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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/3/2023 3:56 PM
FEE 54.00 Pgs: 4
DEP LL REC'D FOR SYRACUSE
CITY

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

**FIRST SUPPLEMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS
FOR
LEGACY PARK ESTATES
PHASE 2
IN
SYRACUSE CITY, UTAH**

D

This First Supplement to the Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Legacy Park Estates Subdivision, located in Davis County, Utah, is made and executed by Ivory Development, LLC, a Utah limited liability company ("Declarant") with a registered address of 978 E. Woodoak Lane, Salt Lake City, Utah 84117.

15-140-0201 thru 0217

RECITALS

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Legacy Park Estates Subdivision (the "Declaration") was recorded with the Office of Recorder for Davis County, Utah on January 23rd, 2023, as Entry No. 3515233 for the Legacy Park Estates Subdivision (the "Project");

WHEREAS, the 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 Declaration;

WHEREAS Declarant is the record fee owner of certain real property adjacent to the Project (the "Legacy Park Estates Phase 2"), more specifically described in Exhibit "A" hereto and incorporated herein by this reference;

WHEREAS, Declarant desires to develop the Legacy Park Estates Phase 2 Property to include additional Lots and other improvements of a less significant nature;

WHEREAS, a final plat for the Legacy Park Estates Phase 2 Property has been or will be recorded with the Office of Recorder for Davis County, Utah; and

WHEREAS, Declarant now intends that the Legacy Park Estates Phase 2 Property shall be subject to and burdened and benefitted by the 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 First Supplement to the Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Legacy Park Estates Subdivision (this "First Supplement to Declaration").

1. Legal Description. The real property defined herein as the Legacy Park Estates Phase 2 Property is more fully described in Exhibit "A" hereto. The Legacy Park Estates Phase 2 Property is hereby submitted to the provisions of the Declaration. Said land and the Lots 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. Annexation. Consistent with the rights and authority reserved to the Declarant in the Declaration, the Legacy Park Estates Phase 2 Property is hereby annexed into the Project and made subject to the Declaration, which, upon recordation of this instrument shall constitute and effectuate the expansion of the Project making the Legacy Park Estates Phase 2 Property subject to the powers, rights, duties, functions, and jurisdiction of Legacy Park Estates Subdivision Homeowners Association, Inc. (the "Association").

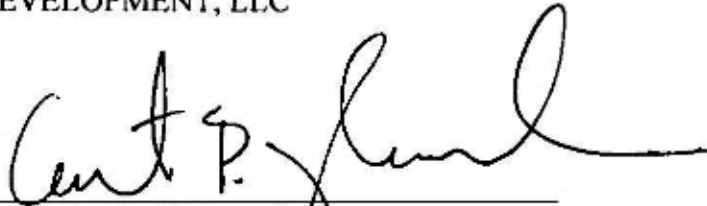
3. Supplement to Definitions in Declaration. Declaration Article 1 Definitions are hereby supplemented as follows:

- (a) The term "Plat" is hereby expanded to include the recorded final plat for Legacy Park Estates Phase 2 Property.
- (b) The term "Governing Documents" is hereby expanded to include the Final Plat (as defined herein), the Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, Notice of Reinvestment Fee Covenant, and this First Supplement to Declaration.
- (c) The term "Subdivision" is hereby expanded to include the Legacy Park Estates Phase 2 Property and the Lots thereon.
- (d) The term "Total Votes" is hereby expanded to include the Lots in Legacy Park Estates Phase 2.

4. Covenants, Conditions and Restrictions Run with the Land. This First Supplement to Declaration and the terms and conditions established herein and in the Declaration 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 27TH day of SEPTEMBER, 2023.

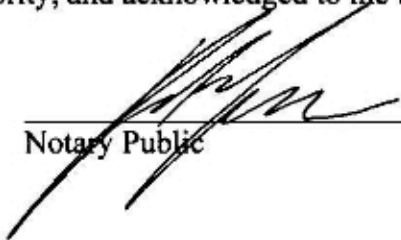
IVORY DEVELOPMENT, LLC

By: 
Christopher P. Gamvroulas

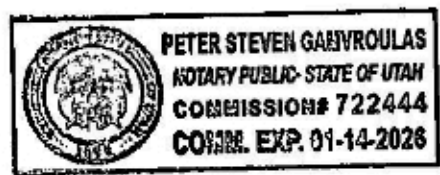
Its: President

STATE OF UTAH)
COUNTY OF SALT LAKE)ss
)

On this 27TH day of SEPTEMBER, 2023, personally appeared before me CHRISTOPHER P. GAMVROULAS, whose identity is personally known to me, or 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:
01-14-2026



**EXHIBIT A
LEGAL DESCRIPTION**

The real property subject to the foregoing First Supplement to the Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Legacy Park Estates Subdivision is located in Davis County, Utah and more fully described as follows:

BOUNDARY DESCRIPTION

A part of the SE1/4 of Section 15, Township 4 North, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point S0°09'08"W 524.43 feet along the Section line and N89°50'52"W 599.76 feet from the East 1/4 Corner of Section 15, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence S13°20'39"W 137.53 feet; thence S13°20'40"W 57.44 feet to the northerly boundary line of that Quit Claim Deed recorded October 23, 1997 as Entry 1355728 in Book 2191 at Page 966 in the Davis County Recorder Office; thence along said northerly boundary line of said Deed the following three (3) courses: (1) Westerly along the arc of a non-tangent curve to the left having a radius of 500.00 feet (radius bears: S11°43'27"W) a distance of 108.95 feet through a central angle of 12°29'05" Chord: N84°31'06"W 108.73 feet; thence (2) S89°14'23"W 26.56 feet; thence (3) S00°21'55"E 0.14 feet; thence S89°14'25"W 95.13 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 23.44 feet through a central angle of 89°31'15" Chord: S44°28'48"W 21.12 feet; thence S00°16'50"E 0.75 feet; thence S89°43'10"W 60.00 feet; thence Northwesterly along the arc of a non-tangent curve to the left having a radius of 15.00 feet (radius bears: S89°43'10"W) a distance of 23.69 feet through a central angle of 90°28'45" Chord: N45°31'12"W 21.30 feet; thence S89°14'25"W 98.88 feet; thence S01°46'52"W 91.53 feet; thence S89°58'04"W 117.29 feet; thence S05°57'24"W 3.91 feet; thence N84°02'36"W 60.00 feet; thence S89°39'02"W 112.48 feet; thence S00°01'56"E 47.41 feet; thence S89°36'58"W 340.36 feet to the easterly boundary line of HAWTHORN SUBDIVISION PHASE 1, according to the official plat thereof recorded June 10, 1997 as Entry No. 1328153 in Book 2140 at Page 385 in the Davis County Recorder's Office; thence along said easterly boundary line of said plat the following three (3) courses: (1) N00°07'16"E 131.20 feet; thence (2) N24°58'43"E 66.61 feet; thence (3) N00°07'16"E 125.71 feet to the southerly boundary line of HAWTHORN PHASE 2, according to the official plat thereof recorder October 13, 2000 as Entry No. 1618617 in Book 2701 at Page 1006 in the Davis County Recorder's Office; thence along said southerly boundary line the following three (3) courses: (1) N89°45'18"E 430.29 feet; thence (2) N88°41'29"E 60.02 feet; thence (3) N89°44'11"E 577.85 feet to and along HAWTHORN PHASE 3, according to the official plat thereof recorded June 14, 2002 as Entry No. 1761712 in Book 3064 at Page 1039 in the Davis County Recorder's Office and to the point of beginning.

Contains: 6.05 acres+/-

PARCEL NOS: