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08/27/2024 03:37 PM AMENDED RESTRICT COVENANTS

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FEE: \$64.00 BY: COTTONWOOD TITLE INSURANCE AGENCY

Jerry Houghton, Tooele County, Recorder

WHEN RECORDED RETURN TO:

Ivory Development, LLC 978 Woodoak Ln Salt Lake City, UT 84117

SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTHSTAR RANCH

(Phase 9)

This SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHSTAR RANCH ("Supplemental Declaration") is executed and adopted by Ivory Development, LLC, a Utah limited liability company ("Declarant").

RECITALS

- A. This Supplemental Declaration shall supplement the Master Declaration of Covenants, Conditions and Restrictions for Northstar Ranch ("**Declaration**") recorded with the Tooele County Recorder's Office on January 11, 2019 as Entry No. 479748, and any supplements or amendments thereto.
- B. Ivory Development, as assignee of the original declarant, is the Declarant as identified and set forth in the Declaration. Declarant executed and recorded the Declaration with the consent and authorization of all property owners made subject thereto.
- C. Declarant is authorized by a written agreement to execute this Supplemental Declaration on behalf of the owner of the real property made subject to this Supplemental Declaration, which real property is identified in Exhibit A attached hereto.
- D. This Supplemental Declaration shall provide notice to the Owners of Lots within the property identified on Exhibit A, that all of such Lots and parcels are subject to the Declaration.
- E. Pursuant to Article 2, Section 2.5 of the Declaration, the Declarant has the authority to annex Additional Land into the Project.
- F. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Declaration.

NOTICE OF SUBMISSION

NOW THEREFORE, in consideration of the recitals set forth above, the Declarant hereby declares and certifies as follows:

1. <u>Submission</u>. Declarant hereby confirms that all of the real property identified on Exhibit A attached hereto, together with (i) all buildings, if any, improvements, and structures situated on or comprising a part of the above-described real property, whether now

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existing or hereafter constructed; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said real property; and (iii) all articles of personal property intended for use in connection therewith (collectively referred to herein as the "Subject Property") is submitted to and properly annexed into the Declaration. The Subject Property shall hereinafter be held, transferred, sold, conveyed, and occupied subject to the terms, covenants, restrictions, easements, charges, assessments, and liens set forth in the Declaration and all supplements and amendments thereto.

- 2. <u>Northstar Ranch Phase 9</u>. The real properties described in Paragraph 1, and the improvements to be constructed thereon, all of which are submitted to the terms and conditions of the Declaration, are more particularly set forth on the **Northstar Ranch Phase 9** subdivision plat map, which plat map will be recorded in the office of the Tooele County Recorder at a point in time after this Supplemental Declaration is recorded and will be subject to this Supplemental Declaration.
- 3. <u>Master Association Membership</u>. The Owner of each Lot or Parcel within the Subject Property shall be a member of the NSR Master HOA, Inc. and shall be entitled to all benefits of such membership and shall be subject to the terms governing the Master Association as set forth in the Declaration and Bylaws. Each Owner is allotted one vote in the Master Association per Lot owned.
- 4. <u>Apportionment of Common Expenses</u>. The Master Association Common Expenses shall be apportioned among the Lots within the Subject Property in accordance with the Declaration.
- 5. <u>Representations of Declarant</u>. Declarant represents that the Subject Property is part of the real property subject to annexation as described in the Declaration.
- 6. <u>Reservation of Declarant's Rights</u>. Pursuant to the Declaration, all rights concerning the Project reserved to Declarant in the Declaration are hereby incorporated and reserved to Declarant with respect to the Subject Property. The exercise of Declarant's rights concerning such Subject Property shall be governed by the terms, provisions and limitations set forth in the Declaration.
- 7. <u>Effective Date.</u> This Supplemental Declaration shall take effect upon the date recorded with the Tooele County Recorder.

* * * *

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IN WITNESS WHEREOF,	Declarant has executed this Supplemental Declaration this
	, 2024, pursuant to the authority granted by the Declaration
and written agreements of all own	ers of property subject hereto.
	DECLARANT Ivory Development, LLC a Utah limited liability company
	By: Ivory Development, LLC
	Ву:
	Name: Kevin Anglesey
STATE OF UTAH)	Title: Secretary
COUNTY OF SALT LAKE)	
On the 16 TH day of0	שבים, 2024, personally appeared before me duly sworn, did say that he is an authorized
representative of Ivory Developme	ent, LLC as the Secretary of Ivory Development, LLC and gned on behalf of said companies and executed with all
	Notary Public:
PETER STEVEN GAMVROULAS HOTARY PUBLIC: STATE OF UTAH COMMISSION# 722444 COMM. EXP. 01-14-2026	

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EXHIBIT A

SUBJECT PROPERTY (Legal Description)

All of Northstar Ranch Phase 9, according to the official plat when filed in the office of the Tooele County Recorder.

More particularly described as:

Northstar Ranch Phase 9 Subdivision, Lots 901 through 920 and Parcels A and B, as recorded in the Office of Recorder for Tooele County on March 4th, 2024 as Entry Number 599763.

24.007.0.0901 th/ 0920 24.007.0.000A 24.007.0.000B