

Cottonwood Title  
1996 E. 6400 S. Ste 120  
Salt Lake City, UT 84121

Parcel Nos. 12-728-0169 through 0179

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
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**DECLARATION  
OF  
COVENANTS, CONDITIONS,  
AND RESTRICTIONS, AND RESERVATION OF EASEMENTS  
FOR  
YALECREST SUBDIVISION**

**LOCATED IN DAVIS COUNTY, UTAH**

**AFTER RECORDING PLEASE RETURN TO:**

**Ivory Development, LLC  
Christopher P. Gamvroulas  
978 East Woodoak Lane  
Salt Lake City, UT 84117  
(801) 747-7440**

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

This Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Yalecrest Subdivision (the "Declaration") is made and executed by Ivory Development, LLC, of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Declarant").

**RECITALS**

A. 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. Declarant has subdivided the Property into a Subdivision consisting or to consist of up to of twenty-eight (28) Lots. The completion of the Subdivision may be in phases. The completed Subdivision will consist of the original phase and all subsequent phases. There will be eleven (11) Lots in Phase 1 of the Project.

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, and reservation of easements to assist the owners in managing the land and protecting the value and attractiveness of this unique 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. It is Declarant's intent that in this Subdivision:

- That no homeowners association is required
- That no fees are charged
- That this an autonomous development of single family homes
- That policing covenant violations is not required
- That the covenants protect and preserve the Subdivision

H. The Declarant desires, by filing this Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Yalecrest Subdivision, to submit the project and all improvements now or hereafter constructed thereon to the provisions set forth below, which shall constitute equitable servitudes and shall run with the land.

### AGREEMENT

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.

### ARTICLE 1 DEFINITIONS

The following definitions shall apply to this Declaration:

1. The term Act shall mean and refer to the Utah Community Association Act, Utah Code Ann., §§57-8a-1 et seq.
2. The term Accessory Building shall mean and refer to any structure which (1) is not the preliminary structure, (2) contains at least 120 square feet, (3) requires a building permit, (4) is not a shed, shack or other out-building (for which a building permit is not required), and (5) qualifies as such under the totality of the circumstances.
3. The term Additional Land shall mean and refer to any and all additional real property subsequently annexed to the Subdivision.
4. The term Builder shall mean an owner, Declarant, or contractor who obtains a construction or occupancy permit for one or more Buildings or Lots.
5. The term City shall mean and refer to the City of West Point in Davis County, Utah.
6. The term Declarant shall mean and include Ivory Development, LLC and any person or persons who might acquire title from it to all or some of the unsold Lots through purchase, assignment, or other transfer including foreclosure or deed in lieu of foreclosure; or, in the situation where any person purchases all or some of the remaining Lots in a sale in the nature of a bulk sale. The person acquiring any of such property from the Declarant shall be considered a Declarant with respect to that portion of the property so acquired and shall have the right to develop the property and/or sell such property in accordance with the terms and provisions of this Declaration; provided, however, a notice of succession shall be recorded in the Office of the County Recorder signed by both the current Declarant and by its successor in interest as the new Declarant.

7. The term Declaration shall mean and refer to this Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Yalecrest Subdivision.

8. The term Dedicated Streets shall mean and refer to those streets, roads, and cul-de-sacs within the Project formally dedicated to the City or any other municipal or governmental body politic, entity, or agency.

9. The term Developmental Rights shall mean and refer to the right granted hereunder to the Declarant, its agents, representatives, employees, successors and assigns to develop and improve the Property.

10. The term Eligible Guarantor shall mean and refer to a governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters in accordance with the Declaration.

11. The term Eligible Insurer shall mean and refer to an insurer of a mortgage or trust deed who has requested notice in writing of certain matters in accordance with this Declaration.

12. The term Eligible Mortgagee shall mean and refer to a mortgagee, beneficiary under a trust deed, or lender who has requested notice in writing of certain matters in accordance with this Declaration.

13. The term Final Plat shall mean and refer to the recorded Final Plat for Yalecrest on file in the Office of the County Recorder.

14. The term Governing Documents shall mean and refer to the Act and the Declaration.

15. The term Guest shall mean and refer to a guest, visitor, or invitee of an Owner.

16. The term Home shall mean and refer to a dwelling, residence or home constructed upon a Lot.

17. The term Improvement shall mean and refer to any physical change or addition to the Property to make it more valuable.

