



W2349643

E# 2349643 PG 1 OF 19
ERNEST D ROWLEY, WEBER COUNTY RECORDER
23-JUN-08 446 PM FEE \$108.00 DEP JM
REC FOR: COTTONWOOD TITLE INSURANCE AGE
ELECTRONICALLY RECORDED

WHEN RECORDED RETURN TO:
James R. Blakesley
Attorney at Law
1305 N. Commerce Drive, Suite 230
Saratoga Springs, Utah 84045
(801) 766-1968

**AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS,
FOR STONE CREEK CANYON SUBDIVISION,**

This Amendment to Declaration of Protective Covenants, for Stone Creek Canyon Phase 1 Subdivision (the "Declaration") is executed by Ivory Development, LLC, of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Developer") and has an effective date of June 19, 2008.

RECITALS

A. The Declaration of Protective Covenants for Stone Creek Canyon Phase 1 Subdivision was recorded in the office of the County Recorder of Weber County, Utah on March 11, 2005 as Entry No. 2090475 at Pages 1-24 inclusive, of the official records (the "Declaration").

B. The Declaration was supplemented by a written document entitled First Supplement to the Declaration of Covenants, Conditions and Restrictions for Stone Creek Canyon Phase 2 Subdivision which was recorded in the office of the County Recorder of Weber County, Utah on March 29, 2007 as Entry No. 2252391 at Pages 1-8 inclusive, of the official records (the "First Supplement").

C. This document affects the real property located in Weber County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

D. All of the voting requirements to amend the Declaration have been satisfied.

E. The Developer reserved the unilateral right to amend the Declaration pursuant to Article III, Section 2 of the Declaration.

A M E N D M E N T

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, the Association hereby executes this Amendment to Declaration of Protective Covenants for Stone Creek Canyon Subdivision, for and on behalf of and for the benefit of all of the Owners.

08-4400-0001 through 0022
08-4425-0001 through 0019
08-4430-0001 through 0023

DEFINITIONS:

1. The Declaration is hereby amended to add the following definitions:

a. **"Accessory Building"** shall mean and refer to any structure which (1) is not the preliminary structure, (2) contains at least 120 square feet, (3) requires a building permit, (4) is not a shed, shack or other out-building (for which a building permit is not required), and (5) qualifies as such under the totality of the circumstances in the opinion of the ARC.

b. **"Entry"** shall mean the entry way into the Project.

c. **"Entry Monument"** shall mean the monument, planter boxes, landscaping features and other physical improvements identifying the Project located at or near the Entry or entrance to the Project.

2. Article IV of the Declaration is hereby amended to add the following provisions:

30. **Designs, Plans and Specifications.** Architectural designs, plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the ARC for review and approval. Information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction should be submitted if applicable. Designs submitted for approval shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

a) **Review Considerations Generally.** In reviewing each submission, the ARC may consider the proposed design, harmony of external design with existing structures and the common scheme, the location in relation to surrounding structures, topography, finish grade and elevation, among other things.

b) **Aesthetics.** Decisions of the ARC may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as ARC members change over time.

c) **Minimum Home Requirements.** No Home shall be constructed or altered unless it meets the following minimum requirements:

1) Only single family residential Homes are allowed.

