

Ordinance No. 2018-64

AN ORDINANCE APPROVING AN EXTENSION OF THE NOVEMBER 9, 2017 APPROVAL OF THE SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED NAKOMA CONDOMINIUM PLAT LOCATED AT 11, 14, 17 AND 24 NAKOMA TERRACE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Nakoma Condominiums, located at 11,14,17 and 24 Nakoma Terrace, have petitioned the City Council for approval of an extension of approval of the Second Amendment to the First Amended and Restated Nakoma Condominium plat; and

WHEREAS, the property was properly posted and legal notice was sent to all affected property owners; and

WHEREAS, proper legal notice was published in the Park Record and the Utah Public Notice website according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on October 25, 2017, to receive input on the Second Amendment to the First Amended and Restated Nakoma Condominium plat;

WHEREAS, the Planning Commission, on October 25, 2017, forwarded a positive recommendation to the City Council to approve the proposed amended condominium plat according to findings of fact, conclusions of law and conditions of approval as stated in the Ordinance; and,

WHEREAS, the City Council on November 9, 2017, held a public hearing and approved the amended condominium plat; and,

WHEREAS, the applicant submitted a complete application requesting an extension of approval on November 7, 2018; and,

WHEREAS, it is in the best interest of Park City, Utah to conduct a public hearing and approve the extension of approval of the Second Amendment to the First Amended and Restated Nakoma Condominiums plat consistent with the Flagstaff Annexation and Development Agreement.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. An extension of the approval of The Second Amendment to the First Amended and Restated Nakoma Condominium Plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 11, 14, 17 and 24 Nakoma Terrace.
2. The Nakoma Condominiums are located in the RD-MPD zoning district.
3. The City Council approved the Flagstaff Mountain Development Agreement/Annexation Resolution 99-30 on June 24, 1999 and amended it in March of 2007. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities.
4. On September 11, 2002, the Planning Commission approved a Master Planned Development for the Flagstaff Mountain Resort Phase II that includes Pod B-1.
5. The approved MPD includes a maximum density assignment and conceptual site design for eighteen (18) detached single family units utilizing not more than 27 Unit Equivalents on Northside Village Subdivision II, Lot B (aka Nakoma Condominiums).
6. The Planning Commission approved an MPD amendment to Lot B on October 27, 2004, in which the UE count on Lot B increased from 27 to 45, while maintaining the same footprint and maximum house size requirements as previously approved.
7. The Planning Commission approved a second amendment to the Nakoma Master Planned Development on April 23, 2008. That amendment allowed for the combination of units 17 and 18 into a single unit of 7,500 square feet and further allowed the distribution of the square footage to the other un-built units. Units 1-16 still have a maximum footprint of 3,000 square feet while unit 17 (combined unit) is allowed a maximum footprint of 5,000 square feet. The total UE count remained unchanged and cannot exceed 45 UEs (90,000 square feet).
8. On April 23, 2008, the Planning Commission approved the third amendment to the MPD to remove the 5,000 square foot cap on the total square footage of each unit while maintaining the total square footage cap for the project (45 Unit Equivalents or 90,000 square feet of total square footage). That amendment would allow for variations in size from 4,300 to 5,750 square feet and also maintain the cap of 3,000 square feet on the footprint. The approved maximum building footprint for the units 1-16 detached single-family units on Northside Village Subdivision II, Lot B, is 3,000 square feet with a maximum house size between 4,300 square feet and 5,750 square feet (whether considered a Basement or Floor Area by LMC definition). An additional 600 square feet is allowed for a garage.
9. Unit 17 may be up to 7,500 square feet of total floor area (again, whether Basement or Floor Area as defined by the LMC) with a footprint not to exceed 5,000 square feet.
10. On November 11, 2009, the Planning Commission approved a Fourth Amendment to the MPD. The Fourth Amended MPD allows the following:
 - Units 1 and 2 combined into a duplex configuration, maximum footprint of 6,000 square feet.
 - Unit 17 (previously combined with unit 18 into one larger unit) with an option to become a duplex, returning the unit count back 18. As a duplex, footprint increases from 5,000 square feet to 6,000 square feet.
 - Reduce minimum unit size from 4,300 to 4,000 square feet.
 - Maintain maximum unit size at 5,750 square feet (except if unit 18 is not