18. The term Landscaping shall mean and refer to the grass, trees, shrubs, bushes, flowers, plants, and like improvements located within the Property as well as the appurtenant sprinkling and irrigation systems.

19. The term Lender shall mean and refer to a Mortgagee.

20. The term Lot shall mean and refer to a lot as shown on the Final Plat. Each Lot shall be assigned a separate "parcel" or tax identification number by the appropriate governmental agency.

21. The term Lot Number shall mean and refer to the number, letter, or combination thereof designating a particular Lot as identified on the Final Plat.

22. The term Mortgage shall mean and refer to any mortgage, deed of trust, or other security instrument (including the seller's rights under a contract for deed) by which a Lot or any part thereof or interest therein is encumbered. A First Mortgage is a Mortgage having priority as to all other Mortgages encumbering a Lot, or any part thereof or interest therein.

23. The term Mortgagee shall mean and refer to any person or entity named as the mortgagee, beneficiary under any Mortgage by which the interest of any Owner is encumbered, or the holder of the seller's interest under a contract of sale, or any successor to the interest of such Persons. A First Mortgagee shall mean and refer to any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage. Any and all Mortgagee protections contained in the Declaration shall also protect the Declarant as the holder of a First Mortgage of a Lot or any interest therein.

24. The term Office of the County Recorder or County Recorder shall mean and refer to the Office of the County Recorder of Davis County, Utah.

25. The term Owner shall mean and refer to a Person who is the owner of a fee or an undivided fee interest in a Lot, excluding a Mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

26. The term Permittee shall mean a Guest, tenant, lessee, renter or other non-Owner resident or occupant, including family members.

27. The term Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

28. The term 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.

29. The term Final Plat shall mean and refer to the Final Plat on file and of record in the office of the Davis County Recorder, as it may be amended or supplemented from time to time.

30. The term Private Street, Road, Cul-de-sac, Way or Drive shall mean and refer to those

streets, roads, cul-de-sacs, ways, drives, or turnabouts within the Project not dedicated to the City or any county, state, or other governmental body politic, entity or agency.

31. The term Project shall mean and refer to the Yalecrest Subdivision of Single Family Residences.

32. The term Property shall mean and refer to all of the land or real estate, improvements, and appurtenances comprising the Project submitted to this Declaration.

33. The term Recreational, Oversized, or Commercial Vehicle shall mean and refer to any recreational, commercial, or oversized vehicle, motor Home, commercial vehicle, tractor, golf cart, mobile Home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational or commercial transportation device of any kind.

34. The term Resident shall mean and refer to any person living or staying at Yalecrest Subdivision. This includes but is not limited to any and all natural persons residing in a Lot.

35. The term Single Family shall mean and refer to one of the following: (a) a single person, (b) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (c) a group of not more than three (3) unrelated persons who maintain a common household.

36. The term Single Family Residence shall mean and refer to (a) both the architectural style of a Lot and (b) the nature of the residential use permitted therein.

37. The term Use Restrictions shall mean and refer to the use expressly set forth herein, which are subject to change.

38. The term Visible From a Neighboring Property shall mean with respect to any object that such object is or would be visible to an individual six (6') tall standing at ground level on any portion of the neighboring property.

39. The term Water-Wise Techniques shall mean and refer to the guidelines marked Exhibit "B," attached hereto and incorporated herein by this reference.

## ARTICLE 2 GENERAL PROVISIONS

1. Residential Nature of the Project. This is a residential subdivision. Home businesses are allowed if they conform to all local home occupation and zoning ordinances for the Subdivision, do not create a nuisance, do not threaten the health, safety or welfare of the Subdivision, do not involve non-residents entering the Subdivision or individual solicitations, and the business activity is consistent with the residential character of the Subdivision. No commercial trade or business may

store any inventory over 250 cubic feet, and it must be contained within the Town Home Unit so as not to be Visible From a Neighboring Property. The operator must have a City issued business license. The business activity may not involve people coming into the Subdivision who are not residents, the parking of motor vehicles by non-residents within the Subdivision, increase in traffic flow or changes in traffic patterns, or door-to-door solicitations. The leasing of a Lot shall not be considered a trade or business within the meaning of this subsection.

