9092903 06/17/2004 09:09 AM 66.00 Book - 9002 P9 - 2111-2138 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH TVORY HOMES LTD 978 E WOODOAK LN SLC UT 84117 EY: EHB, DEPUTY - NA 28 P.

# AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLOOMFIELD FARMS, a Utah planned residential development

LOCATED IN CITY OF WEST JORDAN, COUNTY OF SALT LAKE, AND STATE OF UTAH

> IVORY HOMES, LTD. DECLARANT

## WHEN RECORDED RETURN TO:

IVORY HOMES, LTD. 978 E. Woodoak Lane Salt Lake City, Utah 84117

# AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

#### FOR

# BLOOMFIELD FARMS,

# a Utah planned residential development

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS FOR BLOOMFIELD FARMS, a Utah planned residential development (the "Declaration") is executed by IVORY HOMES, LTD., of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Declarant"), with reference to the following:

#### RECITALS

- A. The Declaration of Protective Covenants for Bloomfield Farms Phase 1 was recorded in the office of the County Recorder of Salt Lake County, Utah on September 10, 2003 as Entry No. 8489119 in Book No. 8718 at Pages No. 9011-9028 of the Official Records (the "Declaration").
- B. The related Plat Map(s) for Phase 1 of the Project has also been recorded in the office of the County Recorder of Salt Lake County, Utah.
- C. Under Section 3 of the Declaration, Declarant reserved the unilateral right to expand the application of the Declaration.
- D. Declarant is the fee simple owner of record of that certain real property located in Salt Lake County, Utah and described with particularity on Exhibit "A-2" attached hereto and incorporated herein by this reference (the "Phase 2 Property").
  - E. The Phase 2 Property is an area of unique natural beauty, featuring distinctive terrain;
- F. Whereas, Declarant desires to expand the Development by creating on the Phase 2 Property additional Lots and subject Phases 1 and 2 and 3 to the Declaration.
- G. Declarant has constructed or is in the process of constructing upon the Phase 1 and Phase 2 and Phase 3 Property a residential Development which shall include certain Lots, Common Area, and other improvements. The construction will be completed in accordance with the plans contained in the Plat Map to be recorded concurrently herewith. Phase 1 consists of 39 Lots, numbered 101-139, and it is intended that Phase 2 will consist of 55 additional Lots, numbered, 201-255 and two parks, and phase 3 consists of 37 lots, numbered 301-337. The property will also contain other amenities of a less significant nature.
- H. Declarant has sold and intends to sell to various purchasers the fee title to the individual Lots contained in the Development, together with corresponding membership interest in the Association, which shall own the Common Area, subject to the Plat Map and the

covenants, conditions and restrictions set forth herein.

- I. The Project is to be known as "BLOOMFIELD FARMS."
- J. Since the completion of the Project may be in phases, the completed Project will consist of the original phase and all subsequent phases.

Now, therefore, for the reasons recited above, the Declarant hereby covenants, agrees, and declares that the Phase 1, Phase 2, and Phase 3 Property shall be subject to the following covenants, conditions and restrictions:

- 1. **Definitions**. The following definitions shall apply to this Declaration:
- 1.1 "Accessory Building" shall mean and refer to any structure which is not the preliminary structure, containing at least 120 square feet, and requires a building permit, and shall not include any shed, shack or other out-building for which a building permit is not required.
- 1.2 "Architectural Review Committee" shall mean the person or persons appointed to review the designs, plans, specifications, homes, architecture, fencing, and landscaping within the Development (the "ARC").
- 1.3 "Assessment" shall mean and refer to any amount imposed upon, assessed or charged a Lot Owner or Resident at the Project.
- 1.4 "Association" shall mean all of the Owners acting as a group in accordance with the Declaration.
- 1.5 "Builder" shall mean an owner, Declarant or contractor who obtains a construction or occupancy permit for one or more Lots.
- 1.6 "Capital Improvements" shall mean and refer to all new improvements intended to add to, enhance or upgrade the nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.
- 1.7 "Common Area" or "Common Areas and Facilities" shall mean and refer to all of the common elements in the Project including by way of illustration but not limitation the entry, entry monument, swimming pool and related amenities, and two parks.
- 1.8 "Common Expense" shall mean and refer to all expenses incurred by the Association in maintaining, repairing, and replacing the Common Area and Facilities.
- 1.9 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Bloomfield Farms, a Utah Planned Residential Development.
  - 1.10 "Design Guidelines" shall mean and refer to the then current Design

Guidelines for Ivory Homes.

- 1.11 "Development" shall mean and refer to Bloomfield Farms, a Utah Planned Residential Development.
  - 1.12 "Dwelling" shall mean and refer to a Dwelling Unit.
  - 1.13 "Dwelling Unit" shall mean and refer to the home constructed upon a Lot.
- 1.14 "Eligible Insurer" shall mean and refer to an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.
- 1.15 "Eligible Mortgagee" shall mean and refer to a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters from the Association in accordance with this Declaration.
- 1.16 "Eligible Votes" shall mean and refer to those votes available to be cast on any issue before the Association, ARC or the Management Committee. A vote which is for any reason suspended is not an "eligible vote".
  - 1.17. "Entry" shall mean the entry way into the development.
- 1.18 "Entry Monument" shall mean the monument identifying the Development and surrounding landscaping and planter area located at the Entry to the Project.
  - 1.19 "Ivory Homes" shall mean and refer to the Declarant, Ivory Homes, Ltd.
- 1.20 "Lot" or "Lots" shall mean the subdivided and recorded lot or lots within Property and where the context so requires any Dwelling constructed thereon.
- 1.21 "Management Committee" or "Committee" shall mean and refer to the group of volunteer Owners who direct the affairs fo the Association.
- 1.22 "Managing Member" shall mean and refer to the person appointed by the Declarant to unilaterally make all day-to-day business decisions for the Association, ARC and Management Committee.
- 1.23 "Mortgage" shall mean and refer to both a first mortgage or first deed of trust on any Lot.
- 1.24 "Mortgagee" shall mean and refer to the holder of the mortgage or mortgage under a first mortgage or a beneficiary under a first deed of trust on any Lot.
  - 1.25 "Open Space" shall mean and refer to the commons, parks, grounds, and

open landscaped areas within the development.