- constructed as a duplex with unit 17 and 17 can be 7,500sf).
- Maximum cap of 45 Unit Equivalents remain.
11. The proposed amended record of survey is consistent with the approved and amended Master Planned Development for the Flagstaff Mountain Resort Phase II and the previous condominium plats requiring a re-platting of the units.
 12. Units 1 and 2 each consist of 4,712 square feet in total floor area, including basements but not including the garages. Units 7 and 8 each consist of 5,463 sf in total floor area not including the garages.
 13. Each unit has a garage less than 600 square feet and therefore no excess garage area is included in the total unit size.
 14. These units do not exceed the maximum unit size of 5,750 square feet.
 15. Units 1 and 2 each have a building footprint of 2,095 sf. The combined footprint is 4,190 square feet (not including decks, exterior stairways, or the common courtyard between them) which does not exceed the 6,000 square feet allowed.
 16. Units 7 and 8 each have a footprint of 2,993 square feet which is less than the 3,000 square feet allowed for each.
 17. The Total Unit Equivalents consumed in these four units is 10.176 UE (20,350 sf). With the 20.70 UE from the First Amendment there are now a total of 30.876 UE platted between the 4 Units of this plat and the previous 8 Units. There are 14.124 UE (28,248 square feet) remaining for units 3, 4, 5, 6 and 17.
 18. Two parking spaces are required and provided for each unit.
 19. The Flagstaff Density Summary already indicates that a total of 18 units and 45 UE are platted in the Nakoma development. The Summary is updated when certificates of occupancy are issued.

Conclusions of Law:

1. There is good cause for this extension of approval of the amended condominium plat.
2. The amended condominium plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed amended condominium plat.
4. Extension of approval of the amended condominium plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the amended condominium plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the amended condominium plat at the County within one year from the date of City Council approval of the extension (by December 11, 2019). If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All conditions of approval of the Flagstaff Annexation and Development Agreement,

as amended, and the Flagstaff Mountain Resort Phase II (Pod B-1) Master Planned Development, as amended, and the Northside Village Subdivision II plat shall continue to apply.

4. All applicable notes, easements and requirements of the First Amended and Restated Nakoma Condominium plat continue to apply and shall be shown and noted on the plat prior to recordation.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

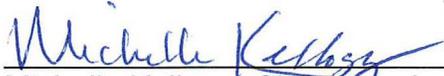
PASSED AND ADOPTED this 11th day of December, 2018.

PARK CITY MUNICIPAL CORPORATION



Andy Beerman, MAYOR

ATTEST:

