

WHEN RECORDED RETURN TO:
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Salt Lake City, Utah 84117
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Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 44 P.

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR GALENA GROVE SUBDIVISION

This Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Galena Grove Subdivision (the "Declaration") is executed by Ivory Development, LLC, a Utah limited liability company, of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Declarant"), with reference to the following:

RECITALS

A. Declarant is the owner of certain real property located in Salt Lake County, Utah described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Declarant has subdivided the Property into a subdivision consisting or to consist of thirteen (13) Lots.

C. The Property is an area of unique, natural beauty featuring distinctive terrain.

D. The Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Galena Grove Subdivision was recorded in the office of the Salt Lake County Recorder on 07-17-2013 as Entry No. 11685418 in Book 10159 at Pages 9640 of the official records (the "Original Declaration").

E. Declarant desires to provide a general plan for the development of all of the Property and for the establishment of covenants, conditions, and restrictions, all in accordance with the provisions of this Declaration.

F. The development of the Property and the construction of the improvements thereon has been, or is to be, performed in accordance with the plans contained in the Final Plat recorded or to be recorded concurrently herewith.

PIN: 27-25-154-012 through -023 and 27-25-154-001

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G. Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the Subdivision.

H. The City agreed to maintain the exterior park strip, landscaping and entry but has been unable to do so to Declarant's standards. Declarant values its well-earned reputation as a quality builder and often attempts to solve problems that it does not have either a legal or a moral obligation to resolve. Declarant desires to establish an association of lot owners to properly maintain the Common Area and Facilities. Declarant hopes that this measure will permanently resolve the maintenance concerns. More importantly, Declarant hopes that the owners will appreciate the effort that is being voluntarily made out of a desire to generate good will and enhance and protect the value and attractiveness of this uniquely attractive residential property.

I. The Declarant desires by filing this Amended and Restated Declaration of Covenants, Conditions and Restrictions to re-submit Galena Grove Subdivision and all improvements now or hereafter constructed thereon to the terms, covenants, conditions, and restrictions set forth below which shall constitute equitable servitudes and shall run with the land.

J. Lots 9-12, inclusive, GALENA GROVE SUBDIVISION, according to the official plat thereof on file in the office of the Salt Lake County Recorder, are located on Nelda Court, a private street. The Owners of said Lots are responsible at their sole expense to maintain Nelda Court. A separate Easement and Right-of-Way Maintenance Agreement will be recorded in the Office of the County Recorder of Salt Lake County, Utah, which shall run with said land.

K. Occupancy of Lots in the Subdivision will be limited to a Single Family.

COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above, the Declarant hereby covenants, agrees, and declares that the Property shall be subject to the following covenants, conditions, and restrictions:

1. Definitions. The following definitions shall apply to this Declaration:

a. "Accessory Building" shall mean and refer to any structure which is not the preliminary structure, contains at least 120 square feet, requires a building permit, is not a shed, shack, or other out-building (for which a building permit is not required), and qualifies as such under the totality of the circumstances.

b. "Assessment" shall mean and refer to any amount imposed upon, assessed, or charged an Owner.

c. "Association" shall mean and refer the association of Lot owners acting as a

group in accordance with the Declaration.

d. "Board of Directors" shall mean and refer to the governing board of the Association.

e. "Bylaws" shall mean and refer to the administrative code of rules for the administration of the Association. The initial Bylaws are attached hereto, marked Exhibit "D" and incorporated herein by this reference.

f. "Builder" shall mean Declarant, an Owner, or a contractor who obtains a construction or occupancy permit for one or more Buildings or Homes.

g. "Building" shall mean an edifice or structure designed to stand more or less permanently.

h. "City" shall mean the City of Draper a municipal corporation, located within Salt Lake Utah County, Utah.

i. "Common Area" shall mean all real property in the Project owned or controlled by the Association, including but not limited to the following items:

(1) The real property and interests in real property submitted hereby, including the entirety of the Tract and all improvements constructed thereon, excluding the individual Lots.

(2) All Common Areas and Facilities designated as such in the Final Plat;

(3) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Lot Owners, such as power, gas, water and sewer;

(4) The Project's common park strip, entry monument, landscaping, trees, shrubs, planting beds and open space; and

(5) All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned or controlled by the Association for the common benefit of its Members.

Utility installations such as power, gas, water, and sewer may be dedicated to the City and, if so, this definition shall not be construed to allow the Association to exclude the City from the ownership and control of the utility systems so dedicated.

j. "Common Expense" shall mean: (i) All sums lawfully assessed against the Owners; (ii) Expenses of administration, maintenance, repair or replacement of the Common Area and Facilities; (iii) Expenses allocated by the Association among the Owners; (iv) Expenses agreed upon as common expenses by the Association; and (d) Expenses declared common expenses by the Declaration.

k. "Dedicated Streets" shall mean and refer to those streets, roads, and cul-de-sacs within the Project formally dedicated to the City or any other municipal or governmental body politic, entity, or agency. It is anticipated that the streets in the Project will be public.

l. "Declarant" shall mean and include Ivory Development, LLC and any person or persons who might acquire title from it to all or some of the unsold Lots through purchase, assignment, or other transfer including foreclosure or deed in lieu of foreclosure; or, in the situation where any person purchases all or some of the remaining Lots in a sale in the nature of a bulk sale. The person acquiring any of such property from the Declarant shall be considered a Declarant with respect to that portion of the property so acquired and shall have the right to develop the property and/or sell such property in accordance with the terms and provisions of this Declaration; provided, however, a notice of succession shall be recorded in the Office of the Salt Lake County Recorder signed by both the current Declarant and by its successor in interest as the new Declarant.

m. "Default Assessment" shall mean an Assessment against an Owner or a Lot for failure to perform an obligation under the Project Documents or because the Association has incurred an expense on behalf of the Owner under the Declaration.

n. "Development Rights" shall mean the right granted hereunder to the Declarant, its agents, representatives, employees, successors and assigns to develop and improve the Property.

o. "Entry" shall mean the entry way into the Project.

p. "Home" shall mean and refer to the home, dwelling, residence, living unit, or separate physical part of a Lot intended for independent occupancy and use. Mechanical equipment and appurtenances located within any one Home, or located without said Home but designated and designed to serve only that Home, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Home. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Home or serving only the Unit, and any structural members, parts, components, or any other property of any kind, including fixtures or appliances within any Home shall be deemed to be part of the Home.

q. "Individual Charge" shall mean a charge levied against an Owner for all expenses resulting from the act or omission of such Person, excepting the Owner's failure to pay any Assessment. Individual Charges shall include, by way of illustration but not limitation, any expense resulting from the act or omission of any Owner including:

(1) The cost to repair any damage to any portion of the Property on account of loss or damage caused by such Person; or

(2) The cost to satisfy any expense to any other Owner, the Association or Architectural Review Committee due to any intentional or negligent act or omission of such Person, or resulting from the breach by such Person of any provisions of the Project Documents;

(3) Default Assessment; or

(4) Fine (or other sanction or penalty).

Individual charges may be secured by a lien against the Owner's interest in the property and the Association also shall have all other collection remedies, both legal and equitable, available under Utah law and this Declaration.

r. "Lot" shall mean the subdivided and recorded lot within Property, and where the context so requires any Building or Home constructed thereon.

s. "Lot Number" shall mean the number and/or letter used to identify a particular Lot.

t. "Office of County Recorder" or "County Recorder" shall mean the Office of the County Recorder of Salt Lake County, Utah.

u. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.

v. "Period of Declarant's Control" shall mean the period of time during which the Declarant has the legal right to appoint the directors of the Association, to wit: Until such time as Declarant has sold all of its Lots to third Persons or it records a written "Notice of Termination of Period of Declarant's Control," whichever first occurs.

w. "Plans and Specifications" shall mean and refer to any and all documents designed to guide or control the construction of an Improvement, or alterations, modifications, changes, additions and the like thereto, including without limitation, all documents indicating the size, shape, configuration, and/or materials to be incorporated; all site plans, excavation and grading plans, elevation drawings, floor plans, techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

x. "Project" shall mean the Foothill Park Plat B, a Revision of a portion of Seven Peaks Plat A.

y. "Property" shall mean all of real property and real property interest comprising the Subdivision.

z. "Single Family" shall mean and refer to a "single family" as that term is defined by City ordinance. In the absence of a City ordinance the term shall mean one of the following: (1) a single person, or (2) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (3) a group of not more than three (3) unrelated persons who maintain a common household, to be distinguished from a group occupying a boarding house, club, fraternity, or hotel. A Single Family may include an additional natural person or persons approved in writing by the Board of Directors, such as a caretaker or domestic help.

aa. "Subdivision" shall mean the Galena Grove Subdivision located in Salt Lake County, Utah according to the Final Plat.

