

When Recorded Return To:

Tavaci Holdings, LLC
9325 Pflumm Road
Lenexa, Kansas 66215

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TAVACI AT BIG COTTONWOOD CANYON**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TAVACI AT BIG COTTONWOOD CANYON ("Amendment"), is made as of this 22nd day of February, 2024, by TAVACI HOLDINGS, LLC, a Utah limited liability company ("Declarant").

RECITALS:

A. Declarant, as successor in interest to America First Federal Credit Union (who was successor in interest to Cottonwood Estates Development, LLC), is the owner of the real property described on the attached **Exhibit "A"**, which is attached hereto and incorporated by reference.

B. Pursuant to that certain Assignment of Declarant's Rights (Tavaci at Big Cottonwood Canyon) recorded June 1, 2015 as Entry Number 12062107 in Book 10329 at Page 9131 of the Official Records of the Salt Lake County Recorder, America First Federal Credit Union became the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions for Tavaci at Big Cottonwood Canyon recorded September 18, 2007 as Entry Number 10225001 in Book 9516 at Page 2774 of the Official Records of the Salt Lake County Recorder ("Declaration") that encumbers the real property situated in Salt Lake County, Utah and more particularly described in **Exhibit "B"**, which is attached hereto and incorporated by this reference.

C. Pursuant to that certain Assignment of Declarant's Rights (Tavaci at Big Cottonwood Canyon) recorded May 27, 2022 as Entry Number 13959833 in Book 11343 at Page 756 of the Official Records of the Salt Lake County Recorder, Tavaci Holdings, LLC is the current Declarant under the Declaration.

D. The Declaration was amended by America First Federal Credit Union, while it was acting as the "Declarant", pursuant to that certain Amendment to Declaration of Covenants, Conditions and Restrictions

for Tavaci at Big Cottonwood Canyon recorded January 11, 2016 as Entry Number 12203166 in Book 10394 at Page 4780 of the Official Records of the Salt Lake County Recorder ("First Amendment")

E. Section 20.1 of the Declaration permits the Declarant to unilaterally amend the Declaration for any purpose, Section 4.3(a) gives the Declarant the sole and full authority to amend the Design Guidelines during the Class "B" Control Period, and Section 6.6 of the By-Laws of Tavaci at Big Cottonwood Canyon Owners Associate, Inc. (the "By-Laws") (attached as Exhibit C to the Declaration) permits the By-Laws to be amended unilaterally by the Declarant.

F. Declarant now desires to amend the Declaration, Design Guidelines, and By-Laws on the terms set forth below in this Amendment.

AGREEMENT:

NOW, THEREFORE, Declarant hereby declares as follows:

1. Incorporation of Recitals and Definitions. The foregoing Recitals are true and correct and are incorporated herein as fully set forth hereinafter. Capitalized terms in this Amendment, unless otherwise defined herein, shall have the meaning given to them in the Declaration.

2. Design Guideline Amendment. The Amended and Restated Design Guidelines as such were established pursuant to the First Amendment (and included as Exhibit C to said First Amendment and as a new Exhibit E to the Declaration pursuant to the terms of the First Amendment) are amended as follows:

a. Section 3.1 of the Amended and Restated Design Guidelines shall be amended in its entirety as follows:

3.1 Building Height

- Maximum Building height within Tavaci is 30' - 0" above existing grade.
- Building Height is measured in accordance with Salt Lake county Code as "the vertical distance measured from any point of the natural grade (not existing or excavated grade) of the building site to the highest point of the roof directly above."
- Rim lots #14 - #27 are limited to a single-story expression from the street side. Any story elements are limited to 30% of the area of main level.
- Final design submittal must provide a three-dimensional digital terrain model with its corresponding vertical improvement envelope that offsets from the terrain in accordance and compliance to the maximum heights described herein.

b. Section 3.14 of the Amended and Restated Design Guidelines shall be amended in its entirety as follows:

3.14 Detached Structure

- Any property may have a single detached structure beyond the main residence. A detached structure may be a garage or guest house or pool house. Structure is limited to 1,500 sq. ft subject to the TAC approval. Height is limited to 22' above existing grade.
- The detached structure must follow the same design standards of the primary residence. The design theme of the structure to follow the same styling and color scheme of the primary residence.

