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WHEN RECORDED PLEASE RETURN TO:

Ivory Development, LLC  
Christopher P. Gamvroulas  
978 East Woodoak Lane  
Salt Lake City, UT 84117

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
11/28/2016 1:51:00 PM  
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SECOND AMENDMENT  
TO  
THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR MONTEBELLA SUBDIVISION

Tax ID No's. : 08-448-0001 thru 0025  
08-504-0026 and 0027  
08-579-0201 thru 0217  
08-561-0101 thru 0129

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**SECOND AMENDMENT  
TO  
THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR MONTEBELLA SUBDIVISION**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Montebella Subdivision (the "Second Amendment") is made and executed by Monte Bella Homeowners Association, Utah non-profit corporation (the "Association") and Ivory Development, LLC, a Utah limited liability company (the "Developer").

**RECITALS**

- A. The DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MONTEBELLA SUBDIVISION, was recorded on June 6, 2008, in the Davis County Recorder's office as Entry No. 2371001, in Book 4549, at page 1222, (the "Original Declaration").
- B. The Declaration encumbered certain real property in the City of Kaysville, in Davis County, Utah, (the "Original Property").
- C. The FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MONTEBELLA SUBDIVISION, THE FARMINGTON HOLLOW CONSERVATION AND SUBDIVISION PHASE 1 AND PHASE 2 was recorded on July 6, 2015, in the Davis County Recorder's office as Entry No. 2878040, Book 6302, at page 1251 (the "First Supplement") (the Original Declaration and First Supplement together, the "Declaration").
- D. Pursuant to to Article III, Section 55, of the Declaration, the First Supplement caused additional property known as Farmington Hollow Conservation Subdivision Phase 1 and Farmington Hollow Subdivision Phase 2 to be annexed into the Association (the "Annexed Property").
- E. This Second Amendment affects real property located in Davis County, Utah, which is more commonly known as the is Montebella Subdivision, includes the Original Property and the Annexed Property and is described on the attached Exhibit A.
- F. The Association and the Declarant now desire to amend the Declaration to facilitate the development and eventual completion of the Montebella Subdivision.
- G. Pursuant to Article III, Section 43.4, the Developer has the unilateral right to amend the Declaration prior to the expiration of the Period of Developer's Control.

H. As evidenced by this instrument, the Association obtained the votes of over two-thirds (67%) of the undivided ownership interest in the Association and the consent and approval of the Declarant and Developer.

## AMENDMENTS

NOW, THEREFORE, pursuant to the foregoing, the Association, through its Management Committee (the "Management Committee"), and with the consent and approval of the Declarant, hereby makes and executes the following amendments to the Declaration, which shall be effective as of its recording date:

- 1) **Amendment No. 1.** Article III, Sections 4.1, 4.1.1, and 4.1.2 are deleted entirely.

The following is added to Article III, Section 4:

All Owners shall have an equal interest in the Association and shall be entitled to vote on all issues before the Association. Such membership shall automatically terminate when the Owner ceases to have an ownership interest in a Lot. Upon the transfer of an ownership interest in a Lot, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Lot is held by more than one person or entity, the vote for such Lot shall be exercised as those persons or entities themselves determine. The Association may presume a vote made on behalf of Lot owned by one or more persons or entities is valid. If the Association receives more than one vote for a Lot, the Association may disregard both votes.

- 2) **Amendment No. 2.** Article III, Section 59, is added as follows:

- 59.1 **Special Declarant Rights.** Notwithstanding any other provisions in the Governing Documents to the contrary, the Declarant shall have all rights and powers provided for in this Article III, Section 59. If any other article in this Declaration contains the words "notwithstanding anything to the contrary," or words of similar import, the article shall all nonetheless be subject to the terms in this Article III, Section 59.
- 59.2 **Right to Appoint the Management Committee During Declarant Control Period.** The Declarant shall have the right to appoint and remove all Management Committee during the Declarant Control Period. In the appointment of Management Committee Members, the Declarant shall not be bound by any qualifications for Management Committee Members in the Governing Documents.
- 59.3 **Declarant Control Period.** For purposes of this Article III, Section 59, and as used in this Declaration, the "Declarant Control Period" shall mean and refer to the period of time during which the Declarant owns any land within the Montebella Subdivision. Pursuant to Utah Code Ann. § 16-6a-801(2)(b)(i), during the Declarant Control Period, the Declarant is authorized to exercise the power and control of all decision-making ability or authority for the Association and/or the Project. The Declarant shall determine whether to hire professional management during the Declarant Control Period.
- 59.4 **Easement Rights.** The Declarant shall have, and hereby retains, an easement for access over, under, across, and through the entire Project, and may utilize, allow anyone else to utilize, or may grant easements over, under, across, and through any easement right reserved to anyone in the Declaration.

