

WHEN RECORDED RETURN TO:
 IVORY HOMES
 970 E. Woodoak Lane
 Salt Lake City, Utah 84117
 (801) 268-0700

9339482
 04/04/2005 09:00 AM \$28.00
 Book - 9113 Pg - 8295-8304
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 IVORY HOMES
 ATTN COLLIN WRIGHT
 970 E WOODOAK LN
 SALT LAKE CITY UT 84117
 BY: JLJ, DEPUTY - WI 10 P.

**FIRST SUPPLEMENT TO THE
 DECLARATION OF PROTECTIVE COVENANTS
 FOR BELLVUE PHASE II**

This FIRST SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR BELLVUE PHASE II is made and executed by IVORY DEVELOPMENT, LLC a Utah limited liability company, of 970 E. Woodoak Lane, Salt Lake City, Utah 84117 (hereinafter referred to as "Declarant").

RECITALS

Whereas, the 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 related Plat Map(s) for Phase I of the Project has also been recorded in the office of the County Recorder of Salt Lake County, Utah.

Whereas, under Section 3 of the Declaration, Declarant reserved an option to unilaterally expand the subdivision in accordance with the Declaration.

Whereas, 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" (the PHASE I Property") and Exhibit "A-2" attached hereto and incorporated herein by this reference (the "PHASE II Property").

Whereas, under the provisions of the Declaration, Declarant expressly reserved the absolute right to expand the application of the Declaration to other real property.

Whereas, Declarant desires to expand the subdivision by creating on the PHASE II Property additional Lots.

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

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

NOW, THEREFORE, for the reasons recited above, and for the benefit of the subdivision and the Lot Owners thereof, Declarant hereby executes this FIRST SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR BELLVUE PHASE II.

1. **Supplement to Definitions.** Article I of the Declaration, entitled "Definitions," is hereby modified to include the following supplemental definitions:

A. **First Supplemental Declaration** shall mean and refer to this FIRST SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR BELLVUE PHASE II.

B. **PHASE II Map** shall mean and refer to the Plat Map of PHASE II of the Project, prepared and certified to by Ralph E. Goff, a duly registered Utah Land Surveyor holding Certificate No. 144147, and filed for record in the Office of the County Recorder of Salt Lake County, Utah concurrently with the filing of this First Supplemental Declaration.

C. **Subdivision** shall mean and refer to BELLVUE PHASES I and II.

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-2 is hereby submitted to the provisions of the Declaration and said land shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration as it may be supplemented or amended from time to time.

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-2 subject to this Declaration and the functions, powers, rights, duties and jurisdiction of the Association.

4. **Total Number of Units Revised.** As shown on the PHASE II Map, twenty-eight (28) new Lots, Numbers 201-228, are or will be constructed and/or 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 eighty-four (84). The additional Lots (and the homes to be constructed therein) are or will be substantially similar in construction, design and quality to the Lots and homes in the prior Phase.

5. **Landscaping.** Article III, Section 7(h) of the Declaration, regarding "Landscaping," is hereby amended with the addition of the following language:

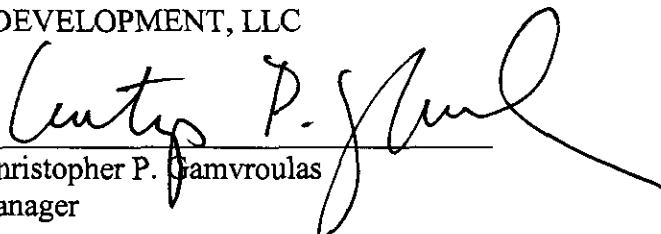
(h) **Landscaping.** The planting of trees must be in accordance with the Street Tree Planting Plan, a copy of which is attached hereto, marked Exhibit "C" and incorporated herein by this reference. Trees, lawns, shrubs, or other plantings placed on a Lot shall be properly nurtured and maintained by the Owner. The Developer is responsible for the planting of the trees in Phase I. The Owner is responsible for the planting of the trees in Phase II and all future phases. Each Owner is responsible to maintain the trees on his Lot or for which he is otherwise responsible, and each Owner is responsible to replace said trees if replacement is required. Any weeds or diseased or dead lawn, trees, ground cover, bushes or shrubs shall be removed and replaced. All replacement trees must also satisfy the requirements of the Street Tree Planting Plan. The landscaping of a Lot may not adversely affect the value or use of any other property or detract from the original design scheme and appearance of the subdivision.

Should any Lot Owner fail to comply with the provisions of this paragraph, the Developer or the ARC shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof or to recover damages, or both, and shall also have the authority but not the obligation to complete the landscaping or restore the property to its original condition without being guilty of a trespass, and require the Lot Owner to pay the cost of labor and materials. The costs and expenses incurred, including a reasonable attorneys fee, whether or not a lawsuit is filed, shall be considered the personal obligation of the Lot Owner and shall constitute a lien on the interest of the Owner in such property, enforceable at law or equity, until payment is made.

