



Memorandum

To: Planning Commission
From: Eugenia Akiyom, Community Development Department
Date: September 11, 2026
Re: Watchman Subdivision Phase 1 – Plat Amendment

Background and Request

The applicants are requesting an amendment to the Watchman Subdivision Phase 1 plat to incorporate portions of the subdivision's existing common area into the adjoining individual lots.

The Watchman Subdivision was originally recorded with seven residential lots, a private road and bridge, and common area. In 2004, the **Fourth Amendment to the Restrictive Covenants** allocated specific portions of the common area to individual lot owners for their exclusive use, control, and responsibility. However, those changes were made through the restrictive covenants rather than through an amendment to the recorded subdivision plat. As a result, the affected areas have continued to be held in the name of the HOA even though individual lot owners have been responsible for their respective portions.

The purpose of the proposed plat amendment is to formalize that existing arrangement by adding the applicable common-area acreage to the corresponding lots. This will allow the individual owners to obtain title to the areas that have previously been allocated to them. The private road and bridge will remain under HOA ownership, and existing utility and irrigation easements are intended to remain in place. The amendment does not create any additional building lots, change existing addresses, or change the zoning of any property.

Staff Review

Subdivision plat amendments are governed by Springdale Town Code 10-14-11 and Utah Code 10-20-811. State law establishes requirements for an amended plat, including identification of the portion of the subdivision being amended, identification of the changes from the original plat, notice to affected property owners, preservation of applicable water and sewer easements, and required surveyor certifications.

The proposed amendment and supporting documents have been reviewed by **Town staff, the Town Engineer, and Town legal counsel**. The Town Engineer indicated that he had no substantive concerns with the proposal and noted that the utility easements appear to be maintained or enlarged. Minor labeling corrections identified through the review process were provided to the applicants, and a revised plat has been submitted. Town legal counsel also reviewed the proposal against the applicable Town and State subdivision amendment requirements.

The Town has provided notice of the proposed amendment to the affected property owners in accordance with the applicable State requirements. The applicants have also provided signed commitment letters from the participating lot owners.

Staff additionally notes that in the amended plat, both lots 6 and 7 are bisected by the road. Staff has not identified a provision of the applicable Town Code that prohibits this configuration. No change to the road is proposed as part of this plat amendment; the condition is noted for the Planning Commission's awareness.

The State Code allows a Land Use Authority to approve a plat amendment if it finds that there is good cause for the proposed plat amendment. The applicant has provided a statement explaining the reasons for the amendment. The amendment would bring the recorded subdivision plat into alignment with the allocation of common areas established through the Fourth Amendment to the subdivision's restrictive covenants

State Code Requirement	Town Code Requirement	Application
The amended plat must depict the portion of the subdivision proposed to be amended, include a plat name distinguishing the amended plat from the original plat, describe the differences between the amended plat and the original plat, and include references to the original plat.		Complies
The amended plat must include the required surveyor certification.		Complies
The amendment must identify and preserve applicable easements.		Complies
The Land Use Authority must find good cause for the subdivision amendment		Complies. The amendment formalizes the common-area allocations established through the Fourth Amendment to the subdivision's restrictive covenants by incorporating the applicable common-area acreage into the corresponding lots.
	A scaled drawing must show the proposed lot-line adjustment, including affected lots, adjacent streets, lot dimensions, and lot sizes before and after the adjustment.	Complies
	A legal description of the proposed lot-line adjustment must be prepared by a licensed surveyor.	Complies
	No new dwelling lot or housing unit may result from the lot-line adjustment.	Complies. No new lots or housing units are proposed.
	The exchange of title must not result in a violation of applicable zoning requirements.	Complies
	Any affected public utility easements must be vacated or modified as necessary to conform to the adjusted lot lines.	Complies

Planning Commission Action

The Planning Commission should review the proposed subdivision plat amendment and either approve or deny the application. The Commission may wish to use the following sample motion language:

The Planning Commission approves/ denies the proposed amendment to the Watchman Phase I subdivision plat. This motion is based on the following findings:

FINDINGS

Robert Tucker developed the Watchman Subdivision in 1995. The original plat included a road, bridge, 7 residential lots, and common area. Each Lot owner was initially to have use and enjoyment of the Common Area and be a member of the HOA per the initial covenants and restrictions dated September 1995.

