Ent 499994 Bk 1354 Pm 1745-1787 Date: 11-MAY-2021 | 4:47:26PM Fee: \$198.00 Check Filed By: HP MARCY M MURRAY, Recorder WASATCH COUNTY CORPORATION For: JOVID MARK LUC

FIRST AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR

JOVID MARK CONDOS ALSO KNOWN AS BLACK ROCK MOUNTAIN RESORT

THIS FIRST AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR JOVID MARK CONDOS ALSO KNOWN AS BLACK ROCK MOUNTAIN RESORT (the "First Amendment to the Declaration") is adopted this 11th day of May 2021, by Jovid Mark, LLC, a Utah limited liability company ("Jovid Mark"), and Jovid Mark Residences, LLC, a Utah limited liability company ("JMR") (JMR together with Jovid Mark are referred to as the "Declarant"). The Declarant intends that this First Amendment to the Declaration shall amend the Declaration (defined below) as outlined more fully below.

RECITALS

- A. On November 12, 2020, Declarant recorded that certain Master Declaration of Covenants, Easements and Restrictions for Jovid Mark Condos also known as Black Rock Mountain Resort, with the Wasatch County Recorder's Office as Entry No. 488439, in Book 1323, at Pages 1204-1306 (the "Declaration"), against that certain real property more fully described in Exhibit A attached hereto (the "Property");
- B. This First Amendment to the Declaration is being made during the Period of Declarant Control and during such period the Declarant has "reserve[d] the unilateral right to construct Improvements on any area of the Common Elements and modify location, type and nature of the Common Elements as it shall determine in its sole and exclusive discretion[.]. Such construction and relocation rights shall not be subject to the Consent of Owners, the Board, Mortgagees or any other Person." Declaration at Section 2.8.
- C. Pursuant to the Declarant's reserved Development Rights, the Declarant has "[t]he right to amend this Master Declaration, the Master Development Plan, maps or plats in connection with the exercise of any Development Right set forth in (a) (d) [of Section 2.9 of the Declaration.]"
- D. Section 2.7 of the Declaration also provides that "Notwithstanding any other provision of this Master Declaration to the contrary, but subject to the approval of the Municipal Authority as provided by law, Declarant, without obtaining the consent of any other Owner or Person, shall have the right to make any changes or modifications to its plan of development with respect to any property owned by Declarant in any way which Declarant desires including, but not limited to, changing all or any portion of the property owned by the Declarant or changing the nature or extent of the uses to which such property may be devoted."

- E. The Utah Code provides, in part, that "the undivided interest of each unit owner in the common areas and facilities as expressed in the declaration shall have a permanent character and shall not be altered without the consent of two-thirds of the unit owners expressed in an amended declaration duly recorded." Utah Code § 57-8-7(3). The Declarant owns more than two-thirds of units subject to the Declaration and this First Amendment to the Declaration; and,
- F. The amendments made by this First Amendment of the Declaration involve actions that Declarant has the unilateral right to make, or involves property owned by Declarant or relate to Common Element changes approved by at least two-thirds of the unit owners.
- G. The plat amendment attached as Exhibit B ("Plat Amendment B") hereto amends Parcel A Jovid Mark Subdivision. Plat B Amendment splits Parcel A into Parcels A & B. Parcel B is the pool area and the remainder is Parcel A as previously recorded. Plat Amendment B amends the previous plat, as recorded 9-19-2017 as Entry No. 442839, Book 1201, Pages 1247-1266, in Wasatch County, Utah.
- H. The plat amendment attached as Exhibit C hereto ("Plat Amendment C") amends Units 254, 255, 352, 452, 454, and common areas (common elements). Parcel 453 has been eliminated. Parcels 151 and 257 are newly created via this Plat Amendment C and certain common areas (common elements) amended. Plat Amendment C amends the previous plat, as recorded 4-9-2019 as Entry No. 462319, Book 1248, Pages 1434-1543, in Wasatch County, Utah.
- I. The plat amendment attached as Exhibit D hereto ("Plat Amendment D") amends Units 251, 252 and common areas (common elements). Parcel 250 is newly created via Plat Amendment D and certain common areas (common elements) amended. Plat Amendment D amends the previous plat, as recorded 4-10-2019 as Entry No. 462341, Book 1248, Pages 1662-1761, in Wasatch County, Utah.
- J. The plat amendment attached as Exhibit E hereto ("Plat Amendment E") amends Units 256, 354, 355, 356, 357 and common areas (common elements). Parcels 258 and 358 to 367 are newly created and certain common areas (common elements) are amended via this Plat Amendment E. Plat Amendment D amends the previous plat, as recorded 4-10-2019 as Entry No. 462344, Book 1248, Pages 1768-1867, in Wasatch County, Utah.

AMENDMENT ONE

NOW THEREFORE, the Declaration is hereby amended to include the plat amendments set forth in Plat Amendment B, Plat Amendment C, Plat Amendment D and Plat Amendment E, as described more fully in the above Recitals and as set forth in Exhibits B through E attached hereto.

IN WITNESS WHEREOF, Declarant has executed and delivered this First Amendment to the Declaration. The provisions of this First Amendment to the Declaration shall be effective as of the date of its recordation in the Office of the Recorder of Wasatch County, Utah.

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment to the Declaration the day and year first above written.

JOVID MARK, LLC, a Utah limited liability company

Richard Wolper, its manager

JOVID MARK RESIDENCES, LLC, a Utah limited liability company

Richard Wolper, its manager

STATE OF UTAH)):ss.
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 11th day of May 2021, by Richard T. Wolper, manager of Jovid Mark, LLC, a Utah limited liability company, and Jovid Mark Residences, LLC, a Utah limited liability company.

Notary

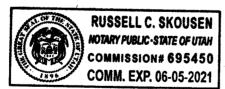


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel A:

All of that certain real property situated in County of Wasatch, State of Utah designated as Parcel A, as shown on the plat for the Jovid Mark Subdivision, recorded on September 19, 2017 and filed as Entry No. 442839, in Book 1201, beginning at Page 1247, according to the official plat thereof as recorded in the office of the Wasatch County Recorder.

Parcel A Tax Parcel No. 00-0021-2658

Area 7.46 acres

Parcel 2:

Units 253, 254, 255, 352, 353, 452, 453, 454, 455, 456, 457, 458, 551, 552 and 553, Jovid Mark Subdivision A Condo Plat Amending Parcels 2, 3 and 4 (1st amendment) (Phase 1), according to the official plat thereof as recorded in the office of the Wasatch County Recorder.

Together with the Common Area as shown on the official plat recorded April 9, 2019 as Entry No. 462319 in Book 1248 at Page 1434 of Official Records.

Parcel 2 Tax Parcel Nos.

