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Salt Lake City, UT 84117

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DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS, AND
RESERVATION OF EASEMENTS

FOR

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SILVER HOLLOW

IN

FARMINGTON, UTAH

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS
FOR
SILVER HOLLOW SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Silver Hollow Subdivision (this "Declaration") is made and executed by Ivory Development, LLC, a Utah limited liability company, of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Declarant"), with reference to the following:

RECITALS

- A. The Declarant is the owner of certain real property located in Davis County, Utah described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
- B. The Declarant has subdivided the Property into a residential subdivision and it is intended that the subdivision consists or will consist of eleven (11) Lots, numbered 1-11 inclusive.
- C. The Property is an area of unique, natural beauty featuring distinctive terrain.
- D. Declarant desires to provide a general plan for the development of all of the Property and for the establishment of covenants, conditions, and restrictions to enhance and protect the value and attractiveness of this uniquely attractive residential property, all in accordance with the provisions of this Declaration.
- E. The development of the Property and the construction of the improvements thereon has been, or is to be, performed in accordance with the plans contained in the Final Plat recorded or to be recorded concurrently herewith.
- F. Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the Subdivision.
- G. The Declarant desires by recording this Declaration to submit the Property and all improvements now or hereafter constructed thereon to the terms, covenants, conditions, and restrictions set forth below which shall constitute equitable servitudes and shall run with the land and shall govern the development and use of the Property. By taking title to a Lot, an Owner joins in and accepts the intent, purpose, and objectives of this Declaration and agrees to be bound by it and acknowledges the benefits received from the covenants, conditions, restrictions and easements established herein and accepts the burdens that accompany these benefits.
- H. The Project does not include any common area, common facilities or private roads, or a community association (as defined in the Utah Community Association Act, Utah Code § 57-8a-101 *et seq.*

COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above, the Declarant hereby covenants, agrees, and declares that the Property shall be subject to the following covenants, conditions, and restrictions:

1. **Definitions.** The following definitions shall apply to this Declaration:
 - (a) "Accessory Structure" shall mean and refer to any structure so defined by local zoning ordinance, subject to certain limitations and restrictions set forth below.
 - (b) "Building" shall mean an edifice or structure designed to stand more or less permanently.
 - (c) "City" shall mean the Farmington City a municipal corporation, located within Davis County, Utah.
 - (d) "Final Plat" shall mean the recorded Final Plat or Plats for Silver Hollow in the office of the Davis County Recorder.
 - (e) "Home" shall mean and refer to the home, dwelling, residence, living unit, or separate physical part of a Lot intended for independent occupancy and use. Mechanical equipment and appurtenances located within any one Home, or located without said Home but designated and designed to serve only that Home, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Home. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Home or serving only the Unit, and any structural members, parts, components, or any other property of any kind, including fixtures or appliances within any Home shall be deemed to be part of the Home.
 - (f) "Lot" shall mean the subdivided and recorded lot within Property, and where the context so requires, includes any Building or Home constructed thereon.
 - (g) "Lot Number" shall mean the number and/or letter used to identify a particular Lot.
 - (h) "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.
 - (i) "Plans and Specifications" shall mean and refer to any and all documents designed to guide or control the construction of an improvement, or alterations, modifications, changes, additions and the like thereto, including without limitation, all documents indicating the size, shape, configuration, and/or materials to be incorporated; all site plans, excavation and grading plans, elevation drawings, floor plans, techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

- (j) "Project" shall mean the Silver Hollow Subdivision.
- (k) "Single Family" shall mean and refer to a "single family" as that term is defined by City ordinance. In the absence of a City ordinance the term shall mean one of the following: (1) a single person, or (2) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (3) a group of not more than three (3) unrelated persons who maintain a common household, to be distinguished from a group occupying a boarding house, club, fraternity, or hotel. A Single Family may include an additional natural person or persons approved in writing by the Board of Directors, such as a caretaker or domestic help.
- (l) "Subdivision" shall mean the Silver Hollow Subdivision located in Davis County, Utah according to the Final Plat.

2. Description, Legal Status, and Residential Nature of the Project.

- (a) The Final Plat shows the Lot Number of each Lot in the Project and its location. All Lots shall be capable of being independently owned, encumbered, and conveyed, subject to all easements and encumbrances of record. It is intended that there will be eleven (11) Lots in the Project when it is completed, numbered 1-11 inclusive. The number of Lots is subject to change. This is a residential subdivision and only Single Family Homes are allowed. There are a number of easements and rights of way, as shown on the Final Plat, and other improvements of a less significant nature.
- (b) The Project is adjacent to or near agricultural land and is subject to the normal everyday sounds, odors, sights, equipment, machinery, facilities and all other aspects, uses and activities associated with an agricultural lifestyle and future residents, including, but not limited to livestock.

