

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

**FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED
MASTER DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR IVORY RIDGE AND FIRST AMENDMENT TO
AMENDED BYLAWS FOR IVORY RIDGE PROPERTY OWNERS
ASSOCIATION, INC.**

This First Amendment to the Second Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Ivory Ridge 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.

RECITALS

WHEREAS, that certain Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Ivory Ridge was recorded with the Utah County Recorder on December 4, 2017, as Entry No. 119858 (the “Declaration”) for Ivory Ridge planned mixed-use development located in Lehi, Utah (the “Project”);

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; and

WHEREAS, Declarant intends that the Declaration be amended as described herein.

AMENDMENT

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 Second Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Ivory Ridge (this “First Amendment to Declaration”).

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the same meanings assigned such terms in the Declaration or Amended Bylaws, as applicable.

2. Declaration Section 1.3 defining Allocated Interest shall be and hereby is deleted and replaced with the following:

1.3 “Allocated Interest” shall mean and refer to the voting interests in the Master Association and proportional share of the Common Expenses.

3. Declaration Section 1.23 defining the Ivory Swim and Tennis Club shall be and hereby is deleted in its entirety and replaced with the following:

1.23 “Ivory Swim and Tennis Club” shall mean and refer to the recreation improvements constructed in the Project as part of the Common Area and Facilities which includes, specifically, the swimming pool and clubhouse with changing rooms, restrooms, showers, and tennis facilities, which shall be managed and maintained by or for the Master Association primarily for the benefit of the Owners, and which is subject to use fees and regulations established by a committee of the Master Association as provided in Declaration Section 4.11.

4. Declaration Section 1.30 defining Neighborhood shall be and hereby is amended to include Parkview Cottages and Park Place Villas at Ivory Ridge.

5. Declaration Section 1.25 defining Lot shall be and hereby is amended to include commercial lots and parcels within the Project.

6. Declaration Section 1.31 defining Neighborhood Sub-Associations shall be and hereby is amended to remove The Gardens and Parkside at Ivory Ridge Homeowners Association.

7. Declaration Section 1.51 defining Unit shall be and hereby is deleted in its entirety and replaced with the following:

1.51 "Unit" shall mean and refer to a subdivided residential lot, commercial parcel, or condominium unit within the Subdivision depicted as a separately identified parcel on the Plat, a survey, or condominium instrument, which may be independently owned and conveyed and is zoned or otherwise intended for development, use and occupancy. A Unit intended for use as an attached or detached single family residence and is sometimes referred to herein as a "Residential Unit." The term "Unit" refers to land, if any, which is part of a Unit, including the Lot for a detached single-family dwelling, commercial building, as well as to any structures or other improvements on the Unit. In the case of a commercial parcel, each 10,000 square feet of commercial parcel shall be considered a Unit. Any partial portion of a parcel over the 10,000 square feet increment shall also be a unit. In the case of a building within a condominium, or other structure containing multiple residential dwellings, each dwelling shall be deemed to be a separate Unit. A vacant parcel of land shall be considered a single Unit until a subdivision plat, survey, or condominium instrument is recorded subdividing it into more than one Unit. The term "Unit" does not include Common Area and Facilities, common property of any Neighborhood Sub-Association, Benefitted Common Area or property dedicated to the City or the public.

8. Declaration Section 3.3 regarding membership interests in the Ivory Swim and Tennis Club shall be and hereby is deleted in its entirety.

9. Declaration Section 3.4 regarding Allocated Interests of each Unit in the Master Association shall be and hereby is amended to add the following to the end of Section 3.4:

Notwithstanding anything to the contrary herein, there shall be one (1) vote and one (1) share of the Common Expenses allocated for each 10,000 square feet of commercial parcel. Any partial portion of a parcel over the 10,000 square feet increment shall also be allocated a shall be one (1) vote and one (1) share of the Common Expenses.

10. Declaration Section 4.6 regarding the Management Committee shall be and hereby is deleted in its entirety and replaced with the following:

4.6 The governing body of the Master Association shall be a Management Committee elected pursuant to the Bylaws. The Management Committee shall be comprised of an odd number of at least three (3) but no more than nine (9) members (each a "Management Committee Member"). Except with respect to the Club Committee (defined in CC&Rs Section 4.11 in the First Amendment to Declaration) and its governance of the Ivory Swim and Tennis Club, the Management Committee, in all instances, shall act on behalf of the Master Association and no Owner or group of Owners other than the Management Committee may direct the actions of the Master Association. Any reference to an act, right, or obligation of the Master Association in the Governing Documents may only be exerted or complied with through an action of the Management Committee.