2. Description, Legal Status, and Residential Nature of the Project. The Final Plat shows the Lot Number of each Lot in the Project and its location. All Lots shall be capable of being independently owned, encumbered, and conveyed, subject to all easements and encumbrances of record. It is intended that there will be thirteen (13) Lots in the Project, numbered 1-13, inclusive. The number of Lots is subject to change. This is a residential subdivision and only single family residences are allowed.

3. Area of Application. This Declaration shall apply to all of the Property.

4. Right to Expand Application. The Declarant shall have the unilateral right to expand the application of this Declaration to other property by written amendment to this Declaration duly recorded, and without additional Owner approval required.

5. Association of Lot Owners. All Lot Owners are automatically members of the Association. Membership is mandatory, shall have a permanent character and may not be partitioned from ownership of a Lot. The Association shall be managed by a Board of Directors. Each Lot shall have one vote. The Association shall be managed by a Board of Directors consisting of three (3) Lot Owners. The Owners shall elect the Directors in accordance with the Bylaws. The Board shall elect and/or appoint officers and agents of the Association, including without limitation a President, Secretary, and Treasurer. Any instrument executed by the Board of Directors that recites facts which, if true, would establish the Board of Directors' power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Association shall, in connection with its exercise of any of the powers delineated in subparagraphs (a) through (m) below, constitute a legal entity capable of dealing in its Board of Directors name. The Board of Directors shall have, and is hereby granted, the following authority and powers:

a) Access. The right, power and authority to have access to each Lot: (1) from time to time during reasonable hours and after reasonable notice to the occupant of the Lot being entered, as may be necessary for the maintenance, repair or replacement of any of the Common Areas and Facilities; or (2) for making emergency repairs necessary to prevent damage to the Common Areas and Facilities or to another Lot or Lots, provided that a reasonable effort is made to provide notice to the occupant of the Lot prior to entry.

b) Grant Easements. The authority, without the vote or consent of the Owners, Mortgagees, insurers or guarantors of any Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or regulation of the Project.

c) Execute Documents. The authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Plat Map which has been approved by the vote or consent necessary to authorize such amendment.

d) Standing. The power to sue and be sued.

e) Enter Into Contracts. The authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.

f) Transfer Interests in Real Property. The power and authority to exchange, convey or transfer any interest in real property, so long as it has been approved by at least seventy-five percent (75%) of the members of the Association.

g) Purchase Property. The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as it has been approved by at least sixty-seven percent (67%) of the members of the Association.

h) Add Property. The power and authority to add any real property, or interest therein, obtained pursuant to subparagraph (g) above to the Project, so long as it has been approved by at least sixty-seven percent (67%) of the members of the Association.

i) Borrow Money and Pledge Collateral. The power and authority to borrow money and pledge collateral so long as it has been approved by at least seventy-five percent (75%) of the Association Members.

j) Promulgate Rules. The authority to promulgate such reasonable administrative guidelines, rules, regulations, policies and procedures as may be necessary or desirable to aid the Board of Directors in carrying out any of its functions or to insure that the Project

is maintained and used in a manner consistent with the Act and this Declaration.

k) Meetings. The authority to establish procedures for the conduct of its meetings, including but not limited to the power to decide what portion of the meeting shall be open or closed to Owners or Residents not on the Board of Directors, to retire to executive session, to regulate record keeping, and to allow, control or prohibit the electronic reproduction (video or audio) of Board of Directors meetings.

l) Delegation of Authority. The power and authority to delegate its responsibilities over the management and control of the Common Areas and regulation of the Project to a professional manager, reserving the right, power and authority, however, to control and oversee the administration thereof.

m) All other Acts. The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the Board of Directors to perform its functions on behalf of the Owners.

6. Corporate Status of Association. It is intended that the Association have a corporate status, that it is properly registered with the State of Utah, and that its affairs are governed, managed and directed by a Board of Directors. The Board of Directors may unilaterally re-file the articles of incorporation of the Association if its status has been suspended or dissolved, and re-adopt the Bylaws attached hereto as Exhibit "D" by which the Association shall be administered.

7. Delegation of Management Responsibilities: The Board of Directors may delegate some of its management responsibilities to either a professional management company, an experienced on-site manager, an independent contractor, through service contracts, or any combination thereof. The Manager may be an employee or an independent contractor. The termination provision of any such contract must not require a termination penalty or any advance notice of any more than sixty (60) days, and no such contract or agreement shall be for a term greater than one (1) year. The Board of Directors may also employ general laborers, grounds crew, maintenance, bookkeeping, administrative and clerical personnel as necessary to perform its management responsibilities. Provided, however, any management contract may be terminated for cause on thirty (30) days notice without penalty or early termination fee required.

8. Easements. Declarant hereby reserves to itself and grants:

a. Common Easement. A perpetual right-of-way and non-exclusive easement over, across, and through the Project for use in common by the Declarant and Owners, subject to all of the terms, covenants, conditions and restrictions set forth herein.

b. Private Easement. A perpetual private non-exclusive easement for the

exclusive use and benefit of the Declarant and Owners.

c. Declarant's Easement. An exclusive easement to the Declarant, for itself and its affiliates and assignees, to make such use of the Project as may be necessary or convenient to perform the duties and functions hereunder, including, by way of illustration but not limitation, the construction of the improvements, Lots, and Homes in the Project.

d. Construction Easements. A temporary construction easement to the Declarant, for itself and its affiliates and assignees, over, under, across, and through the Project for the purpose of doing all things that are reasonably necessary as a part of constructing any new improvements for the Project including all physical improvements as well as all Lots and Homes. The Owners do hereby acknowledge and agree that there will be construction activities, traffic, noises, odors, and vibrations which may temporarily disrupt their quiet enjoyment of their Lots and Homes until all improvements are complete, and such Owners do hereby waive any right to object to such construction activity; provided, however, Declarant shall endeavor to use reasonable efforts to minimize the adverse impact of such construction activities on the Owners, Lots, and Homes. Declarant's construction activities pursuant to the easement granted hereunder shall not be deemed to be a violation of the Use Restrictions.

e. Locations of Facilities Easements. A non-exclusive easement to the Declarant, for itself and its affiliates and assignees, to construct, operate, maintain, repair, and replace all types of telecommunication facilities, including but not limited to, roof antennas, within suitable locations for such facilities (the "Locations of Facilities") within the Project. Declarant further reserves a right of access to the Locations of Facilities over, across, under, and through the Project in order to access the Locations of Facilities to exercise the rights established herein. Declarant reserves the perpetual right to transfer by easement, license agreement, or other conveyance the rights reserved hereunder to one or more telecommunication facilities providers. Declarant may exercise all of such rights unilaterally and without the consent of any Owner.

f. Non-Exclusive Utility Easement. A non-exclusive easement to the Declarant, and its affiliates and assignees, over, across, through, and under the Property for ingress to, egress from, and installation, replacement, repair, and maintenance of all utility and service lines and systems, including, without limitation, water, sewer, gas, telephone, electricity, and cable communication that service the Property or any portion thereof as well as any such lines and systems which service property owned by the Declarant.

g. Reservation of Rights. The deeds or other documents of conveyances for any Lot or Home within the Project hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such easements and/or licenses as are provided herein, even though no specific reference to such easements appears in any such conveyance.

h. Definition of Established Drainage Pattern. For purposes of this subsection,

the term "established drainage pattern" shall mean the drainage pattern, facilities, and improvements in existence at the time a Lot is conveyed to a home purchaser by the Declarant, its successor or assign.

i. Duty to Maintain Integrity of Established Drainage Pattern. Within these easements and rights of way, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, 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. The easement and right of way area of each Lot and all improvements within said area shall be maintained continuously by the Owner, excepting those improvements for which a public authority or utility company is expressly responsible.