- 1.26 "Owner" or "Owners" shall mean the record owner or owners of a fee simple title to any Lot, whether one or more natural persons or legal entities, and excluding those persons having such interest merely as security for the performance of an obligation.
- 1.27 "Period of Declarant Control" shall mean and refer to a period of time commencing on the date this Declaration is recorded and terminating on the occurrence of last of the following Events: (1) Four months after 100% of the Dwellings constructed upon Lots owned by Declarant have been sold; or (2) Ten years from the effective date of this Declaration; or (3) When in its sole discretion the Declarant so determines.
- 1.28 "**Person**" shall unless otherwise indicated mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.
- 1.29 "Plans and Specifications" shall mean and refer to any and all documents designed to guide or control the construction of an Improvement, or alterations, modifications, changes, additions and the like thereto, including without limitation all documents indicating the size, shape, configuration and/or materials, to be incorporated; all site plans, excavation and grading plans, elevation drawings, floor plans, techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.
- 1.30 "Plat Map" shall mean and refer to the "Plat(s)" or "Map(s)" of the Development, as it may be amended from time to time. The Plat Map will show the location of the Lots, Open Space and Common Area.
- 1.31 "Person" shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.
- 1.32 "Project Documents shall mean and refer to the Declaration, By Laws, Rules and Regulations, and Articles of Incorporation.
- 1.33 "Property" shall mean and refer to all of the land or real estate, improvements and appurtenances submitted to this Declaration.
  - 1.34 "Project" shall mean the Development.
- 1.35 "Recreational, Commercial or Oversized Vehicle" shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, horse trailer, or any other recreational, oversized or commercial transportation device of any kind.
  - 1.36 "Parking Pad" shall mean and refer to a cement or concrete, (or other

construction material approved in writing by the ARC) parking pad constructed or installed on a Lot for the purpose of parking or storing of a Recreational, Commercial, or Oversized Vehicle.

- 1.37 "Parking Pad Fence" shall mean and refer to the cinder block, vinyl or wood (or other construction material approved by the ARC in writing) fence surrounding the Parking Pad.
- 1.38 "Repair" shall mean and refer to merely correcting the damage done sometimes by accident or fire or other cause, but more often due to the ravages of time and the deterioration resulting from ordinary wear and tear, by substituting for the damage, decayed or worn-out parts, new material, usually similar to that replaced, and so restoring the structure to its original sound condition.
- 1.39 "Planned Residential Development" shall mean and refer to BLOOMFIELD FARMS.
- 3. Area of Application. This Declaration shall apply to all of the Property, including Phase 1 and Phase 2, described with particularity on Exhibits "A-1" and "A-2" attached hereto and incorporated herein by this reference, which are hereby re-submitted to the Declaration the Property is hereby made subject to, and shall be governed by the Declaration, and the covenants, conditions and restrictions set forth herein. The Property is SUBJECT TO the described easements and rights of way.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservation and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible and necessary easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat Maps or otherwise existing; an easement for each and every common area improvement, equipment, pipes, lines, cables, wires, utility systems, or similar facilities which traverse or partially occupy the above-described Property; and all easements necessary for servicing, repairing, ingress to, egress from, maintenance of, and replacement of all such common area improvements, equipment, pipes, lines, cables, wires, utility systems, and similar facilities.

- 4. **Right to Expand Application**. Without any other additional approval required, the Declarant shall have the unilateral right expand the application of this Declaration to other real property by written amendment to this Declaration duly recorded.
  - 5. Description of Improvements. The significant improvements contained in the

Project include Lots, Common Area, and Open Space. The Project will also contain other improvements of a less significant nature. The location and configuration of the improvements referred to in the foregoing sentences are depicted on the Plat Map.

- 6. Description and Legal Status of the Property. The Plat Map shows the type and location of each Lot and its Lot Number and the Common Area in the vicinity. The Common Area shall be deeded to and owned by the Association. Each Lot Owner shall have an appurtenant equal undivided percentage of ownership interest in the Association. All Lots shall be capable of being independently owned, encumbered, and conveyed, and shall have separate tax identification or parcel numbers.
- 7. **Membership in the Association**. Membership in the Association is mandatory, may not be partitioned from the ownership of a Lot, and each Lot Owner by virtue of his accepting a deed or other document of conveyance to a Lot is deemed to be a member of the Association.
- 8. **Conveyancing**. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows:

All of Lot No.	contained within	n BLOOMF	IELD FARN	AS PHA	SE
Subdivision, a Utah Plani	ned Residential I	Development,	, as the same	e is ident	ified in the
Plat Map recorded in Salt	Lake County, U	tah as Entry l	No		_ in Book
at Page of th	e official records	of the Coun	ty Recorder o	of Salt La	ake County,
Utah (as said Record	of Survey Map	may have	heretofore	been a	mended or
supplemented) and in the	e Declaration of	Covenants,	Conditions,	and Res	trictions of
BLOOMFIELD FARMS,	a Utah Planned I	Residential De	evelopment r	ecorded i	n Salt Lake
County, Utah as Entry No	in Book	at Page	of the o	fficial re	cords of the
County Recorder of Salt	Lake County, U	tah (as said l	Declaration r	nay have	heretofore
been supplemented), toge	ther with an und	ivided percen	stage of own	ership int	erest in the
Association.					

Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. Neither the membership in the Association, nor percentage of ownership interest in the Association shall be separated from the Lot to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the Association and such right of exclusive use shall automatically accompany the transfer of the Lot to which they relate.

