

WHEN RECORDED RETURN TO:
IVORY HOMES DEVELOPMENT, LLC
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Salt Lake City, Utah 84117
(801) 268-0700

49-717-0101-0100

49-723-0201-0233

**FIRST SUPPLEMENT AND AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
AND EASEMENTS
FOR PARK ESTATES AT IVORY RIDGE PLAT A AND PLAT B**

This First Supplement and Amendment to the Declaration of Covenants, Conditions and Restrictions, and Easements for Park Estates at Ivory Ridge Plat A and Plat B is made and executed by IVORY DEVELOPMENT, LLC., a Utah limited liability company, of 978 E. Woodoak Lane, Salt Lake City, Utah 84117 (hereinafter referred to as "Declarant").

RECITALS

Whereas, the Declaration of Covenants, Conditions and Restrictions for Park Estates at Ivory Ridge Plat A, a planned community development, was recorded in the office of the County Recorder of Utah County, Utah on October 13, 2010 as Entry No. 88080:2010 at Pages 1-65 of the Official Records of the County Recorder of Utah County, Utah (the "Declaration").

Whereas, the related Map for Plat A of the Project has also been recorded in the office of the County Recorder of Utah County, Utah (the "Plat A Property").

Whereas, under Article III, Section 47 of the Declaration, Declarant reserved the unilateral right to expand the Project to annex additional land and expand the application of the Declaration.

Whereas, under Article III, Section 45 of the Declaration, Declarant reserved the unilateral right to amend the Declaration.

Whereas, Declarant is the fee simple owner of record of that certain real property located in Utah County, Utah and described with particularity on Exhibit "A-1" attached hereto and incorporated herein by this reference (the "Plat B Property").

Whereas, Declarant desires to expand the planned community development by creating on the Plat B Property additional Lots, Common Area and other improvements of a less significant nature.

Whereas, the Declarant now intends that the Plat B Property be subject to and bound by the Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Ivory Ridge recorded in the office of the Utah County Recorder on November 14, 2006 as Entry No. 152736:2006 of the official records (the "Master Declaration").

Whereas, Declarant now intends that the Plat A Property and the Plat B Property shall become subject to the Declaration, as amended and supplemented.

Whereas, this document affects the real property located in Utah County, Utah described with particularity on Exhibit A-1.1 (Plat A Property) and Exhibit A-1.2 (Plat B Property).

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Lot Owners thereof, Declarant hereby executes this First Supplement to the Declaration of Covenants, Conditions and Restrictions, and Easements for Park Estates at Ivory Ridge Plat A and Plat B.

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

- A. **First Supplemental Declaration** shall mean and refer to this First Supplement and Amendment to the Declaration of Covenants, Conditions and Restrictions, and Easements for Park Estates at Ivory Ridge Plat A and Plat B.
- D. **Plat B Map** shall mean and refer to the Map of Plat B of the Project, prepared and certified to by Brad A. Llewelyn of Focus Engineering & Surveying, a duly registered Utah Land Surveyor holding Certificate No. 4938735, and filed for record in the Office of the County Recorder of Utah County, Utah concurrently with the filing of this First Supplemental Declaration.
- E. **Subdivision** shall mean and refer to the planned community development known as Park Estates at Ivory Ridge Plat A and Plat B, as it may be amended or expanded from time to time.

Except as otherwise herein provided, the definition of terms contained in the Declaration are incorporated herein by this reference.

2. **Legal Description.** The real property described in Exhibit A-1.2 is hereby submitted to the provisions of the Declaration and said land shall be held, transferred,

sold, conveyed and occupied subject to the provisions of the Declaration as it may be supplemented or amended from time to time.

3. **Annexation.** Declarant hereby declares that the Plat B Property shall be annexed to and become subject to the Master Declaration and this First Supplemental Declaration, which, upon recordation of this First Supplemental Declaration, shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-1 subject to the Master Declaration and this First Supplemental Declaration and the functions, powers, rights, duties and jurisdiction of the Master Association, this Association and the architectural review committees.

4. **Description of Property and Total Number of Lots Revised.** As shown on the Plat B Map, thirty three (33) new Lots, Numbers 201- 233, Common Area and other improvements of a less significant nature are or will be constructed and/or created in the Project on the Plat B Property. Upon the recordation of the Plat B Map and this First Supplemental Declaration, the total number of Lots in the Project will be Thirty Nine (39). The additional Lots (and the homes to be constructed thereon) are or will be substantially similar in construction, design and quality to the Lots and homes in the prior Phase.

