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**DECLARATION OF PROTECTIVE COVENANTS
FOR
BELLEVUE SUBDIVISION**

**A SUBDIVISION
IN
CITY OF DRAPER, SALT LAKE COUNTY, STATE OF UTAH**

**IVORY DEVELOPMENT, LLC.
DEVELOPER**

WHEN RECORDED RETURN TO:

*IVORY DEVELOPMENT, LLC.
978 E. Woodoak Lane
Salt Lake City, Utah 84117
(801) 747-7440*

**DECLARATION OF PROTECTIVE COVENANTS
FOR
BELLEVUE SUBDIVISION**

THIS DECLARATION OF PROTECTIVE COVENANTS FOR BELLEVUE SUBDIVISION (the "Declaration") is executed by IVORY DEVELOPMENT, LLC, of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Developer"), with reference to the following:

RECITALS

A. Developer is the owner of certain real property located in the City of Draper and County of Salt Lake, State of Utah, described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Developer has subdivided the Property. Phase 1 will consist of 56 Lots, which will be known as Lot Numbers 101-156 of the BELLEVUE, PHASE 1.

C. The Property is an area of unique natural beauty, featuring distinctive terrain.

D. The Property is zoned "Residential Special District" to permit a master planned, architecturally controlled residential development (the "RSD").

E. The RSD zoning requirements allow for and permit flexibility in terms of planning, site design and development through the ability to customize the zoning and development standards to achieve a singular and unique development opportunity.

F. An integral feature of the RSD zone is the ability and flexibility to plan for single-family residential lots of various sizes which appeal to a diversity of different types of home buyers and family profiles. This lot size diversity allows for buyers of differing family sizes and age variations to live in an architecturally controlled neighborhood environment where not all of the lots and houses are virtually the same size and price range, as are commonly found in other zoning classifications within Draper City.

G. The Developer seeks to utilize this RSD zone to enhance and create an upscale residential development on a very prestigious, well located approximately one-hundred and thirty-six (136) acre parcel of land, located at 13200 South and 300 East.

H. Since the completion of the Project may be in phases, the completed subdivision will consist of the original phase and all subsequent phases.

I. Subdivision plat review is required for each phase of the development according to the requirements and standards of Title 17, Draper City Code.

J. Approval of this RSD acknowledges acceptance of the schematic development plan as satisfying Draper City's requirements for the Concept Subdivision Plan review and approval. Preliminary and final plats will be processed and reviewed concurrently by the City, and approved upon a finding that the submitted preliminary and final plats do not substantially deviate from the approved build-out plans and there are no significant engineering issues to be resolved.

K. Figures "1 through 23," attached to the approved Bellevue, Residential Special District Zone bearing the date March 24, 2003 and incorporated herein by this reference, define the development standards for the Property subject to changes by Draper City or the Developer from time to time.

L. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Developer to provide a general plan for development of the land, 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.

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

Now, therefore, for the reasons recited above, the Developer hereby covenants, agrees, and declares that the Property shall be subject to the following covenants, conditions and restrictions:

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

a. "Accessory Building" shall mean and refer to any structure which is not the preliminary structure, containing at least 120 square feet, and requires a building permit, and shall not include any shed, shack or other out-building for which a building permit is not required.

b. "Architectural Review Committee" shall mean the person or persons appointed to review the designs, plans, specifications, homes, architecture, fencing, and landscaping within the Subdivision (the "ARC").

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

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

e. "Common Areas and Facilities" shall mean and refer to all of the common elements in the Project including but not limited to the entry, entry monument, park strips, bridge, open space, pedestrian trail system, pedestrian corridor intersection, open space corridor, other landscaping and improvements of a less significant nature and a swimming pool and/or other recreational amenities.

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

g. "Design Guidelines" shall mean and refer to the then current Design Guidelines for Ivory Homes.

