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Lots 1 thru 26
ChrisSam Meadows Subd No 1

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

12-407-0001 thru 0026

FOR

ChrisSam Meadows No. 1

AN EXPANDABLE RESIDENTIAL SUBDIVISION

IN

DAVIS COUNTY, UTAH

IVORY NORTH
A Utah joint venture

AS DEVELOPER

WHEN RECORDED RETURN TO:

James R. Blakesley
Attorney at Law
2595 East 3300 South
Salt Lake City, Utah 84109

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CHRISSAM MEADOWS NO. 1 SUBDIVISION

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ChrisSam Meadows Subdivision No. 1**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for ChrisSam Meadows No. 1, (the "Declaration") is executed by IVORY NORTH, of 1544 North Woodland park Drive, Suite 300, Layton, Utah 84041 (the "Developer"), with reference to the following:

RECITALS

- A. Developer is the owner of certain real property located in Davis County, Utah described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
- B. Developer has subdivided the Property into Lots 1-26, inclusive.
- C. The Property is an area of unique natural beauty, featuring distinctive terrain;
- D. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Declarant to create a community in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this Declaration, and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein.
- E. Declarant has constructed, is in the process of constructing or will construct upon the Property a residential subdivision, which shall include certain Lots, Common Area and other improvements. All of such construction has been, or is to be, performed in accordance with the Declaration and plans contained in the Record of Plat Map to be recorded concurrently herewith.
- F. Declarant intends to sell to various purchasers fee title to the individual Lots or Dwellings contained in the Property, and a corresponding membership interest in the Association of Lot Owners (which shall own the Common area), subject to the Record of Survey Map, and the covenants, conditions and restrictions set forth herein.
- G. Since the completion of the Project may be in phases, the completed Project will consist of the original phase and all subsequent phases.
- H. Declarant desires, by filing this Declaration and Record of Plat Map, to create an Architectural Control Committee and to submit the first phase of the Project and all improvements now or hereafter constructed thereon to the terms, covenants and conditions of this Declaration.
- I. The Project is to be known as ChrisSam Meadows.

COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, Declarant hereby declares that the Property is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following uniform covenants, conditions, restrictions and equitable servitudes. The said covenants, conditions, restrictions and equitable servitudes are in furtherance of, and the same shall constitute a general plan for the ownership, improvement, sale, use and occupancy of the Property; they are also in furtherance of and designed to accomplish the desires, intentions, and purposes set forth above in the Recitals.

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

a. "Architectural Review Committee" or "ARC" shall mean that body of persons delegated to consider, investigate, take action on or report on the use restrictions, design guidelines, construction and maintenance of the Buildings and/or Dwellings in the Subdivision.

b. "Assessment" shall mean the amount assessed an Owner by the Architectural Review Committee.

c. "Association" shall mean the association of all of the Owners of Lots in the Subdivision acting as a group in accordance with this Declaration.

d. "Base Assessment" shall mean and refer to the base assessments levied on all Lots to fund Common Expenses for operation, control, maintenance, repair and replacement of the common areas and facilities, including without limitation the entry, monuments, pocket-parks and lights, and the general benefit of all Lots and Lot Owners.

e. "Board of Trustees" shall mean and refer to the group, committee or governing body responsible for establishing the operational and institutional policies of the Association, and for overseeing their implementation and enforcement.

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

g. "Common Expense" shall mean: (1) All sums lawfully assessed against the Owners; (2) Expenses of administration, maintenance, repair or replacement of the Property or improvements constructed or installed thereon and under the auspices and control of the ARC; (3) Expenses allocated by the ARC among the Owners; (4) Expenses agreed upon as common expenses by at least 67% of the Owners; and (5) Expenses declared common expenses by the Declaration.

h. "Committee" shall mean the Architectural Review Committee.

i. "Common Expense" shall mean and refer to: (1) All sums lawfully assessed against the Lot Owners; (2) Expenses of administration, maintenance, repair, or replacement of the Common Areas and Facilities, including without limitation the entry, monuments, pocket-parks and exterior lighting; (3) Expenses agreed upon as common expenses by the Association; and (4) Expenses declared common expenses by the Project Documents.

