

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

**SECOND SUPPLEMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
AND EASEMENTS FOR PARKSIDE AT IVORY RIDGE PLAT C**

This Second Supplement to the Declaration of Covenants, Conditions and Restrictions, and Easements for Parkside at Ivory Ridge Plat C 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 Parkside at Ivory Ridge Plat A, a planned community development, was recorded in the office of the County Recorder of Utah County, Utah on July 29, 2008 as Entry No. 85089:2008 at Pages 1-52 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.

Whereas the First Supplemental Declaration and the related Map for Plat B of the Project have also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, under Section 15 of the Declaration, Declarant reserved the unilateral right to expand the Project to annex additional land and expand the application of 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-3" attached hereto and incorporated herein by this reference (the "Plat C Property").

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

Whereas, the Declarant now intends that the Plat C 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 C Property shall become subject to the Declaration.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Lot Owners thereof, Declarant hereby executes this Second Supplement to the Declaration of Covenants, Conditions and Restrictions, and Easements for Parkside at Ivory Ridge Plat C.

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

- A. **Private Back Yard Space** shall mean and refer to those semi-private back yard areas designated in the Plat C Map by cross hatching as reserved for the use of a certain Lot Owner or Owners to the exclusion of the other Lot Owners.
- B. **Plat C Map** shall mean and refer to the Map of Plat C of the Project, prepared and certified to by Brad A. Llewelyn, 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 Second Supplemental Declaration.
- C. **Second Supplemental Declaration** shall mean and refer to this Second Supplement to the Declaration of Covenants, Conditions and Restrictions, and Easements for Parkside at Ivory Ridge Plat C.
- D. **Subdivision** shall mean and refer to the planned community development known as Parkside at Ivory Ridge Plat A, Plat B and Plat C, 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-3 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 C Property shall be annexed to and become subject to the Master Declaration and this Second Supplemental Declaration, which, upon recordation of this Second Supplemental Declaration, shall

constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-3 subject to the Master Declaration and this Second 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 C Map, twenty-nine (29) new Lots, Numbers 301- 329, Common Area and other improvements of a less significant nature are or will be constructed and/or created in the Project on the Plat C Property. In addition, some of the Lots in the Plat C Property will contain Private Back Yard Space with fencing and landscaping as shown by cross hatching on the Plat C Map. Upon the recordation of the Plat C Map and this Second Supplemental Declaration, the total number of Lots in the Project will be sixty-four (64). 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. **Private Back Yard Space.** Some of the Lots in the Plat C Property will have semi-private back yard space which they will share with their immediate neighbors ("Private Back Yard Space"). The Private Back Yard Space is that portion of the Common Area cross hatched on Plat C whose use is assigned exclusively to a Lot or Lots.

a. **No Partitioning or Separating Private Back Yard Space From Appurtenant Lots.** A Private Back Yard Space may not be partitioned from the Lot to which it is appurtenant and the right of such exclusive use of said Private Back Yard Space shall not be separated from the Lot to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such right and restrictions of said exclusive use shall automatically accompany the transfer of the Lot to which it relates.

b. **Designation of Private Back Yard Space on Plat C Map.** The exclusive use of Private Back Yard Space is hereby reserved to the Lot or Lots to which it is assigned by cross hatching on the Plat C Map.

c. **Maintenance.** Unless otherwise specifically and expressly stated herein or agreed in writing with the Board of Directors, the Association shall maintain, repair and replace all of the Private Back Yard Space.

d. **Alterations.** No alterations may be made to Private Back Yard Space or improvements constructed therein without the prior written consent of the Board of Directors. Any alterations made without such approval shall be considered nonconforming and must be removed, at the violator's sole expense, upon demand and the property restored to its former condition.

e. **Rules and Regulations Governing.** Because the use of the Private Back Yard Space is shared, rules and regulations are not only worthwhile but absolutely necessary for everyone's comfort and enjoyment; accordingly, the Private Back Yard Space is subject to the right of the Board of Directors to control, regulate and restrict the use and maintenance thereof by administrative rules and regulations.

f. **Access.** The Board of Directors shall have the right, power and authority to access the Private Back Yard Space from time to time during reasonable hours and after reasonable notice to the occupant of the property being entered, as may be necessary for the maintenance of the Private Back Yard Space, including by way of illustration but not limitation the fencing and landscaping or for making emergency repairs necessary to prevent damage to person or property.

g. **Maintenance Standards.** The Private Back Yard Space shall be maintained in a clean, functional, safe, sanitary, attractive, and good condition, consistent with the Community Standards at Ivory Ridge.

h. **Landscaping.** All landscaping in the Private Back Yard Space shall be maintained and cared for by the Association and in a manner consistent with the standards of design and quality originally established by Developer throughout Ivory Ridge and in accordance with any City landscaping maintenance plans or ordinances, and shall be considered a Common Expense; that is, the cost shall be shared equally by all of the Lot Owners in the Plat C Property.