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

i. "Entry" shall mean the entry way(s) into the Subdivision.

j. "Entry Monument" shall mean the monument identifying the Subdivision and surrounding landscaping and planter area located at the Entry to the Project.

k. "Ivory Development" shall mean and refer to the Developer, Ivory Development, LLC.

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

m. "Management Committee" or "Committee" shall mean and refer to the ARC, which shall administer the Association.

n. "Managing Member" shall mean and refer to the person appointed by the Developer to unilaterally make all day-to-day business decisions for the Association, ARC and Management Committee.

o. "Open Space" shall mean and refer to the commons, parks, grounds, and open landscaped areas within the Subdivision.

p. "Owner" or "Owners" shall mean the record owner or owners of a fee simple title to any Lot, whether one or more natural persons or legal entities, and excluding those persons having such interest merely as security for the performance of an obligation.

q. "Period of Developer Control" shall mean and refer to a period of time commencing on the date this Declaration is recorded and terminating on the occurrence of last of the following Events: (1) Four months after 100% of the Dwellings constructed upon Lots owned by Developer in all phases have been sold; or (2) When in its sole discretion the Developer so determines and records a written Waiver of Control.

r. "Person" shall unless otherwise indicated mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

s. "Plans and Specifications" shall mean and refer to any and all documents designed to guide or control the construction of an Improvement, or alterations, modifications, changes, additions and the like thereto, including without limitation all documents indicating the size, shape, configuration and/or materials, to be incorporated; all site plans, excavation and grading plans, elevation drawings, floor plans, techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the improvement or proposal in question.

t. "Plat Map" shall mean and refer to the "Record of Survey Map or Maps of Bellevue Subdivision, as it may be amended from time to time. The Plat Map will show the location of the Lots.

u. "Project" shall mean the Subdivision.

v. "Recreational, Oversized or Commercial Vehicle" shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, horse trailer, or any other recreational, oversized or commercial transportation device of any kind.

w. "Parking Pad" shall mean and refer to a cement or concrete, (or other construction material approved in writing by the ARC) parking pad constructed or installed on a Lot for the purpose of parking or storing of a Recreational, Commercial, or Oversized Vehicle.

x. "Parking Pad Fence" shall mean and refer to the cinder block, vinyl or wood (or other construction material approved by the ARC in writing) fence surrounding the Parking Pad.

y. "Subdivision" shall mean BELLEVUE Subdivision.

2. **Area of Application.** This Declaration shall apply to all of the Property.

3. **Right to Expand Application.** Without any other additional approval required, the Developer shall have the exclusive, unilateral, unconditional, and irrevocable right to (a) convert the use of a lot or lots to accommodate a swimming pool and/or other recreational amenities and to assess fees to pay for these amenities; and (b) expand the application of this Declaration to other real property and to add future phases by written amendment to this Declaration duly recorded.

4. Association. The Association will be formed and maintained in perpetuity to care for and maintain interior trails, entry features, private open space, and underdrain system, as well as to enforce the architectural and restrictive covenants within the community.

5. Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows:

All of Lot No. _____ contained within BELLEVUE, a Residential Special District, as the same is identified in the Plat Map recorded in Salt Lake County, Utah as Entry No. _____ in Book _____ at Page(s) _____ of the official records of the County Recorder of Salt Lake County, Utah (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Covenants, Conditions, and Restrictions of BELLEVUE, a Residential Special District Development recorded in Salt Lake County, Utah as Entry No. _____ in Book _____ at Page(s) _____ of the official records of the County Recorder of Salt Lake County, Utah (as said Declaration may have heretofore been supplemented), together with an undivided percentage of ownership interest in the Association.

Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot. Neither the membership in the Association, nor percentage of ownership interest in the Association shall be separated from the Lot to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the Association and such right of exclusive use shall automatically accompany the transfer of the Lot to which they relate.