3. Area of Application. This Declaration shall apply to all of the Property.

4. Right to Expand Application. The Declarant shall have the unilateral right to expand the application of this Declaration to other property by recording a supplement to this Declaration (a "Supplement to Declaration"). The Declarant shall have and hereby reserves the right and authority to record any Supplement to Declaration without Owner approval.

5. Easements. Declarant hereby reserves to itself and grants:

- (a) Common Easement. To the Owners a perpetual right-of-way and non-exclusive easement over, across, and through the Project for use, in common, with the Declarant and all other Owners, subject to all of the terms, covenants, conditions and restrictions set forth herein.
- (b) Private Easement. A perpetual private non-exclusive easement for the exclusive use and benefit of the Declarant and Owners.

- (c) Declarant's Easement. An exclusive easement to the Declarant, for itself and its affiliates and assignees, to make such use of the Project as may be necessary or convenient to the development the Project and the construction and sale of the Lots, Homes and other improvements.,
- (d) Construction Easements. A temporary construction easement to the Declarant, for itself and its affiliates and assignees, over, under, across, and through the Project for the purpose of doing all things that are reasonably necessary as a part of constructing any new improvements for the Project including all physical improvements as well as all Lots and Homes. Each Owner, by taking title to a Lot, acknowledges and agrees that there will be construction activities, traffic, noises, odors, and vibrations which may temporarily disrupt the Owner's quiet enjoyment of the Lots and Homes until all improvements are complete, and waives any right to object to such construction activity; provided, however, the Declarant shall endeavor to use reasonable efforts to minimize the adverse impact of such construction activities on the Owners, Lots, and Homes. Declarant's construction activities and use of this construction shall not be deemed to be a violation of any use restrictions.
- (e) Locations of Facilities Easements. A non-exclusive easement to the Declarant, 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, in suitable locations for such facilities (the "Locations of Facilities") within the Project, as determined by the Declarant, in its discretion. Declarant further reserves a right of access to the Locations of Facilities over, across, under, and through the Project 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.
- (f) Public Utility Easements. Utility easements to the respective utility providers, together with rights of access for such utility easement, over, across, through and under the Project for the installation, maintenance, repair and replacement of utilities, including, but not limited to, electrical, telecommunications, cable, gas, water, sewer, and irrigation lines, equipment, and systems and drainage facilities required or determined by the Declarant to be helpful in serving the Project, the Lots and Owners in the Project. Unless otherwise provided on the Final Plat or other recorded instrument, utility easements shall be ten feet (10'). The Declarant reserves for itself the right and authority to grant, alter, and transfer the same; provided, however, such easements and rights-of-way shall not unreasonably interfere with the ownership rights and/or quiet enjoyment of the Lots and Homes by the Owners. Each Owner, by taking title to a Lot, consents to all utility and drainage easements and rights-of-way and authorizes and appoints the Declarant, as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

- (g) Instruments of Conveyance Deemed to Reference Easements and Rights of Access. The deeds or other documents of conveyances for any Lot or Home within the Project hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such easements and/or licenses as are provided herein, and/or reflected on the Final Plat even though no specific reference to such easements appears in any such conveyance.
- (h) Duty to Maintain Integrity of Established Drainage Pattern. Within these easements and rights of way, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation, maintenance, repair or replacement of utilities, or which may change the direction of flow of water or drainage channels in, on or about the easement areas and rights of way, or which may obstruct or retard the flow of water through the pipes and/or drainage channels in the easement areas and rights of way. The easement and right of way area of each Lot and all improvements within said area shall be maintained continuously by the Owner, excepting those improvements for which a public authority or utility company or irrigation company is expressly responsible. As used in this Declaration, the term "established drainage pattern" shall mean the drainage pattern, facilities, pipes and all other improvements in existence at the time a Lot is first conveyed to a home purchaser by the Declarant, its successor or assign.
- (i) Covenant Not to Interfere. No Owner shall interfere or attempt to interfere with the land drain system or the established drainage pattern established by the Declarant, City irrigation company, utility company, or their successors or assigns.
- (j) Improvement of Lots Relative to Established Drainage Pattern. Each Owner shall be responsible to develop, improve, and landscape his/her/its Lot in a manner consistent with the established drainage pattern and storm drain system, and so as not to detract from, interfere with, or impair the storm drain system or the established drainage pattern on any other Lot within the Project. No changes to the storm drain system or the established drainage pattern on any Lot shall be permitted without the prior written consent of the City, irrigation company or utility company, respectively.
- (k) Encroachments. If any part of a Lot or Home encroaches or shall hereafter encroach upon an adjoining Lot or Home, then 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 on the affected Lots or Homes. 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 Project, by error in the Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

