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WHEN RECORDED RETURN TO:  
IVORY HOMES  
970 E. Woodoak Lane  
Salt Lake City, Utah 84117  
(801) 268-0700

8583647  
03/27/2003 10:56 AM 46.00  
Book - 8763 Pg - 7548-7550  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
IVORY HOME  
COLIN WRIGHT  
970 E WOODOAK LN  
SLC UT 84117  
BY: ZJM, DEPUTY - WI 7 P.  
6 pg

**FIRST SUPPLEMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS  
FOR LONE PEAK COURT**

This FIRST SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR LONE PEAK COURT, is made and executed by IVORY HOMES, a Utah limited partnership, of 970 E. Woodoak Lane, Salt Lake City, Utah 84117 (hereinafter referred to as "Declarant").

**RECITALS**

Whereas, the Declaration of Protective Covenants for Lone Peak Court Subdivision was recorded in the office of the County Recorder of Salt Lake County, Utah as Entry 8321151 in Book 8632 at Page 6135-6149 of the Official Records of the County Recorder of Salt Lake County, Utah (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 Salt Lake County, Utah.

Whereas, under Section 3 of the Declaration, Declarant reserved an option to expand the subdivision in accordance with the Declaration.

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

Whereas, under the provisions of the Declaration, Declarant expressly reserved the absolute right to expand the application of the Declaration to other real property.

Whereas, Declarant desires to expand the subdivision by creating on the Phase II Property additional Lots.

Whereas, Declarant now intends that the Phase II Property shall become subject to the Declaration.

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**NOW, THEREFORE**, for the reasons recited above, and for the benefit of the subdivision and the Lot Owners thereof, Declarant hereby executes this FIRST SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR LONE PEAK COURT PHASE II.

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

A. **Association** shall mean all of the Owners acting as a group in accordance with the Declaration.

B. **Common Areas and Facilities** shall mean and refer to all of the common elements in the Project including by way of illustration but not limitation the Entry, Entry Monument, Park Strip, and Detention Pond.

C. **Common Expense** shall mean and refer to all expenses incurred by the Association in maintaining, repairing, and replacing the Common Area and Facilities.

D. **Detention Pond** shall mean and refer to the detention pond in the rear yard of Lot No 1.

E. **First Supplemental Declaration** shall mean and refer to this FIRST SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR LONE PEAK COURT.

F. **Entry** shall mean and refer to the main entrance into the Subdivision.

G. **Entry Monument** shall mean and refer to the monument marking the Entry.

H. **Management Committee** or **Committee** shall mean and refer to the ARC, which shall administer the Association.

I. **Park Strip** shall mean and refer to the park strip running along Farm Hollow Lane as shown on the Phase II Map.

J. **Phase II Map** shall mean and refer to the Plat Map of Phase II of the Project, prepared and certified to by Martin W. Shearer, a duly registered Utah Land Surveyor holding Certificate No. 4948, and filed for record in the Office of the County Recorder of Salt Lake County, Utah concurrently with the filing of this First Supplemental Declaration.

K. **Subdivision** shall mean and refer to LONE PEAK COURT PHASE I and LONE PEAK COURT PHASE II.

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 the Declaration as it may be supplemented or amended 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 First Supplemental 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 ARC and the Association.

4. **Total Number of Units Revised.** As shown on the Phase II Map, nineteen (19) new Lots, Numbers 201-219, are or will be constructed and/or created in the Project on the Phase II Property. Upon the recordation of the Phase II Map and this First Supplemental Declaration, the total number of Lots in the Project will be thirty-three (33) The additional Lots (and the homes to be constructed therein) are or will be substantially similar in construction, design and quality to the Lots and homes in the prior Phase.

5. **Common Expense Allocation.** The Common Expenses shall be allocated among all of the Lots in the Subdivision equally and uniformly.

6. **Mortgagee Protection.** Nothing herein contained, and no violation of these covenants, conditions, and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value.

7. **Duty of Association.** The Association shall maintain, repair, and replace, as the need arises from time to time, the Common Areas and Facilities at the Project. The Association shall be responsible for the maintenance of the park strip (including the trees) on Farm Hollow Lane from Stokes Avenue to the first building lots (lot 1 and lot 19).

8. **Management.** The Association shall be managed by the ARC.

9. **General Status and Authority and Duties of Management Committee.** The Association shall be managed by the Management Committee. The Management Committee shall adopt an annual budget, insure the Common Areas and Facilities, pay all Common Expenses, allocate the Common Expenses among the Owners, bill the Owners for their portion of the Common Expenses, collect the Assessments, and take all other actions necessary or incident thereto. The Management Committee shall constitute a legal entity capable of dealing in its own name or in behalf of two or more Owners. The Management Committee shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section and its decisions. The Management Committee may appoint offices and agents of the Association, such as

a President and Secretary, who may but need not be members of the Committee. The Management Committee may adopt reasonable rules and regulations to govern the Common Areas and Facilities. Any instrument executed by the Management Committee or its legal representative that recites facts which, if true, would establish the 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.

10. **Common Profits, Expenses, and Voting Rights.** The common profits of the Property shall be distributed among, the common expenses shall be charged to, and the voting rights shall be available to, the Lot Owners equally.

11. **Debt Collection.** An assessment or fine is a debt of the Owner at the time it is made and is collectible as such. Suit to recover a personal judgment for unpaid fines is maintainable by the ARC without foreclosing or waiving the lien securing it. If any Owner fails or refuses to make any payment of a fine when due, that amount constitutes a lien on the interest of the Owner in the Property, and upon the recording of notice of lien, it is a lien upon the Owner's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except: (a) tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and (b) 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.

12. **Late Fees.** A late fee of \$20.00 may be charged on all payments received more than ten (10) days after they were due.

13. **Finance Charge.** A finance charge of 1.5% per month may be assessed on the outstanding balance of all delinquent accounts.

14. **Insurance.** If reasonably available, the Management Committee may elect to purchase adequate liability and directors and officers insurance, and a fidelity bond.

15. **Fines.** After written notice of the violation and a hearing, the Management Committee may fine or otherwise sanction an Owner for his failure to comply with this Declaration or any rules and regulations adopted by the ARC from time to time.


16. **Maintenance of Detention Pond.** The Owner of Lot No. 1 shall maintain, repair and replace as necessary the Detention Pond. If he or she fails to do so, and fails to remedy the default within ten (10) days after written notice, then the Association may do the work and charge the Owner of Lot No. 1. The owner of Lot No. 1 shall not provide any fencing without the coordination of the Draper City Public Works Department. The expense shall be the debt of said Owner at the time the expenditure is made and is collectible as such. If the Owner fails to make payment of the debt when due, that amount constitutes a lien on his or her interest in the property.

17. **Effective Date.** The effective date of this First Supplemental 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 Salt Lake County, Utah.

Dated the 27 day of February, 2003.


DEVELOPER:  
IVORY HOMES, LTD.  
By: VALUE, L.C.  
Its: General Partner

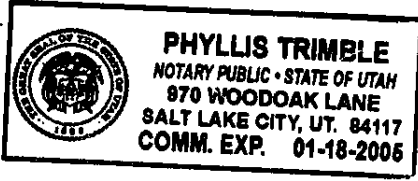
By:   
Name: Clark Ivory  
Title: Manager

**ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  ss:  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 27 day <sup>Feb.</sup>~~January~~, 2003 by Clark Ivory, the Manager of VALUE, L.C., the General Partner of IVORY HOMES, LTD., a Utah limited partnership, and said Clark Ivory duly acknowledged to me that said IVORY HOMES, LTD. executed the same.

  
NOTARY PUBLIC  
Residing at: S.C. UT  
My Commission Expires: 1/18/05



BK 8763 PG 550 B

EXHIBIT "A"  
LEGAL DESCRIPTION

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

PARCEL 1A: (PER REFERENCED TITLE REPORT)

BEGINNING NORTH 0°21'03" EAST 1888.86 FEET AND SOUTH 84°12'28" EAST 885.81 FEET FROM CENTER SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 84°12'28" EAST 50.15 FEET; THENCE SOUTH 1°20'08" WEST 342.84 FEET MORE OR LESS; THENCE WEST 50.01 FEET; THENCE NORTH 1°20'08" EAST 347.63 FEET MORE OR LESS TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION FOUND TO LIE WITHIN THE BOUNDARIES OF THE LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED, RECORDED MAY 4, 1994, AS ENTRY NO. 5813411, IN BOOK 6933, AT PAGE 931, OF OFFICIAL RECORDS.

PARCEL 1B: (PER REFERENCED TITLE REPORT)

COMMENCING 895.125 FEET NORTH 0°02' EAST AND 639.41 FEET SOUTH 89°51' EAST AND 37.83 FEET NORTH 0°58'29" EAST FROM CENTER SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, TO POINT OF BEGINNING; THENCE EAST 480.47 FEET TO EAST BOUNDARY; THENCE NORTH 3°51' EAST 356.85 FEET TO NORTH BOUNDARY; THENCE WEST 480.47 FEET TO WEST BOUNDARY; THENCE SOUTH 0°58'29" WEST 358.10 FEET TO POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF HUNTERS POINT SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 2: (PER REFERENCED TITLE REPORT)

COMMENCING 895.125 FEET NORTH 0°02' EAST AND 639.41 FEET SOUTH 89°50' EAST FROM CENTER SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, TO POINT OF BEGINNING; THENCE SOUTH 0°58'29" WEST 332.35 FEET; THENCE EAST 481.88 FEET TO EAST BOUNDARY; THENCE NORTH 0°51' EAST 370.66 FEET TO NORTH BOUNDARY; THENCE WEST 480.47 FEET TO WEST BOUNDARY; THENCE SOUTH 0°58'29" WEST 37.53 FEET TO POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION OF SAID LAND FOUND LYING WITHIN LONE PEAK COURT SUBDIVISION AND HUNTERS POINT SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO, LESS AND EXCEPTING THEREFROM ANY PORTION OF SAID LAND FOUND LYING WITHIN THE BOUNDARIES OF THE LAND DESCRIBED IN WARRANTY DEED, RECORDED MAY 4, 1994 AS ENTRY NO. 5813411, IN BOOK 6933 AT PAGE 931 OF OFFICIAL RECORDS.

