

Recorded at the Request of:
Taviawk Homeowners Association

Record against the real property
described in Exhibit A.

After Recording mail to:
F1 Property Management
PO Box 910069
St. George, UT 84791

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF TAVIAWK SUBDIVISIONS – ALL PHASES 1-12
(Exhibit G)**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS is prepared and adopted pursuant to Article 14, Section 5, of the
Declaration of Covenants, Conditions, and Restrictions (the "Declaration") for Taviawk
Subdivisions, by Taviawk Homeowners Association, a Utah nonprofit corporation (the
"Association" or "Taviawk"). This instrument hereby amends following:

- Declaration of Covenants, Conditions, And Restrictions of Taviawk Subdivisions recorded in the records of the Washington County Recorder as Entry No. 00599234, recorded on April 17, 1998, ("The Declaration"); and
- any other amendments, supplements, or annexing documents to the Declaration of Covenants, Conditions, And Restrictions of Taviawk Subdivisions, whether or not recorded with the Washington County Recorder.

Exhibit G

The following restates and replaces Exhibit G of Article X of the Declaration and embodies recent amendments approved by membership to section 10.4 and 10.7 (changes shown in italics):

10.1 Single Family Residence. Subject to the provisions of Section 10.2, each Lot shall be used as a residence for a single family, except as may be authorized below.

10.2. Accountability of Members. As more fully provided in Article XI (d), each Member shall be liable to the Association for any damage to the Common Area sustained by reason of the negligence or willful misconduct of said Member or the Persons deriving their right and easement of use and enjoyment of the Common Area from said Member, or of his respective family and guests, both minor and adult.

10.3. Business or Commercial Activity. Subject to the following exceptions, no part of the Properties shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending

or other such nonresidential purposes without the prior written approval of the Board; provided, however, that the Declarant, its successors and assigns, may use any portion of the Properties for a model home site, display and sales office in connection with the sale of Lots on the Properties by Declarant. Occupations without external evidence thereof, including, without limitation, traffic generation, which are merely incidental to the use of the Dwelling Unit as a residential home and for so long as such occupations are conducted in conformance with all applicable governmental ordinances shall be permitted.

10.4 Signs. The Owners and the Declarant (i) desire to preserve the natural beauty and scenic vistas of the Properties, (ii) find that signs detract from the overall beauty and scenic quality of the Properties, and (iii) recognize that a minimal amount of signage, regulated as to time, place, location and manner of display, is beneficial to the Owners and the Declarant. Therefore, to maintain and preserve the scenic qualities of the Properties, no sign, poster, display, banner, ribbon, streamer, billboard or other advertising device, or accessory, of any kind shall be displayed to the view of the public or Owners on any portions of the Properties, except for the *five (5)* types of signs specifically provided for below.

(a) Construction Sign One (1) construction sign supplied by the contractor, or Owner/builder, for each Lot during primary construction or reconstruction of a Dwelling Unit. Such sign (i) shall be located on the Lot facing its access Street adjacent to the construction entrance; (ii) shall contain the Lot number and street address, the contractor's name and telephone number, and the Lot Owner's name; (iii) shall extend no more than twenty-eight (28) inches above grade; (iv) shall not be larger than eighteen (18) inches by twenty-four (24) inches, (iv) shall be of sage green color; and (vi) shall conform with exactness to the sample construction sign bearing the Board's stamp of approval and available at the Kayenta Office. All construction signs shall be removed upon the completion of construction of the dwelling unit.

(b) Dwelling Unit for Rent/Sale Sign. One (1) for rent or for sale sign supplied by the Owner or the Owner's agent. Such sign (i) shall be located on the Lot facing its access Street adjacent to the driveway; (ii) may have affixed vertically to the back of the sign a sage green colored tube of not more than 3.5 inches in diameter and 11.5 inches in length for dissemination of additional information on that particular Dwelling Unit only; (iii) shall extend no more than twenty-eight (28) inches above grade; (iv) shall not be larger than eighteen (18) inches by twenty-four (24) inches, (v) shall be of sage green color; and (vi) shall conform with exactness to the sample for rent/sale sign bearing the Board's stamp of approval and available at the Kayenta Office. All for rent or for sale signs shall be removed not later than five (5) days after the rental agreement or for sale contract (as distinguished from closing papers) has been signed.