00-0021-4090

00-0021-4091

00-0021-4092

00-0021-4093

00-0021-4094

00-0021-4095

00-0021-4096

00-0021-4097

00-0021-4098

00-0021-4099

00-0021-4100

00-0021-4101

00-0021-4102

00-0021-4103

00-0021-4104

Parcels 3 and 5:

Units 205, 206, 207, 208, 209, 211, 251, 252, 305, 306, 307, 308, 309, 310, 311, 312, 405, 406, 407, 408, 409, 410, 411, 412, 505, 506, 507, 508, 509, 510, 511, 512, 605, 606, 607, 608, 609, 610, 611 and 612, Jovid Mark Subdivision A Condo Plat Amending Parcels 3 and 5 (2nd amendment) (Phase 2), according to the official plat thereof as recorded in the office of the Wasatch County Recorder.

Together with the Common Area as shown on the official plat recorded April 10, 2019 as Entry No. 462341 in Book 1248 at Page 1662 of Official Records.

Parcels 3 and 5 Tax Parcel Nos. 00-0021-4105 00-0021-4106 00-0021-4107 00-0021-4108 00-0021-4109 00-0021-4110 00-0021-4111 00-0021-4112 00-0021-4113 00-0021-4114 00-0021-4115 00-0021-4116 00-0021-4117 00-0021-4118 00-0021-4119 00-0021-4120 00-0021-4121 00-0021-4122 00-0021-4123 00-0021-4124 00-0021-4125 00-0021-4126 00-0021-4127 00-0021-4128 00-0021-4129 00-0021-4130 00-0021-4131 00-0021-4132 00-0021-4133 00-0021-4134 00-0021-4135 00-0021-4136 00-0021-4137 00-0021-4138 00-0021-4139 00-0021-4140 00-0021-4141 00-0021-4142 00-0021-4143 00-0021-4144

Parcels 4 and 7:

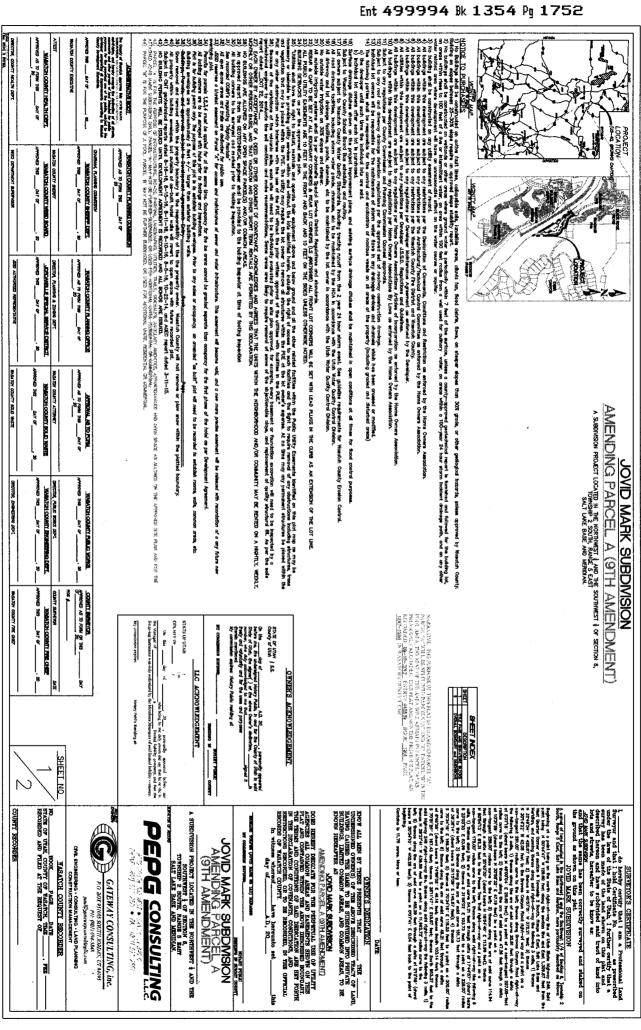
Units 256, 313, 315, 317, 319, 354, 355, 356, 357, 413, 414, 415, 416, 417, 418, 419, 420, 513, 514, 515, 516, 517, 518, 519, 520, 613, 614, 615, 616, 617, 618, 619 and 620, Jovid Mark Subdivision A Condo Plat Amending Parcels 4 and 7 (3rd amendment) (Phase 3), according to the official plat thereof as recorded in the office of the Wasatch County Recorder.

Together with the Common Area as shown on the official plat recorded April 10, 2019 as Entry No. 462344 in Book 1248 at Page 1768 of Official Records.

Parcels 4 and 7 Tax Parcel Nos 00-0021-4145 00-0021-4146 00-0021-4147 00-0021-4148 00-0021-4149 00-0021-4150 00-0021-4151 00-0021-4152 00-0021-4153 00-0021-4154 00-0021-4155 00-0021-4156 00-0021-4157 00-0021-4158 00-0021-4159 00-0021-4160 00-0021-4161 00-0021-4162 00-0021-4163 00-0021-4164 00-0021-4165 00-0021-4166 00-0021-4167 00-0021-4168 00-0021-4169 00-0021-4170 00-0021-4171 00-0021-4172 00-0021-4173 00-0021-4174 00-0021-4175 00-0021-4176 00-0021-4177