- 59.5 Right to Amend Plat. Subject to necessary approvals from any applicable municipality or government agency, the Declarant shall have the right to amend, change, or modify any Plat, subject only to the requirement that the Declarant get approval from any Owner of a Lot that has any boundary modified by the Plat. During the Declarant Control Period, no Plat may be amended without the written authorization of the Declarant.
- 59.6 Assessment Exemption. The Declarant shall be exempt from any Assessment on any unoccupied Lot (regular or special).
- 59.7 Right to Amend Declaration, Bylaws, Articles of Incorporation, and Rules. Until the expiration of the Declarant Control Period, the Declarant shall have the right to amend, revise, and modify this Declaration, the Bylaws, Articles of Incorporation, and the Rules in any way, and at any time, including adding, removing, or changing substantive and material provisions, without any additional approvals from anyone, including, but not limited to, the Owners. Any such amendment to the Bylaws or Declaration shall be effective upon the recordation by the Declarant of an amendment duly signed by an authorized officer of the Declarant, with such signature acknowledged. When recorded, any such amendment shall be binding upon the Project and all Persons having an interest therein, including Owners. Additionally, during the Declarant Control Period, neither this Declaration, the Bylaws, the Rules, nor the Design Guidelines may be amended without the written authorization of the Declarant.
- 59.8 Expansion of Project/Additional Land. The Declarant may add land to or withdraw land from the Project, and expand or contract the Project at any time, and for any reason.
- 59.9 Assignment of Special Declarant Rights. The Declarant, at any time, by recording a written notice, may assign or transfer all or some of its control, power, authority, or decision-making ability to the Association, or any other Person, prior to the end of the Declarant Control Period. In the case of the abandonment of the Project by the Declarant, the cessation of business by the Declarant, or the foreclosure of any undeveloped property that is subject to the provisions of this Declaration, the rights of the Declarant, as provided for in this Declaration, may be exercised by any owner of the undeveloped land within the project or to be expanded into the Project.
- 59.10 Exceptions from Use Restrictions. The Declarant shall not be bound by any use restriction in the Declaration as it relates to the Lots owned by the Declarant.
- 59.11 No Modification of Declarant Rights. Any Declarant Rights in the Governing Documents and, specifically, in this Article III, Section 59, shall not be substantively or procedurally altered without the written consent of the Declarant during the Declarant Control Period after which time the Declarant's approval shall no longer be required. Any document or amendment attempted without obtaining proper consent shall be *void ab initio* to the extent it attempts to alter the rights of the Declarant or any provision of Article III, Section 59, without the consent of the Declarant. Any consent to waive, change, or alter any provisions of Article III, Section 59, by any future Declarant (as a result of any voluntary or involuntary assignment of Declarant rights) shall effect a change to those provisions only as to that Declarant and shall not be applicable to any prior Declarant without that prior Declarant's specific consent.

