

E 2079195 B 3803 P 569-577
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/07/2005 03:08 PM
FEE \$84.00 Pas: 9
DEP RTT REC'D FOR IVORY HOMES

RETURNED
JUN -7 2005

WHEN RECORDED RETURN TO:
IVORY HOMES
1544 North Woodland Park Drive
Suite 300
Layton, Utah 84041

77 to 135 · 14-388-0077 to 00135

**FIRST SUPPLEMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS FOR LEXINGTON ESTATES
PHASE 2**

an expandable planned residential development project

This First Supplement to the Declaration of Protective Covenants for Lexington Estates Phase 2, an expandable planned residential development, is made and executed by GMW DEVELOPMENT, INC. d/b/a IVORY NORTH, of 1544 North Woodland Park Drive, Suite 300, Layton, Utah 84041 (the "Declarant").

RECITALS

Whereas, the original Declaration of Protective Covenants for Lexington Estates Phase 1 was recorded in the office of the County Recorder of Davis County, Utah on the 10th day of May, 2004 as Entry No. 1985135 in Book 3536 at Page 282 of the Official Records of the County Recorder of Davis County, Utah (the Declaration).

Whereas, the related Subdivision Plat Map for Phase 1 of the Subdivision has also been recorded in the office of the County Recorder of Davis County, Utah.

Whereas, under Article III, Section 2 of the Declaration, Declarant reserved the unilateral right and option to annex additional real property and to expand the Subdivision.

Whereas, Declarant is the fee simple owner of record of that certain real property located in Davis County, Utah and described with particularity on Exhibit A-2" attached hereto and incorporated herein by this reference (the "Phase 2 Property).

Whereas, Declarant desires to expand the Subdivision by creating on the Phase 2 Property a residential development.

Whereas, Declarant now intends that the Phase 2 Property shall become subject to the Declaration.

AGREEMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Subdivision and the Unit Owners thereof, Declarant hereby executes this First Supplement to the Declaration of Protective Covenants for Lexington Estates Phase 2.

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

A. **First Supplement to the Declaration** shall mean and refer to this First Supplement to the Declaration of Protective Covenants for Lexington Estates Phase 2.

B. **First Supplemental Map or Phase 2 Property Map** shall mean and refer to the Supplemental Subdivision Plat Map(s) for the Phase 2 Property described on Exhibit "A-2," prepared and certified to by Great Basin Engineers, a duly registered Utah Land Surveyor holding Certificate No. 4778, and filed for record in the Office of the County Recorder of Davis County, Utah concurrently with the filing of this First Supplement to the Declaration.

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-2" is hereby submitted to and said land shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration, as it may be amended or supplemented from time to time.

3. **Annexation.** Declarant hereby declares that the Phase 2 Property shall be annexed to and become subject to the Declaration, which upon recordation of this First Supplement to the Declaration shall constitute and effectuate the expansion of the Subdivision, making the real property described in Exhibit "A-2" subject to the Declaration and the functions, powers, rights, duties and jurisdiction of the Association.

4. **Total Number of Units Revised.** As shown on the Phase 2 Map, 59 Lots are or will be created in the Subdivision on the Phase 2 Property. The additional Lots are located within a portion of the Phase 2 Property. Upon the recordation of the Phase 2 Map and this First Supplement to the Declaration, the total number of Lots in the Phase 1 and Phase 2 of the Subdivision will be one hundred thirty-five (135). The additional Lots in Phase 2 are or will be substantially similar in construction, design, and quality to the 76 Lots in Phase 1.

5. **Percentage Interest Revised.** Pursuant to the Declaration, Declarant is required, with the additional Lots, to reallocate the undivided percentages of ownership interest in the Subdivision. The percentages are set forth in Exhibit "B," attached hereto and incorporated herein by this reference.

6. **Landscaping.** All Lot landscaping, grading, and drainage shall be completed strictly in accordance with the Landscaping Guidelines adopted by the Developer 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. 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 Developer 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.

6. **Effective Date.** The effective date of this First Supplement to the Declaration and the Phase 2 Map shall be the date on which said instruments are filed for record in the Office of the County Recorder of Davis County, Utah.

IN WITNESS WHEREOF, the undersigned have executed these covenants and restrictions the 6th day of June, 2005.

GMW DEVELOPMENT, INC.

By: 
Title: Gary M. Wright, President

STATE OF UTAH)
)ss:
COUNTY OF DAVIS)

On the 6 day of May, 2005, personally appeared before me Gary M. Wright, who by me being duly sworn, did say that he is the President of the GMW DEVELOPMENT, INC., a Utah corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its By Laws or a resolution of its Board of Directors, and said Gary M. Wright, duly acknowledged to me that said Corporation executed the same.

