

When Recorded Return To:
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Rashelle Hobbs, Recorder, Salt Lake County, Utah
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1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

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**SECOND SUPPLEMENT
TO
MASTER DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BIG WILLOW CREEK**

Phase 8

This supplement to Master Declaration of Covenants, Conditions, and Restrictions for Big Willow Creek (the "Supplement") is made and executed by Ivory Development, LLC, a Utah limited liability company with an address of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Declarant").

RECITALS

A. Declarant recorded that certain Master Declaration of Covenants, Conditions, and Restrictions for Big Willow Creek with the Office of Recorder for Salt Lake County, Utah on August 23rd, 2019 as Entry No. 13058680 (the "Master Declaration").

B. The Master Declaration reserves to the Declarant the right and authority to unilaterally expand the Project in accordance with the Master Declaration.

C. Declarant is the record owner of certain real property located in Draper City, Salt Lake County, Utah, more fully described herein (the "Property" or "Big Willow Creek Phase 8").

D. Declarant desires to further expand the Project to include an additional nineteen (19) Lots, and other improvements of a less significant nature on the Property.

E. Declarant now intends that the Property and the Lots thereon shall become part of the Project and subject to the Master Declaration.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project, Declarant, and Owners, Declarant hereby executes this Supplement to the Master Declaration of Covenants, Conditions, and Restrictions for Big Willow Creek for Big Willow Creek Phase 8.

SUPPLEMENT TO MASTER DECLARATION

1. Supplement to Definitions. Article I of the Master Declaration, entitled “Definitions,” shall be and hereby is modified to include the following supplemental definitions:

- “Big Willow Creek Phase 8 Plat” shall mean and refer to the final plat maps of the Property that have been or will be recorded with the Office of County Recorder for Salt Lake County, Utah contemporaneous with the filing of this Supplement to Master Declaration.

Except as otherwise provided herein, the definitions of capitalized terms contained in the Master Declaration are incorporated herein by this reference.

2. Annexation. Consistent with the rights and authority reserved to Declarant in the Master Declaration, the Property shall be and hereby is annexed into the Project and the Big Willow Creek Master Association, which is organized and operating as a Utah nonprofit corporation (the “Master Association”). Recordation of this Supplement to Master Declaration, together with the Big Willow Creek Phase 8 Plat, shall constitute and effectuate further expansion of the Project, making the real property described in Exhibit A and every Owner and Occupant of a Lot thereon subject to the Master Declaration and the functions, powers, rights, duties, and jurisdiction of the Master Association.

3. Street Tree Plan. The Street Tree plan is further updated to include Exhibit B herein.

4. Benefitted Service Areas. Big Willow Creek Phase 8 Property includes certain services that are or will be administered and maintained by the Master Association. Consistent with the rights and authority reserved to the Declarant in the Master Declaration, Big Willow Creek Phase 8 is hereby designated as a Benefitted Service Area. Benefitted Service Area Expenses, as defined in the Master Declaration, may be assessed to the Owners in Big Willow Creek Phase 8.

5. Lots 801 through 807 Service Area. Consistent with the Master Declaration, a distinct Service Area for Big Willow Creek Phase 8 Property, Lots 801 through 807, inclusive shall be and hereby is established.

6. Lots 808 through 819 Service Area. Consistent with the Master Declaration, a distinct Service Area for Big Willow Creek Phase 8 Property, Lots 808 through 819, inclusive shall be and hereby is established.

7. Private Water Metering. Water for Big Willow Creek Phase 8 is serviced from a master meter owned and maintained by a private party not associated with the Master Association. The Master Association has or will enter into an agreement with the owner of the master meter to participate in a cost share for water usage. Each lot in Big Willow Creek Phase 8 has or will be equipped with a private sub-meter that will be set to record water-usage by individual lots. Each owner in Big Willow Creek Phase 8 is required to grant access to the Master Association and the owner of the master meter to read the individual private sub-meters. Owners in Big Willow Phase 8 are required to ensure that private sub-meters are maintained and in working condition. It is the responsibility of Owners in Big Willow Phase 8 to repair or replace private sub-meters, when necessary, at a standard approved by the Master Association. Owners in Big Willow Phase 8 will be charged benefitted assessments as part of their Benefitted Assessments to pay for the cost of water. Owners may be individually and specially assessed to pay for water usage of their individual lots. The Master Association may elect to charge flat rates for water usage, direct usage rates, or a combination of both methods.

8. Additional Covenants. Consistent with the Master Declaration, the Big Willow Creek Phase 8 Property and the Units thereon are subject to the following additional covenants.

- a. Initial landscaping for Big Willow Creek Phase 8 Lots 808 through 819 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 for Lots 808 through 819.
- 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 Big Willow Creek Phase 8 Property and the Owners and Occupants of the Units therein.

**EXHIBIT A
LEGAL DESCRIPTION**

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

Big Willow Creek Phase 8, Lots 801 through 819 as recorded on February 1st, 2024 at the Office of County Recorder for Salt Lake County as Entry Number 14200418.

Parcel Numbers:

EXHIBIT B Phase 8 Street Tree Plan