(1) The Declarant will complete the initial landscaping of the Common Area, including the street trees and Private Back Yard Space, which will establish the standard. The Declarant shall also prepare Landscaping Guidelines.

(2) The Landscaping Guidelines shall set forth specific standards, controls, and restrictions on all landscaping of the Plat C Property. The initial Landscaping Guidelines are attached hereto, marked Exhibit "B," and incorporated herein by this reference. The Landscaping Guidelines may be modified by the Board of Directors from time to time.

(a) All landscaping shall be maintained in a safe, sanitary and aesthetic condition.

(b) No Owner shall do any work or make any alterations or changes to the landscaping which would jeopardize the soundness or safety of the property, reduce its value or impair any easement or hereditament, without in every such case the prior written consent of the Board of Directors and all the other Lots appurtenant to the Private Back Yard Space.

(c) Any and all weeds, or diseased or dead lawn, trees, shrubbery, ground cover and plantings shall be removed and replaced with comparable plantings in a timely manner.

(d) All grass shall be mowed and edged.

(e) All trees, bushes and shrubs shall be pruned in a professional manner.

(f) The landscaping and/or maintenance of the Private Back Yard Space shall not be permitted to affect adversely the value or use of any Lot, or to detract from the uniform design and appearance of the Project.

(g) If landscaping maintenance, repair or replacement is caused by the act or omission of a Lot Owner, then it shall be his duty to pay for the cost of the work. If two or more Lot Owners are responsible for the damage, then it shall be considered a party obligation; that is, the expense for such maintenance, repair or replacement shall be borne by the parties proportionately. Any such re-landscaping, maintenance, repairing or rebuilding of the party fence shall be on the same location, and of the same size, and with the same quality of construction and materials, as the original landscaping. If there is a disagreement among the parties as to the necessity or extent of the maintenance or repairs or the responsibility of the parties, then the dispute must be submitted to the Board of Directors for resolution, and the decision of the Board of Directors shall in all instances be considered binding, final and conclusive.

(h) If it is determined that any responsible Owner has failed or refused to discharge properly his obligation to pay for such re-landscaping, maintenance, repair, or replacement, or that the need for such work is caused through his willful or negligent act, then the Association may, but is not obligated to, provide such re-landscaping, maintenance, repair, or replacement at the defaulting or responsible Owner's sole cost and expense (the "Default Landscaping Maintenance Cost"). The Default Landscaping Maintenance Cost shall be considered the debt of such defaulting or responsible Owner at the time the expense is paid and shall be collectible as such. A lien may be filed against his interest in the Property to secure payment (and foreclosed in accordance with Utah law and the Declaration) and shall not be considered a slander of title or wrongful lien.

i. **Fencing.** Each Owner is responsible to maintain, repair and replace that portion of the fencing in the Private Back Yard Fencing adjoining his Lot. The fencing shall be maintained in a state of good condition and repair.

(1) In order to maintain uniformity of appearance and quality of construction the Owners shall use the same construction materials used by the Declarant.

(2) No Owner shall do any work or make any alterations or changes to the perimeter fence which would jeopardize the soundness or safety of the Property, reduce its value or impair any easement or hereditament, without in every such case the prior written consent of the Board of Directors and all the other Lots appurtenant to the Private Back Yard Space.

(3) If maintenance, repair or replacement affects two or more Owners, then it shall be considered a party fence. If it becomes necessary or desirable to repair or rebuild the whole or any part of such party fence, then the expense for the maintenance, repair or replacement shall be borne equally by the parties who shall at the time of the repair or rebuilding be using the party fence. Any repairing or rebuilding of

the party fence shall be on the same location, and of the same size, and with the same quality of construction and materials, as the original fence. If there is a disagreement among the parties as to the necessity or extent of repairs to a party fence, the dispute must be submitted to the Board of Directors for resolution, and the decision of the Board of Directors shall in all instances be consider binding, final and conclusive.