6. Zoning. All land use and Buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and governmental or quasi-governmental agencies having authority over the Project.
7. Integrity of Common Design Scheme. Protective covenants are not only worthwhile they are absolutely necessary for everyone's comfort and enjoyment. No Owner shall be permitted to disrupt the integrity of the Declarant's original design scheme for the Subdivision, including aesthetic considerations.
8. Minimum Standards and Requirements for Homes. For as long as the Declarant owns any land within the Project, no Home shall be constructed or its exterior materially altered without the Declarant's prior written approval. To protect the integrity of the Declarant's design scheme for the Project the following minimum requirements are established:
 - (a) Only detached, Single Family Homes are allowed.
 - (b) The height of any Home shall not exceed two (2) stories above ground.
 - (c) Slab on grade Homes are not permitted.
 - (d) Basements are permitted.
 - (e) Garages shall provide for not less than two (2) motor vehicles.
 - (f) The Home exteriors, in their entirety, must consist of maintenance free stucco, masonry or hardie board. Except for soffit and fascia, no aluminum or vinyl is permitted. A four-foot masonry (brick or cultured stone) wainscot is required on the sides of homes on Lots 1-7.
 - (g) The following restrictions apply to any and all Accessory Structures:
 - (i) Detached Accessory Structure must conform in design and materials with the Home;
 - (ii) All Accessory Structures are required to obtain a building permit if required by City ordinance;
 - (iii) All detached Accessory Structures must be located behind the front wall plane of the principal structure;
 - (iv) The combined square footage of all detached Accessory Structures shall not exceed size limitations established by local ordinance (if any).
 - (v) Tin sheds are not allowed.
 - (h) No fence, wall or similar structure shall be placed in any front yard with the exception of Lot 6. The Declarant shall reserve the right to install a perimeter fence. No fence or similar structure shall be placed in any side or rear yard in excess of six feet (6') in height. Chain link fencing is strictly prohibited. Each Owner shall maintain and promptly repair any and all fencing located on his Lot at his sole expense.

- (i) All culinary water and pressurized irrigation lines up to and including the meter, all sanitary sewer mains, all electric meters, and all electric and SFCN communication service lines up to the mast on overhead installations and to the top of the meter base for underground installations shall be and hereby are dedicated to the City.
9. Preliminary Plans. The Declarant may require, as a minimum, the following:
- (a) Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
 - (b) Floor plans of each floor level to scale.
 - (c) Elevations to scale of all sides of the Home.
 - (d) One major section through Home.
 - (e) A perspective (optional).
 - (f) Specifications of all outside materials to be used on the exterior of the Home.
10. Final Plans and Specifications. The Declarant may also require, as a minimum, the following:
- (a) Plot plans to scale showing the entire site, building, garages, walks, drives, fence, carriage lights, and retaining walls with elevations of the existing and finished grade and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
 - (b) Detailed floor plans.
 - (c) Detailed elevations, indicating all materials and showing existing and finished grades.
 - (d) Detailed sections, cross and longitudinal.
 - (e) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc. Specifications shall give a complete description of materials to be used with supplements, addenda, or riders noting the colors of all materials to be used on the exterior of the Home.
11. Pre-approved Plans. Notwithstanding anything to the contrary in Sections 9 and 10 above, initial construction of a Home by Declarant or an affiliate from plans in the Ivory Homes catalogue that comply with City set-back requirements on a Lot and height restrictions with exterior materials selected from the Ivory Homes Design Center which comport with the restrictions herein, shall not require prior written approval from the Declarant; provided, however, that any and all deviation from an Ivory Homes Catalogue plan, including, but not limited to, design, square footage, or construction materials, shall require prior, written approval by the Declarant. Approval by IvoryHomes sales personnel, design staff, or construction personnel is insufficient for purposes of this section 11. Nothing in this Section 11 shall be construed to relieve an Owner from the obligation to install and maintain Lot landscaping in accordance with a Declarant-approved landscaping plan.

