

RETURN TO:
Gary M. Wright
IVORY HOMES
1544 North Woodland Park Drive
Suite 300
Layton, Utah 84041

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E 1842629 B 3247 P 557
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 MAR 14 12:16 PM FEE 65.00 DEP MEC
REC'D FOR IVORY HOMES

12-503-0201 thru 0244

**SECOND SUPPLEMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
COVENTRY PARK NO. 2 SUBDIVISION**

This Second Supplement to the Declaration Of Covenants, Conditions, and Restrictions for Coventry Park No. 2 Subdivision is made and executed by Ivory North, of 1544 North Woodland Park Drive, Suite 300, Layton, Utah 84041 (the "Declarant").

RECITALS

Whereas, the original Declaration of Covenants, Conditions and Restrictions for Coventry Park No. 1 Subdivision was recorded in the office of the County Recorder of Davis County, Utah on the 15th day of July, 2002 as Entry No. 1769986 in Book 3084 at Page 651 of the Official Records (the "Declaration").

Whereas, the related Plat Map(s) for Phase I of the Project has also been recorded in the office of the County Recorder of Davis County, Utah.

Whereas, under Article III of the Declaration, Declarant reserved an option to expand the Project and annex additional real property.

Whereas, under the provisions of the Declaration, Declarant expressly reserved the absolute right to add to the Subdivision additional land at any time and in any order, without limitation.

Whereas, Declarant is the fee simple owner of record of that certain real property located in Davis County, Utah and described with particularity on Exhibit "A-2" attached hereto and incorporated herein by this reference (the "Phase II Property").

Whereas, Declarant desires to expand the Project by creating on the Phase II Property a new phase in the subdivision.

Whereas, Declarant now intends that the Phase II Property shall become subject to the Declaration and the following protective covenants:

Whereas, this affects the real property located in Davis County, Utah described with particularity on Exhibits A-2 and Amended Exhibit C attached.

A G R E E M E N T ^{E 1842629 B 3247 P 558}

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, Declarant hereby executes this Second Supplement to the Declaration of Covenants, Conditions, and Restrictions for Coventry Park No. 2 Subdivision.

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

a. Second Supplement to the Declaration shall mean and refer to this Second Supplement to the Declaration of Covenants, Conditions, and Restrictions for Coventry Park No. 2 Subdivision .

b. Second Supplemental Map or Phase II Map shall mean and refer to the Supplemental Plat Map of Phase II of the Project, prepared and certified to by Gary L. Newman, a duly registered Utah Land Surveyor holding Certificate No. 4778, and filed for record in the Office of the County Recorder of Davis County, Utah prior to or concurrently with the filing of this Second Supplement to the 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-2 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 said Declaration, as it may be supplemented from time to time.

3. Annexation. Declarant hereby declares that the Phase II Property shall be annexed to and become subject to the Declaration, which upon recordation of this Second Supplement to the Declaration shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-2 subject to the functions, powers, rights, duties, and jurisdiction of the Association.

4. Total Number of Lots Revised. As shown on the Phase II Map, forty-four (44) additional Lots and a five foot (5') landscape strip are or will be created in the Project on the Phase II Property. The additional Lots are located within a portion of the additional land. Upon the recordation of the Phase II Map and this Second Supplement to the Declaration, the total number of Lots in the Project will be eighty-four (84). The additional Lots and Common Areas are substantially similar in construction, design, and quality to the Lots in the prior Phases.

5. Percentage Interest Revised. Pursuant to the Declaration, Declarant is required, with the additional Lots, to reallocate the undivided percentages of ownership interest in the Project. Amended Exhibit "C," which sets forth the percentages of undivided ownership interests, is attached hereto and incorporated herein by this reference.

6. Conflict. In the event of any conflict, inconsistency, or incongruity between the provisions of this Supplement to the Declaration and the provisions of the Declaration, the former shall in all instances control.

7. Severability. Any provision in this contract, or part thereof, prohibited by the laws of the State of Utah, shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this document.

8. Effective Date. The effective date of this Second Supplement to the Declaration and the Phase II Map shall be the date on which said instruments are filed for record in the Office of the County Recorder of Davis County, Utah.

EXECUTED the ___ day of March, 2003.

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 ___ day of March, 2003, 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.

Suzanne Sase
NOTARY PUBLIC
Residing At: LAYTON, UT

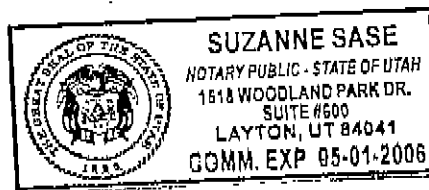


Exhibit "A-2"

COVENTRY PARK NO. 2 SUBDIVISION PHASE II
LEGAL DESCRIPTION

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

BOUNDARY DESCRIPTION

Haylepal
A part of the Southeast Quarter of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Southeast corner of Coventry Park No.1, a Subdivision in Layton City, Davis County, Utah; said point being 1221.96 feet South 89°56'35" East along the Section line from the Southwest corner of said Quarter Section; running thence three (3) courses along the Easterly boundary of said Coventry Park No. 1 as follows: North 0°03'25" East 683.26 feet, North 89°56'35" West 25.44 feet and North 0°03'25" East 100.50 feet; thence South 89°56'35" East 799.88 feet; thence South 0°21'12" West 783.77 feet to said Section line; thence North 89°56'35" West 70.39 feet along said Section line to the point of beginning.

Contains 13.956 Acres

AMENDED EXHIBIT "C"
PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST

<u>Phase</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Percentage of Ownership Interest</u>
1	1		1.1904%
1	2		1.1904%
1	3		1.1904%
1	4		1.1904%
1	5		1.1904%
1	6		1.1904%
1	7		1.1904%
1	8		1.1904%
1	9		1.1904%
1	10		1.1904%
1	11		1.1904%
1	12		1.1904%
1	13		1.1904%
1	14		1.1904%
2	15		1.1904%
2	16		1.1904%
2	17		1.1904%
2	18		1.1904%
2	19		1.1904%
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2	21		1.1904%
2	22		1.1904%
2	23		1.1904%
2	24		1.1904%
2	25		1.1904%
2	26		1.1904%
2	27		1.1904%
2	28		1.1904%
2	29		1.1904%
2	30		1.1904%
2	31		1.1904%
2	32		1.1904%
2	33		1.1904%
2	34		1.1904%

<u>Phase</u>	<u>Lot No.</u>	<u>Percentage of Ownership Interest</u>
2	35	1.1904%
2	36	1.1904%
2	37	1.1904%
2	38	1.1904%
2	39	1.1904%
2	40	1.1904%
2	41	1.1904%
3	42	1.1904%
3	43	1.1904%
3	44	1.1904%
3	45	1.1904%
3	46	1.1904%
3	47	1.1904%
3	48	1.1904%
3	49	1.1904%
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3	66	1.1904%
3	67	1.1904%
3	68	1.1904%
3	69	1.1904%
3	70	1.1904%
3	71	1.1904%
3	72	1.1904%
3	73	1.1904%
3	74	1.1904%
3	75	1.1904%
3	76	1.1904%
3	77	1.1904%

<u>Phase</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Percentage of Ownership Interest</u>
3	78		1.1904%
3	79		1.1904%
3	80		1.1904%
3	81		1.1904%
3	82		1.1904%
3	83		1.1904%
3	84		1.1904%

TOTAL