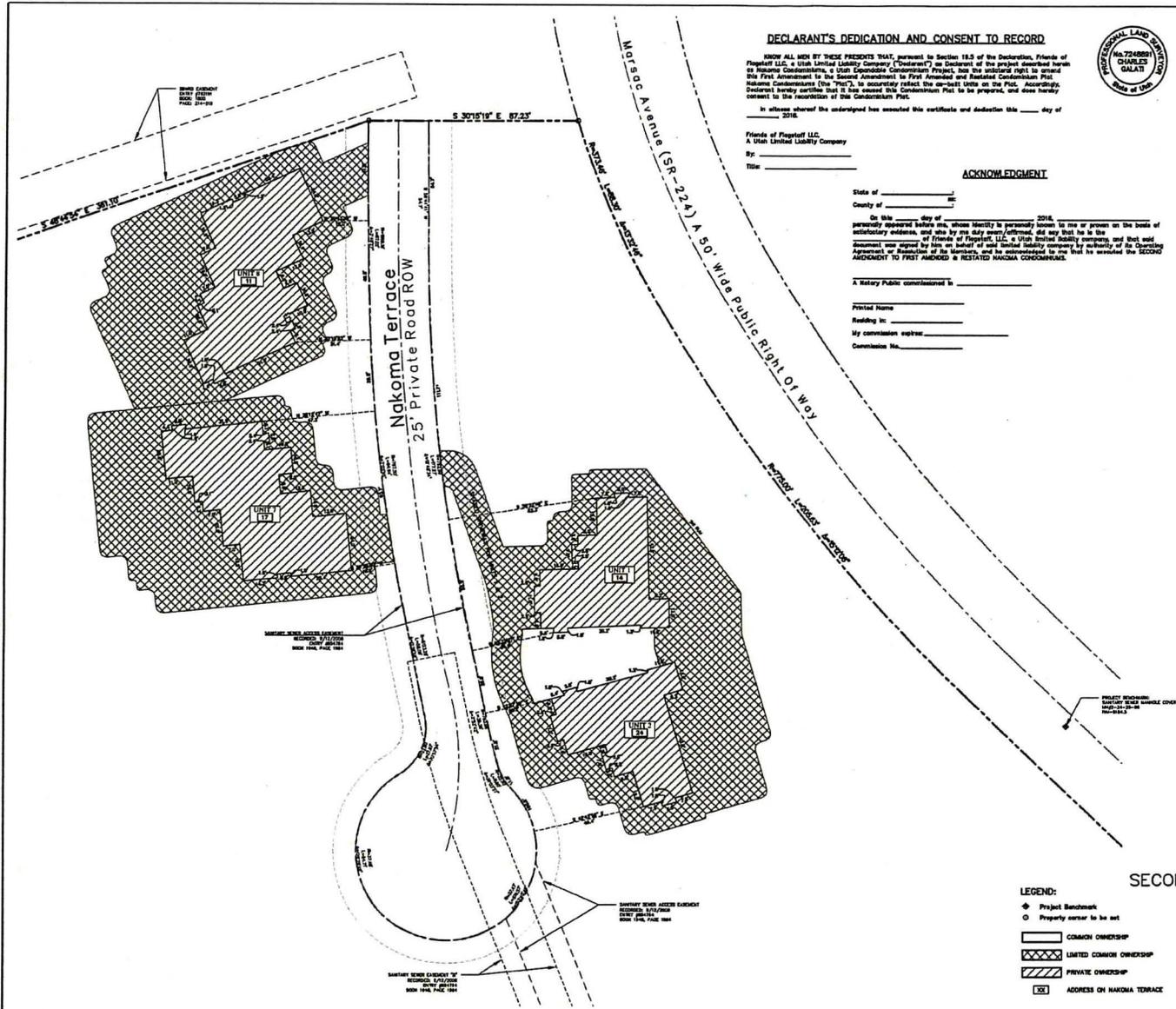

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:


Mark Harrington, City Attorney

Exhibits

Exhibit A – Proposed Amended Condominium plat



DECLARANT'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, pursuant to Section 18.5 of the Declaration, Friends of Flagstaff LLC, a Utah Limited Liability Company ("Declarant") on behalf of the project described herein as Nakoma Condominiums, a Utah Expandable Condominium Project, has the undivided right to amend this First Amendment to the Second Amendment to First Amended and Restated Condominium Plat, Nakoma Condominiums (the "Plat"), to accurately reflect the as-built units on the Plat. Accordingly, Declarant hereby certifies that it has caused this Condominium Plat to be prepared, and does hereby consent to the recording of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and declaration this ____ day of 2018.

Friends of Flagstaff LLC,
A Utah Limited Liability Company
By: _____
Title: _____

ACKNOWLEDGMENT

State of _____
County of _____

On this _____ day of 2018,
personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn (affirmed, did say that he is the _____ of Friends of Flagstaff LLC, a Utah limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of the Operating Agreement or Resolutions of the Members, and he acknowledged to me that he executed the SECOND AMENDMENT TO FIRST AMENDED & RESTATED NAKOMA CONDOMINIUMS.

A Notary Public commissioned in _____
Printed Name: _____
Residing in: _____
My commission expires: _____



SURVEYOR'S CERTIFICATE

I, Charles Galet, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 72488 as provided by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner(s), the Second Amendment to First Amended and Restated Condominium Plat of NAKOMA CONDOMINIUMS, a Utah Expandable Condominium Project, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown herein is correct.