12. Landscaping. All Lot landscaping, grading, and drainage plans must be approved, in writing, by the Declarant. All landscaping must be installed, completed, and maintained in accordance with the approved plans and so as to comply with and not impair all applicable ordinances and flood control requirements.
- (a) All Lot landscaping shall be completed within nine (9) months of the of closing on the sale of the Lot.
 - (b) Landscaping shall include, by way of illustration but not limitation, the planting of a lawn and/or other appropriate ground cover, planting beds and flower beds, appropriate bushes and shrubs, and the planting of trees in accordance with the approved street tree list attached hereto as Exhibit B.
 - (c) The Declarant may be required to provide the City with a deposit for landscaping for Lots on which it builds Homes and, if so, the City shall be responsible to release the deposit directly to the Owner upon his/her/its completion of the City's landscaping requirements, inspection, and approval. Declarant does not have an obligation to refund or see that the deposit is refunded to the Owner.
 - (d) By taking title to a Lot, an Owner acknowledges and agrees, that if the Declarant is required by the City to install front yard landscaping prior to receiving a final inspection on the Lot, such landscaping shall be in lieu of, abrogates and cancels any 2,000 sq. ft. of sod promised on any promotional materials, including, but not limited to, the Purchase Price Addendum and the Ivory Homes catalogue.
 - (e) The Owner shall be responsible for the initial planting of trees, including street trees in the park strip consistent with the Street Tree plan in Exhibit B.
 - (f) Trees, lawns, shrubs, or other plantings placed on a Lot, including trees located in the adjacent park strip, shall be properly nurtured, maintained, and replaced by the Owner and at the Owner's sole expense.
 - (g) Any weeds or diseased or dead lawn, trees, ground cover, bushes, or shrubs shall be removed and replaced by the Owner and at the Owner's sole expense.
 - (h) Any replacement trees within the park strip must also satisfy the requirements of the City's approved street tree list or guide.
 - (i) 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.
 - (j) For as long as the Declarant owns any land within the Project, no concrete, cement or masonry products, pavers, brick, stone, cobblestone, tile, terrazzo, slabs, slate, rocks, pebbles, gravel, permeable pavements and so forth or other artificial or impermeable surfaces (collectively "controlled surfaces") may be installed or constructed as landscaping in the front, side or rear yards of a Lot without the express prior written consent of the Declarant.
 - (k) Front, side, or rear yards constructed primarily or substantially of controlled surfaces are prohibited.

- (l) Should any Owner fail to comply with the provisions of this Section 12, the Declarant shall have the right to seek an order from a court of proper jurisdiction compelling 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 remedy the violation and complete the landscaping or restore the property to its original condition without being guilty of a trespass, and require the Owner to pay the cost of labor and materials. The costs and expenses incurred in enforcement, including a reasonable attorneys' fee, whether or not a lawsuit is filed, shall be considered the personal obligation of the Owner and shall constitute a lien on the interest of the Owner in such property.
13. Alternate Energy. No solar collectors, geothermal products, wind turbines or other alternate energy resources shall be installed without compliance with statutory standards and guidelines, and the Declarant's prior express written consent.
14. Use Restrictions. The Property is subject to the following initial use restrictions, which shall govern both the architecture and the activities within the Project:
- (a) Single Family Residence. No Lot shall be used except for a Single Family residential purpose.
 - (b) Business Use. No commercial trade or business may be conducted in or from a Lot unless (i) the business activity conforms to all home occupation and zoning requirements governing the Project; (ii) the operator has a City-issued business license; and (iii) the business does not create a nuisance.
 - (c) Motor Vehicles. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any driveway or Home or to create an obstacle or potentially dangerous condition. Motor vehicles shall be parked in the garage or driveway. No resident shall repair or restore any vehicle of any kind in, on or about any Lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed. All garages shall be used primarily for the parking and storage of vehicles. Parking on the street overnight is prohibited. Except for purposes of loading or unloading passengers or supplies, for a period of time not to exceed twenty-four (24) hours, all recreational, commercial, and oversized vehicles must be stored in the garage or on an approved parking pad; provided, however that (a) the motor vehicle is in good running condition, (b) the motor vehicle or trailer is properly licensed and registered, (c) the parking pad is located in the rear yard (Except for Lot 6), behind the geometric plane of the front of the house (Except for Lot 6), and (d) a parking pad fence has been installed in accordance with the approved plans. Eighteen wheeled semi-trailers or other similar transportation devices are not allowed. No temporary carport or canopy may be installed in the front, side, or rear of the Lot.

- (d) **Trash Pick-Up.** No Lot shall be used as a dumping ground. All trash, garbage, debris, rubbish, or other waste and recycling shall be kept in an appropriate container. Trash and recycling containers shall be stored out of sight except for a twenty-four (24) hour period on pick-up days.
- (e) **Aerials, Antennas, and Satellite Systems.** All exterior aerials, antenna and satellite dishes (collectively "antenna") must be installed and positioned in accordance with FCC guidelines, rules and regulations, as they may be amended or supplemented from time to time.
- (f) **Animals and Pets.** No pets, animals, livestock, or poultry of any kind may be commercially bred in the Subdivision. Animal and pets within the Project shall be in accordance with the applicable ordinance.
- (g) **Damage or Waste.** An Owner shall be strictly liable for any loss, damage, or claim caused to person or property in the Project caused by the Owner's negligence, or the negligence of the Owner's family members, occupants, tenants, guests, visitors, invitees, or permittees. Each Owner shall be obligated to pay to repair any damage that Owner or that Owner's family members, occupants, tenants, guests, invitees, or permittees may cause to another Owner, Lot, or Home, and to promptly restore the damaged property to its original condition.
- (h) **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 Home; provided, however, this restriction does not apply to and is not binding upon the Declarant, who may use whatever signs it deems appropriate to market the Project and/or Lots. "For Rent" or "For Lease" signs on a Lot or showing from a Home are strictly prohibited.
- (i) **Nuisances.** No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother, or nuisance within the Project, or which might interfere with the right of other Owner or occupant to the quiet enjoyment of the Owner's Lot. Any violation of this Declaration or applicable regulation, ordinance or law shall be deemed a nuisance.
- (j) **Temporary Structures.** No structure of a temporary nature or character, including but not limited to any trailer, shack, shed, tent, garage, barn, or other out-building shall be constructed, installed, or used on any Lot at any time as a residence.