2. Single Family Residences. Detached Single Family Residences are allowed in the Subdivision.

3. Area of Application. The Act and 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 written amendment to this Declaration duly recorded, and without additional Owner approval required.

5. Grant of Easement and Explanation of Duties of Owners Regarding Drainage Patterns. Declarant hereby reserves to itself and grants to the Owners a nonexclusive, perpetual right-of-way and easement over, across and through the Subdivision, subject to all of the terms, covenants, conditions and restrictions set forth herein.

a. Common Use of Easement. Said easement is to be used in common by the Declarant and Owners, subject to all of the terms, covenants, conditions and restrictions set forth herein.

b. Private Easement. The easement created is intended to be used as a private non-exclusive easement for the exclusive use and benefit of Declarant and Owners.

c. Encroachments. If Lot or Home encroaches or shall hereafter encroach upon a another Lot, 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. 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 Final Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or a Home, or any part thereof.

d. Improvements. Improvements, including by way of illustration but not limitation Homes, Accessory Buildings or fencing, constructed as subsequent phases of the Project may inadvertently encroach upon portions of earlier phases of the Project. A perpetual easement for such encroachment and a grant of access necessary to repair, maintain and operate such improvements is hereby granted.

e. Rights of Access. The Declarant and each Owner shall have the right to his Lot. Each Owner shall have the right to the horizontal, vertical and lateral support of his Lot.

f. Declarant's Easement. The Declarant hereby reserves and is hereby granted an exclusive easement to make such use of the Subdivision as may be necessary or convenient to perform the duties and functions it is obligated or permitted to perform pursuant to this Declaration, including, without limitation, the right to construct and maintain the infrastructure for and Lots, Homes, utilities and other physical improvements within the Subdivision.

g. Construction Easements. The Declarant hereby reserves a temporary construction easement over, under, across and through the Subdivision for the purpose of doing all things that are reasonably necessary as a part of constructing any new improvements for the Project. The Owners by accepting a deed or other document of conveyance 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 Lots and Homes 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 to be a violation of the Use Restrictions.

h. Locations Facilities Easements. Declarant reserves 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 Project. Declarant further reserves a right of access to the Locations of Facilities over, across, and through the Subdivision 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.

i. Entry Monument Easement. The Declarant hereby reserves and is hereby granted all necessary easements and rights of way to install, maintain and access the Entry, Entry Monument and corresponding utility and drainage systems and facilities, and irrigation systems in the Subdivision. 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 or 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, then he shall be required to restore the area and drainage channels to their former condition, at his sole cost and expense. In addition, the easement and right of way area of or on each Lot, including by way of illustration but not limitation, the Entry Entry Monument, in whole or in part, utilities, drainage systems and facilities, and irrigation, and all improvements within said area, if located upon a particular Lot or



Lots shall be maintained continuously and strictly in accordance with the original design scheme established by the Declarant, by the Owner of the Lot, at his sole expense, excepting those improvements for which a public authority or utility company is expressly responsible. For purposes of this subsection, the term "established drainage pattern" shall mean the drainage pattern, facilities, and improvements in existence at the time a Lot is conveyed to a home purchaser by the Declarant, its successor or assign.

j. 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 and maintenance of utilities, 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. 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 is expressly responsible.

k. Covenant Not To Interfere. Each Owner by virtue of his acceptance of a deed or other document of conveyance to a Lot hereby covenants and agrees not interfere or attempt to interfere with the land drain system or the established drainage pattern created by the Declarant and City, or their successors or assigns.

l. Improvement of Lots Relative To Established Drainage Pattern. Each Owner shall be responsible to develop, improve, and landscape his Lot in a manner consistent with the land drain system and the established drainage pattern, and so as not to detract from, interfere with, or impair or the land drain system or the established drainage pattern on any other Lot within the Project. No changes to the land drain system or the established drainage pattern on any Lot shall be permitted without the prior written consent of the City.

m. Damage or Waste. Each Owner shall be strictly liable for any loss, damage or claim caused to person or property in the Subdivision caused by his negligence or failure to exercise due care.

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 agencies governing the Subdivision.

