

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 16th day of April, 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. The Declaration was amended by Tavaci Holdings, LLC, as the “Declarant”, pursuant to that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Tavaci at Big Cottonwood Canyon recorded February 23, 2024 as Entry Number 14207738 in Book 11473 at Page 4023 of the Official Records of the Salt Lake County Recorder (“**Second Amendment**”).

F. Section 20.1 of the Declaration permits the Declarant to unilaterally amend the Declaration for any purpose.

G. Declarant now desires to amend the Declaration 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. Declaration Amendment. The Declaration is hereby amended as follows:

- a. A new Article XXIII is hereby added to the Declaration, as previously amended, which shall read as follows:

#### **Article XXIII**

##### **Leasing of Lots**

Except as otherwise provided herein or as otherwise prohibited by applicable law, an Owner shall be prohibited from directly or indirectly leasing or renting its Lot. This prohibition shall apply regardless of the length of the lease/rental term, and shall apply to, without limitation, short-term rentals and long-term rentals. Notwithstanding the foregoing, an Owner and the Owner’s Lot shall be exempt from the foregoing rental/lease restriction if (and only for so long as):

- (a) The Owner is in the military, but only for so long as such Owner is deployed;
- (b) The Owner’s Lot is occupied by the Owner’s parent, child, or sibling, but only for such period of occupancy;
- (c) The Owner’s employer has relocated the Owner for a period of two of less years, but only for such period the Owner is relocated;
- (d) The Owner is an entity, and the Lot is occupied by an individual who (x) has voting rights under the entity’s organizing documents; and (y) has a 25% or greater share of ownership, control, and right to profits and losses of the entity, but only for such period of occupancy; or

- (e) The Lot is owned by a trust or other entity created for estate planning reasons and such trust or other estate planning entity was created for (x) the estate of a current resident of the Lot; or (y) the parent, child, or sibling of the current resident of the Lot.

Furthermore, an Owner who has a current rental prior to the recording of this Amendment creating this rental/lease restriction shall be allowed to continue to rent the Lot until:

- (i) The Lot Owner occupies the Lot;
- (ii) an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Lot, occupies the Lot; or
- (iii) the Lot is sole or otherwise transferred.

For purposes of clarity, a Lot Owner shall be deemed to be occupying the lot at such time as a current tenant (at the time of the recording of this Amendment creating the rental/lease restriction) no longer has a tenancy in the property.

The Board shall create procedures to determine and track the number of rentals and lots in the association subject to the exceptions referenced above and to ensure consistent administration and enforcement of the rental/lease restrictions. Notice of any lease, together with such additional information as may be required by the Board to verify that an exception to the general prohibition of leases applies, shall be given to the Board by the Lot Owner within 10 days of execution of the lease.

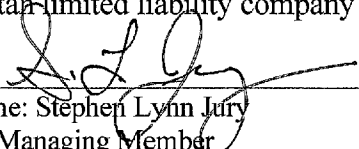
This Article XXIII shall override any current Restrictions and Rules to the contrary, including without limitation the provisions in Section 4 of the Initial Restrictions and Rules, located in Exhibit B to the Declaration.

- 3. Declaration, By-Laws, and Design Guidelines Remain in Effect. This Amendment shall be considered as supplemental to the Declaration (as previously amended). Except as expressly amended by the foregoing, the Declaration (as previously amended) and the Restrictions and Rules, 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), the provisions of this Amendment shall control.
- 4. Declarant Rights. Declarant shall retain all rights of Declarant as set forth in the Declaration and this Amendment shall neither amend nor abrogate such rights.
- 5. 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:   
Name: Stephen Lynn Jury  
Its: Managing Member

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE    )

This instrument was acknowledged before me on this 16th day of April, 2024, by Stephen L. Jury, as Managing Member of TAVACI HOLDINGS, LLC, a Utah limited liability company.

(Seal)



  
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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 138.88 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 40.08 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 A: 22-25-227-004-0000  
Lot B: 22-25-226-004-0000  
Lot B: 22-25-226-010-0000  
Lot C: 22-25-203-011-0000  
Lot C: 22-25-227-005-0000  
Lot D: 22-25-227-003-0000  
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

Lot 38: 22-25-201-006-0000  
Lot 39: 22-25-201-007-0000  
Lot 40: 22-25-201-008-0000  
Lot 41: 22-25-201-009-0000  
Lot 42: 22-25-201-010-0000  
Lot 43: 22-25-201-011-0000  
Lot ST: 22-25-202-012-0000