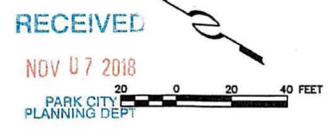
BOUNDARY DESCRIPTIONS

Unit Nos. 1, 2, 7 and 8, contained within the FIRST AMENDED AND RESTATED NAKOMA CONDOMINIUMS, as the same is identified in the Record of Survey Map recorded in Summit County, Utah, as Entry No. 08127, in Book 141, at Page 181, and in the Declaration of Covenants, Conditions and Restrictions and Rules of Nakoma (An Expandable Condominium Project), recorded in Summit County, Utah, on August 22, 2004, as Entry No. 78353, in Book 161, at Page 174, of the official records, and of amendments thereto.

Together with: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit; (b) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit and in the composition of the Common Areas and Facilities in which said interest relates; (c) The undivided right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit; and (d) The non-assignable right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be amended) in accordance with the attached Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

NOTES:

- A Fourth Amendment to Declaration of Condominium for Nakoma ("Declaration") is being recorded concurrently herewith in accordance with the Utah Condominium Act. All amendments within the Nakoma Condominium Project are subject to said Declaration. The boundary lines of each Unit on an as-built map on the Plat, upon the completion of such building and ("Completed Unit"), the boundaries of each Unit shall be substantially conformed to the boundaries of the undivided and/or undivided interior surfaces of the Completed Unit's particular walls, ceiling walls, basement floor, separate entry and the interior surfaces of windows and doors. Subject to Park City entrance in place at the time, the Declarant has the obligation to amend this Plat after construction to reflect the as-built units of the Completed Units, Common Areas and Limited Common Areas. Units otherwise approved by Park City: (i) the finished floor of each Completed Unit shall not exceed 2,000 square feet; (ii) the total square footage of the Completed Unit shall be not less than 4,300 square feet nor more than 8,700 square feet; (iii) each Completed Unit may have a garage containing up to 800 square feet (any garage is a maximum of 800 square feet shall be included within the maximum square footage allowed for the Completed Unit); (iv) the total Unit Expendable developed in the Nakoma Condominium Project shall not exceed 45, and the 17 Completed Units shall be deemed to remain all Unit Expendables. For this purpose, Unit Expendable shall be determined by taking the maximum square footage of all Completed Units (including garage space of up to 800 feet per unit), dividing by 2,000 and rounding up to the nearest tenth. For the purpose of this limit, square footage shall be calculated from the inside surface of the interior boundary walls of each Completed Unit (including basement space that would otherwise be excluded from "Floor Area" as defined by the Land Management Code), but excluding all structural walls and components not set on a grade, such as, but not limited to, base plates, anchors and the walls enclosing such facilities. The provisions of this Note shall amend and supersede the provisions of the same of prior plats of Nakoma that are inconsistent with these provisions.
- A Limited Common Area of not more than 25' from the rear boundary of each Completed Unit and 10' on the sides and front of the Completed Unit ("Buffer Area") and also include the paths and driveway for that unit and a 7' space below the lowest finished floor for the purpose of providing utility access shall be Common Area. The use of all Limited Common Areas is described in more detail in the Declaration of Condominium.
- The Snyderville Basin Water Reclamation District is hereby granted a perpetual non-exclusive easement over all portions of the Common Area and Limited Common Area for the purpose of installing, operating, and maintaining sewer lines and for any other reasonably related purpose.
- Units 1-17 are served by private wastewater lateral lines. The Empire Power leader/Inventories Association, Inc. (the "Wastewater Association") shall be responsible for the maintenance and replacement of all sanitary sewer laterals serving the Nakoma Units within the plat. The cost of such maintenance and replacement shall be paid by Nakoma Owners Association, Inc. on part of the Common Expenses.
- At the time of any reworking of Nakoma Terrace, the Master Association shall be responsible to adjust wastewater members to grade according to Snyderville Basin Water Reclamation District Standards.
- All finished Common Area and Facilities are delivered as a non-assignable easement to Park City Municipal Corporation, Snyderville Basin Water Reclamation District (SBWRD), Park City Fire Protection District, Summit County and the Inland Empire Owners Association, Inc. for the purpose of providing access for utility and drainage installation, use, and maintenance and related replacement.
- Access to the utility is by private roads and is not controlled by Park City.
- All property corners to be set along the particular boundary as shown herein.
- Except as expressly provided by this plat amendment, the First Amended and Restated Condominium Plat of Nakoma Condominiums shall remain in full force and effect and shall not be amended, amended, or otherwise interpreted by the recording of this Second Amendment to First Amended & Restated Condominium Plat of Nakoma Condominiums.
- Each building is required to conform to the 25'-0" height requirement of the SD zone.
- The dimensions of the private spaces and square footage calculations are based upon drawings supplied by Jack Thomas Architects, P.C. The square footage shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration. Such calculations typically differ from those shown on the 2017 SD map.
- Certain spaces on the plat are designated as "Non-Constructed Area". Such spaces may not be occupied and may not be constructed to build upon. Non-Constructed Area shall be included in calculating the square footage of a Unit for any purpose, including calculation of the maximum house size set forth in Rule 2, above, or the calculation of Unit Expendables.
- All conditions of approval of the Flagstaff Association and Development Agreement, as amended, and the Flagstaff Mountain Resort Plat 2 (Plat 8-1) Master Planned Development, as amended, including, without limitation, the SPD Attachment and November 11, 2008, which, among other things, amend Units 1 and 2 to be built on a duplex and the Northside Water Substation 2 plat shall continue to apply.
- Two parking spaces are required for each Completed Unit.
- This plat amendment is subject to the Conditions of Approval in Ordinance 2017-45.



