

65/

RETURNED

WHEN RECORDED RETURN TO:

Gary M. Wright

Ivory Homes

1544 North Woodland Park Dr., Suite 330

Layton, Utah 84041

FEB 25 1999

E 1490616 B 2454 P 210
SHERYL L. WHITE, DAVIS CITY RECORDER
1999 FEB 25 12:26 PM FEE 65.00 DEP DJM
REC'D FOR IVORY HOMES

lots 1 thru 34 & Common Area

08-243-0001 thru 0035

FIRST SUPPLEMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

FOR

THE FAIRWAYS OF OAKRIDGE P.U.D.

AND

THE FAIRWAYS OF OAKRIDGE SOUTH P.U.D.

08-223-0001 thru
0046

This SUPPLEMENT to the DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR THE FAIRWAYS OF OAKRIDGE P.U.D. AND THE FAIRWAYS OF OAKRIDGE SOUTH P.U.D. is made and executed this 18th day of February, 1999, by IVORY NORTH, a Joint Venture, of 1544 North Woodland Park Dr., Suite 300, Layton, Utah 84041 (hereinafter referred to as "Declarant").

RECITALS

Whereas, the Original Declaration was recorded in the office of the County Recorder of Davis County, Utah on the 28th day of July, 1997, 1997, as Entry No. 1337054, in Book 2155 at Page 971 of the Official Records.

Whereas, the related Plat Map for Phase I of the Project has also been recorded in the office of the County Recorder of Davis County, Utah.

Whereas, Phase I was known as The Fairways of Oakridge P.U.D. and Phase II is to be known as The Fairways of Oakridge South P.U.D.

Whereas, Section 30 of the Declaration allows for an amendment if affirmatively approved by at least 67% of the Lot Owners.

Whereas, the undersigned owns 67% or more of the Lots and all of the Lot Owners have consented in writing to this amendment, satisfying the voting requirements to amend the Declaration and reallocate the percentages of ownership interest in the Association.

Whereas, Declarant is the fee simple owner of record of that certain real property located in Davis County, Utah and described with particularity on Exhibit "A-1" attached hereto and incorporated herein by this reference (the "additional land" or "Phase II Property").

Whereas, Declarant desires to expand the Project by creating on the Phase II Property an additional residential planned unit development.

Whereas, Declarant now intends that the Phase II Property shall become subject to the Declaration.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, Declarant hereby executes this FIRST SUPPLEMENT to the DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR THE FAIRWAYS AT OAKRIDGE P.U.D. AND THE FAIRWAYS OF OAKRIDGE SOUTH P.U.D.

1. Supplement to Definitions. Article I of the Declaration, entitled "Definitions," is hereby modified as follows, including but not limited to the addition of some supplemental definitions:

3. Association shall mean and refer to the association of Lot Owners at the THE FAIRWAYS OF OAKRIDGE OWNERS ASSOCIATION, INC., a Utah non-profit corporation, acting as a group.

3.48. First Supplemental Declaration shall mean and refer to this Supplement to the DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR THE FAIRWAYS OF OAKRIDGE P.U.D. AND THE FAIRWAYS OF OAKRIDGE SOUTH P.U.D.

3.49. First Supplemental Phase II Map shall mean and refer to the Supplemental Plat Map of Phase II of the Project, prepared and certified to by David J. Byrd, a duly registered Utah Land Surveyor holding Certificate No. 161091 and filed for record in the Office of the County Recorder of Davis County, Utah concurrently with the filing of this First Supplemental Declaration.

The definitions used in this Declaration automatically shall be expanded to encompass and refer to the Project as so expanded. The term "Property" shall mean the real property initially submitted under the Declaration, plus any additional land added to the Project by this Supplemental Declaration, and reference to the Declaration shall mean the original Declaration as so supplemented. All conveyances of Lots after such expansion shall be effective to transfer rights in the Project, as expanded, with additional references to the Supplemental Declaration and the Supplemental Map. The recordation in the office of the Davis County Recorder of a Supplemental Map incident to any expansion shall operate automatically to grant, transfer, and convey to then Owners of Lots in the Project as it existed before such expansion the respective undivided interests in the new Common Areas added to the Project as a result of such expansion. Such recordation shall also operate to vest in any then mortgagee of any Lot in the Project as it existed, interest so acquired by the Owner of the Lot encumbering the new Common Areas added to the Project as a result of such expansion. Except as otherwise herein provided, the definition of terms contained in the Declaration are incorporated herein by this reference.