6. Management. The Association shall be directed and managed by a committee of at least three (3) and no more than five (5) members. Until the termination of the Period of Developer's Control, the Developer shall select the members of the Management Committee. Thereafter, the Owners shall elect or appoint the members of the Management Committee in accordance with the Project Documents.

7. General Status and Authority and Duties of Management Committee. The Management Committee shall have the power and authority to adopt an annual budget, levy assessments, allocate the Common Expenses among the Owners, bill the Owners for their portion of the Common Expenses, collect the Assessments, pay all Common Expenses, insure the Common Areas and Facilities, adopt bylaws, adopt rules and regulations, and take all other actions necessary or incident thereto. Any instrument executed by the Management Committee or its legal representative or Managing Member which 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. 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. Until the end of the Period of Declarant's Control, the Declarant shall have the exclusive, unilateral and irrevocable right to appoint the members of the Management Committee and the Managing Member.

8. Membership in the Association. Membership in the Association is mandatory, may not be partitioned from the ownership of a Lot, and each Lot Owner by virtue of his accepting a deed or other document of conveyance to a Lot is deemed to be a member of the Association.

9. 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.

10. **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 Association without foreclosing or waiving the lien securing it. If any Owner fails or refuses to make any payment of an assessment or 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.

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

12. **Default Interest.** Default interest of 1.5% per month may be assessed on the outstanding balance of all delinquent accounts until paid in full.

13. **Architectural Review Committee ("ARC").** The Developer has the power and authority to resolve all architectural issues during the Period of Developer's Control and appoint the member(s) of the ARC and the Managing Member. Thereafter, the Management Committee may function as the ARC or appoint separate members to serve thereon. The initial members of the ARC are Chris Gamvroulas, John Cahoon, and Brian Apsley, who shall serve until such time as their successors are qualified and appointed.

a. **Authority.** The ARC shall resolve all architectural issues, subject to the irrevocable right of Developer to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and/or to veto any decision which Developer determines, in its sole discretion, to be inappropriate or inadvisable

b. **ARC Powers and Standing.** Any instrument executed by the ARC 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. The ARC shall constitute a legal entity capable of dealing in its own name or in behalf of two or more Owners. The ARC shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section and its decisions, including without limitation:

1. **Review Plans.** The power and authority to review and approve or disapprove all architectural designs, plans, specifications, construction materials, and construction.

2. **Respond to Complaints.** While the ARC will not police the Subdivision for the compliance of these covenants, it shall have the power and authority, but not the obligation, to respond to written concerns of Owners about architectural issue.

3. **Access.** The power and authority to enter into or upon any Lot to make inspections, evaluations or repairs and to do other work necessary for the proper maintenance and operation of the Subdivision or to enforce the decisions of the ARC. Except in the case of an emergency, residents shall be given at least twenty-four (24) hours prior notice before the ARC may exercise this power.

4. **Assess.** The power and authority to levy and collect Assessments, upon request, for the Management Committee.

5. **Enforcement.** The power and authority to issue sanctions, fine, or otherwise individually charge an Owner for a violation of the Design Guidelines or seek other more formal legal remedies, including but not limited to injunctive relief and damages.

6. **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 ARC to perform its functions for and in behalf of the Owners.

14. **Common Utilities.** The Developer may elect to provide common water and power utility services through a meter or meters on an individual Lot or Lots. Each such Owner agrees, by accepting a deed or other document of conveyance to such Lot, to provide those common water and power utility services to the Common Areas and Facilities not separately metered and billed to the Association by the provider; provided, however, in such circumstance the Owner of each such Lot shall be entitled to the following credits:

a. **Water.** A monthly credit an amount equal to the difference between the water bill for each such Lot and the average water bill for all of the other Lots in the Project; and

b. **Power.** A monthly credit in an amount equal to the greater of (1) \$5.00 or (2) a sum equal to the number of watts in the light bulb, multiplied by the Kilowatt rate of the local power company, multiplied by 4,000, divided by 1,000, and divided by 12.

