

After recording mail to:
JAMES & KNOX, PLLC
P.O. Box 17001
Salt Lake City, Utah 84117

**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATIONS OF EASEMENTS
FOR TRAVERSE MOUNTAIN
A MASTER PLANNED COMMUNITY**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Traverse Mountain ("Amendment"), is hereby adopted by the Traverse Mountain Master Association ("Master Association") as of the date signed below, and as more fully set forth below. This Amendment is also certified as of the date of recording of in the office of the Utah County Recorder, pursuant to Article XIV, Section 14.2.7 of the Master Declaration (defined below).

RECITALS

A. WHEREAS, certain real property in Utah County, Utah, known as Traverse Mountain was subjected to certain covenants, conditions, and restrictions pursuant to an Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Traverse Mountain ("Master Declaration"), recorded on June 18, 2007, as Entry Number 88194:2007 in the Recorder's Office for Utah County, Utah;

B. WHEREAS, this Amendment shall be binding against the Properties described in the Declaration and any annexation or supplement thereto, as described in **Exhibit A** hereto;

C. WHEREAS, the Board of Directors for the Master Association ("Board"), has determined that it is the best interests of the Master Association to adopt a system of minor, routine Common Assessment increases to enable the Master Association's assessment revenue to keep pace with inflation and rising maintenance costs and reserve funding obligations;

D. WHEREAS, the Board, for the benefit of the Master Association and all Owners/Members thereof, has also determined that it is in the best interests of the Master Association to adopt a formal reinvestment fee covenant through this Amendment, for the long-term funding of capital improvement projects; for funding maintenance and repair of common infrastructure, amenities, and facilities; and for other Master Association expenses;

E. WHEREAS, pursuant to Article XIV, Section 14.2 of the Master Declaration, the undersigned officers hereby certify that the vote required by of the Master Declaration has occurred and the affirmative vote has been obtained approving this Amendment, and that all other requirements under the Master Declaration for Amendment, if any, have been satisfied.

NOW THEREFORE, the Master Declaration is hereby amended in accordance with the provisions set forth below. Any provisions in the Master Declaration not explicitly addressed in the Amendments described below shall remain in full force and effect and shall remain unchanged by this Amendment.

AMENDMENTS

Article VII, Section 7.5.1 of the Master Declaration is hereby deleted and replaced in its entirety as set forth below:

7.5.1 Increases in the General Assessment Component. For any Fiscal Year, the Board may unilaterally increase the General Assessment Component of the annual Common Assessment by up to twenty percent (20%) of the General Assessment Component for the immediately preceding Fiscal Year. Any increases in excess of twenty percent (20%) of the General Assessment Component for the preceding Fiscal Year, must be approved in advance by a majority of the Neighborhood Representatives. In every odd-numbered year (e.g. 2027, 2029, etc.), the General Assessment Component shall automatically increase by three percent (3%) over the General Assessment Component for the immediately preceding Fiscal Year, unless otherwise expressly determined by the Board. The Board shall have discretion to approve an increase in the General Assessment Component for an odd-numbered year by more or less than the automatic 3% increase, subject to the other limitations in this paragraph. However, in the event the Board fails to designate a different percentage, the 3% increase to the General Assessment Component for any odd-numbered year shall take effect automatically.

Article VII, Section 7.10 of the Master Declaration is hereby deleted and replaced in its entirety by the provision set forth below. This Reinvestment Fee Covenant shall supersede and replace any prior reinvestment fee covenants or transfer fees burdening properties within the Traverse Mountain Master Association.

7.10 REINVESTMENT FEE COVENANT

7.10.1 Reinvestment Fee Due on Transfer of Property. Each time legal title to any Lot, Condominium, or other dwelling unit within the Traverse Mountain Master Association passes from one person or entity to another (“Transferred Property”), the new Owner of the Transferred Property (purchaser) shall be obligated to pay to the Master Association, in addition to any other required amounts, a reinvestment fee in the amount of .5% of the gross purchase price of the Transferred Property, or any such lesser amount determined by resolution of the Board of Directors (“Reinvestment Fee”). The Reinvestment Fee shall be collected from the new Owner at the close of escrow for the

purchase of the Transferred Property, and paid to the Master Association not more than thirty (30) days after closing. Until paid to the Master Association, the Reinvestment Fee due pursuant to this provision shall be considered an unpaid Common Assessment, with all attendant lien rights and other collection rights reserved to the Master Association in Articles VII, XII, or any other section of the Master Declaration.

7.10.2 Purpose. The purpose of the Reinvestment Fee required to be paid pursuant to this section is to provide for the Master Association's costs directly related to the transfer of the Transferred Property and may also provide for the following, in the discretion of the Board of Directors: common planning, facilities, and infrastructure; obligations arising from an environmental covenant; community programming; resort facilities; open space; recreation amenities; charitable purposes; and/or Master Association expenses.