SECOND AMENDMENT TO FIRST AMENDED & RESTATED
CONDOMINIUM PLAT
NAKOMA CONDOMINIUMS
A UTAH EXPANDABLE CONDOMINIUM PROJECT
LOCATED IN THE NORTHWEST QUARTER OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

ANCE
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2647 Park City, Utah 84060-2647
(435) 848-9467

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2018
BY _____ S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 23TH DAY OF OCTOBER, 2017
BY _____ CHAIR

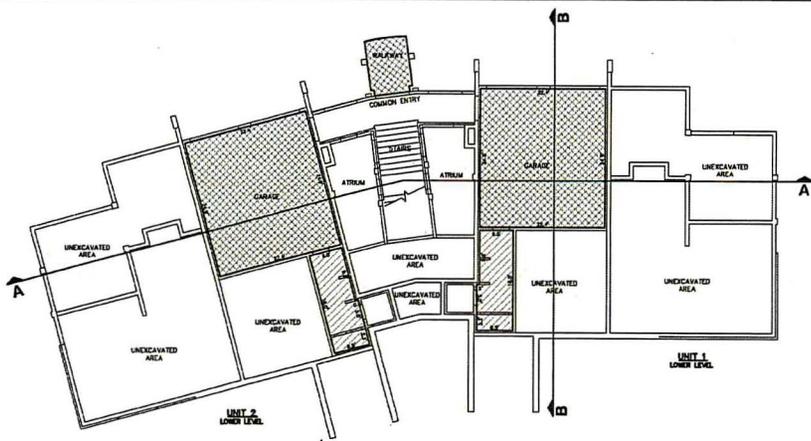
ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2018
BY _____ PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____ DAY OF _____, 2018
BY _____ PARK CITY ATTORNEY

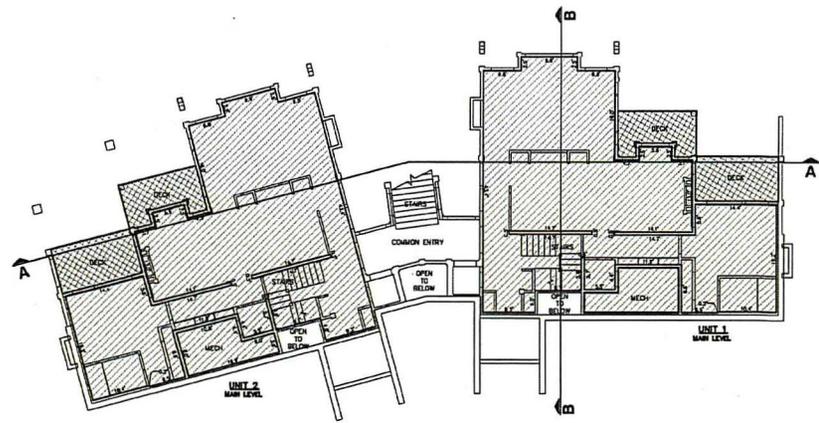
COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 9TH DAY OF NOVEMBER, 2017
BY _____ MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS CONDOMINIUM PLAT WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF NOVEMBER, 2017
BY _____ PARK CITY RECORDER

