

WHEN RECORDED RETURN TO:

Jon McGuire
Ivory Development
978 E. Woodoak Lane
Salt Lake City, Utah 84117

ENT 138086:2006 PG 1 of 8
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Oct 17 12:02 pm FEE 261.00 BY SW
RECORDED FOR IVORY DEVELOPMENT

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR CRANBERRY FARMS SUBDIVISION**

Plat A, B, C, D

This First Amendment to Declaration of Protective Covenants for Cranberry Farms Subdivision is made and executed by IVORY DEVELOPMENT, LLC, of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Developer"), with reference to the following:

RECITALS

Whereas, the Declaration of Protective Covenants for Cranberry Farms Subdivision was recorded in the office of the County Recorder of Utah County, Utah on November 9, 2004, as Entry No. 126542;2004 of the Official Records of the County Recorder of Utah County, Utah (the "Declaration").

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

Whereas, the First Supplement to the Declaration of Protective Covenants for Cranberry Farms B Subdivision was recorded in the office of the County Recorder of Utah County, Utah on May 16, 2005 as Entry No. 52148;2005 of the Official Records of the County Recorder of Utah County, Utah (the "First Supplement").

Whereas, the related Plat Map for Phase B of the Project has also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the Second Supplement to the Declaration of Protective Covenants for Cranberry Farms C Subdivision was recorded in the office of the County Recorder of Utah County, Utah on March 15, 2006 as Entry No. 30313;2006 of the Official Records of the County Recorder of Utah County, Utah (the "Second Supplement").

Whereas, the related Plat Map for Phase C of the Project has also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the Declarant reserved the unilateral right to amend this Declaration.

Whereas, this document affects the real property located in Utah County, Utah, described with particularity on Exhibit "A", attached hereto and incorporated herein by this reference.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Lot Owners thereof, the Association hereby executes this First Amendment to Declaration of Protective Covenants for Cranberry Farms Subdivision for and on behalf of all of the Lot Owners.

1. Amendments The Declaration is amended as follows:

a. **Designs, Plans and Specifications.** Architectural designs, plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the ARC for review and approval. Information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction should be submitted if applicable. Designs submitted for approval shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

1) Easements. Easements for utilities, the Entry Monument, drainage systems and facilities, and irrigation are reserved hereby and on the recorded Plat. 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 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, the Developer and/or the Association expressly reserve the right to enter onto the property to restore the area at the cost of the Owner, and without being guilty of a trespass. In addition, the easement and right of way area of or on each Lot, including by way of illustration but not limitation, the Entry Monument, in whole or in part, utilities, drainage systems and facilities, and irrigation, and all improvements within said area shall be maintained continuously by the Owner of the property, at his sole expense, excepting those improvements for which a public authority or utility company is expressly responsible.

b. **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:

1) Signs. No signs, billboards or advertising structures or devices of any kind may be built, installed or displayed on the Property or any Lot except for a single sign with a maximum size of 2' x 2' for specific purpose of advertising the sale of a Dwelling Unit; provided, however, this restriction does not apply to

and is not binding upon the Developer, who may use whatever signs it deems appropriate to market its Lots. "For Rent" or "For Lease" signs in the Common Area, on a Lot, or showing from a Dwelling Unit are strictly prohibited.

2) 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.

c. **Owner-Occupied.** In order to maintain the value of the purchased property and subdivision, a Dwelling Unit must be owner-occupied for a period of at least one (1) year after closing. The term "owner-occupied" shall mean a Unit occupied by one of the following: (a) The vested owner (as shown on the records of the Utah County Recorder); (b) The vested owner and/or his spouse, children or siblings; or (c) The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner (provided, such person holds a beneficial interest in such legal entity of at least 50.0%) and/or his spouse, children or parents.

d. **Leases.** Each Owner agrees, by the acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the purchased property and the subdivision, the leasing and renting of Dwelling Units is subject to the following covenants, conditions and restrictions:

1) Renting rules and regulations adopted by the Management Committee, as they may be amended from time to time.

2) No Owner may lease or rent his Dwelling Unit for a period of one (1) year from the date of closing.

3) No Owner shall be permitted to lease his Dwelling Unit for short term, transient, hotel, vacation, seasonal or corporate use purposes. For purposes of this section the term "short term" shall be considered to be any rental with an initial term of less than six (6) months. Daily or weekly rentals are expressly prohibited. No Owner may lease individual rooms to separate Persons or less than his entire Dwelling Unit, including by way of illustration but not limitation letting a room to domestic help or a caretaker, without the prior express written consent of the Management Committee.