15. **Insurance.** If reasonably available, the Management Committee may elect to purchase adequate liability insurance, property insurance, workers compensation insurance, a fidelity bond, and directors and officers insurance providing coverage for the Association and/or the ARC.

16. **Use Restrictions and Nature of the Project.** The Property is 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 for a single family. No temporary structure including trailers, tents, shacks, garages, barns or other outbuildings shall be used on any Lot at any time as a residence. No Dwelling may be rented for short term or vacation use, on a seasonal basis, or for hotel or transient use. Individual rooms may not be rented to separate persons. The initial term of any lease shall be at least six (6) months. All leases shall be in writing and the occupants shall be subject to and bound by the restrictive covenants set forth herein.

b. **Business Use.** No resident may operate a commercial trade or business in or from his Lot with employees of any kind. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Dwelling Unit. No commercial trade or business may be conducted in or from a Lot or Dwelling Unit unless (a) the business activity conforms to all home occupation and zoning requirements governing the Project; (b) the operator has a city issued business license; (c) the business activity satisfies the Home Occupation Guidelines adopted by the Management Committee, as they may be modified from time to time; and (d) the resident has obtained the prior written consent of the Management Committee. 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 Subdivision shall be subject to the following:

1) The parking rules and regulations adopted by the ARC from time to time;

2) 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 Dwelling or to create an obstacle or potentially dangerous condition.

3) 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) 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.

5) All garages shall be used primarily for the parking and storage of vehicles.

6) Daytime parking on the street is allowed.

7) Overnight parking on the street is not allowed.

8) All motor vehicles parked so as to be visible from the street or another Lot must be undamaged (less than \$1000.00 to repair), in good mechanical condition, registered, and licensed.

9) Except as otherwise expressly permitted, motor vehicles may not be "stored" so as to be visible from the street or another Dwelling.

10) Recreational, Commercial, and Oversized Vehicles may be stored on a Parking Pad provided (a) it is located in a side yard behind the houseline or in the rear of the Lot, and (b) it is in running condition and properly licensed.

11) 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. Maintenance. All Lots and Dwellings shall be kept by the Owner in good repair and maintenance and in a clean, safe, sanitary and attractive condition.

e. 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 out of sight except for a twenty-four (24) hour period on pick-up days.

f. Aerials, Antennas, and Satellite Systems. No aerials, antennas, satellite dishes or systems shall be erected, maintained or used in, on or about any Dwelling, outdoors and above ground, whether attached to or on top of any building, structure, Dwelling, or otherwise, within the Subdivision without the prior written consent of the Developer or ARC, which shall not be unreasonably withheld. 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. Insofar as is reasonably possible without impairing reception, satellite dishes, aerials and antennae shall be positioned so that they are screened from view from the street.

g. Animals and Pets. The keeping of animals other than those ordinarily kept as family pets within the Subdivision is forbidden. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. Up to two domestic pets per Dwelling are allowed; provided, however, all pets must be properly licensed and registered (if required) with the appropriate governmental agencies and follow all applicable local ordinances. Pets may not create a nuisance. The following acts of an animal may constitute a nuisance: (1) it causes damage to the property of anyone other than its owner; (2) it causes unreasonable fouling of the air by odors; (3) it causes unsanitary conditions; (4) it defecates on any common area and the feces are not immediately cleaned up by the responsible party; (5) it barks, whines or howls, or makes other disturbing noises in an excessive, continuous or untimely fashion; (6) it molests or harasses passersby by lunging at them or chasing passing vehicles; (7) it attacks people or other domestic animals; (8) it otherwise acts so as to bother, annoy or disturb other reasonable residents or interferes with their right to the peaceful and quiet enjoyment of their property; or (9) by virtue of the number of pets maintained, they are offensive or dangerous to the health, welfare or safety of other residents. Pets in the Subdivision at large must be behind a fence, in a cage or on a leash and under the control of a responsible person.