909 West Peace Tree Trail, Heber City, Utah 84032

EXHIBIT B



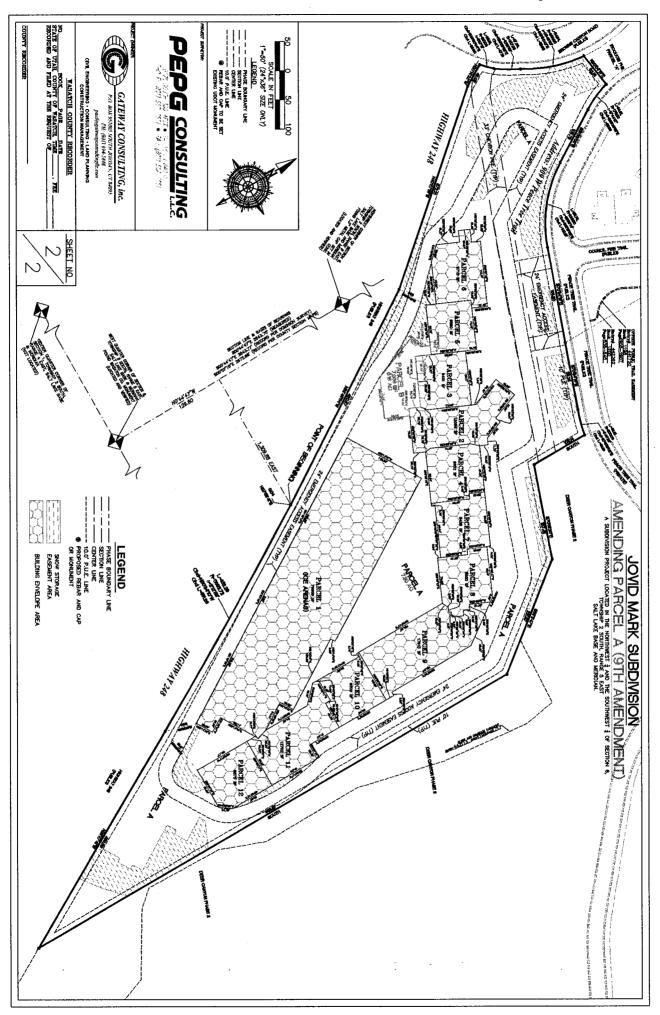
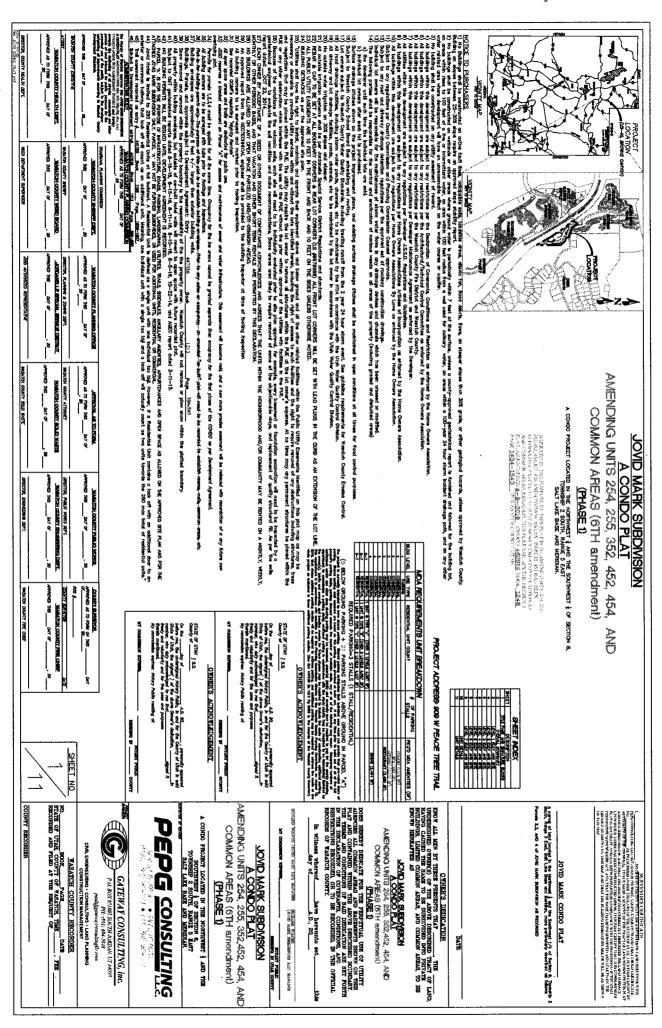