PARCEL 3: (PER REFERENCED TITLE REPORT)

COMMENCING 895.125 FEET NORTH 0°02' EAST AND 639.41 FEET SOUTH 89°50' EAST AND 332.35 FEET SOUTH 0°58'29" WEST FROM CENTER SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN TO POINT OF BEGINNING; THENCE EAST 481.88 FEET TO EAST FENCE AND BOUNDARY; THENCE SOUTH 3°51' WEST 388.22 FEET TO CEDAR POST AND SOUTHWEST CORNER OF ENTIRE TRACT; THENCE WEST 442.50 FEET TO BOUNDARY FENCE AND WEST LINE OF SAID TRACT; THENCE NORTH 0°58'29" EAST 385.40 FEET TO POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM AND PORTION OF SAID LAND FOUND LYING WITHIN LONE PEAK COURT SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO, LESS AND EXCEPTING THEREFROM AND PORTION OF SAID LAND FOUND LYING WITHIN THE BOUNDARIES OF THE LAND DESCRIBED IN WARRANTY DEED, RECORDED JULY 28, 1994 AS ENTRY NO. 5885583, IN BOOK 6990 AT PAGE 329 OF OFFICIAL RECORDS.

AGGREGATE AS SURVEYED DESCRIPTION:

COMMENCING AT THE CENTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 0°02'00" EAST, ALONG THE QUARTER SECTION LINE, 1838.08 FEET; THENCE EAST, 852.85 FEET, TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH 84°31'31" EAST, 50.15 FEET; THENCE SOUTH 01°01'03" WEST, 343.04 FEET; THENCE EAST, 447.37 FEET; THENCE SOUTH 03°51'00" WEST, 4.22 FEET, TO A POINT ON THE HUNTER'S POINT SUBDIVISION, AS RECORDED JULY 20, 1993, AS ENTRY NO. 5557875, IN BOOK 93-7, AT PAGE 175 OF OFFICIAL RECORDS; THENCE SOUTH 89°40'54" WEST, ALONG SAID SUBDIVISION, 4.78 FEET; THENCE SOUTH 03°33'54" WEST, ALONG WESTERLY LINE AND LINE EXTENDED OF SAID SUBDIVISION, 592.88 FEET, TO A POINT ON THE PROPERTY AS DESCRIBED IN THE DOCUMENT FILED FOR RECORD JULY 28, 1994, AS ENTRY NO. 5885583, IN BOOK 6990, AT PAGE 329 OF OFFICIAL RECORDS; THENCE NORTH 43°40'23" WEST, ALONG SAID PROPERTY, 9.53 FEET; THENCE SOUTH 03°41'37" WEST, ALONG SAID PROPERTY, 521.15 FEET, TO A POINT FROM WHICH A CEDAR POST BEARS SOUTH 89°38'05" EAST, 0.5 FEET; THENCE NORTH 89°38'05" WEST, 441.20 FEET, TO AN EXISTING FENCE CORNER; THENCE NORTH 01°53'22" EAST, 20.13 FEET TO THE SOUTH LINE OF LONE PEAK COURT SUBDIVISION, AS RECORDED JULY 29, 2002, AS ENTRY NO. 8303839, IN BOOK 2002P, AT PAGE 194 OF OFFICIAL RECORDS; THENCE SOUTH 89°57'44" EAST, ALONG SAID SUBDIVISION, 1.17 FEET; THENCE NORTH 01°21'15" EAST, ALONG SAID SUBDIVISION, 125.21 FEET; THENCE NORTH 01°53'19" EAST, 235.31 FEET; THENCE NORTH 00°58'29" EAST, 331.88 FEET, TO A POINT ON SAID SUBDIVISION; THENCE NORTH 01°21'15" EAST, ALONG SAID SUBDIVISION, 9.00 FEET; THENCE NORTH 89°57'44" WEST, ALONG SAID SUBDIVISION, 0.05 FEET; THENCE NORTH 00°58'22" EAST, 29.01 FEET; THENCE NORTH 00°58'25" EAST, 358.10 FEET; THENCE SOUTH 85°30'17" EAST, 1.00 FEET; THENCE NORTH 01°01'02" EAST, 347.90 FEET, TO THE POINT OF BEGINNING.

CONTAINS 12.24 ACRES, MORE OR LESS.

- POOR COPY -  
CO RECORDER

Handwritten notes: 050, 210, 110, 130, 100, 07, 03, 24-90-92-00-07-03

Handwritten note: BK 8763967550C