j. Covenant Not To Interfere. No Owner shall interfere or attempt to interfere with the land drain system or the established drainage pattern established by the Declarant and City or their successors or assigns.

k. Improvement of Lots Relative To Established Drainage Pattern. Each Owner shall be responsible to develop, improve, and landscape his or her Lot in a manner consistent with the land drain system and the established drainage pattern, and so as not to detract from, interfere with, or impair the land drain system or the established drainage pattern on any other Lot within the Project. No changes to the land drain system or the established drainage pattern on any Lot shall be permitted without the prior written consent of the City.

l. Damage or Waste. Each Owner shall be strictly liable for any loss, damage, or claim caused to person or property in the Project caused by his negligence or carelessness, or that of his or her family members, tenants, renters, lessees, residents, occupants, guests, visitors, invitees, or permittees of his or her Lot or Home.

m. Encroachments. If any part of a Lot or Home encroaches or shall hereafter encroach upon an adjoining Lot or Home, then an easement for such encroachment and for the maintenance of the same shall and does exist. Such easements shall extend for whatever period the encroachment exists. Such encroachments shall not be considered to be encumbrances on the affected Lots or Homes. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any improvement constructed or to be constructed within the Project, by error in the Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

9. Zoning. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Subdivision land use and buildings.

10. Integrity of Common Design Scheme. Protective covenants are not only worthwhile they are absolutely necessary for everyone's comfort and enjoyment. No Owner shall be permitted to disrupt the integrity of the Declarant's original design scheme for the Subdivision, including aesthetic considerations.

12. Galena Grove Drive and Steadman Farm Cove Street Tree Plan. Owners of Lots on Galena Grove Drive and Steadman Farm Cove Street must strictly comply with the following requirements of the Galena Grove Drive and Steadman Farm Cove Street Tree Plan. A copy of the Map/Notes is attached hereto, marked Exhibit "B" and incorporated herein by this reference (See Notes on Exhibit).

- a. It shall be the responsibility of the contractor to verify quantities including trees, bark, mulch, lawn irrigation and other items shown on the plans. It shall be the contractor's responsibility to notify the owner's representative prior to construction of major discrepancies. Some adjustment in the field may be required per owner discretion.
- b. Sight triangles. No landscaping or other obstruction in excess of 3 feet above finish grade shall be allowed in the clear view area other than tree canopies pruned to a height of 4' to provide an unobstructed view for automobile drivers.
- c. Tree trunks shall be placed no closer than 5' to a fire hydrant or water meter not shown.
- d. Place trees so that the mature canopy will not interfere with light poles.
- e. The landscape contractor shall stake the location of plant material and shall have locations approved by the owner's representative prior to installation.
- f. Tree locations are subject to change based on final placement of driveways, water meters, fire hydrants and light poles.
- g. Landscape contractor responsible for fine grading in landscape areas.
- h. Landscape contractor is responsible to supply the necessary topsoil.
- i. Topsoil shall meet the following requirements: PH 5.5 to 8.0; soluble salts < 1 DS/M or MMHO/CM; sodium absorption ratio < 6; organic matter >

2%; sands 15-60; silt % < 10-60; clay % < 5-20. Contractor to provide analysis showing that topsoil meets the above standards.

j. Landscape contractor shall provide a 1 year warranty for all plantings.

k. Install planting mix at each tree location.

l. Planting mix shall be three (3) parts topsoil and one (1) part Mountain West or Miller's soil pep.

m. Contractor shall install five (5) Agriform fertilizer tablets at each tree location.

n. Areas not otherwise covered by turf, paving, ground cover or buildings shall receive a minimum of 3" thickness of shredded bark mulch as specified in the plans. A bark mulch sample shall be submitted to owner's representative for approval prior to installation.

o. Areas to receive bark mulch shall be sprayed with a contact herbicide before installation. After placement of bark mulch contractor shall apply a pre-emergent herbicide per manufacturer's recommendations.

p. Substitutions shall not be allowed unless authorized in writing by the owner's representative.

q. Owner's representative reserves the right to reject any plant material deemed unacceptable.

r. Prior to commencement of work, the contractor shall verify locations and depths of underground utility installations that may be affected by his work and shall be responsible for damages to such installations caused as a result of landscape installations.

s. Contractor shall be responsible to maintain landscape for a period of 90 days. Upon completion of the maintenance period, the owner will assume maintenance responsibilities for landscape within their property boundaries.

13. Galena Park Drive and 700 West Streetscape Plan. Owners of Lots on Galena Park Drive and 700 West must strictly comply with the following requirements of the Galena Park Drive and 700 West Streetscape Plan. A copy of the Plan/Map attached hereto, marked Exhibit "C" and incorporated herein by this reference (See Notes on Exhibit).

- a. It shall be the responsibility of the contractor to verify quantities including trees, rock mulch and other items shown on the plans. It shall be the contractor's responsibility to notify the owner's representative prior to construction of major discrepancies. Some adjustment in the field may be required per owner discretion.
- b. Sight triangles. No landscaping or other obstruction in excess of 3 feet above finish grade shall be allowed in the clear view area other than tree canopies pruned to a proper height that provides unobstructed vision for automobile drivers.
- c. The landscape contractor shall stake the location of plant material and shall have locations approved by the owner's representative prior to installation.
- d. Landscape contractor is responsible for fine grading in landscape areas.
- e. Landscape contractor is responsible to supply the necessary topsoil.
- f. Topsoil shall meet the following requirements: PH 5.5 to 8.0; soluble salts < 1 DS/M or MMHO/CM; sodium absorption ratio < 6; organic matter > 2%; sands 15-60; silt % < 10-60; clay % < 5-20. Contractor to provide analysis showing that topsoil meets the above standards.
- g. Landscape contractor shall provide a 1 year warranty for all plantings.
- h. Install planting mix at each tree location.
- i. Planting mix shall be three (3) parts topsoil, and one (1) part Mountain West or Miller's soil pep.
- j. Contractor shall install five (5) Agriform fertilizer tablets at each tree location.
- k. Areas not otherwise covered by turf, paving, ground cover or buildings shall receive a minimum of 4" thickness of rock mulch as specified in the plans. Rock mulch sample shall be submitted to owner's representative for approval prior to installation.
- l. Areas to receive rock mulch shall be covered with Dewitt Pro 5 weed barrier fabric and sprayed with a contact herbicide before installation of the

weed barrier fabric. After placement of weed barrier contractor shall apply a pre-emergent herbicide per manufacturer's recommendations.

m. Substitutions shall not be allowed unless authorized in writing by the owner's representative.

n. Owner's representative reserves the right to reject any plant material deemed unacceptable.

o. Prior to commencement of work, the contractor shall verify locations and depths of underground utility installations that may be affected by his work and shall be responsible for damages to such installations caused as a result of landscape installations.

p. Contractor shall be responsible to maintain rock mulch and trees for a period of 90 days. Upon completion of the maintenance period, the owner will assume maintenance responsibilities.

14. Minimum Requirements for Homes. No Home shall be constructed or altered unless it meets the following minimum requirements:

a. Only single family residential Homes are allowed.

b. The height of any Home shall not exceed two (2) stories above ground.

c. Slab on grade Homes are permitted.

d. Basements are permitted.

e. Garages shall provide for not less than two (2) motor vehicles.

f. The Home exteriors, in their entirety, must consist of maintenance free stucco and masonry. No aluminum or vinyl is permitted.

g. Any detached accessory building must conform in design and materials with the primary residential Home.

h. Any detached accessory building must conform in design and materials with the primary residential Home.

i. No fence or similar structure shall be placed in any front yard. No fence or similar structure shall be placed in any side or rear yard in excess of six (6) feet. Chain link fencing

is strictly prohibited.

15. Preliminary Plans. The Declarant may require, as a minimum, the following additional items:

- a. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
- b. Floor plans of each floor level to scale.
- c. Elevations to scale of all sides of the Home.
- d. One major section through Home.
- e. A perspective (optional).
- f. Specifications of all outside materials to be used on the exterior of the Home.