15. Special Requirements. In addition to the conditions, covenants and use restrictions herein, the following special restrictions and requirements shall apply:
- (a) Lot 11 is encumbered by and subject to the Central Davis Sewer District easement and Benchland Irrigation Easement as shown on the Final Plat. This is a twenty-two foot (22') wide sewer and irrigation easement. Within said easement area is contained a sixteen foot (16') wide easement which includes a concrete surface that is six inches (6") thick. Except as expressly stated below, this easement area shall be maintained as Open Space; provided, however, if a fence is placed over the easement area, then it will require a gate and, if there is a lock, then the sewer district will require a key. Any fences crossing easements should include lockable gates with a clear opening of at least sixteen feet (16'). There is reserved to sewer district and irrigation companies the right of pedestrian and vehicular access to this easement. In addition, the front portion of the easement (as reflected on the Final Plat) may (with prior written permission from Central Davis Sewer District) be used as part of a temporary driveway or parking space.
 - (b) Lot 3 is encumbered by and subject to a twenty foot (20') wide sewer easement as shown on the Final Plat. Within said sewer easement area is contained a sixteen foot (16') easement which includes a six foot (6') thick concrete surface. Except as expressly stated below, this easement area shall be maintained as Open Space; provided, however, if a fence is placed over the easement area, then it will require a gate and, if there is a lock, then the sewer district will require a key. Any fences crossing easements should include lockable gates with a clear opening of at least sixteen feet (16'). There is reserved to the sewer district and irrigation companies the right of pedestrian and vehicular access to this easement. In addition, the front portion of the easement (as reflected on the Final Plat) may (with prior written permission from Central Davis Sewer District) be used as part of a temporary driveway or parking space.
 - (c) The Final Plat designates the deeded rear lot lines for Lots 8-11, inclusive; provided, however, said Lots are encumbered by and subject to an existing cattle/farm fence. The Owners of said Lots shall allow said fence to remain in its current location and shall not remove, replace or modify the fence without the prior express written consent of the owner of the adjoining property, currently Jeffrey H. and Valanne F. Jeppson of 1509 North 1500 West Farmington, Utah, or their successors in interest.
 - (d) Lots 8 and 9 are encumbered by and subject to a fifteen foot (15') wide sewer easement in favor of Central Davis Sewer District and a (proposed) trail easement in favor of the City. There is reserved to the City the right (but not the obligation) to construct a future city trail connection over, across or through said property. The Lot Owners may not fence, block, obstruct or otherwise impair this easement area, which shall be maintained as Open Space, without the express prior written consent of the City and the Sewer District, respectively. As of the recording date for this Declaration, there is no schedule for the City to construct or install the trail and any/all future plans are subject to change.