5. **Amendment - Option.** For Lot Owners at Park Estates at Ivory Ridge Plat A and Plat B, and all future phases, Equity membership in The Club is and shall be optional. The Declarant hereby reserves to itself the right to grant an option to a prospective buyer or Owner of a Lot to purchase an Equity membership and join The Club; that is, the Declarant has the right but not the obligation to grant an option to purchase an Equity membership in The Club to a particular Person or a particular Lot. The decision to grant an option to purchase an Equity membership may be made by the Declarant, in its sole discretion, on a Person by Person, Phase by Phase or Lot by Lot basis. The determination may be accomplished by the filing for record by Declarant in the office of the County Recorder of Utah County, Utah a written "Notice of Option" or by mentioning or describing the membership in the deed or other document of conveyance to a Lot. For use herein the term "optional" shall mean and refer to the following:

a. The Declarant shall determine if a Phase, in whole or in part, Person or Lot shall be granted the option to purchase an Equity membership and join The Club and on what terms; and

b. The first purchaser of a Lot designated as optional prior to or at closing shall have a choice to purchase an Equity membership and join The Club for a fee; and

c. If the first purchaser of a Lot designated as optional elects to exercise the option and purchase an Equity membership and join The Club, then that Equity membership shall have a permanent character and shall run with the land. The Equity membership shall thereafter be mandatory and may not be separated from the Lot to which it appertains without the express prior written consent of the Master Association

and all conveyances of the Lot after such election shall be effective to transfer the membership right in The Club. The membership shall be considered an Equity membership and shall be expressly mentioned or described in the deed to the Lot or other document of conveyance; provided, however, the membership shall be considered to be conveyed even though such interest is not expressly mentioned or described in the deed or other document of conveyance. Such recordation shall also operate to vest in any mortgagee of the Lot a corresponding security interest in the Equity membership; and

d. A power coupled with an interest is hereby granted to the Declarant, its successors and assigns, as attorney in fact to shift membership interests in The Club in accordance with said election and each deed of a Lot or other document of conveyance shall be considered a grant of such power to the Declarant. Various provisions of this First Supplemental Declaration and deeds and mortgages of the Lots or Units may contain clauses designed to accomplish a shifting of the membership interest in The Club. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the membership interest in The Club can be accomplished; and

e. On the other hand, if the first purchaser of a Lot designated as optional elects NOT to exercise the option to purchase an Equity membership and join The Club, the Declarant subsequently may but is not obligated to grant to a subsequent owner of the Lot an option to join The Club, but NOT if all of the memberships allocated have been sold; and

f. The Declarant hereby reserves and grants to the Master Association the right but not the obligation to create an administrative system for owners of Lots or Units located on the west side of The Club Facility to exchange, transfer or convey an Equity membership in The Club to another west side Lot or Unit; provided, however, no such Equity membership may be partitioned or separated from a west side Lot or Unit, or subdivided, and any attempt to do so shall be void. Any such exchange, transfer or conveyance is expressly conditional upon strict compliance with the administrative procedures established and any non-conforming transaction shall be voidable by the Master Association; and

g. Anything to the contrary notwithstanding:

1) Options may be granted without any limitations whatsoever save and except that Declarant will not allow the total number of memberships in The Club to exceed the amount authorized. No other assurances are made concerning the number of options which will be granted.

2) The options may be granted at different times without any limitations.

3) The Master Association and Owners shall not interfere with the granting of said options.

4) Anything to the contrary notwithstanding the Declaration is not intended, and shall not be construed so as to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (a) the granting of such options; (b) the carrying out in any particular way or within any particular time of any of the granting of options which may be undertaken except as herein mentioned; or (c) the taking of any particular action with respect to the options.

6. **Ratification.** The undersigned hereby ratifies any and all prior decisions of purchasers of Lots in the Plat A Property and the Plat B Property to opt-out and decline a membership in The Club.

7. **Amendment - Landscaping and Trees.** Section 21(l) of the Declaration, entitled "Landscaping," is hereby deleted in its entirety and the following language is substituted in lieu thereof:

(l) **Landscaping.** All Lot landscaping, grading, and drainage shall be completed strictly in accordance with the Landscaping Guidelines adopted by the Declarant or the Architectural Review Committee (the "ARC") and so as to comply with and not impair all applicable ordinances and flood control requirements. All Lot landscaping must be completed within six (6) months of closing. 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 Street Tree Planting Plan, a copy of which is attached hereto, marked Exhibit "B" and incorporated herein by this reference. The Owner is responsible for the initial planting of trees. Trees, lawns, shrubs, or other plantings placed on a Lot shall be properly nurtured, maintained and replaced by the Owner. Any weeds or diseased or dead lawn, trees, ground cover, bushes or shrubs shall be removed and replaced. All replacement trees must also satisfy the requirements of the Street Tree Planting Plan. The landscaping of a Lot may not adversely affect the value or use of any other property or detract from the original design scheme and appearance of the subdivision.

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 ARC. Front, side or rear yards

constructed primarily or substantially of controlled surfaces are prohibited.