16. Final Plans and Specifications and Working Drawings. The Declarant may also require, as a minimum, the following:

- a. Plot plans to scale showing the entire site, building, garages, walks, drives, fence, carriage lights, and retaining walls with elevations of the existing and finished grade and contours including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
- b. Detailed floor plans.
- c. Detailed elevations, indicating all materials and showing existing and finished grades.
- d. Detailed sections, cross and longitudinal.
- e. Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc. Specifications shall give a complete description of materials to be used with supplements, addenda, or riders noting the colors of all materials to be used on the exterior of the Home.
- f. All Lot landscaping, grading, and drainage plans must be approved by the Declarant. All landscaping must be installed or completed strictly in accordance with the approved plans and so as to comply with and not impair all applicable ordinances and flood control requirements.

1. All Lot landscaping must be completed within nine (9) months of the date of completion of the date of closing on the sale of the Lot.

2. Landscaping shall include, by way of illustration but not limitation, the planting of a lawn and/or other appropriate ground cover, planting beds and flower beds, appropriate bushes and shrubs, and the planting of trees in accordance with the Street Tree Planting Plan.

3. The Declarant will provide the City with a bond for landscaping for Lots on which it builds Homes whenever possible. In the event that such a bond is provided, it shall be refunded, upon the buyer's completion of the City's landscaping requirements, inspection, and approval to the Owner.

4. By accepting a deed or other document of conveyance to a Lot, the Owner hereby agrees, acknowledges, and consents that if the Declarant is required by the City to install front yard landscaping prior to receiving a final inspection on the Lot, the Owner further agrees that the landscaping installed by Declarant is in lieu of, abrogates and cancels any 2,000 sq. ft. of sod promised on any promotional materials, including by way of illustration but not limitation, the Purchase Price Addendum and the Ivory Homes Catalogue of Homes.

5. The Owner is responsible for the initial planting of trees.

6. Trees, lawns, shrubs, or other plantings placed on a Lot shall be properly nurtured, maintained, and replaced by the Owner and at his or her sole expense.

7. Any weeds or diseased or dead lawn, trees, ground cover, bushes, or shrubs shall be removed and replaced by the Owner and at his or her sole expense.

8. All replacement trees must also satisfy the requirements of the Street Tree Planting Plan.

9. 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.

10. 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 Declarant.

11. Front, side, or rear yards constructed primarily or substantially of controlled surfaces are prohibited.

12. Should any Owner fail to comply with the provisions of this paragraph, the Declarant 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.

13. 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.

17. Accessory Buildings. Accessory Buildings are considered conditional uses. There is no right to construct or install an Accessory Building on a Lot. Written approval by the Declarant is required. Each application to construct or install an Accessory Building will be evaluated separately by the Declarant, subject to the following guidelines: (1) Any detached Accessory Building must conform in design and construction materials with the primary residential Home, and (2) The maximum height of an Accessory Building shall be 12 feet. Tin sheds are not allowed. If there is a dispute of any kind whatsoever, including whether a structure is an Accessory Building, the decision of the Declarant shall in all instances be final, conclusive, and binding

18. Architectural Control. The Board of Directors or its designee, which may be an Architectural Review Person or Committee, shall establish design guidelines and minimum standards and control the quality of construction and appearance of the Common Areas and Facilities, primarily the park strip and entry landscaping (collectively "Design Guidelines for the Park Strip and Entry"). The Declarant and upon the expiration of the Period of Declarant's Control, the Association shall have sole and full authority to change, amend, and supplement the Design Guidelines for the Park Strip and Entry as long as it owns any of the Property. In the event of a dispute, the decision of the Board of Directors or its designee shall be final, binding and conclusive.

19. Approval. In the event that the Declarant fails to approve any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be considered "denied."

20. Ivory Homes Catalogue. Any and every home design, plan, or specification contained within the Ivory Homes Catalogue shall be considered approved and qualify for construction, and no other consent shall be required, provided the home elevations meet and the home otherwise satisfies all of the architectural control requirements of the City's ordinance for planned residential developments. Any and all deviations from the Ivory Homes Catalogue, including by way of illustration but not limitation, design, construction materials, and coloration must be expressly approved in writing by the Declarant: The approval of the Ivory Homes Sales staff and/or construction personnel is insufficient.

21. No Waiver of Future Approvals. The approval of the Declarant, the Association, Board of Directors or its designee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of Declarant, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

22. Variance. The Declarant, Association, Board of Directors or its designee may authorize variances from compliance with any of the architectural guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with its duly adopted rules and regulations, and prior written consent of the City Board of Adjustment. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Declarant from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of financing shall not be considered a hardship warranting a variance.

23. Limitation of Liability. Neither the Declarant, Association, Board of Directors or its designee nor any of its employees, agents, representatives, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. By accepting a deed or other document of conveyance to a Lot, each Owner agrees to and shall defend, indemnify, save and hold the Declarant, Association, Board of Directors or its designee and its employees, agents, representatives, or consultants harmless from any and all loss, damage, or liability he or she may suffer, including defense costs and attorney fees, as a result of any claims, demands, actions, costs, expenses, awards or judgments arising out of their review or approval of architectural designs, plans, and specifications.

24. Enforcement of Architectural Guidelines. Any construction, alteration, or other work done in violation of this Declaration shall be considered to be nonconforming. Upon written request from the Declarant, Association, Board of Directors or its designee an Owner shall, at his or her own cost, and expense remove such non-conforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Declarant shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration, or other work, without being deemed to be a trespasser.

25. Contractors. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration may be excluded by the

Declarant from the Project, subject to the notice and the opportunity to be heard. In the event of sanctions after notice and hearing, neither the Declarant nor its employees, agents, representatives, or consultants shall be held liable to any person for exercising the rights granted by this Section.

26. Use Restrictions and Nature of the Project. The Property is subject to the following initial use restrictions, which shall govern both the architecture and the activities within the Project:

a. Single Family Residence. No Lot shall be used except for residential purposes. That means no more than one single family may reside in a Home.

b. Business Use. No resident may operate a commercial trade or business in or from his or her Lot with employees of any kind or with customers who are not residents of the Project, or which create or maintain a nuisance. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Lot. No commercial trade or business may be conducted in or from a Lot unless (1) the business activity conforms to all home occupation and zoning requirements governing the Project; (2) the operator has a city issued business license; and (3) the business does not create a nuisance.

c. Motor Vehicles. No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any driveway or Home or to create an obstacle or potentially dangerous condition. Motor vehicles shall be parked in the garage or driveway. No resident shall repair or restore any vehicle of any kind in, on or about any Lot, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonably parked in the garage as originally designed and constructed. All garages shall be used primarily for the parking and storage of vehicles. Parking on the street overnight is prohibited. Except for purposes of loading or unloading passengers or supplies, for a period of time not to exceed twenty-four (24) hours, all recreational, commercial, and oversized vehicles must be stored in the garage or on a parking pad; provided, however that (a) the motor vehicle is in good running condition, (b) the motor vehicle or trailer is properly licensed and registered, (c) the parking pad is located in the rear yard, which means behind the geometric plane of the front of the house, and (d) a parking pad fence has been installed in accordance with the approved plans. Eighteen wheeled semi-trailers or other similar transportation devices are not allowed. No temporary carport or canopy may be installed in the front, side, or rear of the Lot.

d. Trash Pick-Up. No Lot shall be used as a dumping ground. All trash, garbage, debris, rubbish, or other waste shall be kept in a sealed, sanitary bag or container, and stored out of sight except for a twenty-four (24) hour period on pick-up days.

e. Aerials, Antennas, and Satellite Systems. All exterior aerials, antenna and

satellite dishes (collectively "antenna") must be installed and positioned in accordance with FCC guidelines, rules and regulations, as they may be amended or supplemented from time to time.

f. Animals and Pets. Large animals as that term is defined by City ordinance are not allowed. No pets, animals, livestock, or poultry of any kind may be commercially bred in the Subdivision. Animal limitations are in accordance with the Murray City Animal Ordinance. In the event there is not city ordinance, up to two (2) domestic pets as that term is defined by city ordinance per Lot are allowed; provided, however, pets must be properly licensed and registered. Pets may not create a nuisance or violate City ordinance.

g. Laws. Nothing shall be done or kept in, on or about any Lot or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

h. Damage or Waste. Each Owner shall repair any damage he or she or any other residents, guests, or invitees of his or her Lot may cause to another Owner, Lot, or Home, and promptly restore the property to its original condition.

i. 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 Home; provided, however, this restriction does not apply to and is not binding upon the Declarant, who may use whatever signs it deems appropriate to market its Lots. "For Rent" or "For Lease" signs on a Lot or showing from a Home are strictly prohibited.

j. Zoning. All land use and buildings shall be in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Project land use and buildings.

k. Nuisances. No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother, or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property. A violation of any use restriction set forth herein shall be considered a nuisance.

l. Temporary Structures. No structure of a temporary nature or character, including but not limited to any trailer, shack, shed, tent, garage, barn, or other out-building shall be constructed, installed, or used on any Lot at any time as a residence.

m. Existing House. The Subdivision and improvements have been intentionally designed around an existing house, garage, barn, tennis court, and other physical improvements of a less significant nature. These property rights shall be properly acknowledged and respected.