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

- 3) No slab on grade Homes are permitted.
- 4) Without the prior written consent of the ARC, a basement is required for each Home.
- 5) Without the prior written consent of the ARC, each Home shall have a private garage for not less than two motor vehicles.
- 6) The Home exteriors, in their entirety, must consist of either maintenance free stucco and masonry, unless another construction material is approved by the ARC in writing. No aluminum or vinyl is permitted.
- 7) Any detached accessory building must conform in design and materials with the primary residential Home. Construction of an accessory building should be completed within six (6) months of the start date.
- 8) Any and all plans and specifications for an Accessory Building must be submitted, reviewed and approved in writing in advance.
- 9) Any detached accessory building must conform in design and materials with the primary residential Home.
- 10) No fence or similar structure shall be erected in any required front yard of a Home to a height in excess of three and one-half (3.5'); nor shall any fence or similar structure be erected in any side or rear yard to a height in excess of six (6') feet. On corner lots, no fence or other similar structure shall be erected in any yard bordering a street or front yard of an adjoining lot to a height in excess of three and one-half (3.5') feet. Vinyl fencing is allowed without additional approval required. Wood, masonry and wrought iron fencing may be allowed with the express prior written consent of the ARC, although approval may be denied. Chain link fencing is strictly prohibited. If there is a dispute as to what constitutes the front, side or rear yards, or whether a variance has been granted, the decision of the ARC shall be final, binding and conclusive. Chain link fencing or other suitable construction material approved by the ARC may be allowed around the Park.
- 11) Conditional uses may be allowed for a swimming pool, cabana, equipment building, outdoor recreational activities, such as an athletic court, tennis courts, basketball court, soccer pitch, batting cage, and so forth.
- 12) No tin sheds are allowed.

d) **Preliminary Architectural Drawings, Plans and Specifications.** The ARC may require, as a minimum, the following additional items:

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

d) **Final Plans and Specifications and Working Drawings.**
The ARC may also require, as a minimum, the following:

- 1) Plot plans to scale showing the entire site, building, garages, walks, drives, fence, carriage lights, 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.
- 2) Detailed floor plans.
- 3) Detailed elevations, indicating all materials and showing existing and finished grades.
- 4) Detailed sections, cross and longitudinal.
- 5) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc. Specifications shall give 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.

e) **Landscaping.** All Lot landscaping, grading, and drainage is subject to the following covenants, conditions, restrictions and easements, and shall be completed strictly in accordance with the Landscaping Guidelines adopted by the Developer or the ARC and so as to comply with and not impair all applicable ordinances and flood control requirements.

- 1) All Lot landscaping (which includes the park strips along the street in front of the Lot) must be completed within twelve (12) months of the date of the initial closing on the purchase of a Home; provided, however, anything to the contrary notwithstanding those Homes which have been occupied

for more than one year, whose landscaping is incomplete, shall have until October 1, 2008 to complete their landscaping.¹

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 overall community theme and shall be an approved tree species.

3) The Developer will provide the City with a bond for landscaping whenever possible.

4) 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.

5) By accepting a deed or other document of conveyance to a Lot, the Owner hereby agrees, acknowledges and consents that if the Developer is required by the City to install front yard landscaping prior to receiving a final inspection on the Lot, to the basic front yard landscaping so provided and further agrees that the landscaping installed by Developer 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.

6) The Owner is responsible for the initial planting of trees.

7) Trees, lawns, shrubs, or other plantings placed on a Lot shall be properly nurtured, maintained and replaced by the Owner.

8) Any weeds or diseased or dead lawn, trees, ground cover, bushes or shrubs shall be removed and replaced.

9) All replacement trees must also be the same species as the original street tree. All replacement trees must be at least 2" in caliper and must be approved by the ARC.

10) 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.

11) No concrete, cement or masonry products, pavers, brick, stone, cobblestone, tile, terrazzo, slabs, slate, rocks, pebbles, gravel,

¹ A fine will be assessed immediately and without further notice if the landscaping is not complete on October 1, 2008 anything to the contrary notwithstanding.

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 ARC.

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

13) Driveway additions and/or side pads must be completed no later than twelve (12) months of the start date. All driveways and/or side pads must be constructed of concrete. Asphalt, gravel or other surfaces are prohibited.

14) If Developer is required to install front yard landscaping prior to receiving a final inspection from the City, then the Owner, by accepting a deed or other document of conveyance to a Lot, acknowledges, understands and agrees that only a basic front yard landscaping will be provided by Developer and that this service will be provided in lieu of the 2,000 sq. ft. of sod promised on any promotional materials, including but not limited to the Purchase Price Addendum and/or the Ivory Homes Catalogue of Homes.

15) Should any Owner fail to comply with the provisions of this paragraph, the Developer or the ARC 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.

