

Amended Restrictive Covenants Page 1 of 7
Gary Christensen Washington County Recorder
10/06/2025 01:42:22 PM Fee \$144.00 By
PINNACLE TITLE

**FIRST AMENDMENT
TO
FOURTH AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TAVA HOMEOWNERS' ASSOCIATION, INC.
A PLANNED COMMUNITY DEVELOPMENT**

THIS FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TAVA HOMEOWNERS' ASSOCIATION, INC., is adopted this 6th day of October, 2025.

RECITALS

WHEREAS, the Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions for TAVA Homeowners' Association, Inc., was filed with the Washington County Recorder on May 9, 2025, recorded as Document # 20250016188 in the Washington County Recorder's office.

Declarant hereby amends said Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions for TAVA Homeowners' Association, Inc., as follows by adding Article XI as follows:

ARTICLE XI

EXCEPTIONS TO RENTAL RESTRICTIONS

1. Additional Exception to Rental Restrictions - Short-Term Rentals. Unit Owners who comply with provisions of this Article XI are not subject to the rental restriction requiring that a lease be for a term of at least term of at least six (6) months (or such longer period as the Management Committee may require by amendment) or to the other provisions of Article II and may (subject to any overriding restrictions imposed by the Master Declaration or the Master Association) rent their Units as Short-term Rentals (defined below). The following restrictions and requirements for Short-term Rentals are established to ensure a successful, fair, and well organized Short-term Rental program beneficial to each Unit Owner desiring to rent a Unit on a Short-term Rental basis; to protect the rights of each Unit Owner that does not rent a Unit on a Short-term Rental basis; to protect the name and reputation of the Sand Hollow Resort by ensuring

consistency in experience for those staying in any Unit on a short-term basis; and to ensure that the Unit Owners renting their Units on a Short-term Rental basis act in a cooperative fashion through a Short-term Rental management company approved by the Master Association that ensures that the Unit Owners and their Short-term Rental guests comply with rules designed to protect the peace and harmony of the Sand Hollow Resort and its associated Neighborhoods for which Short-term Rentals are permitted (“**Short-term Rental Neighborhood**”) and comply with laws and local ordinances, and that Unit Owners renting their Units on a Short-term Rental basis maintain uniform quality standards with the objective of enhancing the reputation and livability of the Sand Hollow Resort and its Short-term Rental Neighborhoods. Therefore, Unit Owners opting to rent their Units as Short-term Rentals are required to use the services of the property management company that is licensed to the extent required by state law and local ordinances and approved by the Master Association to manage Short-term Rentals within a Short-term Rental Neighborhood (“**Approved Property Management Company**”). In addition, as set forth in the Master Declaration, the Master Association Board of Directors may in its discretion by rule (which rule shall apply to all Unit Owners):

Establish procedures and rules governing the qualifications for any property management company to apply to the Master Association to become an Approved Property Management Company to administer to Short-term rentals;

approve and designate only a single property management company as the Approved Property Management Company that must be used by each Unit Owner as a pre-condition of renting or offering to rent such Unit Owner's Unit on a Short-term Rental basis;

require that each Unit Owner, as a pre-condition of renting or offering to rent their Unit on a Short-term Rental basis, provide a copy to the Master Association of such Unit Owners' contract with the Approved Property Management Company;

require that each Unit Owner, as a pre-condition of renting or offering to rent their Unit on a Short-term Rental basis, charge and collect from the Short-term Rental tenant a facility use fee (“**Resort Fee**”) (which fee the Unit Owner will immediately remit to, or direct its tenant to pay directly to, the Master Association, and which the Unit Owner will be required to pay directly if the Unit Owner fails to collect such Resort Fee from its Short-term Rental tenant) in an amount the Master Association Board of Directors establishes by rule from time to time based on such Board's estimated additional costs to the Master Association resulting from the Short-term Rental of such Unit, including the additional burden and costs to clean and maintain the Common Areas and amenities that may result from such Short-term Rental;

charge a fee to inspect a Unit pursuant to inspection requirements applicable to all Units prior to being rented on a Short-term Rental basis that may

be adopted by the Master Association, in the amount established by rule by the Master Association from time to time based on the Master Association's estimate of the costs to conduct such inspections;

