

WHEN RECORDED RETURN TO:
Ivory Development, LLC
Christopher P. Gamvroulas
978 East Woodoak Lane
Salt Lake City, UT 84117
(801) 747-7440

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7/2/2018 4:41:00 PM \$48.00
Book - 10690 Pg - 3363-3370
ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 8 P.

**FIRST SUPPLEMENT
AND
AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND
RESERVATION OF EASEMENTS
FOR
HYDE POINT PHASE 2**

This First Supplement and Amendment to the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Hyde Point Phase 2 (collectively "First Supplement") is made and executed by Ivory Development, LLC., a Utah limited liability company, of 978 East Woodoak Lane, Salt Lake City, UT 84117 (the "Declarant").

RECITALS

A. Whereas, the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Hyde Point Phase 1 was recorded in the office of the County Recorder of Salt Lake County, Utah on June 6, 2017 as Entry No. 12550426 in Book 10565 at Pages 1594-1649 of the official records (the "Declaration").

B. Whereas the related Plat Map for Phase 1 has also been recorded in the office of the County Recorder of Salt Lake County, Utah (the "Phase 1 Final Plat").

C. Whereas, under Article 4 of the Declaration, Declarant reserved an option to unilaterally expand the Subdivision.

D. Whereas, under Article 18 of the Declaration, Declaration reserved the right to unilaterally amend the Declaration.

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

E. Whereas, under the provisions of the Declaration, Declarant expressly reserved the absolute right to (1) expand the application of the Declaration to other real property and (2) amend the Declaration.

F. Whereas, Declarant desires to expand the subdivision by creating on the Phase 2 Property additional Lots and to amend the Declaration by adding or updating the Street Tree Planting Guide.

G. Whereas, Declarant now intends that the Phase 2 Property shall become subject to the Declaration and that the Declaration shall be amended as follows.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the subdivision and the Lot Owners thereof, Declarant hereby executes this First Supplement to the Declaration.

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 Reservation of Easements for Hyde Point Phase 2.

b. **Phase 2 Map** shall mean and refer to the Plat Map of Phase 2 of the Project, prepared and certified to by Robbin J. Mullin, a duly registered Utah Land Surveyor holding Certificate No. 368356, and filed for record in the Office of the County Recorder of Salt Lake County, Utah concurrently with the filing of this First Supplemental Declaration.

c. **Subdivision** shall mean and refer to Hyde Point Phases 1 and 2, as it may be supplemented from time to time.

d. **Street Tree Planting Guide** shall mean and refer to Exhibit "B" attached hereto and incorporated herein by this reference.

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 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 Phase 2 Property shall be annexed to and become subject to the 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-2 subject to this 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, twenty-three (23) new Lots, Numbers 28-50 are or will be constructed and/or created in the Project on

the Phase 2 Property. Upon the recordation of the Phase 2 Map and this First Supplemental Declaration, the total number of Lots in the Project will be fifty (50) The additional Lots (and the homes to be constructed therein) are or will be substantially similar in construction, design and quality to the Lots and homes in the prior Phase.

5. **Planting of Street Trees.** The planting of street trees in the Subdivision shall be strictly in accordance with the Street Tree Planting Guide, Exhibit "B" attached.

6. **Water Wise Guidelines.** The Water Wise Guidelines are attached hereto, marked Exhibit "C," and incorporated herein by this reference.

7. **Change of Date for Completion of Landscaping.** Article 8.6.A of the Declaration is hereby modified to allow landscaping to be completed within one (1) year of the date of closing.

8. Section 8.6 J is hereby modified as follows:

Updated Definition for Term "Controlled Surfaces" for Park Strips and Front Yards. Park strips and front yards (i.e., the area on the Lot between the street and the front plane of the dwelling) comprised primarily or substantially of "Controlled Surfaces" are prohibited. For purposes of this Section 14.11, "Controlled Surface" shall mean and refer to concrete, masonry products, pavers, brick, stone, cobblestone, tile, terrazzo, slabs, slate, rock, pebbles, gravel, wood, woodchips, bark, decking, artificial turf, and other artificial and/or impermeable products. Concrete parking pads and/or approaches may be installed with the prior written approval of the Management Committee. Gravel or other loose material in parking pads and approaches is prohibited. Any material changes or modification to previously approved landscape shall require prior written consent of the management committee.