- 59.12 Use of Lots and Common Elements for Sales Activities. During the Declarant Control Period, the Declarant shall have the right to use any Lot owned by it, and any part of the Common Elements in furtherance of any activities designed to accomplish or facilitate construction, improvement and sale of all Lots owned by the Declarant or to be added to the Project, and the construction and improvement of all Common Elements as the Declarant, from time to time, may desire. The Declarant shall have the right to maintain one or more sales offices. Such offices may be located on any Lot with the permission of the Owner of that Lot, who may be the Declarant, or in one or more separate structures, trailers, or facilities placed in the Project for the purpose of aiding the Declarant's sales efforts, or any combination of the foregoing. The Declarant shall also have the right to maintain any number and size of promotional, advertising, or directional signs, banners, or similar structures or devices at any place or places in the Project. The Declarant shall also have the right to designate by signs or otherwise any street or other parking as parking for sales only, or to otherwise restrict and use any Common Elements parking. The Declarant shall have the right from time to time to relocate, move, remove, or add to any of its sales offices, parking restrictions, signs, banners, or similar structures or devices.
- 59.13 Facilities Open to the Public. The Declarant shall have the right to establish certain facilities and areas within the Project for the use and enjoyment of the public. Such facilities and areas may include, by way of example, open space, trails, paths, parks, and other neighborhood areas conducive to public gatherings. The Declarant may designate such facilities and areas as open to the public at the time the same is made the responsibility of the Association, or the Board may so designate at any time thereafter.
- 59.14 Exemption from Service Provider and Vendor Conflict Provision. Any restrictions set forth in the Declaration shall not apply to service providers or vendors engaged by the Association during the Declarant Control Period.
- 59.15 Declarant Rights Do Not Impose Obligations. The Declarant Rights provided for in this Article III, Section 59, shall not be construed to impose any obligation, legal or equitable, related to the issues to which they might apply. The Association and each Owner, by purchasing a Lot, waive and disclaim any such duty, and affirmatively acknowledge that no such duty exists or should be imposed as a result of the Special Declarant Rights.
- 59.16 Declarant Exemption from Statutory Obligations. Pursuant to § 57-8a-217(6) of the Act, Declarant is hereby exempt from the provisions of § 57-8a-217 of the Act. Pursuant to § 57-8a-211(10) of the Act and Article 17 herein, § 57-8a-211(2)-(9) of the Act shall not apply or have any effect during the Declarant Control Period, and, as allowed specifically by law, the Declarant shall have no duty whatsoever to obtain a Reserve Analysis or to fund any Reserve Fund during the Declarant Control Period.
- 3) Conflicts. All remaining provisions of the Declaration not specifically amended in this Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall, in all respects, govern and control
- 4) Incorporation and Supplementation of Declaration. This document is supplemental to the Declaration, which, by reference, is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein,

are to apply to this document, and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

5) **Effective Date.** This Amendment to the Declaration is effective when recorded.

IN WITNESS THEREOF, the undersigned officer of the Association hereby certifies that the Management Committee has obtained the affirmative written vote or consent of the Owners of Lots holding at least two-thirds (67%) of the total votes in the Association either (A) cast in person, or by proxy, at a meeting duly called for that purpose, and consistent with the requirements of the Declaration and the Utah Revised Non-Profit Corporations Act, or by (B) written consent, consistent with the requirements of the Declaration and the Utah Revised Non-Profit Corporations Act, and the undersigned officer of the Developer hereby certifies that this Amendment has been made with the consent and approval of the Developer.

Monte Bella Homeowners Association,

*Christ P. Gamvoulas*  
(Signature)

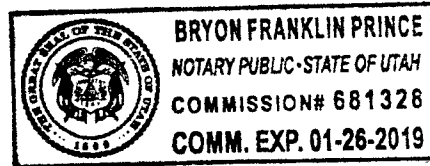
By: CHRISTOPHER P. GAMVOULAS

Its [Title]: PRESIDENT / MANAGER

STATE OF UTAH            )  
  ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 28 day of November, 2016, by CHRISTOPHER P. GAMVOULAS who by me being duly sworn, did say that he/she is the PRESIDENT of the Monte Bella Homeowners Association.

*Bryon Prince*  
Notary Public



Ivory Development, LLC,

*Christopher P. Gamvoulas*  
(Signature)

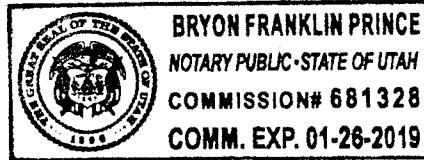
By: CHRISTOPHER P. GAMVOULAS

Its [Title]: PRESIDENT

STATE OF UTAH            )  
  ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 28 day of NOVEMBER, 2016, by CHRISTOPHER P. GAMVOULAS, who by me being duly sworn, did say that he/she is the PRESIDENT of Ivory Development, LLC.

