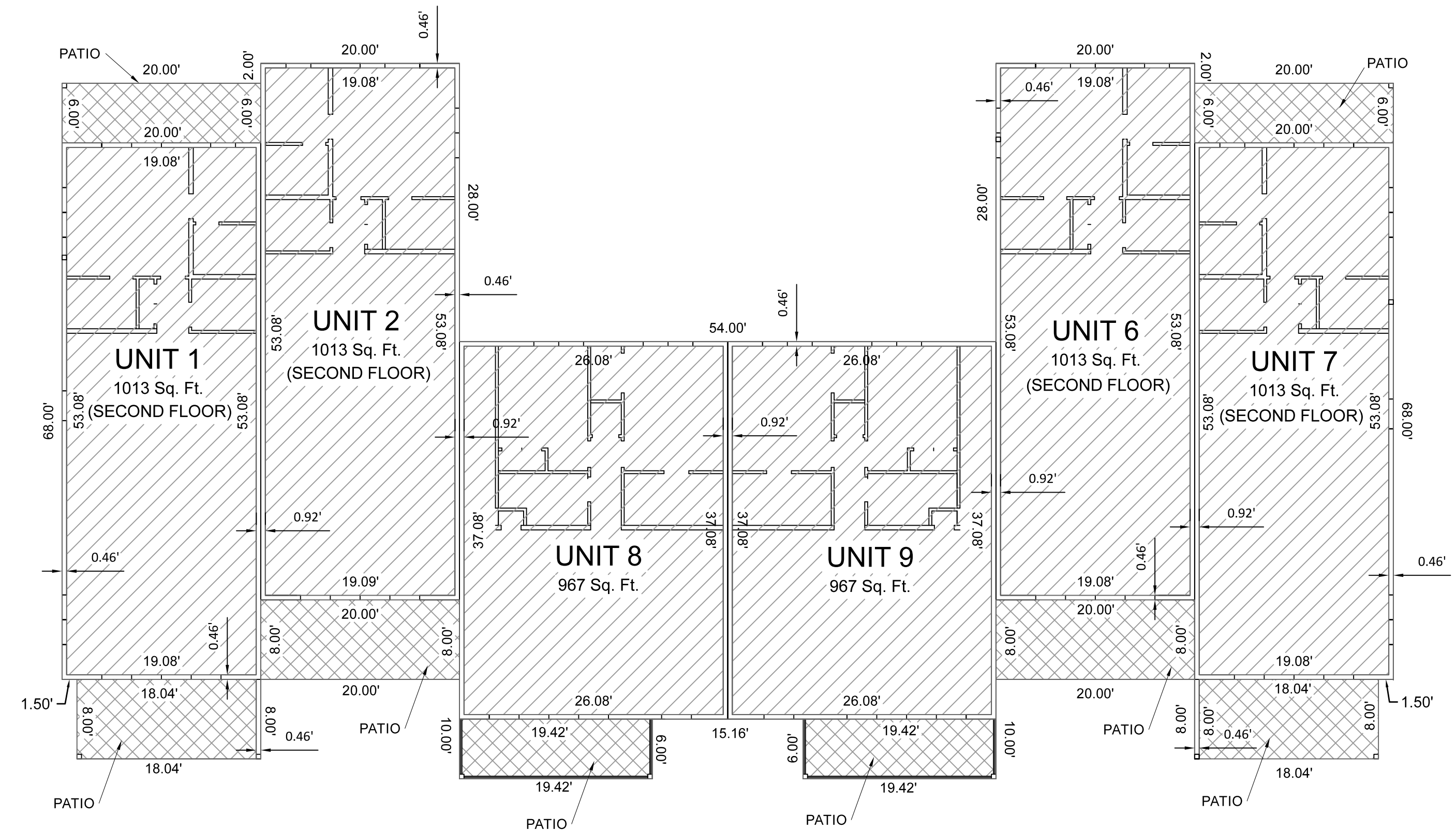
THIS PLAT DESIGNATES CERTAIN AREAS AS COMMON AREAS INTENDED FOR THE USE BY THE CONDOMINIUM UNIT OWNERS FOR INGRESS, EGRESS, PARKING, RECREATION, AND OTHER ACTIVITIES AS ALLOWED IN THE DECLARATION. THE AREAS DESIGNATED AS COMMON AREAS ARE NOT DEDICATED HEREBY TO THE GENERAL PUBLIC BUT OWNED BY, AND RESERVED FOR THE USE OF, THE CONDOMINIUM UNIT OWNERS AS MORE FULLY PROVIDED IN THE DECLARATION, THE TERMS OF WHICH ARE INCORPORATED HEREIN.

UTILITY DEDICATION

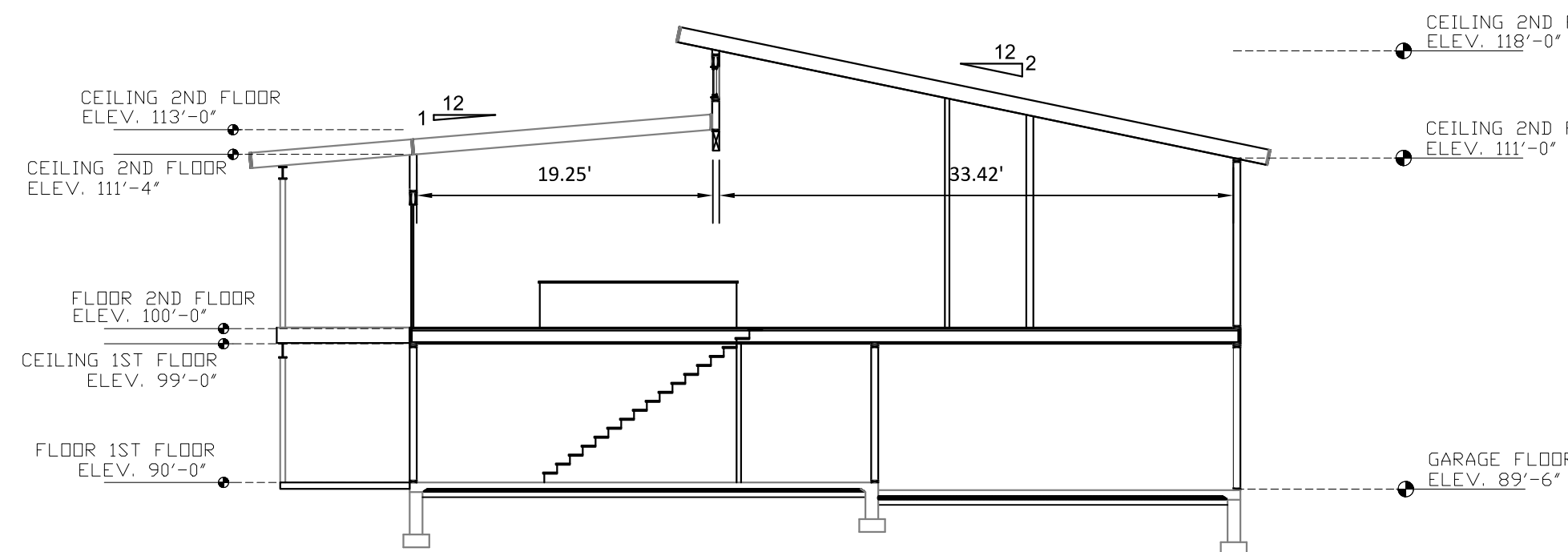
THE OWNER OF THE LAND DESCRIBED AND DEPICTED ON THIS PLAT CONSENTS TO THE PREPARATION AND RECORDATION OF THIS PLAT AND HEREBY OFFERS AND CONVEYS TO ALL PUBLIC UTILITY PROVIDERS AND THEIR SUCCESSORS AND ASSIGNS A PERMANENT EASEMENT AND RIGHT OF WAY OVER, UNDER, AND THROUGH ALL AREAS DESIGNATED ON THIS PLAT AS UTILITY EASEMENTS, FOR THE CONSTRUCTION AND MAINTENANCE OF ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER, STORM DRAIN, AND WATER LINES AND FACILITIES (WHICH LINES AND FACILITIES SHALL BE SUBTERRANEAN EXCEPT FOR THOSE FACILITIES WHICH, BY THEIR NATURE, MUST BE ABOVE GROUND, TOGETHER WITH THE RIGHT OF ACCESS THERETO.



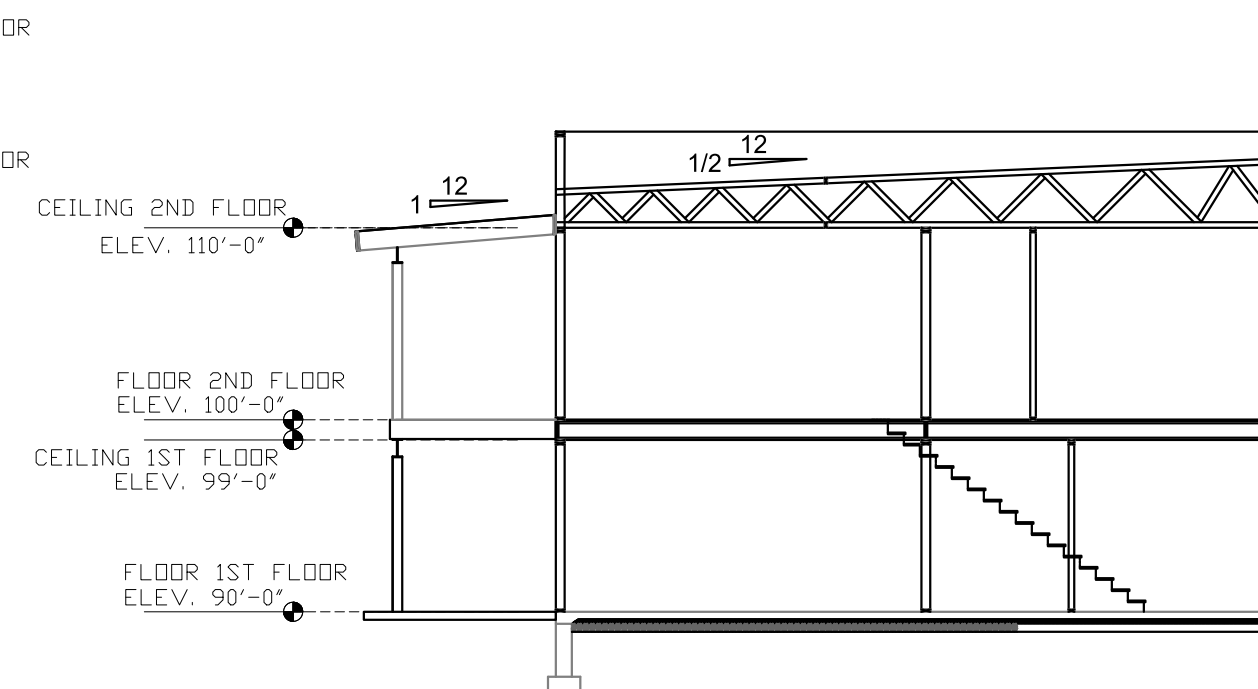
FIRST FLOOR



SECOND FLOOR



UNITS 1-2, 6-7



UNITS 3-5, 8-9

PROJECT TYPE:
CONDOMINIUM PLAT

PROJECT ADDRESS:
214 S 200 E
Moab, Utah 84532

PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
GARRY SNOOK

DATE:
05/01/2024

JOB NUMBER:
146-23

SHEET 2 OF 2

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

This **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** ("Declaration") is made effective this 6th day of November 2023 ("Effective Date") by GSS Properties, LLC, a North Carolina limited liability company (the "Declarant").

RECITALS

A. Declarant is the owner of that certain real property in Grand County, Utah, known as Cottonwood Condos, a condominium development, located at 214 South 200 East, Moab, Utah 84532, known as Units 1-9, Cottonwood Condominiums, as more particularly described in the Condominium Plat recorded in the real property records of Grand County simultaneously herewith (the "Property"); and

B. By recording this Declaration and the Condominium Plat, Declarant intends to submit the Property and all other improvements situated in or upon the Property to the provisions of the Utah Condominium Ownership Act, Utah Code Ann §§ 57-8-1, *et seq.*

NOW THEREFORE, the Declarant declares that the Property is and shall be held, sold, conveyed, encumbered, leased, occupied, and improved subject to this Declaration and the covenants, conditions, and restrictions contained herein, which shall attach and run with the Property.