(c) Lot for Sale Sign. One (1) Lot for sale sign supplied by the Owner or the Owner's agent. Unless otherwise approved by the Board, such sign shall be located at the midpoint of the Lot line facing the Lot's access street. Such sign shall be no larger than the area of the top of the post upon which the sign shall be placed. The sign shall be covered

by a plastic shield fastened to the post, and shall conform with exactness to the sample Lot sign bearing the Board's stamp of approval and available at the Kayenta Office. The post shall not extend more than twenty-four (24) inches above ground, and be of a sage green color. The post may have affixed to the front, the Lot number of the Lot being offered for sale. The post must conform with exactness including color to the sample plaque bearing the Board's stamp of approval and available at the Kayenta Office.

(d) Special Event Signs. The Board may approve other signs on the Properties for special events, including, without limitation, weddings and wedding receptions. The Board shall approve the size, color, and location (s) of the signs, as well as the length of time the signs are permitted to stand.

(e) Home Security Signs. Property owners may place a home security sign by their dwelling, no closer than twenty (20) feet from the street.

10.5 Nuisances. Equipment and Activities. The use or placement at any time on the Properties, or visible from the Properties, of the equipment or activities described in subsections 10.5 (a) through 10.5 (d) hereof shall, in the absence of prior written authorization by the Board, be deemed a violation of this Declaration and an action in law and/or equity may be brought for damages and/or injunctive relief;

(a) Tools and Equipment. Subject to the following exceptions during certain times and/or for certain construction described in Section 10.5 (a) (ii) and (iii) below, the operation of all noise or smoke-producing tools and equipment including motorized lawn mowers, hand tools, trimmers and blowers, is prohibited.

(i) Noise or smoke-producing tools and equipment may be operated during the period between 8:00 a.m. and 6:00 p.m. on weekdays and Saturdays except Holidays;

(ii) Noise or smoke-producing tools and equipment used in the construction of Dwelling Units may be operated during the periods from 6:30 a.m. to 5:00 p.m. (May through September) and from 7:30 a.m. to 5:00 p.m. (October through April) on weekdays and Saturdays except Holidays;

(iii) Concrete pours as part of the construction of Dwelling Units may occur during the periods from 5:30 a.m. to 5:00 p.m. (May through September) and from 7:00 a.m. to 5:00 p.m. (October through April) on Weekdays and Saturdays except Holidays;

(b) Sound Devices. The operation of sound devices, including horns, whistles, bells, audio speakers outside the exterior walls of any Dwelling Unit, except

security devices used exclusively to protect the security of a Dwelling Unit or its contents and construction and vehicle safety devices is prohibited;

(c) **Other Items.** The operation of the following is prohibited: (1) smoke-producing objects, items, Vehicles or Recreation Vehicles which produce unreasonable amounts of smoke so as to interfere with any Owner's enjoyment of his Lot; (2) items which may unreasonably interfere with television or radio reception of an Owner on the Properties; or (3) objects which create or emit noxious odors on any portion of the Properties. This shall not apply to smoke or odor producing objects or vehicles used in the ordinary course of construction or necessary maintenance.

(d) Such other activities, noises or odors as the Board, in its discretion, shall determine to be nuisances.

(e) Prohibition on the use of tools and equipment shall not apply to use for emergency purposes.

10.6. **Other Nuisances.**

(a) **Trash.** No rubbish, trash, plant waste, garbage or other waste material shall be kept or permitted upon any Lot, the Common Area or any Street visible from the Properties, except in sanitary containers or enclosed structures located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Properties, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers shall be exposed to the view of neighboring Lots only when set out for a reasonable period of time not to exceed twenty-four (24) hours before and after scheduled garbage collection hours.

(b) **Fires.** There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor and fire pits in enclosed areas and designed in such a manner that they do not create a fire hazard. Contractor's "keep warm" fires are permitted during construction but must be contained within a suitable receptacle.

(c) **Laundry.** No clothing or household fabrics shall be hung, dried or aired on or over any Lot in such a way as to be visible from any place on the Properties.

(d) **Plants.** No plants or seeds infected with any insects or plant diseases shall be brought upon, grown or maintained upon the Properties.

(e) **Sports Apparatus.** No basketball backboard or other fixed or portable sports or recreational apparatus, without limitation, such as, swings, trampolines, slides and other play apparatus, shall be constructed or maintained on the Properties without the

prior written approval of the Board, and then only if such apparatus is located on the Owner's Lot, is collapsible and /or shielded from view.