2. Legal Description. The real property described in Exhibit A-1 is hereby submitted to the provisions of the Declaration (as supplemented hereby) and said land shall be held, transferred,

sold, conveyed and occupied subject to the provisions of this Supplemental Declaration:

3. Annexation. Declarant hereby declares that the Phase II Property shall be annexed to and become subject to the Declaration, which upon recordation of this First Supplemental Declaration shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-1 subject to the functions, powers, rights, duties and jurisdiction of the Association.

4. Name of Phase II. Phase II shall be known as THE FAIRWAYS OF OAKRIDGE SOUTH P.U.D.

4. Total Number of Lots Revised. As shown on the Phase II Map, thirty-four (34) additional Lots are created in the Project on the Phase II Property. Upon the recordation of the Phase II Map and this First Supplemental Declaration, the total number of Lots in the Project will be seventy-nine (79). The said additional Lots are substantially similar in size, configuration and quality to the Lots in Phase I.

5. Percentage Interest Revised. Because of the addition of Phase II, the percentages of ownership interest in the Association must be reallocated. Exhibit "B" to the Declaration is deleted in its entirety and "Revised Exhibit 'B'" attached hereto is substituted in lieu thereof and incorporated herein by this reference.

6. Declaration Operative on New Lots. The new Lots shall be subject to all the terms and conditions of this Declaration and of a Supplemental Declaration, subject to and together with all the incidents pertaining thereto as specified herein, upon recording the Supplemental Map and Supplemental Declaration in the said office of the Davis County Recorder.

7. Right of Declarant to Adjust Ownership Interest in Common Areas. Each deed of a Lot shall be deemed to irrevocably reserve to the Declarant the power to appoint to Owners, from time to time, the percentages of undivided ownership interest in the Association set forth in the Supplemental Declaration. The proportionate interest of each Owner in the Association after any expansion of the Project shall be an undivided interest of the Project as expanded. A power coupled with an interest is hereby granted to the Declarant, its successors and assigns, as attorney in fact to shift percentages of ownership interest in the Association in accordance with Supplemental Declarations recorded pursuant hereto and each deed of a Lot in the Project shall be deemed a grant of such power to the Declarant. Various provisions of this Declaration and deeds and mortgages of the Lots may contain clauses designed to accomplish a shifting of the percentages of ownership interest in the Association. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the percentages of ownership interest in the Association can be accomplished. Notwithstanding anything to the contrary herein, no change in the percentage of undivided interest in the Association may be effected more than seven (7) years after the effective date of the Declaration.

Accordingly, upon the recordation of a Supplemental Declaration and Supplemental Map incident to any expansion, the revised schedule of undivided ownership

interests in the Association shall automatically become effective for all purposes and shall fully supersede any similar schedule which was contained in any declaration associated with any prior phase. In the event the provisions of the separate instruments relating to the Project conflict irreconcilably, the terms of that instrument which was recorded most recently shall control.