j. "Dwelling" shall mean the detached single family residence, place of habitation, abode or living unit constructed upon a Lot.

k. "Lot" or "Lots" shall mean the subdivided and recorded lot or lots within Property and where the context so requires any Dwelling constructed thereon.

l. "Owner" or "Owners" shall mean the record owner or owners, 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.

m. "Period of Declarant's Control" shall mean and refer to a period of time commencing on the date this Declaration is recorded and terminating the year 2045, when 100% of the Lots in the Subdivision (as expanded) have been sold, or the Declarant elects to transfer control of the Association, whichever first occurs.

n. "Property" shall mean the Subdivision.

o. "Subdivision" shall mean ChrisSam Meadows.

2. Area of Application. This Declaration shall apply to all of the Property, which consists of approximately ten (10) acres.

3. Right to Expand Application. The Developer shall have the right to expand the application of this Declaration to other property by written amendment to this Declaration duly recorded, and without additional approval required. It is the Developer's intent that the final Project will include a total of approximately thirty (30) acres. The average price of the homes in the Subdivision, including the original area of application and the expanded application, shall be at least \$185,000.00.

4. Use Restrictions and Nature of the Project. The Lots are subject to the following use restrictions which shall govern both the architecture of the Dwellings and the activities permitted therein:

a. Residential Purposes. No Lot shall be used except for single family residential purposes.

b. 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.

c. Landscaping. All landscaping, grading and drainage of the land in each Lot shall be completed so as to comply with and not impair all flood control requirements of the Subdivision and the other Lots.

d. Easements. Easements and rights of way for the installation and maintenance of utilities, drainage systems and facilities, and irrigation are reserved, as set forth herein and in the legal descriptions of the Property. 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 their Owners, excepting those improvements for which a public authority or utility company is expressly responsible.

e. Architecture.

1) All Dwellings shall have a minimum brick and stucco or rock and stucco front elevation.

2) The Declarant shall provide front yard sod to each Dwelling and require that front yard landscaping be completed within six (6) months of purchase.

3) If a Dwelling is a single level or rambler with a basement, the main floor area, exclusive of garage areas, porches or basement shall not be less than 1,300 finished square feet, plus an attached 2 or 3 car garage.

4) If a Dwelling is a two-story or multi-level home, there shall be at least 1,500 finished square feet, exclusive of porches, garage areas or basement, plus an attached 2 or 3 car garage.

5) Attached hereto, marked Exhibit "B," and incorporated herein by this reference is a copy of the Ivory Homes 1999 Homes Catalog.

6) Attached hereto, marked Exhibit "C," and incorporated herein by this reference is a list of Ivory Home models which will be build in the Subdivision.

7) Only single family residential dwellings are allowed in the Subdivision. The term *single family* refers to both the architectural style and the nature of the activities permitted

therein.

- 8) The height of any Dwelling shall not exceed two stories above ground.
- 9) Each Dwelling must have a private garage sufficient to house at least two motor vehicles.
- 10) The side and rear elevation exterior construction materials for each dwelling shall include maintenance-free stucco or maintenance-free aluminum or vinyl siding.
- 11) Any detached accessory building(s) must conform in design and construction materials with the primary residential Dwelling.

f. Walls, Fence and Hedges. No fence, wall, hedge, or other similar structure shall be erected in a required front yard to a height in excess of three (3) feet, nor shall any such structure be erected in any side or rear yard to a height in excess of six (6) feet. No fence, wall or other similar structure shall be erected in any front yard. Where a retaining wall protects a cut below the natural grade and is located on the line separating Lots, such retaining wall may be topped by a fence, wall or hedge or similar structure six (6) feet in height. Natural wood fencing, masonry, wrought iron or white vinyl fencing is allowed. Chain link fencing IS NOT allowed. Any fencing, retaining walls or similar structures require the prior written consent of the ARC. Unauthorized fencing must be removed within thirty days of any written request to do so, at the owners sole expense.