- 9. **Duty of Association**. The Association shall administer the Declaration and maintain, repair, and replace the Common Areas and Facilities, as the need arises from time to time.
- 10. **Management.** The Association shall be managed by a Management Committee, who may delegate its authority to a Managing Member.

- 11. General Status and Authority and Duties of Management Committee. The Management Committee shall adopt an annual budget, insure the Common Areas and Facilities, pay all Common Expenses, allocate the Common Expenses among the Owners, bill the Owners for their portion of the Common Expenses, collect the Assessments, and take all other actions necessary or incident thereto. Any instrument executed by the Management Committee, its legal representative or Managing Member which recites facts which, if true, would establish the power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Management Committee shall constitute a legal entity capable of dealing in its own name or in behalf of two or more Owners. The Management Committee and Managing Member shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section and its decisions. The Management Committee may appoint officers and agents of the Association, such as a President and Secretary, who may but need not be members of the Committee. Until the end of the Period of Declarant's Control, the Declarant shall have the exclusive, unilateral and irrevocable right to appoint the members of the Management Committee and the Managing Member. In addition, the Management Committee shall have:
- a. Access. The power and authority to access to each Lot: (1) from time to time during reasonable hours and after reasonable notice to the occupant of the Lot being entered, as may be necessary for the maintenance, repair, or replacement of any of the Common Areas and Facilities; and (2) for making emergency repairs necessary to prevent damage to the Common Areas and Facilities or to another Lot or Lots, provided that a reasonable effort is made to provide notice to the occupant of the Lot prior to entry.
- b. Grant Easements. The power and authority, without the vote or consent of the Owners, Mortgagees, insurers or guarantors of any Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or regulation of the Project.
- c. Execute Documents. The power and authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Record of Survey Map which has been approved by the vote or consent necessary to authorize such amendment.
  - d. **Standing**. The power to sue and be sued.
- e. **Enter Into Contracts**. The power and authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.
- f. Transfer Interests in Real Property. The power and authority to exchange, convey or transfer any interest in real property, so long as it has been approved by at least seventy five percent (75%) of the Owners.

- g. Add or Purchase Property. The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as it has been approved by at least seventy five percent (75%) of the Owners.
- h. **Promulgate Rules**. The power and authority to promulgate such reasonable administrative guidelines, rules, regulations, policies and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the Act and this Declaration.
- i. **Meetings**. The power and authority to establish procedures for decorum at and the conducting of its meetings and those of the Association.
- j. **Delegation of Authority**. The power and authority to delegate its responsibilities over the management and control of the Common Areas and regulation of the Project to a manager, reserving the right, power and authority, however, to control and oversee the administration thereof.
- k. All other Acts. The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions on behalf of the Owners.
- 12. **Delegation of Management Responsibilities**. The Management Committee may delegate some of its management responsibilities to either a professional management company, an experienced on-site manager, an independent contractor, through service contracts, or any combination thereof. The Manager may be an employee or an independent contractor. The termination provision of any such contract must not require a termination penalty or any advance notice of any more than sixty (60) days, and no such contract or agreement shall be for a term greater than one (1) year. The Management Committee may also employ general laborers, grounds crew, maintenance, bookkeeping, administrative and clerical personnel as necessary to perform its management responsibilities.
- 13. Owners Meetings. The Association shall meet at least annually at a time and place set by the Management Committee.
- 14. Lists of Lot Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors. The Committee shall maintain up-to-date records showing: (a) the name of each person who is an Owner, the address of such person, and the Lot which is owned by him; (b) the name and address of each Resident; (c) the name of each person or entity who is an Eligible Mortgagee, the address of such person or entity, and the Lot which is encumbered by the Mortgage held by such person or entity; and (d) the name of each person or entity who is an Eligible Insurer or Guarantor, the address of such person or entity, and the Lot which is encumbered by the Mortgage insured or guaranteed by such person or entity. In the event of any transfer of a fee or undivided fee interest in a Lot, either the transferor or transferee shall furnish the Committee with written evidence verifying that the transfer has occurred, that the Deed or other instrument

accomplishing the transfer is of record in the office of the County Recorder of Salt Lake County, Utah, and that the transferee has received a copy of the Declaration and By-Laws then in force. The Committee may for all purposes act and rely on the information concerning Lot ownership in its records or, at its option, the records of the county recorder. The address of any Owner shall be deemed to be the address of the Lot owned by such person unless the Committee is otherwise advised in writing.

- 15. Expenditures for Capital Improvements. Expenditures for capital improvements must be approved by at least sixty-seven percent (67%) of the Owners.
- 16. The Maintenance Responsibility of the Association. The Association shall maintain and keep in good repair all Common Area and any other item designated as a common responsibility or responsibility of the Association herein. (collectively, "Area of Common Responsibility").
- 17. The Maintenance Responsibility of the Owners. Each Owner shall maintain and keep in good repair his Lot and all improvements thereon (the "Area of Personal Responsibility").
- 18. Alterations to the Common Area. Anything to the contrary notwithstanding and until the termination of the Period of Declarant Control, the Declarant may make changes to the Common Area without the consent of either the Association, ARC or the Management Committee; provided, however, no Owner or resident may at any time modify the drainage patterns or systems, landscaping, or make any structural alterations, modifications, changes or improvements to the Common Area or Facilities, including but not limited to the construction or installation of any additions, the extension or enclosure of any existing structures not shown on the approved plans and specifications, without the prior written consent of the ARC.
- 19. Common Profits, Expenses, and Voting Rights. The common profits of the Property shall be distributed among, the Common Expenses shall be charged to, and the voting rights shall be available to, the Lot Owners equally.
- 20. **Debt Collection**. An Assessment or fine is a debt of the Owner at the time it is made and is collectible as such. Suit to recover a personal judgment for unpaid Assessments or fines is maintainable without foreclosing or waiving the lien securing it. If any Owner fails or refuses to make any payment of an Assessment or fine when due, that amount constitutes a lien on the interest of the Owner in the Property, and upon the recording of notice of lien, it is a lien upon the Owner's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except: (a) tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and (b) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.
- 21. Late Fees. A late fee of \$20.00 may be charged on all payments received more than ten (10) days after they were due.