Mr. Tucker found that as he tried to sell the lots, potential buyers of Lots 1 and 2 located on Zion Park Blvd., had no interest in being part of the HOA or enjoying the use of the Common Area open land that lies east of the Virgin River, nor the road (North Fork Drive) and Bridge. They did not want financial or legal responsibility for this land and the improvements. In response, Mr. Tucker created a series of Amendment 1,2, and 3, that first allowed him to change (carve out Lots 1 and 2) such that the only Common Area to which Lot 1 would have access was the land located between Lot 1 and the Virgin River. Likewise, the only Common Area to which Lot 2 would have access was the land located between Lot 2 and the Virgin River.

In 2004, to facilitate the sale of Lots 5,6, & 7, which are located on the east side of the Virgin River, Amendment 4 was passed by the HOA to further restrict the use of most of the Common Area (primarily located on the east side of the river). Each of the Lots 3 -7 were allocated specific sections of this Common Area for their exclusive use, control, and responsibility in perpetuity subject to utility easements, etc. Essentially, Amendment 4 granted constructive ownership to the owners of Lots 3- 7 without granting them title.

After the barn fire in November 2024, it became apparent to the owners of Lot 6 that the insurance policies that they carried for fire and liability were not adequate in that they did not cover land that was not titled in their name. Thus, although the owners had the responsibility to insure their portion of the common area, this was not something that could be accomplished and thus they and all the other owners of Lots 3 -7 held total financial responsibility for any accident, fire, etc. that might occur on their portion of allocated common area. Robert Tucker should have amended the plat instead of creating a complex series of amendments but he chose not to. Lot Owners 5, 6, and & 7 relied upon the 4th Amendment in their purchase of their properties in late 2004 and early 2005.

After consultation with their attorney and Town Staff, the owners of Lot 6 were advised that the best way to solve this problem was to amend the subdivision plat. Town Staff indicated that the road and bridge needed to continue to be held as Common Area, that all utility and irrigation easements remain unchanged, and that it was not necessary for any additional lots to be created in the plat amendment process. The new plat would allow for the owners of lots 3-7 to have title to the land that had been designated to them in the 4th Amendment. In discussing this potential solution with fellow lots owners, it was decided that the HOA which holds the title to the Common Area should also offer to the Owners of Lots 1 & 2 the option of having portions of the Common Area allocated to them as well.

The Owners of Lot 6, Bob Carlton and Pam Inghram, met in person and via phone with all of the Lot Owners and/or their financial representatives to explain the plat amendment process and the option for each Owner to participate if they chose to do so. All of the owners decided that the

plat amendment would be beneficial to them, such that they all agreed to participate and signed commitment letters instructing the HOA to include their lots in the process and committing to the HOA that they would share in the expense.

It is important to note that none of the Lot Owners are desirous of creating any new lots in this plat amendment process. Each Lot will maintain it's current address and zoning.

00900199 Bk 1670 Pg 0414
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2004 SEP 13 14:11 PM FEE \$27.00 BY RS
FOR: VALLEY TITLE CO

FOURTH AMMENDMENT TO RESTRICTIVE
COVENANTS OF WATCHMAN SUBDIVISION

RECITALS:

1. An official plat of Watchman Subdivision has been filed in the office of the Washington County Recorder, State of Utah.
2. By prior amendments to the Restrictive Covenants of Watchman Subdivision, the owners of Lots 1 and 2 do not have the right to use or the duty to maintain the common area of Watchman Subdivision except that portion of the common area which is located southeasterly of Lots 1 and 2 to the northwesterly side of the Virgin River.
3. Title to the common area is held by Watchman Subdivision Association, a Utah nonprofit corporation.
4. The Watchman Subdivision Association and the owners of Lots 3, 4, 5, 6, and 7 desire to designate certain portions of the common area to be used exclusively by each lot owner and to clarify what the responsibility of each lot owner is regarding maintenance of the common areas.