- Detached structure may not be occupied prior to the start of the primary residence construction initiation.

c. Section 3.9 of the Amended and Restated Design Guidelines shall be amended in its entirety as follows:

3.9 Roofing

- Roof forms should not be the dominant feature of the home. Therefore, to limit the visual impact of a home, the roof pitch is not to exceed a pitch of 3 and 12. Flat and low pitch roofs are encouraged.
- Roofs should be designed to connect the outdoor and indoor spaces.
- Roof mounted equipment is not allowed.
- Roofing material to be Metal, Shingle or membrane. The primary roof forms with membrane to have a ballast material of stone and or vegetation. Roofing color to be approved with the material color board as per the TAC. Secondary roofs may be approached without ballast depending on visual screening.

d. Section 6.13 of the Amended and Restated Design Guidelines shall be amended in its entirety as follows:

6.13 Signs.

Except as specifically otherwise provided under Utah law, no signs shall be permitted outside a dwelling. The foregoing restriction shall not apply to: i) "for sale" and "for lease" signs provided they are in compliance with Section 2.(w) of the Initial Restrictions and Rules (attached as Exhibit B to the Declaration); or ii) to signs authorized by the Declarant.

3. By-Laws Amendment. The By-Laws (attached as Exhibit C to the Declaration) are amended as follows:

- a. Sections 3.24(a) and 3.24(b) of the Bylaws shall be amended as follows: references to "10 days" shall be replaced with "30 days" in accordance with Utah Code Ann. § 57-8a-208.
- b. A new Section 3.24(c) shall be added which states as follows:

The Board (or Covenants Committee) may impose a fine in the amount of \$1,000 per violation (and per occurrence) of a rule, covenant, condition, or restriction contained in the Governing Documents, subject to any limitation or cure period required under Utah law. If the violation is a continuing violation that persists for 10 days or longer after the original fine is assessed, the Board (or Covenants Committee) may impose a fine in the amount of \$500 for each 10-day period that such violation persists from the original assessment of the fine, in addition to the original \$1,000 fine for the original violation. Any fine that is assessed against an Owner and not paid within 30 days of when assessed shall accrue interest at a rate of 10% per annum on the unpaid amount. Furthermore, any fine that is assessed against an Owner that is not paid within 30 days of when assessed shall incur a late charge in the amount of \$500.

- c. Section 3.24(d) shall be amended in its entirety and replaced with the following language:

(d) **Additional Enforcement Rights.** Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, towing vehicles that violate parking rules or removing signs that violate the signage rules) or, following compliance with the dispute resolution procedures set forth in the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedures set forth above to the extent not required by law. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation shall pay all costs (including without limitation removal costs), including reasonable attorneys' fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed as trespass.

4. **Declaration, By-Laws, and Design Guidelines Remain in Effect.** This Amendment shall be considered as supplemental to the Declaration (as previously amended), By-Laws, and Design Guidelines. Except as expressly amended by the foregoing, the Declaration (as previously amended), By-Laws, and Design Guidelines shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated by the recording of this Amendment. In the event of conflict or inconsistency between the terms of this Amendment and the provisions of the Declaration (as previously amended), By-Laws, and Design Guidelines, the provisions of this Amendment shall control.
5. **Declarant Rights.** Declarant shall retain all rights of Declarant as set forth in the Declaration, By-Laws, and Design Guidelines, and this Amendment shall neither amend nor abrogate such rights.
6. **Authority.** Declarant hereby certifies that Declarant may execute this Amendment without the signature of any other party pursuant to its rights stated in the Recitals.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed the Amendment to Declaration of Covenants, Conditions and Restrictions for Tavaci at Big Cottonwood Canyon as of the date set forth above.

TAVACI HOLDINGS, LLC,
a Utah limited liability company

By: S. L. Juay
Name: S. L. Juay
Its: MANAGER

STATE OF Utah)
: ss.
COUNTY OF Salt Lake

This instrument was acknowledged before me on this 22nd day of February, 2024, by Stephen L. Juay as Manager of TAVACI HOLDINGS, LLC, a Utah limited liability company.