5. **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 Salt Lake County, Utah.

Dated the 1st day of April, 2005.

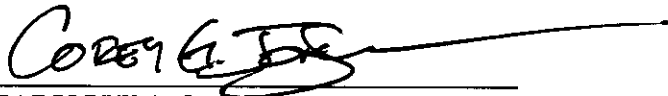
DEVELOPER:
IVORY DEVELOPMENT, LLC

By: 
Name: Christopher P. Jamvroulas
Title: Manager

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 1st day April, 2005, Christopher P. Gamvroulas, the Manager of IVORY DEVELOPMENT, LLC, a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said company executed the same.



NOTARY PUBLIC
Residing at:
My Commission Expires:

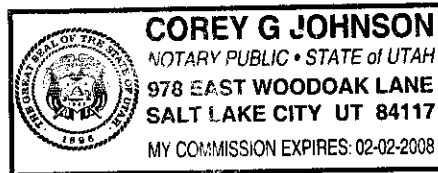


EXHIBIT "A-1"
LEGAL DESCRIPTION

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

BEGINNING AT A POINT WHICH IS N0°05'37"E, 340.81 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N0°05'37"E, 1151.95 FEET; THENCE S89°54'23"E, 209.48 FEET; THENCE S0°05'37"W, 5.42 FEET; THENCE S89°54'23"E, 117.79 FEET; THENCE S71°34'49"E, 117.68 FEET; THENCE N57°34'29"E, 19.15 FEET; THENCE S42°42'40"E, 112.02 FEET; THENCE S38°58'03"E, 55.00 FEET; THENCE 21.71 FEET ALONG THE ARC OF A 642.50 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N52°00'02"E, 21.71 FEET); THENCE S37°01'52"E, 107.44 FEET; THENCE S53°49'16"W, 8.01 FEET; THENCE S36°10'44"E, 162.50 FEET; THENCE S53°49'16"W, 2.32 FEET; THENCE S36°10'44"E, 107.44 FEET; THENCE S54°41'46"W, 91.69 FEET; THENCE S69°18'00"E, 27.452 FEET; THENCE S36°10'44"E, 431.30 FEET; THENCE 231.30 FEET ALONG THE ARC OF A 527.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S48°44'26"E, 229.45 FEET); THENCE S28°41'52"W, 70.00 FEET; THENCE S4°53'43"W, 175.15 FEET; THENCE N84°55'08"W, 1134.23 FEET TO THE POINT OF BEGINNING.

CONTAINS: 23.1979 ACRES

EXHIBIT "A-2"
LEGAL DESCRIPTION

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

LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS N0°05'37"E, 1492.76 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N0°05'37"E, 465.73 FEET; THENCE S88°42'00"E, 439.95 FEET; THENCE S88°08'30"E, 200.00 FEET; THENCE S89°10'30"E, 240.44 FEET; THENCE S00°42'51"W, 144.58 FEET; THENCE S89°17'09"E, 19.00 FEET; THENCE S00°42'51"W, 376.49 FEET; THENCE S57°48'04"W, 290.62 FEET; THENCE N37°01'52"W, 107.44 FEET; THENCE 21.71 FEET ALONG THE ARC OF A 642.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S52°00'02"W, 21.713 FEET); THENCE N38°58'03"W, 55.00 FEET; THENCE N42°42'40"W, 112.02 FEET; THENCE S57°34'29"W, 19.15 FEET; THENCE N71°34'49"W, 117.68 FEET; THENCE N89°54'23"W, 117.79 FEET; THENCE N00°05'37"E, 5.42 FEET; THENCE N89°54'23"W, 209.48 FEET TO THE POINT OF BEGINNING.

CONTAINS: 10.84 ACRES

AREA TO BE DEDICATED TO DRAPER CITY = 1.12 ACRES

REVISED EXHIBIT "B"
PERCENTAGE OF OWNERSHIP INTEREST

<u>Phase</u>	<u>Lot No.</u>	<u>Percentage Of Ownership Interest</u>
1	101	1.190%
1	102	1.190%
1	103	1.190%
1	104	1.190%
1	105	1.190%
1	106	1.190%
1	107	1.190%
1	108	1.190%
1	109	1.190%
1	110	1.190%
1	111	1.190%
1	112	1.190%
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1	138	1.190%
1	139	1.190%

