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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
GONZALO STEVENS
978 E WOODOAK LANE
SLC UT 84117
BY: LUG, DEPUTY - WI 17 P.

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

17-5

**THIRD SUPPLEMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS
FOR BELLEVUE PHASE 4**

This Third Supplement to the Declaration of Protective Covenants for Bellevue Phase 4, is made and executed by IVORY HOMES DEVELOPMENT, LLC., a Utah limited liability company, of 978 E. Woodoak Lane, Salt Lake City, Utah 84117 (hereinafter referred to as "Declarant").

RECITALS

Whereas, the Declaration of Protective Covenants for Bellevue Phase 1, a planned residential development, was recorded in the office of the County Recorder of Salt Lake County, Utah on August 6, 2004 as Entry No. 9140466 in Book 9023 at Pages 4303-4319 of the Official Records (the "Declaration").

Whereas, the related Plat Map for Phases 1 and 2 of the Project has also been recorded in the office of the County Recorder of Salt Lake County, Utah.

Whereas, the First Supplement to the Declaration of Protective Covenants for Bellevue Phase 2, a planned residential development, was recorded in the office of the County Recorder of Salt Lake County, Utah on January 30, 2006 as Entry No. 9623178 in Book 9248 at Pages 9418-9425 of the Official Records (the "First Supplement").

Whereas, the related Plat Map for Phase 3 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 the unilateral right to expand the planned residential development to annex additional land and expand the application of 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-4" attached hereto and incorporated herein by this reference (the "Phase 4 Property").

Whereas, Declarant desires to expand the planned residential development by creating on the Phase 4 Property additional Lots and other improvements of a less significant nature.

Whereas, Declarant now intends that the Phase 4 Property shall become subject to the Declaration.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the planned residential development and the Lot Owners thereof, Declarant hereby executes this Third Supplement to the Declaration of Protective Covenants for Bellevue Phase 4.

1. **Supplement to Definitions.** Article I of the Declaration, entitled "Definitions," is hereby modified to include the following supplemental 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.
- d. **Phase 4 Map** shall mean and refer to the Plat Map of Phase 4 of the Project, prepared and certified to by Bruce A. Williams, a duly registered Utah Land Surveyor holding Certificate No. 368351, and filed for record in the Office of the County Recorder of Salt Lake County, Utah concurrently with the filing of this Third Supplemental Declaration.
- e. **Third Supplemental Declaration** shall mean and refer to this Third Supplement to the Declaration of Protective Covenants for Bellevue Phase 4.

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-4 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 4 Property shall be annexed to and become subject to the Declaration, which, upon recordation of this Third Supplemental Declaration, shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-4 subject to this Declaration and the functions, powers, rights, duties and jurisdiction of the Association and the ARC.

4. **Description of Property and Total Number of Units Revised.** As shown on the Phase 4 Map, 56 new Lots, Numbers 401-456, and other improvements of a less significant nature are or will be constructed and/or created in the Project on the Phase 4 Property. Upon the recordation of the Phase 4 Map and this Third Supplemental Declaration, the total number of Lots in the Project will be 192. 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. **Amendments.** The Declaration is amended as follows:

a.. **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.

1) **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.

2) **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.

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

- a) Only single family residential Dwellings are allowed.
- b) The height of any Dwelling shall not exceed two stories above ground.
- c) No slab on grade Dwellings are permitted.

d) Without the prior written consent of the ARC, a basement is required for each Dwelling.

e) Without the prior written consent of the ARC, each Dwelling shall have a private garage for not less than two motor vehicles.

f) The Dwelling 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.

g) Any detached accessory building must conform in design and materials with the primary residential Dwelling.

h) Any and all plans and specifications for an Accessory Building must be submitted, reviewed and approved in writing in advance.

i) Any detached accessory building must conform in design and materials with the primary residential Dwelling.

j) All Lots shall be fully landscaped in accordance with Section 6 below.

k) No fence or similar structure shall be placed in any front yard. No fence or similar structure shall be placed in any side or rear yard in excess of six (6) 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.

l) 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.

m) No tin sheds are allowed.

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

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.

5) **Final Plans and Specifications and Working Drawings.**

The ARC may also 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.

6) **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.

- a) All Lot landscaping must be completed within six (6) months of closing.
- b) 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 Street Tree Planting Plan, a copy of which is attached hereto, marked Exhibit "D" and incorporated herein by this reference.