27. Leases. No Owner shall be permitted to lease his or her Home for 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 the entire Home. "For Rent" or "For Lease" signs are prohibited. 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 or her Home.

28. View Impairment. The Declarant does not guarantee or represent that any view over and across any property, including any Lot or Building will be preserved without impairment. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

29. Common Utilities. The Declarant may provide water and power utility services to the Entry and other common elements at its expense (the "Common Utility Service"); provided, however, it may elect to provide such Common Utility Services through a meter or meters on an individual Lot or Lots and, if so, each such Owner agrees, by accepting a deed or other document of conveyance to such Lot, to provide, and not terminate, delay, or interrupt, and pay for those Common Utility Services.

30. Declarant's Sales Program. Anything to the contrary notwithstanding, for so long as Declarant continues to own a Lot in the Subdivision the following provisions shall be deemed to be in full force and effect. No Owner or occupant shall interfere or attempt to interfere with the completion of improvements, promotion and/or sale of Lots owned by Declarant or Homes constructed thereon. Declarant shall have the right to maintain one (1) or more sales offices and one (1) or more model Homes at any one time. Such office and/or models may be one or more of the Homes owned by the Declarant, one or more separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing. Declarant shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places on the Property. Declarant shall have the right from time to time to locate or relocate any of its sales offices, models, signs, banners, or similar devices. Declarant shall have the right to remove from the Project any signs, banners, or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Declarant's sales effort. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer, or assignment. Any Mortgage covering all Lots or Buildings in the Project, title to which is vested in Declarant shall, at any given point in time and whether or not such Mortgage does so by its terms, automatically cover, encumber, and include all of the then unexercised or then unused rights, powers, authority, privileges, protections, and controls which are accorded to Declarant (in its capacity as Declarant) herein.

31. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which

precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The term *shall* is mandatory and the term *may* is permissive. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

32. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, all other signatories hereto, all parties who hereafter acquire any interest in a Lot, the Subdivision or the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

34. Enforcement and Right to Recover Attorneys Fees. Should the Declarant or an aggrieved Owner be required to take action to enforce or construe the Declaration or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to recover his reasonable attorneys fees, costs and expenses which may arise or accrue, regardless of whether a lawsuit is filed.

35. Limitation of Liability. This Declaration of covenants, conditions and restrictions is established for the benefit of the Property and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of Declarant or its agents, representatives, and employees shall be exempt from any civil claim or action, including an action for negligence, brought by any person owning or having an interest in any Lot.

36. Amendments. This Declaration may be amended upon the affirmative written approval of at least a majority of the Owners and shall be valid immediately upon recording of the document amending the Declaration in the office of the County Recorder of Salt Lake County, Utah; provided, however, so long as the Declarant shall own at least one (1) Lot in the Subdivision, no amendment shall be valid or enforceable without Declarant's prior written consent.

37. Duration. The covenants and restrictions of this Declaration shall endure for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

38. Rule Against Perpetuities. If the Declaration shall violate any applicable rule against

perpetuities, accumulations, or any similar rule or law, the Declarant or Association shall terminate such Declaration on the date limited by such rule or law, and thereupon the property held in common by and shall be conveyed to the persons entitled thereto, notwithstanding any provision of this Agreement to the contrary. No power of appointment granted hereunder shall be exercised in any manner that would violate any such applicable rule or law. Any attempted exercise of any such power that violates such rule or law shall be void, notwithstanding any provision of this Agreement to the contrary.

39. Effective Date. The effective date of this document is the date it is recorded in the office of the Salt Lake County Recorder.

Dated the 27 day of May, 2015.

DECLARANT:
IVORY DEVELOPMENT, L.L.C.

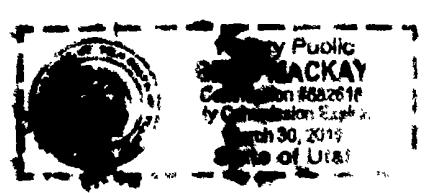
By: Christopher P. Gamvroulas
Name: Christopher P. Gamvroulas
Title: President

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me the 27 day of May, 2015 by Christopher P. Gamvroulas, who is the President of Ivory Development, L.L.C, a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that he executed the same pursuant to a Resolution of Members and/or its Articles of Organization and Operating Agreement.

Brad Mackay
NOTARY PUBLIC



Amended and Restated Declaration of Covenants, Conditions and Restrictions, and
Reservation of Easements for Galena Grove Subdivision

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EXHIBIT "A"
LEGAL DESCRIPTION

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

Beginning at a point N00°05'28"W 146.58 feet, along the Section Line, from the West Quarter Corner of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence, along said Section Line, N00°05'28"W 408.07 feet; thence N89°43'48"E 814.00 feet to the Westerly Boundary Line of Sunset at Draper Ridge Subdivision Phase 2, recorded in Book 2006P at Page 65 in the Office of the Salt Lake County Recorder; thence, along said Westerly Boundary Line, the following the two (2) courses: (1) S00°05'28"E 506.16 feet, (2) S89°44'56"W 125.70 feet to a point on the Northerly Right-o-Way Line of Sun Peak Lane, said point being also the easternmost point of Parcel A, according to said Sunset at Draper Ridge Subdivision Phase 2; thence, along said Northerly Right-of-Way Line and the Southerly line of said Parcel A as described in that certain Quit Claim Deed, recorded as Entry No. 11596999 in Book 10117 at Page 3847 in the Salt Lake County Recorder's Office, Southwesterly 126.21 feet along the arc of a 155.00 foot radius curve to the left, chord bears S66°25'18"W 122.75 feet; thence S89°44'56"W 24.05 feet to the Northerly Right-of-Way Line of Galena Park Drive; thence, along said Northerly Right-of-Way Line, the following two (2) courses: (1) Northwesterly 472.33 feet along the arc of a 736.00 foot radius curve to the left, chord bears N71°51'59"W 464.27 feet; (2) S89°44'56"W 110.68 feet to the Point of Beginning.

Contains: 381,404 SF or 8.76 AC

EXHIBIT "B"
GALENA GROVE DRIVE AND STEADMAN FARM COVE STREET TREE PLAN

Amended and Restated Declaration of Covenants, Conditions and Restrictions, and
Reservation of Easements for Galena Grove Subdivision

Page 25

Exhibit "B"

HOMES SHOWN ON LOTS ARE FOR EXAMPLE ONLY. FINAL HOME MODEL AND PLACEMENT TO BE DETERMINED.

