

When Recorded, Return to
Ivory Development, LLC
970 E. Woodoak Lane
Salt Lake City, Utah 84117

**TENTH SUPPLEMENT TO MASTER DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
HOLBROOK FARMS
PLAT B, PHASE 2
(HOLBROOK GARDENS)
IN
LEHI, UTAH**

This Tenth Supplement to the Master Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Holbrook Farms Plat B, Phase 2, located in Lehi, Utah, is made and executed by Ivory Development, LLC, a Utah limited liability company (“Declarant”) with a registered address of 970 E. Woodoak Lane, Salt Lake City, Utah 84117.

RECITALS

WHEREAS, that certain Master Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Holbrook Farms was recorded with the County Recorder for Utah County, Utah on March 3, 2017, as Entry No. 21346:2017 (the “Master Declaration”) for the Holbrook Farms development project (the “Project”);

WHEREAS, the Master Declaration provides that the Project may be developed in phases and additional land may be annexed into and made part of the Project and made subject to the Master Declaration;

WHEREAS, the Master Declaration further provides that said phases and/or additional land may be made subject to additional restrictions, conditions or covenants imposed on a Unit or Owner as part of a discrete phase or neighborhood developed within the Project (collectively, “Additional Covenants”) by Declarant’s recording of a Supplement to Declaration;

WHEREAS, Declarant is the record fee owner of certain real property located in Utah County, Utah more specifically described in Exhibit “A” hereinto and incorporated herein by this reference (the “Holbrook Farms Plat B, Phase 2 Property”);

WHEREAS, Declarant desires to develop the Holbrook Farms Plat B, Phase 2 Property to include additional Units and other improvements of a less significant nature;

WHEREAS, a final plat for the Holbrook Farms Plat B, Phase 2 has been or will be recorded with the County Recorder for Utah County, Utah; and

WHEREAS, Declarant now intends that this Holbrook Farms Plat B, Phase 2 shall be subject to and burdened and benefitted by the Master Declaration.

SUPPLEMENT TO DECLARATION

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners therein, Declarant hereby executes this Tenth Supplement to the Master Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Holbrook Farms (this "Tenth Supplement to Master Declaration").

1. Legal Description. The real property defined herein as the Holbrook Farms Plat B, Phase 2 Property, also known as HOLBROOK GARDENS, is more fully described in Exhibit "A" hereto. The Holbrook Farms Plat B, Phase 2 Property shall be and hereby is submitted to the provisions of the Master Declaration. Said land and the Units thereon shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Master Declaration, as it may be further supplemented or amended from time to time.

2. Annexation. Consistent with the rights and authority reserved to Declarant in the Master Declaration, the Holbrook Farms Plat B, Phase 2 Property shall be and hereby is annexed into the Project and made subject to the Master Declaration, which, upon recordation of this instrument shall constitute and effectuate the expansion of the Project making the Holbrook Farms Plat B, Phase 2 Property subject to the powers, rights, duties, functions, and jurisdiction of the Holbrook Farms Master Association (the "Master Association") and Master Association Design Guidelines.

3. Description of the Project, as Supplemented by Tenth Supplement to Master Declaration. The initial plat(s) for Holbrook Farms Plat A Phases 1, 2 and 7, collectively, included 119 Units. The Holbrook Farms Plat A, Phase 6A Plat, as amended, added an additional 20 Units (Lots 601 through 620). The Holbrook Farms Plat A, Phase 4 Plat added an additional 52 Units (Lots 401 through 452). The Holbrook Farms Plat A, Phase 8 Plat added an additional 55 Units (Lots 801 through 855). The Holbrook Farms Plat A, Phase 5A Plat added an additional 19 Units (Lots 501 through 519). The Holbrook Farms Plat A, Phase 6B Plat added an additional 6 Units (Lots 621 through 626). The Holbrook Farms Plat B, Phase 1 Plat added an additional 51 Units (Lots 101 through 151). The Holbrook Farms Plat A, Phase 3 Plat added an additional 18 Units (Lots 301 through 318). The Holbrook Farms Plat B, Phase 3 Plat added an additional 76 Units (Lots 301 through 376). The Holbrook Farms Plat A, Phase 9 added an additional 41 Units (Lots 901 through 941). Upon recording of the Holbrook Farms Plat B, Phase 2 Plat (Lots 201 through 273) and this Tenth Supplement to Master Declaration, the total number of Units in the Project will be 530 Units.