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

d) 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.

e) 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.

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

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

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

i) All replacement trees must also satisfy the requirements of the Street Tree Planting Plan.

j) 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.

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

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

m) 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.

n) 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.

o) 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.

7) **Easements.** Easements for utilities, the Entry Monument, drainage systems and facilities, and irrigation are reserved hereby and on the recorded Plat. 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.

8) **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.

a) 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.

b) 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, Salt Lake County and the City.

9) **Accessory Buildings.** Since Accessory Buildings are considered "conditional uses," each application to construct or install an Accessory Building will be evaluated separately by the ARC, subject to the following guidelines:

a) Any detached Accessory Building must conform in design and construction materials with the primary residential Dwelling Unit;

b) The maximum height of an Accessory Building shall be 12 feet, (although the ARC may grant an exception if, in its sole opinion, such is in the best interest of the Project);

c) Tin sheds are not allowed; and

d) If there is a dispute of any kind whatsoever, such as whether a structure is an Accessory Building, the decision of the Developer or upon the termination of the Period of Developer's Control the Management Committee shall be final, conclusive and binding

10) **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.

11) **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.

12) **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) 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.

13) **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.

14) **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.

15) **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 or consultants shall be held liable to any person for exercising the rights granted by this Section.

16) **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.

b.. **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:

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

2) **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 (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 ARC, as they may be modified from time to time; and (d) 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.

3) **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:

a) The parking rules and regulations adopted by the ARC, as they may be amended from time to time;

b) 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.

c) 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.

d) 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.

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

f) Parking on the street is prohibited.

g) 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), in good mechanical condition, registered, and licensed.

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

i) 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 on a properly constructed Parking Pad provided (a) the Vehicle is in good running condition and properly licensed and registered, (b) the Parking Pad is located in the rear yard (i.e., behind the front of the house), and (c) a proper Parking Pad Fence has been installed. Eighteen-wheel semi trailers and similar oversized transportation devices are not allowed.

j) Eighteen wheeled semi-trailers or other similar transportation devices are not allowed.

k) 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.

4) **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.

5) **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 Dwelling, outdoors and above ground, whether attached to or on top of any building, structure, Dwelling, 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.

6) **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.

7) **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.

8) **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.

9) **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 Dwelling Unit; 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 Dwelling Unit are strictly prohibited.

10) **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.

11) **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.

12) **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.

13) **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.

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

c. **Owner-Occupied.** In order to maintain the value of the purchased property and subdivision, a Dwelling Unit 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.

d. **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 Dwelling Units is subject to the following covenants, conditions and restrictions:

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

2) No Owner may lease or rent his Dwelling Unit for a period of one (1) year from the date of closing.

3) No Owner shall be permitted to lease his Dwelling Unit 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 Dwelling Unit, 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.

4) "For Rent" or "For Lease" signs are prohibited.

5) 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.

6) 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.

7) 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 Dwelling Unit.

c. **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.

d. **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.

e. **Common Utilities.** The Developer may provide water and power utility services to the Entry, Entry Monument and other common elements at its expense (the "Common Utility Service"). Such Common Utility Service shall be maintained and paid for by the ARC as a Common Expense; provided, however, the Developer ARC may elect to provide such Common Utility Services through a

meter or meters on an individual Lot or Lots and, if so, each such Owner agrees, by accepting a deed or other document of conveyance to such Lot, to provide, and not terminate, delay or interrupt, those Common Utility Services to the Entry, Entry Monument or other common elements not separately metered and billed to the ARC by the provider, although in such circumstance the Owner of each such Lot shall be entitled to the following credits:

1) **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

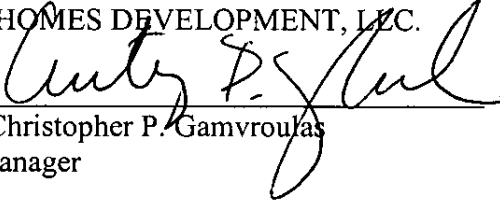
2) **Power.** A monthly credit in an amount equal to the greater of (1) \$5.00 or (2) a sum equal to the number of watts in the light bulb, multiplied by the Kilowatt rate of the local power company, multiplied by 4,000, divided by 1,000, and divided by 12.