8. Other Provisions Concerning Expansion. It is further provided that:

- (a) The additional land and Lots may be added to the Project without any limitations whatsoever save and except that all additional Lots created must be restricted to single family residential housing limited to one family per Dwelling Unit.
- (b) Portions of the additional land and Lots may be added to the Project at different times without any limitations.
- (c) Declarant shall have the right without further conveyance or documentation to build roads and access ways to the additional land and Phase II Lots through Phase I and the easement areas as shown on the Map. Neither the Association nor any Lot Owner shall allow anything to be built upon or interfere with said access or easement areas.
- (d) No assurances are made concerning:
1. The locations of any improvement that may be made in Phase II, on any portion of the additional land, or any Lots that may be added to the Project.
 2. The type, kind or nature of improvement which may be created in Phase II, on any portion of the additional land or any Lots.
 3. Whether any Lots created on any portion of the additional land in Phase II will be substantially identical to those within Phase I, except that Lots will be comparable to those in Phase I.
- (e) Notwithstanding anything to the contrary which may be contained herein, the Declaration is not intended, and shall not be construed so as to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to the carrying out in any particular way or within any particular time of any development which may be undertaken except as herein mentioned; or the taking of any particular action with respect to Phase II, the additional land, the Project, or any real estate. Further, the number of Lots actually developed and the actual undivided percentage of ownership interest of each Lot may vary from projections
- (f) The Declarant shall be responsible to improve all of the Common Areas and yards in Phase II, including but not limited to the landscaping, planting of flower beds, plants, trees, bushes, shrubs, grass and ground cover, as well as the design and installation of the sprinkling system. The Association shall be responsible for all maintenance of all Common Area and all of the landscaping in Phase II, including all front, side and rear yard areas, which shall be maintained in accordance with the Design Guidelines established by Declarant. In Phase II, there

shall be no private rear yard areas, no Lot fences, walls or enclosures. No structural alterations may be made by any Owner to the front, rear or side yard areas, or Common Area and facilities or improvements without the prior written consent of the Management Committee.

(g) Only one (1) story homes or Dwelling Units may be constructed on Lots 11-15, inclusive, in Phase II.

(h) All roads in Phase II shall be dedicated to and maintained by Farmington City.

(i) All trash and garbage shall be collected by Farmington City.

(j) The Phase II property is adjacent to a golf course and shall, therefore, be subject to the following golf course restrictions anything to the contrary notwithstanding:

1. By virtue of their accepting a deed to, taking possession of, or entering the Property, the Unit Owners and all residents at the Project, as well as their visitors, guests and invitees agree to and shall be subject to and bound by the EASEMENT AGREEMENT entered into by THE OAKRIDGE COUNTRY CLUB and GMW DEVELOPMENT, INC. A copy of the GOLF - EASEMENT AGREEMENT is attached to the original Declaration, marked Exhibit "E," and incorporated herein by this reference. The GOLF - EASEMENT AGREEMENT shall run with the land. The language of this subsection may not be amended, modified or changed without the express prior written and unanimous consent of all of the Unit Owners and THE OAKRIDGE COUNTRY CLUB. In the event of any inconsistency, incongruity or conflict between the provisions of the GOLF - EASEMENT AGREEMENT and the provisions of subparagraph (b) below, the provisions of the GOLF - EASEMENT AGREEMENT shall in all instances govern and control.

2. ALL UNIT OWNERS AND RESIDENTS ACKNOWLEDGE THAT THE PROJECT IS LOCATED NEXT TO A GOLF COURSE WHICH CREATES CERTAIN INHERENT RISKS, WHICH MEANS THOSE DANGERS OR CONDITIONS WHICH ARE AN INTEGRAL PART OF THE SPORT OF GOLF, INCLUDING BUT NOT LIMITED TO ANY THE RISK OF INJURY RESULTING FROM OR CAUSED BY NEGLIGENCE, GOLF BALLS, ERRANT GOLF BALLS, GOLF EQUIPMENT, ERRANT GOLF EQUIPMENT, OR GOLFERS. INJURY MEANS ANY BODILY INJURY OR PROPERTY DAMAGE. GOLFER MEANS ANY PERSON PRESENT IN A GOLF AREA FOR THE PURPOSE OF ENGAGING IN THE SPORT OF GOLF. NO OWNER OR RESIDENT, OR THEIR FAMILY MEMBERS, GUESTS OR INVITEES MAY MAKE ANY CLAIM AGAINST, OR RECOVER FROM, THE OAKRIDGE COUNTRY CLUB, DECLARANT, ASSOCIATION, MANAGEMENT COMMITTEE, ANY MEMBER OF THE MANAGEMENT COMMITTEE, THEIR AGENTS, REPRESENTATIVES OR EMPLOYEES, OR ANY OTHER UNIT OWNER OR RESIDENT FOR AN INJURY RESULTING FROM ANY OF THE INHERENT RISKS OF LIVING BY A GOLF COURSE. BY ACCEPTING CONVEYANCE OF, OCCUPYING OR VISITING A LOT, EACH LOT OWNER AND RESIDENT AS WELL AS THEIR FAMILY MEMBERS, GUESTS AND