(4) If it is determined that any responsible Owner has failed or refused to discharge properly his obligation with regard to the maintenance, repair, or replacement of his share of the perimeter fencing, or that the need for maintenance, repair, or replacement thereof is caused through the willful or negligent act of any person, then an aggrieved Owner may, but is not obligated to, provide such maintenance, repair, or replacement at the defaulting or responsible Owner's sole cost and expense (the "Default Fencing Maintenance Cost"). The Default Fencing Maintenance Cost is the debt of such defaulting or responsible Owner at the time the expense is paid and shall be collectible as such. A lien may be filed against his interest in the Property to secure payment and shall not be considered a slander of title or wrongful lien.

j. **Damages.** If a Person causes damage to the Private Back Yard Space or any improvement therein by an act or failure to act, then if (except in the case of an emergency) after written notice and a hearing, it is determined that any responsible party has failed or refused to discharge properly his obligation with regard to the use and/or maintenance of the Private Back Yard Space, including by way of illustration but not limitation damage caused through the willful or negligent act of any Person, then the Association may, but is not obligated to, provide such maintenance, repair, or replacement at the defaulting or responsible party's sole cost and expense (the "Default Maintenance Cost"). The term "emergency" as used here means a situation or condition in which there is a threat of imminent and substantial harm to person or property. The Default Maintenance Cost is the debt of such defaulting or responsible party at the time the expense is paid and shall be collectible as such. A lien may be filed against his interest in the Property to secure payment and shall not be considered a slander of title or wrongful lien.

6. **Conflict.** In the event of a conflict between the provisions of the Declaration and this Second Supplemental Declaration the latter shall in all respects govern and control; provided, however, in the event of a conflict between the provisions of the Master Declaration and this Second Supplemental Declaration the former shall in all respects govern and control.

7. **Effective Date.** The effective date of this Second Supplemental Declaration and the Plat C 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-3"
LEGAL DESCRIPTION

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

BEGINNING AT A POINT WHICH IS N89°55'06"W 764.58 FEET ALONG THE SOUTH SECTION LINE AND N0°04'54"E 474.02 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN: SAID POINT BEING A POINT ON THE WEST BOUNDARY OF ESTATES AT IVORY RIDGE PLAT "B"; THENCE 39.27' SOUTHWESTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT ($\Delta=90^{\circ}00'00''$ CH=S45°04'54"W 35.36') ALONG THE BOUNDARY OF ESTATES AT IVORY RIDGE PLAT "B"; THENCE N89°55'06"W 457.35' ALONG THE BOUNDARY OF PARKSIDE AT IVORY RIDGE PLAT "B"; THENCE NORTHWESTERLY 44.13' ALONG THE ARC OF A 28.00' RADIUS CURVE TO THE RIGHT ($\Delta=90^{\circ}17'34''$ CH=N44°46'19"W 39.70') ALONG THE BOUNDARY OF PARKSIDE AT IVORY RIDGE PLAT "B"; THENCE N89°37'32"W 28.00' ALONG THE BOUNDARY OF SAID SUBDIVISION; THENCE S00°22'28"W 96.06' ALONG THE BOUNDARY OF SAID SUBDIVISION; THENCE N89°37'32"W 80.00' ALONG THE BOUNDARY OF SAID SUBDIVISION; THENCE S00°22'28"W 29.91' ALONG THE BOUNDARY OF SAID SUBDIVISION; THENCE N47°02'43"W 252.94'; THENCE NORTH 59.75'; THENCE EAST 98.21'; THENCE 29.80 FEET NORTHEASTERLY ALONG THE ARC OF A 100.00' RADIUS CURVE TO THE LEFT; ($\Delta=17^{\circ}04'32''$ CH=N81°27'44"E 29.69'); THENCE N72°55'28"E 16.28'; THENCE NORTHEASTERLY 38.98 FEET ALONG THE ARC OF A 128.00' RADIUS CURVE TO THE RIGHT ($\Delta=17^{\circ}27'00''$ CH=N81°38'58"E 38.83'); THENCE S89°37'32"E 57.18'; THENCE NORTHEASTERLY 43.98 FEET ALONG THE ARC OF A 28.00' RADIUS CURVE TO THE LEFT ($\Delta=90^{\circ}00'00''$ CH=N45°22'28"E 39.60'); THENCE N00°22'28"E 121.39'; THENCE S89°37'32"E 28.00'; THENCE SOUTHEASTERLY 44.13 FEET ALONG THE ARC OF A 28.00' RADIUS CURVE TO THE LEFT ($\Delta=90^{\circ}17'34''$ CH=S44°46'19"E 39.70'); THENCE S89°55'06"E 452.97'; THENCE NORTHEASTERLY 43.98 FEET ALONG THE ARC OF A 28.00' RADIUS CURVE TO THE LEFT ($\Delta=90^{\circ}00'00''$ CH=N45°04'54"E 39.60') TO A POINT ON THE BOUNDARY OF PARK ESTATES AT IVORY RIDGE PLAT "D"; THENCE S00°04'54"W 273.33' ALONG THE BOUNDARY OF SAID SUBDIVISION AND THE BOUNDARY OF PARK ESTATES AT IVORY RIDGE PLAT "B" TO THE POINT OF BEGINNING