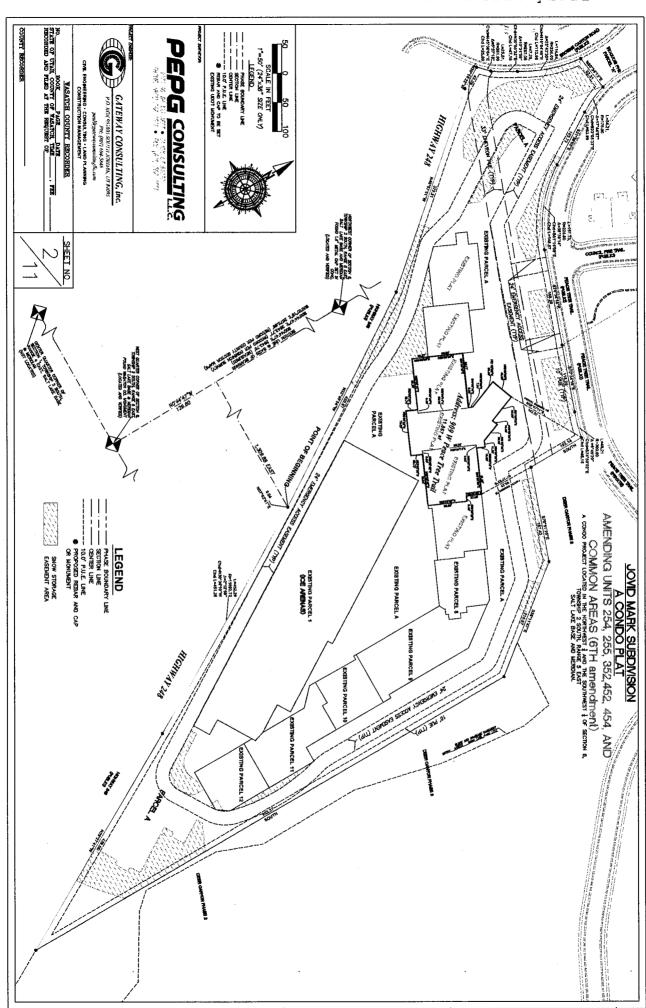
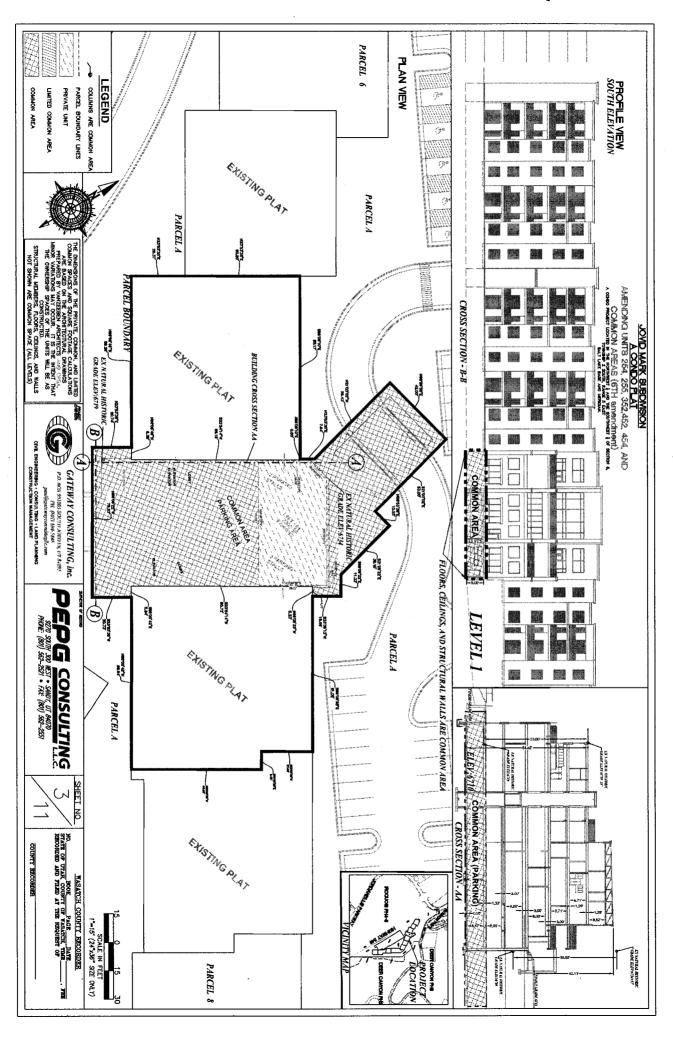
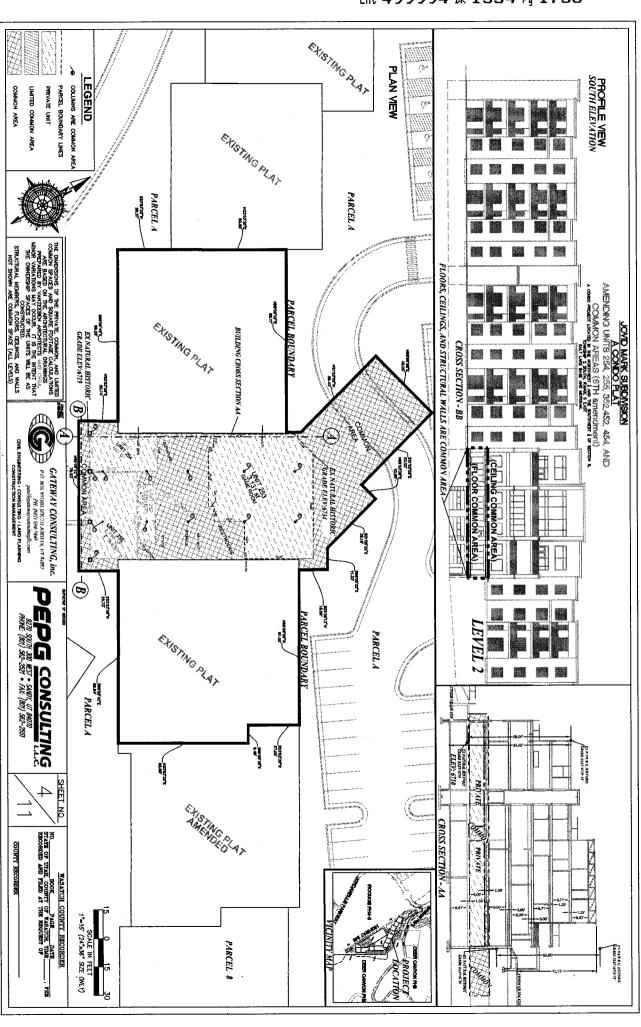