Therefore, the Watchman Subdivision Association and the owners of Lots 3, 4, 5, 6, and 7 agree to the following amendments to the Covenants, Conditions, and Restrictions of Watchman Subdivision recorded September 15, 1995, as entry number 509965, as amended January 8, 1996, and as amended November 6, 1996:

- A. The owners of Lots 3, 4, 5, 6, 7, and the back parcel will each pay one-sixth of the cost to maintain the utilities and the private road from the highway to the bridge; each owner of an additional future lot on the back parcel will also contribute in a manner that is consistent with the equal participation set forth in paragraph III. 1. of the restrictions. The owners of

Lots 5, 6, 7, and the back parcel will each pay one-fourth of the cost to maintain the utilities and the private road from the bridge to the cul-de-sac; each owner of an additional future lot on the back parcel will also contribute in a manner that is consistent with the equal participation set forth in paragraph III. 1. of the restrictions.

B. Paragraph IV. 1. of the restrictions is deleted and is replaced with the following paragraphs "C" through "G" of this Fourth Amendment.

C. Lot 3's Common Area: Subject to easements for utilities, the owner of Lot 3 will have exclusive use of the common area which abuts the southeast side of Lot 3 and extends to the westerly side of the Virgin River.

D. Lot 4's Common Area: Subject to easements for utilities, the owner of Lot 4 will have exclusive use of the common area which abuts the easterly side of Lot 4 and extends to the westerly side of the Virgin River.

E. Lot 5's Common Area: Subject to easements for utilities, the owner of Lot 5 will have exclusive use of the common area which abuts the westerly side of Lot 5 and extends to the easterly side of the Virgin River.

F. Lot 6's Common area: Subject to easements for utilities and an easement for an irrigation pipe that benefits Lot 7 and the back parcel, the owner of Lot 6 will have exclusive use of the common area which is generally located west of Lot 6 to the Virgin River. This common area is specifically described as follows: the northerly boundary is the private road running easterly from the bridge; the easterly boundary is the private road running southerly from the northwest corner of Lot 6; the southerly boundary is the existing boundary line between Lot 6 and Lot 7 extended in a straight line to the Virgin River; and the westerly boundary is the easterly side of the Virgin River. The owner of Lot 6 will also have exclusive use of the common area which is the strip of land located on the westerly side of the Virgin River which is south of Lot 4

and north of the existing boundary between Lots 6 and 7 extended in a straight line across the Virgin River.

G. Lot 7's Common Area: Subject to easements for utilities and an easement for an irrigation pipe that benefits the back parcel, the owner of Lot 7 will have exclusive use of all of the common area located south of the existing boundary between Lot 6 and Lot 7 extended in a straight line across the Virgin River. This includes the strip of land on the southwesterly side of the Virgin River.

H. Paragraph IV. 2. is deleted.

I. Paragraphs IV. 3. a., IV. 3. b., and IV. 3. c. are deleted.

J. Paragraph VI. 1. is amended to read: "The purpose of assessing Owners is limited to maintaining the utilities, road, and bridge in the manner specified in this Fourth Amendment.

K. Paragraph VI. 3. is deleted.

L. The words "Common Area" in the 7th line of paragraph VI. 4. are deleted and replaced with the words: "utilities, roads, and bridge in the manner set forth in this Fourth Amendment." The following sentence will also be added: "There will be no assessments related to the exclusive use by each owner of the common area that has been allocated to each lot by this Fourth Amendment."

M. Paragraph VI. 5. is deleted and replaced with the following: Monthly assessments, if any, will be limited to foreseeable maintenance and consistent with the apportioned costs set forth in this Fourth Amendment. The owners of Lots 5, 6, and 7 will choose a reasonable and simple manner to pay the electrical bill for the lift station.

N. Paragraph VI. 6. is deleted and replaced by the following: Each lot owner will pay the general property taxes on the common area that are already included in the tax assessments for each lot.

O. Paragraph VII. 2. is deleted and replaced with the following: Each lot owner will maintain that portion of the common area

which is allocated to each lot for exclusive use. The Association will maintain the road, bridge, and utilities in a manner consistent with this Fourth Amendment.