CONTAINS: 4.38 ACRES

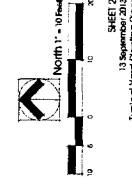
EXHIBIT "B"
INITIAL LANDSCAPING GUIDELINES

Plant List - Ivory Ridge Parkside Plat C - Typical Lot Planting

| Plant | Quantity | Notes |
|------------------|----------|-------|
| 1. 1" Cal. ... | 5 Spot | ... |
| 2. 2" Cal. ... | 5 Spot | ... |
| 3. 3" Cal. ... | 5 Spot | ... |
| 4. 4" Cal. ... | 5 Spot | ... |
| 5. 5" Cal. ... | 5 Spot | ... |
| 6. 6" Cal. ... | 5 Spot | ... |
| 7. 7" Cal. ... | 5 Spot | ... |
| 8. 8" Cal. ... | 5 Spot | ... |
| 9. 9" Cal. ... | 5 Spot | ... |
| 10. 10" Cal. ... | 5 Spot | ... |
| 11. 11" Cal. ... | 5 Spot | ... |
| 12. 12" Cal. ... | 5 Spot | ... |
| 13. 13" Cal. ... | 5 Spot | ... |
| 14. 14" Cal. ... | 5 Spot | ... |
| 15. 15" Cal. ... | 5 Spot | ... |
| 16. 16" Cal. ... | 5 Spot | ... |
| 17. 17" Cal. ... | 5 Spot | ... |
| 18. 18" Cal. ... | 5 Spot | ... |
| 19. 19" Cal. ... | 5 Spot | ... |
| 20. 20" Cal. ... | 5 Spot | ... |
| 21. 21" Cal. ... | 5 Spot | ... |
| 22. 22" Cal. ... | 5 Spot | ... |
| 23. 23" Cal. ... | 5 Spot | ... |
| 24. 24" Cal. ... | 5 Spot | ... |
| 25. 25" Cal. ... | 5 Spot | ... |
| 26. 26" Cal. ... | 5 Spot | ... |
| 27. 27" Cal. ... | 5 Spot | ... |
| 28. 28" Cal. ... | 5 Spot | ... |
| 29. 29" Cal. ... | 5 Spot | ... |
| 30. 30" Cal. ... | 5 Spot | ... |
| 31. 31" Cal. ... | 5 Spot | ... |
| 32. 32" Cal. ... | 5 Spot | ... |
| 33. 33" Cal. ... | 5 Spot | ... |
| 34. 34" Cal. ... | 5 Spot | ... |
| 35. 35" Cal. ... | 5 Spot | ... |
| 36. 36" Cal. ... | 5 Spot | ... |
| 37. 37" Cal. ... | 5 Spot | ... |
| 38. 38" Cal. ... | 5 Spot | ... |
| 39. 39" Cal. ... | 5 Spot | ... |
| 40. 40" Cal. ... | 5 Spot | ... |
| 41. 41" Cal. ... | 5 Spot | ... |
| 42. 42" Cal. ... | 5 Spot | ... |
| 43. 43" Cal. ... | 5 Spot | ... |
| 44. 44" Cal. ... | 5 Spot | ... |
| 45. 45" Cal. ... | 5 Spot | ... |
| 46. 46" Cal. ... | 5 Spot | ... |
| 47. 47" Cal. ... | 5 Spot | ... |
| 48. 48" Cal. ... | 5 Spot | ... |
| 49. 49" Cal. ... | 5 Spot | ... |
| 50. 50" Cal. ... | 5 Spot | ... |

Planting Notes

1. ...
2. ...
3. ...
4. ...
5. ...
6. ...



PARKSIDE AT IVORY RIDGE

Typical Yard Planting Plans
18 September 2013
Ivory Ridge, Utah
SHEET 2

R. MICHAEL KELLY
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