- (e) The rear lot lines of Lots 7 and 8 will be fenced by Declarant and shall include a gate intended to provide the general public access to the City trail if and when it is constructed. Said fencing and gate shall be maintained in good condition and repair at the sole expense of the Owners of Lots 7 and 8, and such costs shall be shared equally.
- (f) Lots 4, 5 and 6 (collectively the "Hollow Lots") are encumbered by and subject to the Hights Creek basin because the Hights creek runs along the rear property lines of said Lots. Said Lots are subject to a twenty foot (20') wide drainage easement in favor of both Davis County and the City, and there is reserved to Davis County and the City, the right of pedestrian and vehicular access. Accordingly, each of the Hollow Lots will require individual building permits to be approved by Davis County prior to construction. In addition, pedestrian and vehicular access to Hights Creek must be maintained as Open Space. As shown on the Final Plat, Lots 4, 5 and 6 are encumbered by and subject to the risk designated as a "1% annual chance flood floodway zone AE" as a result of those portions or said Lots located around said Hights Creek.
- (g) Lots 4 and 5 are encumbered by and subject to a twenty foot (20') wide storm drain easement as shown on the recorded plat. This easement area shall be maintained as Open Space by said Lot Owners, and at their sole expense, for (1) access and maintenance of the storm drain system and (2) access to Hights Creek. Approvals for fencing over the easement are to be obtained with prior written consent by Davis County and the City. Any fences crossing easements should include lockable gates with a clear opening of at least sixteen feet (16') of width.
- (h) Each Owner by taking title to a Lot in the Project acknowledges and agrees that the Owner's Lot is or may be adjacent to or near the pipes, fences, gates, trails, creeks, basins, easements and rights of way described above and that the location of the Lot may result in nuisances or hazards to persons and property. Accordingly, each Owner, by taking title to a Lot, covenants for him/herself, and his/her family members, guests, visitors, invitees, heirs, successors and assigns, to assume any and all risks related thereto, including, but not limited to, the risk of property damage or bodily harm and death associated with the existence, operation and maintenance of said conditions, rights and/or improvements, as well as access thereto and maintenance thereof, and any other corresponding inconvenience, noise, burdens, hazards and perils inherent in living next to or near the same, and agree to save, indemnify and hold the Declarant, City, Davis County, Districts and irrigation companies as well as their boards, directors, officers, managers, employees or staff harmless therefrom.
- (i) As used in this Declaration, the term "Open Space" shall mean land on which the encumbrances, easements and rights of way exist as set forth in this Section 13, the following improvements and activities shall be permitted and prohibited as follows:
 - (1) The following improvements and activities shall be permitted: open space, landscaping and grass; and
 - (2) The following improvements and activities shall be prohibited: temporary or permanent Buildings or Building-type structures or any kind, impervious surfaces, parking or storage of motorized vehicles of any kind,

machinery which is affixed to the property and which can be seen or heard from adjacent property, noxious or offensive activities of any kind, any activity which is or which may become a nuisance, and dumping or storage of refuse, garbage or other waste. The Owners shall not do anything to interfere with any requirement to maintain Open Space.

- (j) The special restrictions and easements in Section 13 above are perpetual in duration and are binding on every person or entity having any fee, leasehold or other interest in the Project.
16. Leases. No Owner shall be permitted to lease his/her Home for 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 the entire Home. "For Rent" or "For Lease" signs are prohibited. Other than as stated in this Declaration, there are no restrictions on the right of any Owner to lease or otherwise grant occupancy rights to his/her/its Home.
17. View Impairment. The Declarant does not guarantee or represent that any view over and across any property, including any Lot or Building will be preserved without impairment. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.
18. Declarant's Sales Program. Anything to the contrary notwithstanding, for so long as the Declarant continues to own a Lot in the Subdivision the following provisions shall be deemed to be in full force and effect. No Owner or occupant shall interfere or attempt to interfere with the completion of improvements, promotion and/or sale of Lots owned by Declarant or Homes constructed thereon. The Declarant shall have the right to maintain one (1) or more sales offices and one (1) or more model Homes at any one time. Such office and/or models may be one or more of the Homes owned by the Declarant, one or more separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing. The Declarant shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Property. Declarant shall have the right, from time to time, to locate or relocate any of its sales offices, models, signs, banners, or similar devices. The Declarant shall have the right to remove from the Project any signs, banners, or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding the Declarant's sales effort. All of the rights of the Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer, or assignment.
19. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include all genders. The term *shall* is mandatory and the term *may* is permissive. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

20. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, all other signatories hereto, all parties who hereafter acquire any interest in a Lot, the Subdivision or the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.
21. Enforcement and Right to Recover Attorneys Fees. Should the Declarant, the City, Davis County, District, the irrigation company, any easement holder or their successors or assigns, or an aggrieved Owner be required to take action to enforce or construe this Declaration or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover his/her/its reasonable attorneys fees, costs and expenses which may arise or accrue, regardless of whether a lawsuit is filed.
22. Conflict and Litigation Avoidance. Every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Home or Lot that Owner is purchasing or any aspect of the Project, all prior to purchasing. Having had the ability to inspect and having paid market price for the Home or Lot in the condition it and other Lots in the Project are in at the time of purchase, it is acknowledged that it is unfair and improper thereafter to seek to have the Declarant or any subcontractor performing work in the Project change, upgrade, or add additional work to the Project outside of any express warranty obligation. Moreover, by this Declaration, the Owners and the Declarant acknowledge and agree that litigation is an undesirable method of resolving certain conflicts in that it is slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Lots for years, unfairly prejudicing those Owners who must sell or who want to sell their respective Lots during any period when litigation is pending. For this reason, the Declarant and Owners agree and acknowledge that certain disputes simply shall not be pursued, to the extent permitted by law, and that other disputes shall be pursued only through certain specific alternative dispute resolution mechanisms and only after full disclosure, right to cure periods, and knowing approval of the Owners.
23. Owner Warranties. The Declarant may, but is not obligated to, provide certain warranties to the Owners related to the Units purchased. The first Owner of a Unit to whom any warranty is issued or with whom a legal warranty arises, and only that Owner, shall have the right to directly enforce and seek performance from the Declarant of any terms of the warranty and only consistent with the warranty itself. No Owner shall have the right to assign any rights of any kind to any other Person related to pursuing litigation against the Declarant.
24. Waiver of Subrogation and Release. Each Owner waives any right to subrogation against the Declarant in the Project. This waiver shall be broadly construed and applied to waive, among other things, any attempt by any insurer of any Owner from pursuing or exercising any subrogation rights, whether arising by contract, common law, or otherwise, against the