g. Slope and Drainage Control. No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with established public utility easements, Lot ratios, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels. The slope control area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, excepting those improvements for which a public authority or utility company is expressly responsible. It shall be the responsibility of the Owner to see that his Lot conforms with and continues to conform with any established grading and drainage plan that has previously been designed by the Developer. The following easements and rights of way are hereby RESERVED for and GRANTED to the ARC: An easement on, over, under, through and across all Lots for the established drainage of surface waters on, over, under, through and across the Subdivision. The Declarant or Clearfield City have or shall establish a master subdrain and storm drainage system designed to serve the entire Subdivision (the "Master Subdrain and Storm Drain System"). No Lot Owner shall interfere with the Master Subdrain and Storm Drain System established by the Declarant, or its successors or assigns. Each Lot Owner shall be responsible to develop his Lot in a manner consistent with the Master Subdrain and Storm Drain System, and so as not to detract therefrom or interfere therewith, or the Established Drainage Pattern on any other Lot in the Subdivision. No changes to the Established Drainage Pattern on any Lot shall be permitted without the prior written consent of the Board of Trustees. For purposes of this Section,

the term "Established Drainage Pattern" is defined as the approved drainage pattern, facilities and improvements in existence at the time such Lot is conveyed to a home purchaser by the Declarant, its successor or assign. Any Owner or resident shall be liable to the ARC or other Owners or residents for damages to person or property in the Subdivision caused by his negligence.

h. 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. Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Property or which result in unreasonable levels of sound or light pollution are prohibited.

i. Maintenance. All Lots and Dwellings shall be kept in good condition and shall be properly maintained by the Owner in an attractive, safe, clean and sanitary condition.

j. Satellite Dishes and Antennae. Satellite dishes shall be positioned so they are screened from street view and TV antennas shall not be placed on any roof within the Subdivision.

k. Signs. No signs, billboards or advertising structures may be built or displayed on any Lot, except for a single sign with a maximum size of 3' x 3' for the specific purpose of advertising the sale or rental of the Dwelling; provided, however, this restriction does not apply to the initial developer of the Subdivision or first builder of a Dwelling on a Lot.

l. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste (hereinafter referred to collectively as "Trash"). All Trash shall be kept at all times in sanitary containers. All Trash containers shall be kept in sanitary condition. No Trash containers, unsightly material or objects are to be stored on any Lot in view of the general public, except on Trash pick-up days and then for a period not in excess of twenty-four (24) hours. Disposal of any oil, gas, or lubricants, and the storage or disposal of other hazardous materials anywhere within the Property is prohibited.

m. Parking and Storage. The streets in the Subdivision shall be dedicated to Clearfield City. No motor vehicles, cars, automobiles, vans, sport utility vehicles, trucks, campers, motor homes, trailers, boats, watercraft, recreational, commercial, oversized or other vehicles shall be stored on streets or in front yards. No commercial, oversized or recreational vehicles shall be parked or stored on any lot or adjacent street, except for purposes of loading or unloading; provided, however, with the express prior written consent of the ARC, a recreational, commercial or oversized vehicle, boat or trailer may be parked or stored in the rear or side yard area provided it is not visible from the street, it is located on a cement parking slab, it is in good operating condition, regularly used, and currently licensed and registered. No unlicensed, unregistered or inoperative motor vehicle shall remain on any Lot or adjacent street for more than 48 hours.

n. 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 used on any Lot at any time as a residence.

o. Construction Materials. All building exteriors must be constructed of brick, cultured stone, rock or maintenance free stucco, or combinations thereof. Aluminum or vinyl siding is only permitted on the fascia and trim. Any construction materials not expressly and specifically identified herein are subject to the written consent and approval of the Architectural Review Committee. Any detached accessory buildings or structures must conform in design and materials with the primary residential dwelling in order to maintain uniformity of appearance and quality of construction.

p. Outbuildings and Sheds. Any outbuildings, sheds, storage facilities and the like must be consistent with the requirements of subparagraph (e) above and MAY NOT be installed or constructed or modified without the prior written consent of the ARC. Unless a variance is granted in writing by the ARC, any unauthorized structures must be removed within ten (10) days of the ARC's request and at the Owner's sole cost and expense.