9. Section 8.6 is hereby modified to add the following language:

(o) **Restricted Landscape Zones Required.**

(1) To protect and preserve the integrity of the footings and foundations for the dwellings and other structures constructed within the Project, no sod or other water-intensive plants shall directly be planted around any foundation. A Lot landscape plan shall provide for and each Owner shall be responsible to maintain a minimum of five (5) feet between the exterior of the foundation and any sod or other water-intensive plants ("Restricted Landscape Zone"). If approved as part of the Owner's landscape plan, the Restricted Landscape Zone may be used as a planting bed, subject to restrictions in the Master Declaration and these Rules regarding slope, grading, and drainage, and subject to the restrictions below regarding irrigation systems.

(2) To preserve and protect the integrity of the footings, foundations, and exteriors for the dwellings and other structures constructed within the Project, irrigation/sprinkler system spray heads, lines, valves and, stop & waste valves are to be placed outside of the Restricted Landscape Zone. Rain gutter downspout discharges are to be placed a minimum of ten (10) feet from the foundations of the dwelling. Only hand watering or drip irrigation is allowed within the Restricted Landscape Zone. Additionally, an Owner shall be responsible to ensure that water spray from an irrigation/sprinkler head does not hit the foundation, dwelling exterior, or within the five (5) foot Restricted Landscape Zone.

10. Article 14.10 is hereby modified as follows:

Association is Not Responsible for Snow and Ice Removal. The Association is not responsible for snow and ice removal. Snow and ice removal is the responsibility of each Lot Owner.

11. **Severability.** If any provision, paragraph, sentence, clause, phrase, or word of this First Supplement should under any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the First Supplement, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

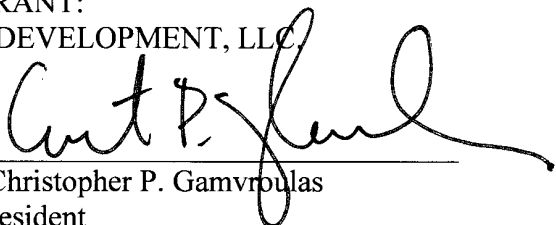
12. **Topical Headings and Conflict.** The headings appearing at the beginning of the paragraphs of this First Supplement are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this First Supplement of any paragraph or provision hereof. In case any provisions hereof shall conflict with Utah law, Utah law shall be deemed to control.

13. **Effective Date.** This annexation shall take effect upon the recording of this instrument and the Final Plat in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 10 day of ~~May~~, 2018.

~~MAY~~
JUNE

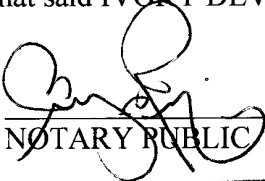
DECLARANT:
IVORY DEVELOPMENT, LLC

By: 
Name: Christopher P. Gamvroulas
Title: President

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 19th day of ~~May~~ JUNE, 2018 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

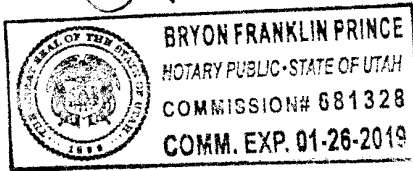


EXHIBIT "A-2"

**LEGAL DESCRIPTION
BOUNDARY - HYDE POINT PHASE 2**

The Property referred to in the foregoing document as the Hyde Point Phase 2 or the Phase 2 Property is located in Salt Lake County, Utah and is described more particularly as follows:

BEGINNING AT A POINT THAT IS THE WEST ¼ CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, FROM SAID POINT OF BEGINNING, THE FOLLOWING CALLS:

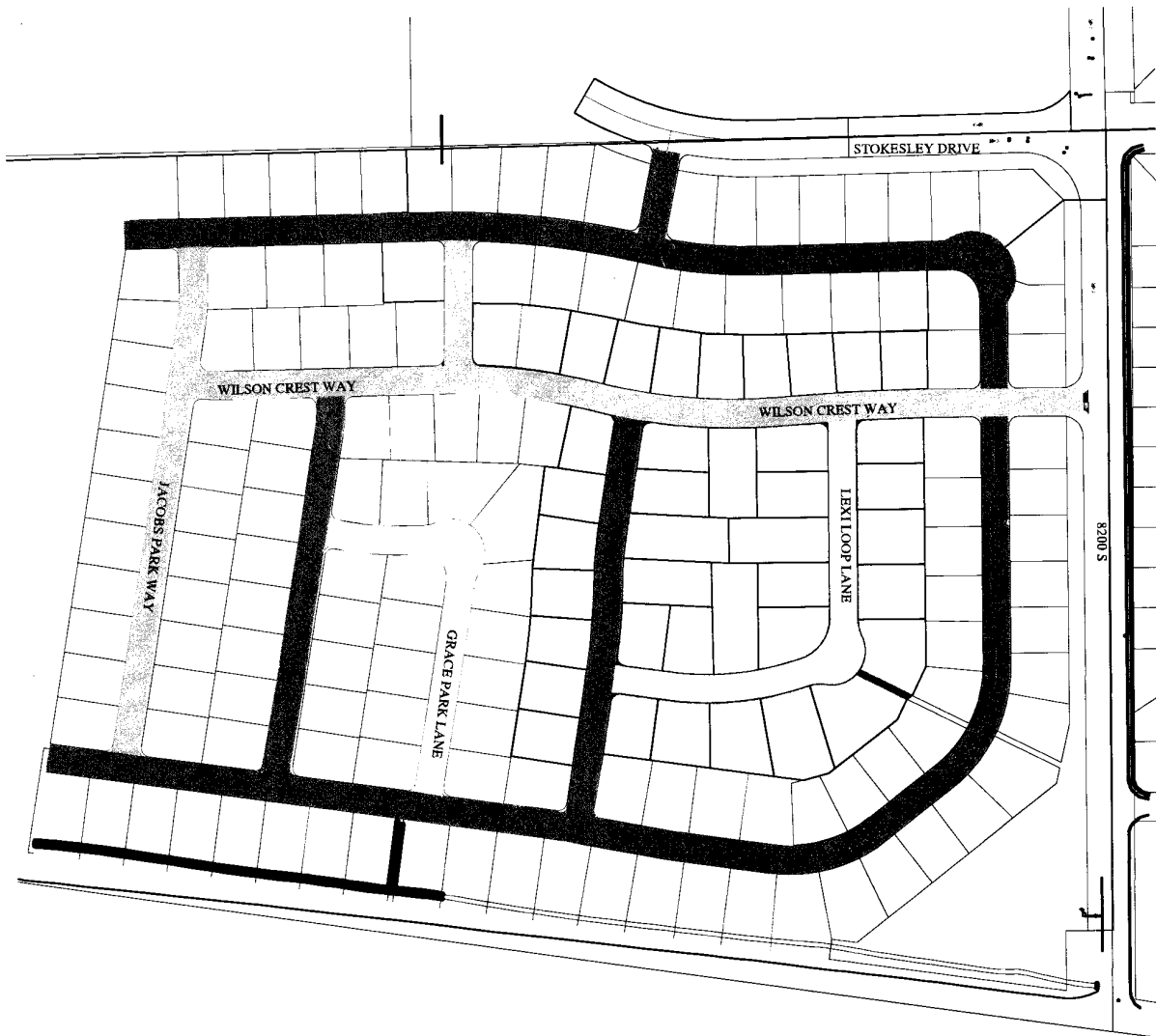
Thence, S 89° 56' 28" E for a distance of 121.41 feet to a point on a line. Thence, S 00° 03' 32" W for a distance of 74.90 feet to a point on a line. Thence, S 37° 50' 45" E for a distance of 130.83 feet to the beginning of a non-tangential curve. Said curve turning to the left through 74° 38' 06", having a radius of 60.00 feet, a length of 78.16 feet and whose long chord bears S 14° 05' 57" W for a distance of 72.75 feet to the beginning of a non-tangential curve. Said curve turning to the right through an angle of 22° 11' 30", having a radius of 75.00 feet, a length of 29.05 feet, and whose long chord bears S 12° 07' 21" E for a distance of 28.87 feet. Thence, S 01° 01' 36" E for a distance of 38.10 feet to a point on a line. Thence, S 87° 38' 13" E for a distance of 50.09 feet to a point on a line. Thence, N 88° 58' 24" E for a distance of 105.00 feet to a point on a line. Thence, S 01° 01' 36" E for a distance of 295.70 feet to a point on a line. Thence, S 01° 57' 24" W for a distance of 93.70 feet to a point on a line. Thence, S 08° 38' 30" W for a distance of 116.23 feet to a point on a line. Thence, S 12° 42' 40" W for a distance of 68.06 feet to a point on a line. Thence, S 10° 26' 13" W for a distance of 76.16 feet to a point on a line. Thence, S 07° 03' 38" W for a distance of 78.89 feet to a point on a line. Thence, S 01° 05' 40" W for a distance of 77.64 feet to a point on a line. Thence, S 05° 30' 08" W for a distance of 50.15 feet to a point on a line. Thence, S 01° 00' 21" E for a distance of 106.86 feet to a point on a line. Thence, S 88° 59' 39" W for a distance of 105.00 feet to a point on a line. Thence, S 88° 59' 39" W for a distance of 50.00 feet to a point on a line. Thence, N 01° 00' 21" W for a distance of 47.30 feet to a point on a line. Thence, S 88° 59' 39" W for a distance of 110.00 feet to a point on