7.10.3 Exceptions. The following transfers are not subject to the above referenced Reinvestment Fee:

- (a) an involuntary transfer;
- (b) a transfer that results from a court order;
- (c) a bona fide transfer to a family member or members of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
- (d) a transfer or change of interest due to death, whether provided in by will, trust, or decree of distribution;
- (e) the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of the Association's costs directly related to the transfer of the burdened property, not to exceed \$250; or
- (f) any transfer or change of interest of a Transferred Property where the seller in the transaction was the Owner of the Transferred Property at the time this Reinvestment Fee Covenant was first recorded. This exception does not apply to any subsequent transfer of the same burdened property by any Owner who took title or ownership of the burdened property after this Reinvestment Fee Covenant was recorded.

7.10.4 Notice of Reinvestment Fee. A separate Notice of Reinvestment Fee Covenant will be recorded providing additional notice in compliance with Utah Code § 57-1-46(6).

IN WITNESS WHEREOF, the Traverse Mountain Master Association has executed this Amendment to the Master Declaration as of the 30th day of April, 2025. The undersigned officers of the Master Association, by signing below, hereby certify and swear that the requisite number of Neighborhood Representatives have either voted for or consented in writing to the amendments described above. The undersigned officers of the Master Association further agree and consent that this statement and their signatures below shall constitute the Certificate of Amendment as required by Article XIV, Section 14.2.7 of the Master Declaration.

TRAVERSE MOUNTAIN MASTER ASSOCIATION

W. H. G. -

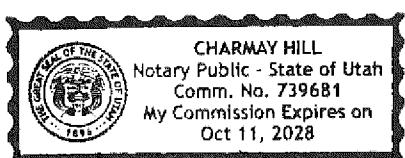
By: William Spence
Its: Board Member, President

A handwritten signature in black ink, appearing to read "James C. Moore".

By: BRANDON DYER
Its: Board Member

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the date signed above, William Spencer and Brandon Dyer personally appeared before me and acknowledged that they have knowledge of the facts set forth in the foregoing document and that all statements made in this document are true and correct to the best of their knowledge. Subscribed and sworn to before me on April 30th, 2025.



Champlain Hill
Notary Public

EXHIBIT A
(Legal Description)

Beginning at a point which is East 1318.84 feet and South 807.71 feet from the Northwest corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence North 87°42'00" West 882.87 feet to a point of curvature; thence along the arc of a 5819.55 foot radius curve to the left 398.82 feet through a central angle of 03°55'35", the chord of which bears North 89°39'48" West 398.74 feet to a point on the Easterly right of way of Morning Glory Road; thence along said right of way the following three (3) calls: (1) South 0°09'00" West 7.13 feet to a point of curvature; (2) thence along the arc of a 26.00 foot radius curve to the left 41.57 feet through a central angle of 91°36'17", the chord of which bears South 45°39'13" East 19.60 feet; (3) thence South 1°27'26" East 19.60 feet to a point on the northerly right of way line of SR 92; thence along said right of way and also along the arc of a 5841.38 foot radius curve to the left 160.89 feet through a central angle of 00°58'51", the chord of which bears South 87°54'05" West 160.88 feet; thence leaving said right of way to a point on the westerly right of way of Morning Glory Road; thence along said right of way the following three (3) calls: (1) North 03°3'13" West 19.15 feet to a point of curvature; (2) thence along the arc of a 26.00 foot radius curve to the left 39.39 feet through a central angle of 86°48'03", the chord of which bears North 43°32'54" East 35.73 feet; (3) thence North 00°09'00" East 9.50 feet to a point of curvature; thence along the arc of a 5830.00 foot radius curve to the left 735.35 feet through a central angle of 07°13'37", the chord of which bears South 83°40'53" West 734.86 feet; thence South 09°55'55" East 51.87 feet to a point on the northerly right of way line of SR 92; thence along said right of way the following four (4) calls: (1) thence along the arc of a 5841.38 foot radius curve to the left 41.09 feet through a central angle of 00°24'11", the chord of which bears South 80°01'12" West 41.09 feet; (2) thence South 79°43'26" West 752.25 feet to a point of curvature; (3) thence along the arc of a 5646.95 foot radius curve to the right 777.28 feet through a central angle of 07°53'12", the chord of which bears South 83°40'37" West 776.67 feet; (4) thence South 87°36'38" West 2052.75 feet; thence leaving said right of way North 41°37'36" West 1115.22 feet along the easterly line of the Light Rail Corridor right of way; thence along said right of way the following nine (9) calls: (1) thence North 46°15'16" West 204.62 feet; (2) thence North 48°31'00" West 2116.69 feet to a point of curvature; (3) thence along the arc of a 2742.42 foot radius curve to the right 1214.82 feet through a central angle of 25°22'50", the chord of which bears North 28°41'09" West 1204.91 feet; (4) thence North 23°08'10" West 433.22 feet; (5) thence North 27°16'01" West 243.57; (6) thence North 29°56'45" West 451.27 feet to a point of curvature; (7) thence along the arc of a 1259.22 foot radius curve to the right 362.53 feet through a central angle of 16°29'44", the chord of which bears North 23°48'19" West 361.28 feet; (8) thence North 13°27'01" West 1753.90 feet to a point of curvature; (9) along the arc of a 476.03 foot radius curve to the left 132.64 feet through a central angle of 15°57'53", the chord of which bears North 21°25'58" West 132.21 feet; thence leaving said right of way South 89°45'05" East 962.65 feet to the westerly line of Winter Haven Subdivision Phase 1 Amended on file with the Utah County Recorder's Office; thence North 00°05'33" West along the westerly line of said Winter Haven Subdivision Phase 1 Amended and