16) The costs and expenses incurred, including a reasonable attorney's 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.

f) **Easements.** Easements for utilities, the Entry Monument, drainage systems and facilities, and irrigation are reserved hereby and as shown on the recorded Plat. If any portion of the Entry or Entry Monument encroaches or comes to encroach upon a Lot, in whole or in part, as a result of construction, reconstruction, repair, shifting, settling, or movement, an easement for such encroachment is created hereby and shall exist so long as such encroachment exists. An Owner may not do any landscaping, grading or work, or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of utilities, Entry Monument, 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. If a drainage channel is altered by an Owner, the Developer and/or the Association expressly reserve the right to enter onto the property to restore the area at the cost of the Owner, and without being guilty of a trespass. In addition, the easement and right of way area of or on each Lot, including by way of illustration but not limitation, the Entry Monument, in whole or in part, utilities, drainage systems and facilities, and irrigation, and all improvements within said area shall be maintained continuously by the Owner of the property, at his sole expense, excepting those improvements for which a public authority or utility company is expressly responsible.

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 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.

1) 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.

2) It shall be the responsibility of the Owner to see that his Lot strictly conforms with the grading and drainage plan established by the Developer, Weber County and the City.

h) **Approval.** In the event that the ARC fails to disapprove any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be considered approved, subject to the minimum requirements as set forth herein.

i) **No Waiver of Future Approvals.** The approval of the ARC 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 such Committee, 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.

j) **Variance.** The ARC 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) stop the ARC 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.

k) **Limitation of Liability.** Neither the Developer nor the ARC, or any of their 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 Developer and the ARC, and their employees, agents, representatives or consultants, harmless from any and all loss, damage or liability they 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.

l) **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 ARC an Owner shall at his 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 ARC 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.

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

n) **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 PUD ordinance.. 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 ARC: The approval of the Ivory Homes Sales staff and/or construction personnel is insufficient.

31. **Use Restrictions and Nature of the Project.** The Lots are subject to the following use restrictions which shall govern both the architecture and the activities within the Project:

a) **Private Residence.** No Lot shall be used except for residential purposes.

b) **Business Use.** No resident may operate a commercial trade or business in or from his Unit 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 Unit. No commercial trade or business may be conducted in or from a Unit 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; (3) the business activity satisfies the Home Occupation Guidelines adopted by the ARC, as they may be modified from time to time; and (4) the resident has obtained the prior written consent of the ARC. Notwithstanding the foregoing, the leasing of a Lot shall not be considered a trade or business within the meaning of this subsection.

c) **Storage and Parking of Vehicles.** The driving, parking, standing, and storing of motor vehicles in, on or about the Project is governed and regulated by the Project Documents, including:

1) **Parking Rules.** The parking rules and regulations adopted by the ARC, as they may be amended from time to time;

2) **Denial of Access.** 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.

3) **Repairs.** 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.

4) **Garages.** 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.

5) **Street Parking.** Parking on the street is prohibited.

6) **Damaged Vehicles.** All motor vehicles parked so as to be visible from the street or another Lot must be undamaged (less than \$1,000.00 to repair)², in good mechanical condition, registered, and licensed.

7) **Storage of Vehicles.** Except as otherwise expressly permitted, motor vehicles may not be "stored" so as to be visible from the street or another Home. This includes by way of illustration but not limitation unregistered, unlicensed, abandoned, disabled, or damaged (\$1,000 +) motor vehicles.

8) **Oversized Vehicles.** 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 be stored provided the vehicle is in good running condition and properly licensed and registered. Trailers and all recreational vehicles may be parked on the side of any Home provided the following conditions are met: (1) they are placed on a concrete pad, (2) a description of the vehicle is provided to the ARC for review, (3) written approval is obtained from the ARC, and (4) they do not extend more than ten (10') feet past the geometric plane created by the front of the Home. Trailers and vehicles considered by the ARC, in its sole discretion, to be "unsightly" or "inappropriate" must be placed behind a fence so as not to be Visible From A Neighboring Property or the street. Eighteen-wheel semi trailers and similar oversized transportation devices are not allowed.