4) "For Rent" or "For Lease" signs are prohibited.

5) The Management Committee must approve in writing all lease and rental agreements as to form. Any lease or rental agreement not approved or in violation of the Project Documents shall be considered "non-conforming" and, as such, voidable by the Management Committee.

6) The Association may also require that Owners use lease forms or addenda, such as the Crime Free Addendum or the Project Addendum, approved by the Association (or include specific terms in their leases); and the ARC may impose a review or administration fee on the lease or transfer of any Lot.

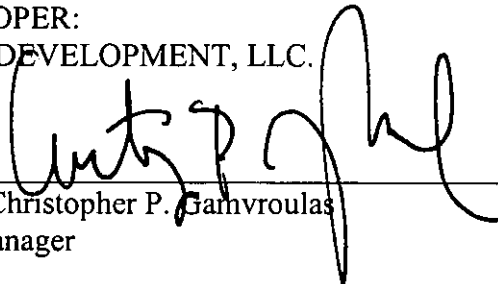
7) Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to his Dwelling Unit.

e. **Transfer Fee.** Each Owner agrees, by the acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the purchased property and the subdivision, to pay to the Association a sum equal to five percent (5%) of the gross sales price on the Lot as a transfer fee if his Lot is sold or if he enters into a lease/option or other similar agreement on the Lot during the initial one (1) year period after the date of closing.

2. Effective Date. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

Dated the 28 day of September, 2006.

DEVELOPER:
IVORY DEVELOPMENT, LLC.

By: 
Name: Christopher P. Gamvroulas
Title: Manager

ACKNOWLEDGMENT

STATE OF UTAH)
SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 28 day of September, 2006 by Christopher P. Gamvroulas, the Manager of IVORY DEVELOPMENT, LLC, a Utah limited partnership, and said he duly acknowledged to me that said IVORY DEVELOPMENT, LLC. executed the same.

Donna Perkins

NOTARY PUBLIC
Residing at: Salt Lake
My Commission Expires: 5/30/2010

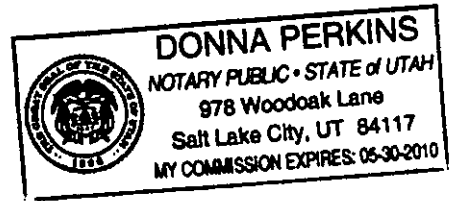


Exhibit "A"
LEGAL DESCRIPTION

CRANBERRY FARMS SUBDIVISION

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

Proposed PLAT "A", CRANBERRY FARMS SUBDIVISION, more particularly described as follows:

A portion of the Northwest quarter of Section 6, Township 5 South, Range 1 East, and the Northeast quarter of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the West quarter corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North $0^{\circ}14'20''$ West along the section line 129.72 feet; thence North $51^{\circ}20'00''$ West 190.84 feet; thence North $89^{\circ}42'00''$ East 104.57 feet; thence North $0^{\circ}13'49''$ West 102.49 feet; thence North $19^{\circ}01'46''$ East 59.27 feet; thence North $0^{\circ}35'25''$ West 70.00 feet; thence North $89^{\circ}46'11''$ East 99.68 feet; thence North $81^{\circ}57'50''$ East 60.59 feet; thence North $89^{\circ}46'11''$ East 98.92 feet; thence North $0^{\circ}49'52''$ West 63.42 feet; thence along the arc of an 840.00 foot radius curve to the right 501.80 feet through a central angle of $34^{\circ}13'40''$ (chord: North $16^{\circ}16'58''$ East 494.38 feet); thence North $33^{\circ}23'48''$ East 39.45 feet to the Westerly right-of-way line of the Union Pacific Railroad; thence South $41^{\circ}55'00''$ East along said right-of-way 1,065.66 feet; thence along the arc of a 61,150.00 foot radius curve to the left 351.13 feet through a central angle of $0^{\circ}19'44''$ (chord: South $42^{\circ}04'52''$ East 351.12 feet) to the quarter section line; thence South $89^{\circ}48'10''$ West along the quarter section line 1,338.45 feet to the point of beginning.