establish the procedures, rules, and regulations applicable to the Short-term Rental of all Units, which may relate to, without limitation, applications and inspections of Units, check-in procedures, marketing and advertising methods, rights to access Common Area amenities and facilities, compliance with laws, and any other matter applicable to Short-term Rental of Units that the Master Association Board of Directors determines necessary or prudent to continue to allow Short-term Rentals within the Property while at the same time protecting the value and desirability of the Property as a harmonious and attractive residential and resort community; and

establish fines or other remedies or consequences (including revocation of privileges for a Unit Owner to engage in Short-term Rental of such Unit Owner's Unit) for violations of the procedures, rules and regulations set forth in or established under this Article XI.

Rules adopted by the Master Association Board as authorized in the Master Declaration and by this Article XI (the "**Short-term Rental Rules**") shall be deemed to constitute and be a part of this Declaration.

"**Short-term Rental**" means a Unit used by any person or entity for resort or other transient lodging uses where the term of occupancy, possession, or tenancy of the Unit is for 29 consecutive calendar days or less, for direct or indirect remuneration.

Acknowledgement of Declarant:

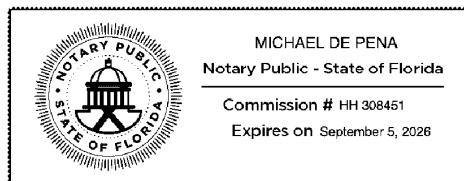
IN WITNESS WHEREOF, the undersigned, as the Declarant herein, acknowledges that the foregoing First Amendment to the Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tava Homeowners' Association, Inc., was adopted by the Declarant as of the date set forth on the first page hereof.

Jeremy Clark 10/06/2025

Jeremy Clark

Florida
STATE OF ~~TEXAS~~)
Broward : SS.
COUNTY OF ~~SAN LAKES~~)

The foregoing instrument was acknowledged before me on 10/06/2025, by
Jeremy Clark, as Declarant.



M. De Pena
Notary Public

Notarized remotely online using communication technology via Proof.

EXHIBIT A

Following Parcels located in TAVA RESORT AT SAND HOLLOW PHASE 1 AND TAVA RESORT AT SAND HOLLOW PHASE 2, Washington County, Utah, as follows:

TAVA Resort at Sand Hollow Phase 1:	
Parcel No:	Lot No.:
H-TAR-1-6	6
H-TAR-1-10	10
H-TAR-1-11	11
H-TAR-1-17	17
H-TAR-1-18	18
H-TAR-1-54	54
H-TAR-1-55	55
H-TAR-1-56	56
H-TAR-1-57	57
H-TAR-1-58	58
H-TAR-1-59	59
H-TAR-1-60	60
H-TAR-1-81	81
H-TAR-1-84	84
H-TAR-1-85	85
H-TAR-1-86	86
H-TAR-1-87	87
H-TAR-1-88	88
H-TAR-1-89	89
H-TAR-1-90	90
H-TAR-1-91	91
H-TAR-1-100	100
H-TAR-1-101	101
H-TAR-1-102	102
H-TAR-1-103	103
H-TAR-1-104	104

TAVA Resort at Sand Hollow Phase 2:	
H-TAR-2-21	21
H-TAR-2-22	22
H-TAR-2-24	24
H-TAR-2-25	25
H-TAR-2-26	26
H-TAR-2-27	27
H-TAR-2-30	30
H-TAR-2-31	31
H-TAR-2-33	33
H-TAR-2-34	34
H-TAR-2-35	35
H-TAR-2-36	36
H-TAR-2-37	37
H-TAR-2-38	38
H-TAR-2-39	39
H-TAR-2-40	40
H-TAR-2-41	41
H-TAR-2-42	42
H-TAR-2-43	43
H-TAR-2-44	44
H-TAR-2-45	45
H-TAR-2-46	46
H-TAR-2-47	47
H-TAR-2-48	48
H-TAR-2-49	49
H-TAR-2-50	50
H-TAR-2-51	51
H-TAR-2-52	52
H-TAR-2-53	53
H-TAR-2-93	93
H-TAR-2-94	94
H-TAR-2-95	95
H-TAR-2-96	96
H-TAR-2-97	97
H-TAR-2-98	98

H-TAR-2-99	99