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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
IVORY DEVELOPMENT LLC
978 E WOODOAK LN
SLC UT 84117
BY: EPM, DEPUTY - WI 6 P.

WHEN RECORDED RETURN TO:
Jon McGuire
Ivory Development
978 E. Woodoak Lane
Salt Lake City, Utah 84117

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR WESTRIDGE ESTATES SUBDIVISION**

This First Amendment to Declaration of Protective Covenants for Westridge Estates Subdivision is made and executed by IVORY DEVELOPMENT, LLC, of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Developer"), with reference to the following:

RECITALS

Whereas, the Declaration of Protective Covenants for Westridge Estates Phase 1 Subdivision was recorded in the office of the County Recorder of Salt Lake County, Utah on September 16, 2005, as Entry No. 9492847 in book 9189 at Pages 1871-1890 of the Official Records of the County Recorder of Salt Lake County, Utah (the "Declaration").

Whereas, the related Plat Map for Phase 1 of the Project has also been recorded in the office of the County Recorder of Salt Lake County, Utah.

Whereas, the First Supplement to the Declaration of Protective Covenants for Westridge Estates Phase 2 Subdivision was recorded in the office of the County Recorder of Salt Lake County, Utah on March 1, 2006 as Entry No. 9650470 in Book 9261 at Pages 4409-4413 of the Official Records of the County Recorder of Salt Lake County, Utah (the "First Supplement").

Whereas, the related Plat Map for Phase 2 of the Project has also been recorded in the office of the County Recorder of Salt Lake County, Utah.

Whereas, the Declarant reserved the unilateral right to amend this Declaration.

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

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Lot Owners thereof, the Developer hereby executes this First Amendment to Declaration of Protective Covenants for Westridge Estates Subdivision for and on behalf of all of the Lot Owners.

1. Amendments The Declaration is amended as follows:

a. **Designs, 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. Information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction should be submitted if applicable. 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.

1) **Easements.** Easements for utilities, the Entry Monument, drainage systems and facilities, and irrigation are reserved hereby. If any portion of the Entry or Entry Monument encroaches or comes to encroach upon a Lot, in whole or in part, as a result of construction, reconstruction, repair, shifting, settling, or movement, an easement for such encroachment is created hereby and shall exist so long as such encroachment exists. 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 Developer 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. In addition, the easement and right of way area of or on each Lot, including by way of illustration but not limitation, the Entry Monument, in whole or in part, utilities, drainage systems and facilities, and irrigation, and all improvements within said area shall be maintained continuously by the Owner of the property, at his sole expense, excepting those improvements for which a public authority or utility company is expressly responsible.

b. **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 Project:

1) **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 of a Dwelling Unit; provided, however, this restriction does not apply to and is not binding upon the Developer, who may use whatever signs it deems appropriate to market its Lots. "For Rent" or "For Lease" signs in the Common Area, on a Lot, or showing from a Dwelling Unit are strictly prohibited.

2) Entry Monument. If an Owner purchases a Lot which includes a common improvement, including by way of illustration but not limitation an Entry, Entry Monument, planter, planter box, planter strip, perimeter fence, wall, street light, exterior lighting or other landscaping treatment of any kind, shall, at his sole expense, maintain such common elements in good condition, and may not improve his property or place any plant, hedge, tree, bush, shrub or object, natural or artificial, behind, to the side or in front of such improvement or feature or so as to impair, obstruct, block or impede the view or purpose of the Entry, Entry Monument or other improvement, planter box, landscaping strip, or any such special landscaping feature.

c. **Owner-Occupied.** In order to maintain the value of the purchased property and subdivision, a Dwelling Unit must be owner-occupied for a period of at least one (1) year after closing. The term "owner-occupied" shall mean a Unit occupied by one of the following: (a) The vested owner (as shown on the records of the Salt Lake County Recorder); (b) The vested owner and/or his spouse, children or siblings; or (c) The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner (provided, such person holds a beneficial interest in such legal entity of at least 50.0%) and/or his spouse, children or parents.

d. **Leases.** Each Owner agrees, by the acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the purchased property and the subdivision, the leasing and renting of Dwelling Units is subject to the following covenants, conditions and restrictions:

1) Renting rules and regulations adopted by the ARC, as they may be amended from time to time.

2) No Owner may lease or rent his Dwelling Unit for a period of one (1) year from the date of closing.

3) No Owner shall be permitted to lease his Dwelling Unit for short term, transient, hotel, vacation, seasonal or corporate use purposes. For purposes of this section the term "short term" shall be considered to be any rental with an initial term of less than six (6) months. Daily or weekly rentals are expressly prohibited. No Owner may lease individual rooms to separate Persons or less than his entire Dwelling Unit, including by way of illustration but not limitation letting a room to domestic help or a caretaker, without the prior express written consent of the ARC.

4) "For Rent" or "For Lease" signs are prohibited.

5) The ARC must approve in writing all lease and rental agreements as to form. Any lease or rental agreement not approved or in

violation of the Project Documents shall be considered "non-conforming" and, as such, voidable by the ARC.

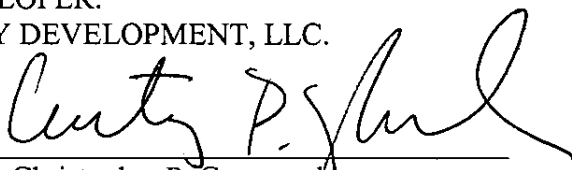
6) The ARC may also require that Owners use lease forms or addenda, such as the Crime Free Addendum or the Project Addendum, approved by the ARC (or include specific terms in their leases); and the ARC may impose a review or administration fee on the lease or transfer of any Lot.

7) Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to his Dwelling Unit.

2. Effective Date. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

Dated the 30 day of November, 2006.

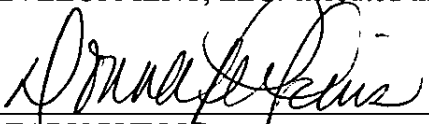
DEVELOPER:
IVORY DEVELOPMENT, LLC.

By: 
Name: Christopher P. Gamvroulas
Title: President

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30 day of November, 2006 by Christopher P. Gamvroulas, the President of IVORY DEVELOPMENT, LLC, a Utah limited partnership, and said Christopher P. Gamvroulas duly acknowledged to me that said IVORY DEVELOPMENT, LLC, executed the same.


NOTARY PUBLIC
Residing at: Salt Lake
My Commission Expires: 5/30/2010

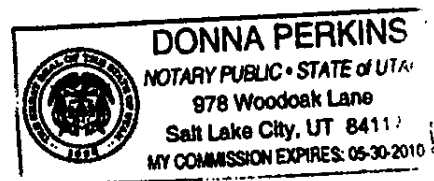


Exhibit "A"
LEGAL DESCRIPTION

WESTRIDGE ESTATES SUBDIVISION

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

WESTRIDGE ESTATES SUBDIVISION PHASE 1:

PARCEL 1

ALL OF LOT 1 OF THE RIDGE ESTATES SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF THE RIDGE ESTATES SUBDIVISION, SAID POINT BEING S0°02'00"E, 465.29 FEET ALONG THE SECTION LINE AND N89°53'24"W, 63.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S0°02'00"E, 726.28 FEET ALONG THE WEST RIGHT OF WAY LINE OF 5600 WEST STREET TO THE RIGHT OF WAY LINE OF WESTRIDGE BOULEVARD; THENCE ALONG THE RIGHT OF WAY LINE OF WESTRIDGE BOULEVARD THE FOLLOWING THREE COURSES: S44°58'00"W, 42.43 FEET; THENCE S89°58'00"W, 507.21 FEET; THENCE 135.63 FEET ALONG THE ARC OF A 560.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N83°05'42"W, 135.30 FEET) TO THE EASTERLY LINE OF LOT 2 OF THE RIDGE ESTATES SUBDIVISION; THENCE ALONG THE EASTERLY LINE OF SAID LOT 2 THE FOLLOWING TWO (2) COURSES: N51°08'15"E, 37.93 FEET; THENCE N0°02'00"W, 583.55 FEET; THENCE S89°53'23"E, 60.00 FEET; THENCE N0°02'00"W, 134.71 FEET; THENCE S89°53'24"E, 581.96 FEET TO THE POINT OF BEGINNING.

CONTAINS: 10.9714 ACRES - 39 LOTS

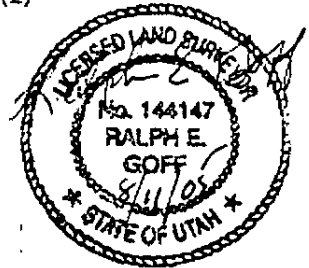
PARCEL 2

ALL OF LOT 4 OF THE RIDGE ESTATES SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY OF LOT 4 OF THE RIDGE SUBDIVISION, SAID POINT BEING S0°02'00"E, 1331.91 FEET ALONG THE SECTION LINE AND S89°58'00"W, 63.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE WESTERLY BOUNDARY LINE OF 5600 WEST STREET S0°02'00"E, 262.34 FEET TO A POINT ON THE BOUNDARY LINE OF THE RIDGE ESTATES SUBDIVISION; THENCE N89°39'41"W, 690.00 FEET ALONG THE BOUNDARY LINE OF THE RIDGE ESTATES SUBDIVISION; THENCE N11°23'38"E, 140.78 FEET; THENCE N46°21'26"W, 124.31 FEET; THENCE N14°58'00"E, 98.71 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WESTRIDGE BOULEVARD; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID WESTRIDGE BOULEVARD THE FOLLOWING FOUR COURSES: S68°04'45"E, 25.45 FEET; THENCE 167.55 FEET ALONG THE ARC OF A 640.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S82°32'00"E, 167.07 FEET); THENCE N89°58'00"E, 507.21 FEET; THENCE S45°02'00"E, 42.43 FEET TO THE POINT OF BEGINNING.

CONTAINS: 4.6976 ACRES - 16 LOTS

TOTAL LOTS - 55
TOTAL AREA - 15.6690 ACRES



**Exhibit "A" CONT.
LEGAL DESCRIPTION**

WESTRIDGE ESTATES SUBDIVISION

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

WESTRIDGE ESTATES SUBDIVISION PHASE 2:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S0°02'00"E, 391.29 FEET ALONG THE SECTION LINE; THENCE N89°53'20"W, 236.00 FEET; THENCE S0°02'00"E, 12.00 FEET; THENCE N89°53'24"W, 409.00 FEET; THENCE N0°02'00"W, 403.29 FEET; THENCE N0°01'59"W, 100.00 FEET; THENCE N40°10'06"E, 540.75 FEET; THENCE S89°53'23"E, 242.96 FEET; THENCE S0°01'59"E, 513.89 FEET; THENCE S89°53'23"E, 53.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 11.2323 ACRES - 35 LOTS