**ARTICLE 1
VISION AND SUBMISSION OF PROPERTY**

1.1 Vision: The Declarant and the Association, as defined and provided herein, shall maintain and develop the Property as a highly desirable residential area; administer and maintain the Common Area and Limited Common Area for the benefit of the Members; promote the health, safety, and welfare of the Members, their guests and invitees; ensure that all Units located therein are high quality and of suitable architectural design; provide for the maintenance of a driveway to serve the Property; and take those actions deemed necessary, conducive, incidental or advisable to accomplish and promote said purpose and intent.

1.2 Submission of Property. Declarant hereby submits the Property, including all easements, rights of way and appurtenances thereto and the building and improvements erected thereon, to the condominium ownership under and pursuant to the applicable provisions of the Utah Code Ann §§ 57-8-1, *et seq.* (the "Act").

ARTICLE 2

DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases, when used in this Declaration shall be deemed to have the following meanings.

2.1 Act: the Utah Condominium Ownership Act, codified at Utah Code §§ 57-8-1, *et seq.*, as amended.

2.2 Administrative Control Period: the period of time from the Effective Date of this Declaration until the date when Declarant sells all but two (2) of the Units to third parties.

2.3 Allocated Interests: the Common Expenses liability and the votes in the Association allocated to each Unit, as further described in Articles 5 and 7 and Exhibit A.

2.4 Articles: the Articles of Incorporation of the Association, as amended.

2.5 Assessment or Common Expense Assessment: all common expense assessments, insurance assessments, utility assessments, and any other expense levied to Units pursuant to the Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.

2.6 Association: Cottonwood Condos Association, Inc., a Utah non-profit corporation, and its successors and assigns.

2.7 Board: the Board of Directors elected to manage the Association.

2.8 Building: the building located within the Property, containing two (2) stories and nine (9) Units, as such building is shown on the Condominium Plat.

2.9 Bylaws: the Bylaws of the Association, as amended.

2.10 City: the City of Moab, Utah.

2.11 Code: the Moab Municipal Code, as amended.

2.12 Common Area: all areas and facilities in the Property, except the Units, including without limitation the land within the Property, the Gravel Walk and all other common areas and facilities as hereinafter described and designated as such on the Condominium Plat; all drainage and stormwater facilities; all easements established by this Declaration and the Condominium Plat; all bearing walls, foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires, and exterior lighting; the access road and driveway; and all other parts of the Property necessary or convenient to its existence, maintenance, and safety. Common Area shall include the Limited Common Area, unless specifically excluded herein.

2.13 Common Expenses: all expenditures made and liabilities incurred by or on behalf of the Association to maintain the Common Area and manage the Association, including interest, late fees, attorney fees, fines, and costs charged to any Member.

2.14 Condominium: a Unit and the undivided interest (expressed as a percentage of the entire ownership interest) in the Common Area appurtenant to such Unit.

2.15 Condominium Plat: the final Condominium Plat of the Property recorded in the real property records of Grand County, Utah, as amended.

2.16 County: Grand County, Utah

2.17 Declaration: this Declaration of Covenants, Conditions, and Restrictions, as amended.

2.18 Declarant: GSS Properties, a North Carolina limited liability company, registered to do business in Utah.

2.19 Designated Voting Right: that certain allocated voting percentage given to each Unit based upon said Unit's square footage divided by the total square footage of all Units in the Property, which Designated Voting Rights are set forth in fractional or decimal form in Exhibit A.

2.20 Effective Date: the date first written above.

2.21 Governing Documents: the Articles of Incorporation, Bylaws, this Declaration, the Condominium Plat, and any Rules and Regulations adopted by the Association, as amended.

2.22 Improvement: the installation, construction, repair, maintenance, painting, or staining a structure, including homes, garages, patios, decks, and any exterior surface; landscaping, including vegetation, trees, hedges, shrubs, bushes, and rock work; fencing; solar collectors, panels, and equipment; radio and TV antennas and equipment; lighting; pools, spas, and hot tubs; excavation, fill, ditch, diversion dam or any other device which affects or alters the natural flow of surface or subsurface water from upon, under, or across any portion of the Property; or any utility line, conduit, pipe, or other related facility or equipment.

2.23 Limited Common Area: Common Area designated for use by a specific Unit or Units, to the exclusion of all other Units on the Property, including any shutters, awnings, window boxes, doorsteps, balconies, patios, yards, and parking spots intended to serve a single Unit.

2.24 Majority Vote: the approval by fifty-one percent (51%) or more of Designated Voting Rights represented at a Members' meeting, or fifty-one percent (51%) or more of the Directors represented at a Board meeting, in person or by proxy, at which a quorum is present.

2.25 Member: a person entitled to membership in the Association as provided herein. Member and Owner may be used interchangeably herein.

2.26 Notice: except as provided elsewhere herein, written correspondence transmitted by U.S. mail or electronically via email, Dropbox or the equivalent, or posting to a website, to the Owner's mailing address or email address, as appropriate and as it appears in the records of the Association. All notices to the Association or the Board shall be delivered to the Association's Registered Agent, on record with Utah's Division of Corporations.

2.27 Notice and Hearing: written notice delivered to an Owner at the last known address of record via certified U.S. Mail, return receipt requested, and an opportunity to be heard at a Special Meeting of the Board of Directors, to be held no more than fourteen (14) business days after notice is given. The Notice shall include the Hearing date, location, time, and agenda.

2.28 Owner(s): the owner of record title, whether one or more persons or entities, to any Unit which is a part of the Property but excluding those having an interest merely as security for the performance of an obligation. The terms "Member" and "Owner" may be used interchangeably herein.

2.29 Property: the real property restricted by this Declaration and described and shown on the Condominium Plat, including all easements, rights, and appurtenances belonging thereto, and all Improvements erected or to be erected thereon.

2.30 Rules and Regulations: any rules and regulations or other policies and procedures adopted by the Association, as required under the Act and as otherwise provided herein, concerning: (a) Collection of unpaid assessments; (b) Conduct of meetings, which may refer to applicable provisions of the nonprofit code or other recognized rules and principles; (c) Enforcement of this Declaration and said Rules, including a Schedule of Fines as allowed by the Act; (d) Inspection and copying of association records by Owners; (e) Investment of reserve funds; and (f) Resolution of disputes arising between the Association and Owners; provided, however, that said Rules and Regulations do not conflict with the covenants contained herein.

2.31 Reserve Fund: the account used by the Association to pay for the perpetual use, operation, maintenance, and supervision of the Common Area as well as the management and administration of the Association, as otherwise defined and required by the Act.

2.32 Unit: Units 1-9, Cottonwood Condominiums. The Owner of each Unit acknowledges and agrees that the walls, floors and ceilings are designated as boundaries of a Unit; and all paneling, tiles, wallpaper, painting, finished flooring and any other materials constituting any portion of the interior finished surfaces thereof are part of the Unit. All other portions of the walls, floors and ceilings are part of the Common Area.

ARTICLE 3
DIVISION OF THE PROPERTY; EASEMENTS

3.1 Division into Condominiums. The Property is hereby divided into Condominiums, each such Condominium consisting of a Unit and an appurtenant undivided interest in the Common Area proportionate to the square footage of said Unit. Each Owner shall own his or her appurtenant undivided interest in the Common Area as a tenant in common with the other Owners and shall have the non-exclusive right to use and enjoy the Common Area.

3.2 Owners' Easement of Access and Enjoyment. The Owners shall have a right and easement of access and enjoyment in and to the Common Area, which easement shall be appurtenant to and shall pass with the title to the Units, subject to the right of the Association to:

- a. Promulgate and publish Rules and Regulations, with which each Owner shall strictly comply;
- b. Suspend the voting and use rights for the Common Area, during any period of violation of the Governing Documents, after Notice and Hearing if required by this Declaration and the Bylaws;
- c. Grant any easement, right-of-way, license, lease, dedication, transfer or conveyance or grant of any similar interest affecting the Common Area for any purpose consistent with the intent of this Declaration;
- d. Consent to or otherwise cause the construction of additional improvements on the Common Area, and to consent to or otherwise cause the alteration or removal or any existing improvements on the Common Area for the benefit of the Members; and
- e. Close or limit the use of the Common Area while maintaining, repairing and improving the Common Area.

3.3 Owner's Right to Ingress, Egress and Support on Limited Common Area. Each Owner shall have the right to ingress and egress over, upon and across the Limited Common Area appurtenant to their Unit, and shall have the right to horizontal, vertical, and lateral support of such Unit, and such rights shall be appurtenant to and pass with the title to each Condominium.

3.4 Association Easements

- a. *General Access and Use.* The Association shall have a perpetual, non-exclusive easement of access and use over and across each Unit only as necessary to the performance of obligations in the Governing Documents; provided, however, that this easement and use thereof shall not unreasonably interfere with or impair the use of any Unit and shall be exercised only after reasonable notice to an Owner.

b. *Utilities.* The Association shall have perpetual, non-exclusive easements for public utilities, including water, sewer, gas, electrical, internet, cable, and telephone utilities, over, across, and through the Property, together with the right of ingress and egress to install, construct, operate, maintain, and operate, repair said public utilities, in those locations shown and described on the Condominium Plat.

c. *Drainage.* The Association shall have perpetual, non-exclusive easements for drainage over, across, and through the Property, together with the right of ingress and egress to install, construct, operate, maintain, and operate, repair drainage and associated facilities, as shown on the Condominium Plat.

3.5 Declarant Easement Over Common Area. During the Administrative Control Period, the Declarant and its successors and assigns shall have a non-exclusive easement over, across, upon and under all of the Common Area (including without limitation all easements benefiting the Association), including right of access, ingress and egress thereto, and a right to use the Common Area and each and every part thereof for all purposes reasonably related to (a) Declarant's development, improvement, maintenance, management, marketing and sale of the Cottonwood Condos and all portions thereof, and/or (b) Declarant's exercise and implementation of the rights reserved to Declarant under this Declaration, and/or (c) the discharge by Declarant of any of its obligations under this Declaration or any other Declarant obligations related to the Cottonwood Condos.

3.6 Encroachment Easements. If any part of the Common Area encroaches or shall hereafter encroach upon any Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered encumbrances on either the Common Area or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any building or improvement constructed or to be constructed within the Property, by error in the Condominium Plat, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project, or any part thereof, in accordance with the provisions of this Declaration.

3.7 General Emergency Easements. The Association, the City, and all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons, now or hereafter servicing the Property, shall have a nonexclusive easement for ingress and egress to enter upon any part of the Property in the performance of their duties.

ARTICLE 4

USE RESTRICTIONS

4.1 Residential Use Only. The Units shall be occupied and used for single-family residential purposes only. Timeshare or fractional interests as defined in Utah Code §§ 57-19-1 *et seq.* and overnight/short-term rentals of 30 days or less, or as otherwise defined by the Moab Municipal Code, whichever definition is more restrictive, are expressly prohibited.

4.2 Home Business. The pursuit of a trade, business, or profession within the Property shall be permitted, so long as all activity takes place within the Unit thereon; the use is clearly secondary to the residential use of the premises; the use does not use pesticides or excessive amounts of water; the use does not cause excessive traffic, disruption, odor, noise or nuisance, to be determined in the sole discretion of the Association; and the use is compliant with Moab Municipal Code, this Declaration, and the Association's Rules and Regulations, if any.

4.3 Lease Restrictions. No Owner shall lease to more individual tenants than allowed by the Code. Any tenancy agreement shall provide that the terms of the tenancy shall be subject in all respects to the provisions of the Governing Documents.

4.4 Noxious or Offensive Activities/Nuisances. No noxious or offensive activity shall occur or be allowed at any time within the Community, nor shall anything be done or placed therein which is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to Owners or the Association, or which interferes with the peaceful enjoyment or possession and proper use of the Community, or any part thereof, by Owners and Occupants. The Board, in its sole discretion, shall have the right and authority to determine the existence of any nuisance or unreasonable embarrassment, disturbance or annoyance under this Section. Each Owner shall comply with any rules and regulations and the requirements of all health authorities and other governmental authorities having jurisdiction over the Property. No Unit shall be used, occupied, or altered in a manner which creates a nuisance, interferes with the rights of any other Owner, increases the rate of insurance for the Property or any part thereof, or causes any insurance policy to be canceled or to cause a refusal to renew the same. Overnight/short-term rentals are hereby deemed a nuisance. Nothing shall be done or kept in any Unit or the Common Area or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or guest of any Owner, and each Owner shall indemnify, defend, and hold harmless the Association and other Owners from and against all loss resulting from any such damage or waste caused by such Owner or by the Owner's guests, tenants, licensees, or invitees.

