

10759709
07/22/2009 10:47 AM \$44.00
Book - 9748 Pg - 323-326
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ARBOR COTTONWOOD HOLDING
126 W SEGO LILY DR #275
SANDY UT 84070
BY: EAP, DEPUTY - WI 4 P.

WHEN RECORDED RETURN TO:

Arbor Cottonwoods Holding, LLC
126 W. SEGO LILY DR. # 275
Sandy, Utah 84070
Attn: Cory Gust

4/28

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTONWOOD MEADOWS, P.U.D.

This Amendment to the Declaration of Covenants, Conditions and Restrictions is made and entered into effective as of the 21st day of July 2009, by ARBOR COTTONWOODS HOLDING, LLC, a Utah limited liability company ("Declarant").

A. The Declarant is the Owner of twenty-eight of the twenty-nine Lots in the Project, holding 140 of the 141 votes (or approximately 99.3%) of Cottonwood Holdings Homeowners Association (the "Association") also known as Talavara Homeowners Association. The legal description of the Property within the Project is attached hereto and incorporated herein as Exhibit A.

B. The Declarant now desires to modify and amend the Declaration of Covenants, Conditions and Restrictions for Cottonwood Meadows, P.U.D., dated August 15, 2007 and recorded on August 30, 2007 in the Salt Lake County Recorder's office as Entry No. 10209177 (the "Declaration"), as specifically set forth below.

C. The Declarant has obtained the necessary seventy-five percent (75%) majority of votes to amend and modify the Declaration in accordance with the Articles and Bylaws of the Association.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended as follows:

1. Capitalized Terms. All capitalized terms used in this Amendment shall have the same meaning as set forth in the Declaration, unless another meaning is expressly indicated.

2. Amendment of Section 7.3 of the Declaration. Section 7.3 of the Declaration is hereby amended and restated in its entirety as follows:

7.3 Powers. The Committee is hereby authorized to perform (or to retain the services of one (1) or more consulting architects, landscape architects or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing) the design review functions prescribed in this Declaration and the Association's Bylaws and to carry out the provisions set forth therein.

Each Lot Owner (except Declarant) shall be required to pay a Five Hundred Dollar (\$500.00) Design Review Fee and a Five Thousand One Hundred Forty Five Dollar (\$5,145.00) Culinary House Water and Fire Protection Connection Fee to the Cottonwood Holdings Homeowners Association before any new construction commences. The Five Hundred Dollar (\$500.00) fee will be used by the Committee to pay the costs of architects and other professionals retained by the Committee to review home plans. Lot Owners are encouraged to submit renderings, preliminary schematic drawings to the Committee as soon as possible in order to avoid unnecessary revisions and delays in constructions. The Five Thousand One Hundred Forty Five Dollar (\$5,145.00) Culinary House Water and Fire Protection Connection Fee shall be used by the Association to reimburse or make payment to the applicable entity for repayment of such fees in connection with the water and fire connections and installations, as prepaid to the applicable municipality by the Association.

3. Amendment of Section 8.1 of the Declaration. Section 8.1 of the Declaration is hereby amended and restated in its entirety as follows:

8.1 Land Use and Building Type. No Lot shall be used for other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling not to exceed the height limitation for the applicable zone of the City of Cottonwood Heights as specified at the time of recordation of the Plat. Each dwelling must have at least a two (2) car and no more than a four (4) car garage. A detached garage may be built if approved by the Committee. Carports may not be built. All such dwellings shall meet the minimum size requirements of the City of Cottonwood Heights as specified at the time of the recordation of the Plat. Height shall be measured as the vertical distance from average finish grade surface at the building wall to the highest point (apex) of the roof. Chimneys, flag poles and similar structures not used for human occupancy are excluded for purposes of calculating the height of a structure. Unless otherwise approved in writing by the Committee, each dwelling shall contain a minimum square footage of 2,000 square feet on the main floor for a two-story dwelling and 2,200 square feet on the main floor for a rambler or a single story dwelling. Square footage of any style is excluding garages, porches, verandas, patios, basements, eaves, overhangs and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement. Any deviations from these requirements must be approved in writing by the Committee and the City of Cottonwood Heights, as applicable. The side yard for each building shall meet the minimum requirements of the City of Cottonwood Heights.

4. Approval. This Amendment is adopted and approved by the undersigned pursuant to the Declaration. All conditions precedent to and requirements of amending the Declaration have been met and satisfied.

5. Effect on Declaration. Except as specifically set forth herein, all other sections, paragraphs, terms, conditions and provisions in the Declaration shall remain in full force and effect and are incorporated herein by this reference.

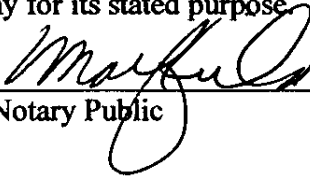
IN WITNESS WHEREOF, the undersigned acknowledges that it has signed this Amendment to be effective as of the date first written above.

ARBOR COTTONWOODS HOLDING, LLC,
a Utah limited liability company

By: 
Cory Gust, Member

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 21 day of July, 2009, personally appeared before me Cory Gust, a Member of Arbor Cottonwoods Holding, LLC, who acknowledged that he executed the foregoing document on behalf of said company for its stated purpose.


Notary Public

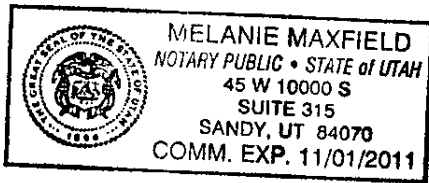


EXHIBIT A

(Legal Descriptions of Property)

ALL OF LOTS 1-29, COTTONWOOD MEADOWS P.U.D., A PLANNED UNIT DEVELOPMENT, AS SHOWN ON THE SUBDIVISION PLAT THEREFOR, RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 328.12 FEET AND WEST 667.42 FROM THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 5°25' WEST 537.14 FEET TO A FENCE; THENCE ALONG A FENCE LINE WEST 288.6 FEET; THENCE SOUTH 79°18' WEST 101.6 FEET; THENCE SOUTH 69°27' WEST 213.66 FEET; THENCE WEST 20.0 FEET; THENCE NORTH 14.9 FEET; THENCE SOUTH 56°35' WEST 198.87 FEET; THENCE NORTH 7°30' EAST 560.59 FEET; THENCE WEST 283.05 FEET; THENCE NORTH 39° WEST 7.33 FEET TO THE EAST LINE OF CABALLERO RANCHES SUBDIVISION; THENCE ALONG THE EAST LINE OF CABALLERO RANCHES SUBDIVISION NORTH 552.75 FEET; THENCE SOUTH 67°30' EAST 206.25 FEET; THENCE NORTH 400.03 FEET, MORE OR LESS, TO THE SOUTH LINE OF SIESTA DRIVE; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF SIESTA DRIVE, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINS APPROXIMATELY 19.410 ACRES ON 29 LOTS.