7. Architectural Guidelines. Since the Declarant has the sole right and exclusive authority to resolve all architectural issues to insure the harmony of design and quality of construction and materials throughout the Project, all architectural designs, plans, fencing, specifications and construction materials must be consistent with this Declaration, reviewed and approved by the Declarant in writing.

8. Designs, Plans and Specifications. The Declarant has adopted architectural designs,

plans and specifications. Construction and maintenance of the Homes shall comply with the approved Architectural Guidelines, Designs, Plans and Specifications.

9. Ivory Homes Catalogue. Any and every home design, plan or specification contained within the Ivory Homes Catalogue shall be considered approved and qualify for construction, and no other consent shall be required, provided the home elevations meet and the home otherwise satisfies all of the architectural control requirements of the City ordinance..

10. Minimum Requirements For A Home. No Home shall be constructed or altered unless it meets the following minimum requirements:

- a) Only Single Family Residences are allowed.
- b) The height of any Home shall not exceed two (2) stories above ground.
- c) No slab on grade Homes are permitted.
- d) A basement is required for each Home.
- e) Each Home shall have a private garage for not less than two (2) motor vehicles.
- f) Home exteriors, in their entirety, must consist of either maintenance free stucco and masonry. No aluminum or vinyl is permitted.
- g) Any detached Accessory Building must conform in design and materials with the Home. The maximum height of an Accessory Building shall be twelve (12) feet.
- h) All Lots shall be fully landscaped within twelve (12) months of the date of closing on the purchase of a Lot. 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
  - 1) If the Declarant is required by the City to install front yard landscaping prior to receiving a final inspection on the Lot, then each Owner, by virtue of his acceptance of a deed or other document of conveyance to a Lot, hereby consents to the *basic* front yard landscaping so provided, and further agrees that the landscaping installed by Declarant is in lieu of, abrogates and cancels any 2,000 sq. ft. of sod promised on any promotional materials, including by way of illustration but not limitation the Purchase Price Addendum and the Ivory Homes Catalogue of Homes.
  - 2) The Owner is responsible for the initial planting of trees in accordance with the Street Tree Planting Plan, a copy of which is attached hereto, marked Exhibit "C" and

incorporated herein by this reference. All replacement trees must also satisfy the requirements of the Street Tree Planting Plan.

3) Trees, lawns, shrubs, or other plantings placed on a Lot shall be reasonably cared for, nurtured, maintained and replaced by the Owner.

4) Any weeds or diseased or dead lawn, trees, ground cover, bushes or shrubs shall be removed and replaced.

5) 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. No front yard, side yard or rear yard shall be more than 20% concrete, cement, masonry, pavers, brick, stone, cobblestone, tile, terrazzo, slabs, slate, rocks, pebbles, gravel, permeable pavements or other artificial or impermeable surfaces (collectively "controlled surfaces

h) 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. Vinyl, wrought iron and masonry fences are allowed. Chain link fencing is strictly prohibited.

i) No tin sheds are allowed.

11. 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:

a) 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 to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property.

b) Owners shall comply with all local, state and federal ordinances, laws and regulations.

c) Nothing shall be done or kept in, on or about any Lot or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

d) Owners shall repair any damage they may cause to person or property within the Subdivision and restore any damaged property to its former condition.

e) Animals and Pets. Two (2) domestic pets as that term is defined by City ordinance per Lot are allowed; provided, however, pets must be properly licensed and registered. Pets may not create a nuisance. The following acts or behaviors shall be considered a nuisance: (1) causing damage to the property of anyone other than the pet owner; (2) causing unreasonable fouling of the air by odors; (3) causing unsanitary conditions; (4) failing to clean-up the feces of a pet

immediately and disposing of it in a garbage can; (5) running loose throughout the Project and not in a cage or on a leash and under the control of a responsible person; (6) barking, howling, whining, or making other disturbing noises in an excessive, continuous or untimely fashion; (7) molesting or harassing passersby by lunging at them or chasing passing vehicles; (8) attacking or threatening to attack people or other domestic animals; (9) otherwise acting so as to bother, annoy or disturb the sensibilities of a reasonable person or interfering with the right of residents to the peaceful and quiet enjoyment of their property; or (10) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents. No domestic pets, livestock, poultry or animals of any kind may be commercially bred within the Subdivision.

