Aventura Agreement Changes

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2/18/26

Recitals

Recitals – p1 – D: Says "The site angle may be reflected as Exhibit C of Figure 2.B on Old Hwy 91" but Exhibit C shows renderings for a different development (nightly rentals in Santa Clara) and the rendering is for a building with a 30 foot height. We are missing something.

Recitals – p1 – L: Says "constructed in accordance with the Design and Construction Standards" should be specific and say "Chapter 18 – Multi-Family Residential Design Guidelines and Standards" (see Development Agreement comments on page 3).

Conditions

#1: Use the property manager requirements in city code for the Short Term Overlay District in section 16.07.806 (1) (b): "shall respond to complaints and concerns within one (1) hour of any phone call." The proposed wording says "**shall use commercially reasonable efforts** to respond to complaints and concerns within one (1) hour of any phone call." Change to follow code.

#2: The 25 foot limit is already in code so it does not need to be stated here. HOWEVER, the code says in definitions: BUILDING HEIGHT: The vertical distance from the natural or finished grade, whichever is lower, to the highest point of the building or structure. (16.34.102). The proposed wording measures from pad elevation. Change to follow code.

Add Conditions:

Note: All of these conditions were added to the Mojave Village agreement, except "trash" (#6) language was for their centralized dumpsters vs. what appears to be curbside for Aventura, and "signage" (#10) was for centralized mailboxes which I don't see on the preliminary plan – change in needed.

1. **Bedrooms**. The development will have no more than ___ bedrooms and no unit shall have more than ___ bedrooms. (We were given floor plans for a Santa Clara development, not for Aventura.)
2. **New: Interim Maintenance**. If construction is suspended for more than six months, the Developer shall implement and maintain interim measures (such as dust control, stormwater management, temporary landscaping and stabilization, and basic site clean-up) to prevent adverse impacts to adjacent properties, roadways, public infrastructure and neighborhood character.
3. **Rooftop Restrictions**. Rooftop decks, rooftop patios, or any other rooftop occupiable spaces are prohibited.

4. **Occupancy Limits**. Maximum occupancy shall not exceed two (2) persons per bedroom, plus two (2) additional persons per unit, unless otherwise limited by applicable Fire Code.

5. **Events and Commercial Uses**. Events, weddings, ceremonies, corporate retreats, or large gatherings are prohibited unless expressly approved in writing by the City. Outdoor amplified sound is prohibited at all times.

6. **Trash**. Is it curbside? If so: All trash and recycling containers shall be stored within enclosed garages or screened side-yard enclosures not visible from public streets. Containers may be placed curbside no earlier than 6:00 PM on the evening prior to scheduled collection and must be returned to approved storage locations no later than 9:00 PM on the day of collection. The Property Manager shall be responsible for ensuring compliance.

7. **Maintenance**. Landscaping, lighting, parking areas, and all exterior improvements shall be continuously maintained in good condition. The management entity shall be responsible for correcting any deficiencies in a timely manner.

8. **Property Management Structure.** Clarify that the property shall be managed by a single management entity and the management entity shall maintain sufficient staffing and authority to comply with the response, enforcement, and monitoring requirements of this Agreement.

9. **Licensing and Taxes**. The management entity shall maintain all required City business licenses and a valid Utah sales tax license. All applicable transient room taxes shall be collected and remitted in accordance with Utah law and City ordinance. Proof of compliance shall be provided annually upon license renewal.

10. **Signage and Contact Information**. Each unit shall display a City-approved sign (maximum 12 inches by 18 inches) containing: Name and 24-hour phone number of the Responsible Party; maximum permitted occupancy of the unit; trash and parking instructions.

11. **Records and Inspection**. The management entity shall maintain accurate records sufficient to demonstrate compliance with the operational requirements of this Agreement, including occupancy limits, booking activity, and tax remittance. Upon reasonable request, such records shall be made available for inspection by authorized City personnel during normal business hours. Records may be provided electronically.

12. **Quiet Hours and Noise**. Quiet hours shall be enforced from 10:00 PM to 7:00 AM in all common and outdoor areas. No resident or guest shall create or permit a nuisance as defined by City Code.