11. Declaration Section 4.7 regarding Management Committee Members shall be and hereby is deleted in its entirety.

12. A new Section 4.11 shall be and hereby is added to the Declaration as follows:

4.11. Club Committee. The Ivory Swim and Tennis Club shall be managed by the Club Committee established by the Management Committee as a committee of the Board. The Club Committee shall be a committee of the Master Association and shall be comprised of six (6) individuals, consisting of

- i. 1 member selected by vote of owners of Lots on the plats titled Gardens at Ivory Ridge Plat A and Gardens at Ivory Ridge Plat B;
- ii. 1 member selected by vote of the owners of Lots on the plats titled Clubview Towns at Ivory Ridge Plat A, Clubview Towns at Ivory Ridge Plat B, The Walks at Ivory Ridge Plat A, The Walks at Ivory Ridge Plat B, The Walks at Ivory Ridge Plat C;
- iii. 1 member selected by vote of the owners of Lot 3B on Ivory Ridge Plat B (Amending lot 3, Ivory Ridge Plat A) and the Lots on the plat titled The Lofts at

Ivory Ridge Condominiums (A Vacation of Lot 2, Plat B, The Walks at Ivory Ridge);

- iv. 1 member selected by vote of the owners of Lots on the plat titled the Walk at Ivory Ridge Plat D (Amending Lot 3 of the Walks at Ivory Ridge Plat C);
- v. 1 member selected by vote of the preferred members of the Ivory Swim and Tennis Club; and
- vi. 1 member selected by vote of the remaining single-family detached Lots.

Exclusive authority and responsibility for the administration and operation of the Ivory Swim and Tennis Club is assigned by the Management Committee to the Club Committee provided, however that the Management Committee shall have the exclusive right and authority to suspend rights to utilize the Ivory Swim and Tennis Club for violation of the Master Association's Governing Documents as provided in Declaration Section 5.9. The Club Committee is further authorized to adopt rules of procedure. No management decision, right, act, or obligation regarding the Ivory Swim and Tennis Club may be exerted or compelled without the approval of a majority of the Club Committee members. Modification of the authority and responsibility granted to the Club Committee herein shall require an amendment of this Section 4.11 consistent with the Governing Document amendment provisions in Declaration Section 13.1.

4.11.1. Club Membership Types. The Ivory Swim and Tennis Club shall have four classes of memberships: equity, preferred, commercial, and temporary.

i. Equity memberships are those club memberships appurtenant to a Lot, parcel, or Unit. All residential dwellings shall include an appurtenant membership interest in the Ivory Swim and Tennis Club. Notwithstanding the foregoing, those Units in Parkview Cottages do not include a club membership appurtenant to those Units. Additionally, Units in Parkside and Park Estates plats A thru G, include an option granted to the initial purchaser of a Unit to elect an membership interest in the Ivory Swim and Tennis Club. The exercise of a membership option shall be binding upon and shall run with the Unit and shall authorize use of the Ivory Swim and Tennis Club facilities by the purchasing Owner and Occupants of the Unit and by all subsequent Owners and Occupants of that Unit, subject to all restrictions, rules, and user fees established for the Ivory Swim and Tennis Club. If the initial purchaser of a Unit in the Parkside Neighborhood (or in the Park Estates plats A thru G) does not exercise the option to purchase a membership, the Declarant may but is not required to offer the membership option to a subsequent Owner.

ii. Preferred memberships are those club memberships not appurtenant to a Lot or Unit which are permanent and able to be sold, leased, or otherwise transferred, subject to terms and conditions to be established by the Club Committee.

iii. Commercial memberships are those club memberships appurtenant to the Commercial Areas equal to one (1) club membership allocated for each 10,000 square feet of the commercial parcel. Any partial portion of a parcel over the 10,000 square feet increment shall be allocated a full membership.

iv. Temporary memberships are those club memberships issued by the Declarant which may be terminated or canceled.

4.11.2. Club Membership Fees. The club membership fees for all club memberships, with the exception of temporary memberships, shall be equal. This section shall not prohibit an owner of a preferred membership from leasing their membership for a higher fee. No monthly dues are required for preferred memberships retained by the Declarant which are not being leased or otherwise actively used.

4.11.3. Club Membership Maximum. The maximum number of permanent club members of the Swim and Tennis Club shall be one thousand (1000) members, which shall consist of equity, preferred, and commercial memberships. Temporary memberships shall not be included in the calculation of the club membership maximum.

4.11.4. Termination of Temporary Memberships. Temporary memberships were intended to be effective for a finite period of time to support the Swim and Tennis Club during the build out and development of the Subdivision. Upon the expiration of the Declarant Control Period, all temporary memberships shall be terminated. Notwithstanding the foregoing, the Club Committee may issue a maximum of forty (40) youth use passes for individuals under 18 years who are enrolled in tennis lessons. Temporary youth tennis use passes shall not be included in the calculation of the club membership maximum.

4.11.5. Declarant Retention of Unallocated Preferred Memberships. Any preferred memberships not allocated or sold prior to expiration of the Declarant Control Period shall be retained by Declarant. After the expiration of the Declarant Control Period, Declarant shall have the right to sell, lease, transfer, or otherwise make use of the remaining preferred memberships.

4.11.6. Re-sale of Preferred Memberships. After the initial sale of all preferred memberships by Declarant, the holder of those preferred memberships shall have the right to re-sell the preferred memberships. The Club Committee shall have the right to establish terms and conditions to govern the re-sale of preferred memberships.