**Exhibit "A" CONT.
LEGAL DESCRIPTION**

CRANBERRY FARMS SUBDIVISION

**PROPOSED BOUNDARY
OF
PLAT "B"**

A portion of the Northwest 1/4 of Section 6, Township 5 South, Range 1 East, and the Northeast 1/4 of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N0°14'20"W along the Section line 249.50 feet and West 43.94 feet from the West 1/4 Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence S89°42'00"W 104.57 feet; thence N51°20'00"W 2.93 feet; thence N79°31'00"W 1.03 feet; thence N51°18'42"W 2.37 feet; thence N81°12'51"W 5.45 feet; thence S68°23'37"W 1.80 feet; thence N79°31'00"W 108.32 feet; thence N10°07'53"E 99.92 feet; thence northwesterly along the arc of a 1,200 foot radius non-tangent curve concave northeasterly 29.77 feet (radius bears: N10°07'53"E) through a central angle of 1°25'18" (chord: N79°09'28"W 29.77 feet); thence N78°26'49"W 100.26 feet; thence N22°52'18"E 57.11 feet; thence N19°01'32"W 372.71 feet; thence N3°10'46"E 57.42 feet; thence N9°37'31"W 102.13 feet; thence S80°22'29"W 20.00 feet; thence N9°37'31"W 97.55 feet; thence N25°25'47"W 58.20 feet; thence N9°37'31"W 100.00 feet; thence N80°22'29"E 56.33 feet; thence N19°01'32"W 90.67 feet; thence northwesterly along the arc of a 15.00 foot radius curve to the left 21.10 feet through a central angle of 80°35'59" (chord: N59°19'32"W 19.40 feet); thence N9°37'31"W 56.00 feet; thence N80°22'29"E 17.89 feet; thence N9°37'31"W 100.00 feet; thence S80°22'29"W 60.00 feet; thence N9°37'31"W 54.73 feet; thence N19°15'03"W 30.02 feet; thence N12°53'17"W 100.31 feet; thence N30°00'31"W 57.39 feet; thence N72°37'26"E 26.92 feet; thence northeasterly along the arc of a 356.00 foot radius curve to the right 52.27 feet through a central angle of 8°24'42" (chord: N76°49'47"E 52.22 feet); thence N81°02'08"E 161.13 feet; thence N8°57'52"W 100.07 feet; thence N81°02'02"E 156.75 feet; thence S41°55'00"E 1.068.47 feet; thence S33°23'48"W 39.45 feet; thence southwesterly along the arc of a 840.00 foot radius curve to the left 501.80 feet through a central angle of 34°13'40" (chord: S16°16'58"W 494.38 feet); thence S0°49'52"E 63.42 feet; thence S89°46'11"W 98.92 feet; thence S81°57'50"W 60.59 feet; thence S89°46'11"W 99.68 feet; thence S0°35'25"E 70.00 feet; thence S19°01'46"W 59.27 feet; thence S0°13'49"E 102.49 feet to the point of beginning.

Contains: 22.34+/- acres

**Exhibit "A" CONT.
LEGAL DESCRIPTION**

CRANBERRY FARMS SUBDIVISION

PROPOSED CRANBERRY FARMS PLAT "C"

A portion of the NE1/4 of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southwest Corner of Lot 224, Plat "B" CRANBERRY FARMS SUBDIVISION according to Official Plat thereof, said point also being located N0°14'20"W along the Section line 272.33 feet and West 267.13 feet from the West 1/4 Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence N79°31'00"W 218.40 feet; thence S40°37'23"W 224.68 feet; thence N85°26'42"W 69.95 feet; thence S35°47'28"W 99.10 feet; thence S72°18'58"W 188.94 feet; thence N73°46'14"W 77.65 feet; thence S48°18'38"W 77.05 feet; thence N78°19'29"W 57.37 feet; thence N11°45'33"E 69.87 feet; thence N16°58'08"E 315.78 feet; thence N1°23'27"E 341.71 feet; thence N28°13'21"W 93.92 feet; thence N63°00'08"E 115.59 feet; thence N74°19'05"E 100.17 feet; thence N49°00'19"E 60.39 feet; thence N80°22'29"E 323.18 feet; thence S9°37'31"E 102.13 feet; thence S3°10'46"W 57.43 feet; thence S19°01'32"E 372.71 feet; thence S22°52'18"W 57.11 feet; thence S78°26'49"E 100.26 feet; thence along the arc of a 1,200.00 foot radius curve to the left 29.77 feet through a central angle of 1°25'18" (chord: S79°09'28"E 29.77 feet); thence S10°07'53"W 99.92 feet to the point of beginning