INVITEES AGREE:

E 1490616 12454 P 215

a) TO WAIVE ANY AND ALL CLAIMS AGAINST THE OAKRIDGE COUNTRY CLUB, DECLARANT, ASSOCIATION, MANAGEMENT COMMITTEE, ALL MEMBERS OF THE MANAGEMENT COMMITTEE, THEIR AGENTS, REPRESENTATIVES OR EMPLOYEES, OR ANY OTHER UNIT OWNER OR RESIDENT FOR AN INJURY RESULTING FROM ANY OF THE INHERENT RISKS OF LIVING IN OR VISITING A PROJECT BY A GOLF COURSE, INCLUDING NEGLIGENCE.

b) TO RELEASE THE OAKRIDGE COUNTRY CLUB, DECLARANT, ASSOCIATION, MANAGEMENT COMMITTEE, ALL MEMBERS OF THE MANAGEMENT COMMITTEE, THEIR AGENTS, REPRESENTATIVES OR EMPLOYEES, OR ANY OTHER UNIT OWNER OR RESIDENT, FROM ANY AND ALL CLAIMS, DEMANDS, COSTS, JUDGMENTS, ACTIONS, CAUSES OF ACTION, SUITS AT LAW OR IN EQUITY FOR AND ON ACCOUNT OF ANY AND ALL INJURIES RESULTING FROM ANY OF THE INHERENT RISKS OF LIVING IN OR VISITING A PROJECT BY A GOLF COURSE, INCLUDING NEGLIGENCE.

c) TO INDEMNIFY THE OAKRIDGE COUNTRY CLUB, DECLARANT, ASSOCIATION, MANAGEMENT COMMITTEE, ALL MEMBERS OF THE MANAGEMENT COMMITTEE, THEIR AGENTS, REPRESENTATIVES OR EMPLOYEES, OR ANY OTHER UNIT OWNER OR RESIDENT FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE SAID LOT OWNER OR RESIDENT, OR THEIR FAMILY MEMBERS, GUESTS AND INVITEES MAY SUFFER AS A RESULT OF ANY CLAIM, DEMAND, COST OR JUDGMENT RESULTING FROM ANY OF THE INHERENT RISKS OF LIVING IN OR VISITING A PROJECT BY A GOLF COURSE, INCLUDING NEGLIGENCE.

d) UNIT OWNERS AND RESIDENTS SHALL BE RESPONSIBLE TO NOTIFY AND ADVISE, AND SHALL BE DEEMED TO HAVE SO NOTIFIED AND ADVISED, ALL OF THEIR VISITORS, GUESTS AND INVITEES OF THIS INHERENT RISK.

e) THE FOREGOING RELEASE, WAIVER AND INDEMNITY IS INTENDED TO RELIEVE THE OAKRIDGE COUNTRY CLUB, DECLARANT, ASSOCIATION, MANAGEMENT COMMITTEE, ALL MEMBERS OF THE MANAGEMENT COMMITTEE, THEIR AGENTS, REPRESENTATIVES OR EMPLOYEES, AND ALL GOLFERS OF LIABILITY FOR DAMAGES CAUSED BY ERRANT GOLF BALLS OR GOLF EQUIPMENT.

7. Effective Date. The effective date of this First Supplemental Declaration and the Phase II Map shall be the date on which said instruments are filed for record in the Office of the County Recorder of Davis County, Utah.

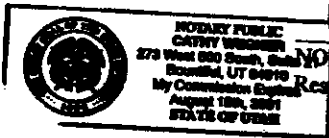
IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above written.