h. **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.

i. **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 Dwelling, and promptly restore the property to its original condition.

j. **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 or rental of a Dwelling; 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.

k. **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.

l. **Landscaping.** All landscaping, grading, and drainage of the land in each Lot 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 Salt Lake County Ordinances and flood control requirements. m. **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.

n. **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. 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 strictly conforms with the grading and drainage plan established by the Developer and Salt Lake County.

o. **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.

p. **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.

q. **Conditional Uses.** The following conditional uses may also be allowed:

- 1) Accessory apartments;
- 2) Swimming pool, cabana, equipment building/other outdoor recreational activities (i.e., tennis courts, basketball court, soccer pitch, batting/pitching apparatus, etc.); and

3) Accessory Buildings, permanent storage sheds, detached garage structures, workshops, detached conservatories/greenhouses etc. No tin sheds are allowed.

17. **Initial Architectural and Development Standards:** The Property is subject to the following initial architectural and development standards:

a. **Density Requirement.** The density of the development is 2.52 units per acre (i.e., 343 units/136 acres), which is compatible with the surrounding neighborhoods. The Draper City General Plan designates this area as “medium density residential” and “low density residential.”

b. **Lot Size.** An area of not less than 9,700 square feet, or .22 acre, shall be provided and maintained for each dwelling and uses accessory thereto as a minimum for the development. Varying larger lot sizes shall also be provided. The average lot size for the entire 343 lots in the development is approximately 12,000 square feet.

c. **Frontage.** The minimum width of any lot for a dwelling shall be 80 feet, measured at the front setback line. While this standard represents the minimum lot width, the majority of the lots in the development have a lot frontage of at least 90 feet. This increased lot width allows for construction of larger homes.

d. **Front Yard Setback Requirements.** All residential structures shall be setback 23 feet from the front property line. In order to provide an element of visual relief, front setback variations are to be encouraged, ranging between 23 and 30 feet minimums.

e. **Side Yard Requirements.** All dwelling structures and other main buildings shall be setback from each side property line a distance of at least eight (8) feet on one side and a total of at least eighteen (18) feet combined both sides from the side property lines.

f. **Rear Yard Requirements.** All dwelling structures and other main buildings shall be setback from the rear property line a distance of at least twenty (20) feet.

g. **Parking.** A Minimum of 2 off-street parking spaces shall be required for each dwelling unit as required by the Draper City Code

h. **Height of Buildings.** No residential dwelling, building or other structure shall be higher than 35 feet as measured from average finish grade to the mid-slope of the main structure’s roof line.

k. **Roof Lines and Pitches.** All roof pitches shall be sloped at not less than 6:12 and no greater than 12:12. Roof lines shall be varied in height and orientation to provide visual interest and to include dormers, gables, hip roofs, etc. Long, continuous roof lines shall not be allowed.

l. **Windows.** High quality clad wood windows or vinyl windows are allowed. Highly reflective or mirrored glass shall not be used. Decorative window treatments such as surrounds, shutters, or nicely detailed lintels and sills are encouraged.

m. **Building Materials.** Exterior building materials shall include stone, brick along with other high quality exterior siding products such as stucco and hardy board shingles, raw timber, copper detailing, shutters and other high quality exterior siding products as approved by the ARC. Asphalt architectural grade, 25 year shingles, cedar shake shingles, tile and/or masonry and slate shingles are standard through the development. Aluminum siding shall be allowed only for soffit and fascia.