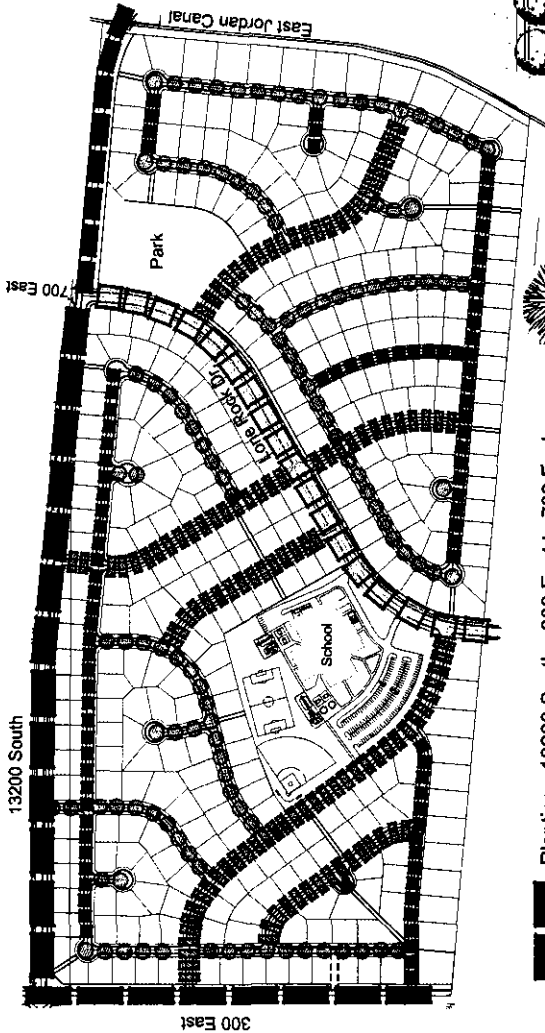
1	140	1.190%
1	141	1.190%
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2	201	1.190%
2	202	1.190%
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2	225	1.190%
2	226	1.190%
2	227	1.190%
2	228	1.190%

EXHIBIT "C"

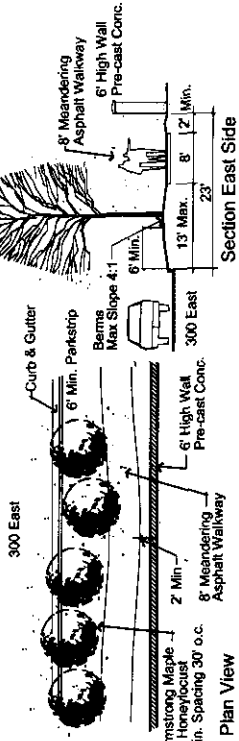
S T R E E T T R E E P L A N T I N G P L A N

01. GENERAL REQUIREMENTS

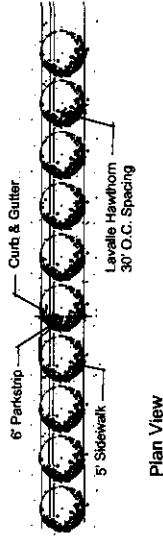
- 01.1. STREET TREES: The Developer is responsible for the planting of the trees in Phase I. The Owner is responsible for the planting of the trees in Phase II and all future phases.
- 01.2. STREET TREES are to be planted in the parkstrip in front of each lot. They are to be centered between the back of curb and the edge of the sidewalk.
- 01.3. STREET TREES shall be spaced at approximately forty (40) feet on center, but no less than thirty (30) feet from a street tree in front of an adjoining lot.
- 01.4. STREET TREES shall be planted twenty (20) feet from any street intersection. This is to be measured from the point of intersection between the street curb and the sidewalk.
- 01.5. STREET TREES shall be a minimum one and two inch (2") caliper in size when planted. (Caliper is the diameter of the trunk measured twelve (12) inches above the top of the root ball.)
- 01.6. Any damaged or diseased STREET TREES are to be replaced by the homeowner at his sole cost and expense.



Planting - 300 East



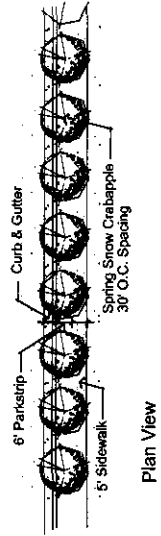
Planting - Main Local Streets
Lavalle Hawthorn



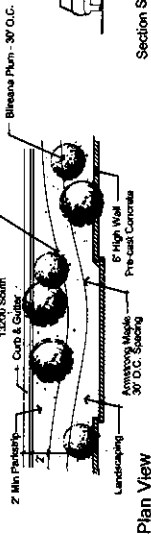
Planting - Minor Local Streets/ Cul-De-Sac Roads
Blireana Plum



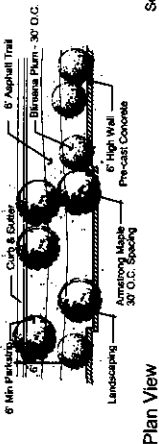
Planting - Minor Local Streets/ Cul-De-Sac Roads
Spring Snow Crabapple



Planting - 13200 South - 300 East to 700 East



Planting - 13200 South - 700 East to E. Jordan Canal



Planting - Lone Rock Drive