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
FEE _____ RECORDER _____
TIME _____ DATE _____ ENTRY NO. _____



1 LOWER LEVEL - UNITS 1 & 2
SCALE: 1" = 10'



2 MAIN LEVEL - UNITS 1 & 2
SCALE: 1" = 10'

- COMMON AREA EASEMENT/ OWNER ACCESS EASEMENT
- PRIVATE OWNERSHIP UNIT
- LIMITED COMMON OWNERSHIP

*A LIMITED COMMON AREA EXTENDS 30 FEET FROM THE REAR AND 10 FEET FROM THE SIDE AND FRONT BOUNDARY OF EACH COMPLETED UNIT AS SHOWN ON SHEET "1" THE AREA EXTENDING TO 7 FEET BELOW THE LOWEST FINISHED FLOOR IS ALSO CONSIDERED LIMITED COMMON

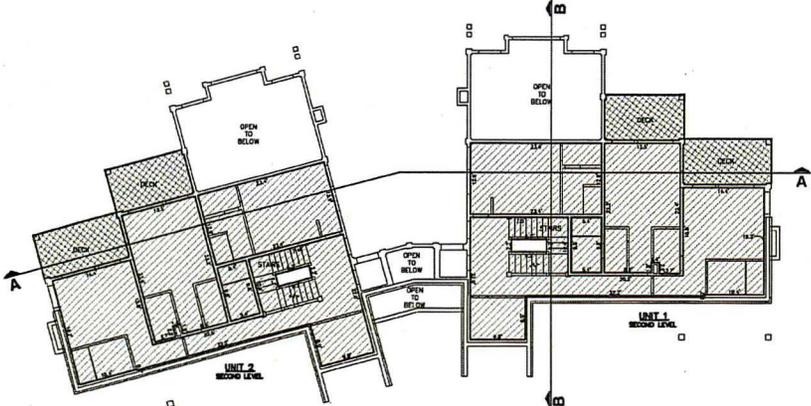
UNIT #1 SQUARE FOOTAGE TABLE

LEVELS	SQUARE FOOTAGE
LOWER	111 SF
MAIN	1656 SF
SECOND	1325 SF
THIRD	950 SF
TOTAL	4042 SF
GARAGE	558 SF

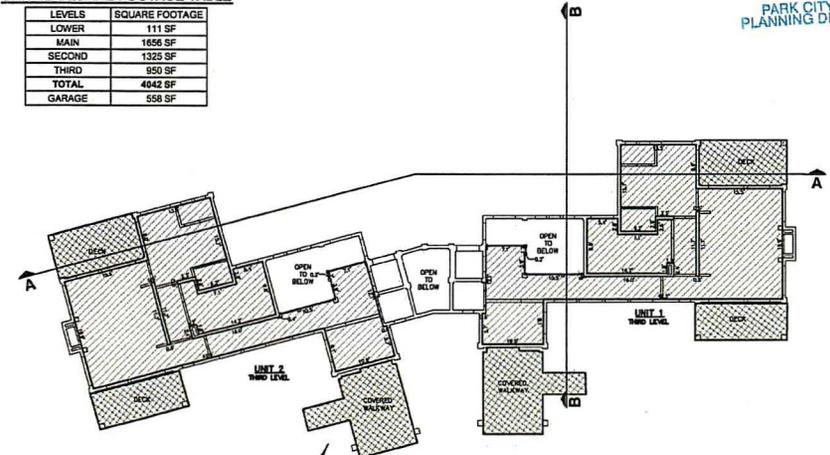
UNIT #2 SQUARE FOOTAGE TABLE

LEVELS	SQUARE FOOTAGE
LOWER	111 SF
MAIN	1656 SF
SECOND	1325 SF
THIRD	950 SF
TOTAL	4042 SF
GARAGE	558 SF

RECEIVED
NOV 07 2018
PARK CITY
PLANNING DEPT.



