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08/23/2005 04:05 PM \$87.00
Book - 9177 Pg - 8440-8447
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COTTONWOOD TITLE INS AGENCY
BY: EHB, DEPUTY - WI & P.

8-63

WHEN RECORDED RETURN TO:
IVORY DEVELOPMENT, LLC
978 E. Woodoak Lane
Salt Lake City, Utah 84117
(801) 747-7000

**FIRST AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS
FOR SUMMERFIELD SUBDIVISION**

This First Amendment to the Declaration of Protective Covenants for Summerfield Subdivision is made and executed by Ivory Development, LLC, a Utah limited liability company, of 978 E. Woodoak Lane, Salt Lake City, Utah 84117 (hereinafter referred to as "Developer").

RECITALS

Whereas, Declaration of Protective Covenants for Summerfield Subdivision was recorded in the office of the County Recorder of Salt Lake County, Utah on February 25, 2005 as Entry No. 9308161 in Book 9098 at Pages 4347-4363 of the Official Records (the "Declaration").

Whereas, the related Plat Map for Summerfield Subdivision has also been recorded in the office of the County Recorder of Salt Lake County, Utah.

Whereas, the Developer desires to amend the Declaration to set forth the Street Tree Planting Plan for the Property.

Whereas, all of the voting requirements of Section 29 of the Declaration have been satisfied.

Whereas, this amendment affects the real property located in Salt Lake County, Utah and described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference.

A M E N D M E N T

NOW, THEREFORE, for the reasons recited above, and for the benefit of the subdivision and the Lot Owners thereof, Developer hereby executes this First Amendment to the Declaration of Protective Covenants for Summerfield Subdivision

1. Article III, Section 7(h) of the Declaration, regarding "Landscaping," is hereby amended with the addition of the following language:

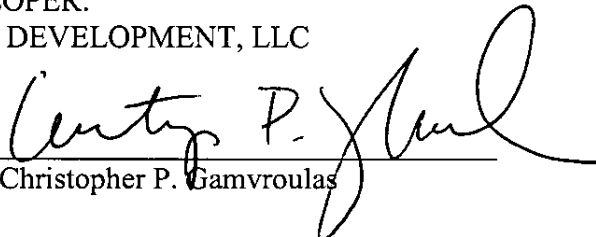
(h) **Landscaping.** The planting of street trees must be in accordance with the Street Tree Planting Plan, a copy of which is attached hereto, marked Exhibit "B" and incorporated herein by this reference. Trees, lawns, shrubs, or other plantings placed on a Lot shall be properly nurtured and maintained by the Owner. The Owner is responsible for the initial planting of the trees. The Lot Owner is responsible to replace all trees if replacement is required. Any weeds or diseased or dead lawn, trees, ground cover, bushes or shrubs shall be removed and replaced. All replacement trees must also satisfy the requirements of the Street Tree Planting Plan. 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.

Should any Lot 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. The costs and expenses incurred, including a reasonable attorneys 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.

2. The effective date of this First Amendment to the Declaration shall be the date on which said instrument is filed for record in the Office of the County Recorder of Salt Lake County, Utah.

Dated the 6th day of April 2005.

DEVELOPER:
IVORY DEVELOPMENT, LLC


By: 
Name: Christopher P. Gamvroulas

Title: Manager

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 6th day April, 2005 by Christopher P. Gamvroulas, the Manager of IVORY DEVELOPMENT, LLC, and said Christopher P. Gamvroulas duly acknowledged to me that said company executed the same.



NOTARY PUBLIC
Residing at:
My Commission Expires:

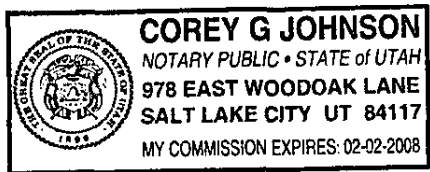


EXHIBIT "A"
LEGAL DESCRIPTION

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

BOUNDARY DESCRIPTION

Beginning at a point which is S89°48'55"E 1450.00 feet along the Section Line and S00°11'05"W 33.00 feet from the Northwest Corner of Section 4, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence S89°48'55"E 274.54 feet; thence S00°11'05"W 302.34 feet; thence S35°51'13"E 333.59 feet; thence Northeast 7.47 feet along the arc of a 430.00 foot radius curve to the right through a central angle of 0°59'44" (chord bears N89°42'45"E 7.47 feet); thence S89°47'23"E 662.81 feet; thence Northeasterly 23.55 feet along the arc of a 15.00 foot radius curve to the left through a central angle of 89°56'32" (chord bears N45°14'21"E 21.20 feet); thence S89°43'55"E 14.00 feet; thence S00°16'05"W 731.45 feet; thence N89°45'19"W, 593.95 feet to the Northeast Corner of Pleasant Green Estates No. 2 Subdivision, recorded as Entry No. 2403252, in Book JJ, at Page 73 in the Office of the Salt Lake County Recorder; thence N89°45'19"W 436.00 feet along the Northerly Boundary Line of said Pleasant Green Estates No. 2 Subdivision; thence N00°12'36"E 135.86 feet; thence N19°47'37"W 63.85 feet; thence N00°12'36"E 93.19 feet; thence N33°39'18"W 46.25 feet; thence N35°51'13"W 230.00 feet; thence N54°08'47"E 100.00 feet; thence N28°27'59"E 66.58 feet; thence N54°08'47"E 100.00 feet; thence N35°51'13"W 100.00 feet; thence N32°41'11"W 112.45 feet; thence N26°04'26"W 46.09 feet; thence N16°43'26"W 78.18 feet; thence N08°53'26"W 90.67 feet; thence N24°59'55"E 66.10 feet; thence N00°11'05"E 157.00 feet to the point of beginning.
Contains 21.868 Acres and 64 Lots

101	33-04-127-001	123	33-04-132-006	145	33-04-130-011
102	33-04-128-001	124	33-04-132-005	146	33-04-130-012
103	33-04-128-002	125	33-04-132-004	147	33-04-130-013
104	33-04-128-003	126	33-04-132-003	148	33-04-131-011
105	33-04-128-004	127	33-04-132-002	149	33-04-131-010
106	33-04-128-005	128	33-04-132-001	150	33-04-131-009
107	33-04-128-006	129	33-04-130-019	151	33-04-131-008
108	33-04-129-001	130	33-04-130-018	152	33-04-131-007
109	33-04-129-002	131	33-04-130-017	153	33-04-131-001
110	33-04-129-003	132	33-04-130-016	154	33-04-131-002
111	33-04-129-004	133	33-04-130-015	155	33-04-131-003
112	33-04-133-001	134	33-04-130-014	156	33-04-131-004
113	33-04-133-002	135	33-04-130-004	157	33-04-131-005
114	33-04-133-003	136	33-04-130-003	158	33-04-131-006
115	33-04-133-004	137	33-04-130-002	159	33-04-126-008
116	33-04-133-005	138	33-04-130-001	160	33-04-126-007
117	33-04-133-006	139	33-04-130-005	161	33-04-126-006
118	33-04-133-007	140	33-04-130-006	162	33-04-126-005
119	33-04-133-008	141	33-04-130-007	163	33-04-126-004
120	33-04-133-009	142	33-04-130-008	164	33-04-126-003
121	33-04-133-010	143	33-04-130-009		33-05-200-031
122	33-04-133-011	144	33-04-130-010		

EXHIBIT "B"

S T R E E T T R E E P L A N T I N G P L A N

01. GENERAL REQUIREMENTS

- 01.1. STREET TREES initially are to be planted by the Developer in compliance with this plan.
- 01.2. STREET TREES are to be planted in the parkstrip in front of each lot. They are to be centered between the back of curb and the edge of the sidewalk.
- 01.3. Two (2) Street Trees are to be planted per lot.
- 01.4. Corner lots shall have two (2) Street Trees on each street fronting the lot—or a total of four (4) Street Trees. In most cases, this will be two different varieties of trees. Consult the Street Tree Plan carefully.
- 01.5. Lots on cul de sacs have a narrower frontage and may not, in all cases, accommodate two Street Trees. Follow the guidelines in paragraph 01.6 below and provide Street Trees at the proper and appropriate spacing.
- 01.6. STREET TREES shall be spaced at approximately forty (40) feet on center, but no less than thirty (30) feet from a street tree in front of an adjoining lot.
- 01.7. STREET TREES shall be planted twenty (20) feet from any street intersection. This is to be measured from the point of intersection between the street curb and the sidewalk.
- 01.8. STREET TREES shall be a minimum one two inch (2") caliper in size when planted. (Caliper is the diameter of the trunk measured twelve (12) inches above the top of the root ball.)
- 01.9. Any damaged or diseased STREET TREES are to be replaced by the homeowner at his sole cost and expense.

