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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 4 P.

WHEN RECORDED, RETURN TO:

Ivory Development, LLC
978 Woodoak Lane
Salt Lake City, Utah 84117

DECLARATION OF DEED RESTRICTION

This DECLARATION OF DEED RESTRICTION ("**Declaration**") is effective as of the date the Declaration is recorded at the office of the Salt Lake County, Utah Recorder's Office (the "**Effective Date**") and is declared by Ivory Development, LLC a Utah limited liability company ("**Ivory**") which is the owner of certain real property more particularly described on **Exhibit A**.

WHEREAS, Ivory owns and is developing a residential project located in the City of West Jordan ("City"), Salt Lake County, State of Utah known as Daybreak Village 4 Harbor Plat 2 ("**Residential Project**");

WHEREAS, Ivory desires to ensure that the buildings constructed in the Residential Project are preserved in accordance with the City's codes and ordinances;

NOW THEREFORE, Ivory Covenants, Warrants, and Represents as follows:

1. **DEFINITIONS:**

1.1. **Affected Units.** Units 141, 142, 150, 153, 178, 179 of the Residential Project.

1.2. **Owner.** The title owner of record, of at least a fifty percent (50%) undivided interest, of an Affected Unit.

1.3. **Structure.** The building built by Ivory on the Residential Project for residential use.

2. **MODIFICATION IMPROVEMENTS.** No Owner shall modify or allow the modification of the location of the exterior walls of the Structure.

3. **DEED LANGUAGE:**

All deeds conveying the Affected Units shall include the following provision:

Subject to the restrictions and provisions of "Declaration
Deed Restriction" recorded on 10/13/2020 in
Records of the Salt Lake County Recorder.

4. **ENFORCEMENT OF DECLARATION.** The City shall have the right to enforce any violations of this Declaration at the City's discretion.

5. **MISCELLANEOUS**

5.1. **TERM OF DECLARATION.** The term of this Declaration shall commence as of the date first set forth above and continue in full force and effect for a period not less than fifty (50) years.

5.2. **SEVERABILITY.** Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Declaration shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Declaration.

5.3. **CHOICE OF LAW.** This Declaration shall be governed and construed in accordance with the laws of the State of Utah.

5.4. **SUCCESSORS.** The provisions and covenants contained herein shall inure to and be binding upon subsequent Owners of the Affected Units as well as the heirs, successors, and assigns of Ivory.

5.5. **COVENANTS RUN WITH LAND.** Ivory intends, declares and covenants, on behalf of itself, that the covenants and restrictions set forth herein shall run with the land.

[signature page to follow]

EXHIBIT A

PROPERTY DESCRIPTION

The real property and lots or units referred to in the foregoing DECLARATION OF DEED RESTRICTION are located in Salt Lake County, Utah and are more particularly described as follows:

All of Daybreak Village 4 Harbor Plat 2 Amending Lots A-4, A-5, & 0-114 of the Kennecott Daybreak Oquirrh Lake Plat on file and of record in the Office of the Salt Lake County Recorder.