3 SECOND LEVEL - UNITS 1 & 2
SCALE: 1" = 10'



4 THIRD LEVEL - UNITS 1 & 2
SCALE: 1" = 10'

SECOND AMENDMENT TO FIRST AMENDED & RESTATED
CONDOMINIUM PLAT

NAKOMA CONDOMINIUMS

LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH

PAGE 2 OF 3

JOB NO.: 10-3-17 FILE: K:\Projects\Utah\Utah\Utah\2017\100317.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

FEE _____ RECORDER _____

TIME _____ DATE _____ ENTRY NO. _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, Daniel Brucknerhoff and Joanne Brucknerhoff, husband and wife as joint tenants, as to Unit 1, hereby certify that they have caused this plat amendment to be prepared and hereby consent to the recording of this plat amendment.

In witness whereof, the undersigned set his hand this _____ day of _____, 2018. In witness whereof, the undersigned set her hand this _____ day of _____, 2018.

By: Daniel Brucknerhoff By: Joanne Brucknerhoff

ACKNOWLEDGMENT

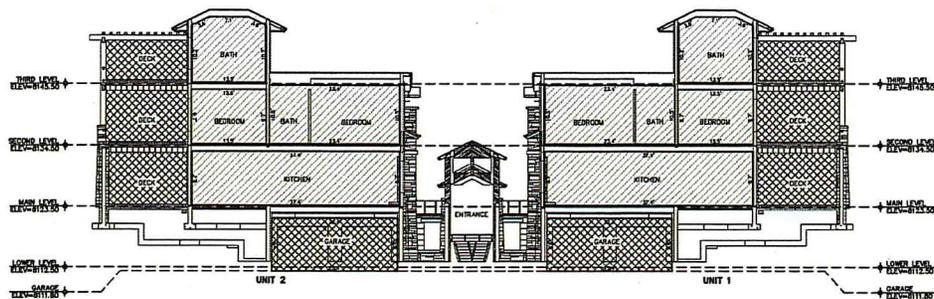
State of: _____
County of: _____
On this _____ day of _____, 2018, Daniel Brucknerhoff personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed the SECOND AMENDMENT TO FIRST AMENDED & RESTATED NAKOMA CONDOMINIUMS plat amendment.

Notary Public
Printed Name _____
Residing in: _____
My commission expires: _____
Commission No.: _____

ACKNOWLEDGMENT

State of: _____
County of: _____
On this _____ day of _____, 2018, Joanne Brucknerhoff personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that she acknowledged to me that she executed the SECOND AMENDMENT TO FIRST AMENDED & RESTATED NAKOMA CONDOMINIUMS plat amendment.

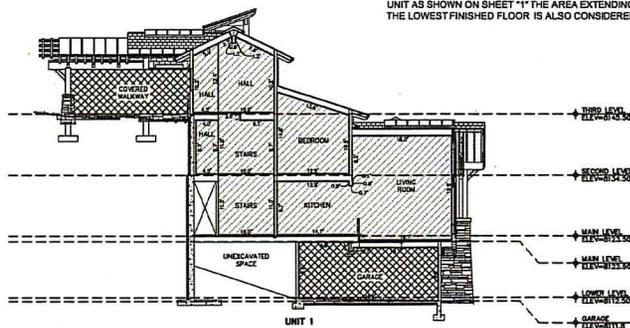
Notary Public
Printed Name _____
Residing in: _____
My commission expires: _____
Commission No.: _____



A BUILDING SECTION - UNITS 1 & 2
SCALE: 1" = 10'

- COMMON AREA
- PRIVATE OWNERSHIP UNIT
- LIMITED COMMON OWNERSHIP

*A LIMITED COMMON AREA EXTENDS 30 FEET FROM THE REAR AND 10 FEET FROM THE SIDE AND FRONT BOUNDARY OF EACH COMPLETED UNIT AS SHOWN ON SHEET "1" THE AREA EXTENDING TO 7 FEET BELOW THE LOWEST FINISHED FLOOR IS ALSO CONSIDERED LIMITED COMMON



B BUILDING SECTION - UNIT 1
SCALE: 1" = 10'

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT Adam R. De Vane and Sheryl L. De Vane, Trustees of the De Vane Family Trust, dated January 8, 1983, as to Unit 2, hereby certify that they have caused this plat amendment to be prepared and hereby consent to the recording of this plat amendment.