n. **Added Visual Character.** Homes sitting on corner lots identified in the list below shall include added elements of architectural relief on sides that are exposed to the road. Examples of such architectural relief include stucco “pop-outs”, bays, box windows, hip roofs and side entry garages. If a

home on a corner lot requiring added visual character has brick or stucco wainscots, that element will be carried around the side of the homes that fronts the street. Elements will be applied per plan, the following lots (as shown in figure 2 approved in the approved Bellevue, Residential Special District Zone bearing the date March 24, 2003) are identified as lots requiring added visual character: 1, 20, 41, 52, 54, 64, 68, 74, 86, 106, 114, 141, 149, 150, 166, 184, 195, 202 and 203. (Actual lot number may change during final plat)

o. **Architectural Theme.** Varied high quality architectural styles are expected and encouraged throughout the development. While not singular in terms of one particular architectural style, the overall project theme utilizes a rustic alpine style.

p. **Project Lighting.** Decorative downlighting will be used along Lone Rock Drive and at the Community Park. The Draper City standard light fixture will be used along all local streets.

q. **Fencing.** No front yard fencing is to be allowed, unless otherwise approved by the ARC. Masonry, pre-cast, wrought iron, vinyl fencing, and other high-quality materials as approved by the ARC are allowed in the development, back and side-yards, to a maximum of 6'-0" for security and privacy. At the south side of 13200 South, and at the east sides of 300 East and Lone Rock Drive., fencing shall consist of precast concrete, 6 feet in height, with a faux-stone architectural treatment, color and texture to highlight the thematic elements of the development. The roadside shall also be landscaped, per the adopted Draper City Street Tree Plan, with additional shrubs, trees, vines /ivy to provide visual relief and interest along the fence.

18. **Open Space/Landscape Treatments.** In order to enhance the unique natural beauty and distinctive terrain, the Property is subject to the following Open Space restrictions:

a. **Community Park.** A community park will be constructed with specialty landscaping, irrigation, trails, benches, playground equipment, pedestrian lighting, and a small pavilion. This formal park area is approximately 4.75 acres, including the trail connection to the east. Developer shall construct this park in phase with adjoining lots. Draper City will be responsible for long-term maintenance.

b. **Fort Steet Parkway.** A pedestrian –friendly trail connection to Fort Street will be constructed at the time of 13200 South is tied into Fort St. Initial amenities provided include landscaping, irrigation, trails, pedestrian crossing, lighting, and benches. Draper City will be responsible for long-term maintenance.

c. **Corner Canyon Creek.** A 72-ft wide property owned by Draper City, forming the southern boundary of Bellevue. The City's Master Parks and Trails Plan as well as Storm Drain Master Plan indicates improvements are planned for this property.

d. **Corner Canyon Creek Pocket Park.** The Developer will provide approximately 0.6 acres of park / open space at the southwest corner of the project. The developer shall provide the underlying land as well as grading and initial amenities including a tot-lot type playground, asphalt trails, benches, landscaping and irrigation. A secondary use of the park is storm-water detention. Maintenance shall be the responsibility of Draper City.

e. **Pedestrian Circulation Trails.** As illustrated in figure "13" of the Bellevue Residential Special District Zone bearing the date March 24, 2003, the development features an extensive pedestrian circulation system which links together the various Open Space elements of the project. Figure 14 illustrates the roadway nodes which include specialty concrete paving areas, benches, wrought iron fencing, vinyl rail and high quality landscape elements. The Bellevue Homeowners Association shall maintain interior trail connections. Publicly accessible trails such as those at Corner Canyon Creek, 13200 South, 300 East, Lone Rock Drive, Fort St. parkway and the tow parks shall be maintained by Draper City to the same level of care as the interior trails.