- 22. Finance Charge. A finance charge of 1.5% per month may be assessed on the outstanding balance of all delinquent accounts.
- 23. Architectural and Related Issues. Since aesthetics, the integrity and harmony of the original design, and the quality of construction and materials throughout the development is important, all architectural designs, plans, specifications, construction materials, and construction must be (a) reviewed and approved by the ARC or its designee and (b) consistent with the restrictions set forth herein governing the development.
- 24. Architectural Review Committee ("ARC"). Until the termination of the "Period of Declarant Control," the ARC has the sole right and exclusive authority to resolve all architectural issues and may, in its sole discretion, designate one or more persons from time to time to act on its behalf in reviewing applications hereunder as the ARC, which before the termination of the "Period of Declarant Control" shall consist of three individuals, two of whom must be appointed by Declarant, and thereafter may consist of (a) a single individual, architect or engineer, or (b) a committee comprised of architects, engineers or other persons who may or may not be Owners, or (c) a combination thereof. Powers may be delegated by the ARC, provided any such delegation shall specify the scope of responsibilities delegated, and, prior to the termination of the Period of Declarant Control, shall be subject to the irrevocable right of Declarant to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and/or to veto any decision which Declarant determines, in its sole discretion, to be inappropriate or inadvisable. The initial ARC will be made up of Christopher P. Gamvroulas, who shall serve until such time as his successors are qualified and appointed. Members serving on the ARC shall be appointed or elected to serve two (2) year terms. member of the ARC who fails on three (3) successive occasions to attend regularly scheduled meetings or who has failed to attend at least twenty-five percent (25%) of all regularly scheduled meetings held during any twelve (12) month period shall automatically forfeit his seat. Except for members of the ARC appointed by the Declarant prior to the termination of the Period of Declarant Control, members of the ARC may be removed at any time by the affirmative vote of at least a majority of the Owners. Unless he forfeits or otherwise loses his seat as herein provided, a member shall serve on the ARC until his successor qualifies and is properly appointed by the Declarant or, after the termination of the Period of Declarant Control, appointed by the Management Committee. Members of ARC shall not be compensated for their services, although they may be reimbursed for costs advanced.
- 25. ARC Powers and Standing. Any instrument executed by the ARC or its legal representative that recites facts which, if true, would establish the power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The ARC shall constitute a legal entity capable of dealing in its own name or in behalf of two or more Owners. The ARC shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section and its decisions, including without limitation:

- a. Access. The power and authority to enter into or upon any Lot to make inspections, evaluations or repairs and to do other work necessary for the proper maintenance and operation of the development or to enforce the decisions of the ARC. Except in the case of an emergency, residents shall be given at least twenty-four (24) hours prior notice before the ARC may exercise this power.
- b. Respond to Complaints. While the ARC will not police the development, it shall have the power and authority, but not the obligation, to respond to written concerns of Owners about any issue.
- c. Execute Documents. The power and authority to execute and record, on behalf of the ARC, any amendment to the Declaration which has been approved by the vote or consent necessary to authorize such amendment.
  - d. Standing. The power to sue and be sued.
- e. Contractual Authority. The power and authority to enter into contracts which in any way concern the development.
- f. Promulgate Rules. The power and authority to promulgate such reasonable rules and regulations as may be necessary or desirable to aid the ARC in carrying out any of its functions, including by way of illustration but not limitation Pool Rules and Park Rules.
- g. **Designate Common Expenses**. The power and authority to designate a cost or expense as a Common Expense, Individual Assessment or fine.
- h. All other Acts. The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the ARC to perform its functions for and in behalf of the Owners.
- 26. Common Utilities. The Declarant may elect to provide common water and power utility services through a meter or meters on an individual Lot or Lots. Each such Owner agrees, by accepting a deed or other document of conveyance to such Lot, to provide those common water and power utility services to the Common Areas and Facilities not separately metered and billed to the Association by the provider; provided, however, in such circumstance the Owner of each such Lot shall be entitled to the following credits:
- a. Water. A monthly credit an amount equal to the difference between the water bill for each such Lot and the average water bill for all of the other Lots in the Project; and
- b. **Power**. A monthly credit in an amount equal to the greater of (1) \$5.00 or (2) a sum equal to the number of watts in the light bulb, multiplied by the Kilowatt rate of the local power company, multiplied by 4,000, divided by 1,000, and divided by 12.
  - 27. Insurance. The Association shall obtain adequate public liability insurance, property

insurance, directors and officers insurance, and a fidelity bond, the cost of which shall be a Common Expense.

- 28. **Destruction or Condemnation**. If the Open Space or Common Area and Facilities, in whole or in part, is destroyed or condemned, any proceeds obtained by the taking shall be divided and the cost of restoring any damaged property not covered by insurance shall be a Common Expense allocated equally among the Owners.
- 29. Termination of Legal Status. Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs shall be agreed to by Owners who represent at least sixty-seven (67%) percent of the total allocated votes in the Association and by Eligible Mortgagees who represent at least fifty-one (51%) percent of the votes of the Lots that are subject to mortgages held by eligible holders.
- 30. Classes of Membership and Voting Allocations. The Association shall have two (2) classes of membership: Class A and Class B. Class A Members shall be all Owners with the exception of the Class B Members. Class A Members shall be entitled to vote on all issues before the Association, subject to the following:
  - (1) One Vote. Each Lot shall have one (1) vote;
- (2) Subject To Assessment. No vote shall be cast or counted for any Lot not subject to assessment;
- (3) Multiple Owners. When more than one (1) person or entity holds such interest in a Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the vote of the Lot shall be suspended in the event more than one (1) person or entity seeks to exercise it.
- (4) Assignment of Voting Rights to Lessee. Any Owner of a Lot which has been leased may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Secretary at least three (3) days prior to any meeting.

