

Ent: 385380 - Pg 1 of 7  
Date: 6/11/2013 1:10:00 PM  
Fee: \$220.00  
Filed By: eCASH  
Jerry M. Houghton, Recorder  
Tooele County Corporation  
For: Cottonwood Title Insurance Agency, Inc.

WHEN RECORDED RETURN TO:  
Ivory Development, LLC  
Brad Mackay  
978 East Woodoak Lane  
Salt Lake City, Utah 84117  
(801) 747-7440

**AMENDMENT  
TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,  
AND RESERVATION OF EASEMENTS FOR BENSON MILL CROSSING  
AND  
NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS, AND RESERVATION OF EASEMENTS  
FOR  
BENSON MILLS CROSSING TOWNS SUBDIVISION**

This Amendment to Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Benson Mill Crossing and Neighborhood Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Benson Mills Crossing Towns Subdivision is executed by Ivory Development, LLC, a Utah limited liability company, of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Declarant").

**RECITALS**

Whereas, the Property is subject to and bound by the Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Benson Mill Crossing recorded in the official records of the County Recorder of Tooele County , Utah on June 29, 2007 as Entry No. 288009 (the "Master Declaration").

Whereas, the Property is subject to and bound by the Neighborhood Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Benson Mill Crossing Phase 2 PUD ("The Towns at Benson Mills Crossing Crossing") recorded in the official records of the County Recorder of Tooele County, Utah on August 21, 2007 as Entry No. 291805 (the "Neighborhood Declaration").

Whereas, the related Plat Map or Maps have also been recorded in the Office of the County Recorder of Tooele County, Utah.

Whereas, Declarant reserved the unilateral right to amend the Master Declaration and the Neighborhood Declaration.

Whereas, Declarant now intends to amend the Neighborhood Declaration to reflect current market conditions for a viable subdivision.

Whereas, this Amendment affects the real property submitted to the Master Declaration located in Tooele County, Utah described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference.

Whereas, this Amendment affects the real property and townhouse lots known as the Benson Mills Crossing Towns Subdivision located in Tooele County, Utah described with particularity on Exhibit "A-1" attached hereto and incorporated herein by this reference.

### AMENDMENT

NOW, THEREFORE, for the reasons recited above and for the vitality and benefit of the Benson Mills Crossing Towns Subdivision and Owners, Declarant hereby amends both the Master Declaration and the Neighborhood Declaration, as noted with particularity below, in order to delete all provisions and requirements that a home be owner-occupied, anything to the contrary notwithstanding.

1. The following provisions of Article X of the Master Declaration are hereby repealed:

Subsection Number	Caption
10.1.23	Rental Restrictions
10.1.24	Owner-Occupancy Requirements
10.1.25	Hardship Exception
10.1.26	Rental Rules and Regulations
10.1.27	Leases Subject to Project Documents
10.1.28	Leases Must Be In Writing
10.1.29	Owner Responsible for Renters
10.1.30	Minimum Lease Terms
10.1.32	Owner-Occupation and Joint Value Agreement

2. The following provisions are hereby added to Article X of the Master Declaration:

10.1.43 Definition of Owner-Occupied. The term "owner-occupied" shall mean a Unit occupied by one of the following:

a. The vested owner (as shown on the records of the Davis County Recorder);

b. The vested owner and/or his spouse, children or siblings; or

c. The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner

(provided, such person holds a beneficial interest in such legal entity of at least 50.0%) and/or his spouse, children or parents.

10.1.44 Leases. Other than as expressly stated in this subsection, there is no restriction on the right of any Owner to lease, rent or otherwise grant occupancy rights to a Townhouse Lot.

a. All leases and rental agreements are subject to the Rental Regulations adopted by the Board of Directors, which may be modified from time to time.

b. The initial minimum lease or rental term shall be at least six (6) months.

c. Daily or weekly rentals are prohibited.

d. Owner may lease individual rooms to separate persons or less than his entire Dwelling Unit or Home without the prior express written consent of the Board of Directors.

e. All lessees, tenants and renters shall abide by and be subject to the Governing Documents, and a violation of the Governing Documents shall be considered a material violation of the lease or rental agreement.