12. Motor Vehicles.

- a) All garages shall be used primarily for the parking and storage of vehicles.
- b) 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.
- c) Do not block access to any Lot, Home, driveway, lane or road.
- d) Do not create an obstacle or potentially dangerous condition
- e) Do not repair or restore any vehicle of any kind in, on or about any Lot so as to be Visible From a Neighboring Property, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.
- f) Motor vehicles parked so as to be Visible From a Neighboring Property should be in operable, registered and licensed.
- g) Recreational, Commercial, and Oversized Vehicles should be stored outside the Subdivision, in a garage, or on a Parking Pad so as not to be Visible From a Neighboring Property , except for purposes of loading or unloading passengers or supplies, for a period of time not to exceed twenty-four (24) hours. T
- h) Parking Pads for Recreational, Commercial and Oversized Vehicles must be located in the rear yard behind the front of the Home and an appropriate screen or fence must be installed so the vehicle is not Visible From a Neighboring Property.
- i) Parking in a driveway is permitted.
- j) Parking in the street so as to interfere with snow removal is not allowed.

13. 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.

14. Owner-Occupied. In order to maintain the value of the purchased property and subdivision, a Home must be owner-occupied for a period of at least one (1) year after the date of closing. For use herein, the term "owner-occupied" shall mean a Home occupied by one of the following: (a) The owner of record in the office of the County Recorder and/or his or her spouse, children or parents; or (b) The shareholder, partner, member, trustor, beneficiary, or other legal representative of an institutional owner, provided, such person holds a majority of the beneficial interest in such legal entity and/or his spouse, children or parents.

15. Leases. Owners shall comply with the local zoning ordinances. There are no other restrictions on the right to lease his Home.

16. 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.

17. Common Utilities. The Declarant may provide water and power utility services to the Entry, Entry Monument and other common elements at its expense (the "Common Utility Service"). Such Common Utility Service shall be maintained and paid for by the Owner of the Lot providing the power. The Owner may not fail to pay for or discontinue this utility service.

18. Declarant's Sales Program. Anything to the contrary notwithstanding, for so long as 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. 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. 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, or signs, banners or similar devices. 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 Declarant's sales effort. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer or

assignment. Any Mortgage covering all Lots or Buildings in the Project title to which is vested in Declarant shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protections and controls which are accorded to Declarant (in its capacity as Declarant) herein.

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 both other 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 or an aggrieved Owner be required to take action to interpret, enforce or defend the Governing Documents 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 reasonable attorneys fees, costs and expenses which may arise or accrue, regardless of whether a lawsuit is filed.

22. Limitation of Liability. This Declaration of covenants, conditions and restrictions is established for the benefit of the Property and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of Declarant or its agents, representatives and employees shall be exempt from any civil claim or action, including an action for negligence, brought by any person owning or having an interest in any Lot.

23. Mortgagee Protection. Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value.

24. Amendment of this Declaration.

a) Owners. The Declaration may be amended with the affirmative written consent of at least 67% of all of the Lots and the Declarant, so long as it owns a Lot.

b) Declarant Right to Amend. The Declarant may unilaterally amend or terminate this Declaration so long as it owns any of the Property without any Owner approval required.

c) Declarant's Rights. No provision of this Declaration reserving or granting to Declarant the Developmental Rights shall be amended without the prior express written consent of Declarant, which consent may be withheld, conditioned or delayed for any reason or for no reason at Declarant's sole and exclusive discretion.

d) Recordation of Written Amendment. No amendment shall be valid or enforceable until such time as a written instrument has been duly recorded in the Office of the County Recorder.

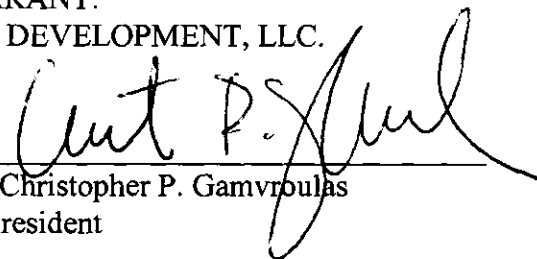
25. Registered Agent. The initial Registered Agent is Christopher P. Gamvroulas and the initial office of the Registered Agent is 970 East Woodoak Lane, Salt Lake City, Utah 84117.

26. Duration. The covenants, conditions and restrictions of this Declaration shall endure for an initial term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate the same.

