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Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED RETURN TO:
Christopher P. Gamvroulas
IVORY DEVELOPMENT, LLC
978 E. Woodoak Lane
Salt Lake City, Utah 84102-1089
(801) 747-7000

**AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS
FOR BELLVUE SUBDIVISION**

This Amendment to the Declaration of Protective Covenants for Bellvue Subdivision is made and executed by Ivory Development, LLC, a Utah limited liability company, of 978 E. Woodoak Lane, Salt Lake City, Utah 84102-1089 (the "Declarant").

RECITALS

Whereas, Declaration of Protective Covenants for Bellvue Subdivision was recorded in the office of the County Recorder of Salt Lake County, Utah on August 6, 2004 as Entry No. 9140466 in Book 9023 at Pages 4303-4319 of the Official Records (the "Declaration").

Whereas, the First Supplement to the Declaration was recorded in the office of the County Recorder of Salt Lake County, Utah on April 4, 2005 as Entry No. 9339482 in Book 9113 at Pages 8295-8304 of the Official Records (the "First Supplement").

Whereas, the Second Supplement to the Declaration was recorded in the office of the County Recorder of Salt Lake County, Utah on January 30, 2006 as Entry No. 9623178 in Book 9248 at Pages 9418-9425 of the Official Records (the "Second Supplement").

Whereas, the Third Supplement to the Declaration was recorded in the office of the County Recorder of Salt Lake County, Utah on August 24, 2006 as Entry No. 9822954 in Book 9340 at Pages 6412-6428 of the Official Records (the "Third Supplement").

Whereas, the Fourth Supplement to the Declaration was recorded in the office of the County Recorder of Salt Lake County, Utah on June 20, 2007 as Entry No. 10139168 in Book 9480 at Pages 7948-7950 of the Official Records (the "Fourth Supplement").

Whereas, the Fifth Supplement to the Declaration was recorded in the office of the County Recorder of Salt Lake County, Utah on May 17, 2010 as Entry No. 10953336 in Book 9826 at Pages 100-105 of the Official Records (the "Fifth Supplement").

Whereas, the Declarant desires to amend the Declaration to address the ground water drains that run throughout the Subdivision.

Whereas, all of the voting requirements of Section 36 of the Declaration have been satisfied.

Whereas, this amendment affects the real property located in Salt Lake County, Utah and described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

A M E N D M E N T

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Property and the Lot Owners thereof, Declarant hereby executes this Amendment to the Declaration.

1. **Amendment - Easements.** The Declaration is hereby amended to add the following new Section:

38. Easements.

a. Grant of Easement. Declarant hereby reserves to itself and grants to the Association, a non-exclusive, perpetual right-of-way and easement over, across and through the Subdivision.

b. Common Nature of Easement. The foregoing easement is intended to be used in common by the Association, Declarant and each Owner, subject to all of the terms, covenants, conditions and restrictions set forth herein.

c. Private Nature of Easement. The foregoing easement is intended to be used as a private non-exclusive easement for the benefit of Declarant, the Association and the individual Owners.

d. Encroachments. If any part of the Common Area and Facilities encroaches or shall hereafter encroach upon a Building or Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Building encroaches or shall hereafter encroach upon the Common Area and Facilities, or upon an adjoining Building or Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. Such easements shall extend for whatever period the encroachment exists. Such

encroachments shall not be considered to be encumbrances either on the Common Area and Facilities, Buildings or Lots. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any improvement constructed or to be constructed within the Subdivision, by error in the Final Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Subdivision or any part thereof.

e. Improvements. Because physical improvements to the Property may encroach upon portions of the Buildings, Lots, or the Common Area and Facilities a perpetual easement for such encroachment necessary or appropriate to maintain, repair or replace such improvements is hereby granted.

f. Rights of Access and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Area and Facilities as necessary for access to his Lot, and he shall have the right to the horizontal, vertical and lateral support of his Lot.

g. Declarant's Easement. The Declarant hereby reserves to itself, and its affiliates and assignees, an exclusive easement to make such use of the Common Area and Facilities as may be necessary or convenient to perform the duties and functions that each is obligated or permitted to perform pursuant to the Declaration, including, without limitation, the right to construct and maintain the Common Area and Facilities for use by the Association and Owners.

h. Construction Easements. The Declarant hereby reserves for itself and its affiliates and assignees a temporary construction easement over the Common Area and Facilities for the purpose of doing all things that are reasonably necessary as a part of constructing any new improvements for the Subdivision including all physical improvements as well as all Buildings and Lots. The Owners by acceptance of a deed or other document of conveyance to a Suite do hereby acknowledge and agree that there will be construction activities, traffic, noises, odors and vibrations which may temporarily disrupt their quiet enjoyment of their property until all improvements are complete, and such Owners do hereby waive any right to object to such construction activity; provided, however, Declarant shall endeavor to use reasonable efforts to minimize the adverse impact of such construction activities on the Owners. Declarant's construction activities pursuant to the easement granted hereunder shall not be considered a violation of the Use Restrictions.