Lannette C. Wilson
NOTARY PUBLIC
Residing At: DRAPER UTAH
Commission Expires: 09-25-06

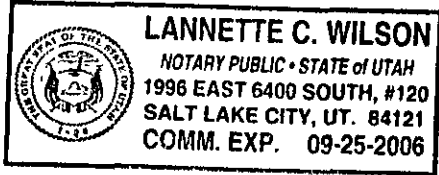


EXHIBIT "A-2"**LEXINGTON ESTATES PHASE 2
LEGAL DESCRIPTION**

The land described in the foregoing document as the Phase 2 Property is located in Davis County, Utah and is described more particularly as follows:

BOUNDARY DESCRIPTION

A part of the Southeast Quarter of Section 28, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Southeast corner of Lot 76, Lexington Estates Phase 1, a subdivision in Clinton City, Davis County, Utah, said point being 721.83 feet North 0°03'32" East along the Quarter Section line from the South Quarter corner of said Section; and running thence North 0°03'32" East 600.00 feet along the East boundary line of said Lexington Estates Phase 1 and the East boundary line of Draayer Meadows Subdivision Phase 4 and Phase 2, in Clinton City, Davis County, Utah to the South boundary line of Fife Estates Subdivision Phase-2, in Clinton City, Davis County, Utah; thence North 89°59'47" East 995.82 feet along said South boundary line and the South boundary line of Lovell Estates Subdivision Phase-2, in Clinton City, Davis County, Utah and the South boundary line of Shire Meadows Subdivision in Clinton City, Davis County, Utah to the West Boundary line of Taylor Estates Subdivision-Phase No. 2; thence South 0°03'16" East 658.48 feet along said West boundary line and the West boundary line of Taylor Estates Phase-No. 3 in Clinton City, Davis County, Utah; thence South 89°59'06" East 0.14 feet along the South Boundary of said Taylor Estates Subdivision Phase No. 3; thence South 0°05'50" West 80.53 feet; thence South 89°59'47" West 193.42 feet; thence North 0°00'38" East 20.26 feet, thence South 89°59'47" West 120.23 feet; thence South 0°01'18" East 21.25 feet; thence South 89°59'47" West 662.29 feet to said East Boundary line of said Lexington Estates Phase 1; thence two (2) courses along said East boundary line as follows: North 0°00'30" West 140.00 feet and South 89°59'47" West 21.13 feet to the point of beginning.

Contains 16.798 Acres

EXHIBIT "B"
PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST

<u>Phase</u>	<u>Lot No.</u>	<u>Percentage of Ownership Interest</u>
1	101	0.7407%
1	102	0.7407%
1	103	0.7407%
1	104	0.7407%
1	105	0.7407%
1	106	0.7407%
1	107	0.7407%
1	108	0.7407%
1	109	0.7407%
1	110	0.7407%
1	111	0.7407%
1	112	0.7407%
1	113	0.7407%
1	114	0.7407%
1	115	0.7407%
1	116	0.7407%
1	117	0.7407%
1	118	0.7407%
1	119	0.7407%
1	120	0.7407%
1	121	0.7407%
1	122	0.7407%
1	123	0.7407%
1	124	0.7407%
1	125	0.7407%
1	126	0.7407%
1	127	0.7407%
1	128	0.7407%
1	129	0.7407%
1	130	0.7407%
1	131	0.7407%
1	132	0.7407%
1	133	0.7407%
1	134	0.7407%
1	135	0.7407%
1	136	0.7407%
1	137	0.7407%
1	138	0.7407%
1	139	0.7407%
1	140	0.7407%
1	141	0.7407%

1	142	0.7407%
1	143	0.7407%
1	144	0.7407%
1	145	0.7407%
1	146	0.7407%
1	147	0.7407%
1	148	0.7407%
1	149	0.7407%
1	150	0.7407%
1	151	0.7407%
1	152	0.7407%
1	153	0.7407%
1	154	0.7407%
1	155	0.7407%
1	156	0.7407%
1	157	0.7407%
1	158	0.7407%
1	159	0.7407%
1	160	0.7407%
1	161	0.7407%
1	162	0.7407%
1	163	0.7407%
1	164	0.7407%
1	165	0.7407%
1	166	0.7407%
1	167	0.7407%
1	168	0.7407%
1	169	0.7407%
1	170	0.7407%
1	171	0.7407%
1	172	0.7407%
1	173	0.7407%
1	174	0.7407%
1	175	0.7407%
1	176	0.7407%
2	201	0.7407%
2	202	0.7407%
2	203	0.7407%
2	204	0.7407%
2	205	0.7407%
2	206	0.7407%
2	207	0.7407%
2	208	0.7407%
2	209	0.7407%
2	210	0.7407%

2	211	0.7407%
2	212	0.7407%
2	213	0.7407%
2	214	0.7407%
2	215	0.7407%
2	216	0.7407%
2	217	0.7407%
2	218	0.7407%
2	219	0.7407%
2	220	0.7407%
2	221	0.7407%
2	222	0.7407%
2	223	0.7407%
2	224	0.7407%
2	225	0.7407%
2	226	0.7407%
2	227	0.7407%
2	228	0.7407%
2	229	0.7407%
2	230	0.7407%
2	231	0.7407%
2	232	0.7407%
2	233	0.7407%
2	234	0.7407%
2	235	0.7407%
2	236	0.7407%
2	237	0.7407%
2	238	0.7407%
2	239	0.7407%
2	240	0.7407%
2	241	0.7407%
2	242	0.7407%
2	243	0.7407%
2	244	0.7407%
2	245	0.7407%
2	246	0.7407%
2	247	0.7407%
2	248	0.7407%
2	249	0.7407%
2	250	0.7407%
2	251	0.7407%
2	252	0.7407%
2	253	0.7407%
2	254	0.7407%
2	255	0.7407%
2	256	0.7407%

2	257	
2	258	0.7407%
2	259	0.7407%
TOTAL:		0.7407%
		100.0%