DECLARANT:
IVORY NORTH, a joint venture
BY: GMW DEVELOPMENT, INC., Partner

By: *Gary M. Wright*
Title: Gary M. Wright, President

STATE OF UTAH)
 ss.
COUNTY OF DAVIS)

On the 5 day of February, 1999, personally appeared before me Gary M. Wright, who by me being duly sworn, did say that he is the President of GMW DEVELOPMENT, INC., a Utah corporation, and that GMW DEVELOPMENT, INC. is a Partner of IVORY NORTH, a joint venture, and that the within and foregoing instrument was signed in behalf of said IVORY NORTH pursuant to the joint venture agreement and by authority of a resolution of the joint venturers, and said Gary W. Wright, duly acknowledged to me that IVORY NORTH executed the same.



Cathy Wegner
NOTARY PUBLIC
Residing At:

E 1490616 12454 P 217

Exhibit "A-1"
Phase II Legal Description

The land described in the foregoing document as Phase II is located in Davis County, Utah and is described more particularly as follows:

A part of the Southeast quarter of Section 11 and the Southwest quarter of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian.

Beginning at a point which bears North 89°53'15" East 54.13 feet and North 00°06'45" West 125.98 feet from the Southeast corner of Section 11, Township 3 North Range 1 West Salt Lake Base and Meridian; and running thence North 83°14'46" West 319.23 feet; thence North 87°15'39" West 285.00 feet; thence North 72°22'12" West 128.73 feet; thence North 56°45'06" West 125.00 feet; thence North 32°53'25" West 138.20 feet; thence North 41°14'51" East 140.00 feet; thence North 89°19'52" East 28.29 feet; thence South 66°39'00" East 99.92 feet thence North 62°44'48" East 56.96 feet; thence North 07°24'52" East 67.02 feet; thence South 89°04'38" East 445.52 feet; thence South 33°15'19" East 109.31 feet; thence East 126.69 feet; thence South 00°17'49" West 193.81 feet; thence South 00°30'22" East 140.88 feet to the point of beginning. Property contains 6.780 acres.

REVISED EXHIBIT "B"
 PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST

Phase No.	Lot No.	Percentage of Ownership Interest
I	1	
I	2	1.265%
I	3	1.265%
I	4	1.265%
I	5	1.265%
I	6	1.265%
I	7	1.265%
I	8	1.265%
I	9	1.265%
I	10	1.265%
I	11	1.265%
I	12	1.265%
I	13	1.265%
I	14	1.265%
I	15	1.265%
I	16	1.265%
I	17	1.265%
I	18	1.265%
I	19	1.265%
I	20	1.265%
I	21	1.265%
I	22	1.265%
I	23	1.265%
I	24	1.265%
I	25	
I	26	1.265%
I	27	1.265%
I	28	1.265%
I	29	1.265%
I	30	1.265%
I	31	
I	32	1.265%
I	33	1.265%
I	34	1.265%
I	35	1.265%
I	36	1.265%

<u>Phase No.</u>	<u>Lot No.</u>	<u>Percentage of Ownership Interest</u>
I	37	1.265%
I	38	1.265%
I	39	1.265%
I	40	1.265%
I	41	1.265%
I	42	1.265%
I	43	1.265%
I	44	1.265%
I	45	1.265%
II	1	1.265%
II	2	1.265%
II	3	1.265%
II	4	1.265%
II	5	1.265%
II	6	1.265%
II	7	1.265%
II	8	1.265%
II	9	1.265%
II	10	1.265%
II	11	1.265%
II	12	1.265%
II	13	1.265%
II	14	1.265%
II	15	1.265%
II	16	1.265%
II	17	1.265%
II	18	1.265%
II	19	1.265%
II	20	1.265%
II	21	1.265%
II	22	1.265%
II	23	1.265%
II	24	1.265%
II	25	1.265%
II	26	1.265%
II	27	1.265%
II	28	1.265%
II	29	1.265%
II	30	1.265%

<u>Phase No.</u>	<u>Lot No.</u>	<u>Percentage of Ownership Interest</u>
II	31	1.265%
II	32	1.265%
II	33	1.265%
II	34	1.265%
<hr/>		
TOTAL:	79	100%