4.5 Signs. No signs, flags, or advertising devices of any nature, including without limitation, commercial, political, informational, or directional signs or devices, shall be erected or maintained on any part of the Project, without prior inspection and written approval of the Board, except as may be necessary to caution or warn of danger. If the Association consents to the erection of any such signs or devices, the same shall be removed promptly at the request of the Association.

4.6 Animals. Without the express written consent of the Association, no animals of any kind shall be bred or kept in any Unit. Notwithstanding the foregoing, two (2) ordinary household pets such as a dog, cat, or bird may be kept in a Unit, subject to the following provisions:

a. Dogs at large are prohibited and must be leashed or under voice and sight control at all times outside; provided, however, that after an incident of aggression involving an Owner's animal, the dog shall be leashed at all times.

b. Farm animals, fighting dogs, roosters, and commercial animals are prohibited. Pets which make an unreasonable amount of noise, including incessant barking, constitute a nuisance and are prohibited.

c. Each Owner shall be responsible for and pick up all animal waste from the Common Area, including the roadways within the Property.

d. The Board may enact reasonable rules respecting the keeping of animals within the Property and may designate certain areas in which animals may or may not be taken or kept. If, in the opinion of the Association, a specific pet, or a group of pets, becomes a general annoyance or nuisance to other Owners, the Association may prohibit the keeping of that animal in the Property.

4.7 Parking. No mobile home, camper or recreational vehicle, boat, or similar equipment shall be parked anywhere within the Property. Owners shall park their vehicles only in their assigned parking spaces. No parking space may be converted into any use that would prevent its use as a parking space. The Board may adopt Rules and Regulations governing parking in all or part of all parking spaces in the Property, provided that said Rules and Regulations shall not unreasonably interfere with Owners' interest in their assigned spaces as Limited Common Elements.

4.8 Garbage and Refuse Disposal. With the exception of dumpsters or other trash receptacles provided by the Association on the Common Area, no refuse garbage, trash, grass, shrub, or tree clippings, plant waste, scrap, rubbish, or debris of any kind shall be kept, stored, maintained or allowed to accumulate or remain anywhere within the Property, provided, however, that containers of such materials may be placed next to the street on the designated morning of garbage collection and must be returned to the Unit that same day. No garbage containers, trash cans, or receptacles shall be maintained in any unsanitary or unsightly condition, and except when placed for pickup they shall be kept completely within a Unit and screened from view.

4.9 No Alterations. No Owner shall without the prior written consent of the Board in each specific instance, make or cause to be made any alteration, addition, removal, or improvement in or to the Common Area or any part thereof, or do any act that would impair the structural soundness or integrity of the Building or other improvements, or jeopardize the safety of persons or property or impair any easement or hereditament appurtenant to the Property.

4.10 No Obstructions. No Owner shall obstruct the Common Area or any part thereof. No Owner shall store or cause to be stored in the Common Area any property whatsoever, unless the Board consents thereto in writing.

4.11 No Overloading. No Owner shall bring anything into his or her Unit or permit anything to be done in said Unit that will cause damage to the Building. No Owner shall permit the use or operation in his or her Unit of any equipment, machinery, or other apparatus that will in any manner injure, vibrate, or shake the Building, or portions thereof.

4.12 Power Equipment and Car Maintenance. No power equipment or vehicle repairs, other than minor repairs requiring no more than twenty-four (24) hours work, shall be permitted on the Property except with prior written approval of the Board. In deciding whether to grant approval, the Board shall consider the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections.

4.13 No Hazardous or Unsafe Activities. No activity shall be conducted on, and no improvement shall be constructed on, any Property within the Community that is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no explosives, gasoline, fireworks, or other volatile and/or incendiary materials or devices or any materials deemed hazardous or toxic substances under applicable environmental laws, rules, or regulations shall ever be used, kept, stored, permitted to remain or be released or disposed of in any Unit or elsewhere within the Community

4.14 Fireworks. No fireworks are allowed on the Property.

4.15 Unsignhtiness; Sporting Equipment; Clothes Drying. No unsightliness shall be permitted within the Property. Without limiting the generality of the foregoing: (a) no trailers, boats, recreational vehicles, mobile homes, tractors, or truck campers shall be kept or permitted to remain on the Property; (b) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon any portion of the Property; (c) no lumber grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap, shall be kept, stored or allowed to accumulate on any portion of the Property; (d) refuse, garbage, and trash shall be placed and kept at all times in a covered container and such container shall be kept within an enclosed structure or appropriately screened from view; (e) decks, patios, balconies, porches, the Common Area and Limited Common Elements (excepting enclosed storage areas) shall not be used for the storage of personal property of any kind, and nothing shall be placed on or in windows or doors or otherwise on the exterior of Units, the Common Area, or Limited Common Elements which creates an unsightly appearance. No laundry or wash shall be dried or hung outside anywhere within the Property.

4.16 Enforcement/Fines. To enforce this Article 4, the Board may adopt Rules and Regulations regarding enforcement, including a Schedule of Fines. Further, if the Board determines that an Owner has violated this Article 4, it shall provide to the Owner a written Notice of Violation. The Owner shall have thirty (30) days from receipt of the Notice of Violation to cure the same ("Cure Period"). If the Owner fails to remedy the violation within the Cure Period, the Board shall levy a Fine against such Owner in the amount established by the Schedule of Fines or the actual cost of removing or remedying the violation, whichever is greater, and may lien the Owner's Unit pursuant to procedures set forth in this Declaration and the Act.

ARTICLE 5
ASSOCIATION: MEMBERSHIP

5.1 Organization of the Association. The Association was incorporated in accordance with the requirements of the Utah Revised Nonprofit Corporation Act, §§ 16-6a-101, *et seq.*

5.2 Duties and Powers. The duties and powers of the Association are those set forth in this Declaration and the Articles and Bylaws (collectively the “Governing Documents”) together with its general and implied powers of a nonprofit corporation, generally to do any and all things that a Utah corporation may lawfully do which are necessary or proper to ensure the peace, health, comfort, safety, and general welfare of the Members. The duties and powers of the Association are limited only as expressly set forth in Utah law or the Governing Documents.

5.3 Membership. Every record Owner of a fee interest in any Unit subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of such Unit shall be the sole qualification for such membership.

If title to a Unit is owned by more than one (1) person, such persons shall collectively cast their allocated votes. If only one of the multiple owners of a Unit is present at an Association meeting, such owner is entitled to cast the votes allocated to that Unit. If more than one of the multiple owners is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. In the event a majority of the multiple owners of the Unit cannot agree on how to cast their votes, any votes cast for that Unit shall be null and void as to the proposed action upon which the Members are voting; provided, however, that such multiple owners and their Unit shall nevertheless be counted in determining the presence of a quorum.

5.4 Allocated Interests; Designated Voting Rights. Each Unit shall have a Designated Voting Right based on its Allocated Interest in the Property, as set forth in Exhibit A. Allocated Interests are computed for each Unit by dividing the actual square footage of such Unit by the total actual square footage of all Units, calculated to include walls, garages, decks, and balconies, and then multiplying the quotient derived thereby by one hundred percent (100%) to obtain the percentages set forth in Exhibit A.

5.5 Transferred Membership. 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 shall be void *ab initio*.

5.6 Meetings of the Members. Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws.

5.7 Board of Directors. The affairs of the Association shall be managed by the Board of Directors of at least three (3) persons, a majority of whom must be Unit Owners, which shall conduct meetings according to the provisions of the Bylaws.

5.8 Period of Administrative Control of Association. Notwithstanding any other provisions hereof, Declarant shall have and hereby reserves the power to serve as the Board of Directors or appoint and remove, at its sole discretion, the members of the Board and the officers of the Association during the Administrative Control Period.

At any time prior to the termination of the Administrative Control Period, the Declarant may voluntarily surrender and relinquish the right to appoint and remove officers and members of the Board, but in such event Declarant may require for the duration of the Administrative Control Period that specified action of the Association or the Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. As to such action, Declarant may give its approval or disapproval in its sole discretion and option, and its disapproval shall invalidate any such action by the Board or the Association. Not later than the termination of the Administrative Control Period, the Unit Owners shall elect a Board of Directors.

ARTICLE 6 **COMMON AREA**

6.1 Association Management of Common Area. The Association shall own, operate, maintain, and repair the Common Area, including the Limited Common Area, as defined in Section 2.12, for the common benefit of Owners and in a condition that minimizes flooding, soil erosion, fire, and weed infestation. The Association shall landscape, restore, or revegetate with weed free seed and mulch all excavations, fills and other construction which disturb the existing vegetation. Further, the Association shall not intentionally introduce weeds or invasive plants to the Common Area and shall control noxious weeds and invasive plants on said property in accordance with federal, state and local laws and regulations. The Association shall, to the extent possible, eradicate weeds and invasive plants with non-mechanical means.

6.2 Use Restrictions:

a. *Development.* The Common Area may not be further subdivided or partitioned or used or developed for purposes other than the purposes described on the Plat for the benefit of the Members.

b. *Improvement.* Without the prior approval of the Association, no vegetation, landscaping, structure or other improvement within the Common Area, including the Limited Common Area, shall be removed, constructed, enlarged, demolished or altered.

c. *Motorized Vehicles.* Motorized vehicles are allowed in the Common Area only as needed for maintenance and repair of infrastructure or other improvements and only after express authorization from the Association.

d. *Fireworks and Firearms.* No fireworks or firearms may be discharged within the Common Area.

e. *Dogs.* Dogs must be on a leash or under sight and voice control when enjoying the Common Area. No animals may be housed or kept in the Common Area. Owners are responsible for picking up all animal waste from the Common Area.

f. *Burning.* Burning of brush and debris, or fires of any kind, within the Common Area is prohibited except as expressly authorized by the Board for the purposes of general maintenance and weed control, and subject to City Code.

6.3 Damage to Common Area. Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Common Area, including the Limited Common Area, the repair or replacement of which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article 8 and the Bylaws for reconstruction or repair of the Common Area shall be used for such purpose, unless the Board unanimously votes to alternatively apply the proceeds. The Board shall be authorized to have prepared the necessary documents to effect such reconstruction as promptly as practical. The Common Area shall be reconstructed or rebuilt substantially in accordance with the original construction plans. If the amount available from the proceeds of such insurance policies for such restoration and repair is inadequate to complete the restoration and repair, the Board shall levy an extraordinary Assessment for the deficiency and proceed with such restoration and repair.

6.4 Condemnation. If at any time or times, the Common Area, or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Association and shall be used promptly by the Association to the extent necessary for restoring or replacing any Improvements on the remainder of the Common Area, unless the Board unanimously votes to alternatively apply the proceeds. Upon completion of such work and payment in full therefore, any remaining proceeds of condemnation shall be deposited into the Reserve Fund.

6.5 Rules and Regulations regarding Common Area. The Association may create Rules and Regulations regarding management of the Common Area, including the Limited Common Area, as necessary.

ARTICLE 7 **ASSESSMENTS**

7.1 Creation of Association Lien. The Association shall charge Assessments on an annual basis against all Units; provided, however, that Declarant shall not pay Assessments until such time as the Administrative Control Period ends. Assessments shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year. The Association may also charge Assessments for future anticipated costs and expenses. The budget shall be

submitted to the Owners for ratification pursuant to the Act and as set forth in the Bylaws, as amended. Assessments, apportioned based on the Allocated Interests, shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board. The omission or failure of the Board to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

7.2 Personal Obligation to Pay Assessments for Common Expenses. Each Unit, and each Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association Assessments for Common Expenses and such other Assessments as imposed by the Association. Such Assessments, including fees, charges, late charges, attorney fees, fines and interest charged by the Association shall be the personal obligation of the Owner of such Unit at the time when the Assessment or other charges became due.

7.3 Unpaid Assessments Constitute Lien. Assessments for Common Expenses as imposed by the Association, including fees, charges, late charges, attorney fees, fines and interest charged by the Association, shall be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Assessment or charge is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Assessments by waiver of the use or enjoyment of the Common Areas or by abandonment the Unit against which the Assessments are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Board is not properly exercising its duties and powers under this Declaration.

