

12742207  
3/27/2018 2:39:00 PM \$179.00  
Book - 10659 Pg - 4707-4714  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 8 P.

RECORDING REQUESTED  
BY AND WHEN RECORDED  
MAIL TO:

**GIVERNY, LLC**  
Attn: David P. Rose  
9216 S. Wasatch Blvd.  
Cottonwood Heights, UT 84093

---

(Space Above This Line for Recorder's Use Only)

**FIRST AMENDMENT TO MASTER DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND  
RESERVATION OF EASEMENTS FOR GIVERNY**

This First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Giverny (this "**Amendment**") is made on March 23, 2018 by Giverny Master Association, Inc., a non-profit Utah corporation (the "**Association**"), and by Giverny, LLC, a Utah limited liability Company (the "**Declarant**"), with reference to the following facts:

**RECITALS**

**WHEREAS** the Association is governed by that certain Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Giverny, recorded on January 11, 2017, as Document No. 12452354 in the Official Records of Salt Lake County, Utah (the "**Declaration**");

**WHEREAS** the Declaration covers that certain Giverny Planned Unit Development, a one hundred sixty-two (162) single family, detached residential planned unit development project (the "**Project**") located on approximately 44.821 acres of real property in the City of Cottonwood Heights, Salt Lake County, State of Utah, as more particularly defined on the attached Exhibit A.

**WHEREAS** Giverny Renoir, LLC, a Utah limited liability company ("**Renoir**"), as successor in interest to Declarant, owns Lots 101 through 163 of the Project; and

**WHEREAS** Giverny Picasso, LLC, a Utah limited liability company ("**Picasso**"), as successor in interest to Declarant, owns Lots 201 through 235 of the Project; and

**WHEREAS** Giverny Monet, LLC, a Utah limited liability company ("**Monet**"), as successor in interest to Declarant, owns Lots 301 through 348 of the Project; and

**WHEREAS** Giverny Pissarro, LLC, a Utah limited liability company (“Pissarro”), as successor in interest to Declarant, owns, Lots 401 through 416; and

**WHEREAS** Declarant owns any and all remaining property within the Project, including in particular Parcels A through R; and

**WHEREAS** Renoir is selling its interest in Lot 129 and such purchasing party is requesting a release from its membership in the Association; and

**WHEREAS** a Special Meeting of the Association was held for the purposes of considering such request and this Amendment.

**BE IT KNOWN** that the Neighborhood Representatives and the Declarant have approved this Amendment to (i) confirm the designation of the Neighborhood Builders; and (ii) release Lot 129 from any and all membership of the Association, including but not limited to obligations for assessments, privileges to amenities, voting rights, and participation in the Association as more particularly set forth herein.

**I. NEIGHBORHOOD BUILDERS**

A. **Designation.** In accordance with Section 1.53 of the Declaration, Declarant hereby designates Renoir, Picasso, Monet and Pissarro, each individually as a Neighborhood Builder, and collectively as the Neighborhood Builders of the Project.

**II. AMENDMENT TO MASTER ASSOCIATION PROPERTY; RELEASE OF ASSOCIATION MEMBERSHIP**

A. **Membership Release.** The Membership granted to the Owner of Lot 129 under Section 5.1 of the Declaration is hereby withdrawn and Lot 129 is released from any and all obligations as a Member of the Association.

B. **Rights, Powers and Privileges.** The Owner of Lot 129 hereby voluntarily terminates, waives, foregoes, and releases any and all rights, titles and interests that it may possess as a Member of the Association including, without limitation, its right to (i) vote, (ii) enjoy and use the Master Association Property, the open spaces and other amenities of the Project, and (iii) otherwise receive the benefits of membership in the Association.

**C. Requirements and Obligations.**

- (i) *Assessments.* Lot 129 shall no longer be subject to any financial contributions required under Article 7 of the Declaration and shall be fully released from any obligation under Article 7.
- (ii) *Building Aesthetics, Landscaping.* Lot 129 shall no longer be subject to any and all aesthetic or landscaping requirements under the Declaration.