9) **Towing.** Vehicles parked in violation of this Declaration may be immobilized, impounded, or towed by the ARC or its designee without further notice and at the owner's sole risk and expense.

d) **Garbage and Refuse Disposal.** 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 in the approved commercial trash receptacle. Trash receptacles must be removed from the street within a twenty-four (24) hour period on pick-up days.

² This amount is subject to change.

e) **Aerials, Antennas, and Satellite Systems.** All exterior aerials, antenna and satellite dishes (collectively "antenna") must be positioned so that they are screened from view from the street. No antenna shall be erected, maintained or used in, on or about any Home, outdoors and above ground, whether attached to or on top of any building, structure, Home, or otherwise, within the Project without the prior written consent of the Developer or ARC, which shall not be unreasonably withheld. If there is a conflict between this subsection and the FCC guidelines, the latter shall in all respects govern and control. In making its decisions, the Developer and/or ARC shall abide by and be subject to all relevant local, state and federal laws, including but not limited to all 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 at the Project. 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. The following acts may constitute a nuisance: (1) causing damage to the property of anyone other than the pet owner; (2) causing unreasonable fouling of the air by odors; (3) causing unsanitary conditions; (4) running loose throughout the Project and not in a cage or on a leash and under the control of a responsible person; (5) barking, howling, whining, or making other disturbing noises in an excessive, continuous or untimely fashion; (6) molesting or harassing passersby by lunging at them or chasing passing vehicles; (7) attacking or threatening to attack people or other domestic animals; (8) otherwise acting so as to bother, annoy or disturb the sensibilities of a reasonable person or interfering with the right of residents to the peaceful and quiet enjoyment of their property; or (9) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare or safety of other residents.

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 any other residents, guests, or invitees of his 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 Developer, who may use whatever signs it deems appropriate to market its Lots. "For Rent" or "For Lease" signs in the Common Area, 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.

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 used on any Lot at any time as a residence.

m) **Entry Monument.** If an Owner purchases a Lot which includes a common improvement, including by way of illustration but not limitation an Entry, Entry Monument, planter, planter box, planter strip, perimeter fence, wall, street light, exterior lighting or other landscaping treatment of any kind, shall, at his sole expense, maintain such common elements in good condition, and may not improve his property or place any plant, hedge, tree, bush, shrub or object, natural or artificial, behind, to the side or in front of such improvement or feature or so as to impair, obstruct, block or impede the view or purpose of the Entry, Entry Monument or other improvement, planter box, landscaping strip, or any such special landscaping feature.

n) **Chimes and Musical Sound Makers.** Chimes, dream catchers, bells, tubes or other objects hung vertically outside the Home which ring, strike or otherwise produce musical sounds or harmony heard by other residents are prohibited.

o) **Equipment in the Street.** Portable basketball standards or similar recreational equipment must be removed from the street when not in use.

p) Window Coverings, Awnings and Sun Shades.

No-aluminum foil, newspapers, reflective film coatings, sheets, blankets, or any other similar materials may be used to cover the exterior windows of any residential structure on a Lot. Sun shades are not allowed on the exterior of any Building, unless the color, style, construction material and uniformity of appearance is approved by the Management Committee.

q) Windows. All windows and window panes in the

Project shall be harmonious, and comparable in size, design and quality so as not to detract from uniformity in appearance and quality of construction.

32. **Owner-Occupied.** In order to maintain the value of the purchased property and subdivision, a Home must be owner-occupied for a period of at least one (1) year after closing. The term "owner-occupied" shall mean a Unit occupied by one of the following: (a) The vested owner (as shown on the records of the Utah County Recorder); (b) The vested owner and/or his spouse, children or siblings; or (c) The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner (provided, such person holds a beneficial interest in such legal entity of at least 50.0%) and/or his spouse, children or parents.