13. **Guest Behavior and Conduct**. Prohibited conduct includes: Events or large gatherings; outdoor amplified sound; use of RVs, trailers, or tents for occupancy; garage conversions or lock-off rooms that create additional unapproved units.

14. **Centralized Guest Control**. Management shall maintain systems for: Guest occupancy tracking; vehicle tracking; house rules acknowledgment; emergency contact information.

15. **Security and Operational Monitoring**. The Project shall implement a City-approved security and operational monitoring plan to address routine site management issues associated with short-term rental activity. The plan shall be supplemental to, and shall not replace, municipal police services and shall include, at a minimum: (a) periodic evening or nighttime site monitoring; (b) incident logging and reporting to management; and (c) monitoring and enforcement of parking restrictions and quiet-hour requirements.

16. **Management Enforcement Authority**. The management entity shall adopt and implement written enforcement mechanisms reasonably designed to deter and correct violations of Project rules and City Code. Such mechanisms shall include, at a minimum: (a) meaningful fines or penalties for violations; (b) escalating consequences for repeated or serious violations; and (c) authority to terminate occupancy and require removal of guests for repeated or serious violations. Failure of the management entity to meaningfully enforce such mechanisms shall constitute a violation of the Conditional Use Permit.

17. **Liability and Enforcement**. The owner shall be liable for violations of this Agreement, the Conditional Use Permit, and applicable City Code. Repeated or material violations, or failure to timely correct violations after notice, may result in enforcement actions as provided by City Code, including civil penalties, suspension of short-term rental operations for affected units, or revocation of the Conditional Use Permit, following notice and an opportunity to be heard. In addition to civil penalties the City may suspend short term rental operations for individual units for repeated or material violations. For the purpose of enforcement, repeated violations may include 3 or more substantiated violations within a rolling 12 month period or a pattern of violations demonstrating ineffective management. The length of time suspending rental rights will be for 90 days. Each unit will have its own license that can be acted on individually.

18. **City Access and Inspection**. Management shall provide occupancy and guest logs upon City request. Authorized City personnel may enter common areas of the Project during reasonable hours to verify compliance.

19. **Guest Education**. The management entity shall provide all guests with written “Good Neighbor” information regarding: Parking restrictions; noise and quiet hours; water conservation; trash procedures; emergency contacts; rules of conduct; penalties for violations.

Development Agreement

#2 b: Six of the seven items in this section are handled in more detail in Chapter 18 of our city code (items I through vi). Item vii is not in Chapter 18. Revise 2b as follows:

#2 b i: The City Code Chapter 18 Multi-Family Residential Design Guidelines And Standards shall be part of the project plans. However, metal detailing and accent may be used (i.e. copper, rusted steel patina) on a case-by-case basis if approved by the City.

#2 b ii: (this was vii) Fire access / turnaround and fire hydrant shall be installed in compliance with the fire code adopted by the City.

Why Chapter 18 matters:

The developer's language does not expressly replace Chapter 18, but by listing only seven specific design items without stating that Chapter 18 still fully applies, it creates ambiguity about whether those seven items are the only enforceable design standards for the project. That ambiguity could later be used to argue that broader Chapter 18 requirements were not part of the negotiated approval. Chapter 18 is much more detailed. For example:

- Exterior Materials. Requires materials to be compatible with surrounding development and the natural desert environment and prohibits unfinished gray block and metal siding, which the proposed language does not expressly address.

- Exterior Colors. Requires a minimum of two wall surface colors or materials and limits excessive contrast with natural surroundings, which the proposed language does not specifically state.

- Vinyl / Metal Accents. Prohibits metal siding outright, whereas the proposed language allows metal detailing on a case-by-case basis. (I believe this type of accent use should be allowed, subject to city approval)

- Exterior Lighting. Chapter 18 ties lighting to the full Outdoor Lighting Code, which includes spillover, shielding, and fixture standards not restated in the proposed language.

- Fencing. Chapter 18 emphasizes visual appeal and compatibility in addition to material requirements, which the proposed language reduces to material compliance only.

- Roofing Materials. Prohibits corrugated metal and bright/reflective roofing materials and limits roofing types to approved categories, details not fully restated in the proposed language.