27. Effective Date. This Declaration shall take effect upon recording in the office of the County Recorder of Davis County, Utah.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 15 day of May, 2009.

DECLARANT:  
IVORY DEVELOPMENT, LLC.

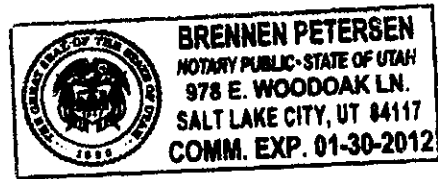
By:   
Name: Christopher P. Gamvroulas  
Title: President

**ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  SS:  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 15 day May, 2009 by Christopher P. Gamvroulas, as President of IVORY DEVELOPMENT, LLC, a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said IVORY DEVELOPMENT, LLC executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at:  
My Commission Expires:





**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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



## YALECREST TOWNS SINGLE FAMILY

### LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING N0°03'50"E, 529.65 FEET, THENCE S89°56'10"E 511.19 FEET FROM THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°49'27"E, 145.76 FEET; THENCE N00°10'33"E, 36.56 FEET; THENCE S89°35'48"E, 526.64 FEET; THENCE 6.40 FEET ALONG THE ARC OF A 293.13 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N01°48'33"E, 6.40 FEET); THENCE S88°49'48"E, 30.00 FEET; THENCE S89°35'47"E, 110.91 FEET; THENCE N00°05'32"E, 417.77 FEET; THENCE N89°54'10"W, 274.28 FEET; THENCE S00°06'04"W, 111.98 FEET; THENCE N89°53'56"W, 18.35 FEET; THENCE S00°06'04"W, 170.06 FEET; THENCE N89°44'56"W, 348.51 FEET; THENCE 45.84 FEET ALONG THE ARC OF A 1456.89 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S02°59'29"E, 45.84 FEET); THENCE S87°54'36"W, 60.00 FEET; THENCE S87°56'16"W, 115.01 FEET; THENCE S00°03'50"W, 123.05 FEET; TO THE POINT OF BEGINNING.

CONTAINS: 190,331 SQUARE FEET OR 4.369 ACRES

The above described property being more commonly known as Lots 169 thru 179, inclusive, YALECREST TOWNS.

**EXHIBIT "B"**  
**WATER-WISE TECHNIQUES GUIDELINES**

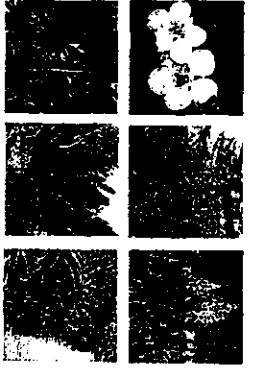
EXHIBIT "B" WATER - WISE TECHNIQUES GUIDELINES

SUGGESTED PLANT LIST WATER-WISE PLANTS

- PERennial Plants:** Aster, Anemone, Aconitum, Adonis, Allium, Aspidistra, Bergenia, Blechnum, Briza, Cardamine, Campanula, Clematis, Dianthus, Digitalis, Eranthis, Fuchsia, Galium, Geranium, Geum, Helleborus, Hosta, Impatiens, Iris, Juncus, Liatris, Lobelia, Lythrum, Malva, Mimulus, Monarda, Nigella, Oenothera, Ornithoglossum, Petalostemum, Phlox, Primula, Ranunculus, Rhododendron, Salvia, Scilla, Senecio, Spigelia, Thalictrum, Veronica, Vinca, Xanthoxylum.
- Annuals:** Amaranthus, Begonia, Bidens, Cosmos, Dahlia, Delphinium, Echinacea, Gladiolus, Helianthus, Lysichiton, Nicotiana, Rudbeckia, Salvia, Senecio, Tagetes, Zinnia.
- Vegetables:** Asparagus, Artichoke, Cabbage, Carrot, Cauliflower, Celery, Corn, Eggplant, Garlic, Lettuce, Melon, Pepper, Potato, Pumpkin, Spinach, Tomato, Zucchini.
- Fruit Trees:** Apple, Pear, Peach, Plum, Cherry, Orange, Lemon, Lime, Grape.
- Berry Plants:** Blueberry, Raspberry, Blackberry, Strawberry.
- Grasses:** Zoysia, St. Augustine, Bermuda, Fescue, Rye.
- Shrubs:** Azalea, Camellia, Hibiscus, Hydrangea, Ligustrum, Nandina, Oleander, Philadelphus, Syringa, Yucca.
- Trees:** Dogwood, Magnolia, Live Oak, Pecan, Sweetgum, Tulip, Yellow Poplar.