- D. **General.** For the purposes of a quorum under the Declaration or Association, Lot 129 shall no longer be counted and for the purposes of Lot count in the Membership, such count shall now be 161 Lots.

**III. MISCELLANEOUS**

- A. **Effective Amendment.** Except to the extent that the Declaration is modified by this Amendment, the remaining terms and provisions of the Declaration shall remain unmodified and in full force and effect.
- B. **Defined Terms.** Except as otherwise defined herein, all words commencing with initial capital letters in this Amendment and defined in the Declaration shall have the same meaning in this Amendment as in the Declaration.
- C. **Certification by Neighborhood Representatives.** The Neighborhood Representatives hereby certify that this Amendment has been approved by their power under the Association as required pursuant to Section 14.2.1 of the Declaration.
- D. **Certification by Association.** The Association hereby certifies that this Amendment has been approved by the power of the Association under the Bylaws of the Association.

*(Signature Page and Notary to immediately follow)*

IN WITNESS WHEREOF, this Amendment has been executed on the date first written above.

**"Neighborhood Representatives"**

By: David P. Rose  
David P. Rose, Declarant Neighborhood Representative

By: Richard A. Cook  
Richard A. Cook, Renoir Neighborhood Representative

By: Richard D. Lloyd  
Richard D. Lloyd, Picasso Neighborhood Representative

By: David P. Rose  
David P. Rose, Monet Neighborhood Representative

By: Richard A. Cook  
Richard A. Cook, Pissarro Neighborhood Representative

**"Association"**

**GIVERNY MASTER ASSOCIATION, INC.,**  
a Utah non-profit corporation

By: Richard A. Cook  
Richard A. Cook, Director

By: Richard D. Lloyd  
Richard D. Lloyd, Director

By: David P. Rose  
David P. Rose, Director

**"Declarant"**

**GIVERNY, LLC,**  
a Utah limited liability company

By: David P. Rose  
David P. Rose, Manager

STATE OF UTAH )  
 )ss.  
County of Salt Lake City )

The foregoing instrument was acknowledged before me this 23 day of March, 2018 by David P. Rose in his capacity as Declarant Neighborhood Representative, Monet Neighborhood Representative, Director of Giverny Master Association, Inc. and Manager of Giverny, LLC.

WITNESS my hand and official seal.

My Commission Expires: 12-15-2018

Traci C  
\_\_\_\_\_  
Notary Public

Residing at: SLC UT

STATE OF UTAH )  
 )ss.  
County of Salt Lake City )



The foregoing instrument was acknowledged before me this 27 day of March, 2018 by Richard A. Cook in his capacity as Renoir Neighborhood Representative, Pissarro Neighborhood Representative, and Director of Giverny Master Association, Inc.

WITNESS my hand and official seal.

My Commission Expires: 12-15-2018

Traci C  
\_\_\_\_\_  
Notary Public

Residing at: SLC UT

STATE OF UTAH )  
 )ss.  
County of Salt Lake City )



The foregoing instrument was acknowledged before me this 27 day of March, 2018 by Richard D. Lloyd in his capacity as Picasso Neighborhood Representative and Director of Giverny Master Association, Inc.

WITNESS my hand and official seal.

