

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

PIN 41-791-0301
through 41-791-0335

**FIRST SUPPLEMENT AND AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HARBOR VILLAGE PLAT B**

This First Supplement and Amendment to the Declaration of Covenants, Conditions and Restrictions for Harbor Village Plat B, is made and executed by Ivory Development, LLC., a Utah limited liability company, of 978 East Woodoak Lane, Salt Lake City, UT 84117 (the "Declarant").

RECITALS

Whereas, the Declaration of Covenants, Conditions and Restrictions for Harbor Village Plat A was recorded in the office of the County Recorder of Utah County, Utah on May 23, 2012 as Entry No. 42843:2012 at Pages 1-99 of the official records (the "Declaration").

Whereas, the related Final Plat for Harbor Village Plat A has also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, Declarant is the fee simple owner of record of that certain real property located in the City of American Fork, Utah County, Utah and described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Plat B Property").

Whereas, pursuant to Article III, Section 35 of the Declaration, the Declarant reserved the right to expand the Project and annex additional land.

Whereas, Declarant desires to expand the Project by creating on the Plat B Property an additional thirty-five (35) Lots numbered 301-335, inclusive, Common Area, and other improvements of a Less magnificent nature.

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

Whereas all of the voting requirements have been satisfied.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, Declarant hereby executes this First Supplement to the Declaration of Covenants, Conditions and Restrictions for Harbor Village Plat B.

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

- a. **Harbor Village Plat B** shall mean and refer to Phase 2 of the Harbor Village Subdivision.
- b. **Harbor Village Plat B Map** shall mean and refer to the Final Plat for Harbor Village Plat B.
- c. **First Supplemental Declaration** shall mean and refer to this First Supplement to the Declaration of Covenants, Conditions and Restrictions for Harbor Village Plat B.
- d. **Phase 2** shall mean and refer to Harbor Village Plat B.
- e. **Harbor Village Plat B Map** shall mean and refer to the Final Plat of Phase 2 of the Project, prepared and certified to by a duly registered Utah Land Surveyor and filed for record in the Office of the County Recorder of Utah County, Utah or will file it concurrently with the filing of this First Supplemental Declaration.

Except as otherwise herein provided, the definition of terms contained in the Declaration are incorporated herein by this reference.

2. **Legal Description.** The real property described in Exhibit “A” 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 and Jurisdiction.** Declarant hereby declares that the Plat B Property shall be and is hereby annexed and upon recordation of this First Supplemental Declaration shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit “A” subject to the Declaration and to the functions, powers, rights, duties and jurisdiction of the Association.

4. **Description of Property and Total Number of Units Revised.** Plat A contained twenty (20) twin homes and thirty-one (31) detached single family lots, Common Area, and other improvements of a less significant nature. Upon the recordation of the Plat B Map and this First Supplemental Declaration thirty-five (35) additional detached single family lots will be added to the Project together with certain Common Area, and other improvements of a less significant nature. The total number of Lots in Plat A and Plat B will be eighty-six (86), consisting of twenty (20) twin homes and sixty-

six (66) detached single family lots. The additional Lots (and the homes to be constructed thereon) and other improvements are or will be substantially similar in construction, design and quality to the Lots and homes and improvements in the first phase.

5. **Amendment.** Article III, Section 12(c) of the Declaration is hereby deleted in its entirety and the following language is substituted in lieu thereof:

(c) Motor Vehicles. The driving, parking, standing, and storing of motor vehicles in, on or about the Project shall be governed and regulated by the parking rules and regulations adopted by the Board of Directors, as they may be amended from time to time. All garages shall be used primarily for the parking and storage of vehicles. 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. 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 may only be stored on a Parking Pad approved in writing by the Declarant or the ARC; provided, however, no parking pad may be approved unless it is (a) on a pad, (b) located to the side or in the rear of a Lot, (c) behind a fence and (d) not visible from the street. Anything to the contrary notwithstanding, eighteen-wheeled semi-trailers and similar oversized or commercial transportation devices are not allowed. **WITHOUT ANY FURTHER NOTICE,** vehicles parked in violation of the Project Documents and/or Parking Rules may be (a) immobilized, (b) towed, and/or (c) impounded, and at the owner's sole (i) risk and (ii) expense.

6. **Street Trees and Master Planting Plan.** All Lots and Owners in Phase 1/Plat A, Phase 2/Plat B and all future phases/plats are required to and shall follow the Street Tree Guidelines attached as Exhibit "D" to the Declaration and all trees planted or replaced must not be in conflict, inconsistent or incongruent with the master planting plan for the entire project.

7. **Incorporation of Original Declaration as Supplemented and Amended.** It is expressly agreed by the parties that this document is supplemental to the Declaration which is by reference made a part hereof, and all of the terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to the Plat B Property and are made a part of this document as though they were expressly rewritten, incorporated and included herein.

8. **Conflict.** In the event of any conflict, inconsistency or incongruity between the provisions of the Declaration, as supplemented or amended, and this First Supplemental Declaration, the latter shall in all respects govern and control.

9. **Effective Date.** The effective date of this First Supplemental Declaration and the Plat B Map shall be the date on which said instruments are filed for record in the Office of the County Recorder of Utah County, Utah.

Dated the 6th day of February, 2017.

DEVELOPER:
IVORY DEVELOPMENT, LLC

By: 

Name: Christopher P. Gamvroulas
Title: President

EXHIBIT "A"
LEGAL DESCRIPTION

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

A parcel of property located in the Southwest Quarter of Section 23, Township 5 South, Range 1 East, Salt Lake Base and Meridian being more fully described as:

Beginning at a point which is N. $00^{\circ} 41' 28''$ E. 23.15 feet from the South Quarter Corner of said Section 23; running thence N. $89^{\circ} 52' 31''$ W. 938.64 feet; thence N. $00^{\circ} 25' 30''$ E. 141.94 feet; thence East 29.29 feet; thence North 477.59 feet; thence S. $89^{\circ} 11' 11''$ E. 265.59 feet; thence S. $00^{\circ} 58' 59''$ W. 10.00 feet; thence S. $89^{\circ} 11' 04''$ E. 650.19 feet; thence S. $00^{\circ} 41' 28''$ W. 598.59 feet to the point of beginning.