33. **Leases.** Each Owner agrees, by the acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the purchased property and the subdivision, the leasing and renting of Homes is subject to the following covenants, conditions and restrictions:

a) **Rental Rules.** Renting rules and regulations adopted by the Management Committee, as they may be amended from time to time.

b) **Rental Moratorium.** No Owner may lease or rent his Home for a period of one (1) year from the date of closing.

c) **Short Term Rentals.** No Owner shall be permitted to lease his Home for short term, transient, hotel, vacation, seasonal or corporate use purposes. For purposes of this section the term "short term" shall be considered to be any rental with 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 his entire Home, including by way of illustration but not limitation letting a room to domestic help or a caretaker, without the prior express written consent of the Management Committee.

d) **Signage.** "For Rent" or "For Lease" signs are prohibited.

e) **Approvals.** The Management Committee must approve in writing all lease and rental agreements as to form. Any lease or rental agreement not approved or in violation of the Project Documents shall be considered "non-conforming" and, as such, voidable by the Management Committee.

f) **Rental Agreements.** The Association may also require that Owners use lease forms or addenda, such as the Crime Free Addendum or the Project Addendum, approved by the Association (or include specific terms in their leases); and the ARC may impose a review or administration fee on the lease or transfer of any Lot.

g) **No Other Restrictions.** 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 Home.

34. **Transfer Fee.** Each Owner agrees, by the acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the purchased property and the subdivision, to pay to the Association a sum equal to five percent (5%) of the gross sales price on the Lot as a transfer fee if his Lot is sold or if he enters into a lease/option or other similar agreement on the Lot during the initial one (1) year period after the date of closing.

35. **View Impairment.** Neither the Developer nor the ARC guarantees or represents that any view over and across any property, including any Lot or Building will be preserved without impairment. Neither the Developer nor the ARC shall have the obligation to prune or thin trees or other landscaping except as set forth herein. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

36. **Property Management.** The Property may be self-managed or managed by a professional manager or professional management company at the discretion of the Management Committee.

3. Article III, Section 2 of the Declaration is hereby amended to add the following provisions:

a. **General.** Except as provided elsewhere in this Declaration, including by way of illustration but not limitation to sections pertaining to the annexation or withdrawal of land, any amendment to this Declaration shall require the affirmative written vote or consent of at least sixty-seven percent (67%) of the Total Votes of the Association cast either

in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any Amendment authorized pursuant to this Section shall be accomplished through the recordation in the Office of the County Recorder of an instrument executed by the President of the Association. In such instrument an officer or delegate of the Association shall certify that the vote required by this Section for amendment has occurred.

b. Unilateral Right to Amend Under Certain Conditions.

Anything to the contrary notwithstanding, this Declaration may be amended unilaterally at any time and from time to time by Developer if such Amendment is (i) necessary to correct typographical errors or inadvertent omissions; (ii) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (iii) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; provided, however, any such amendment shall not materially adversely affect the title to any such Lot, unless any such Owner shall consent thereto in writing.

c. Developer's Right to Amend Unilaterally Prior to Termination of Developer's Right to Control. Prior to the expiration of the Period of Developer's Control,³ Developer may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner, nor shall it adversely affect title to any property without the consent of the affected Owner.

e. To Satisfy Requirements of Lenders. Anything to the contrary notwithstanding, Developer reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of Lots, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot, or any portions thereof. Any such amendment shall be effected by the recordation by Developer of an amendment duly signed by the Developer, specifying the federal, state or local governmental agency or the federally chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such an amendment shall be deemed conclusive proof of the agency's or

³ When all of the Lots have been sold.

institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Lots and all persons having an interest therein. It is the desire of Developer to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment requested pursuant to the provisions of hereof deletes, diminishes or alters such control in any manner whatsoever in the opinion of Developer, Developer shall have the unilateral right to amend this Declaration to restore such control.

f. **Developer's Rights.** No provision of this Declaration reserving or granting to Developer the Developmental Rights shall be amended without the prior express written consent of Developer, which consent may be withheld, conditioned or delayed for any reason or for no reason at Developer's sole and exclusive discretion.