f. The Declarant hereby reserves to itself and hereby grants to the Board of Directors the right to review and approve all lease or rental agreements and/or to require the use of a crime free addendum or safe renting addendum, and may impose a reasonable review or administration fee as a condition precedent to the lease or rental of any Townhouse Lot.

g. The Declarant hereby reserves to itself and hereby grants to the Board of Directors the right to impose by rule rental restrictions to such extent and with such language as may be requested by the Utah State Department of Real Estate (or similar agency), FHA, VA, FHLMC, FNMA, or a conventional mortgage lender, and to further adopt rules to the extent requested by any federal, state or local governmental agency or a conventional lender which requests such rule as a condition precedent to finance or refinance a Townhouse Lot or for approval of the Declaration or approval of the sale of a Townhouse Lot, or by any conventional or federally chartered lending institution as a condition precedent to lending funds upon the security of any Townhouse Lot, or any

portions thereof. Recordation of such an amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such amendment, when recorded, shall be binding upon the Property, in whole or in part, and all persons having an interest therein.

3. Any and all provisions and requirements that a Dwelling Unit or Home be owner-occupied are hereby deleted, anything to the contrary notwithstanding.

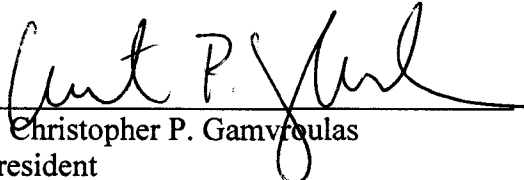
4. In the event of any conflict, inconsistency, or incongruity between the provisions of the Declaration and the provisions this Amendment, the latter shall in all instances govern and control:

5. If any provision of this Amendment is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Amendment will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Amendment will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Amendment. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Amendment, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

6. The effective date of this shall be the date on which said instrument is filed for record in the Office of the County Recorder of Tooele County, Utah.

Dated the 10 day of June, 2013.

DEVELOPER:  
IVORY DEVELOPMENT, LLC

By:   
Name: Christopher P. Gamvroulas  
Title: President



**EXHIBIT "A"**

**MASTER LEGAL DESCRIPTION**

The Property referred to in the foregoing document as the Benson Mills Crossing is located in Tooele County, Utah and is described more particularly as follows:

All of BENSON MILL CROSSING PHASE 1 PUD, a Planned Residential Development, as the same is identified in the Record of Plat Map recorded in Tooele County, Utah as Entry No. 275454.

Parcel No.: 16-027-0-0101 through 0155

All of BENSON MILL CROSSING PHASE 5 PUD, a Planned Residential Development, as the same is identified in the Record of Plat Map recorded in Tooele County, Utah as Entry No. 372172.

Parcel No.: 18-019-0-0501 through 0516

All of BENSON MILL CROSSING PHASE 6 PUD, a Planned Residential Development, as the same is identified in the Record of Plat Map recorded in Tooele County, Utah as Entry No. 384001.

Parcel No.: 18-040-0-0604 through 0630

**EXHIBIT "A-1"**  
**BENSON MILLS CROSSING TOWNS SUBDIVISION LEGAL DESCRIPTION**

The Property referred to in the foregoing document as the Benson Mills Crossing Towns Subdivision is located in Tooele County, Utah and is described more particularly as follows:

All of BENSON MILL CROSSING PHASE 2 PUD - AMENDED, a Planned Residential Development, as the same is identified in the Record of Plat Map recorded in Tooele County, Utah as Entry No. 297026.

Parcel No.: 16-069-0-0201 through 0222

All of BENSON MILL CROSSING PHASE 3 PUD, a Planned Residential Development, as the same is identified in the Record of Plat Map recorded in Tooele County, Utah as Entry No. 297027.

Parcel No.: 16-070-0-0301 through 0353

All of BENSON MILL CROSSING PHASE 4 PUD, a Planned Residential Development, as the same is identified in the Record of Plat Map recorded in Tooele County, Utah as Entry No. 357256.

Parcel No.: 17-099-0-0401 through 0409

All of BENSON MILL CROSSING PHASE 7 PUD, a Planned Residential Development, as the same is identified in the Record of Plat Map recorded in Tooele County, Utah as Entry No. 384003.

Parcel No.: 18-041-0-0701 through 0718