a line. Thence, N 01° 00' 20" W for a distance of 413.65 feet to the beginning of a non-tangential curve. Said curve turning to the right through an angle of 12° 27' 26", having a radius of 595.16 feet, a length of 129.40 feet, and whose long chord bears S 24° 58' 12" W for a distance of 129.14 feet to a point of intersection with a non-tangential line. Thence, N 58° 48' 05" W for a distance of 70.00 feet to the beginning of a non-tangential curve. Said curve turning to the left through an angle of 32° 12' 16", having a radius of 525.16 feet, a length of 295.18 feet and whose long chord bears N 15° 05' 47" E for a distance of 291.31 feet. Thence, N 01° 00' 21" W for a distance of 479.69 feet to the beginning of a curve. Said curve turning to the left through an angle of 50° 03' 42", having a radius of 100.00 feet, a length of 87.37 feet and whose long chord bears N 26° 02' 12" W for a distance of 84.62 feet to a point of intersection with a non-tangential line. Thence, N 89° 37' 36" E for a distance of 70.81 feet to a point on a line. thence N 01° 01' 02" W a distance of 60.80 feet to the POINT OF BEGINNING

SAID PROPERTY CONTAINS 8.72 ACRES MORE OR LESS AND 23 LOTS

Parcel Numbers: 20-34-302-005 thru 013
 20-34-303-003 thru 011
 20-34-307-001 thru 006
 20-34-308-001

EXHIBIT "B"
STREET TREE GUIDELINES

See Planting Notes and Plant List on following page(s), which are incorporated herein by this reference. No substitutions, changes or modifications are allowed without the express prior written consent of the Declarant.



TREE LEGEND

SYMBOL	BOTANICAL/COMMON NAME
	ACER PSEUDOPLATANUS SYCAMORE MAPLE
	CELTIS OCCIDENTALIS COMMON HACKBERRY
	QUERCUS MUEHLENBERGII CHINKAPIN OAK

**STREET TREE
PLANTING PLAN**

HYDE POINT DEVELOPMENT

In Site
DESIGN GROUP
LANDSCAPE ARCHITECTURE AND PLANNING
1100 W. 10TH AVENUE
DENVER, CO 80202

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