5. Mandatory Membership in the Association. Membership in the Association is appurtenant to the ownership of a Lot, and may not be partitioned therefrom. Each purchaser of a Lot by virtue of his acceptance of a deed or other document of conveyance shall automatically become a member of the Association.

6. Management of the Association. The Association shall be managed by a Board of Trustees which shall be comprised of at least three (3) and no more than nine (9) members. Until the termination of the Period of Declarant's Control, the Declarant shall have the exclusive and irrevocable right to appoint all of the members of the Board and their successors or replacements. At the first annual Association meeting after the termination of the Period of Declarant's Control, the members of the Board of Trustees shall be elected by the Owners. The members of the Board of Trustees shall elect or appoint, among themselves, the officers of the Association, which shall include a President, Secretary and Treasurer. The President may not be the Secretary of the Association.

7. Status and General Authority of the Board of Trustees. After the termination of the Period of Declarant's Control, any instrument executed by an officer of the Association that recites facts which, if true, would establish the Board's 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 below, constitute a legal entity capable of dealing in its own name. The Association shall have, and is hereby granted, the following authority and powers:

a. To Enter. The power and authority to enter into or upon any Lot to make repairs and to do other work reasonably necessary for the proper maintenance and operation of the Project.

Except in the case of an emergency, reasonable notice shall be given to the residents.

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. Promulgate Rules. The authority to promulgate such reasonable administrative guidelines, rules, regulations, and procedures as may be necessary or desirable to aid the Board of Trustees in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with this Declaration.

g. 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 Members of the Association or residents not on the Board of Trustees, to retire to executive session, to regulate record keeping, and to allow, control or prohibit the electronic reproduction (video or audio) of Board of Trustees meetings.

h. 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 Trustees to perform its functions on behalf of the Owners.

8. Architectural Review Committee.

a. The Board of Trustees shall also function as an architectural review committee (the "ARC"). When all of the Lots in the Subdivision owned by the Declarant are sold, the members of the ARC appointed by the Declarant shall resign, they shall be released from any and all liability, and they shall be replaced by Owners elected by a majority of the Owners at a special meeting called for this purpose. The concurrence of the majority of the members of the ARC shall be necessary to carry out the provisions applicable to this ARC. In the event of death or resignation of any of the members of the ARC, the surviving members of the ARC shall have full authority to appoint another person to fill said vacancy. Except for the initial members appointed to the ARC, all members of the

ARC must be Owners and residents of the subdivision at the time of their appointment. Should any member move his residence outside of the subdivision he shall be disqualified to serve and the ARC shall declare a vacancy. At such time that all Lots owned by the initial Declarant are sold (the "Period of Declarant's Control"), the aforementioned Declarant shall appoint three (3) property owners in the subdivision to stand as the ARC.

b. It is understood that the ARC members shall serve without pay, and are to give of their time as a public service to the Subdivision. Therefore, any liability incurred due to an oversight or implied mistake that might arise due to the action of the ARC or any of its members while carrying out the functions of the ARC will be exempt from any and all civil claims brought by Owners or residents. Therefore, each Owner (or all of the Owners acting as a group according to this Declaration) shall save, indemnify and hold harmless the ARC members to any such action and they shall be exempt from any civil recourse either intended or implied to any of the ARC members while serving in the capacity of the ARC, or for the decisions, acts, omissions, judgements and the like which they may take or render during the course of their service, including negligent acts or omissions.