The Class B Control Period shall mean and refer to the period of time during which the Class B Member is entitled to appoint all or a majority of the members of the ARC and/or the Management Committee. The Class B Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale of Lots, and who is designated as such in a recorded instrument executed by Declarant. The Class B Member shall originally be entitled to five (5) votes per Lot owned. The Class B membership and the Class B Control Period shall terminate, and Class B membership shall convert to Class A membership at the end of the Period of Declarant's Control. From and after the happening of this event, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot owned.

At such time, the Declarant shall call a meeting, to formally transfer control and management.

- 31. Consent in Lieu of Vote. In any case in which this Declaration requires the vote of an Owner for authorization or approval of an act or a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners who collectively hold the required percentages, subject to the following conditions: (a) a copy of the notice and ballot must be given to each Owner, (b) all necessary ballots and consents must be obtained prior to the expiration of sixty (60) days from the time the first written ballot or consent is obtained, (c) any change in ownership of a Lot which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose, and (d) if approved, written notice of the approval must be given to all Owners at least ten (10) days before any action is required by them.
- 32. Transfer of Control of Management and Control. Within forty-five (45) days after the termination of the Period of Declarant Control, unless otherwise agreed by the parties in writing, Declarant shall transfer the right to elect the Members of the Management Committee to the Lot Owners, acting as a group in accordance with this Declaration.
- 33. Procedures for Approval of Plans and Specifications. Architectural designs, plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the ARC for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the ARC may consider the proposed design, harmony of external design with existing structures and the common scheme, the location in relation to surrounding structures, topography, finish grade and elevation, among other things. Decisions of the ARC may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as ARC members change over time. In the event that the ARC fails to approve or to disapprove any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved; provided, however, anything to the contrary notwithstanding, no Dwelling shall be constructed or altered unless it meets the following minimum requirements:
  - a. Only single family residential Dwellings are allowed.
  - b. The height of any Dwelling shall not exceed two stories above ground.
  - c. No slab on grade Dwellings are permitted.
- d. Without the prior written consent of the ARC, a basement is required for each Dwelling.
- e. Without the prior written consent of the ARC, each Dwelling shall have a private garage for not less than two motor vehicles.

- f. The Dwelling exteriors, in their entirety, must consist of either maintenance free stucco and masonry, unless another construction material is approved by the ARC in writing. No aluminum or vinyl is permitted.
- g. Any detached accessory building must conform in design and materials with the primary residential Dwelling. Any and all accessory building plans must be submitted, reviewed and approved in advance. The maximum height of an accessory building shall be 8 feet; however, the ARC may grant an exception at it's sole discretion.
- h. All front yards of Lots shall be fully landscaped within one (1) year of the closing on the transaction. Landscaping and all grading and drainage shall be designed in such a way to control water run-off so that any Lot within the development will not be adversely affected by another. Furthermore, the grades initially established by the ARC or Declarant may not be altered without the prior written consent of the ARC. All landscaping must conform to the Landscaping Guidelines as adopted by the ARC.
- i. No fence or similar structure shall be built or installed in any front yard to a height in excess of four (4') feet, nor shall any fence or similar structure be built or installed in any side or rear yard in excess of six (6) feet. Chain link and cinder block fencing is not allowed. Wrought iron, vinyl fencing is permitted. Masonry is permitted with prior written approval of the ARC. Any fencing or similar structure using other construction materials requires the prior written approval of the ARC. If there is a dispute as to what constitutes the front, side or rear yards, the decision of the ARC shall be final, binding and conclusive.
- j. The following conditional uses may also be allowed: (1) swimming pool, cabana, equipment building/other outdoor recreational activities (i.e., tennis courts, basketball court, soccer pitch, batting/pitching apparatus, etc.); and (2) Accessory Buildings, permanent storage sheds, detached garage structures, workshops, detached conservatories/greenhouses etc. No tin sheds are allowed.
- k. Except for purposes of loading or unloading passengers or supplies (for a period of time not to exceed twenty-four (24) hours), all Recreational, Commercial or Oversized Vehicles must be parked in the side yard of a lot on a Parking Pad behind a Parking Pad Fence so as not to be visible from the street or any other Lot.
- 1. Designs submitted for approval shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.
- 34. **Ivory Homes Catalogue**. Any and every home design, plan or specification contained within the then current Ivory Homes Catalogue shall be considered approved and qualify for construction, and no other consent shall be required.
- 35. Preliminary Architectural Drawings, Plans and Specifications. The ARC may require, as a minimum, the following:

- a. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
  - b. Floor plans of each floor level to scale.
  - c. Elevations to scale of all sides of the Dwelling.
  - d. One major section through Dwelling.
  - e. A perspective (optional).
- f. Specifications of all outside materials to be used on the exterior of the Dwelling.
- 36. Final Plans and Specifications and Working Drawings. The ARC may require, as a minimum, the following:
- a. Plot plans to scale showing the entire site, building, garages, walks, drives, fence, carriage lights, retaining walls, with elevations of the existing and finished grade and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
  - b. Detailed floor plans.
- c. Detailed elevations, indicating all materials and showing existing and finished grades.
  - d. Detailed sections, cross and longitudinal.
- e. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc. Specifications shall give complete description of materials to be used with supplements, addenda or riders noting the colors of all materials to be used on the exterior of the Dwelling.
- 37. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.
- 38. Variance. The ARC may authorize variances from compliance with any of the architectural guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique

circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of financing shall not be considered a hardship warranting a variance.