P. Paragraph VII. 4. a. is deleted and replaced with the following: Each lot owner will have the responsibility and option to insure improvements in that portion of the common area allocated to each lot for exclusive use. The Association may insure other property owned by the Association.

Q. Paragraph VII. 4. b. is deleted.

R. Paragraphs VIII. 1., VIII 4., and VIII. 9. are deleted.

S. Paragraphs IX. 1. through 7 are deleted.

T. The owners of Lots 3 through 7 will have an easement for foot traffic over the private road and the back parcel for the purpose of hiking to Zion National Park.

U. The owner of Lot 5, Shady Acres Inc., through its president Terry R. West has verbally assented to this Fourth Amendment, but may or may not join in the execution of it. The signatories to this Fourth Amendment agree that the signature of Terry West, as president of Shady Acres Inc. is not a condition precedent to the execution and recordation of this Fourth Amendment.

Dated this 2nd day of Sept., 2004.

Watchman Subdivision Association, a Utah nonprofit corporation

By: Mark A. Schraut
Mark A. Schraut, President and Trustee

By: Judith A. Schraut
Judith A. Schraut, Trustee

By: Robert M. Tucker
Robert M. Tucker, Trustee

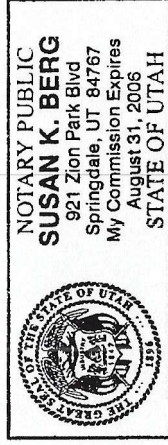
My commission expires: _____ Residing at: _____

State of Utah, County _____
On the _____ of _____ personally appeared before me
Terry R. West, President of Shady Acres Inc., the signer of this
document who duly acknowledged to me that he executed the
same.

_____, Notary Public
My commission expires: _____ Residing at: _____

State of Utah, County of Washington
On the 7th of September personally appeared before me
Mark A. Schraut and Judith A. Schraut, the signers of this
document, who duly acknowledged to me that they executed the
same.

Susan K. Berg, Notary Public
My commission expires: 8/31/06 Residing at: Springdale, Ut



Robert M. Tucker

Robert M. Tucker, owner of Lots 5, 6, 7, and the back parcel

Shady Acres Inc., a Utah corporation, owner of Lot 3

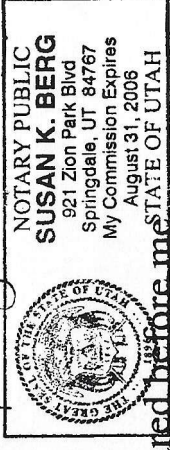
By: X
Terry R. West, Pres.

Mark A. Schraut and Judith A. Schraut
Mark A. Schraut and Judith A. Schraut, owners of Lot 4

State of Utah, County of WASHINGTON

On the 7th day of September personally appeared before me Mark A. Schraut and Judith A. Schraut, President and Trustee of Watchman Subdivision Association, the signers of this document who duly acknowledged to me that they executed the same.

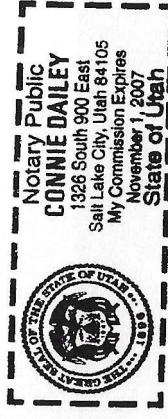
Susan K. Berg, Notary Public
My commission expires: 8/31/06 Residing at: Springdale, Ut