10.7. Parking and Vehicular Restrictions

(a) **Parking.**

(i) **General.** *With the exceptions noted in (ii), (iii), (iv), (v) and (vi) below, no vehicle may be parked or stored on the Properties except as reasonably necessary for loading, unloading, or washing the Vehicle, unless otherwise approved in writing by the Board.*

(ii) **Visitor/Guest Parking.** *Parking of a Vehicle by a Visitor or Guest is permitted in the Guest Parking area of the Properties. Such Vehicle shall not be parked for longer than a total of 45-days (either consecutive or cumulative) during any consecutive 12-month period.*

(iii) **RV Parking.** *Recreational Vehicles may be parked in the Dwelling Unit's driveway or Guest Parking area to accommodate occasional Guests or in preparation for or return from a trip, in each such case, for a period to not exceed three (3) days during any 30-day period.*

(iv) **Garages.** Each Owner shall maintain his garage in a manner which ensures that it is capable of accommodating at least two (2) cars. All garage doors must remain closed, except when necessary for ingress or egress, or temporary construction purposes.

(v) **Street Parking.** Contractors' vehicles may be parked on Streets on the Properties for a period of time not exceeding twelve (12) hours during a construction day. Street parking on the Properties for private social events and home and garden tours shall be permitted for a period of time not to exceed eight (8) hours.

(vi) **Community Parking Areas.** The Community parking areas on the Properties shall be used only for temporary parking during daylight hours or in connection with night time community activities.

(b) **Vehicle Repairs.** No person shall conduct repairs or restorations of any Vehicle or Recreational Vehicle upon any portion of the properties or visible from the Properties. However, such repair and restoration shall be permitted within an Owner's garage when the garage door is closed, provided that such activity may be prohibited entirely if the Board determines in its discretion that such activity constitutes a nuisance.

10.8. Animal Restrictions.

(a) **Restrictions on Type and Number.** No insects, reptiles, poultry or animals of any kind shall be raised, bred or kept on the Properties, except that the usual and ordinary domestic dogs, cats, fish, birds and other household pets (excluding, without limitation, horses, cattle, sheep, swine (including "pot-belly " pigs, goats and other such farm animals) may be kept on Lots, provided that they are not kept in un- reasonable

quantities, or bred or maintained for commercial purposes. As used in this Declaration, "unreasonable quantities", with respect to dogs and cats, shall ordinarily mean more than two (2) pets per household; provided, however, that the Board may determine that a reasonable number in any instance may be more or less. In any case, the Board may not approve an aggregate of more than four (4) dogs and/or cats to be kept per household, subject, in all cases, to local ordinances and regulations.

(b) Animal Nuisances and Liability. The Board shall have the right to prohibit the maintenance of any animal which constitutes, in the opinion of the Board, a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be either kept within an enclosure or on a leash being held by a person capable of controlling the animal. It shall be the duty and responsibility of each such Owner to clean up after such animals. Furthermore, any Owner shall be liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Properties by such Owner or by members of his family, his tenants or his guests.

Upon Notice of Noncompliance by the Board and Right to Hearing, the Board shall determine whether there is in fact a noncompliance, and if so, the nature thereof and the estimated cost to correct the problem, or make provisions for removal of the problem animal

10.9. Insurance and Governmental Requirements. No Owner shall permit or cause anything to be done or kept on the Properties, or on any Street visible from the Properties, which may increase the rate of insurance on the Properties, or result in the cancellation of such insurance, or which will obstruct or interfere with the rights of other Owners, nor commit or permit any nuisance thereon or violate any law. Each Owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a Dwelling Unit.

10.10. Construction. Construction of Dwelling Units shall be diligently pursued to substantial completion which generally shall occur within fifteen months of commencement, subject to extensions by the ACC in its sole discretion. All damage caused by construction activity (including construction related vehicles), shall be promptly repaired by the Owner or his contractor. The Owner shall post with the Association, in advance of the commencement of construction, a refundable cash security deposit in the amount of five hundred dollars (\$500) for the purpose of repairing, among other things, streets and landscape damaged during construction together with construction clean-up expenses. This cash deposit may be adjusted by the Board from time to time in response to inflation and other conditions.

10.11. Temporary Buildings. No outbuilding, tent, shack, shed or other temporary building or Improvement of any kind (except portable outhouses and dumpsters during construction) shall be placed upon any portion of the Properties either temporarily or permanently.