PLANTING NOTES

1 TREE PLANTING & STAKING

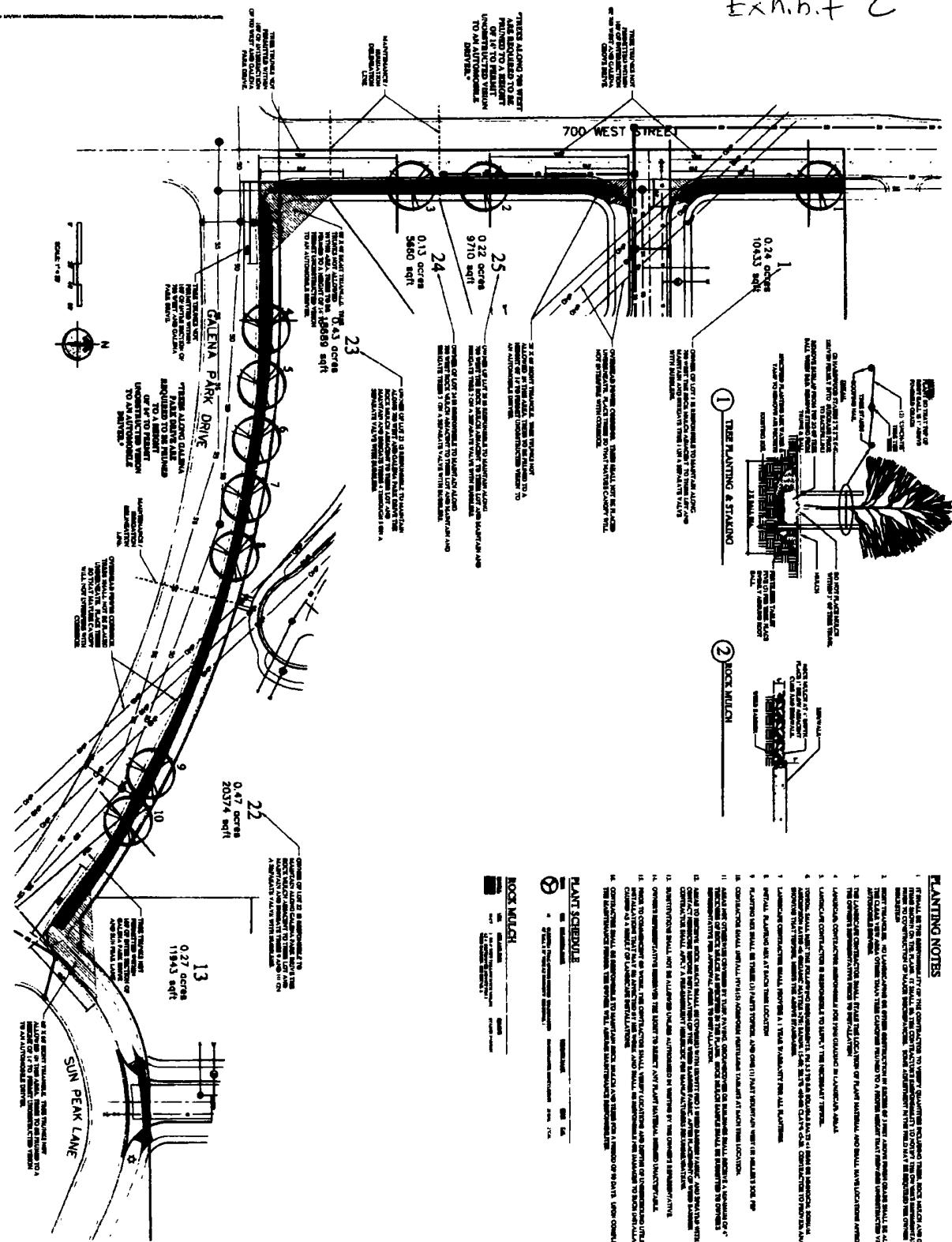
PLANT SCHEDULE

**CITY REVIEW DOCUMENTS
NOT FOR CONSTRUCTION**

EXHIBIT "C"
GALENA PARK DRIVE AND 700 WEST STREETSCAPE PLAN

Amended and Restated Declaration of Covenants, Conditions and Restrictions, and
Reservation of Easements for Galena Grove Subdivision Page 26

Exhibit "C"



**CITY REVIEW DOCUMENTS
NOT FOR CONSTRUCTION**



BRISTLEcone DESIGN, P.C.
LANDSCAPE ARCHITECTURE
7502 PARK MAPLE DRIVE
WEST JORDAN, UTAH 84061

EXHIBIT "D"

GALENA GROVE HOMEOWNERS ASSOCIATION

ARTICLE I NAME AND LOCATION

Section 1 .01 Name and Location. The name of the association is Galena Grove Homeowners Association (the "Association"). The principal office of the corporation shall be located at 978 East Woodoak Lane, Salt Lake City, UT 84117, but meetings of Members and Board of Directors may be held at such places within the State of Utah, as may be designated by Board of Directors.

ARTICLE II DEFINITIONS

Section 2.01 Definitions. Except as otherwise provided herein or as may be required by context, all terms defined in Paragraph 1 of the Declaration shall have such defined meanings when used in these Bylaws.

ARTICLE III MEETINGS OF MEMBERS OF THE ASSOCIATION

Section 3.01 Annual Meeting. The Association shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

Section 3.02 Special Meetings. Special meetings of the Association may be called at any time by the President, by a majority of the Members of the Board of Directors, or by a petition signed by ¼ of the Lots.

Section 3.03 Notice of Meetings. Written notice of a meeting of the Association, regular or special, shall be given to each Owner by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to said Owner addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice given in accordance with the provisions of the Revised Nonprofit Corporations Act shall be considered fair and reasonable notice. The Association may give notice by text message, e-mail, text message, the Association website, or other electronic notice; provided, however an Owner may by making a written demand to the Association require written notice.

Section 3.04 Quorum. Owners present in person or by proxy at a meeting of the Association shall constitute a quorum for all purposes.

Section 3.05 Proxies. At all Association meetings, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall be valid only for the meeting for which it is provided.

Section 3.06 Attendance at Meetings. Provided it is not disallowed by applicable Utah law, an Owner (or his Proxy) may attend a meeting in person or by other electronic means provided he is able to communicate with the group in real time.

ARTICLE IV **BOARD OF DIRECTORS AND TERM OF OFFICE**

Section 4.01 Number. The affairs of the Association shall be managed by a Board of Directors comprised of three (3) natural persons. Each Member must be duly qualified and appointed or elected. The initial Members of the Board of Directors are Christopher P. Gamvroulas, Bradley T. Mackay and David Zollinger.

Section 4.02 Replacement. If a Member resigns or is otherwise unable or unwilling to serve, then the remaining Members shall appoint a replacement to complete his term of office.

Section 4.03 Term of Office. Each Member on the Board of Directors shall serve a term of two (2) years; provided, however, at the initial meeting of the Association after the termination of the Period of Declarant's Control, two of the Directors shall be elected for two (2) year terms and one (1) for a one (1) year term. Thereafter all Directors shall be elected for a two (2) year term.

Section 4.04 Compensation. No Member shall receive compensation for any service he may render to the Association as a Director, although he may be reimbursed for his actual expenses incurred in the performance of his duties and may enter into an independent contract to provide other services. A Member may enter into a separate and independent contract with the Association to provide additional services for a fee.

Section 4.05 Annual Meeting. The Board of Directors shall meet as often as it deems reasonably necessary but not less than annually at a convenient time and place.

Section 4.06 Special Meetings. Special meetings of the Board of Directors may be called at any time by the President or by a majority of the Members of the Board of Directors.

Section 4.07 Notice of Meetings. Written notice of a meeting of the Board of Directors, regular or special, shall be given to each Owner by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice may be hand-delivered or sent by mail, e-mail, fax or other electronic medium or telecommunication.

Section 4.08 Voting. Each Member shall have one vote.

Section 4.09 Proxies. A Director may give a written proxy to another member of the Board of Directors if he or she is unable to attend a meeting.

Section 4.10 Attendance at Meetings. Provided it is not disallowed by applicable Utah law, a Director (or his Proxy) may attend a meeting in person or by other electronic means provided he is able to communicate with the group in real time.

Section 4.11 Electronic Communications. Provided it is not disallowed by applicable Utah law, the Board of Directors may make decisions by e-mail or other electronic means.

Section 4.12 Managing Member. During the Period of Declarant's Control, the Board of Directors shall have a Managing Member. The initial Managing Member shall be Christopher P. Gamvroulas. The Managing Member is hereby appointed the agent of the Board of Directors and is granted the right, power and authority to act unilaterally on its behalf, anything to the contrary notwithstanding. This office and agency shall expire automatically upon the termination of the Period of Declarant's Control.