My Commission Expires: 12-15-2018

Traci C  
\_\_\_\_\_  
Notary Public

Residing at: SLC UT



**Exhibit A**

Beginning at a point on the west line of Wasatch Boulevard, said point being North 0°10'10" East 496.29 feet along the section line and West 105.12 feet from the Southeast Corner of Section 2, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running: thence West 1122.76 feet to the centerline of Little Cottonwood Creek; thence North 23°12'33" West 56.34 feet along the centerline of Little Cottonwood Creek; thence North 13°27'10" West 30.22 feet along the centerline of Little Cottonwood Creek; thence North 2°20'42" East 72.17 feet along the centerline of Little Cottonwood Creek; thence North 1°26'06" East 60.50 feet along the centerline of Little Cottonwood Creek; thence North 2°51'34" West 63.30 feet along the centerline of Little Cottonwood Creek; thence North 35°51'24" West 105.11 feet along the centerline of Little Cottonwood Creek to the 40 Acre line, also being the east line of property owned by Sandy City Corporation; thence North 0°15'43" East 455.00 feet along the 40 Acre line and the east line of the Sandy City Corporation property to the south line of the property owned by Salt Lake City Corporation; thence East 207.40 feet along the south line to the Southeast Corner of property owned by Salt Lake City Corporation; thence North 0°15'43" East 420.00 feet along the east line to the Northeast Corner of property owned by Salt Lake City Corporation, and to and along the east line to the Northeast Corner of property owned by Murray City Corporation, said point being South 50°47'51" West (South 50°30' West by Deed) 1435.39 feet from the East Quarter Corner of said Section 2; thence West 96.35 feet along the north line of property owned by Murray City Corporation to the east line of the Salt Lake City Conduit recorded July 13, 1931 in Book 95 of Liens and Leases at Page 279 of the records of Salt Lake County; thence North 25°22'00" East 47.44 feet along the east line of said Salt Lake City Conduit in Book 95 of Liens and Leases at page 279; thence North 54°51'00" East 148.00 feet along the east line of said Salt Lake City Conduit in Book 95 of Liens and Leases at page 279; thence North 64°26'00" East 188.18 feet along the east line of said Salt Lake City Conduit in Book 95 of Liens and Leases at page 279; thence North 41°17'00" East 285.54 feet to the Southwest Corner of Golden Hills No. 12 Subdivision; thence South 58°00'00" East 207.46 feet along a south line to an interior corner of Golden Hills No. 12 Subdivision; thence South 32°00'00" West 41.00 feet along a west line to a Southwest Corner of Golden Hills No. 12 Subdivision; thence South 58°00'00" East 50.00 feet along a south line of Golden Hills No. 12 Subdivision to a Boundary Agreement and Quit Claim Deed recorded as Entry No. 12575532, in Book 10577, at Page 7299 in the Office of the Salt Lake County Recorder; thence North 57°03'06" East 7.94 feet along said Boundary Agreement; thence South 55°24'23" East 55.81 feet along said Boundary Agreement; thence South 65°41'22" East 50.65 feet along said Boundary Agreement; thence South 86°31'20" East 1.11 feet along said Boundary Agreement; thence North 4°09'47" East 2.73 feet along said Boundary Agreement to an east line of Golden Hills No. 12 Subdivision; thence North 32°00'00" East 39.24 feet along an east line to an interior corner of Golden Hills No. 12 Subdivision; thence South 58°00'00" East 162.72 feet along a south line to a Southeast Corner of Golden Hills No. 12 Subdivision; thence North 32°00'00" East 72.10 feet along an east line of Golden Hills No. 12 Subdivision;

thence Northeasterly 36.20 feet along the arc of a 414.83 foot radius curve to the left (the center bears North 58°00'00" West and the long chord bears North 29°30'00" East 36.19 feet, through a central angle of 5°00'00") along an east line to an interior corner of Golden Hills No. 12 Subdivision;

thence South 63°00'00" East 122.57 feet along a south line to a Southeast Corner of Golden Hills No. 12 Subdivision, said point also being an angle point on the west line of Golden Hills No. 16 Subdivision;

thence South 5°00'00" West 95.68 feet along the west line to the Southwest Corner of Golden Hills No. 16 Subdivision; thence South 77°00'00" East 292.54 feet along a south line to an interior corner of Golden Hills No. 16 Subdivision; thence South 13°00'00" West 29.64 feet along a west line to a Southwest Corner of Golden Hills No. 16 Subdivision;