9. ARC Procedure and Grant of Authority

a. The ARC shall consider, approve and/or reject the following items; provided, however, during the Period of Declarant's Control, with only his approval and consent the ARC can accept or reject:

- 1) Preliminary Plans of proposed residences (as defined herein).
- 2) Planning problems or complaints by Owners.

b. That ARC shall act within thirty (30) days on any of the above, and place its action in writing to be held as a permanent record, with copies to parties concerned and on file.

c. The final plans shall be delivered to the ARC, which shall accept or reject them for review within thirty (30) days, and so notify the Owner in writing.

d. An Owner whose plans are rejected shall meet with the ARC at the ARC's invitation where he shall be informed of the nature of the cause of the action so that he can take the steps necessary toward obtaining approval of his plans.

e. Finally, the ARC has the authority to judge Buildings, Dwelling Units, construction materials, fences, planting, landscaping and other improvements in the Subdivision, on whatever basis available to it with the aim of preserving what it feels are the best interests of the property owners represented. These shall include, but not be limited to aesthetics, reasonable protections of view, quality of construction, quality of materials and the like. All decisions of the ARC shall be final.

f. In the event the ARC fails to approve or disapprove such proposed design and location within thirty (30) days after such plans and specifications have been submitted to it in writing, then

this covenant will be deemed to have been complied with, provided the said structure shall conform to and be in harmony with existing structures in the tract and with the other provisions herein contained.

g. The ARC shall have, and is hereby granted, the following authority and powers:

- 1) The power and authority to enter into or upon any Lot.
- 2) 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 Subdivision for utilities, roads, and other purposes reasonably necessary or useful for the operation or regulation of the Subdivision.
- 3) The authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Plat Map which has been approved by at least 67% of the Owners in writing.
- 4) The power to sue and be sued.
- 5) The authority to enter into contracts which in any way concern the Subdivision, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.
- 6) The authority to promulgate such reasonable design guidelines, administrative rules, regulations and procedures as may be necessary or desirable to aid the ARC in carrying out any of its functions.
- 7) The authority to conduct meetings.
- 8) The authority to levy assessments to pay Common Expenses.
- 9) The authority to issue citations, levy fines and make Assessments.
- 10) The authority to interpret and enforce this Declaration.
- 11) 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 ARC to perform its functions on behalf of the Owners.

h. By the acceptance of a deed to a lot or any other document of conveyance, each owner expressly agrees that individual assessments may be levied against him and his lot by the ARC to pay, compensate or reimburse the ARC for: (1) late fees, (2) default interest on amounts due at 1.5% per month (unless otherwise determined by the ARC), (3) fines levied for violations of these covenants; (4) costs and expenses incurred by the ARC in interpreting and/or enforcing these restrictions; and (5) reasonable attorney's fees, default interest, late fees, and other charges relating thereto.

i. Each Assessment is a debt of the Owner at the time the Assessment is made and is

collectible as such. If any Owner fails or refuses to make any payment of the debt when due, that amount constitutes a lien on the interest of the Owner in the Property, and upon the recording of notice of lien by the ARC is a lien upon the Owner's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the lot in favor of any assessing unit or special improvement district; and (2) encumbrances on the interest of the owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

j. If any Assessments remain unpaid, the ARC may institute suit to collect the amounts due and/or commence procedures to foreclose the lien.

k. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the ARC or its agents the right and power to bring all actions against him personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed.

l. No Owner may waive or otherwise exempt himself from liability for the payment of any Assessments provided for herein by the abandonment of his Lot.

m. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the ARC to take some action or perform some function required to be taken or performed by the ARC under this Declaration or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

n. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest therein by the ARC. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's fees, and a reasonable rental for his home during the pendency of the foreclosure action. The ARC in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The ARC may bid for the lot at foreclosure or other sale and hold, lease, mortgage, or convey the same.

o. If the ARC elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Lot hereby irrevocably appoints the attorney of the ARC, provided he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

p. Each Owner by accepting a deed or other document of conveyance to a Lot hereby irrevocably appoints the ARC as his attorney in fact to collect rent from any person renting his Lot, if the Lot is rented and owner is delinquent in the payment of his assessments. Rent due shall be paid directly to the ARC upon written demand, until such time as the Owner's Assessments are

current; and the Owner shall credit the renter, against rent due, for the amount of money paid to the ARC.