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

8. **Conflict.** In the event of a conflict between the provisions of the Master Declaration and this First Supplemental Declaration the former shall in all respects govern and control.

9. **Severance.** If any provision of this First Supplemental Declaration is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This First Supplemental Declaration will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this First Supplemental Declaration will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this First Supplemental Declaration. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this First Supplemental Declaration, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

10. **Effective Date.** The effective date of this First Supplemental Declaration and the Plat B Map shall be the date on which said instruments are filed for record in the Office of the County Recorder of Utah County, Utah.

EXHIBIT "A-1.1"
LEGAL DESCRIPTION FOR PLAT A

The Property referred to in the foregoing document as the Park Estates at Ivory Ridge Plat A Property is located in Utah County, Utah and is described more particularly as follows:

The land referred to in the foregoing document as Park Estates at Ivory Ridge Plat A is located in Utah County, Utah and more particularly described as follows:

Beginning at a point located North 89°55'06" West 597.56 feet along the section line and North 00°03'39" East 41.00 feet from the South quarter corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°55'06" West 105.01 feet along the North boundary of Parkside at Ivory Ridge "A"; thence along the arc of 15.00 foot radius curve to the right a distance of 23.56 feet (chord bears North 44°55'06" West 21.21 feet; thence North 00°04'54" East 417.00 feet along the East right of way of 780 East; thence South 89°55'06" East 119.81 feet; thence South 00°00'00" East 31.79 feet; thence South 00°03'39" West 400.21 feet to the point of beginning.

EXHIBIT "A-1.2"
LEGAL DESCRIPTION FOR PLAT B

The Property referred to in the foregoing document as the Park Estates at Ivory Ridge Plat B Property is located in Utah County, Utah and is described more particularly as follows:

Beginning at a point located North 89°55'06" West 717.58 feet along the section line and North 00°04'54" West 282.02 feet along the East right of way line of 780 West from the South quarter corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°55'06" West 558.34 feet along the North boundary of Park Estates at Ivory Ridge "A"; thence North 00°22'28" East 50.14 feet along the North boundary of Park Estates at Ivory Ridge "A"; thence North 89°55'21" West 86.79 feet; thence North 47°02'43" West 28.81 feet; thence North 00°22'28" East 29.91 feet; thence South 89°37'32" East 80.00 feet; thence North 00°22'28" East 96.06 feet; thence South 89°37'32" East 28.00 feet; thence along the arc of a 28.00 foot radius curve to the left a distance of 44.13 feet (chord bears South 44°46'19" East 39.70 feet); thence South 89°55'06" East 457.35 feet; thence along the arc of a 25.00 foot radius curve to the left a distance of 38.25 feet (chord bears North 46°15'22" East 34.62 feet); thence South 89°55'06" East 47.02 feet; thence South 00°04'54" West 190.98 feet to the point of beginning.

EXHIBIT "B"