- 39. Limitation of Liability. Neither the Declarant nor the ARC, or any of their employees, agents, representatives or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. By accepting a deed or other document of conveyance to a Lot, each Owner agrees to and shall defend, indemnify, save and hold the Declarant and the ARC, and their employees, agents, representatives or consultants, harmless from any and all loss, damage or liability they may suffer, including defense costs and attorney fees, as a result of any claims, demands, actions, costs, expenses, awards or judgments arising out of their review or approval of architectural designs, plans and specifications.
- 40. Enforcement of Architectural Guidelines. Any construction, alteration, or other work done in violation of this Declaration shall be considered to be nonconforming. Upon written request from the ARC an Owner shall at his own cost and expense remove such nonconforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the ARC shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work, without being deemed to be a trespasser.
- 41. Contractors. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration may be excluded by the ARC from the development, subject to the notice and the opportunity to be heard. In the event of sanctions after notice and hearing, neither the ARC or the Declarant, nor their employees, agents, representatives or consultants shall be held liable to any person for exercising the rights granted by this Section.
- 42. Use Restrictions and Nature of the Project. The Lots are subject to the following use restrictions which shall govern both the architecture and the activities within the Development:
- a. Private Residence. No Lot shall be used except for residential purposes and all residents shall be obligated by the following requirements: no temporary structure including trailers, tents, shacks, garages, barns or other outbuildings shall be used on any Lot at any time. No Dwelling shall be rented on a seasonal basis or for hotel or transient use. Individual rooms may not be rented to separate persons. The initial term of any lease shall be at least six (6) months. All leases shall be in writing.

- b. Business Use. No resident may operate a commercial trade or business in or from his Lot with employees of any kind. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Dwelling Unit. No commercial trade or business may be conducted in or from a Lot or Dwelling Unit unless (a) the business activity conforms to all home occupation and zoning requirements governing the Project; (b) the operator has a city issued business license; (c) the business activity satisfies the Home Occupation Guidelines adopted by the Management Committee, as they may be modified from time to time; and (d) the resident has obtained the prior written consent of the Management Committee. Notwithstanding the foregoing, the leasing of a Lot shall not be considered a trade or business within the meaning of this subsection.
- c. Storage and Parking of Vehicles. The driving, parking, standing, and storing of motor vehicles in, on or about the development shall be subject to the following:
- 1) The parking rules and regulations adopted by the ARC from time to time;
- 2) No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any driveway or Dwelling or to create an obstacle or potentially dangerous condition.
- 3) No Resident shall repair or restore any vehicle of any kind in, on or about any Lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.
- 4) No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed.

- 5) All garages shall be used primarily for the parking and storage of vehicles.
  - 6) Daytime parking on the street is allowed.
  - 7) Overnight parking on the street is not allowed.
- 8) All motor vehicles parked so as to be visible from the street or another Lot must be undamaged (less than \$1000.00 to repair), in good mechanical condition, registered, and licensed.
- 9) Except as otherwise expressly permitted, motor vehicles may not be "stored" so as to be visible from the street or another Dwelling.
- 10) Recreational, Commercial, and Oversized Vehicles may be stored on a Parking Pad provided (a) it is located in a side yard behind the houseline or in the rear of the Lot, and (b) it is in running condition and properly licensed.
- 11) Vehicles parked in violation of this Declaration may be immobilized, impounded, or towed by the ARC or its designee without further notice and at the owner's sole risk and expense.
- d. Maintenance. All Lots and Dwellings shall be kept by the Owner in good repair and maintenance and in a clean, safe, sanitary and attractive condition.
- e. Garbage and Refuse Disposal. No Lot shall be used as a dumping ground. All trash, garbage, debris, rubbish or other waste shall be kept in a sealed, sanitary bag or container, and stored out of sight except for a twenty-four (24) hour period on pick-up days.
- f. Aerials, Antennas, and Satellite Systems. No aerials, antennas, satellite dishes or systems shall be erected, maintained or used in, on or about any Dwelling, outdoors and above ground, whether attached to or on top of any building, structure, Dwelling, or otherwise, within the development without the prior written consent of the Declarant or ARC, which shall not be unreasonably withheld. In making its decisions, the Declarant and/or ARC shall abide by and be subject to all relevant local, state and federal laws, including but not limited to all FCC guidelines, rules and regulations as they may be amended or supplemented from time to time. Insofar as is reasonably possible without impairing reception, satellite dishes, aerials and antennae shall be positioned so that they are screened from view from the street.
- g. Animals and Pets. The keeping of animals other than those ordinarily kept as family pets within the Development is forbidden. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. Up to two domestic pets per Dwelling are allowed. All pets must be properly licensed and registered. Pets may not create a nuisance. The following acts of an animal may constitute a nuisance: (1) it causes damage to the property of anyone other than its owner; (2) it causes unreasonable fouling of the air by odors; (3) it causes unsanitary conditions; (4) it defecates on any common area and the feces are not immediately cleaned up by

the responsible party; (5) it barks, whines or howls, or makes other disturbing noises in an excessive, continuous or untimely fashion; (6) it molests or harasses passersby by lunging at them or chasing passing vehicles; (7) it attacks people or other domestic animals; (8) it otherwise acts so as to bother, annoy or disturb other reasonable residents or interferes with their right to the peaceful and quiet enjoyment of their property; or (9) by virtue of the number of pets maintained, they are offensive or dangerous to the health, welfare or safety of other residents. Pets outside the Owner's Lot or in the Open Space or Common Area must be in a cage or on a leash and under the control of a responsible person.