Declarant and Builder (including their respective principles, officers, managers, shareholders, members, employees, agents, and representatives). To the fullest extent permitted by law, each Owner, by taking title to a Lot, releases the Declarant (including its principles, officers, managers, shareholders, members, employees, agents and representatives) from any and all liability to the Owners, and anyone claiming through or under them by way of subrogation or otherwise, for any loss, injury, or damage to property, caused by fire or any other casualty or event, even if such fire or other casualty shall have been caused by the fault or negligence of Declarant (including its principles, officers, managers, shareholders, members, employees, agents and representatives). Each Owner, by taking title to a Lot, agrees to indemnify and defend the Declarant from and against any claims barred or released by this provision, including but not limited to any claim brought under any right of subrogation.

25. Declarant Litigation.

- (a) An Owner may only make a claim against the Declarant, to the extent allowed herein or by law after the following efforts at dispute resolution have been completed:
 - (i) Right to Cure: the Owner shall provide to the Declarant a Notice of Claim (defined below) and permit the Declarant one hundred eighty (180) days to cure or resolve the claim or defect or to try to get its contractor or the appropriate subcontractor to cure or resolve the claim or defect, prior to initiating any lawsuit, claim, or dispute resolution process;
 - (ii) Mandatory Mediation: if the dispute is not resolved within the Right to Cure period, the parties shall participate in mediation prior to taking further action.
- (b) For any claim allowed by law or by this Declaration, the parties agree to binding arbitration of all claims asserted against the Declarant, or subcontractor by any Owner, with the initiating party advancing all arbitration costs subject to assignment of those costs by the arbitrator in a final decision on the merits. The parties to any such arbitration shall work, in good faith, to agree upon the arbitrator, arbitration service, and all aspects of the arbitration and mediation proceedings.
- (c) In the event the parties are unable to agree regarding the mediation or arbitration service, the dispute shall be submitted to the American Arbitration Association for mediation and/or arbitration. Arbitration rules applicable to construction disputes shall apply; subject to the requirements of this Declaration and shall be modified accordingly in case of any conflict between the arbitration rules and this Declaration.
- (d) For purposes of this Section 25, "Notice of Claim" shall mean and include the following information: (i) The nature of the claim; (ii) a specific breakdown and calculation of any alleged damages; (iii) a specific description of the claim along with any supporting opinions, information, or other factual evidence upon which the claim is based; (iv) photographs of any alleged condition, if applicable; (v) samples of any alleged defective conditions or materials; (vi) all efforts taken to avoid, mitigate, or minimize the claim or any alleged damages arising therefrom; and (vii) the names, phone numbers, and addresses of every Person providing factual information, legal or

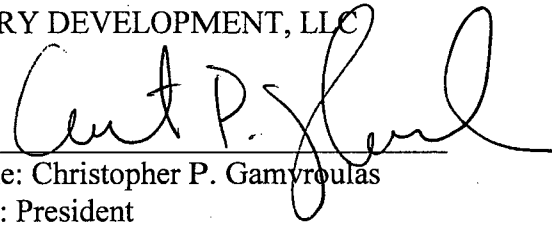
factual analysis, or legal or factual opinions related to the claim.

- (e) Except as to an Owner Warranty and to the fullest extent permitted by the law, an Owner, by taking title to a Unit, shall not and agrees not to commence or maintain any arbitration, litigation, or other action against the Declarant, or any of its principals, officers, managers, shareholders, members, employees, agents and representatives, for any reason, including, but not limited to, alleged construction defects or any damages arising therefrom.

26. Amendments. This Declaration may be amended only by consent of all Owners and with the consent of the holder of any easement or other interest in the Project whose rights or interest may be affected by the proposed amendment) years.

Dated the 26th day of June, 2017.

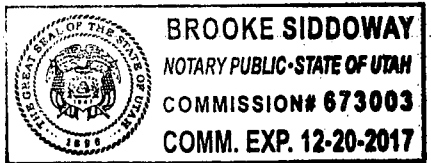
DECLARANT:
IVORY DEVELOPMENT, LLC

By: 
 Name: Christopher P. Gamvroulas
 Title: President

ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS
 COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me the 26th day of June, 2017 by Christopher P. Gamvroulas, who is the President of Ivory Development, LLC, a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that he executed the same pursuant to a Resolution of Members and/or its Articles of Organization and Operating Agreement.



