

WHEN RECORDED RETURN TO:

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

Tax ID No. 02-235-0025 through 0039
02-223-0001 through 0024 AMENDMENT
02-223-0041 through 0060 TO
**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
FLORENTINE TOWNS AMENDED,**

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

RECITALS

Whereas, the Declaration of Covenants, Conditions, and Restrictions for Florentine Towns Amended was recorded in the Office of the County Recorder of Davis County, Utah on October 23, 2007 as Entry No. 2315420 in Book 4394 at Pages 317-377 of the Official Records (the "Declaration").

Whereas, the related Plat Map has also been recorded in the Office of the County Recorder of Davis County, Utah.

Whereas, under Section 43 of the Declaration, Declarant reserved the unilateral right to amend the Declaration.

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

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

AMENDMENT

NOW, THEREFORE, for the reasons recited above and for the vitality and benefit of the subdivision and Owners, Declarant hereby amends the Declaration as follows:

1. The language of Article III, Section 13.12 of the Declaration is hereby deleted in its entirety and the following language is substituted in lieu thereof:

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

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

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

13.12.3 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.

2. The language of Article III, Section 16 of the Declaration is hereby deleted in its entirety and the following language is substituted in lieu thereof:

16. 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 Lot.

16.1 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.

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

16.3 Daily or weekly rentals are prohibited.

16.4 No Owner may lease individual rooms to separate persons or less than his entire Lot without the prior express written consent of the Board of Directors.

16.5 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.

16.6 The Declarant hereby reserves to itself and hereby grants to the Board of Directors the right but not the obligation 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 Lot.

16.7 The Management Committee may adopt Rental Rules and Regulations.

16.8 "For Rent" or "For Lease" signs are prohibited.

16.9 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 Lot or for approval of the Declaration or approval of the sale of a Lot, or by any conventional or federally chartered lending institution as a condition precedent to lending funds upon the security of any 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.

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

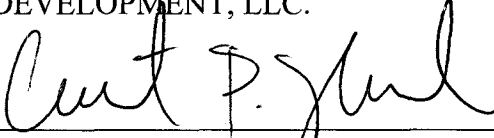
5. In the event of any conflict, inconsistency, or incongruity between the provisions of the Declaration and the provisions this Amendment, the latter shall in all instances govern and control:

6. 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.

7. 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 Davis County, Utah.

EXECUTED the 26 day of April, 2013.

DECLARANT:
IVORY DEVELOPMENT, LLC.

By: 
Name: Christopher P. Gamvroulas
Title: President

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 26 day April, 2013 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.


NOTARY PUBLIC



EXHIBIT "A"
LEGAL DESCRIPTION

FLORENTINE TOWNS

The land referred to in the foregoing document is located in Davis County, Utah and described more particularly as follows:

All of Lots 1 through 24, inclusive, and 41 through 60, inclusive, contained within FLORENTINE TOWNS AMENDED, a Utah planned residential development, as the same is identified in the Record of Plat Map recorded in Davis County, Utah as Entry No. 2315419 in Book 4394 at Page 316.

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All of Lots 25 through 39, inclusive, contained within FLORENTINE TOWNS AMENDED NO. 2, an Amendment of Lots 25-40 and part of the Common Area, a Utah planned residential development, as the same is identified in the Record of Plat Map recorded in Davis County, Utah as Entry No. 2640725 in Book 5448 at Page 214.

Parcel No.: 02-235-0025 through 0039