EXHIBIT C

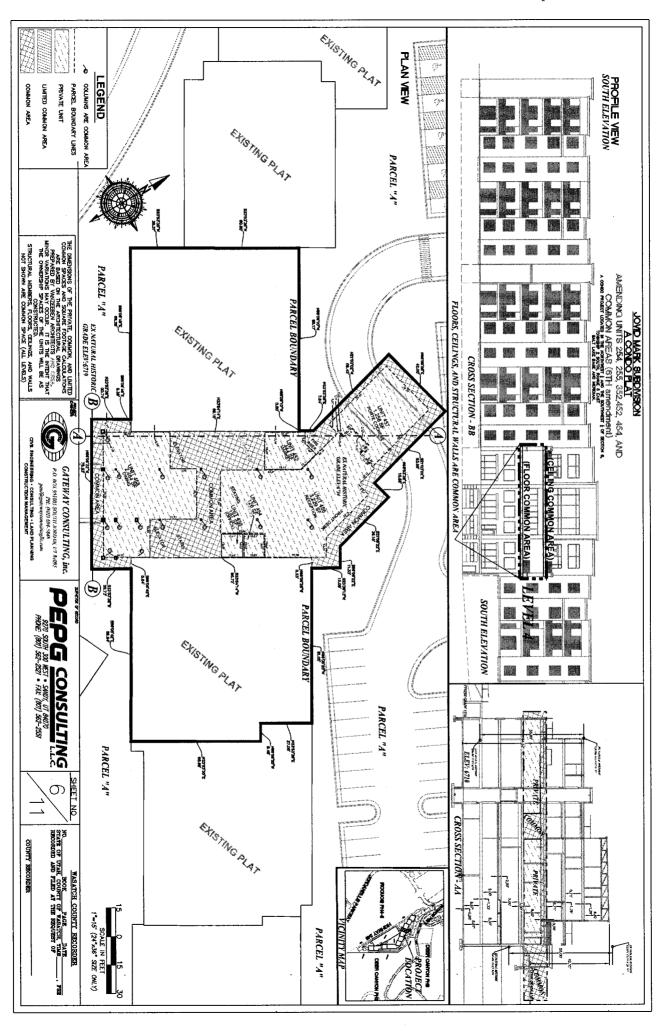


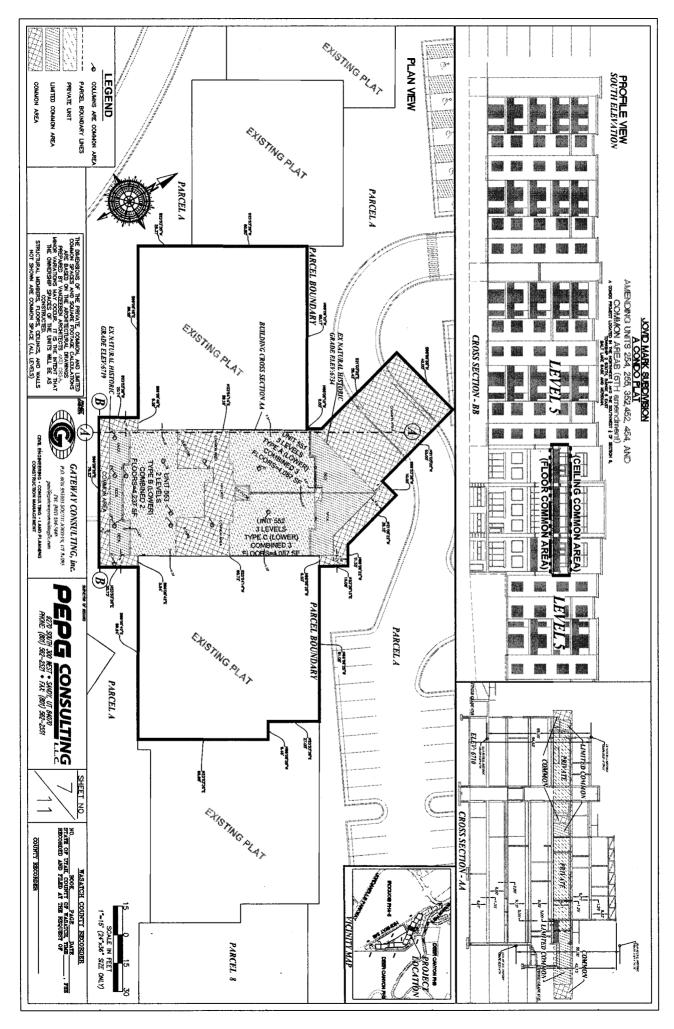


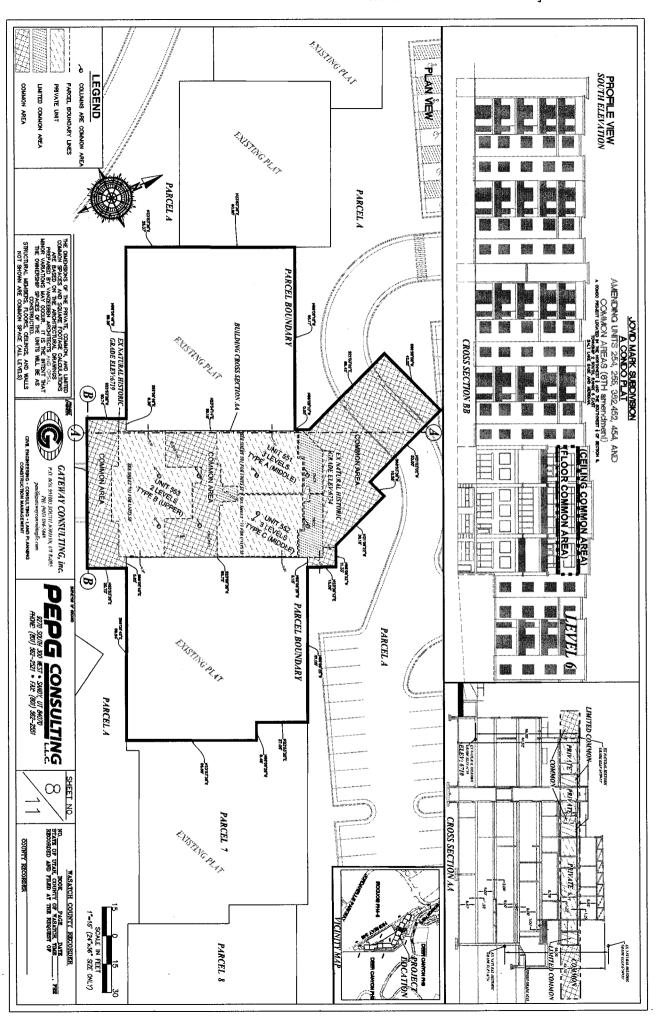


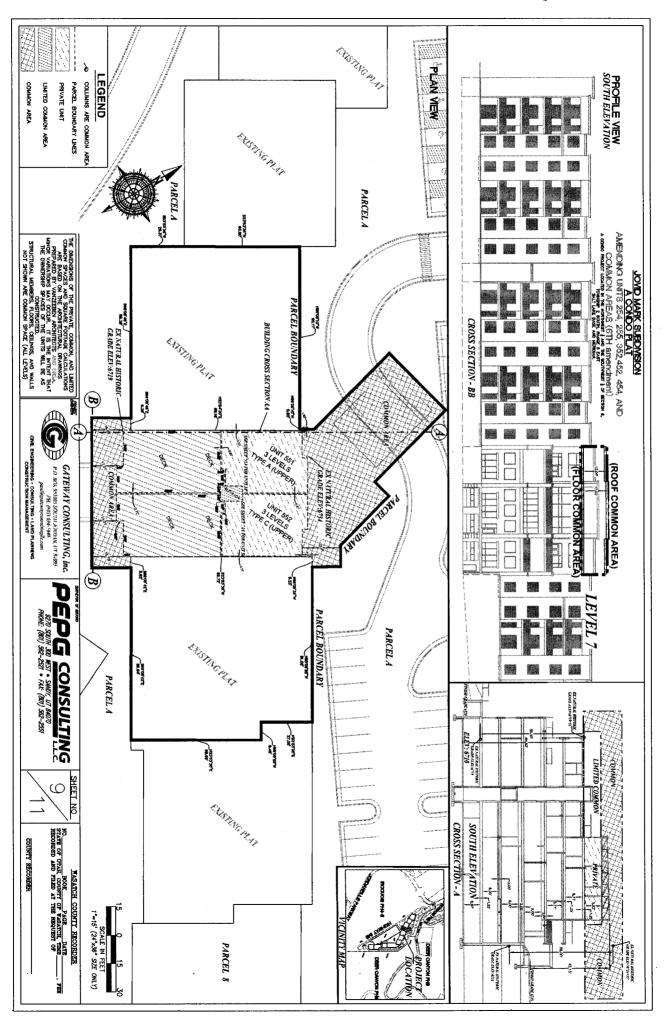


