

WHEN RECORDED RETURN TO:
IVORY DEVELOPMENT, LLC.
Christopher P. Gamvroules
978 E. Woodoak Lane
Salt Lake City, Utah 84117
(801) 268-0700

Parcel Nos. 07-278-0101 through 0156

**AMENDMENT TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
AND RESERVATION OR GRANT OF EASEMENTS
FOR ORCHARD FARMS, A PLANNED RESIDENTIAL DEVELOPMENT**

This Amendment to the Master Declaration of Covenants, Conditions and Restrictions, and Reservation or Grant of Easements For Orchard Farms, a Planned Residential Development is made and executed by FAIRVIEW ESTATES, LLC., a Utah limited liability company, of 978 E. Woodoak Lane, Salt Lake City, Utah 84117 (hereinafter referred to as "Declarant").

RECITALS

Whereas, the Master Declaration of Covenants, Conditions and Restrictions, and Reservation or Grant of Easements For Orchard Farms, a Planned Residential Development was recorded in the Office of the County Recorder of Davis County, Utah on 5-16-2011 as Entry No. 2598884 in Book 5274 at Pages 402 of the Official Records (the "Master Declaration").

Whereas, the related Plat Map has also been recorded in the Office of the County Recorder of Utah County, Utah.

Whereas, under Section 25 of the Master Declaration, Declarant reserved the right to amend the Declaration.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the subdivision and the Owners thereof:

1. Declarant hereby amends the Master Declaration to add the following new section:

**ARTICLE XIII
ARCHITECTURAL REVIEW**

1. **Designs, Plans and Specifications.** Architectural designs, and plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements in the Project shall be submitted to the Architectural Review Committee appointed by the governing board (the "ARC") for review and approval. 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.

a) 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.

b) Decisions of the ARC may be based on purely aesthetic considerations which may be subjective and may vary as ARC members change over time.

2. **Fencing.** All fencing must be pre-approved in writing by the ARC before installation. This includes the fencing material, style, type, design, location, etc. Any fencing installed without the express prior written approval of the ARC shall be presumed to be non-conforming. All non-conforming fencing shall, upon request of the ARC be removed and the property restored to its former condition at the owner's sole expense. The following fencing materials are pre-approved, although the style, type, design, location, etc., must still be approved in writing:

- 1) Villas - Tan Vinyl
- 2) Estates - Wrought Iron, Masonry, and Tan Vinyl

No fence or similar structure shall be placed in any front yard. No fence or similar structure shall be placed in any side or rear yard in excess of six (6) feet. Chain link fencing is strictly prohibited. If there is a dispute between the parties about fencing, including by way of illustration but not limitation, disputes as to fencing materials, style, type, design, or location, including what constitutes a front, side or rear yard, or whether a variance has been granted, the decision of the ARC shall be final, binding and conclusive.

3. **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.

4. **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, and prior written consent of the City Board of Adjustment. 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.

5. **Limitation of Liability.** Neither the Developer 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 Developer 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.

6. **Enforcement of Architectural Guidelines.** 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 guilty of a trespass.

2. **Conflict.** In the event of any conflict, inconsistency or incongruity between the provisions of the Declaration and the provisions set forth below, the latter shall in all instances govern and control:

3. **Legal Description.** This Amendment affects the real property described in Exhibit "A" attached hereto and incorporated herein by this reference.

4. **Effective Date.** The effective date of this First Amendment to the Declaration and the Phase 4 Map shall be the date on which said instruments are filed for record in the Office of the County Recorder of Utah County, Utah.

EXHIBIT "A"
LEGAL DESCRIPTION

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

COMMON AREA:

Parcels A,B,C,D and Private Sheds of Orchard Farms PRUD Phase 1

ORCHARD FARMS TOWN HOMES (VILLAS):

Lots 101 through 126 of Orchard Farms PRUD Phase 1

ORCHARD FARMS SFR (ESTATES):

Lots 127 through 151 of Orchard Farms PRUD Phase 1