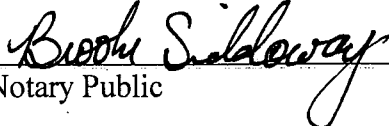

 Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION FOR PROPERTY

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

SUBJECT PROPERTY

THIS LEGAL AFFECTS A PORTION OF TAX PARCEL ID 08-033-0098 AND 08-033-0091 AND 08-033-0059 AND 08-518-0001, SITUATE IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 11 BEING A FOUND 3" DAVIS COUNTY BRASS CAP IN CONCRETE; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) NORTH 89°43'09" WEST 1128.50 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 1023.13 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PLAT MAP TITLED "SILVERWOOD SUBDIVISION", RECORDED AS PLAT 4409, ON FILE AT THE DAVIS COUNTY RECORDER'S OFFICE, SAID NORTHEAST CORNER BEING A FOUND REBAR AND CAP STAMPED "BYRD", SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE EAST 292.01 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 08-033-0072 AS DEFINED IN THAT CERTAIN WARRANTY DEED, RECORDED NOVEMBER 13, 1992, AS ENTRY 1002180, BOOK 1554 AT PAGE 491, ON FILE AT THE DAVIS COUNTY, UTAH RECORDER'S OFFICE, THENCE ALONG SAID WEST LINE SOUTH 01°02'17" EAST 279.44 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 08-033-0072; THENCE ALONG THE SOUTH LINE OF SAID PARCEL SOUTH 88°26'00" EAST 23.17 FEET; THENCE DEPARTING SAID SOUTH LINE SOUTH 158.84 FEET; THENCE SOUTH 61°09'14" EAST 251.76 FEET TO THE SUBDIVISION LINE OF THAT CERTAIN PLAT MAP TITLED "OAKRIDGE FARMS", RECORDED AS PLAT 1133, ON FILE AT THE DAVIS COUNTY RECORDER'S OFFICE; THENCE THE NEXT TWO (2) CALLS ALONG SAID SUBDIVISION LINE; 1) SOUTH 21°50'00" WEST 108.55 FEET; 2) WEST 139.00 FEET; THENCE DEPARTING SAID SUBDIVISION LINE NORTH 46°34'06" WEST 38.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE NORTHWESTERLY TO AND ALONG THE CENTERLINE OF AN EXISTING CREEK 64.73 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 163.42 FEET (RADIUS BEARS NORTH 15°46'12" EAST) WITH A CENTRAL ANGLE OF 22°41'36", CHORD BEARS NORTH 62°53'00" WEST 64.30 FEET; THENCE THE NEXT FIVE (5) CALLS ALONG THE CENTERLINE OF SAID EXISTING CREEK; 1) NORTH 70°07'52" WEST 34.75 FEET; 2) SOUTH 85°21'55" WEST 25.70 FEET; 3) SOUTH 47°58'36" WEST 37.11 FEET; 4) SOUTH 23°03'37" WEST 28.09 FEET; 5) SOUTH 38°26'50" WEST 19.33 FEET TO A POINT ON THE SUBDIVISION LINE OF SAID OAKRIDGE FARMS; THENCE ALONG SAID SUBDIVISION LINE WEST 113.30 FEET; THENCE DEPARTING SAID SUBDIVISION LINE NORTH 229.09 FEET; THENCE SOUTH 71°28'00" WEST 56.27 FEET TO THE SUBDIVISION LINE OF THAT CERTAIN PLAT MAP TITLED "SILVERWOOD SUBDIVISION", RECORDED AS PLAT 4409, ON FILE AT THE DAVIS COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SUBDIVISION LINE NORTH 00°02'28" WEST 449.89 FEET TO THE POINT OF BEGINNING.

CONTAINS 217,982 SQUARE FEET OR 5.004 ACRES.

EXHIBIT "B"

Street Tree Plan

Botanical Name	Common Name	Size
Pyrus Calleryana 'Chanticleer'	Chanticleer Flowering Pear	2" Caliper

Planting Notes

1. Street trees are to be located at approximately every 35 feet on center in the park strip.
2. Street trees are to be installed by Homeowner.
3. When driveway locations are determined, street trees are to be located a minimum 15 feet from driveways. As necessary adjustments to shown locations are made, maintain a minimum distance of 10 feet from utility poles, valve boxes or fire hydrants or easements.
4. If driveway or utility locations conflict with the street tree's placement, it may be eliminated or may require adjustment to the tree's location.
5. Street trees shall be centered in the park strip between the sidewalk and curb. All park strips are to be planted with lawn-either seed or sod is acceptable. Planting is the responsibility of the homeowner and is to be maintained by the homeowner.