thence South 77°00'00" East 200.05 feet, (199.82 feet deed), along a south line of Golden Hills No. 16 Subdivision to the west line of Wasatch Boulevard;

thence Southerly 508.49 feet along the arc of a 5689.58-foot radius curve to the right (the center bears North 81°13'02" West and the long chord bears South 11°20'35" West 508.32 feet, through a central angle of 5°07'14"), along said Wasatch Boulevard;

thence Southerly 85.40 feet along the arc of a 960.00-foot radius curve to the right (the center bears North 76°05'48" West and the long chord bears South 16°27'06" West 85.37 feet, through a central angle of 5°05'48"), along said Wasatch Boulevard;

thence South 19°00'00" West 39.39 feet along said Wasatch Boulevard to the Northeast Corner of Lot 1, Big Rock Estates Subdivision; thence North 65°00'00" West 92.96 feet along a north line to an interior corner of Lot 1, Big Rock Estates Subdivision;

thence North 4°23'55" East 28.60 feet along an east line to a Northeast Corner of Lot 1, Big Rock Estates Subdivision; thence North 65°00'00" West 90.32 feet along a north line to a Northwest Corner of Lot 1, Big Rock Estates Subdivision;

thence South 4°23'55" West 28.60 feet along a west line to the north common corner of Lot 1 and Lot 3, Big Rock Estates Subdivision; thence North 65°00'00" West 50.43 feet along a north line to an interior corner of Lot 3, Big Rock Estates Subdivision;

thence North 81°34'00" West 84.50 feet along a north line to an interior corner of Lot 3, Big Rock Estates Subdivision; thence North 4°23'55" East 26.00 feet along a north line to an interior corner of Lot 3, Big Rock Estates Subdivision;

thence North 85°18'41" West 106.21 feet along a north line to the Northwest Corner of Lot 3, Big Rock Estates Subdivision; thence South 9°00'00" West 19.00 feet along the west line of Lot 3, Big Rock Estates Subdivision;

thence North 81°34'00" West 17.00 feet;

thence Southwesterly 57.43 feet along the arc of a 271.76 foot radius curve to the right, (center bears North 66°04'55" West and the long chord bears South 29°58'19" West 57.32 feet, with a central angle of 12°06'28");

thence South 36°00'00" West 14.00 feet;

thence South 54°00'00" East 278.01 feet to and along the south line of Lot 3, Big Rock Estates Subdivision to and along and to an interior corner of Lot 2, Big Rock Estates Subdivision;

thence South 0°09'44" West 31.76 feet along the west line to an angle point in the said west line of Lot 2, Big Rock Estate Subdivision; thence South 36°00'00" West 25.27 feet along the west line to a Southwest Corner of Lot 2, Big Rock Estates Subdivision;

thence South 54°00'00" East 161.35 feet along the south line to the Southeast Corner of Lot 2, Big Rock Estates Subdivision, said point being on the west line of Wasatch Boulevard;

thence South 32°00'00" West 220.27 feet along the west line of Wasatch Boulevard to the section line; thence North 0°10'10" East 42.46 feet along the west line of Wasatch Boulevard and the section line;  
 thence Southwesterly 159.12 feet along the arc of an 1185.46-foot radius curve to the left (the center bears South 60°13'17" East and the long chord bears South 25°56'00" West 159.00 feet, through a central angle of 7°41'26"), along the west line of Wasatch Boulevard;  
 thence North 67°54'43" West 20.00 feet along the west line of Wasatch Boulevard;  
 thence Southwesterly 26.31 feet along the arc of a 1205.92-foot radius curve to the left (the center bears South 67°54'43" East and the long chord bears South 21°27'47" West 26.31 feet, through a central angle of 1°15'00"), along the west line of Wasatch Boulevard;  
 thence South 20° 50'17" West 22.38 feet along the west line of Wasatch Boulevard to the point of beginning.