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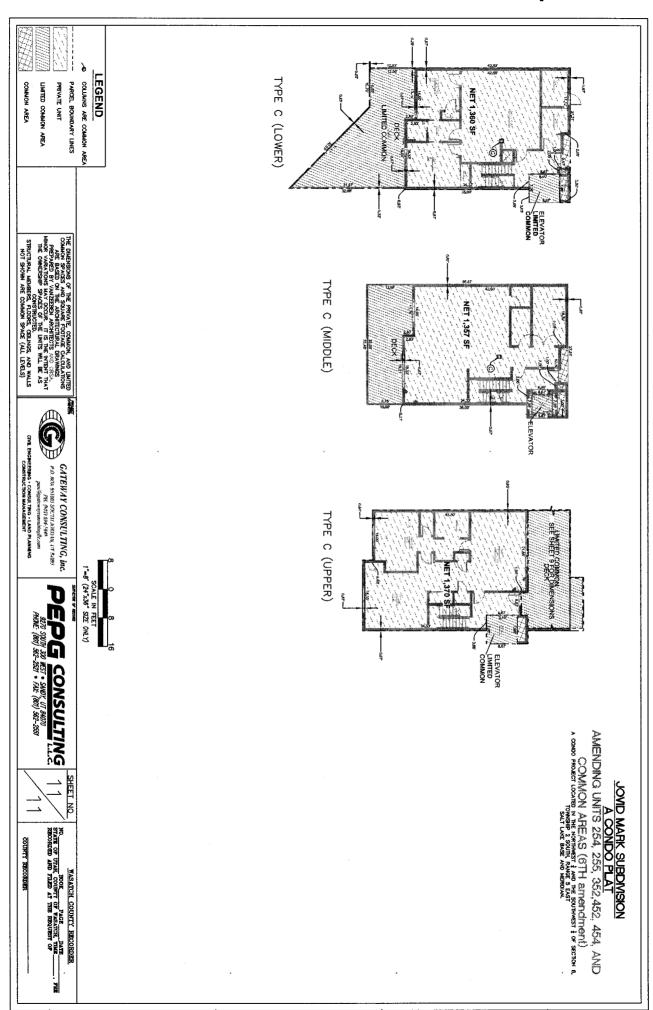
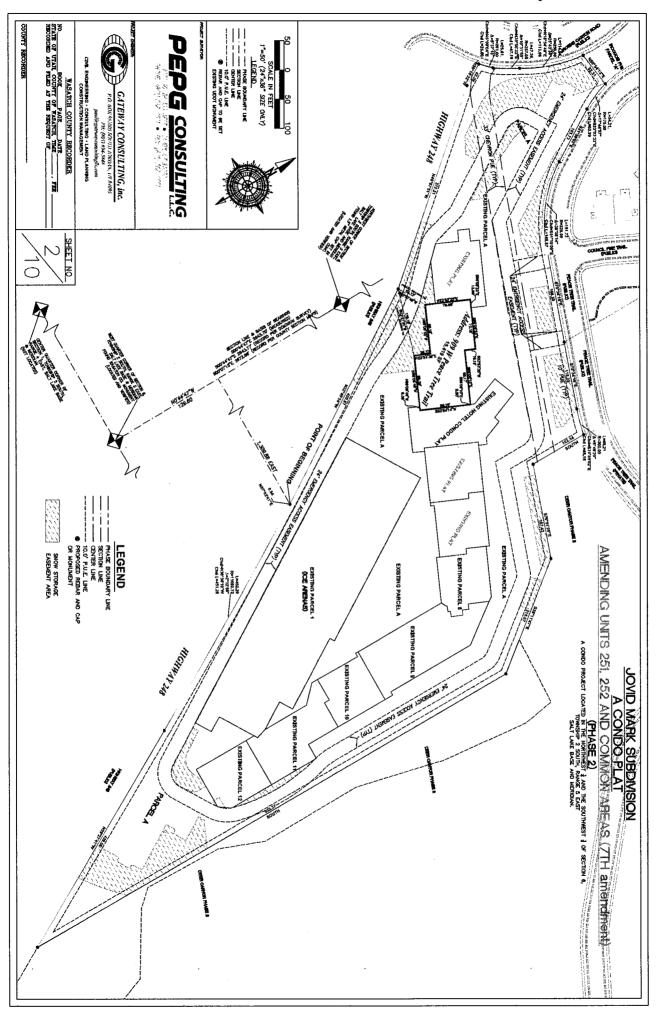
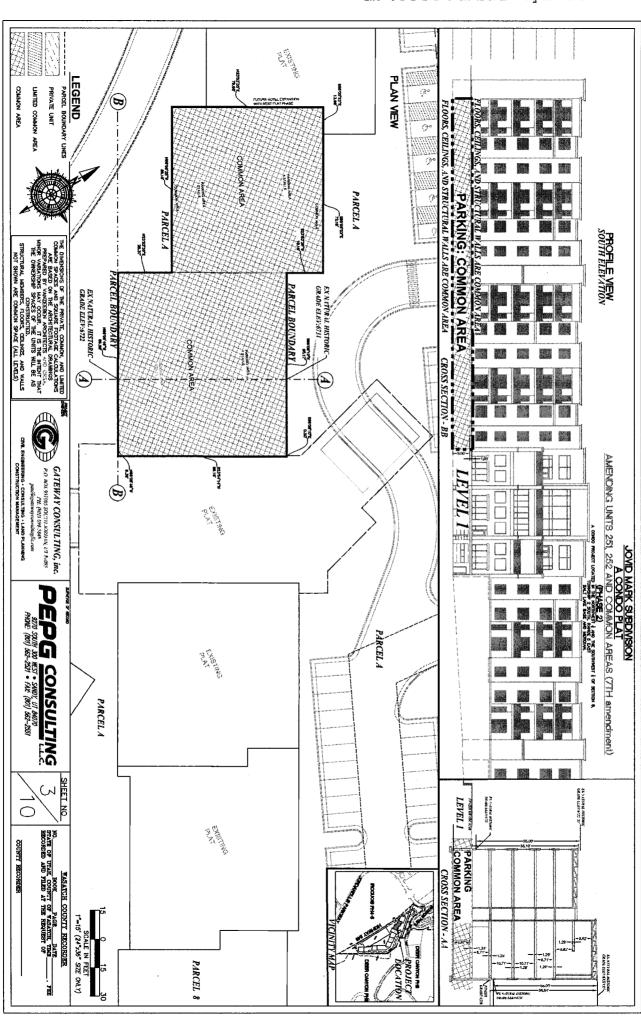
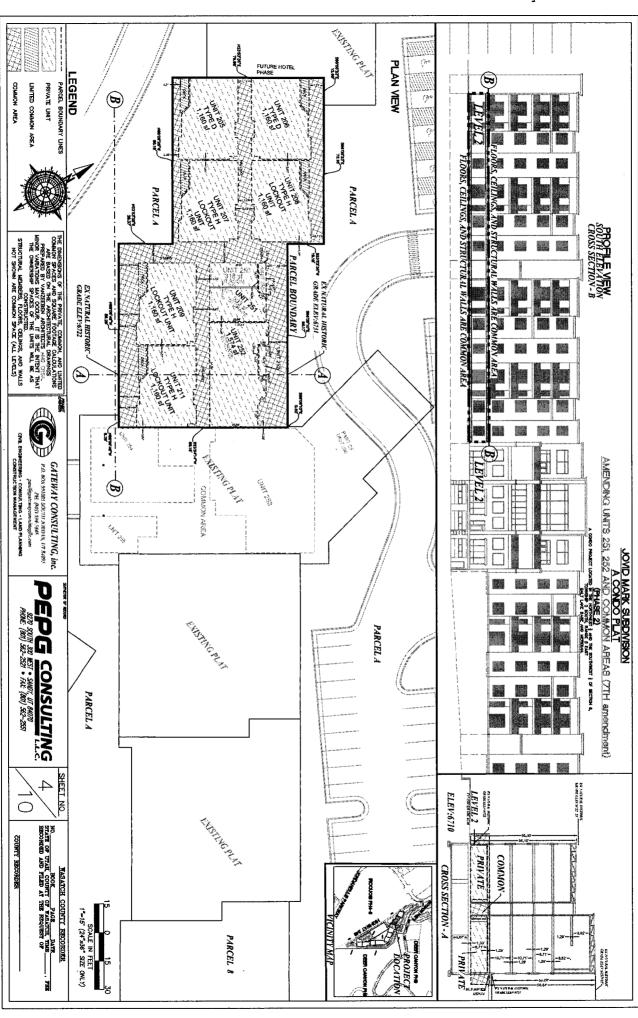