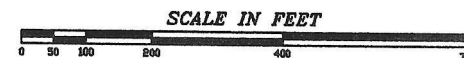
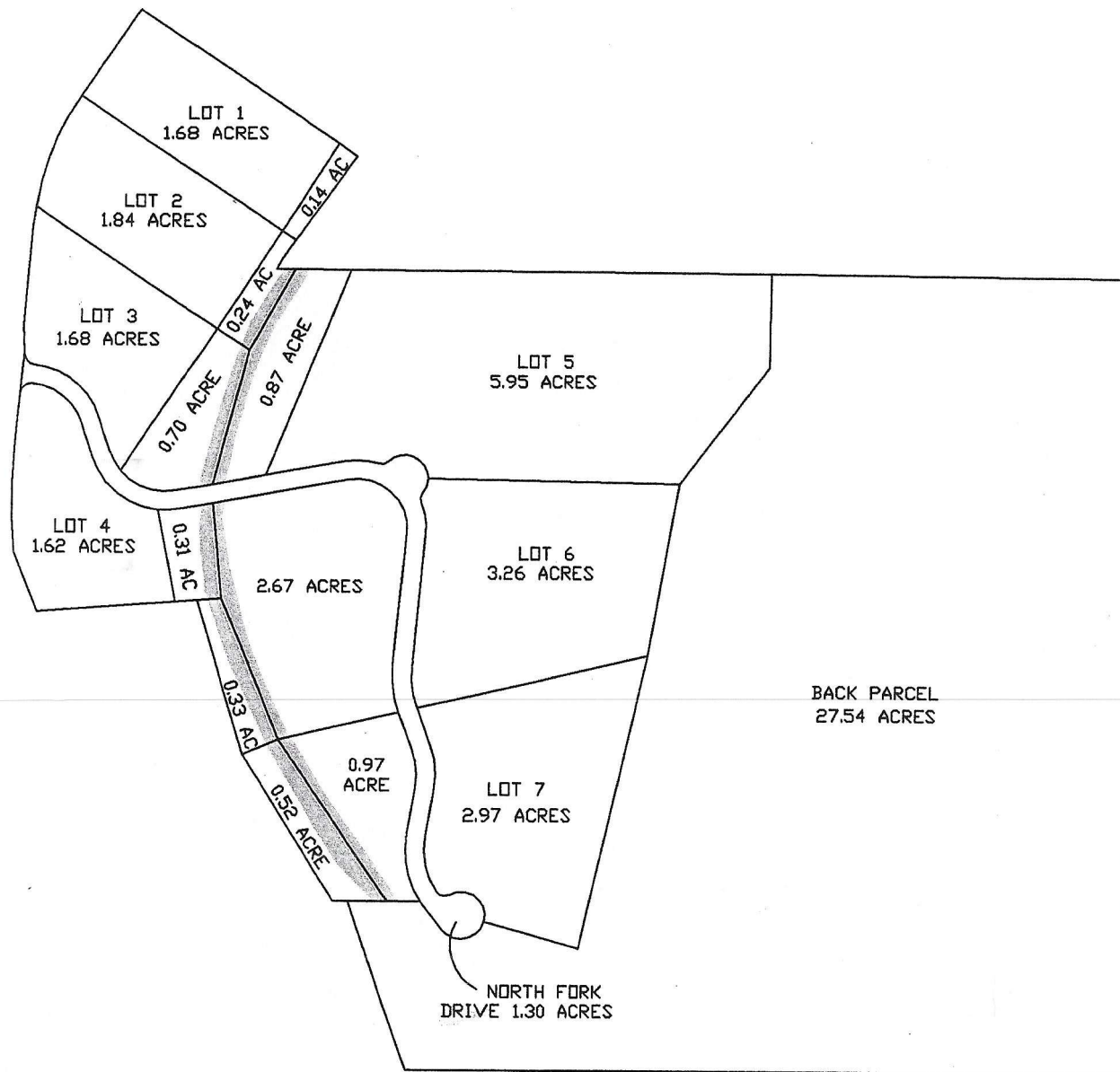


State of Utah, County of Salt Lake

On the 2nd day of Sept personally appeared before me Robert M. Tucker, as an individual and as Trustee Watchman Subdivision Association, the signer of this document who duly acknowledged to me that he executed the same.

Connie Dailey, Notary Public





**AREA DIAGRAM OF
WATCHMAN SUBDIVIAION**
LOCATED WITHIN SECTION 5
TOWNSHIP 42 SOUTH, RANGE 10 WEST
SALT LAKE BASE AND MERIDIAN

8/12/04	SHEET 1 OF 1	AREA DIAGRAM FOR BOB TUCKER		MARK A. SCHRAUT		DATE	REVISIONS
		LOCATED WITHIN SECTION 5 TOWNSHIP 42 SOUTH, RANGE 10 WEST SALT LAKE BASE AND MERIDIAN		PROFESSIONAL LAND SURVEYOR 100 NORTH FORK DRIVE SPRINGDALE UT 84097 PH 435-772-3223 FAX 435-772-3072			