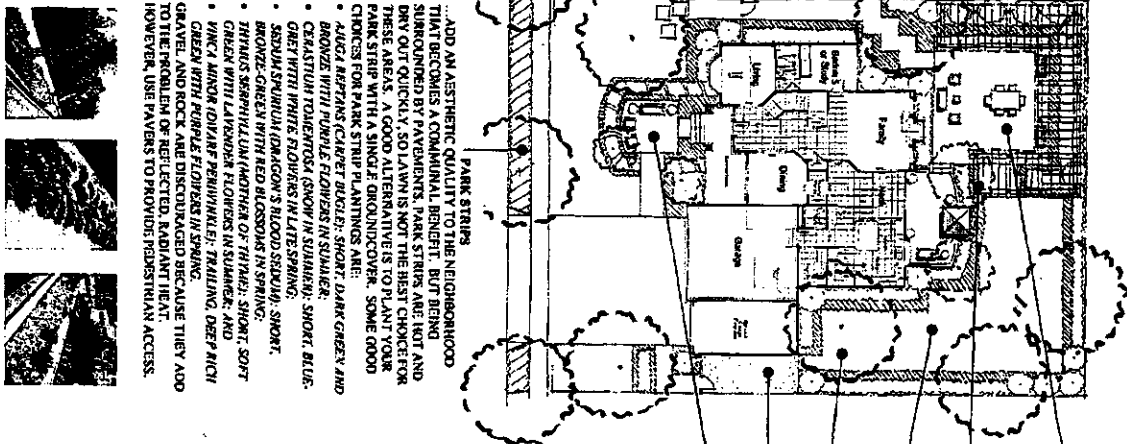
WATER-WISE LANDSCAPING



STREET TREES

...CAN CONTRIBUTE TO THE NEIGHBORHOOD AESTHETIC BUT THEY ALSO SHADE AND COOL PavEMENTS. THIS CAN HELP REDUCE AMBIENT TEMPERATURES AND HELP REDUCE COOLING COSTS. PLANNING AND CARING FOR STREET TREES IS AN IMPORTANT ELEMENT IN IMPROVING YOUR COMMUNITY'S LONG-TERM SUSTAINABILITY.

**APPEARANCE:** YOU HAVE AN IMPORTANT RESPONSIBILITY TO PROPERLY MAINTAIN YOUR STREET TREES. IF ONE HOME OWNER NEGLECTS TO PLANT OR PROPERLY MAINTAIN STREET TREES IN FRONT OF THEIR HOME, THE ENTIRE NEIGHBORHOOD FEELS THE EFFECT. BE CERTAIN THAT ADEQUATE WATER IS PROVIDED TO YOUR STREET TREES SO THAT THEY WILL BE HEALTHY. PRUNE AS NECESSARY TO REMOVE PROBLEMS OR DISEASE, BUT DO NOT OVER-PRUNE TO MODIFY THE NATURAL SHAPE OF THE TREE. STAKING IS NOT USUALLY NECESSARY, BUT IF YOUR TREE IS NOT GROWING STRAIGHT, IT MAY BE IMPORTANT. TREES SHOULD BE FERTILIZED ANNUALLY. COMMERCIAL FERTILIZERS ARE AVAILABLE IN MANY FORMS. CHECK WITH YOUR LOCAL NURSERYMAN FOR RECOMMENDATIONS.