(Seal)



Notary Public

My commission expires: 3/29/2026

EXHIBIT A

DESCRIPTION OF THE DECLARANT'S PROPERTY

All of COTTONWOOD CANYON ESTATES SUBDIVISION, according to the official plat thereof, recorded December 29, 2004, as Entry No. 9262383, in Book 2004P, and Page 388, in the office of the Salt Lake County Recorder.

Together with a perpetual right of way over the private roads as shown on the recorded subdivision plat.

LESS AND EXCEPTING therefrom Lots 1 – 8, 11, 14 – 43, and Parcels A, B, C, and D.

LESS AND EXCEPTING therefrom any portion of the Private Roads lying within the parcel owned by Utah Power and Light Company.

EXHIBIT B

DESCRIPTION OF THE REAL PROPERTY

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S89°59'27"E ALONG THE SECTION LINE 500.00 FEET TO AN ALUMINUM CAP MONUMENT; THENCE CONTINUING ALONG SAID SECTION LINE S89°59'56"E 2121.24 FEET TO THE NORTHEAST CORNER OF SAID SECTION 25; THENCE S00°31'13"W ALONG THE SECTION LINE 1819.36 FEET TO THE NORTHEAST CORNER OF UTAH POWER & LIGHT CO.; THENCE N64°15'58"W 271.15 FEET; THENCE S89°32'41"W 530.49 FEET TO A POINT OF TANGENCY ON A 155.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 50.92 FEET THROUGH A CENTRAL ANGLE OF 18°49'22" (CHORD BEARS N81°02'38"W 50.69 FEET); THENCE N71°37'57"W 172.84 FEET TO A POINT OF TANGENCY ON A 55.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 185.33 FEET THROUGH A CENTRAL ANGLE OF 193°03'54" (CHORD BEARS S11°50'06"W 109.29 FEET) TO A POINT OF TANGENCY; THENCE S84°41'50"E 59.88 FEET TO A POINT OF TANGENCY ON A 125.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 147.01 FEET THROUGH A CENTRAL ANGLE OF 6r23'07" (CHORD BEARS S51°00'17"E 138.68 FEET) TO A POINT OF REVERSE CURVATURE ON A 15.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 9.05 FEET THROUGH A CENTRAL ANGLE OF 34°34'07" (CHORD BEARS S34°35'45"E 8.91 FEET) TO A POINT OF REVERSE CURVATURE ON A 39.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 66.93 FEET THROUGH A CENTRAL ANGLE OF 97°04'46" (CHORD BEARS S03°20'27"E 59.20 FEET) TO A POINT OF REVERSE CURVATURE ON A 22.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 41.50 FEET THROUGH A CENTRAL ANGLE OF 108°04'54" (CHORD BEARS S08°50'31"E 35.62 FEET) TO A POINT OF NON-TANGENCY ON THE NORTH RIGHT- OF-WAY LINE OF SR-190 (ALSO KNOWN AS BIG COTTONWOOD CANYON ROAD); THENCE ALONG SAID RIGHT-OF-WAY LINE N89°48'30"W 64.39 FEET TO A POINT OF NONTANGENCY ON A 22.00 FOOT RADIUS CURVE TO THE LEFT (BEARING N31°45'41"W TO CENTER OF SAID CURVE); THENCE NORtherly ALONG THE ARC OF SAID CURVE 40.06 FEET THROUGH A CENTRAL ANGLE OF 104°19'05" (CHORD BEARS N06°04'46"E 34.75 FEET) TO A POINT OF REVERSE CURVATURE ON A 39.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 32.24 FEET THROUGH A CENTRAL ANGLE OF 46°46'12" (CHORD BEARS N22°41'40"W 31.36 FEET); THENCE N00°41'25"E 15.70 FEET TO A POINT OF TANGENCY ON A 59.26 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 88.31 FEET THROUGH A CENTRAL ANGLE OF 85°23'16" (CHORD BEARS N42°00'12"W 80.36 FEET) TO A POINT OF TANGENCY; THENCE N84°41'50"W 59.88 FEET TO A POINT OF TANGENCY ON A 105.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 353.81 FEET THROUGH A CENTRAL ANGLE OF 193°03'54" (CHORD BEARS N11°50'07"E 208.64 FEET) TO A POINT OF TANGENCY; THENCE S71°37'57"E 172.84 FEET TO A POINT OF TANGENCY ON A 105.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 34.49 FEET THROUGH A CENTRAL ANGLE OF 18°49'22" (CHORD BEARS S81°02'37"E 34.34 FEET) TO A POINT OF TANGENCY; THENCE N89°32'41"E 428.83 FEET TO A POINT ON THE BOUNDARY OF COTTONWOOD ESTATES INVESTMENT L.L.C. AS FOUND IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, ENTRY NO. 8544867, BOOK 8745, PAGE 0747; THENCE N64°15'58"W 745.48 FEET; THENCE N89°48'18"W 1597.89 FEET TO THE SECTION LINE; THENCE N00°28'43"E ALONG SAID SECTION LINE 608.42 FEET TO AN ALUMINUM CAP MONUMENT; THENCE CONTINUING ALONG SAID SECTION LINE N00°28'31"E 715.00 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS: LOTS A THROUGH D, 1 THROUGH 43, AND LOT ST, COTTONWOOD CANYON ESTATES SUBDIVISION, AS SHOWN ON THE RECORDED PLAT RECORDED DECEMBER 29, 2004 IN BOOK 2004D AT PAGE 388 OF THE OFFICIAL RECORDS.