*Bryon Franklin Prince*  
Notary Public



## Exhibit A – LEGAL DESCRIPTION OF PROPERTY

The Property described on the Montebella Plat:

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

A part of the Northeast Quarter of Section 11, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Southwesterly right-of-way line of State Road 273 (U.S. Highway 91A) said point being 1565.92 feet South 89°51'06" West along the Section line and South 0°08'54" East 511.49 feet from the Northeast corner of said Quarter Section; and running thence two (2) courses along said Southwesterly right-of-way as follows: South 37°12'30" East 48.07 feet and South 42°55'08" East 437.48 feet; thence South 47°15'00" West 130.08 feet; thence South 39°48'31" East 184.98 feet; thence South 89°39'00" East 192.31 feet to said Southwesterly right-of-way line; thence Southeasterly along the arc of a 2814.90 foot radius curve to the right a distance of 59.77 feet (Long Chord bears South 41°52'07" East 59.77 feet); thence South 50°06'42" West 191.19 feet; thence North 43°25'14" West 88.02 feet; thence Southwesterly along the arc of a 50.00 foot radius curve to the right a distance of 30.47 feet (Long Chord bears South 46°34'46" West 30.00 feet; thence South 43°25'14" East 117.42 feet); thence South 17°06'00" East 13.65 feet; thence South 89°38'58" West 192.55 feet; thence North 0°00'24" West 24.94 feet; thence North 89°39'00" West 845.11 feet to the East line of Oak View Subdivision, Kaysville City, Davis County, Utah as occupied on the ground; thence North 8°37'01" East 524.23 feet along said East line and the East line of Oak View Subdivision Amended, Kaysville City, Davis County, Utah as occupied on the ground and the East line of Edge End Hollow Subdivision No. 1, Kaysville City, Davis County, Utah as occupied on the ground; thence North 23°24'01" East 203.57 feet along said East line of said Edge End Hollow Subdivision No. 1 and said line extended; thence North 40°58'01" East 214.63 feet; thence South 29°52'50" East 179.29 feet; thence South 52°35'40" East 96.00 feet; thence Northeasterly along the arc of a 299.47 foot radius curve to the right a distance of 51.46 (Long Chord bears North 42°44'57" East 51.40 feet); thence North 47°15'03" East 135.55 feet to the point of beginning.

Contains 14.400 Acres



AND The Property Described on the Montebella First Amendment Plat

LOTS 26 AND 27, MONTEBELLA SUBDIVISION, A PLAT RECORDED AT THE DAVIS COUNTY RECORDERS OFFICE, LOCATED IN KAYSVILLE CITY, DAVIS COUNTY, STATE OF UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 27, SAID POINT BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 273 (U.S. HIGHWAY 91A), SAID POINT BEING SOUTH 89°51'06" WEST ALONG SECTION LINE 1530.66 FEET AND SOUTH 555.10 FEET FROM THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, AND RUNNING THENCE SOUTH 42°55'08" EAST ALONG SAID SOUTHWESTERLY LINE 214.61 FEET TO THE NORTHEASTERLY CORNER OF LOT 25 OF SAID SUBDIVISION; THENCE SOUTH 47°22'49" WEST 123.63 FEET ALONG THE NORTH LINE OF SAID LOT 25 TO THE NORTHEASTERLY LINE OF DORIS PLACE ROAD, A 55 FOOT WIDE STREET; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID STREET THE FOLLOWING (3) COURSES: (1) NORTH 42°37'11" WEST 76.42 FEET TO A POINT OF CURVATURE, (2) 75.06 FEET ALONG THE ARC OF A 211.53 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°19'56" (CHORD BEARS NORTH 52°47'09" WEST 74.67 FEET) TO A POINT OF TANGENCY, AND (3) NORTH 62°57'07" WEST 66.88 FEET TO THE SOUTHERLY LINE OF RIGBY ROAD, A 55 FOOT WIDE STREET; THENCE NORTHEASTERLY (2) COURSES ALONG SAID SOUTHERLY LINE: (1) 28.06 FEET ALONG THE ARC OF A 244.47 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6°34'32" (CHORD BEARS NORTH 43°57'47" EAST 28.04 FEET TO A POINT OF TANGENCY, AND (2) NORTH 47°15'03" EAST 130.93 FEET TO THE POINT OF BEGINNING.