10.12. Drilling. No oil drilling, oil gas or mineral development operations, oil refining, geothermal exploration or development, quarrying or mining operations of any kind shall be permitted on the Properties, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted on or below the surface of any Lot. No derrick or other structure used in boring for water, oil, geothermal heat or natural gas shall be erected, maintained or permitted on the Properties.

10.13. Further Subdivision; Lease Provisions. No Owner shall further partition or subdivide his Lot, including without limitation any division of his Lot into time-share estates or time-share uses; provided, however that this provision shall not be construed to limit the right of an Owner (1) to rent or lease his entire Lot by means of a written lease or rental agreement subject to the restrictions of this Declaration, so long as the Lot is not leased for transient or hotel purposes; (2) to sell his Lot; or (3) to transfer or sell any Lot to more than one person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property.

Any owner may use two or more lots for one residence, provided that the owner file a document with the Association declaring this intent. In this event the owner shall pay Association dues for only one lot of ownership. This right shall only be in effect after the issuance of a Certificate of Occupancy on the residence by the Town of Ivins. In this event, all utilities easements on lot lines common to the merging lots shall be deemed automatically abandoned where not reasonably needed.

The terms of any lease or rental agreement shall be made expressly subject to this Declaration and the Bylaws of the Association. Any failure by the lessee of such Lot to comply with the terms of this Declaration, the Bylaws of the Association or the Rules and Regulations shall constitute a default under the lease or rental agreement.

10.14. Drainage. There shall be no interference with or alteration of the established drainage pattern over any Lot on the Properties, unless an adequate alternative provision is made for proper drainage. For the purposes hereof, "established drainage pattern" is defined as the drainage which exists at the time that such Lot is conveyed to a purchaser from Declarant and shall include drainage from the Lots on the Properties onto the Common Area.

10.15. Water Supply and Sewage Disposal Systems. No individual water supply or sewage disposal system shall be permitted on any Lot on the Properties unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations, if any, of the ACC and of any public agency having jurisdiction over the properties, the Washington County, Utah, Health Department, and all other applicable governmental authorities.

10.16. Exception for Declarant. Notwithstanding the restrictions contained in this Article 10, Declarant shall have the right to use any Lot or Dwelling Unit owned or leased by it in furtherance of any reasonably necessary or appropriate construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate the sale of Lots and/or Dwelling Units owned by Declarant.

IN WITNESS WHEREOF, the President and Secretary of the Association represents that these Declaration amendments were approved by Owners who collectively hold at least sixty-seven percent (67%) of the quorum requirements of at least 60% of the membership at a meeting of members, or by written consent, and is so documented in the records of the Association.

TAVIAWK HOMEOWNERS ASSOCIATION

Jeff Hartman
By: Jeff Hartman
Its: President

Attest:

Gary Paquin
By: Gary Paquin
Its: ~~Secretary~~ Vice-President

STATE OF UTAH,)
 : SS.
County of Washington

On this 17th day of June, 2021, before me personally appeared Jeff Hartman, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed) did say that he is the President of Taviawk Homeowners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he acknowledged before me that he executed the document on behalf of the Association and for its stated purpose.

Alexander Kier Krentsa
Notary

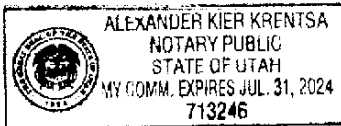


EXHIBIT A
Legal Description for Taviawk Subdivisions

This Agreement is to be recorded against the real property located in Washington County, Utah Taviawk Subdivision Phase 1 through Phase 12 as described below:

TAV-1-TAVIAWK 1
TAV-10-TAVIAWK 10
TAV-11-ABI-TAVIAWK 11-A & 11-B & 11-I
TAV-11-C-TAVIAWK 11C
TAV-11-D-TAVIAWK 11D
TAV-11-E-TAVIAWK 11E
TAV-11-F-TAVIAWK 11 F
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TAV-7-TAVIAWK 7 AMD
TAV-8-TAVIAWK 8
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TAV-9-C-TAVIAWK 9 C
TAV-9-CC-TAVIAWK 9 CC

TAV-9-D-TAVIAWK 9 D
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TAV-9-Y-TAVIAWK 9 Y
TAV-9-Z-TAVIAWK 9 Z AMD