- h. Laws. Nothing shall be done or kept in, on or about any Lot or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
- i. **Damage or Waste**. Each Owner shall repair any damage he or any other residents, guests, or invitees of his Lot may cause to another Owner, Lot, or Dwelling, and promptly restore the property to its original condition.
- j. Signs. No signs, billboards or advertising structures or devices of any kind may be built, installed or displayed on the Property or any Lot except for a single sign with a maximum size of 2' x 2' for specific purpose of advertising the sale or rental of a Dwelling; provided, however, this restriction does not apply to and is not binding upon the Declarant, who may use whatever signs it deems appropriate to market its Lots.
- k. **Zoning**. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the development land use and buildings.
- l. Landscaping. All landscaping, grading, and drainage of the land in each Lot shall be completed strictly in accordance with the Landscaping Guidelines adopted by the Declarant or the ARC, and so as to comply with and not impair any city or county Ordinances and/or flood control requirements.
- m. Easements. Easements and rights of way for the installation and maintenance of utilities, drainage systems and facilities, and irrigation are reserved, as set forth herein and in the legal descriptions of the Property. Within these easements and rights of way, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. The easement and right of way area of each Lot and all improvements within said area shall be maintained continuously by their Owners, excepting those improvements for which a public authority or utility company is expressly responsible.
- n. Slope and Drainage Control. No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage

or interfere with established Lot ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels. The slope control area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, excepting those improvements for which a public authority or utility company is expressly responsible. It shall be the responsibility of the Owner to see that his Lot strictly conforms with the grading and drainage plan established by the Declarant and Salt Lake County.

- o. Nuisances. No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property.
- p. **Temporary Structures.** No structure of a temporary nature or character, including but not limited to any trailer, shack, shed, tent, garage, barn or other out-building shall be used on any Lot at any time as a residence.
- q. Accessory Buildings. Since Accessory Buildings are considered "conditional uses," each application will be evaluated separately. Any detached Accessory Building must conform in design and construction materials with the primary residential Dwelling. The maximum height of an Accessory Building shall be 12 feet, however the ARC may grant an exception at their sole and exclusive discretion. Any detached accessory building must conform in design and materials with the primary residential Dwelling.
- 43. Fines and Sanctions. After written notice of the violation and a reasonable opportunity to be heard, the ARC or Management Committee may fine or otherwise sanction an Owner for his failure to comply with the provisions of this Declaration or any rules and regulations adopted by the them from time to time, including by way of illustration but not limitation the suspension of the right to use the parks.
- 44. **Declarant's Sales Program**. Notwithstanding anything to the contrary and until the termination of the Period of Declarant Control, neither the Owners nor the Declarant shall interfere or attempt to interfere with Declarant's completion of improvements and sale of all of its remaining Lots and Dwellings, and Declarant shall have the following rights in furtherance of any sales, promotions or other activities designed to accomplish or facilitate the sale of all Lots and Dwellings owned by it:
- a. Sales Office and Models. Declarant shall have the right to maintain one (1) or more sales offices and one (1) or more model Lots, Homes or Dwellings at any one time. Such office and/or models may be one or more of the Lots owned by it, or one or more of any separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing;
- b. Promotional. Declarant shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or

places on the Property.

- c. Relocation and Removal. Declarant shall have the right from time to time to locate or relocate any of its sales offices, models, or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Within a reasonable period of time after the happening of the occurrence, Declarant shall have the right to remove from the development any signs, banners or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Declarant's sales effort.
- d. Limitation on Improvements by the ARC. Until the termination of the Period of Declarant Control, no the Owner may, without the written consent of Declarant, make any improvement to the Open Space or Common Area or alteration to any improvement created or constructed by Declarant.
- e. **Declarant's Rights Assignable**. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or assignment. Any Mortgage covering all Lots or Dwellings in the development title to which is vested in Declarant shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protection and controls which are accorded to Declarant (in its capacity as Builder) herein.
- 45. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the term "shall" is mandatory and the term "may" is permissive, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.
- 46. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit the Declarant and all parties who hereafter acquire any interest in a Lot, the development or the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or resident of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.
- 47. Enforcement and Right to Recover Attorneys Fees. Should the ARC, Managing Member, Management Committee, Association, or an aggrieved Owner be required to take

action to enforce or construe the Declaration or any rules and regulations adopted from time to time, or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover his reasonable attorneys fees, costs and expenses which may arise or accrue.

- 48. Limitation of Liability. The covenants, conditions and restrictions set forth in this Declaration, together with any rules and regulations hereafter adopted, are established for the benefit of the Property and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of Declarant, ARC or the Management Committee or any of their members, agents, representatives or employees shall be exempt from any civil claim or action, including negligence, brought by any person owning or having an interest in any Lot, and they shall be indemnified, saved and held harmless from any such action or failure to act, and exempt from any civil claim or action resulting from any such action or failure to act (whether intended or implied) while functioning as a member of the ARC, or for decisions that they may render during the course of their service, unless said party is guilty of intentional misconduct.
- 49. Mortgagee Protection. Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value. The lien or claim against a Unit for unpaid Assessments shall be subordinate to any Mortgage recorded on or before the date a notice of lien securing payment of any such Assessments is recorded in the Office of the County Recorder of Salt Lake County, Utah.
- 50. Amendments. This Declaration may be amended unilaterally by the Developer at any time. In addition, upon the affirmative written approval of at least a majority of the Owners of the Lots provided, however, (a) so long as Developer shall own at least one (1) Lot in the Subdivision, no amendment shall be valid or enforceable without its express prior written consent, and (b) any amendments affecting fencing, grading, or any West Jordan City Ordinances shall require the prior written consent of the city. The Mortgagee Protection section cannot be amended without the consent of all first mortgagees. An amendment shall be valid immediately upon recording of the document amending the Declaration in the office of the County Recorder of Salt Lake County, Utah.
- 52. **Duration**. The covenants and restrictions of this Declaration shall endure for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Dated the 2 day of December, 2003.

DECLARANT:

IVORY HOMES, LTD.

By: VALUE, L.C. Its: General Partner

Name: Clark D. Ivory

Title: Manager

# **ACKNOWLEDGMENT**

STATE OF UTAH		
	SS	
COUNTY OF SALTIAKE	Υ	

The foregoing instrument was acknowledged before me this 21 day December, 2003 by Clark D. Ivory, the Manager of VALUE, L.C., the General Partner of IVORY HOMES, LTD., a Utah limited partnership, and said Clark D. Ivory duly acknowledged to me that said IVORY HOMES, LTD. executed the same.