19. Roadways, Streets and Landscape Treatments. In order to enhance the utility, natural beauty and economy of the Property:

a. **13200 South.** Shown on the Draper City Master Transportation Plan as a "Major Collector", with proposed total right of way width and landscape and trail treatments. An asphalt trail, 8 feet wide, runs along the north side of the road from 300 East to 700 East, at which point it will cross to the south side, through the proposed Community Park, connecting to Fort Street through the proposed Fort St. Parkway. A meandering sidewalk will be located on the south side of 13200 South, from 300 East to 700 East, and shall be 5 feet wide. A 12 to 13 foot wide parkstrip area, landscaped and irrigated shall be constructed between the back of curb and the fence / wall.

b. **300 East.** Major collector status. An extended trail, park strip, fence -23 feet wide from back of curb, will be constructed on the east side of 300 East from 133200 South to Corner Canyon Creek. The trail will be 8 feet wide, meandering asphalt path. Draper will provide a pedestrian crosswalk linking Smith Fields Park and the Corner Canyon Creek Pocket Park.

c. **Lone Rock Dr.** Minor Collector status. This street, which provides a connection between 500 East and 700 East, is proposed to have a 76-foot right-of-way. A round-a-bout is proposed at the location shown on the concept plan. The street will be constructed with a 40-foot paved roadway (back of curb to back of curb) and will include a 5-foot walk and 6-foot park strip on the west side, and a 8-foot asphalt path within a 25-foot landscaped area on the east side.

d. **Typical Local Street.** Throughout the development, local streets will be constructed with a 55-foot total dedicated width, with a roadway section of 30 feet as measured from back of curb to back of curb. This slight road narrowing from the Draper City standard is to provide a traffic calming effect. There will be a 7.5 foot park strip and 5 foot sidewalk on each side of the road. Street trees have been selected from the Draper City Street Tree Plan which are approved 7.5' park strip. Public utility easements are contained within the park strip on both sides of local streets. This local street cross-section will be expanded to approximately 40' adjacent to the elementary school to provide on-street parking.

20. Procedures for Approval of Plans and Specifications. Architectural designs, plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements for any Dwelling, Building or structure, including by way of illustration but not limitation all primary Dwellings and Accessory Buildings, shall be submitted to and approved by the ARC *in writing and in advance* of the commencement of construction. The ARC may consult or, in its sole discretion, require the neighbor's approval in writing of a proposed Accessory Building. In addition, information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable. 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. 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. In the event that the ARC fails to approve or to disapprove any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved; provided, however, anything to the contrary notwithstanding, no Dwelling or Accessory Building shall be constructed or altered unless it meets the minimum requirements set forth herein. 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.

21. Ivory Homes Catalogue. Every home design, plan or specification contained within the then current Ivory Homes Catalogue shall be considered approved and qualify for construction, and no other consent shall be required.

22. **Preliminary Architectural Drawings, Plans and Specifications.** The ARC may require, as a minimum, the following:

- a. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
- b. Floor plans of each floor level to scale.
- c. Elevations to scale of all sides of the Dwelling.
- d. One major section through Dwelling.
- e. A perspective (optional).
- f. Specifications of all outside materials to be used on the exterior of the Dwelling.

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

- a. 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.
- b. Detailed floor plans.
- c. Detailed elevations, indicating all materials and showing existing and finished grades.
- d. Detailed sections, cross and longitudinal.
- e. 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 Dwelling.

24. **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.

25. **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. 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) estop 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.

26. **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 violations of Draper City codes, which shall in all respects govern and control, nor 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.

27. **Enforcement of Architectural Guidelines.** While the ARC will not police architectural issues, it will address complaints made to it in writing by Owners and 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.

28. **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 Subdivision, 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 or consultants shall be held liable to any person for exercising the rights granted by this Section.

29. **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 Management Committee from time to time.

30. **Developer's Sales Program.** Notwithstanding anything to the contrary, until the termination of the Period of Developer Control neither the Owners nor the Developer shall interfere or attempt to interfere with Developer's completion of improvements and sale of all of its remaining Lots and Dwellings, and Developer shall have the following rights in furtherance of any sales, promotions or other activities designed to accomplish or facilitate the sale of all Lots and Dwellings owned by it. The Developer reserves the right to construct a swimming pool and/or other recreational amenities in the Project.

a. **Sales Office and Models.** Developer 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 Developer's sales effort, or any combination of the foregoing;

b. **Promotional.** Developer 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.

c. **Relocation and Removal.** Developer 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, Developer 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 Developer's sales effort.