Contains 1,952,408 Square Feet or 44.821 Acres

Tax Parcel Identification Nos.

28-01-303-014	28-02-426-013	28-02-428-012	28-02-431-008	28-02-477-012	28-02-479-013
28-01-351-010	28-02-426-014	28-02-428-013	28-02-431-009	28-02-477-013	28-02-479-014
28-02-430-007	28-02-426-015	28-02-428-014	28-02-431-010	28-02-477-014	28-02-479-015
28-02-430-008	28-02-426-016	28-02-428-015	28-02-431-011	28-02-477-015	28-02-480-001
28-02-430-009	28-02-426-017	28-02-428-016	28-02-431-012	28-02-477-016	28-02-480-002
28-02-434-001	28-02-426-018	28-02-428-017	28-02-431-013	28-02-477-017	28-02-480-003
28-02-434-002	28-02-426-019	28-02-428-018	28-02-433-001	28-02-477-018	28-02-480-004
28-02-434-003	28-02-426-020	28-02-428-019	28-02-433-002	28-02-477-019	28-02-480-005
28-01-351-002	28-02-426-021	28-02-428-020	28-02-433-003	28-02-477-020	28-02-480-006
28-01-351-010	28-02-426-022	28-02-428-021	28-02-433-004	28-02-477-021	28-02-480-007
28-01-304-017	28-02-426-023	28-02-428-022	28-02-433-005	28-02-477-022	28-02-481-001
28-01-304-018	28-02-426-024	28-02-428-023	28-02-433-006	28-02-477-023	28-02-481-002
28-01-304-019	28-02-429-006	28-02-428-024	28-02-433-007	28-02-477-024	28-02-481-003
28-01-304-020	28-02-429-007	28-02-428-025	28-02-433-008	28-02-478-001	28-02-481-004
28-01-304-021	28-02-429-008	28-02-428-026	28-02-433-009	28-02-478-002	28-02-481-005
28-01-304-022	28-02-429-009	28-02-428-027	28-02-476-010	28-02-478-003	28-02-481-006
28-01-304-023	28-02-429-010	28-02-428-028	28-02-476-011	28-02-478-004	28-02-481-007
28-01-304-024	28-02-429-011	28-02-428-029	28-02-476-012	28-02-478-005	28-02-481-008
28-01-308-001	28-02-429-012	28-02-428-030	28-02-476-013	28-02-478-006	28-02-481-009
28-01-308-002	28-02-432-001	28-02-428-031	28-02-476-014	28-02-479-001	28-02-481-010
28-01-308-003	28-02-432-002	28-02-428-032	28-02-477-001	28-02-479-002	28-02-482-001
28-01-308-004	28-02-432-003	28-02-428-033	28-02-477-002	28-02-479-003	28-02-482-002
28-01-308-005	28-02-432-004	28-02-428-034	28-02-477-003	28-02-479-004	28-02-482-003
28-01-308-006	28-02-432-005	28-02-428-035	28-02-477-004	28-02-479-005	28-02-482-004
28-01-308-007	28-02-432-006	28-02-431-001	28-02-477-005	28-02-479-006	28-02-482-005
28-01-308-008	28-02-432-007	28-02-431-002	28-02-477-006	28-02-479-007	28-02-482-006
28-02-416-010	28-02-432-008	28-02-431-003	28-02-477-007	28-02-479-008	28-02-482-007
28-02-416-011	28-02-432-009	28-02-431-004	28-02-477-008	28-02-479-009	28-02-482-008
28-02-416-012	28-02-428-009	28-02-431-005	28-02-477-009	28-02-479-010	28-02-482-009
28-02-416-013	28-02-428-010	28-02-431-006	28-02-477-010	28-02-479-011	28-02-482-010
28-02-416-014	28-02-428-011	28-02-431-007	28-02-477-011	28-02-479-012	28-02-482-011