7.4 Apportionment of Common Expenses. Except as provided in this Declaration, all Assessments, including Special Assessments, for Common Expenses shall be assessed against all Units in accordance with the Allocated Interests set forth in Exhibit A.

7.5 Special Assessments. In addition to the annual Assessments authorized above, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Area, including fixtures and personal property related thereto, or for any other purpose deemed necessary and appropriate by the Board; provided that any such Assessment shall have the assent of the majority vote of the Designated Voting Rights at a properly noticed meeting. Special assessments shall be assessed against all Units in accordance with the Allocated Interests set forth in Exhibit A.

7.6 Default Assessments. All monetary fines assessed against an Owner pursuant to the Governing Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Governing Documents, shall be a Default Assessment and shall become a Lien against such Owner's Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the

amount and due date of such Default Assessment shall be submitted to the Owner subject to such Assessment at least ten (10) days after the due date.

7.7 Unit Specific Assessments. The Association shall have the right to add to any Owner's Assessment, those amounts expended by the Association for the benefit of any individual Unit and the Owner thereof, including, but not limited to: a) fines, improvement, repair, replacement and maintenance of a Unit that an Owner has failed to perform (after Notice as provided in this Declaration); b) improvement, repair, replacement and maintenance to the Common Area caused by the negligent or willful acts of any Owner, his guests, employees, licensees, lessees or invitees; and c) after Notice and Hearing, all other expenditures or charges which the Board, in its sole discretion, allocates to a Unit.

7.8 Effect of Non-Payment of Assessment. The Board may assess a reasonable late fee of not less than fifty dollars (\$50), as established by the Board in the Schedule of Fines, for any assessment, charge or fee provided for in his Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after its due date. If any such sums, together with the late fee, remain unpaid for more than sixty (60) days, the Board may also charge default interest at the rate of ten percent (10%) per annum, or greater as established in a Schedule of Fines, until the overdue sums are paid in full. Further, the Association may file a Notice of Lien against the Unit and bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof, and may also foreclose on its lien against such Owner's Unit. An action at law or in equity by the Association against a Unit Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at a public auction or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her Unit, the Board may take possession and rent said Unit or apply for the appointment of a receiver for the Unit without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

7.9 Lien Priority. The lien of the Association under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Unit (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Unit shall not affect the lien for said Assessments or charges

except that sale or transfer of any Unit pursuant to foreclosure of any first lien Security Interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Owner from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

ARTICLE 8 **INSURANCE**

8.1 Duty to Obtain Insurance/Reserve Fund. The Board shall obtain and maintain insurance policies and limits as the Board may determine reasonable and as specified in the Bylaws. The Association shall maintain a Reserve Fund equal to the amount of the highest deductible applicable for any such policy.

8.2 Waiver of Claim Against Association. As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another, the Board and Declarant, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said persons.

8.3 Right and Duty of Owners to Insure. It is the responsibility of each Owner to provide insurance on the Owner's personal property and upon all other property and improvements in his or her Unit. Nothing hereby shall preclude any Owner from carrying any public liability insurance the Owner deems desirable to cover the Owner's individual liability for damage to persons or property occurring inside the Owner's Unit or elsewhere upon the Property. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon request. If any loss intended to be covered by insurance carried by or on behalf of the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by the Owner to the Association to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied.

ARTICLE 9 **DECLARANT'S RIGHT AND LIMITATIONS**

9.1 Rights of Declarant. Declarant's sale or other disposition of the Units is essential to the establishment and welfare of the Property as a residential community. In order that the Property be established as a fully-occupied high-quality residential community as rapidly as possible, Declarant expressly reserves unto itself certain powers set forth above. In addition, nothing in this Declaration shall be understood or construed to prevent Declarant or its agents from a) taking whatever action, construction or installation as is reasonable, necessary, or advisable to complete the Property; b) conveying, transferring, or selling the Units; or c) maintaining such sign or signs within the Property as may be necessary for the sale or disposition of the Units.

9.2 Limitations of Declarant.

a. *Effect of Declaration.* Except as otherwise set forth herein, so long as Declarant, or its successors and assigns, owns one (1) or more of the Units established and described in this Declaration, Declarant, and its successors and assigns, shall be subject to the provisions of this Declaration. In the event that Declarant conveys (1) Unit to the individual members of Declarant, or their trust, for personal residential use, then such individual members shall be treated as third party buyers, and not successors of Declarant, and be relieved of liability and obligation of Declarant hereunder.

b. *Minimal Disturbance.* The Declarant shall be obligated to conduct all of its construction and improvement within the Property in a manner which minimizes impact on nearby Owners, including but not limited to mitigating sand blowing, noise, and trash and maintaining the construction site in a neat and tidy manner that is free of debris.

ARTICLE 10 **MISCELLANEOUS**

10.1 Amendment. This Declaration may be amended only upon the affirmative vote of not less than sixty-seven percent (67%) of the Designated Voting Rights. Such amendment shall be recorded in the real property records of Grand County, Utah; provided, however, that all such amendments shall also be approved by Declarant during the Administrative Control Period.

10.2 Severability. Each of the covenants, conditions and resolutions contained in this Declaration shall be deemed independent and separate and the invalidation of any one provision shall not affect the validity and continued effect of any other.

10.3 Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be considered in construing the restrictions, covenants and conditions contained herein.

10.4 Singular and Plural. Wherever utilized herein, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular. Furthermore, wherever utilized herein, the masculine shall be deemed to include the feminine, and the feminine shall be deemed to include the masculine.

10.5 Waiver. Waiver or failure to enforce any restriction, covenant or condition of this Declaration shall not operate as a waiver of any other restriction, covenant, or condition.

10.6 Binding Effect. The provisions of this Declaration, as amended, shall be deemed to be covenants running with the land benefiting and burdening all of the Property. Additionally, this Declaration shall be binding upon, and inures to the benefit of, Declarant, its successors and assigns.

10.7 Enforcement. The Board, any Owner, or the City shall have the right to enforce, by any proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration. In such action, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.

10.8 Conflict of Governing Documents. In the event of conflict among or between this Declaration and the Condominium Plat, the Condominium Plat shall control. In the event of conflict among or between this Declaration and the other Governing Documents, including Rules and Regulations of the Association, this Declaration shall control.

10.9 Amendment of or Termination Without City Consent. The Association shall not be terminated, nor shall any provision of this Declaration pertaining to the Association's responsibility for the Common Area be amended, without the prior written consent of the City.

Effective as of the date first written below.

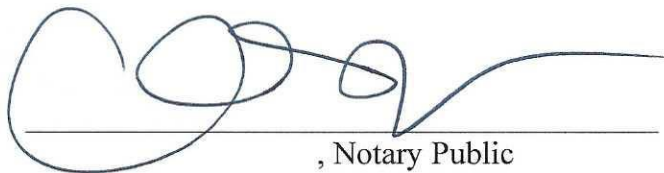
DECLARANT: GSS Properties, LLC


Garry Snook, Manager

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On November 6, 2023, Garry Snook, Manager of GSS Properties, LLC, as Declarant, appeared before me and acknowledged and swore to me that the foregoing Declaration was signed on behalf of Declarant by authority of its Articles of Organization and Operating Agreement.

SEAL


_____, Notary Public

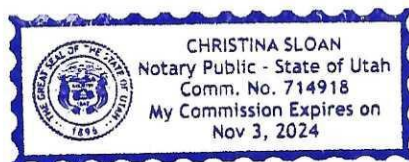


Exhibit A
Allocated Interests

<u>Unit #</u>	<u>Unit Square Footage</u>	<u>Percentage Interest in Common Area</u>	<u>Designated Voting Rights</u>
1	2,206	17.50%	18
2	2,206	17.50%	18
3	629	4.98%	5
4	564	4.80%	5
5	627	4.96%	5
6	2,026	17.50%	18
7	2,206	17.50%	18
8	967	7.63%	8
9	967	7.63%	8
Totals	12,578	100%	103

THE CITY OF
MOAB



EST. 1902

Subdivision Matrix Table for Cottonwood Condominiums

Municipal Code Analysis for the Subdivision Process

Section 16.12

Section	Code Provision	Compliance	Rationale
16.12	Preliminary Plat		
16.12.020	Description and Delineation		
A.	In a title block located in the lower right-hand corner the following shall appear: A. The proposed name of the subdivision;	Complies	
B.	The location of the subdivision, including: 1. Address, 2. Section, township and range;	Complies	
C.	The names and addresses of the owner, the subdivider, if different than the owner, and of the designer of the subdivision;	Complies	
D.	The date of preparation, scale (no less than one inch to equal one hundred feet) and the north point.	Complies	
16.12.030	Existing Conditions		
A.	The location of and dimensions to the nearest benchmark or monument;	Complies	
B.	The boundary line of the proposed subdivision indicated by a solid heavy line and the total acreage encompassed thereby;	Complies	
C.	All property under the control of the subdivider, even though only a portion is being subdivided. Where the plat submitted covers only a part of the subdivider's tract, a sketch of the prospective street system of the unplatted parts of the subdivider's land shall be submitted, and the street system shall be considered in the light of existing master street plans or other Planning Commission studies;	NA	There are no changes to the streets adjacent to this plat.
D.	The location, width and names of all existing streets within two hundred feet of the subdivision and of all prior platted streets or other public ways, utility rights-of-way, parks, and other public open spaces, permanent buildings and structures, houses or permanent easements, within and adjacent to the tract;	Complies	
E.	The location of all wells, proposed or active and abandoned within the tract and to a distance of at least one hundred feet beyond the tract boundaries;	NA	No wells are proposed to be used on the property
F.	Existing sewers, water mains, culverts or other underground facilities within the tract and the distance of at least one hundred feet beyond the tract boundaries including pipe sizes, grades, manholes and their exact location;	Complies	The condominiums plat will not be subdividing the property itself., but I am not seeing any easements for utilities, gas, power, and water. I know there is also an irrigation easement on the property as well.
G.	Existing ditches, canals, natural drainage channels and open waterways and proposed realignments;	Complies	The plat indicates it is in the floodway. May need additional information for this.
H.	Boundary lines of adjacent tracts or unsubdivided land, showing ownership where possible;	complies	
I	Contours at vertical intervals of not more than two feet, high water levels of all watercourses, if any, shall be indicated in the same datum for contour elevations and, without exception, shall be shown in the most current North American Vertical Datum (NAVD) available.	Complies	

Section	Code Provision	Compliance	Rationale
16.16.020	Description and Delineation		
	<p>The final plat shall show the following:</p> <p>A. The name of the subdivision;</p> <p>B. Accurate angular and linear dimensions for all lines, angles and curves used to describe boundaries, streets, alleys, easements, areas to be reserved for public use and any other important features;</p> <p>C. An identification system for all lots and blocks and names of streets. Lot lines shall show dimensions in feet and hundredths. Actual house numbers, as assigned by the City Engineer, shall be shown;</p> <p>D. True angles and distances to the nearest established street lines or official monuments, which shall be accurately described on the final plat and shown by appropriate symbols;</p> <p>E. Radii, internal angles, points and curvatures, tangent bearings and the length of all curves;</p> <p>F. The accurate location of all monuments and fire hydrants to be installed shown by the appropriate symbol. All United States, state, city or other official benchmarks, monuments or triangulation stations in or adjacent to the property, shall be preserved in precise position;</p> <p>G. Dedicate to the City all streets, highways, and other public lands included in the proposed subdivision;</p> <p>H. Pipes or other such physical monuments as shall be placed at each lot corner;</p> <p>I. Where it is proposed that streets be constructed on property controlled by a public agent or utility company, approval for the location, improvement and maintenance of such streets be obtained from the public agency or utility company and entered on the final plat in a form approved by the City Attorney.</p>	Complies	
16.16.030	Standard Forms to be Included		
	<p>The final plat shall contain the following:</p> <p>A. A registered professional engineer or land surveyors' "Certificate of Survey";</p> <p>B. The owners' "Certificate of Dedication";</p> <p>C. A notary public's "Acknowledgement";</p> <p>D. The City Planning Commission's "Certificate of Approval";</p> <p>E. The City Engineers' "Certificate of Approval";</p> <p>F. The utility supervisors' "Certificate of Approval";</p> <p>G. The City Attorney's "Certificate of Approval";</p> <p>H. The City Council's "Certificate of Approval";</p> <p>I. Certificate of filing to be completed by county recorder;</p> <p>J. The planning coordinator's "Certificate of Approval."</p>	Complies	