4. Benefitted Common Area. The Holbrook Farms Plat B, Phase 2 Property includes certain Common Area that is or will be administered and maintained by the Master Association. Consistent with the rights and authority reserved to the Declarant in the Master Declaration, said

Common Area is hereby designated as Benefitted Common Area primarily for the use and benefit of the Owners of the Lots established by the Plat B, Phase 2 Plat. Benefitted Common Area Expenses, as defined in the Master Declaration, may be assessed to the Owners in Holbrook Farms Plat B Phase 2.

5. Service Area. Further consistent with the Master Declaration, a distinct Service Area for the Holbrook Farms Plat B, Phase 2 Property, Lots 201 through 273, inclusive shall be and hereby is established.

6. Additional Covenants. Consistent with the Master Declaration, the Holbrook Farms Plat B, Phase 2 Property and the Units thereon are subject to the following additional covenants:


- a. Initial landscaping for the Holbrook Farms Plat B, Phase 2 Property and each Unit shall be installed by the Declarant. No modification of the landscaping or additional plantings of any kind shall be permitted without the prior, written approval of the Management Committee or the Design Review Board, as the case may be. To the extent that any modification or additional plantings are permitted, all attendant costs, including, but not limited to installation, maintenance, replacement, and/or any resulting increase in costs to the Master Association shall be the responsibility of the Owner who requested the modification or additional planting.
- b. The Master Association shall have the authority and responsibility to maintain the landscaping.
- c. The Master Association, in its discretion, may, but shall not be required to, assume responsibility for snow removal.
- d. Maintenance, repair, and replacement of the Unit's exteriors and every component thereof shall be the sole responsibility of the Owner.
- e. Any modification or alteration to the appearance of Unit exterior and any modification or alteration which may affect the structural integrity of the Unit or any neighboring property shall be subject to the Design Guidelines and the design review process outlined in the Master Declaration.
- f. Perimeter walls or fencing shall be installed by the Declarant and maintained by the Master Association. Walls or fencing between Units, if any, shall be installed by the Declarant. The Management Committee, in its discretion, may assume responsibility for maintenance of the walls/fencing between Units or may allocate such maintenance responsibility to the Owners.
- g. The Master Association may adopt Rules specific to the Plat B Phase 2 Property and the Owners and Occupants of the Units therein.

7. All Covenants, Conditions and Restrictions Run with the Land. This Tenth Supplement to the Master Declaration and the Terms and Conditions established herein are binding on each Owner and his/her/their assigns and successors in interest and are intended to and shall run with the land.

Dated this 30TH day of SEPTEMBER, 201~~8~~⁹

IVORY DEVELOPMENT, LLC

By:



Christopher P. Gamvroulas

Its:

PRESIDENT

President

STATE OF UTAH)

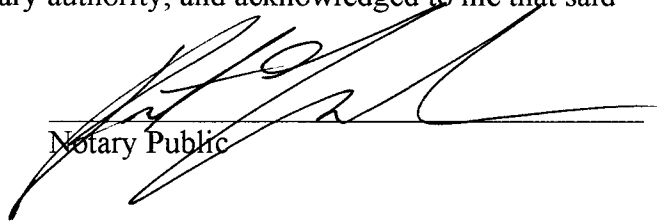
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COUNTY OF SALT LAKE)

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On this 30TH, day of SEPTEMBER, 201~~8~~⁹ personally appeared before me CHRISTOPHER P. GAMVROULAS, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the President of Ivory Development, LLC and that said document was signed by him on behalf of said corporation with all necessary authority, and acknowledged to me that said corporation executed the same.



Notary Public

My commission expires:

01-10-2022

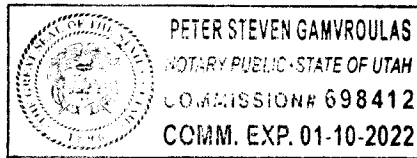


EXHIBIT A

LEGAL DESCRIPTION

Holbrook Farms Plat B, Phase 2, Lots 201 through 0273, inclusive, as shown on the official subdivision final plat on file and of record with the County Recorder for Utah County, Utah recorded on August 31, 2018 as Entry No. 2018:83367 and all improvements and appurtenances as shown thereon and Parcels A through K.

41:910:0201 through 0284.