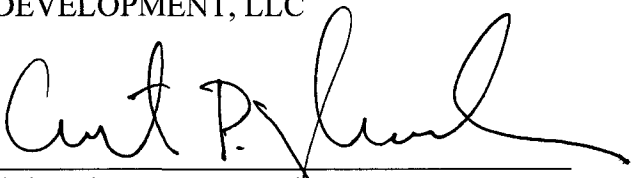
13. Amendment to Bylaws Section 3.1(a). Bylaws Section 3.1(a) regarding the Management Committee shall be and hereby is deleted in its entirety and replaced with the following:

3.1(a) Number of Members. The Management Committee shall be composed of no less than three (3) and no more than nine (9) persons meeting the qualifications stated in the Declaration, subject to the Declarant Rights set forth in the Declaration.

14. 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.

Dated this 15th day of November, 2023.

IVORY DEVELOPMENT, LLC

By: 
Christopher P. Gamvroulas

Its: President

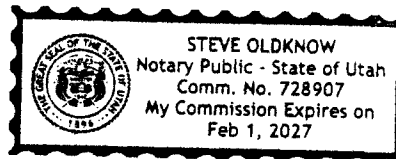
STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On this 15th, day of November, 2023, 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:

FEB 01, 2027



The real property and Units and Lots referred to in the foregoing First Amendment to the Second Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Ivory Ridge and First Amendment to Amended Bylaws for Ivory Ridge Property Owners Association, Inc. are located in Utah County, Utah and are described more particularly as follows:

- Ivory Ridge Plat A, Lots 1 through 4, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and all appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 42-057-0001 through 0004.
- Ivory Ridge Plat B, Lots 3A and 3B, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and all appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 42-103-0001 and 42-103-0004.
- Clubview At Ivory Ridge Plat A, Lots 101 through 152, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 65-200-0101 through 0152.
- Clubview At Ivory Ridge Plat B, Lots 201 through 241, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 65-250-0201 through 0241.
- Clubview Towns At Ivory Ridge Plat A, Lots 1 through 66, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 65-211-0001 through 0066.
- Clubview Towns At Ivory Ridge Plat B, Lots 67 through 110, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 65-255-0067 through 0110.
- The Walk At Ivory Ridge Plat A, Lots 1 through 50, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 55-689-0001 through 0050.
- The Walk At Ivory Ridge Plat B, Lots 51 through 78, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 55-729-0051 through 0078

- The Walk At Ivory Ridge Plat C, Lots 3, 79 through 112, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 55-757-0003, 55-757-0079 through 0112.
- The Walk At Ivory Ridge Plat D, Lots 3A and 3B, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 55-902-0001, and 55-902-0002.
- Parkside At Ivory Ridge Plat A, Lots 101 through 107, 109 through 113, 114 through 118, and 120 through 125, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 49-694-0101 through 0107, 49-694-0109 through 0118, 49-694-0120 through 0125.
- Parkside At Ivory Ridge Plat B, Lots 201 through 212, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 49-712-0201 through 0112.
- Parkside At Ivory Ridge Plat C, Lots 301 through 329, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and all appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 49:758:0301 through 0330.
- Parkside At Ivory Ridge Plat D, Lots 401 through 438, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and all appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 49:878:0401 through 0439.
- Parkside At Ivory Ridge Plat E, Lots 1 through 44, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and all appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 49:900:0001 through 0052.
- Park Estates At Ivory Ridge Plat A, Lots 101 through 106, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and all appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 49-713-0101 through 0106.
- Park Estates At Ivory Ridge Plat B, Lots 201 through 233, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and all appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 49-723-0201 through 0233.

- Park Estates At Ivory Ridge Plat C, Lots 301 through 318, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and all appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 49-737-0301 through 0318.
- Park Estates At Ivory Ridge Plat D, Lots 401 through 448, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and all appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 49-746-0401 through 0448.
- Park Estates At Ivory Ridge Plat E, Lots 501 through 534, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and all appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 49-772-0501 through 0534.
- Park Estates At Ivory Ridge Plat F, Lots 601 through 629, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and all appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 49-802:0601-0501 through 0629.
- Park Estates At Ivory Ridge Plat G, Lots 701 through 723, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and all appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 49-825-0701 through 0723.
- Park Estates At Ivory Ridge Plat H, Lots 801 through 827, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and all appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 49-861-0801 through 0829.
- Park Place Villas At Ivory Ridge Phase 1, Lots 101 through 112, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and all appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 49-860-0101 through 0115.
- Park Place Villas Phase 2, Lots 201 through 249, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and all appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 49-892-0201 through 0252.
- Parkview Cottages, Lots 101 through 166, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and all appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 49:946:0101 through 0173.
- The Lofts at Ivory Ridge Condominiums, Building 1 Units 101 through 105, 201 through 205, and 301 through 305, Building 2 Units 101 through 105, 201 through 205, and 301

through 305, and Building 3 Units 101 through 105, 201 through 205, and 301 through 305, inclusive, as shown on the official plat thereof on file and of record in the office of the Utah County Recorder; and all appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Utah County Recorder. 55:729:0002.