Section	Code Provision	Compliance	Rationale
17.19.020	New Condominium Developments New condominium developments shall be subject to all zoning and building code requirements generally applicable to new residential, commercial, or business development under the City code. An application for condominium development shall be processed under the applicable development review procedure except that a condominium shall not be subject to subdivision review procedures unless the development includes: a) common areas dedicated to public use; or b) condominium units that are not wholly contained within existing or proposed buildings.	Complies	There is common areas and limited access areas proposed on the plat.
17.79.040	Required Compliance with Existing Codes All structures subject to condominium conversion shall be brought into compliance with all building and zoning requirements prior to condominium plat approval, except that the Planning Commission shall have discretionary authority to grant special exceptions to compliance with zoning code requirements where the applicant demonstrates that: a) site constraints prevent full compliance; and b) public health and safety is not jeopardized; and c) and appropriate mitigation measures are provided by the applicant.	Complies	Went through Site Plan Review Level II and received Planning Commission Approval.
17.79.060	Plat and Declaration Approval All condominium developments shall include a condominium plat and condominium declaration complying with the provisions of the Utah Condominium Ownership Act. The proposed plat and declaration shall be submitted with the application for staff review prior to any applicable decision by the body having land use authority. The final plat for all condominium conversions shall include a signature block for the Planning Commission, City Planner, City Engineer, and City Attorney which must be executed prior to recording.	Complies	All required materials have been submitted
57-8-13	Condominium plat to be recorded.	Complies	

Moab Planning Commission Agenda Item

Red Rock Retreat Townhomes Plat

Meeting Date: May 9, 2024

Title: Consideration and Possible Recommendation of Moab City Resolution #11-2024, A Resolution Approving the Red Rock Retreat Townhome Plat Application for property located at 241 East 100 North, Moab UT 84532.

Disposition: Discussion and Possible Action

Staff Presenter: Cory P. Shurtleff, Planning Director

Attachment(s):

- Exhibit 1: Draft Resolution #11-2024
- Exhibit 2: Vicinity Map
- Exhibit 3: Recorded County Plat
- Exhibit 4: Draft Survey Plat
- Exhibit 5: Draft HOA
- Exhibit 6: Final Plat Matrix

Options:

1. Forward a Positive Recommendation to City Council on Resolution 11-2024, with or without modifications; or
2. Continue or table item and give specific direction to the applicant and City Staff as to additional information needed to make a decision; or
3. Forward a Negative Recommendation, giving specific findings for the decision.

Motion for Positive Recommendation as Recommended by Staff: I move that Planning Commission forward a positive recommendation to the City Council on Moab City Resolution 11-2024, A Resolution Approving the Red Rock Retreat Townhome Plat of property located at 241 East 100 North Moab, Utah 84532.

Applicant: Shik Han, Developer

Background:

Shik Han, applicant and project developer, submitted the City of Moab Townhome Plat Subdivision Application with associated materials on March 15, 2024. This application was reviewed by the City of Moab Development Review Team on April 10, 2024, with comments sent back to the applicant. As the proposed development scope did not require additional Staff review through a Site Plan Application, the proposed development was submitted and processed through the Building Permit Application process. Nearing project completion, the

applicant has submitted the Townhome Plat Application, via the Subdivision Application, to record the Townhome Plat ownership division of the 4-unit multi-household dwelling.

Project Summary:

Location: 241 East 100 North, Moab UT
 Property Owner: Small Prop, LP
 Applicant: Shik Han
 Parcel Size: 0.28 Acres
 Current Zone R-3 Multi-Household Residential Zone
 Proposed Use: 4-unit Townhome Residential; Multi-Household

Narrative Summary:

The applicant has provided the following summary of the project:

“Red Rock Retreat” Townhome Subdivision

Red Rock Retreat townhomes are a split of four separate residential parcels for each unit of the project. Moab city code allows "one multi household lot per 2000 sq foot" in R-3 per 17.48.030.

This project was started and issued a building permit November 1, 2022, which includes the required Water, and Sewer Connections. The Red Rock Retreat HOA will be in place and oversee the shared access and other common elements of this subdivision. The Homeowners Association Bylaws Draft is attached to this submittal. Each unit is located in a two-story building. Two of the units are 1107 square feet and two are 1120 square feet. Each home will be accessed by a shared driveway located in the common area on the plat.

Process: Condominium Plat/ Townhome Plat

Section 16.08.020 of the Moab Municipal Code allows exceptions to Final Plat procedures for Minor Subdivisions, with approval by the City Council. This item defined as a Townhome Plat does not have specific code or procedures. The development of 4-multi-household dwelling units in the R-3 Multi-Household Residential zone is permitted by-right through a Building Permit Review process, without additional Planning review process. The Townhome Plat is essentially a function of ownership (similar to that of a Condominium Plat), applied to the permitted development and land area associated with each dwelling unit. Condominium Plats do not require City Council review or approval. A Townhome Plat, given the specific “division” and allocation of land specific to lots, has been historically and by policy recommended by the Planning Commission and approved by the City Council, similar to that of a minor subdivision procedure. The aforementioned MMC sections are included below:

17.79.060

Plat and declaration approval.

All condominium developments shall include a condominium plat and condominium declaration complying with the provisions of the Utah Condominium Ownership Act. The proposed plat and declaration shall be submitted with the application for staff review prior to any applicable decision by the body having land use authority. The final plat for all condominium conversions

shall include a signature block for the Planning Commission, City Planner, City Engineer, and City Attorney which must be executed prior to recording. Except where the applicant posts a performance guarantee under Section 16.20.060 (subdivisions) or Section 17.66.180(C) (planned unit developments), the condominium plat and declaration shall not be recorded until all approvals required under by city code have been obtained and all required improvements have been completed. (Ord. 06-10 (part), 2006)

16.08.020

Exceptions--Final plat.

In subdivisions of less than five lots, land may be sold after recording of a plat, if all the following conditions are met:

- A. The subdivision plan shall have been approved by the Planning Commission, the planning coordinator, the City Engineer, the City Attorney, other agencies the zoning administrator deems necessary, and the City Council;*
 - B. The subdivision is not traversed by lines of a proposed street, and does not require the dedication of any land for street or other purposes;*
 - C. Each lot within the subdivision meets the frontage width and area requirements of the zoning title or has been granted a variance from such requirements by the appeal authority;*
 - D. All final plat requirements shall be complied with;*
 - E. All provisions of Chapter 16.20 of this title shall be complied with; and*
 - F. The water supply and sewage disposal shall have been approved by the utility supervisor.*
- (Ord. 10-06, 2010; Ord. 13-81 (part), 1981: prior code §22-2-2)*

CITY OF MOAB RESOLUTION NO. 11-2024

A RESOLUTION APPROVING THE TOWNHOME PLAT APPLICATION FOR THE RED ROCK RETREAT TOWNHOMES, PROPERTY LOCATED AT 241 EAST 100 NORTH, MOAB UT 84532.

WHEREAS, the following describes the intent and purpose of this resolution:

- a. Applicant, Shik Han, on behalf of Small Prop, LP (Owner), has submitted the Townhome Plat Application via, the Townhome Plat Application, for the four (4) unit multi-household dwelling conversion to a Townhome Plat property, located at 241 East 100 North, Moab UT 84532; and
- b. The Applicant submitted to the City of Moab the appropriate application and documents for review and approval of the proposed Red Rock Retreat Townhomes as required in the Moab Municipal Code (MMC) Chapter 17.79.030; and
- c. The townhome lots are located on a 0.28-acre property in the R-3 Multi-Household Residential Zone and the proposed use is allowed as a permitted use in this zone; and
- d. As required in MMC Chapter 16.08.020, the subdivision plat shall have been approved by the Planning Commission, the planning coordinator, the City Engineer, the City Attorney, other agencies the zoning administrator deems necessary, and the City Council; and
- e. This item defined as a Townhome Plat does not have specific code or procedures. The development of 4 multi-household dwelling units in the R-3 Multi-Household Residential zone is permitted by-right through a Building Permit Review process, without additional Planning review process. The Townhome Plat is essentially a function of ownership (similar to that of a Condominium Plat), applied to the permitted development and land area associated with each dwelling unit. Condominium Plats do not require City Council review or approval. A Townhome Plat, given the specific “division” and allocation of land specific to lots, has been historically and by policy recommended by the Planning Commission and approved by the City Council, similar to that of a minor subdivision procedure; and
- f. The purpose for this Townhome Plat Application is to change the designation of the constructed units, into individual townhome units as defined in MMC chapter 17.06.020, for the purpose of allowing individual ownership of the dwelling units in each unit; and
- g. Following the consideration of the technical aspects of the pertinent code sections, the City of Moab Planning Commission, pursuant to Planning Resolution #11-2024, hereby finds that the application to record the Red Rock Retreat Townhome Plat can meet or exceed the code requirements.

NOW, THEREFORE, having considered public comment, staff comments, and discussion of the pertinent aspects of the proposed townhome plat application, by adoption of Resolution #11-2024, does hereby find, determine, and declare, that the applicable provisions of the Moab Municipal Code and the intent of the Moab General Plan can be met;

AND, FURTHERMORE, BE IT RESOLVED BY THE CITY OF MOAB CITY COUNCIL, the Red Rock Retreat Townhome Plat, on the property located at 241 East 100 North, Moab UT 84532, is hereby APPROVED.

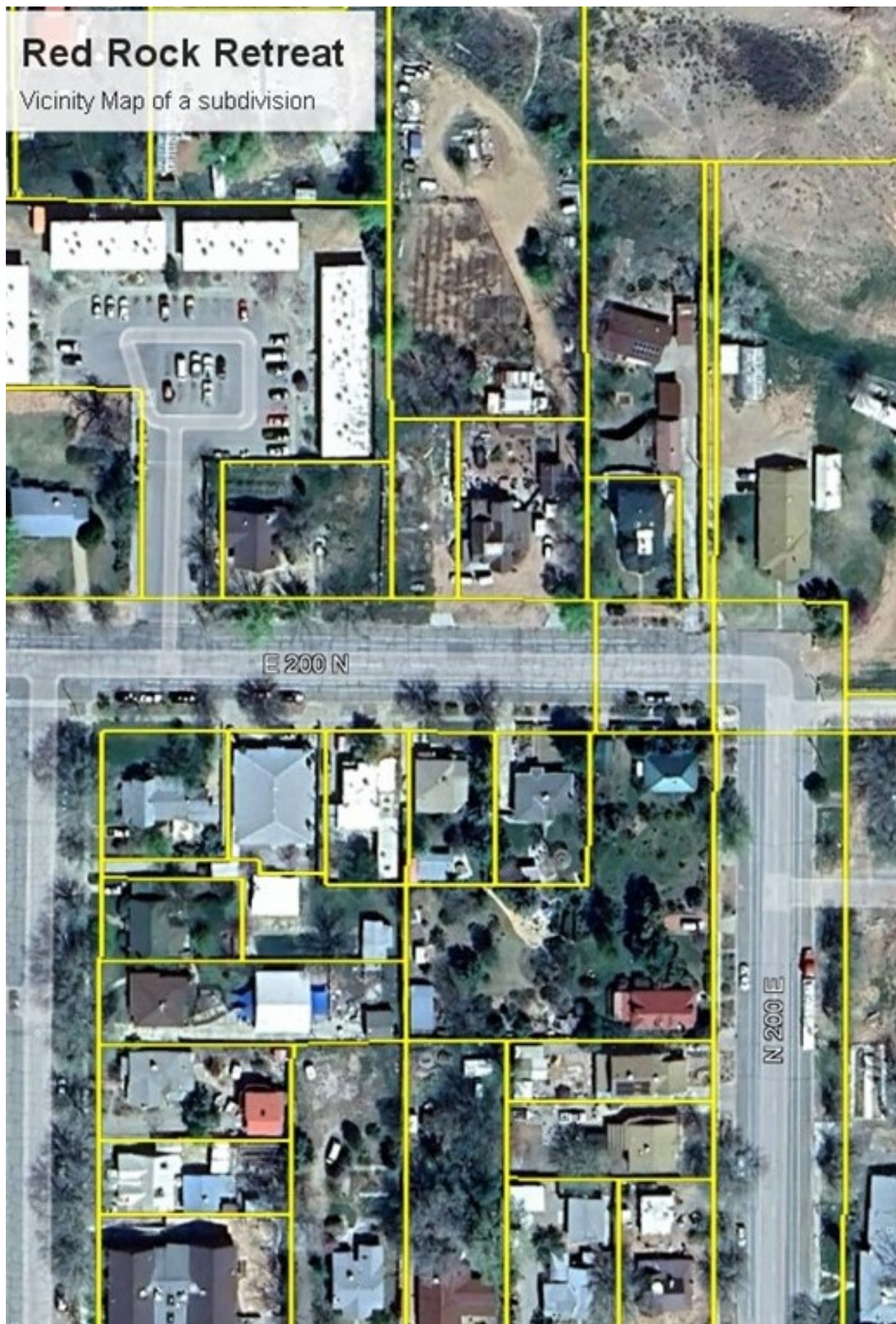
PASSED AND APPROVED in open meeting by a majority vote of the Governing Body of the City of Moab City Council on **May, 2024**.

SIGNED: _____
Joette Langianese , Mayor

ATTEST: _____
Sommar Johnson, Recorder

Red Rock Retreat

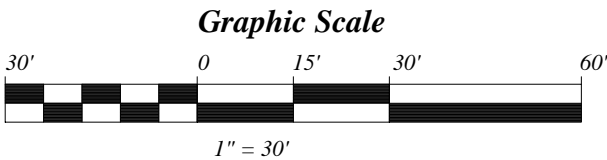
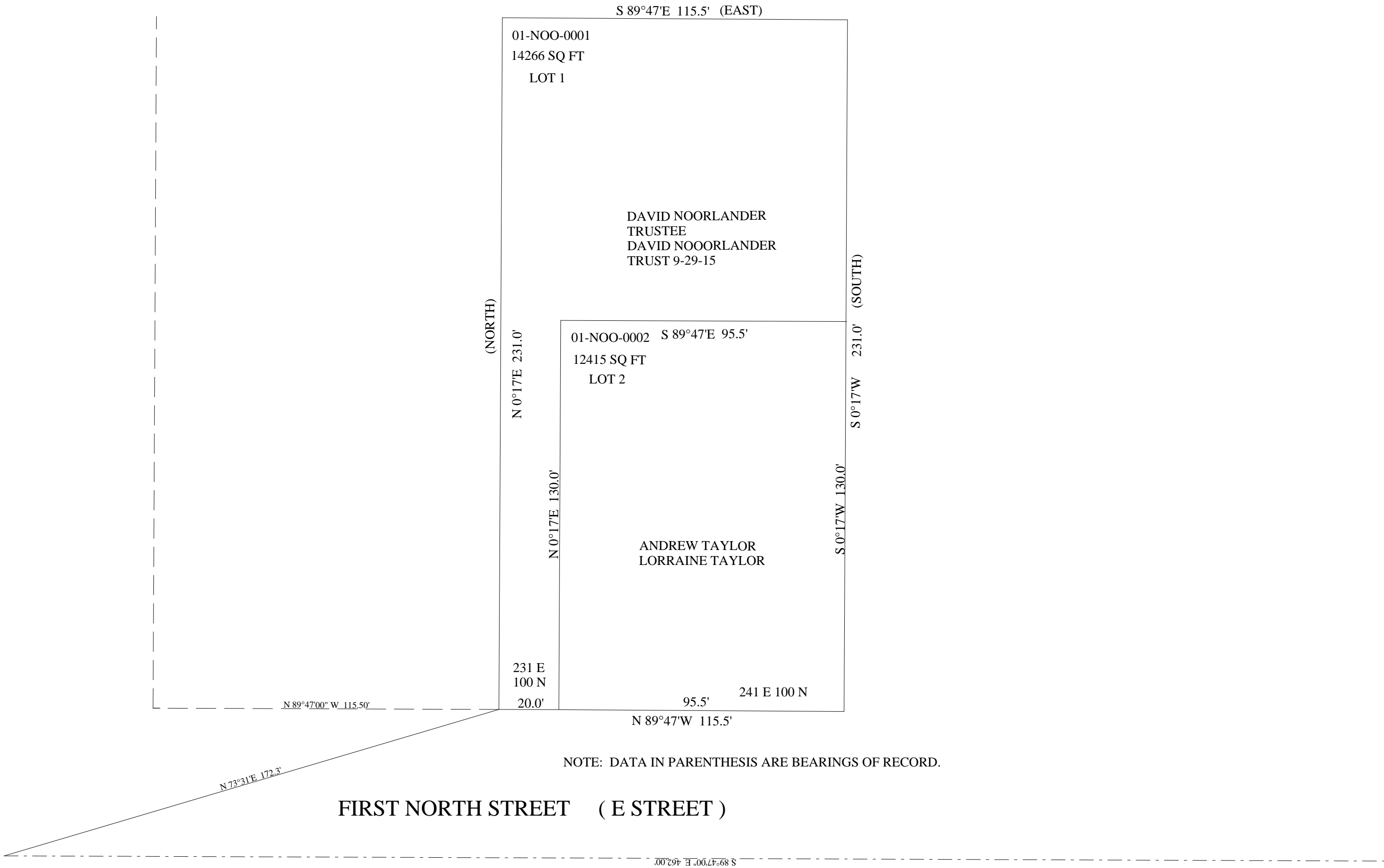
Vicinity Map of a subdivision



NOORLANDER ESTATES

A SUBDIVISION WITHIN LOT 2 BLOCK 22 MOAB TOWNSITE

THIS PLAT IS FOR NAME CHANGE RECORDS ONLY
SEE OFFICIAL PLAT FOR ALL OTHER PURPOSES





88 East Center Street
Moab, UT 84532
435.259.8171

STANDARD LEGEND

- PRIVATE
COMMON AREA
- MAG NAIL SET
BLOCK CORNER
CENTERLINE MONUMENT
- PROP. CORNER FOUND
PROP. CORNER SET
MAG NAIL FOUND

PROJECT TYPE:
SUBDIVISION

PROJECT ADDRESS:
241 East 100 North
MOAB, UTAH 84532

PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
Bill Chow

SHEET 1 OF 1

DATE:
1/24/22

JOB NUMBER:
040-22

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as

241 EAST 100 NORTH, AMENDMENT II

and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owners also hereby convey any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } S.S.

ON THE ____ DAY OF _____, 2023, PERSONALLY APPEARED BEFORE ME, _____ WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } S.S.

ON THE ____ DAY OF _____, 2023, PERSONALLY APPEARED BEFORE ME, _____ WHOM DID ACKNOWLEDGE TO ME THAT THEY SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

CENTERLINE MONUMENT
100 NORTH 200 EAST

SURVEYOR NOTES

THE BASIS OF BEARING IS S 89°47' E ALONG THE CENTERLINE OF 100 NORTH STREET.

THE INTENT OF THE SURVEY IS IS TO PLAT THE LOT FOR TOWN HOMES.

APPROVAL BY MOAB CITY PUBLIC WORKS

APPROVED THIS ____ DAY OF _____
_____, AD, 20____

DIRECTOR

APPROVAL BY MOAB CITY ATTORNEY

APPROVED THIS ____ DAY OF _____
_____, AD, 20____

CITY ATTORNEY

APPROVAL BY MOAB CITY ENGINEER

APPROVED THIS ____ DAY OF _____
_____, AD, 20____

CITY ENGINEER

APPROVAL BY MOAB CITY PLANNING COMMISSION

APPROVED THIS ____ DAY OF _____
_____, AD, 20____

CHAIR

APPROVAL BY MOAB CITY COUNCIL

APPROVED THIS ____ DAY OF _____, AD, 20____

MOAB CITY MAYOR

ATTEST:

AMENDING 241 EAST 100 NORTH, AMENDED
TO CREATE A TOWNHOME PLAT
LOCATED WITHIN

LOT 2, BLOCK 22, MOAB TOWNSITE, WITHIN THE
NORTHEAST QUARTER OF SECTION 1, T26S, R21E, SLB&M

COUNTY RECORDER NO. _____

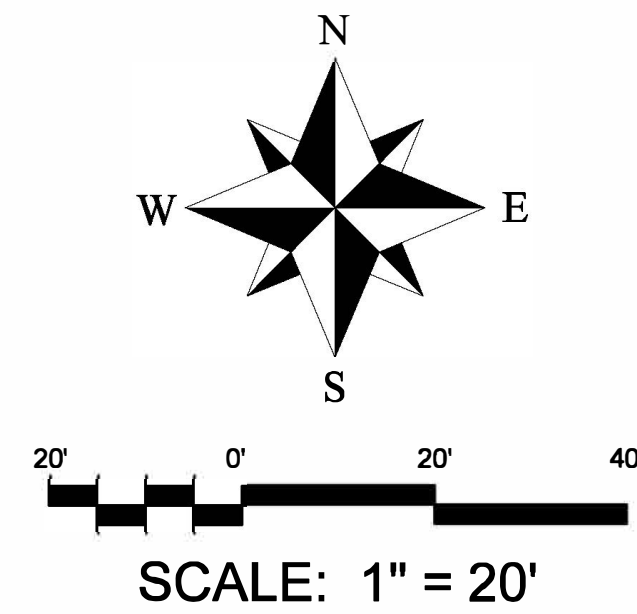
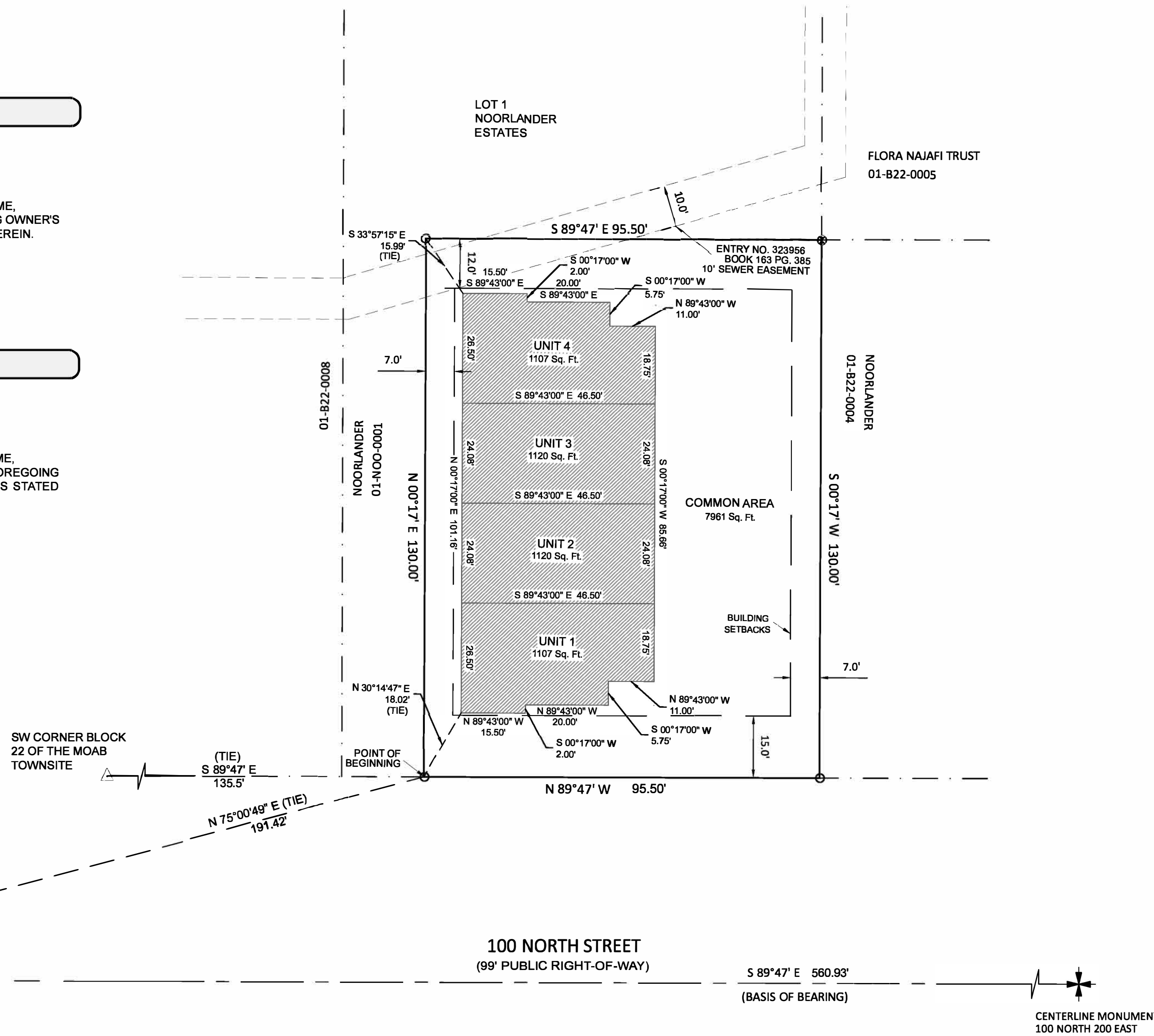
STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF _____