NOTARY PUBLIC

My Commission Expires: 7/26/2007

7067

CHRISTOPHER P GAMVROULAS

NOTARY PUBLIC • STATE OF UTAH

970 E WOODOAK LANE

SALT LAKE CITY UT 84117

COMMISSION EXPIRES: 07-20-2007

# EXHIBIT "A-1" LEGAL DESCRIPTION

The Property referred to in the foregoing document as the Phase 1 Property is located in Salt Lake County, Utah and is described more particularly as follows:

Beginning at a point which is South 0070'13" East along the section line 987.51 feet from the East quarter corner of Section 35, Township 2 South, Range 2 West, Salt Lake Base and Meridian;

Thence North 89'49'47" East 22.00 feet; thence South 00'10'13" East 1615.74 feet; thence North 89'58'20" West 22.00 feet to the Southeast corner of Section 35, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence North 89'38'11" West 36.50 feet; thence North 09'50'22" East 31.60 feet; thence North 00'10'13" West 843.87 feet; thence North 89'58'50" West 695.54 feet; thence North 00'01'10" East 248.40 feet; thence North 85'24'15" West 20.02 feet; thence North 06'35'51" East 80.51 feet; thence North 18'27'43" East 84.85 feet; thence North 31'08'10" East 101.82 feet; thence North 37'55'59" East 50.12 feet; thence North 33'51'18" East 100.75 feet; thence South 58'14'07" East 67.13 feet; thence South 64'55'34" East 83.54 feet; thence South 71'40'18" East 83.20 feet; thence South 78'23'24" East 83.20 feet; thence North 08'15'04" East 100.00 feet; thence North 21'14'19" West 70.18 feet; thence North 11'51'08" East 101.47 feet; thence South 82'36'12" East 85.17 feet; thence South 68'08'37" East 53.94 feet; thence North 89'49'47" East 131.00 feet to the point of beginning.

Area contained: 11.7252 acres (39 building lots)

# EXHIBIT "A-2" LEGAL DESCRIPTION

The Property referred to in the foregoing document as the Phase 2 Property is located in Salt Lake County, Utah and is described more particularly as follows:

Beginning at the East 1/4 corner of Section 35, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°49'35" East 22.00 feet; thence South 00°10'13" East 987.38 feet; thence South 89°49'47" West 153.00 feet; thence North 68°08'37" West 53.94 feet; thence North 82°36'12" West 100.64 feet; thence North 70°31'10" West 88.81 feet; thence North 59°11'34" West 88.81 feet; thence North 47°51'57" West 88.82 feet; thence North 36°32'21" West 88.82 feet; thence South 59°07'27" West 105.68 feet; thence along the arc of a 530.00 foot radius curve to the left through a central angel of 05°30'09" for 50.90 feet (chord bears North 45°21'37" West 50.88 feet); thence South 41°53'19" West 159.18 feet; thence North 53°07'29" West 74.81 feet; thence North 62°26'23" West 50.01 feet; thence North 73°40'06" West 65.00 feet; thence North 12°36'25" East 153.69 feet; thence along the arc of 525.00 foot radius curve to the right through a central angle 01°05'15" for 9.96 feet (chord bears South 76°50'57" East 9.96 feet); thence North 14°27'48" East 130.99 feet; thence North 00°01'10" East 87.62 feet; thence North 00°10'27" East 50.00 feet; thence South 89°49'33" East 28.87 feet; thence North 00°01'10" East 200.00 feet; thence North 10°28'44" West 50.88 feet; thence North 00°10'27" East 139.99 feet: thence South 89°49'35" East 860.18 feet to the point of beginning.

## EXHIBIT "A-3" LEGAL DESCRIPTION

The Property referred to in the foregoing document as the Phase 3 Property is located in Salt Lake County, Utah and is described more particularly as follows

Beginning at a point that is South 00°10'13" East 1056.16 feet along the section line and West 286.56 feet from the East Quarter Corner of Section 35, Township 2 South, Range 2 West, Salt Lake Base & Meridian;

Thence South 21°14'19" East 70.18 feet; thence South 08°15'04" West 100.00 feet; thence North 78°23'24" West 83.20 feet; thence North 71°40'18" West 83.20 feet; thence North 64°55'34" West 83.54 feet; thence North 58°14'07" West 67.13 feet; thence South 33°51'18" West 100.75 feet; thence South 37°55'59" West 50.12 feet; thence South 31°08'10" West 101.82 feet; thence South 18°27'43" West 84.85 feet; thence South 06°35'51" West 80.51 feet; thence South 85°24'15" East 20.02 feet; thence South 00°01'10" West 248.40 feet; thence North 89°58'50" West 360.17 feet; thence North 00°01'10" East 150.00 feet; thence South 89°58'50" East 71.64 feet; thence North 00°00'34" East 355.02 feet; thence North 39°43'55" East 116.39 feet; thence North 50°16'05" West 68.63 feet; thence North 27°51'43" East 134.35 feet; thence North 51°37'42" East 52.56 feet; thence along the arc of a 275.00 foot radius curve to the right through a central angle of 12°44'53" for 61.19 feet (chord bears South 48°10'47" East 61.06 feet); thence North 48°11'39" East 98.64 feet; thence North 42°28'09" West 36.56 feet; thence North 41°53'19" East 159.18 feet; thence along the arc of a 530.00 foot radius curve to the right though a central angle of 05°30'09" for 50.90 feet (chord bears South 45°21'37" East 50.88 feet); thence North 59°07'27" East 105.68 feet; thence South 36°32'21" East 88.82 feet; thence South 47°51'57" East 88.82 feet; thence South 59°11'34" East 88.81 feet; thence South 70°31'10" East 88.81 feet; thence South 82°36'12" East 15.48 feet; thence South 11°51'08" West 101.47 feet to the point of beginning.

Area Contained: 8.7912 acres (37 Building Lots)