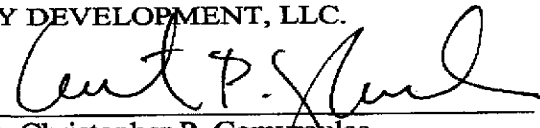
4. **Conflicts.** In the event of any conflict, inconsistency or incongruity between the provisions of this Amendment and the provisions of the Declaration, the former shall in all respects govern and control.

5. **Incorporation.** It is expressly agreed that this amendment is supplemental to the Declaration, which is by reference made a part hereof, and all the terms, conditions, and provisions thereof, unless specifically modified herein, continue to apply and are made a part hereof as though they were expressly rewritten, incorporated and included herein.

6. **Effective Date.** The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Weber County, Utah.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 20 day of June, 2008.

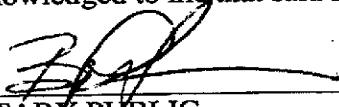
DEVELOPER:
IVORY DEVELOPMENT, LLC.

By: 
Name: Christopher P. Gamvroulas
Title: Managing Member

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30 day of June, 2008 by Christopher P. Gamvroulas, the Managing Member of IVORY DEVELOPMENT, LLC., a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said IVORY DEVELOPMENT, LLC. executed the same.



NOTARY PUBLIC
Residing at:
My Commission Expires:



EXHIBIT "A" (Continued on "A-2")

The Land described in the foregoing document is located in WEBER COUNTY, UTAH and is described more particularly as follows:

BOUNDARY DESCRIPTION

A part of the Southwest Quarter of Section 10, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 1711.14 feet North 0°42'44" East along the Section line and 33.00 feet South 89°36'24" East from the Southwest corner of said Quarter Section; running thence North 0°42'44" East 859.46 feet to the South right-of-way line of the Layton Canal; thence three (3) courses along said South right-of-way line as follows: South 88°52'46" East 29.56 feet; Northeasterly along the arc of a 100.00 foot radius curve to the left a distance of 95.76 feet (Long Chord bears North 63°41'14" East 92.14 feet) and North 36°15'14" East 48.08 feet to an existing fence; thence South 89°16'32" East 407.94 feet along said fence; thence South 0°42'44" West 109.95 feet; thence South 89°17'16" East 4.34 feet; thence South 0°42'44" West 160.00 feet; thence South 89°17'16" East 43.35 feet; thence South 0°42'44" West 495.20 feet; thence South 89°17'16" East 41.99 feet; thence South 0°42'44" West 171.45 feet to the North boundary of Midland Plaza Subdivision, West Haven City, Weber County, Utah; thence North 89°36'24" West 537.00 feet along said North boundary to the point of beginning.

Contains 13.510 Acres

EXHIBIT "A-2"
LEGAL DESCRIPTION
STONE CREEK PHASE 2 SUBDIVISION PROPERTY

The Property referred to in the foregoing document as the Stone Creek Phase 2 Subdivision Property is located in Weber County, Utah and is described more particularly as follows:

BOUNDARY DESCRIPTION

A part of the Southwest Quarter of Section 10, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey;

Beginning at the Southeast corner of Lot 15, Stone Creek Canyon Phase 1, in West Haven City, Weber County, Utah; said point being 1711.14 feet North 0°42'44" East along the Section line and 670.00 feet South 89°36'24" East along the South line of said Stone Creek Canyon Phase No. 1 from the Southwest corner of said Section and running thence seven (7) courses along the Easterly Boundary of said Stone Creek Canyon Phase 1 as follows: North 0°42'44" East 171.45 feet; North 89°17'16" West 41.99 feet; North 0°42'44" East 495.20 feet; North 89°17'16" West 43.33 feet; North 0°42'44" East 180.00 feet; North 89°17'16" West 4.34 feet and North 0°42'44" East 109.95 feet to an existing fence; thence South 89°16'32" East 359.56 feet along said existing fence; thence South 0°42'44" West 935.03 feet to the North line of Midland Plaza Subdivision, West Haven City, Weber County, Utah; thence North 89°36'24" West 269.90 feet along said North line to the point of beginning.

Contains 6.815 Acres