DATE _____ BOOK _____ PAGE _____ FEE _____

COUNTY RECORDER

FINAL PLAT OF
241 EAST 100 NORTH, AMENDMENT II

AMENDING 241 EAST 100 NORTH, AMENDED
TO CREATE A TOWNHOME PLAT
LOCATED WITHIN
LOT 2, BLOCK 22, MOAB TOWNSITE, WITHIN THE
NORTHEAST QUARTER OF SECTION 1, T26S, R21E, SLB&M



VICINITY MAP

NOT TO SCALE

SURVEYOR'S CERTIFICATION

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as 241 EAST 100 NORTH, AMENDMENT II and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Lucas Blake
License No. 7540504

DATE

LEGAL DESCRIPTION

Beginning at a corner on the South line of Block 22, said corner bears S 89°47' E 135.5 feet from the Southwest corner of Block 22 of Moab Townsite, Section 1, T26S, R21E, SLM. Said corner also bears N 75°00'49" E 191.42 feet from the centerline monument at the intersection of 100 north and 200 East streets, and proceeding thence N 00°17' E 130.0 feet, thence S 89°47' E 95.50, thence S 00°17' W 130.00 feet, thence N 89°47' W 95.50 feet to point of beginning.

PLAT NOTES:
ALL COMMON AREA IS A BLANKET EASEMENT FOR PUBLIC UTILITIES AND PRIVATE ACCESS TO EACH UNIT.

HOA BYLAWS

Bylaws of the RED ROCK RETREAT A Utah Nonprofit Corporation (Association)

Article I. Name and Purpose

Section 1.01: NAME. The NAME of this organization shall be the Red Rock Retreat, hereafter referred to as THE ASSOCIATION. It shall be a nonprofit organization incorporated under the laws of the State of Utah.

Section 1.02: PURPOSE: The Bylaws shall govern the Corporation and its members and facilitate the fulfillment of the purposes provided in the Articles of Incorporation.

Section 1.03: PRINCIPAL OFFICE: The principal office of the Association shall be located at _____ or such other address as may be designated by the Board of Trustees.

Article II. MEMBERSHIP.

Section 2.01: ELIGIBILITY FOR MEMBERSHIP. Any current resident of, or owner of a townhome unit within Red Rock Retreat on Parcel 01-0241-0003, Grand County, Moab, Utah, is eligible for Membership in the Association upon full payment of the annual dues, and completion of an Application for Membership form. Membership is a requirement for any and all owners of real property within the boundaries of the above parcel.

Section 2.02: HOA DUES. The amount required for annual dues shall be \$100 each month, unless changed by a majority vote of the members in attendance at an annual meeting of the full membership. Full payment of the monthly dues will entitle the Resident or Property Owner to full membership privileges.

Section 2.03: VOTING RIGHTS. The full payment of the annual dues will entitle each owner of a townhome one vote a piece in all Association elections. An “owner” is any person age 18 or above that is listed on the deed of a townhome unit within the association.

Section 2.04: TERMINATION OF MEMBERSHIP. Membership in the Association is automatically terminated whenever the Member is in default of payment of the annual Association Dues. A member may also be removed by a majority vote of the membership.

Section 2.05: RESIGNATION. Any Member selling their property within the Association’s boundaries may resign by filing a written resignation with the Secretary of the Association. Such resignation shall not relieve the resigning Member of the obligation to pay any dues, assessments, or other charges theretofore accrued and unpaid. Upon resignation, however, the resigning Member will be refunded any unaccrued dues on a pro-rated basis once their property has been transferred to the new owner and appropriate documentation has been filed with the appropriate municipalities.

ARTICLE III. OFFICERS.

Section 3.01: OFFICERS. The Association shall have the following officers:

- 1) President,
- 2) Vice-President, 3) Treasurer, and 4) Secretary.

Section 3.02: ELECTION OF OFFICERS. The Officers shall be elected by majority vote at the annual meeting of the full membership. The initial officers shall be those identified in the filing of the Articles of Incorporation, until their successors have been elected by the members as provided in these bylaws.

Section 3.03: QUALIFICATIONS. All Officers shall be owners or co-owners of units within the association. For purposes of this section, the officers of any corporation, the managers of any limited liability company, and the partners of any partnership shall be considered co-owners of any units owned by such corporation, limited liability company, or partnership.

Section 3.04: TERM OF OFFICE. The Officers shall serve a one-year term, with no limitations on future terms.

Section 3.05: BOARD OF TRUSTEES. The Officers shall make up the Board of Trustees. The Board of Trustees shall have decision making power for the Association within these bylaws and the Articles of Incorporation for the Association. All decisions made by the Board must be passed by majority vote and in the event of a tie, a third party mediator may be used.

Section 3.06: DUTIES. The duties of the Officers are as follows:

- 1) The **PRESIDENT** shall be the principal executive officer of the Association and shall preside over all meetings, represent the Association on public occasions, and make such committee appointments from the membership as shall be deemed advisable for the effective conduct of the work of the Association.
- 2) The **VICE-PRESIDENT** shall assist the President as the President requests, and represent the Association on appropriate occasions. The Vice-President shall also, in the absence or disability of the President, perform the duties and exercise the powers of the President of the Association.
- 3) The **TREASURER** shall collect, safeguard, disburse and make periodic reports of all funds collected in the name of the Association.
- 4) The **SECRETARY** shall keep attendance records and record the proceedings of all meetings, maintain adequate records of the Association activities, and conduct such official correspondence as shall be required.
- 5) The duties of the officers shall not be limited as enumerated above, but they may discharge in addition such duties as are assigned by the Association Membership.
- 6) Unless so authorized, no officer shall have any power or authority to bind the Association by any contract or engagement, to pledge its credit, or to render it liable pecuniarily for any purpose or in any amount.
- 7) No Officer shall receive any compensation from the Association for acting as such.

Section 3.07: POWERS OF THE BOARD OF TRUSTEES. The powers to be exercised by the Board of Trustees shall include, but are not limited to, the following:

- a. Operation, care, upkeep, maintenance, repair, and replacement of the common areas, in the Property (the "Common Areas") and Association personal property, if any.
- b. Determination of the amounts required for operation, maintenance, and other affairs of the Association, and the paying of such expenditures
- c. Employment and dismissal of such personnel as necessary for the maintenance, upkeep and repair of the Common Areas of the Property and Association personal property.
- d. Employment of legal, accounting or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association.
- e. Opening of bank accounts on behalf of the Association and designating the signatories required therefore.
- f. Preparing or causing to be prepared and filed any required income tax returns or forms for the association.
- g. Obtaining insurance or bonds pursuant to the provisions of these bylaws, and determining the minimal amounts and requirements thereof.
- h. Making additions and improvements to, or alterations of, the Common Areas of the Property.
- i. Designating one or more committees which, to the extent provided in the resolution designating the committee, shall have the powers of the Board of Trustees in the management and affairs of the Association. At least one member of each committee shall be a member of the Board of Trustees.
- j. Adoption of a budget for the Association, and assessment and collection of the Common Expenses through the Association.
- k. Enforcement by legal means of the provisions of the Revised Nonprofit Corporation Act, the Covenants and Restrictions, these Bylaws, and any Rules and Procedures adopted by the Board of Trustees.
- l. The filing of an Annual Report and any amendments in accordance with Utah law.
- m. The filing of any reports required by the local municipality, or associated utility providers.

Section 3.07: VACANCIES AND REMOVAL FROM OFFICE. Any Officer may be removed by a majority vote of the members of the Association (excluding the Officer to be removed). Upon the death, removal, resignation, or incapacity of an Officer of the Association, a majority of the Association shall elect a successor.

Section 3.08: MANAGEMENT. The Association shall be managed by the Officers so elected, with powers consistent with the Articles of Incorporation and these Bylaws of the Association.

(If not incorporated, substitute the word Organization for the word Incorporation.)

ARTICLE IV. MEETINGS OF MEMBERS.

Section 4.01: PLACE OF MEETINGS. Meetings of the Members shall be held at the principal business office of the Association or at any other place the President or a majority of the Members may from time to time select.

Section 4.02: REGULAR MEETINGS. Regular meetings of the Association shall be held quarterly, at a time and place designated by the President.

Section 4.03: ANNUAL MEETING. An annual meeting of the Members shall be held in the month of December of each year, if possible. At such meeting, the Members shall elect the Officers of the Association, receive reports on the affairs of the Association, and transact any other business which is within the power of the Members. If an annual meeting has not been called and held within six months after the time designated for it, any Member may call the annual meeting.

Section 4.04: SPECIAL MEETINGS. Special meetings of the Members may be called by the President, by a majority of the Officers of the Association, or by fifty percent (50%) or more of the Members entitled to vote.

Section 4.05: NOTICE OF MEETINGS. A written or printed notice of each meeting, stating the place, day, and hour of the meeting, shall be given by the Secretary of the Association, or by the person authorized to call the meeting, to each Member of record entitled to vote at the meeting. This notice shall be given at least seven (7) days before the date named for the meeting, with the exception of Regular Monthly Meetings for which, once a firm date, time and place have been publicized to all the members, no further notice shall be required.

Section 4.06: QUORUM. At least 50% of the association membership present at any properly announced meeting shall constitute a quorum. If any meeting of Members cannot be organized because of a lack of Quorum, the Members who are present may adjourn the meeting from time to time until a Quorum is present.

ARTICLE V. VOTING.

Section 5.01: VOTING. All issues shall be decided by a majority vote of members present at the meetings.

Section 5.02: VOTING BY MAIL. Where Officers are to be elected by Members, or any changes in the Bylaws are to be voted on, or any other election is to be made whereby a count of the votes of all members may be desired, such election may be conducted by mail or by distribution ballot in such manner as the officers of the Association shall determine advisable.

ARTICLE VI. COMMITTEES.

Section 6.01: AUTHORIZATION TO ESTABLISH COMMITTEES. The Association may establish committees as deemed necessary to pursue its stated objectives. Members of Committees shall be appointed by the President.

ARTICLE VII. FINANCES.

Section 7.01: EXPENDITURES. Expenditures of funds amounting to over Two Hundred Dollars (\$200) in any month must be approved by majority vote of the Membership present at any properly-announced meeting of the Membership. Printing of the Neighborhood Newsletter, Neighborhood Informational Notices and the Neighborhood Directory are exempted by this rule.

Section 7.02: FINANCIAL REPORTS. Quarterly and Annual Financial Reports shall be prepared by the Treasurer and presented to the Members at the quarterly and annual meetings.

Section 7.03: BUDGET. The Board of Trustees shall from time to time, and at least annually shall prepare a budget for the Association, estimate the Common Expenses expected to be incurred, less any previous over assessments, and assess the Common Expenses to each Member. The budget shall provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Areas and personal property and equipment of the Association which must be replaced on a periodic basis.

Section 7.04: DETERMINATION OF COMMON EXPENSES. Common Expenses Shall Include:

- a. Expenses of administration
- b. Expenses of maintenance, repair, or replacement of Common Areas in the property and personal property and equipment of the association or other portions of the property required to be maintained by the Association pursuant to the Covenants and Restrictions, these Bylaws, and the Articles of Incorporation.
- c. Cost of Insurance or bonds obtained in accordance with these bylaws
- d. A general operating reserve, including an amount sufficient to cover the deductible under the property damage insurance policy.
- e. Reserve for replacements and deferred maintenance
- f. Any deficit in Common Expenses for any prior period.
- g. Utilities for the Common Areas and other utilities with a common meter or commonly billed, such as electricity or trash collection.
- h. Any other items properly chargeable as an expense of the Association.

