

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

07-338-0001 through 0021

**FIRST AMMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
STONEBROOK FARMS
IN
FARMINGTON, UTAH**

This First Amendment to the Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Stonebrook Farms, located in Farmington, 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 Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Stonebrook Farms was recorded with the County Recorder for Davis County, Utah on June 24th, 2019, as Entry No. 3167967 (the “Declaration”) for the Stonebrook Farms development project (the “Project”); 9

WHEREAS, the Declaration provides that the Declarant may amend the Declaration to add new rights, restrictions, and obligations unilaterally until the expiration of the Declarant Control Period.

WHEREAS, the Declarant intends to install an Entry Monument and surrounding landscaping areas on portions of Lots 7 and 8 as Areas of Common Responsibility.

WHEREAS, the Declarant is the record fee owner of Lots 7 and 8 of the Stonebrook Farms Subdivision.

WHEREAS, the Declaration provides that the Association shall make provisions for completing all maintenance, repair, and replacement requirements and obligations for the Area of Common Responsibility;

WHEREAS, a final plat for the Stonebrook Farms Subdivision has been recorded with the County Recorder for Davis County, Utah, on June 24th, 2019 as Entry No. 3167968 (the "Plat") and the Plat has been made subject to and burdened and benefitted by the Declaration

WHEREAS, Declarant now intends that the Declaration be amended to provide for the installation of an Entry Monument and surrounding landscaping areas on portions of Lots 7 and 8 of the Plat for Stonebrook Farms and that this Entry Monument and surrounding landscape areas are made to be Areas of Common Responsibility so as to be maintained, repaired, and replaced by the Association.

AMMENDMENT

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

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

2. Addition of Areas of Common Responsibility. Effective upon recording of this instrument, the Stonebrook Farms Homeowners Association shall include as Areas of Common Responsibility the Entry Monument and associated landscaping that the Declarant has installed or shall cause to be installed on Lots 7 and 8 of the Stonebrook Farms Plat as more fully described in Exhibit "B" hereto.

3. Maintenance of Entry Monuments and Associated Landscaping Features. The Association shall maintain, repair, and replace the Entry Monument. The association will also maintain the landscaping directly associated with the Entry Monument.

4. Association Right of Access to Entry Monuments. The Association and its contractors shall have a right of ingress and egress to, over, across, and through the Areas of Common Responsibility on Lots 7 and 8 in Stonebrook Farms for the maintenance, repair, and replacement of the Entry Monuments and the associated landscaping.

5. Additional Covenants for Lots 7 and 8 in Stonebrook Farms. Effective upon recording of this instrument, Owners of Lots 7 and 8 in Stonebrook Farms, as reflected on the Plat, shall at their sole expense, maintain their respective lots such as not to interfere with the Areas of Common Responsibility and maintain any utility lines that service the Areas of Common Responsibility on their lots in good condition, and may not improve or alter their property so as to impair, obstruct, block or impede the view or purpose of the Entry Monument or other improvement, planter box, landscaping, or any such special entry monument or landscaping feature on the Areas of Common Responsibility.

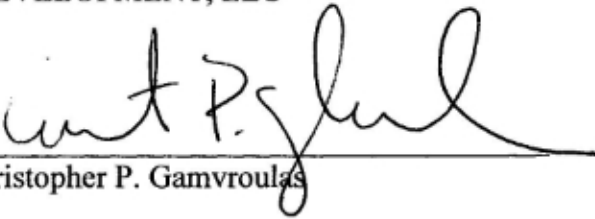
6. Utility Costs for Entry Monument and Associated Landscaping Features. The Declarant may provide water and power utility services to the Entry Monuments and other common elements at its expense (the "Common Utility Service"). Such Common Utility Service shall be maintained and paid by the Association as a Common Expense; provided, however, the Declarant or Association may elect to provide such Common Utility Services through a meter or meters on an individual Lot or Lots and, if so, each such Owner agrees, by accepting a deed or other document of conveyance to such Lot, to provide and not terminate, delay or interrupt, those Common Utility Services to the Entry Monument or other common elements not separately metered and billed to the Association by the provider, although in such circumstances the Owner of each such Lot shall be entitled to reasonable water and power credits for the additional charges as determined by the Management Committee.

7. All Covenants, Conditions and Restrictions Run with the Land. This First Amendment to the 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.

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Dated this 9TH day of JANUARY, 2020.

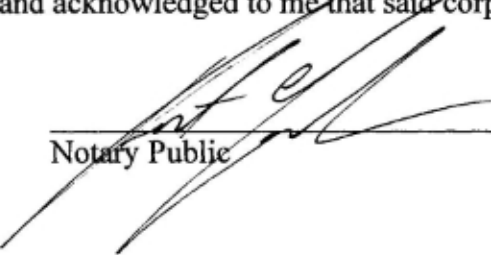
IVORY DEVELOPMENT, LLC

By: 
Christopher P. Gamvroulas

Its: President

STATE OF UTAH)
COUNTY OF SALT LAKE)ss)

On this 9TH, day of JANUARY, 2020, 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:
01-10-2020

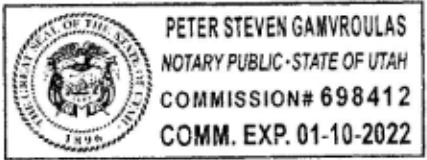


EXHIBIT A

LEGAL DESCRIPTION

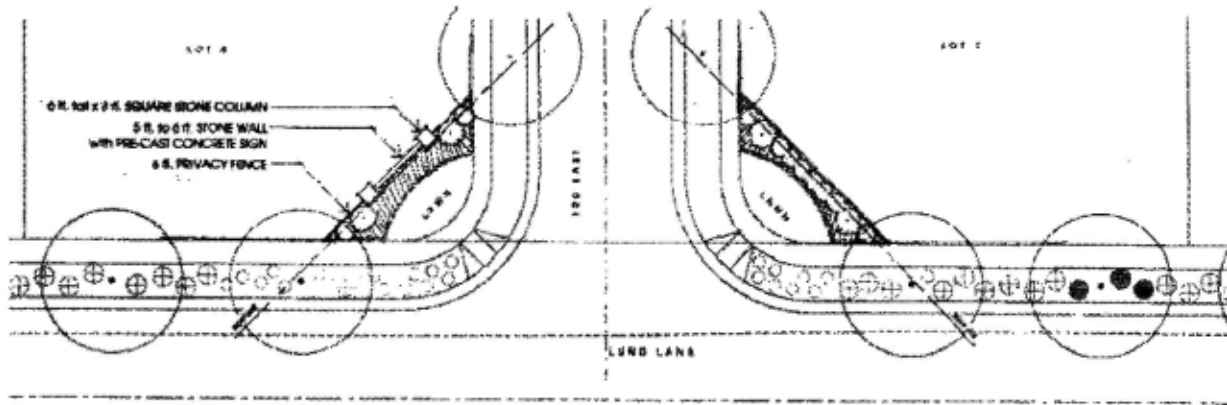
The Lots and other real property referred to in the foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions for Stonebrook Farms are located in Davis County, Utah and are described more particularly as follows:

Stonebrook Farms, Lots 1 through 21, inclusive, as shown on the official plat thereof on file and of record in the office of recorder for Davis County, Utah, as Entry No. 3167968 and Parcel A as shown thereon.

Parcel Nos. 07-338-0001 through 0021.

EXHIBIT B

ENTRY MONUMENTS AND ASSOCIATED LANDSCAPING



ENTRY MONUMENT
PLAN
7' x 10' 0"



ENTRY MONUMENT
ELEVATION
7' x 10' 0"