**PARK STRIPS:** ...ADD AN AESTHETIC QUALITY TO THE NEIGHBORHOOD THAT BECOMES A COMMUNAL BENEFIT, BUT BEING SURROUNDED BY PAVEMENTS, PARK STRIPS ARE HOT AND DRY OUT QUICKLY. SO LAWN IS NOT THE BEST CHOICE FOR THESE AREAS. A GOOD ALTERNATIVE IS TO PLANT YOUR PARK STRIP WITH A SINGLE GROUND COVER. SOME GOOD CHOICES FOR PARK STRIP PLANTINGS ARE:
 

- ALOPECURUS (COMMON WEDGE GRASS)
- CRYSTAL WHITE FLOWERS IN LATE SPRING
- GAZON (COMMON GRASS)
- GRASS (COMMON GRASS)
- IRIS (COMMON GRASS)
- SPANISH BROOM (COMMON GRASS)
- TARDIUS (COMMON GRASS)
- WINDMILL (COMMON GRASS)

WATER-WISE LANDSCAPE IDEAS

GENEROUS PAVED PATIOS AND TERRACES PROVIDE NOT ONLY OUTDOOR LIVING SPACES AND ENTERTAINMENT OPPORTUNITIES, BUT THEY REDUCE THE AMOUNT OF WATERING IN YOUR YARD. REMEMBER: IT'S IMPORTANT TO SHADE THESE PAVED SURFACES...

AN ARBOR, TWELLS, OR ROOFED GARDEN STRUCTURE CAN HELP DEFINE SPACES BUT ALSO ADD SHADE AND HELP TO REDUCE EVAPORATION.

REDUCE THE AMOUNT OF LAWN TO THAT NECESSARY FOR OUTDOOR ACTIVITIES. A GOOD GOAL FOR THE FRONT YARD IS A MAXIMUM OF 60 TO 70 PER CENT OF THE TOTAL PLANTED AREA.

PLACE SHADE TREES TO MAXIMIZE THEIR EFFECT ON SOIL MOISTURE AND PROTECTION FROM WIND. CONSIDER PLANTING UTILITY AREAS OR OUTDOOR SIGHT SIDE YARDS WITH DRAINAGE PAVEMENT OR GRAVEL SURFACE TO REDUCE WATER USAGE.

CONSIDER USING ALTERNATIVE PAVEMENTS IN THE FRONT YARD. THEY CAN PROVIDE AN INVITING ENTRY SPACE. IT WILL ALSO REDUCE THE AREA REQUIRING IRRIGATION. COVERAGE AND SHADE FOR THE SOIL.

A WOOD BARK MULCH IN NEWLY PLANTED BEDS CAN HELP CONDITION SOIL AND REDUCE EVAPORATION FROM THE SOIL SURFACE.

CONSIDER ALTERNATE SURFACES IN PLAY AREAS SUCH AS SAND OR WOOD CHIPS MADE ESPECIALLY FOR PLAY AREAS.

IDEAS FOR IRRIGATION SYSTEMS

AN AUTOMATIC IRRIGATION SYSTEM, WHEN PROPERLY MAINTAINED AND MONITORED, CAN REDUCE WATER WASTE. MAKE SURE THAT LAWN AREAS AND SHRUB BEDS ARE ON SEPARATE WATER VALVES. SHRUBS USE MUCH LESS WATER THAN LAWN, SO SHOULD BE WATERED LESS. SEPARATING THE VALVES AND MONITORING WATER NEEDS WILL SAVE WATER.

WHEN LAYING OUT YOUR SYSTEM, ALSO CONSIDER MAKE CONNECTIONS TO THE NORTH AND EAST SIDES OF YOUR HOME. THESE WILL BE IN SHADE LONGER THAN THE SOUTH AND WEST SIDES.

DRIP IRRIGATION SYSTEMS CAN BE EFFECTIVE IN SHRUB BEDS AND WILL HELP CONSERVE WATER. WATER YOUR YARD DURING EARLY MORNING HOURS TO HELP MINIMIZE EVAPORATION.



**EXHIBIT "C"**  
**STREET TREE GUIDELINES**

1. The following Plant List identifies the kinds of Street Trees which may be planted. No substitutions are allowed without the express prior written consent of the Declarant or Architectural Review Committee.

2. Approved Street Tree Plant List:

<u>COMMON NAME</u>	<u>BOTANICAL NAME</u>
Common Hackberry	Celtis occidentalis
American Basswood	Tilia Americana
Common Hackberry	Celtis occidentalis
Sycamore Maple	Acer pseudoplatanus
American Basswood	Tilia Americana
American Basswood	Tilia Americana
American Basswood	Tilia Americana
Chinkapin Oak	Quercus muehlenbergii
Sycamore Maple	Acer pseudoplatanus