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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
IVORY DEVELOPMENT LLC  
978 E WOODOAK LN  
SLC UT 84117  
BY: EPM, DEPUTY - WI 12 P.

WHEN RECORDED RETURN TO:  
IVORY HOMES DEVELOPMENT, LLC.  
Gonzalo Stevens  
978 E. Woodoak Lane  
Salt Lake City, Utah 84117  
(801) 268-0700

**SECOND SUPPLEMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS  
FOR SUMMERFIELD PHASE 3**

This Second Supplement to the Declaration of Protective Covenants for Summerfield Phase 3, 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 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 Phase 1 of the Project has also been recorded in the office of the County Recorder of Salt Lake County, Utah.

Whereas, the First Amendment to the Declaration of Protective Covenants for Summerfield Subdivision was recorded in the office of the County Recorder of Salt Lake County, Utah on August 23, 2005 as Entry No. 9469342 in Book 9177 at Pages 8440-8447 of the Official Records (the "First Amendment").

Whereas, the First Supplement to the Declaration of Protective Covenants for Summerfield Phase 2 Subdivision was recorded in the office of the County Recorder of Salt Lake County, Utah on October 26, 2005 as Entry No. 9533794 in Book 9208 at Pages 490-493 of the Official Records (the "First Supplement").

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

Whereas, under Article III, 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-3" attached hereto and incorporated herein by this reference (the "Phase 3 Property").

Whereas, Declarant desires to expand the planned residential development by creating on the Phase 3 Property additional Lots and other improvements of a less significant nature.

Whereas, Declarant now intends that the Phase 3 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 Second Supplement to the Declaration of Protective Covenants for Summerfield Phase 3 Subdivision.

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 3 Map** shall mean and refer to the Plat Map of Phase 3 of the Project, prepared and certified to by Kenneth W. Watson, a duly registered Utah Land Surveyor holding Certificate No. 152300, and filed for record in the Office of the County Recorder of Salt Lake County, Utah concurrently with the filing of this Second Supplemental Declaration.
- e. **Second Supplemental Declaration** shall mean and refer to this Second Supplement to the Declaration of Protective Covenants for Summerfield Phase 3.

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-3 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 3 Property shall be annexed to and become subject to the Declaration, which, upon recordation of this Second Supplemental Declaration, shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-3 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 and Percentages of Ownership Interest Revised.** As shown on the Phase 3 Map, 63 new Lots, Numbers 301-363, and other improvements of a less significant nature are or will be constructed and/or created in the Project on the Phase 3 Property. Upon the recordation of the Phase 3 Map and this Second Supplemental Declaration, the total number of Lots in the Project will be 187. 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) **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.

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) 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.

j) 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.

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

l) 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.

m) 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.

n) 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.

5) **Easements.** Easements for utilities, the Entry Monument, drainage systems and facilities, and irrigation are reserved hereby. If any portion of the Entry or Entry Monument encroaches or comes to encroach upon a Lot, in whole or in part, as a result of construction, reconstruction, repair, shifting, settling, or movement, an easement for such encroachment is created hereby and shall exist so long as such encroachment exists. An Owner may not do any landscaping, grading or work, or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of utilities, Entry Monument, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. If a drainage channel is altered by an Owner, the Developer and/or the Association expressly reserve the right to enter onto the property to restore the area at the cost of the Owner, and without being guilty of a trespass. In addition, the easement and right of way area of or on each Lot, including by way of illustration but not limitation, the Entry Monument, in whole or in part, utilities, drainage systems

and facilities, and irrigation, and all improvements within said area shall be maintained continuously by the Owner of the property, at his sole expense, excepting those improvements for which a public authority or utility company is expressly responsible.

6) **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

7) **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.

8) **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.

9) **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) **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.

2) **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.

3) **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.

e. **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.

f. **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

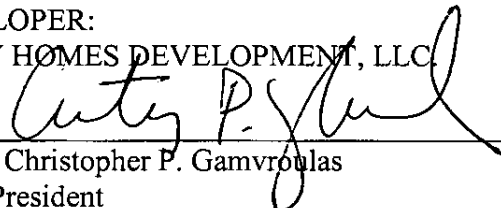
2) **Power.** A monthly credit in an amount equal to the greater of (1) \$5.00 or (2) a sum equal to the number of watts in the light bulb, multiplied by the Kilowatt rate of the local power company, multiplied by 4,000, divided by 1,000, and divided by 12.

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

7. **Effective Date.** The effective date of this Second Supplemental Declaration and the Phase 3 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 30 day of November, 2006.

DEVELOPER:  
IVORY HOMES DEVELOPMENT, LLC.

By:   
Name: Christopher P. Gamvroulas  
Title: President



**EXHIBIT "A-3"**  
**LEGAL DESCRIPTION**

The Property referred to in the foregoing document as the Summerfield Phase 3 Property is located in Salt Lake County, Utah and is described more particularly as follows:

*Beginning at a point which is S00°09'04"W 368.49 feet from the Northwest Corner of Section 4, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence S89°44'34"E 577.66 feet; thence S00°29'04"W 95.06 feet; thence Southwesterly 23.50 feet along the arc of a 15.00 foot radius curve to the right through a central angle of 89°46'22" (chord bears S45°22'15"W 21.17 feet); thence S09°26'12"W 60.78 feet; thence S00°15'26"W 100.00 feet; thence S89°44'34"E 320.00 feet; thence S00°15'26"W 100.00 feet; thence S09°04'01"E 60.80 feet; thence S00°53'00"W 100.01 feet; thence S89°44'34"E 108.45 feet; thence N79°02'19"E 121.38 feet; thence S59°35'28"E 53.29 feet; thence S35°51'13"E 190.00 feet; thence S00°12'37"W 67.99 feet; thence S25°16'10"W 66.23 feet; thence S00°12'36"W 139.58 feet to the Northerly Boundary Line of Chartwell West Plat "D" Subdivision, recorded as Entry No. 6683733, in Book 97-7P, at Page 195 in the Office of the Salt Lake County Recorder; thence N89°48'33"W 615.85 feet along the Northerly Boundary Line of said Chartwell West Plat "D" Subdivision to Northeast Corner of Chartwell West Plat "C" Subdivision, recorded as Entry No. 6683732, in Book 97-7P, at Page 194 in the Office of the Salt Lake County Recorder; thence N89°47'25"W 621.46 feet along the Northerly Boundary Line of said Chartwell West Plat "C" Subdivision; thence N89°57'26"W 33.00 feet; thence N00°09'04"E 124.90 feet; thence Northwesterly 23.55 feet along the arc of a 15.00 foot radius curve to the left through a central angle of 89°56'27" (chord bears N44°49'09"W 21.20 feet); thence N00°12'37"E 60.00 feet; thence S89°47'23"E 47.92 feet; thence N00°09'04"E 755.68 feet to the point of beginning.  
Contains 20.970 Acres and 63 Lots*

7/19/06  
Date

Kenneth W. Watson  
Kenneth W. Watson  
P.L.S. No. 152300