10. Declarant's Sales Program. Notwithstanding anything to the contrary, until the year 2045 or the Declarant has sold all the Lots owned by it in the Subdivision, whichever first occurs (hereinafter referred to as the "Period of Declarant's Control"), neither the Owners nor the ARC shall interfere with the completion of improvements and sale of all remaining Lots, and Declarant shall have the following rights in furtherance of any sales, promotions or other activities designed to accomplish or facilitate the sale of all Lots owned by Declarant:

11. Sales Office and Model Lots. Declarant shall have the right to maintain one (1) or more sales offices and one (1) or more model Lots, homes or Dwelling at any one time. Such office and/or models may be one or more of the Lots owned by it, or one or more of any separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort, or any combination of the foregoing;

12. Promotional. 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.

13. Relocation and Removal. Declarant shall have the right from time to time to locate or relocate any of its sales offices, models, or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Within a reasonable period of time after the happening of the occurrence, Declarant shall have the right to remove from the Subdivision 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.

14. Limitation on Improvements by the ARC. Until the termination of the Period of Declarant's Control, neither the Owners nor the ARC shall, without the written consent of Declarant, make any improvement to the Subdivision or alteration to any improvement created or constructed by Declarant.

15. Declarant's Rights Assignable. 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 Dwellings in the Subdivision 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, protection and controls which are accorded to Declarant (in its capacity as Declarant) herein.

16. 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 invalidity or unenforceability of any

portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

17. 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 Owners, 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.

18. Enforcement and Right to Recover Attorney's Fees. Should the ARC or an aggrieved Owner be required to take action to enforce or construe the Declaration or any rules and regulations adopted from time to time, 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 non-defaulting party shall be entitled to recover his reasonable attorney's fees, costs and expenses which may arise or accrue.

19. Limitation of Liability. The protective covenants, conditions and restrictions set forth in this Declaration, together with any rules and regulations adopted by the ARC, are 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 Developer or the ARC or any of its members shall be exempt from any civil claim or action, including negligence, brought by any person owning or having an interest in any Lot. The ARC and its members shall be indemnified, saved and held harmless from any such action or failure to act, and exempt from any civil claim or action resulting from any act or failure to act (whether intended or implied) while functioning as a member of the ARC, or for decisions that they may render during the course of their service, unless said party is guilty of gross negligence.

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

21. Compliance. These covenants have been written to comply with the requirements of Clearfield City. In the event any of the provisions set forth herein are in conflict, inconsistent or incongruent with Clearfield City zoning and building ordinances, regulations, rules or policies, the latter shall in all respects govern and control.

22. Utilities. The Association shall provide those utility services not separately metered and billed to the individual Owners by the provider; provided, however, the Declarant may elect to provide electricity to certain common area lamp posts or exterior lighting from an individual Lot in which case the Owner shall be entitled to a monthly credit in an amount equal to the greater of: (a) \$2.00, or (b) the sum equal to the number of watts in the light bulb, multiplied by the Utah Power

and Light Kilowatt rate, multiplied by 4,000, divided by 1,000, and divided by 12.

23. 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.

Dated the 25 day of January, 2000.

DECLARANT:
IVORY NORTH, a joint venture
BY: GMW DEVELOPMENT, INC., Partner

By: *Gary M. Wright*
Title: Gary M. Wright, President

STATE OF UTAH)
 ss.
COUNTY OF DAVIS)

On the 23 day of ^{June}~~January~~, 2000, personally appeared before me Gary M. Wright, who by me being duly sworn, did say that he is the President of GMW DEVELOPMENT, INC., a Utah corporation, and that GMW DEVELOPMENT, INC. is a Partner of IVORY NORTH, a joint venture, and that the within and foregoing instrument was signed in behalf of said IVORY NORTH pursuant to the joint venture agreement and by authority of a resolution of the joint venturers, and said Gary W. Wright, duly acknowledged to me that IVORY NORTH executed the same.