Section 7.04: OBLIGATION TO PAY COMMON EXPENSES. All Members shall be obliged to pay Common Expenses assessed to them by the Board of Trustees on behalf of the Association pursuant to these Bylaws. Assessments may not be waived due to limited or nonuse of the Common Area or of a Member's Unit, and no Members may offset amounts owing or claimed to be owing by the Association to the Member against such Member's obligation to pay assessments. The Board of Trustees, on behalf of the Association shall assess the Common Expenses against the Members from time to time and shall take prompt actions as they deem advisable to collect from a Member and Common Expense due which remains unpaid for more than sixty (60) days from the due date for the payment. The Board may elect to round assessments to the nearest dollar. Common Expenses include but are not limited to exterior landscaped areas, parking lots, walking paths, exterior utilities, exterior siding, and roofing of the primary building.

Section 7.05: APPLICATION FEE. The Board of Trustees may assess a one-time fee of Two Hundred and Fifty Dollars (\$250) to be paid with each Member's application to cover related clerical Expenses.

SECTION 7.06: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In the case of any duly authorized capital improvement or maintenance need to the Common Areas or other proper association expenditures, the Board of Trustees may by resolution recommend separate assessments for the same, which must be approved by a vote of not less than sixty (60) percent of Members at a duly convened annual or special meeting of the Members, and the Proceeds of which shall be used only for the specific capital improvements or expenditures described in the resolution.

ARTICLE VIII. AMENDMENTS.

Section 8.01: PROCEDURE. These Bylaws may be amended by a two-thirds majority vote of the entire membership of the Members of the Association, provided seven days written notice of the proposed amendment and any associated meeting is given.

ARTICLE IX. ACCEPTANCE OF BYLAWS

Section 9.01: VOTING. Acceptance of these Bylaws shall be by a two-thirds majority vote of the entire membership of the Members of the Association, provided written copies of the Bylaws and written notice of the meeting is given to all Members at least seven days prior to the meeting.

ARTICLE X. NON-COMPLIANCE WITH BYLAWS.

Section 10.01: NON-COMPLIANCE PENALTIES. Noncompliance with the Bylaws of the Association may result in termination of membership for the offender, upon a two thirds majority vote by the membership of the Association. The Board of Trustees may utilize legal means and the enforcement thereof to resolve the Non-Compliance. Under no circumstance will noncompliance with any section of these Bylaws constitute the forfeiture of the rights of the Association to exist or the rights of the Association to enforce the Bylaws of the Association.

ARTICLE XI. RECORDS AND AUDITS.

Section 11.01: GENERAL RECORDS. The Board of Trustees, or duly appointed representative if any, shall keep detailed records of the actions of the Board of Trustees, minutes of the meetings of the Board of Trustees, and minutes of meetings of the Association. The Board of Trustees shall maintain copies of the rules, regulations, policies, and procedures adopted by the Association and the Board of Trustees. The Board of Trustees shall maintain a list of Owners entitled to vote at meetings of the Association.

Section 11.02: FINANCIAL RECORDS. The Board of Trustees or its designee shall keep financial records sufficient for proper accounting purposes.

Section 11.03: ASSESSMENT ROLL. The assessments roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and address of the owner or owners, the amount of each assessment against such Members, the dates and amounts in which the assessment comes due, the amounts paid upon the account, and the balance due on assessments.

Section 11.04: PAYMENT OF INVOICES. The Treasurer shall pay all invoices and similar bills or statements for all budgeted items and for any non-budgeted items up to \$1,000 signed by the president, or other persons authorized by the Board of Trustees. Any invoices and similar bills or statements for non-budgeted items in excess of \$1,000 shall require authorization of the Board of Trustees.

Section 11.05: REPORTS AND AUDITS. An annual financial statement consisting of a balance sheet and income and expenses statement for the preceding fiscal year shall be rendered by the Board of Trustees to

all Members. Sixty (60) percent of the Members may, at the expense of the Association, obtain an audit or review of the books and records pertaining to the Association and furnish copies thereof to the Members.

Section 11.06: NOTICE OF SALE, MORTGAGE, RENAL OR LEASE. Immediately upon the sale of any Lot, the Member shall promptly inform the secretary of the name and address of said purchaser or leasee.

Section 11.07 AVAILABILITY OF RECORDS. The Association shall make available to Members for inspection, current copies of the Articles, Bylaws, other rules and procedures concerning the property, amendments or supplements to such documents, and the books, records, financial statements and current operating budget of the Association. Upon written request, the Association shall make such documents, information, and records available to such persons for duplication during reasonable hours. The Association may charge a reasonable fee for furnishing copies of such documents, information, or records.

ARTICLE XII. INSURANCE

Section 12.01 TYPES OF INSURANCE. For the Benefit of the Association, and the Members, the Board of Trustees shall obtain and maintain at all times, and shall pay for out of the Common Expenses funds, such insurance as the Board of Trustees may determine to be advisable for the Association.

Section 12.02 TRUSTEES AND OFFICERS LIABILITY INSURANCE. The Association may maintain, if available at a reasonable cost, a policy of trustees' and officers' liability insurance with coverage in the amount of not less than One Million Dollars (\$1,000,000), subject to a reasonable deductible.

Section 12.03 INSURANCE BY UNIT OWNERS. Each Member shall be responsible for obtaining, at such Member's expense, insurance covering his or her property and against his or her liability.

ARTICLE XIII. ADDITIONAL REGULATIONS

Section 13.01 RENTAL OF UNITS. Each Individual Owner may choose, at their discretion, to rent their unit and utilize the rental management company of their choosing in compliance with local laws and regulations.

Section 13.02 PARKING AND STORAGE. Parking on the property shall be limited to owners, and active renters only, street parking may be utilized for visitors. Vehicles may not impede access to any other units. Camping trailers, RV's, boats, utility trailers, and recreational vehicles may not be parked on the property, however, they may be stored inside each unit's garage.

Section 13.03 STRUCTURAL MODIFICATIONS. No structural modifications may be made to the exterior of any unit. Telecommunications are excluded, so long as they don't permanently alter the siding or other exteriors of the building. Any structural changes to the interior of any unit must be permitted by a building permit issued by the local municipality, and accompanied by stamped engineer's drawings of such changes. All work must be performed by a licensed and insured Contractor.

Section 13.04 OCCUPANCY LIMITS. Occupants shall follow City of Moab Household Regulations.

SECTION 13.05 ANY OTHER REGULATIONS NOT LISTED ABOVE. All other Regulations in need of determination shall be voted on and passed by unanimous vote of the members and recorded as such.

THE CITY OF
MOAB



EST. 1902

Subdivision Matrix Table for Red Rock Retreat Condominium Subdivision

Municipal Code Analysis for the Subdivision Process

Section 16.12

Section	Code Provision	Compliance	Rationale
16.12	Preliminary Plat		
16.12.020	Description and Delineation		
A.	In a title block located in the lower right-hand corner the following shall appear: A. The proposed name of the subdivision;	Complies	
B.	The location of the subdivision, including: 1. Address, 2. Section, township and range;	Complies	
C.	The names and addresses of the owner, the subdivider, if different than the owner, and of the designer of the subdivision;	Complies	
D.	The date of preparation, scale (no less than one inch to equal one hundred feet) and the north point.	Complies	
16.12.030	Existing Conditions		
A.	The location of and dimensions to the nearest benchmark or monument;	Complies	
B.	The boundary line of the proposed subdivision indicated by a solid heavy line and the total acreage encompassed thereby;	Complies	
C.	All property under the control of the subdivider, even though only a portion is being subdivided. Where the plat submitted covers only a part of the subdivider's tract, a sketch of the prospective street system of the unplatted parts of the subdivider's land shall be submitted, and the street system shall be considered in the light of existing master street plans or other Planning Commission studies;	NA	There are no changes to the streets adjacent to this plat.
D.	The location, width and names of all existing streets within two hundred feet of the subdivision and of all prior platted streets or other public ways, utility rights-of-way, parks, and other public open spaces, permanent buildings and structures, houses or permanent easements, within and adjacent to the tract;	Complies	
E.	The location of all wells, proposed or active and abandoned within the tract and to a distance of at least one hundred feet beyond the tract boundaries;	NA	No wells are proposed to be used on the property
F.	Existing sewers, water mains, culverts or other underground facilities within the tract and the distance of at least one hundred feet beyond the tract boundaries including pipe sizes, grades, manholes and their exact location;	Complies	
G.	Existing ditches, canals, natural drainage channels and open waterways and proposed realignments;	Complies	
H.	Boundary lines of adjacent tracts or unsubdivided land, showing ownership where possible;	complies	
I	Contours at vertical intervals of not more than two feet, high water levels of all watercourses, if any, shall be indicated in the same datum for contour elevations and, without exception, shall be shown in the most current North American Vertical Datum (NAVD) available.	Complies	

Section	Code Provision	Compliance	Rationale
16.16.020	Description and Delineation		
	<p>The final plat shall show the following:</p> <p>A. The name of the subdivision;</p> <p>B. Accurate angular and linear dimensions for all lines, angles and curves used to describe boundaries, streets, alleys, easements, areas to be reserved for public use and any other important features;</p> <p>C. An identification system for all lots and blocks and names of streets. Lot lines shall show dimensions in feet and hundredths. Actual house numbers, as assigned by the City Engineer, shall be shown;</p> <p>D. True angles and distances to the nearest established street lines or official monuments, which shall be accurately described on the final plat and shown by appropriate symbols;</p> <p>E. Radii, internal angles, points and curvatures, tangent bearings and the length of all curves;</p> <p>F. The accurate location of all monuments and fire hydrants to be installed shown by the appropriate symbol. All United States, state, city or other official benchmarks, monuments or triangulation stations in or adjacent to the property, shall be preserved in precise position;</p> <p>G. Dedicate to the City all streets, highways, and other public lands included in the proposed subdivision;</p> <p>H. Pipes or other such physical monuments as shall be placed at each lot corner;</p> <p>I. Where it is proposed that streets be constructed on property controlled by a public agent or utility company, approval for the location, improvement and maintenance of such streets be obtained from the public agency or utility company and entered on the final plat in a form approved by the City Attorney.</p>	Complies	
16.16.030	Standard Forms to be Included		
	<p>The final plat shall contain the following:</p> <p>A. A registered professional engineer or land surveyors' "Certificate of Survey";</p> <p>B. The owners' "Certificate of Dedication";</p> <p>C. A notary public's "Acknowledgement";</p> <p>D. The City Planning Commission's "Certificate of Approval";</p> <p>E. The City Engineers' "Certificate of Approval";</p> <p>F. The utility supervisors' "Certificate of Approval";</p> <p>G. The City Attorney's "Certificate of Approval";</p> <p>H. The City Council's "Certificate of Approval";</p> <p>I. Certificate of filing to be completed by county recorder;</p> <p>J. The planning coordinator's "Certificate of Approval."</p>	Complies	

Section	Code Provision	Compliance	Rationale
17.19.020	New Condominium Developments New condominium developments shall be subject to all zoning and building code requirements generally applicable to new residential, commercial, or business development under the City code. An application for condominium development shall be processed under the applicable development review procedure except that a condominium shall not be subject to subdivision review procedures unless the development includes: a) common areas dedicated to public use; or b) condominium units that are not wholly contained within existing or proposed buildings.	Complies	There is common areas and limited access areas proposed on the plat.
17.79.040	Required Compliance with Existing Codes All structures subject to condominium conversion shall be brought into compliance with all building and zoning requirements prior to condominium plat approval, except that the Planning Commission shall have discretionary authority to grant special exceptions to compliance with zoning code requirements where the applicant demonstrates that: a) site constraints prevent full compliance; and b) public health and safety is not jeopardized; and c) and appropriate mitigation measures are provided by the applicant.	Complies	Went through Site Plan Review Level II and received Planning Commission Approval.
17.79.060	Plat and Declaration Approval All condominium developments shall include a condominium plat and condominium declaration complying with the provisions of the Utah Condominium Ownership Act. The proposed plat and declaration shall be submitted with the application for staff review prior to any applicable decision by the body having land use authority. The final plat for all condominium conversions shall include a signature block for the Planning Commission, City Planner, City Engineer, and City Attorney which must be executed prior to recording.	Complies	All required materials have been submitted
57-8-13	Condominium plat to be recorded.	Complies	