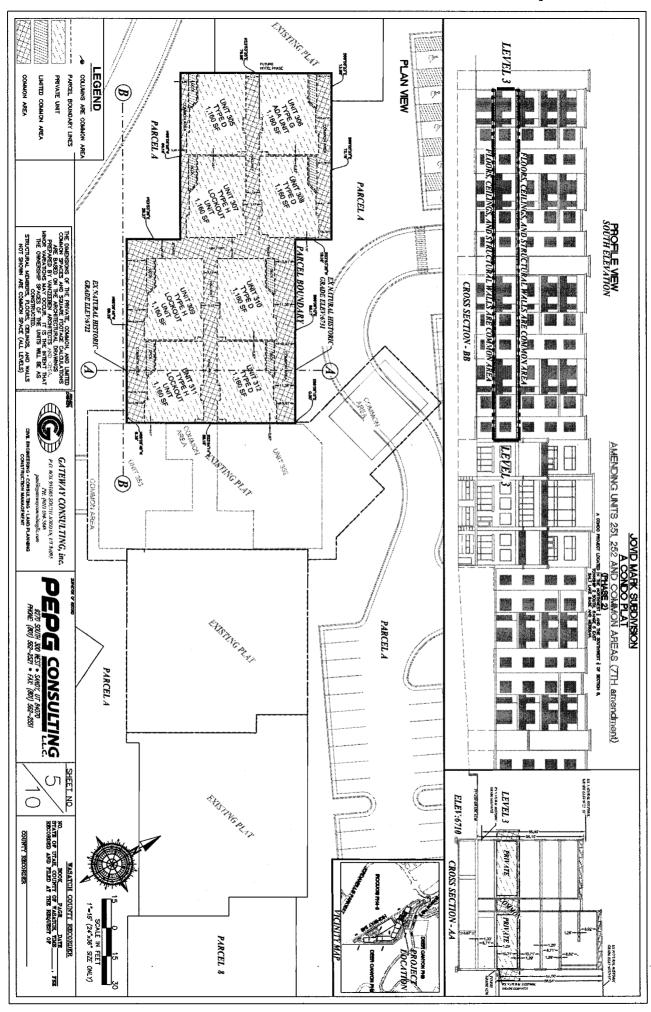
EXHIBIT D

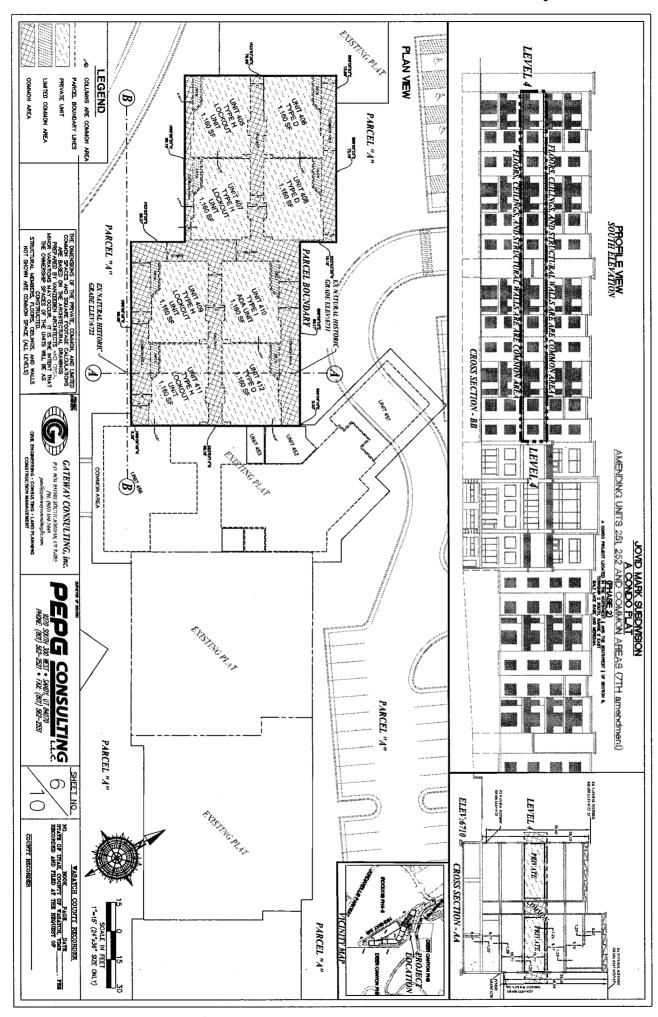
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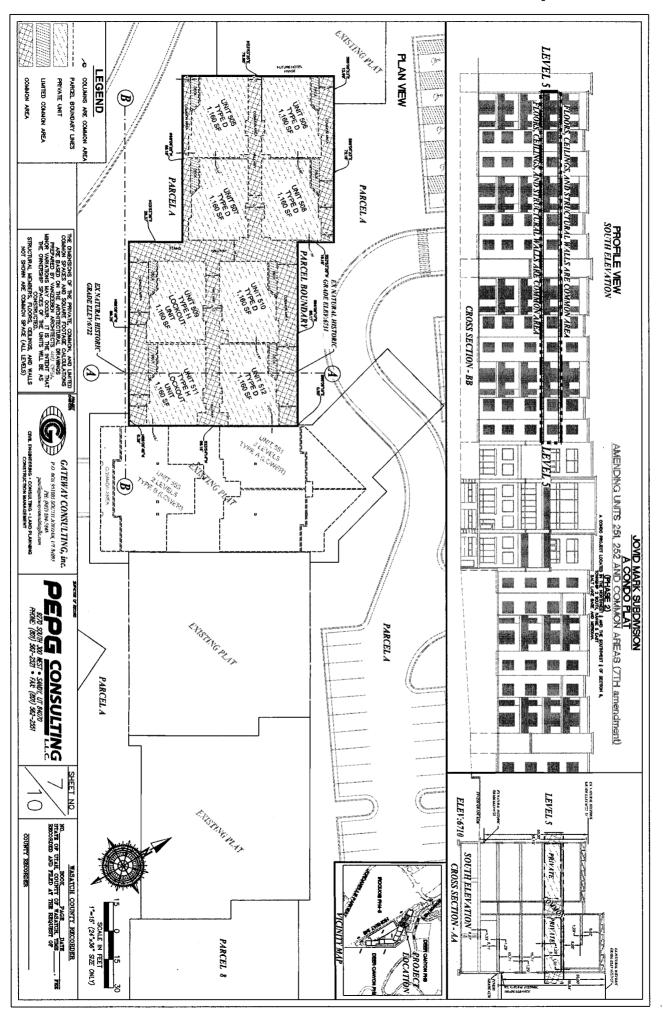