Gretchen Brimhall
NOTARY PUBLIC
Residing at: Layton, Utah
My Commission Expires: April 7, 2003

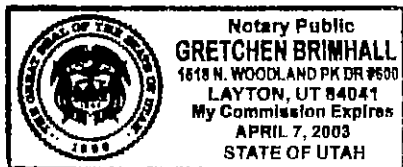


EXHIBIT "A"
LEGAL DESCRIPTION

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

BOUNDARY DESCRIPTION

2000000000

A part of the North Half of Section 13, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 670.00 feet South 0°09'44" West along the quarter Section line from the Northeast corner of the Northwest quarter of said Section; and running thence South 89°52'40" East 2.75 feet; thence South 0°11'05" West 780.39 feet; thence North 67°13'09" West 148.99 feet; thence Southwesterly along the arc of a 455.92 foot radius curve to the right a distance of 32.81 feet (Long Chord bears South 24°50'34" West 32.81 feet); thence North 65°58'06" West 169.61 feet; thence North 20°14'44" East 69.83 feet; thence North 0°52'40" West 126.99 feet; thence North 12°14'12" West 66.89 feet; thence South 66°22'33" West 91.72 feet; thence South 89°58'16" West 167.06 feet; thence North 0°01'44" West 20.01 feet; thence North 89°52'40" West 113.43 feet; thence South 0°13'00" West 68.62 feet; thence North 72°00'46" West 165.86 feet; thence North 0°13'00" East 160.21 feet; thence South 89°52'40" East 22.94 feet; thence North 0°13'00" East 78.12 feet; thence Northeasterly along the arc of a 30.00 foot radius curve to the right a distance of 21.68 feet (Long Chord Bears North 20°55'17" East 21.21 feet); thence Northwesterly along the arc of a 50.00 foot radius curve to the left a distance of 73.56 feet (long Chord Bears North 0°31'14" West 67.10 feet); thence North 47°19'57" East 175.18 feet; thence North 0°13'00" East 17.03 feet; thence South 89°52'40" East 296.62 feet; thence North 0°09'44" East 429.29 feet; thence South 89°50'16" East 66.00 feet; thence South 0°09'44" West 429.25 feet; thence South 89°52'40" East 298.01 feet to the point of beginning.

Contains 10.760 Acres

~~beginning~~ *DMW*

~~Contains 10.754 Acres~~ *DMW*

DMW

Excluding Lot 07 said Christen meadows
Subdivision No. 1
P.M.

EXHIBIT "B"
IVORY HOMES 1999 IVORY HOMES CATALOGUE

EXHIBIT "C"
*** List of Specific Homes for ChrisSam Meadows**

<u>Page #</u>	<u>Plan Name</u>	<u>Plan Type</u>	<u>Finished Sq. Ft.</u>	<u>Modifications</u>
15	Huntington	Two-Story	3,136	None
16	Oxford	Two-Story	2,883	None
17	Westminster	Two-Story	2,609	None
18	Regent	Two-Story	2,426	None
19	Hamilton	Two-Story	2,279	None
20	Alpine	Two-Story	2,011	None
21	New Haven	Two-Story	2,000	None
22	Monterey	Two-Story	1,879	None
23	Revere	Two-Story	1,700	None
25	Holladay	Two-Story	1,600	None
26	Cambridge	Rambler	2,336	None
27	Balboa	Rambler	1,937	None
28	Cottonwood	Rambler	1,823	None
29	Newbury	Rambler	1,684	None
30	Ashford	Rambler	1,610	None
31	Franklin	Rambler	1,476	None
32	Jefferson	Rambler	1,437	None
33	Essex	Rambler	1,402	None
34	Del Mar	Rambler	1,363	None
35	Carmel	Rambler	1,322	None
36	Lancaster	Multi-level	2,101	None
37	Devonshire	Multi-level	1,694	None
38	Somerset	Multi-level	1,538	None
39	Windsor	Multi-level	1,500	48 finished sq. ft. Added to plan
43	Carrington	Multi-level	1,500	149 finished sq. ft. Added to plan
44	Stratford	Multi-level	1,500	196 finished sq. ft. Added to plan