i. Locations Facilities Easements. Declarant hereby reserves to itself a non-exclusive easement for itself and its affiliates and assignees to construct, operate, maintain, repair and replace all types of telecommunication facilities, including but not limited to roof antennas, within suitable locations for such facilities (the "Locations of Facilities") within the Subdivision. Declarant

further reserves a right of access to the Locations of Facilities over, across, and through all other Common Area and Facilities in order to access the Locations of Facilities to exercise the rights established herein. Declarant reserves the perpetual right to transfer by easement, license agreement or other conveyance the rights reserved hereunder to one or more telecommunication facilities providers. Declarant may exercise all of such rights unilaterally and without the consent of any Owner, Mortgagee or the Association. The Association, for itself and on behalf of all Owners, agrees to execute such further and additional instruments as may be requested by Declarant documenting the rights hereunder, in form satisfactory to the Declarant, and any assignee of its rights hereunder.

j. Entry and Entry Monument Easement. Easements for the Entry Monument and corresponding utility and drainage systems and facilities, and irrigation are reserved hereby and on the recorded Final Plat. An Owner may not do any landscaping, grading or work, or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of utilities, Entry Monument, 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. If a drainage channel is altered by an Owner, the Declarant and/or the Association expressly reserve the right to enter onto the property to restore the area at the cost of the Owner, and without being guilty of a trespass.

k. Drainage Easement. Subsurface water drains may be installed at the option of the Declarant. All plans for such subsurface drains proposed by the Declarant shall be reviewed and approved by the Draper Planning Commission and Draper City Council. All such subsurface drains shall meet the minimum requirements for design and construction of such drains, as specified by Draper City. Upon final inspection and approval by the Draper City Engineer of such subsurface water drainage system, the Association shall thereafter maintain the system at its cost, which includes all repairs and replacements. The Association may contract with Draper City or other persons or entities to provide for maintenance of the system. The cost will be a Common Expense and should be included in the annual operating budget and reserve account. No Owner or resident may do any grading, landscaping or related work, or install any structure, building, improvement, or plant any tree, bush or shrub, or place any other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of system, 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. If the system or a drainage channel is altered by an Owner, then the Association may, without further notice or warning, enter onto the property to restore the system or channel at the cost of the Owner, and without

being guilty of a trespass. In addition, if the landscaping within the easement and right of way area is located within the boundaries of a Lot, then the Lot Owner shall maintain the easement area in good condition continuously and at his sole expense, excepting those improvements for which a public authority or utility company is expressly responsible.

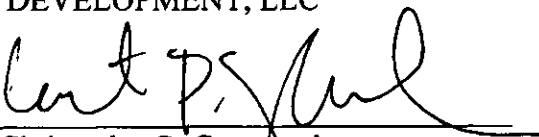
2. **Conflict.** In the event of a conflict between the provisions of the Master Declaration and this Amendment the former shall in all respects govern and control.

3. **Severance.** If any provision of this Amendment is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Amendment will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Amendment will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Amendment. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Amendment, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

4. **Effective Date.** The effective date of this Amendment shall be the date on which said instruments are filed for record in the Office of the County Recorder of Salt Lake County, Utah.

Dated the 7 day of ~~June~~^{July}, 2011.


DECLARANT:
IVORY DEVELOPMENT, LLC

By: 
Name: Christopher P. Gamvroulas
Title: Manager

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7 day June, 2011 by Christopher P. Gamvroulas, the Manager of IVORY DEVELOPMENT, LLC, and said Christopher P. Gamvroulas duly acknowledged to me that said company executed the same.


NOTARY PUBLIC

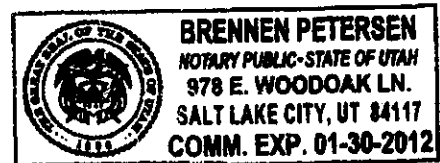


EXHIBIT "A"
LEGAL DESCRIPTION

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

Bellevue Phase 1, Lots 101-156, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.

Bellevue Phase 2, Lots 201-228, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.

Bellevue Phase 3, Lots 301-352, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.

Bellevue Phase 4, Lots 401-456, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.

Bellevue Phase 5, Lots 501-536, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.

Bellevue Phase 6a, Lots 601-620, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.

Bellevue Phase 6b, Lots 621-643, inclusive, as shown on the official plat thereof on file and of record in the office of the Salt Lake County Recorder; and All appurtenant Common Area and Facilities as shown on the official plats on file and of record in the office of the Salt Lake County Recorder.