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

01. GENERAL REQUIREMENTS

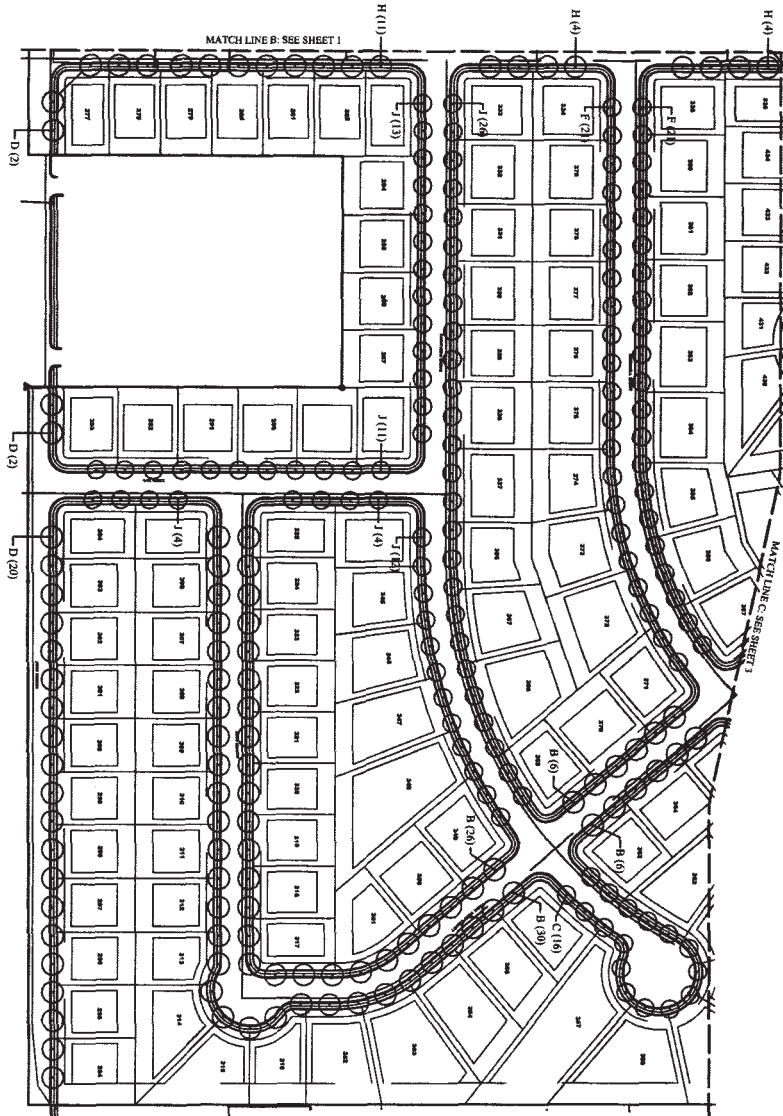
- 01.1. STREET TREES initially are to be planted by the homeowner in compliance with this plan.
- 01.2. STREET TREES are to be planted in the parkstrip in front of each lot. They are to be centered between the back of curb and the edge of the sidewalk.
- 01.3. Two (2) Street Trees are to be planted per lot.
- 01.4. Corner lots shall have two (2) Street Trees on each street fronting the lot— or a total of four (4) Street Trees. In most cases, this will be two different varieties of trees. Consult the Street Tree Plan carefully.
- 01.5. Lots on cul de sacs have a narrower frontage and may not, in all cases, accommodate two Street Trees. Follow the guidelines in paragraph 01.6 below and provide Street Trees at the proper and appropriate spacing.
- 01.6. STREET TREES shall be spaced at approximately forty (40) feet on center, but no less than thirty (30) feet from a street tree in front of an adjoining lot.
- 01.7. STREET TREES shall be planted twenty (20) feet from any street intersection. This is to be measured from the point of intersection between the street curb and the sidewalk.
- 01.8. STREET TREES shall be a minimum two inch (2") caliper in size when planted. (Caliper is the diameter of the trunk measured twelve (12) inches above the top of the root ball.)
- 01.9. Any damaged or diseased STREET TREES are to be replaced by the homeowner at his sole cost and expense.

02. STREET TREE PLAN

02.1. The following Plant List identifies the kinds of Street Trees which may be planted. No substitutions are allowed.

02.2. STREET TREE PLANT LIST

COMMON NAME	BOTANICAL NAME
Common Hackberry	<i>Celtis occidentalis</i>
Autumn Blaze Maple	<i>Acer freemani</i>
Patmore Ash	<i>Fraxinus pennsylvanica</i> 'Patmore'
Shademaster Honeylocust	<i>Gleditsia t. inermis</i> 'Shademaster'
Flowering Pear	<i>Pyrus calleryana</i> 'Aristocrat'
Bur Oak	<i>Quercus macrocarpa</i>
Idaho Locust	<i>Robinia x. ambigua</i>
Little Leaf Lindon	<i>Tilia cordata</i> 'Greenspire'
Sawleaf Zelkova	<i>Zelkova serrata</i>



PLANTING NOTES

NO.	PLANTING NAME	PLANTING NAME	NO.
A	Asplenium nidus	Asplenium nidus	2'
B	Asplenium nidus	Asplenium nidus	2'
C	Asplenium nidus	Asplenium nidus	2'
D	Asplenium nidus	Asplenium nidus	2'
E	Asplenium nidus	Asplenium nidus	2'
F	Asplenium nidus	Asplenium nidus	2'
G	Asplenium nidus	Asplenium nidus	2'
H	Asplenium nidus	Asplenium nidus	2'
I	Asplenium nidus	Asplenium nidus	2'
J	Asplenium nidus	Asplenium nidus	2'



1. Street trees are to be located at approximately 25' or 40' feet on either end of the street.
2. Location of street trees shall be kept no less than 30' feet back of beginning of curb return at any street intersection. Street trees from ramp, overpass and power underpasses.
3. If driveway or other location conflict with the street tree placement, it may be placed in the driveway or other location as long as it is not within 10' of the street.
4. Street trees shall be centered in the planting between the sidewalk and curb.
5. All plantings are to be planted in a 18" x 18" hole, and/or as specified by the manufacturer.
6. Refer to the Planting Specification.



19 JUNE 2008
 SHEET 2
 STREET TREES
IVORY RIDGE
 Planting Plan
 LHM, UTM

IVORY HOMES
 978 WOOD OAK LANE
 SALT LAKE CITY, UTM
 R. MICHAEL KELLY
 CONSULTANT
 AND CONSULTING ARCHITECTS
 1000 W. 1000 S. SUITE 100
 SALT LAKE CITY, UT 84119