Winter Haven Phasc 2 2247.25 feet; thence North 61°44'01" East 13.57 feet; thence North 00°30'22" East along said line 929.45 feet; thence North 00°19'26" East along said line 1884.51 feet; thence North 85°56'42" East 779.73 feet to the westerly line of the Utah Power and Light parcel as recorded in Warranty Deed Entry No. 42465, Book 1690 and Page 759 on file with the Utah County Recorders Office; thence South 05°28'00" East along said westerly line 50.70 feet; thence North 84°32'00" East along the southerly line of said parcel 100.00 feet; thence North 05°28'00" West along the easterly line of said parcel 51.76 feet; thence North 83°55'26" East 15.09 feet; thence North 53°01'27" East 592.37 feet; thence North 37°42'18" East 2130.78 feet; thence North 54°46'19" East 1109.17 feet; thence North 27°48'45" East 125.21 feet; thence North 33°31'25" East 20.03 feet; thence North 89°56'30" East 2914.07 feet to the West Quarter corner of Section 17, Township 4 South, Range 1 East, Salt Lake Base and Meridian, a found Utah County Brass Cap; thence South 00°04'00" East along the Section line 2638.00, according to field survey information, to the Southwest corner of said Section 17; thence South 89°58'00" East along the Section line 3481.86 through the South Quarter corner of said Section 17, a found Utah County Brass Cap, to a point; thence South 30°43'27" West 1601.80 feet; thence South 12°36'57" West 1532.29 feet; thence South 32°15'47" West 816.57 feet; thence South 34°59'54" West 490.30 feet; thence South 03°01'38" West 836.44 feet; thence South 09°45'13" East 749.75 feet; thence South 32°26'27" East 880.20 feet; thence South 25°01'34" East 455.66 feet; thence South 00°23'31" West 2660.80 feet; thence North 89°48'43" East 1891.43 feet; thence South 00°05'59" East 2268.04 feet; thence North 87°46'07" West 1910.08 feet; thence North 00°08'40" East 50.69 feet; thence North 87°42'00" West 1.48 feet to the point of beginning.

Area = 2660 Acres

Line Table		
Name	Length	Direction
L1	7.12	S 0°09'00" W
L2	19.66	S 1°27'26" E
L3	15.5	N 3°03'13" W
L4	9.50	N 0°09'00" E
L5	51.87	S 9°55'58" E
L6	204.62	N 46°15'16" W
L7	433.22	N 23°08'10" W
L8	243.57	N 27°16'01" W
L9	451.27	N 29°53'45" W
L10	982.65	S 69°45'05" E
L11	13.57	N 61°44'01" E
L12	923.45	N 0°33'22" E
L13	779.73	N 85°58'42" E
L14	50.70	S 05°28'00" E
L15	100.00	N 84°20'00" E
L16	51.76	N 5°28'00" W
L17	15.09	N 93°55'25" E
L18	552.37	N 53°01'27" E
L19	125.21	N 27°48'45" E
L20	20.03	N 33°31'25" E
L21	493.30	S 34°59'54" W
L22	838.44	S 3°01'36" W
L23	748.75	S 9°45'13" E
L24	880.20	S 32°26'27" E
L25	455.68	S 25°01'00" E
L26	56.69	N 00°05'40" E
L27	1.45	N 67°42'03" W

Curve Table							
Name	Radius	Arc	Chord	Tangent	Middle	External	Chord
			Length	Length	Distance	Direction	
C1	5819.55	388.82	388.74	198.48	3.42	3.42	N 89°39'45" W
C2	28.00	41.57	37.28	28.74	7.87	11.30	S 45°39'13" E
C3	5841.38	162.89	160.88	80.45	0.55	0.55	S 87°54'05" W
C4	28.00	39.39	35.73	24.59	7.11	9.78	N 43°32'54" E
C5	5830.00	795.35	734.86	358.16	11.59	11.61	S 85°40'53" W
C6	5841.39	41.09	41.09	20.54	0.04	0.04	S 80°31'12" W
C7	5846.65	777.28	776.57	399.36	13.57	13.40	S 89°40'37" W
C8	2742.42	214.82	1204.91	617.54	66.69	88.87	N 28°41'39" W
C9	1259.22	362.53	351.28	182.53	13.02	3.15	N 23°48'19" W
C10	476.03	132.84	132.21	56.75	4.81	4.55	N 21°25'58" W

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SECTION 18
T4S R1E

SECTION 17
T 4S R 1E

SECTION 13

5

SECTION 19

SECTION
T4S

SECTION 25

SECTION 30
TAS B1E

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SECTION 36
T4S R1W

SECTION 31
T4S R1E

SEC
T4

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