(Legal Description Continued on Next Page)

Lot A:	22-25-202-006-0000	Lot 38:	22-25-201-006-0000
Lot A:	22-25-227-004-0000	Lot 39:	22-25-201-007-0000
Lot B:	22-25-226-004-0000	Lot 40:	22-25-201-008-0000
Lot B:	22-25-226-010-0000	Lot 41:	22-25-201-009-0000
Lot C:	22-25-203-011-0000	Lot 42:	22-25-201-010-0000
Lot C:	22-25-227-005-0000	Lot 43:	22-25-201-011-0000
Lot D:	22-25-227-003-0000	Lot ST:	22-25-202-012-0000
Lot 1:	22-25-226-009-0000		
Lot 2:	22-25-226-008-0000		
Lot 3:	22-25-226-007-0000		
Lot 4:	22-25-226-006-0000		
Lot 5:	22-25-226-005-0000		
Lot 6:	22-25-202-011-0000		
Lot 7:	22-25-202-010-0000		
Lot 8:	22-25-202-009-0000		
Lot 9:	22-25-202-008-0000		
Lot 10:	22-25-202-007-0000		
Lot 11:	22-25-202-005-0000		
Lot 12:	22-25-202-004-0000		
Lot 13:	22-25-202-003-0000		
Lot 14:	22-25-202-002-0000		
Lot 15:	22-25-202-001-0000		
Lot 16:	22-25-203-001-0000		
Lot 17:	22-25-203-002-0000		
Lot 18:	22-25-203-003-0000		
Lot 19:	22-25-203-004-0000		
Lot 20:	22-25-203-005-0000		
Lot 21:	22-25-203-006-0000		
Lot 22:	22-25-203-007-0000		
Lot 23:	22-25-203-008-0000		
Lot 24:	22-25-203-009-0000		
Lot 25:	22-25-203-010-0000		
Lot 26:	22-25-227-001-0000		
Lot 27:	22-25-227-002-0000		
Lot 28:	22-25-201-018-0000		
Lot 29:	22-25-201-017-0000		
Lot 30:	22-25-201-016-0000		
Lot 31:	22-25-201-015-0000		
Lot 32:	22-25-201-014-0000		
Lot 33:	22-25-201-013-0000		
Lot 34:	22-25-201-012-0000		
Lot 35:	22-25-201-003-0000		
Lot 36:	22-25-201-004-0000		
Lot 37:	22-25-201-005-0000		