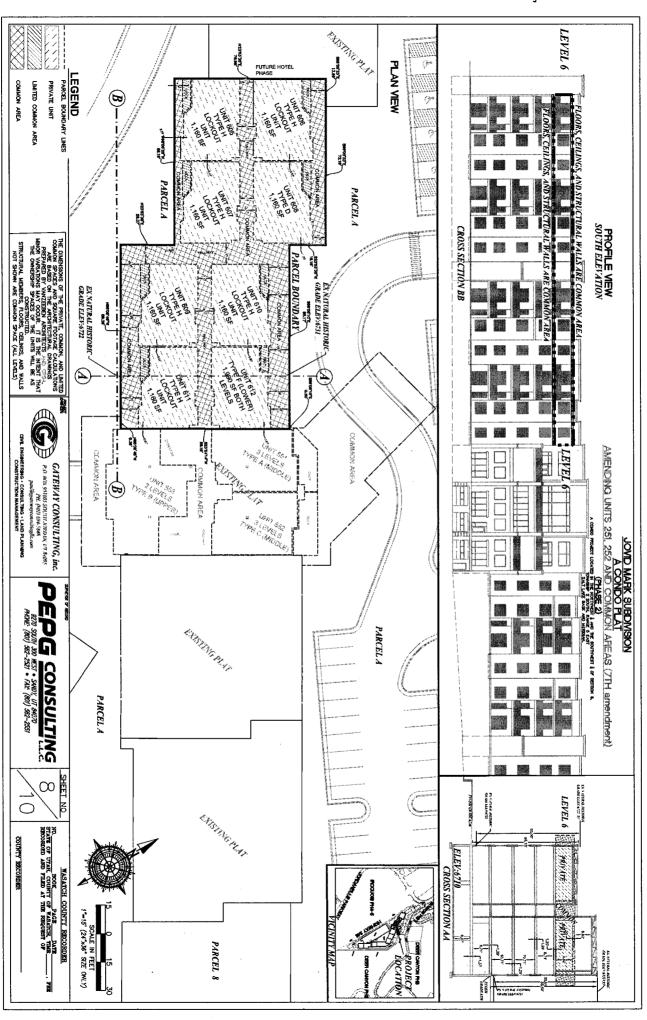


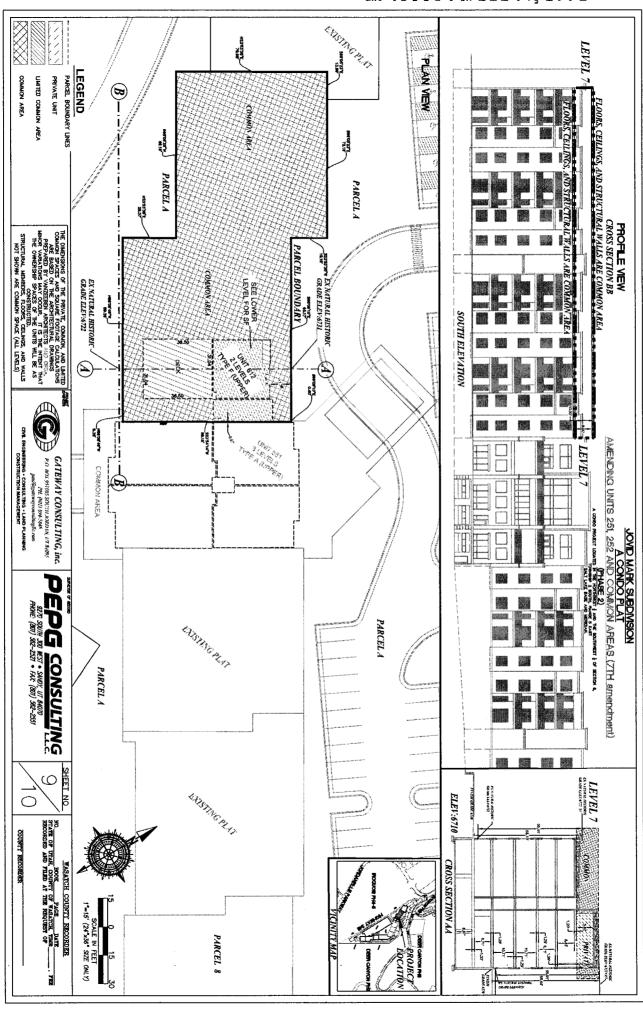












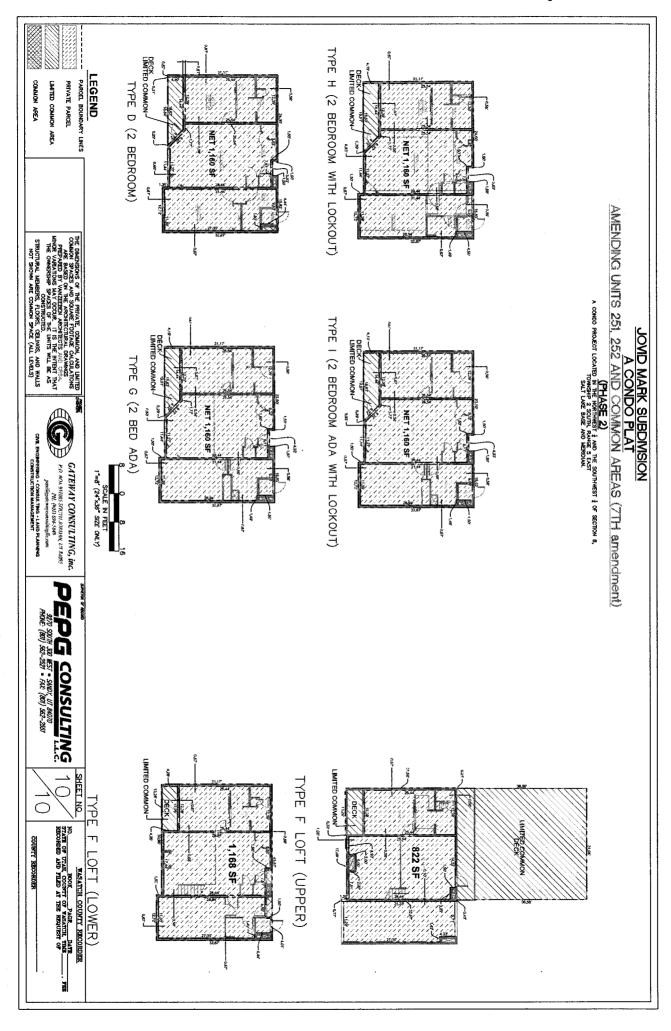


EXHIBIT E