CONTAINING: 28,312 SQ.FT. (0.65 ACRES - 2 LOTS)

AND the property described on the Farmington Hollow Phase 1 a Conservation Subdivision Plat:

PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S89°51'07"W 1321.46 FEET AND SOUTH 1300.72 FEET AND N89°39'00"W 363.34 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 11; THENCE S11°31'52"E 848.10 FEET TO THE NORTH RIGHT OF WAY LINE OF 1800 NORTH STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) S43°20'00"W 238.68 FEET AND (2) N89°59'58"W 695.49 FEET; THENCE N25°36'50"E 23.47 FEET; THENCE N34°26'30"W 132.77 FEET; THENCE N43°29'06"W 120.00 FEET; THENCE N49°46'40"W 58.28 FEET; THENCE N47°05'54"E 29.55 FEET TO THE EAST LINE OF HESS FARM ESTATES; THENCE S89°54'06"E 171.35 FEET; THENCE S40°30'06"E 10.35 FEET; THENCE S41°05'09"E 6.81 FEET; THENCE S00°21'03"E 18.44 FEET; THENCE N76°30'40"E 180.96 FEET; THENCE S59°33'26"E 77.76 FEET; THENCE N76°30'40"E 112.00 FEET; THENCE N13°29'20"W 20.91 FEET; THENCE S89°59'58"E 163.98 FEET; THENCE N00°00'02"E 165.71 FEET; THENCE N12°16'45"W 100.00 FEET; THENCE N14°42'22"W 99.84 FEET; THENCE N02°32'38"W 117.05 FEET; THENCE N89°39'00"W 88.99 FEET; THENCE N05°43'26"W 56.32 FEET; THENCE N00°21'00"E 180.00' TO THE SOUTH LINE OF MONTEBELLA SUBDIVISION; THENCE S89°39'00"E ALONG A FENCELINE AND THE SOUTH LINE OF MONTEBELLA SUBDIVISION, 311.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 462,150 SQUARE FEET OR 10.610 ACRES

08-514-0101 → 0130

AND the property described on the Farmington Hollow Phase 2 a Conservation Subdivision Plat:

**PART OF THE NORTHEAST QUARTER OF SECTION 11,  
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND  
MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT S89°51'07"W 1321.48 FEET AND  
SOUTH 1300.72 FEET AND N89°39'00"W 675.10 FEET FROM  
THE NORTHEAST CORNER OF SAID SECTION 11; THENCE  
S00°21'00"W 180.00 FEET; THENCE S05°43'26"E 56.32 FEET;  
THENCE S89°39'00"E 88.99 FEET; THENCE S02°32'38"E  
117.05 FEET; THENCE S14°42'22"E 99.84 FEET; THENCE  
S12°16'45"E 100.00 FEET; THENCE S00°00'02"W 165.71 FEET;  
THENCE N89°59'58"W 163.98 FEET; THENCE S13°29'20"E  
20.91 FEET; THENCE S76°30'40"W 112.00 FEET; THENCE  
N59°33'26"W 77.76 FEET; THENCE S76°30'40"W 180.96 FEET;  
THENCE N00°21'03"W 18.44 FEET; THENCE N41°05'09"W 6.81  
FEET; THENCE N40°30'06"W 10.35 FEET; THENCE N89°54'06"W  
171.36 FEET TO THE EAST LINE OF HESS FARM ESTATES;  
THENCE N18°40'06"E ALONG SAID EAST LINE, 734.58 FEET;  
THENCE N89°38'55"E 140.01 FEET; THENCE N08°37'01"E  
35.71 FEET TO THE SOUTH LINE OF MONTEBELLA  
SUBDIVISION; THENCE S89°39'00"E ALONG A FENCELINE AND  
THE SOUTH LINE OF MONTEBELLA SUBDIVISION, 167.90 FEET  
TO THE POINT OF BEGINNING.**

**CONTAINING 369,227 SQUARE FEET AND 8.476 ACRES**