

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

11789757  
1/14/2014 4:58:00 PM \$16.00  
Book - 10205 Pg - 3550-3553  
Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 4 P.

**AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND  
RESERVATIONS OF EASEMENTS  
FOR  
FOXWOOD AT HOLLADAY SUBDIVISION**

This Amendment to Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Foxwood at Holladay is made and executed by Ivory Development, LLC, of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Declarant").

**RECITALS**

A. The Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Foxwood at Holladay was recorded in the office of the County Recorder of Salt Lake County, Utah on March 1, 2012 as Entry No. 11343028 in Book 9996 at Pages 3082-2135 of the official records (the "Declaration").

B. The related Plat Map or Maps have also been recorded in the Office of the County Recorder of Salt Lake County, Utah.

C. The Declarant reserved the unilateral right to amend the Declaration.

D. The Declarant now intends to amend the Declaration as set forth below.

E. This amendment affects the real property located in Salt Lake County, Utah described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property", "Foxwood at Holladay", or "Subdivision").

**AMENDMENT**

NOW, THEREFORE, for the reasons recited above and for the vitality and benefit of the Foxwood at Holladay and Owners of Lots therein, Declarant hereby amends the Declaration as follows.

1. Article 2, Section 11 of the Declaration is hereby deleted in its entirety.

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**ACCOMMODATION RECORDING ONLY.  
COTTONWOOD TITLE INSURANCE AGENCY,  
INC. MAKES NO REPRESENTATION AS TO  
CONDITION OF TITLE, NOR DOES IT ASSUME  
ANY RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR EFFECTS OF DOCUMENT.**

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2. Article 2, Section 12 of the Declaration is hereby deleted in its entirety and the following language is substituted in lieu thereof:

12. Leases. Except as expressly and specifically set forth in this section, there are no restrictions on the right of an Owner to rent, lease or grant occupancy rights in his Home:

a) Rentals shall be subject to reasonable rental rules and regulations adopted by the Board of Directors, as they may be amended from time to time.

b) No Owner shall be permitted to lease his Home for short term, transient, hotel, vacation, seasonal or corporate use purposes. For purposes of this section the term "short term" shall be considered to be any rental with an initial term of less than twelve (12) months. Daily or weekly rentals are expressly prohibited. Without the express prior written consent of the Board of Directors, no Owner may lease individual rooms to separate individuals or less than his entire Home, including by way of illustration but not limitation letting a room to domestic help or a caretaker..

c) "For Rent" or "For Lease" signs are prohibited.

d) The Board of Directors may elect to require its approval in writing of all lease and rental agreements as to form and the use of a crime-free addendum, and may further require participation in a municipal good landlord program if available.

3. Any and all provisions and requirements that a Lot, Dwelling Unit or Home be owner-occupied are hereby deleted and repealed, 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 Salt Lake County, Utah.

Dated the 14 day of January, 2014.

DEVELOPER:  
IVORY DEVELOPMENT, LLC

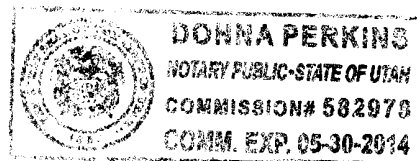
By: *Christ P. Gamvroulas*  
Name: Christopher P. Gamvroulas  
Title: President

### ACKNOWLEDGMENT

STATE OF UTAH                     )  
  ss:  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 14 day January, 2014 by Christopher P. Gamvroulas, the President of IVORY DEVELOPMENT, LLC., a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said IVORY DEVELOPMENT, LLC. executed the same.

*Donna Perkins*  
NOTARY PUBLIC



# EXHIBIT "A" LEGAL DESCRIPTION

The Property referred to in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

### FOXWOOD OF HOLLADAY P.U.D.

LOCATED IN THE NORTH EAST QUARTER, OF SECTION 8 &  
THE NORTHWEST QUARTER OF SECTION 9,  
TOWNSHIP 2 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN

**OWNER'S DECLARATION**

I, the undersigned, being the owner of the above described property, do hereby certify that the information herein is true and correct to the best of my knowledge and belief, and that the same is in accordance with the plans and specifications on file in the office of the County Clerk of Salt Lake County, Utah.

**FOURWOOD OF HOLLADAY P.U.D.**

**OWNER'S DECLARATION**

I, the undersigned, being the owner of the above described property, do hereby certify that the information herein is true and correct to the best of my knowledge and belief, and that the same is in accordance with the plans and specifications on file in the office of the County Clerk of Salt Lake County, Utah.

**SUBJECT'S CERTIFICATE**

I, the undersigned, being the owner of the above described property, do hereby certify that the information herein is true and correct to the best of my knowledge and belief, and that the same is in accordance with the plans and specifications on file in the office of the County Clerk of Salt Lake County, Utah.

**FOURWOOD OF HOLLADAY P.U.D.**

**OWNER'S DECLARATION**

I, the undersigned, being the owner of the above described property, do hereby certify that the information herein is true and correct to the best of my knowledge and belief, and that the same is in accordance with the plans and specifications on file in the office of the County Clerk of Salt Lake County, Utah.

**PROPERTY DATA**

Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	10,000	10,000	10,000	10,000	10,000
2	10,000	10,000	10,000	10,000	10,000
3	10,000	10,000	10,000	10,000	10,000
4	10,000	10,000	10,000	10,000	10,000
5	10,000	10,000	10,000	10,000	10,000
6	10,000	10,000	10,000	10,000	10,000
7	10,000	10,000	10,000	10,000	10,000
8	10,000	10,000	10,000	10,000	10,000
9	10,000	10,000	10,000	10,000	10,000
10	10,000	10,000	10,000	10,000	10,000
11	10,000	10,000	10,000	10,000	10,000
12	10,000	10,000	10,000	10,000	10,000
13	10,000	10,000	10,000	10,000	10,000
14	10,000	10,000	10,000	10,000	10,000
15	10,000	10,000	10,000	10,000	10,000
16	10,000	10,000	10,000	10,000	10,000
17	10,000	10,000	10,000	10,000	10,000
18	10,000	10,000	10,000	10,000	10,000
19	10,000	10,000	10,000	10,000	10,000
20	10,000	10,000	10,000	10,000	10,000

**ACKNOWLEDGMENT**

I, the undersigned, being the owner of the above described property, do hereby certify that the information herein is true and correct to the best of my knowledge and belief, and that the same is in accordance with the plans and specifications on file in the office of the County Clerk of Salt Lake County, Utah.

**ACKNOWLEDGMENT**

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