6. **Conflict.** In the event of any conflict, inconsistency or incongruity between the provisions of the Declaration, as supplemented or amended, and the Third Supplement, the latter shall in all respects govern and control:

7. **Effective Date.** The effective date of this Third Supplemental Declaration and the Phase 4 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 22 day of August, 2006.

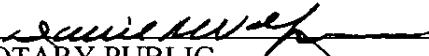
DEVELOPER:
IVORY HOMES DEVELOPMENT, LLC.

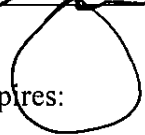
By: 
Name: Christopher P. Gamvroulas
Title: Manager

ACKNOWLEDGMENT

STATE OF UTAH)
)
) SS:
)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 22nd day August, 2006 by Christopher P. Gamvroulas, the Manager of of IVORY HOMES DEVELOPMENT, LLC., a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said IVORY HOMES DEVELOPMENT, LLC. executed the same.



NOTARY PUBLIC
Residing at:
My Commission Expires: 

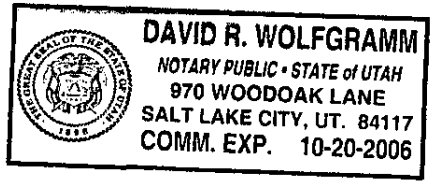


EXHIBIT "A-4"
LEGAL DESCRIPTION

The Property referred to in the foregoing document as the Bellevue Phase 4 Property is located in Salt Lake County, Utah and is described more particularly as follows:

A parcel of land located in the Southeast Quarter of Section 31, Township 3 South, Range 1 East, Salt Lake Base & Meridian (Basis of Bearing being North 00°05'37" East 5309.16 feet between the South Quarter Corner and the North Quarter Corner of said Section 31):

Beginning at a point located North 00°05'37" East 823.14 along the West line of the Southeast Quarter of said Section 31, and East 1984.19 feet from the South Quarter Corner of said Section 31; and running thence North 29°14'32" West 898.38 feet; thence North 02°35'58" East 109.60 feet; thence North 05°00'00" East 55.00 feet; thence South 85°00'00" East 10.62 feet; thence North 05°00'00" East 150.14 feet; thence South 84°42'00" East 368.47 feet; thence South 85°10'30" East 800.00 feet; thence South 84°54'17" East 75.26 feet; thence South 03°34'47" West 164.19 feet to the point of curvature of a 693.50-foot radius curve to the right; thence Southwesterly 319.49 feet along the arc of said curve through a central angle of 26°23'46" (Chord Bearing and Distance being South 16°48'40" West 316.68 feet) to a point on the arc of a 15.00-foot radius non-tangent curve to the left (Bearing to Center being North 44°50'44" East); thence Southeasterly 3.29 feet along the arc of said curve through a central angle of 12°34'02" (Chord Bearing and Distance being South 51°26'17" East 3.28 feet); thence South 32°16'42" West 55.00 feet to a point on the arc of a 15.00-foot radius non-tangent curve to the left (Bearing to Center being South 32°16'42" West); thence Northwesterly 3.29 feet along the arc of said curve through a central angle of 12°34'03" (Chord Bearing and Distance being North 64°00'20" West 3.28 feet) to a point on the arc of a 693.50-foot radius non-tangent curve to the right (Bearing to Center being North 55°25'10" West); thence Southwesterly 316.85 feet along the arc of said curve through a central angle of 26°10'38" (Chord Bearing and Distance being South 47°40'09" West 314.10 feet); thence South 60°45'28" West 371.87 feet to a point on the arc of a 15.00-foot radius non-tangent curve to the left (Bearing to Center being South 87°37'38" East); thence Southeasterly 6.87 feet along the arc of said curve through a central angle of 26°15'31" (Chord Bearing and Distance being South 10°45'23" East 6.81 feet); thence South 60°45'28" West 55.13 feet to a point on the arc of a 15.00-foot radius non-tangent curve to the left (Bearing to Center being South 55°19'05" West); thence Northwesterly 6.88 feet along the arc of said curve through a central angle of 26°16'22" (Chord Bearing and Distance being North 47°49'06" West 6.82 feet); thence South 60°45'28" West 107.26 feet to the Point of Beginning.

Contains 925,951.49 Sq. Ft., 21.26 acres