

WHEN RECORDED, RETURN TO:  
CW The Ivy, LLC  
Attn: Legal Department  
610 N 800 W  
Centerville, UT 84014

14460515 B: 11615 P: 1234 Total Pages: 7  
11/06/2025 04:15 PM By: BGORDON Fees: \$62.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Affecting Parcel Nos.: 16283320010000 to and including 16283320210000

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR theIVY**

This AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR theIVY (the “Amendment”), is made and executed as of the date first written below on the signature page and is effective when recorded in the office of the Salt Lake County Recorder by the CW The Ivy, LLC, a Utah limited liability company (the “Declarant”).

**RECITALS**

A. The Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for theIVY was recorded in the office of the Salt Lake County Recorder on July 3, 2025, as Entry No. 14405879 in Book 11583 on Page 7655 (the “Declaration”).

B. Under Section 17.1 of the Declaration, the Declarant has the right to amend the Declaration without the consent of any other Owner during the Period of Declarant Control.

C. The Declarant now desires to amend the Declaration to amend the maintenance obligations for certain utilities due to the nature of the billing by the utility companies.

D. Capitalized terms in this Declaration are defined herein or in the Declaration.

**AMENDMENT**

**NOW, THEREFORE**, for the reasons recited above and subject to the Restrictions set forth below, the Declarant hereby executes this Amendment. The Recitals above are incorporated into and made a part of this Amendment and the Declaration.

1. **Amendment.**

a. **Maintenance Table.** The Maintenance Table attached as Exhibit C to the Declaration is amended and superseded by Exhibit C-1 to this Amendment.

2. **Conflicts.** All remaining provisions of the Declaration shall remain in full force and effect. In the case of any conflict between the provisions of this Amendment and the provisions of the Declaration, the provisions of this Amendment shall in all respects govern and control.

3. **Incorporation and Supplementation of Amended Declaration.** This Amendment is supplemental to the Declaration, both of which, by reference, are made a part hereof, and all of the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by a duly authorized representative.

**DECLARANT**  
CW The Ivy, LLC  
a Utah limited liability company

By: Colin Wright

Name: Colin Wright

Its: Manager

Date: 11-5-2025

STATE OF UTAH )  
 ) ss.  
COUNTY OF DAVIS )

Colin Wright On the 5th day of November 2025, personally appeared before me Colin Wright who by me being duly sworn, did say that she/he, through the above-referenced managing entities, is an authorized representative of CW The Ivy, LLC, a Utah limited liability company, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public



**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

Salt Lake County Parcel Nos.: 16283320010000 to and including 16283320210000

More particularly described as:

A PARCEL OF LAND BEING ALL OF THAT ENTIRE TRACT DESCRIBED IN THAT WARRANTY DEED RECORDED AS ENTRY NO. 14315352 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N 001° 1' 03" E 608.67 FEET AND S 89° 58' 36" E 314.00 FEET FROM THE CENTERLINE STREET MONUMENT AT 900 EAST & 3900 SOUTH; SAID POINT OF BEGINNING ALSO BEING S 89° 58' 36" E 281.00 FEET FROM THE SOUTHWEST CORNER OF LOT 3, BLOCK 21, TEN ACRE PLAT ""A"", BIG FIELD SURVEY, AND RUNNING THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND THE EASTERLY BOUNDARY LINE OF GRAPE IVY PLACE CONDOMINIUMS PHASE 1, ENTRY #7269523 N 00° 01' 24" E 199.50 FEET TO THE NORTHWEST CORNER OF SAID ENTIRE TRACT; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT S 89° 58' 36" E 317.14 FEET TO THE NORTHEAST CORNER OF SAID ENTIRE TRACT; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT THE FOLLOWING THREE COURSES: 1) S 00° 01' 24" W 124.70 FEET, 2) N 89° 58' 36" W 9.00 FEET, 3) S 00° 01' 24" W 74.80 FEET TO THE SOUTHEAST CORNER OF SAID ENTIRE TRACT; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND ALONG NORTHERLY BOUNDARY LINE OF THE MILL WHEEL ACRES SUBDIVISION, ENTRY #1538386 N 89° 58' 36" W 308.14 FEET TO THE POINT OF BEGINNING.

CONTAINS 62,596 SQUARE FEET OR 1.437 ACRES IN AREA"

**EXHIBIT C-1**  
**MAINTENANCE ALLOCATION CHART**

| Improvement   | Unit Owner | Association | Notes   |
|---|------------|-------------|---|
| A/C Pad & Unit                                      | X          |             |   |
| Address Numbers                                     | X          |             | Subject to Board approval upon replacement.   |
| Cable/Satellite TV                                  | X          |             | Subject to Board approval.  |
| Ceiling   | X          |             |   |
| Circuit Breakers for Unit                           | X          |             |   |
| Common Area Amenities (Repair and Maintenance)      |            | X           |   |
| Door and Door Frames (Exterior)                     | X          |             | Subject to Board approval upon replacement.   |
| Door and Door Frames (Interior)                     | X          |             |   |
| Door Hardware/Doorbell                              | X          |             | Subject to Board approval upon replacement.   |
| Drains – Unit and Limited Common Area (Patio/Porch) | X          |             |   |
| Dryer Vent  | X          |             |   |
| Electrical Wiring/Panels                            | X          |             |   |
| Exterior Wall Finishes                              |            | X           |   |
| Fencing – Project Perimeter                         |            | X           |   |
| Fencing – Limited Common Areas                      | X          |             | Subject to Board approval.  |
| Floor Covering                                      | X          |             |   |
| Foundation – Cosmetic                               |            | X           |   |
| Foundation – Structural                             |            | X           |   |
| Furnace   | X          |             |   |
| Garage Doors (Repair and Maintenance)               | X          |             | Subject to Board approval.  |
| Gas Pipes   | X          | X           | <u>Owner</u> : point of connection/meter to Unit.<br><u>Association</u> : before point of connection/meter. |
| Hose Bib/Faucet/Spigot                              | X          |             |   |
| Hot Water Heater                                    | X          |             |   |
| Insurance – Association Plan Maintenance            |            | X           |   |
| Insurance – Association Plan Deductible             | X          |             | Assessed to Owners pro-rata according to losses.  |
| Insurance – Association Plan Loss Assessment        | X          |             | Assessed to Owners pro-rata according to losses.  |

|  |   |   |  |
|--|---|---|--|
| Insurance – HO6 (Walls In and personal property) Plan Deductible and Maintenance | X |   |  |
| Irrigation Lines/Heads – Common Area   |   | X |  |
| Landscaping – Common Areas   |   | X |  |
| Lights – Exterior (Porch, Driveway, Garage, Wall Pack (Fixtures & Bulbs))        | X |   | Subject to Board approval.<br>Association responsible for fixture repair; Owner responsible for maintenance. |
| Limited Common Area – Driveways, Patios, Porches and Decks                       |   | X | <u>Owner</u> : Duty to maintain<br><u>Association</u> : Duty to repair                                       |
| Mailbox and Stand/Structure  |   | X |  |
| Mailbox Lock and Key   | X |   |  |
| Paint – Exterior Walls and Trim  |   | X | Subject to Board approval.   |
| Paint – Exterior Doors   | X |   | Subject to Board approval.   |
| Paint – Interior   | X |   |  |
| Porch/Patio Slab   |   | X |  |
| Pest Control – Interior  | X |   |  |
| Phone Lines  | X |   |  |
| Plumbing Valves and Pressure Regulators  | X | X | <u>Owner</u> : point of connection/meter to Unit.<br><u>Association</u> : before point of connection/meter.  |
| Plumbing Main Line   | X | X | <u>Owner</u> : point of connection/meter to Unit.<br><u>Association</u> : before point of connection/meter.  |
| Plumbing Leak  | X | X | <u>Owner</u> : point of connection/meter to Unit.<br><u>Association</u> : before point of connection/meter.  |
| Plumbing Coggage   | X | X | <u>Owner</u> : point of connection/meter to Unit.<br><u>Association</u> : before point of connection/meter.  |
| Plumbing Interior Pipes  | X | X | <u>Owner</u> : point of connection/meter to Unit.<br><u>Association</u> : before point of connection/meter.  |
| Rain Gutters (Drain Path, Cleaning, Repair, and Replacement)                     |   | X |  |
| Roof (Repair and Maintenance)  |   | X |  |
| Screen Doors   | X |   | Subject to Board approval.   |

|   |   |   |  |
|---|---|---|--|
| Sewer Pipes (Repair and Maintenance)                    | X | X | Owner: point of connection/meter to Unit.<br><u>Association:</u> before point of connection/meter. |
| Sewer Service Cost                                      | X |   |  |
| Sidewalks and Paths on Common Areas                     |   | X |  |
| Signage – Entry Monument for Project                    |   | X |  |
| Sliding Glass Doors                                     | X |   |  |
| Snow Removal – Roads, Sidewalks, Driveways, and Porches |   | X |  |
| Storm Drains  |   | X |  |
| Stormwater  | X | X | Billed as a line item on each Rocky Mountain Power meter.  |
| Streetlights  |   | X |  |
| Streets – Private (Repair and Maintenance)              |   | X |  |
| Subsurface Detention Basin                              |   | X |  |
| Trash – From Unit to Dumpster                           | X |   |  |
| Trash – Dumpster Maintenance and Service                |   | X |  |
| Vent Covers – Exterior                                  |   | X |  |
| Wall – Load Bearing Interior Wall                       | X |   |  |
| Wall – Partition Interior Wall                          | X |   |  |
| Water Service   |   | X |  |
| Weather Stripping                                       | X |   |  |
| Windows – Glass, Screens, Frames                        | X |   | Subject to Board approval upon replacement.  |