ARTICLE V **MEETINGS AND ACTION WITHOUT A MEETING**

Section 5.01 Action Taken Without a Meeting. Any action that may be taken at any meeting of Owners or the Board of Directors may be taken without a meeting if the Association delivers a written ballot to every Owner in accordance with Utah Code Ann., Section 16-6a-707 (2002) as it may be from time to time (or a written ballot is delivered to every member of the Board of Directors. The ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action. The number of approvals must equal or exceed the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The parties must be provided a fair and reasonable amount of time before the day on the Association or Board of Directors must receive ballots. An amount of time shall be considered fair and reasonable if the Owners (or members) are given at least 15 days from the day on which the notice is mailed, if the notice is mailed by first-class or registered mail; Owners (or members) are given at least 30 days from the day on which the notice is mailed, if the notice is mailed by other than first-class or registered mail' or considering all of the

circumstances, the amount of time is otherwise reasonable. Any action so approved shall have the same effect as though taken at a meeting of the Association or Board of Directors, respectively.

Section 5.02 Action by Written Ballot. Any action that may be taken at any meeting of the Owners or the Board of Directors may be taken without a meeting if the Association delivers a written ballot to every member entitled to vote on the matter in accordance with Utah Code Ann., Section 16-6a-709 (2002) as it may be from time to time. Any action so approved shall have the same effect as though taken at a meeting of the Association or Board of Directors, respectively.

Section 5.03 Meetings by Telecommunications. Persons participate in a meeting of the Owners or Board of Directors by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other (or read a transcript of what is being said in real time) during the meeting. A person participating in a meeting by telecommunication shall be considered to be present in person at the meeting.

5.04 Online Voting. Secure online voting with proper software and administration is allowed unless prohibited by Utah law. The procedure may involve the creation of a ballot, notice, information and disclosure statement. It will likely include upload features. The site must be secure and that the matter properly administered. The Board must give notice that the system is established, that online voting is available, and spell out the procedure (e.g. the website name, each owner's unique user name, and so forth). In addition, each Owner must execute a written waiver saying he waives the right to receive an absentee ballot and/or proxy by hand-delivery or U.S. mail.

ARTICLE VI **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 6.03 Powers. The Association shall have all of the powers of a Utah non-profit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. The Association shall have the power to perform any and all lawful acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association. Without in any way limiting the generality of the foregoing, the Association may act through its Board of Directors and shall specifically have the powers and duties set out in this Article V, including

Section 6.03.1 Assessments. The power and duty to levy Assessments on the Owners, and to enforce payment of such Assessments in accordance with the Declaration.

Section 6.03.2 Association Property. The right to own and/or lease the Association Property and the duty to maintain and manage the Common Areas and Facilities and improvements thereon. In particular the Association shall:

- a. Administer and manage the Project;
- b. Maintain the Common Area;
- c. Obtain any and all utility services needed for the Common Areas and Facilities;
- d. Allocate the Common Expenses among all Lots and Owners, and collect Assessments;
- e. Enforce the Project Documents; and
- d. Do each and every other thing reasonable and necessary to operate the Common Area and the Association properly.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 7.01 Enumeration of Officers. The officers of the Association shall be a president and secretary, plus such other officers as the Board of Directors may from time to time by resolution create. The same individual may not hold the office of president and secretary at the same time. The officers need not be Members of the Board of Directors.

Section 7.02 Election of Officers. The Board of Directors shall elect or appoint officers at the first meeting of the Board of Directors during each calendar year.

Section 7.03 Term. Each officer of the Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 7.04 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

Section 7.05 Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.07 President. The president shall (a) preside at all meetings of the Board of Directors,

(b) see that orders and resolutions of the Board of Directors are carried out; (c) sign all contracts; and (d) serve as the Delegate to the Master Association if required.

Section 7.08 Secretary. The secretary shall (a) record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association, (b) keep the corporate seal of the Association and affix it on all papers requiring said seal, (c) serve notice of meetings of the Board of Directors and of the Association, (d) keep appropriate current record showing the Members of the Association together with their addresses; (e) serve as the Delegate to the Master Association if the President is unable to do so; and (f) perform such other duties as may be required by the Board of Directors.

ARTICLE VIII COMMITTEES

Section 8.01 Committees. The Board of Directors may appoint such committees as deemed appropriate in carrying out its purpose.

ARTICLE IX BOOKS AND RECORDS

Section 9.01 Books and Records. The books and records shall be kept with detailed accounts of the receipts and expenditures affecting the Tract, and the administration of the Tract, specifying the maintenance, repair and any other expenses incurred. The books and records, including any invoices, receipts, bills, proposals, documents, financial statements, and vouchers accrediting the entries thereupon shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices.

Section 9.02 Signatures. The Board of Directors shall determine who is required to sign checks, drafts, contracts, and legally binding agreements.

Section 9.03 Bookkeeping. The accounting and financial statements for Association must be kept and prepared by either the property manager or an independent bookkeeper or accountant, who may not be a Director or an officer of the Association. A monthly profit and loss statement, balance sheet, and check register shall be sent or delivered by the bookkeeper or accountant to each Director. The accountant or bookkeeper shall prepare and file all tax returns for the Association.

Section 9.04 Audit. Either a (a) majority vote of the Members of the Board of Directors or (b) majority vote of all of the Owners is necessary and sufficient to require either a Compilation Report, Reviewed Statement or Audited Statement of the Association.

Section 9.05 Production of Records. The Association shall: (a) keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Areas and Facilities, specifying and itemizing the maintenance and repair expenses of the Common Areas and Facilities and any other expenses incurred; and (b) make those records available for examination by any Lot Owners at a convenient hour during the regular work week no later than fourteen (14) days after the Lot Owner makes a written request to examine the records.

ARTICLE X AMENDMENTS

Section 10.01 Amendment to Bylaws. These Bylaws may only be (a) unilaterally by the Declarant until the expiration of the Period of Declarant's Control or (b) the affirmative vote of a majority of the members of the Board of Directors, or (c) a majority of the Owners. In the event of a conflict between the decision of the Owners and the Board, the former shall in all respects govern and control.

Section 10.02 Conflict. In the case of any conflict between the Declaration and these Bylaws or the Articles of Incorporation, the former shall in all respects govern and control.

Section 10.03 Corporate Status. If the corporate status of the Association is suspended or dissolved for any reason, the Board of Directors may unilaterally reinstate or recreate the corporate status.

ARTICLE XI FISCAL YEAR

Section 11.01 Miscellaneous. Unless otherwise determined by the Board of Directors, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 27 day of May, 2015.

DECLARANT:

IVORY DEVELOPMENT, LLC

By: Christopher P. Gavvoulas
Name: Christopher P. Gavvoulas
Title: President

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me the 27 day of May, 2015 by Christopher P. Gamvroulas, who is the President of Ivory Development, L.L.C, a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that he executed the same pursuant to a Resolution of Members and/or its Articles of Organization and Operating Agreement.

Brad Mackay
NOTARY PUBLIC



CONSENT OF INDIVIDUAL OWNER

COMES NOW the undersigned owner of Lot No. 3, Galena Grove Subdivision and consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Bylaws for Galena Grove Subdivision and the creation of a homeowners association.

Dated this 8 day of June, 2015.

By Jenette L. Wheelwright

Name of Owner:

By: N/A

Name of Joint Owner:

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this 8 day of June, 2015, before me a notary public, personally appeared Jenette L. Wheelwright, proved on the basis of satisfactory evidence to be the person whose name(s) (is/are) subscribed to this instrument, and acknowledged s/he executed the same.

Brad Mackay
NOTARY PUBLIC

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)



On this ___ day of _____, 2015, before me a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person whose name(s) (is/are) subscribed to this instrument, and acknowledged s/he executed the same.

NOTARY PUBLIC

Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Galena Grove Subdivision

Page 35

CONSENT OF INDIVIDUAL OWNER

COMES NOW the undersigned owner of Lot No. 12, Galena Grove Subdivision and consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Bylaws for Galena Grove Subdivision and the creation of a homeowners association.

Dated this 10 day of June, 2015.