In witness whereof, the undersigned set his hand this _____ day of _____, 2018. In witness whereof, the undersigned set her hand this _____ day of _____, 2018.

By: Adam R. De Vane, Trustee By: Sheryl L. De Vane, Trustee

ACKNOWLEDGMENT

State of: _____
County of: _____
On this _____ day of _____, 2018, Adam R. De Vane personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is a Trustee of the De Vane Family Trust, dated January 8, 1983, and that said document was signed by her on behalf of said Trust by authority of the Trust, and she acknowledged to me that she executed the SECOND AMENDMENT TO FIRST AMENDED & RESTATED NAKOMA CONDOMINIUMS.

Notary Public
Printed Name _____
Residing in: _____
My commission expires: _____
Commission No.: _____

ACKNOWLEDGMENT

State of: _____
County of: _____
On this _____ day of _____, 2018, Sheryl L. De Vane personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is a Trustee of the De Vane Family Trust, dated January 8, 1983, and that said document was signed by her on behalf of said Trust by authority of the Trust, and she acknowledged to me that she executed the SECOND AMENDMENT TO FIRST AMENDED & RESTATED NAKOMA CONDOMINIUMS.

Notary Public
Printed Name _____
Residing in: _____
My commission expires: _____
Commission No.: _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT Friends of Flagstaff, LLC, a Utah limited liability company, as to Unit 7, hereby certifies that it has caused this plat amendment to be prepared and hereby consent to the recording of this plat amendment.

In witness whereof the undersigned has executed this certificate and dedication this _____ day of _____, 2018.

Friends of Flagstaff, LLC
a Utah limited liability company
By: _____
Title: _____

ACKNOWLEDGMENT

State of: _____
County of: _____
On this _____ day of _____, 2018, _____ personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the _____ of Friends of Flagstaff, LLC, a Utah limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its directors, and he/she acknowledged to me that he/she executed the SECOND AMENDMENT TO FIRST AMENDED & RESTATED NAKOMA CONDOMINIUMS.

A Notary Public commissioned in _____
Printed Name _____
Residing in: _____
My commission expires: _____
Commission No.: _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT Steve Scutson and Marilee Scutson, joint tenants, as to Unit 8, hereby certify that they have caused this plat amendment to be prepared and hereby consent to the recording of this plat amendment.

In witness whereof, the undersigned set his hand this _____ day of _____, 2018. In witness whereof, the undersigned set her hand this _____ day of _____, 2018.

By: Steve Scutson By: Marilee Scutson

ACKNOWLEDGMENT

State of: _____
County of: _____
On this _____ day of _____, 2018, Steve Scutson personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed the SECOND AMENDMENT TO FIRST AMENDED & RESTATED NAKOMA CONDOMINIUMS.

Notary Public
Printed Name _____
Residing in: _____
My commission expires: _____
Commission No.: _____

ACKNOWLEDGMENT

State of: _____
County of: _____
On this _____ day of _____, 2018, Marilee Scutson personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that she acknowledged to me that she executed the SECOND AMENDMENT TO FIRST AMENDED & RESTATED NAKOMA CONDOMINIUMS.

Notary Public
Printed Name _____
Residing in: _____
My commission expires: _____
Commission No.: _____



SECOND AMENDMENT TO FIRST AMENDED & RESTATED
CONDOMINIUM PLAT
NAKOMA CONDOMINIUMS

JOB NO.: 10-3-17 FILE:K:\Vpms\yong\yong\2017\100317.dwg PAGE 3 OF 5

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
FEE _____ RECORDER _____
11/7/18 TIME _____ DATE _____ ENTRY NO. _____