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

e. **Developer's Rights Assignable.** All of the rights of Developer 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 Developer 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 Developer (in its capacity as Builder) herein.

31. **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 term "shall" is mandatory and the term "may" is permissive, 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.

32. **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 the Developer and 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 resident 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, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

33. **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 prevailing party shall be entitled to recover his reasonable attorneys fees, costs and expenses which may arise or accrue.

34. **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 Committee 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 Committee 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.

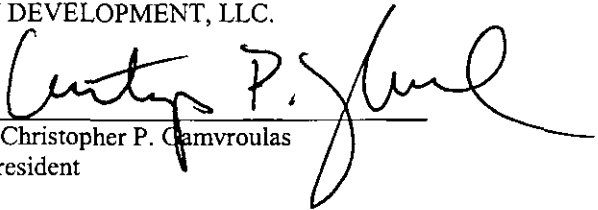
35. **Mortgagee Protection.** Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value.

36. **Amendments.** The Developer may unilaterally amend the Declaration at any time. In addition, 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 Salt Lake County, Utah; provided, however, (a) so long as Developer shall own at least one (1) Lot in the Subdivision, no amendment shall be valid or enforceable without its express prior written consent, and (b) any amendments affecting fencing, grading, or any Salt Lake County Ordinances shall require the prior written consent of Salt Lake County. Provided, however, the foregoing Mortgagee Protection section cannot be amended without the consent of all first mortgagees.

37. **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 5 day of August, 2004.

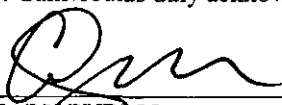
DEVELOPER:
IVORY DEVELOPMENT, LLC.

By: 
Name: Christopher P. Gamvroulas
Title: President

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5th day July, 2004 by Christopher P. Gamvroulas, the President 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:

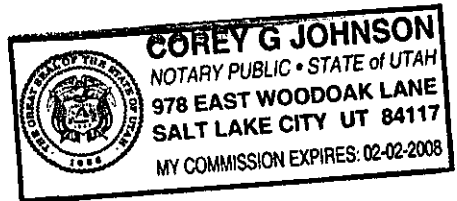


EXHIBIT "A"
LEGAL DESCRIPTION

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

BEGINNING AT A POINT WHICH IS N0°05'37"E, 340.81 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N0°05'37"E, 1151.95 FEET; THENCE S89°54'23"E, 209.48 FEET; THENCE S0°05'37"W, 5.42 FEET; THENCE S89°54'23"E, 117.79 FEET; THENCE S71°34'49"E, 117.68 FEET; THENCE N57°34'29"E, 19.15 FEET; THENCE S42°42'40"E, 112.02 FEET; THENCE S38°58'03"E, 55.00 FEET; THENCE 21.71 FEET ALONG THE ARC OF A 642.50 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N52°00'02"E, 21.71 FEET); THENCE S37°01'52"E, 107.44 FEET; THENCE S53°49'16"W, 8.01 FEET; THENCE S36°10'44"E, 162.50 FEET; THENCE S53°49'16"W, 2.32 FEET; THENCE S36°10'44"E, 107.44 FEET; THENCE S54°41'46"W, 91.69 FEET; THENCE S69°18'00"E, 27.452 FEET; THENCE S36°10'44"E, 431.30 FEET; THENCE 231.30 FEET ALONG THE ARC OF A 527.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S48°44'26"E, 229.45 FEET); THENCE S28°41'52"W, 70.00 FEET; THENCE S4°53'43"W, 175.15 FEET; THENCE N84°55'08"W, 1134.23 FEET TO THE POINT OF BEGINNING.

CONTAINS: 23.1979 ACRES

28-31-400-026

28-31-400-027