By: Valarie Christensen
Name of Owner:

By: Keith Christensen
Name of Joint Owner:

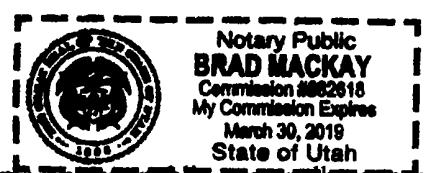
STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this 10 day of June, 2015, before me a notary public, personally appeared Valarie Christensen, proved on the basis of satisfactory evidence to be the person whose name(s) (is/are) subscribed to this instrument, and acknowledged s/he executed the same.

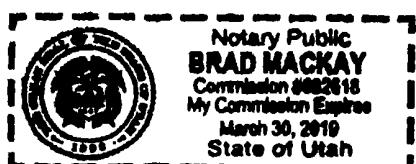
Brad Mackay
NOTARY PUBLIC

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this 10 day of June, 2015, before me a notary public, personally appeared Keith Christensen, proved on the basis of satisfactory evidence to be the person whose name(s) (is/are) subscribed to this instrument, and acknowledged s/he executed the same.



Brad Mackay
NOTARY PUBLIC



CONSENT OF INDIVIDUAL OWNER

COMES NOW the undersigned owner of Lot No. 11, Galena Grove Subdivision and consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Bylaws for Galena Grove Subdivision and the creation of a homeowners association.

Dated this 15 day of June, 2015.

By: Stanley Doyle White
Name of Owner:

By: Mary E. White
Name of Joint Owner:

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this 15 day of June, 2015, before me a notary public, personally appeared Stanley Doyle White, proved on the basis of satisfactory evidence to be the person whose name(s) (is/are) subscribed to this instrument, and acknowledged s/he executed the same.



Brad Mackay
NOTARY PUBLIC

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this 15 day of June, 2015, before me a notary public, personally appeared Mary E. White, proved on the basis of satisfactory evidence to be the person whose name(s) (is/are) subscribed to this instrument, and acknowledged s/he executed the same.



Brad Mackay
NOTARY PUBLIC

Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Galena Grove Subdivision

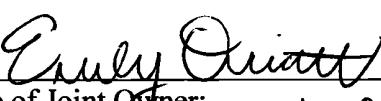
Page 37

CONSENT OF INDIVIDUAL OWNER

COMES NOW the undersigned owner of Lot No. 5, Galena Grove Subdivision and consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Bylaws for Galena Grove Subdivision and the creation of a homeowners association.

Dated this 17 day of June, 2015.

By: 
Name of Owner: Jeffrey Oviatt

By: 
Name of Joint Owner: Emily Oviatt

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

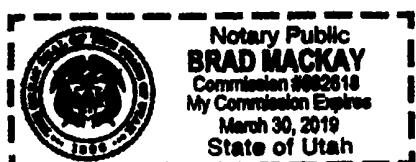
On this 17 day of June, 2015, before me a notary public, personally appeared Jeffrey Oviatt, proved on the basis of satisfactory evidence to be the person whose name(s) (is/are) subscribed to this instrument, and acknowledged s/he executed the same.




NOTARY PUBLIC

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this 17 day of June, 2015, before me a notary public, personally appeared Emily Oviatt, proved on the basis of satisfactory evidence to be the person whose name(s) (is/are) subscribed to this instrument, and acknowledged s/he executed the same.




NOTARY PUBLIC

Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Galena Grove Subdivision

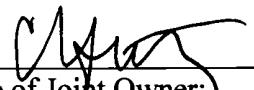
Page 38

CONSENT OF INDIVIDUAL OWNER

COMES NOW the undersigned owner of Lot No. 7, Galena Grove Subdivision and consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Bylaws for Galena Grove Subdivision and the creation of a homeowners association.

Dated this 22 day of July, 2015.

By: 
Name of Owner: Kent Hatch

By: 
Name of Joint Owner: Christine Hatch

STATE OF UTAH)
:ss

COUNTY OF SALT LAKE)

On this 22 day of July, 2015, before me a notary public, personally appeared Kent Hatch, proved on the basis of satisfactory evidence to be the person whose name(s) (is/are) subscribed to this instrument, and acknowledged s/he executed the same.




NOTARY PUBLIC

STATE OF UTAH)
:ss

COUNTY OF SALT LAKE)

On this 22 day of July, 2015, before me a notary public, personally appeared Christine Hatch, proved on the basis of satisfactory evidence to be the person whose name(s) (is/are) subscribed to this instrument, and acknowledged s/he executed the same.




NOTARY PUBLIC

Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Galena Grove Subdivision

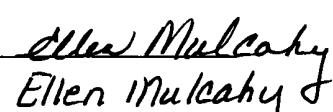
Page 39

CONSENT OF INDIVIDUAL OWNER

COMES NOW the undersigned owner of Lot No. 10, Galena Grove Subdivision and consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Bylaws for Galena Grove Subdivision and the creation of a homeowners association.

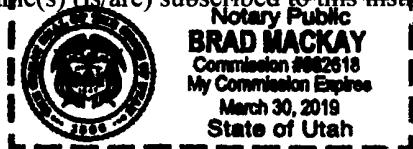
Dated this 4 day of August, 2015.

By: 
Name of Owner: TONY MULCAHY

By: TONY MULCAHY 
Name of Joint Owner: Ellen Mulcahy

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

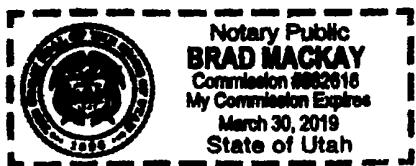
On this 4 day of August, 2015, before me a notary public, personally appeared Tony Mulcahy, proved on the basis of satisfactory evidence to be the person whose name(s) (is/are) subscribed to this instrument, and acknowledged s/he executed the same.




NOTARY PUBLIC

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On this 4 day of August, 2015, before me a notary public, personally appeared Ellen Mulcahy, proved on the basis of satisfactory evidence to be the person whose name(s) (is/are) subscribed to this instrument, and acknowledged s/he executed the same.




NOTARY PUBLIC

CONSENT OF INDIVIDUAL OWNER

COMES NOW the undersigned owner of Lot No. 6, Galena Grove Subdivision and consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Bylaws for Galena Grove Subdivision and the creation of a homeowners association.

Dated this 14 day of August, 2015.

By: J. Joyal
Name of Owner: Jeremy Joyal

By: Jamie Joyal
Name of Joint Owner: Jamie Joyal

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

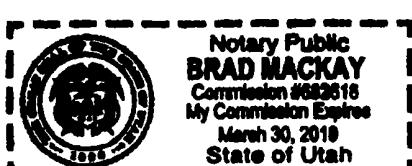
On this 14 day of August, 2015, before me a notary public, personally appeared Jeremy Joyal, proved on the basis of satisfactory evidence to be the person whose name(s) (is/are) subscribed to this instrument, and acknowledged s/he executed the same.



Brad Mackay
NOTARY PUBLIC

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this 14 day of August, 2015, before me a notary public, personally appeared Jamie Joyal, proved on the basis of satisfactory evidence to be the person whose name(s) (is/are) subscribed to this instrument, and acknowledged s/he executed the same.



Brad Mackay
NOTARY PUBLIC

Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Galena Grove Subdivision

Page 41

CONSENT OF INDIVIDUAL OWNER

COMES NOW the undersigned owner of Lot No. 24/25, Galena Grove Subdivision and consents to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions, and Bylaws for Galena Grove Subdivision and the creation of a homeowners association.

Dated this 23 day of August, 2015.

By: Brad Mackay
Name of Owner: BOYD Brown

By: Kim Brown
Name of Joint Owner: Kim Brown

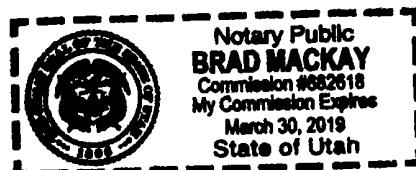
STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this 23 day of August, 2015, before me a notary public, personally appeared Boyd Brown, proved on the basis of satisfactory evidence to be the person whose name(s) (is/are) subscribed to this instrument, and acknowledged s/he executed the same.

Brad Mackay
NOTARY PUBLIC

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this 23 day of August, 2015, before me a notary public, personally appeared Kim Brown, proved on the basis of satisfactory evidence to be the person whose name(s) (is/are) subscribed to this instrument, and acknowledged s/he executed the same.



Brad Mackay
NOTARY PUBLIC