

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

11223572  
08/05/2011 09:31 AM \$24.00  
Book - 9941 Pg - 4466-4471  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
IVORY HOMES DEV  
978 E WOODOAK LANE  
SLC UT 84117  
BY: NEH, DEPUTY - WI 6 P.

NOTE TO RECORDER:  
RECORD ONLY AGAINST THE PROPERTY  
DESCRIBED IN EXHIBIT "A"

**SIXTH SUPPLEMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS  
FOR IVORY CROSSING PHASE 7,  
A Utah Planned Unit Development**

This Sixth Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase 7, a Utah Planned Unit Development, 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 Ivory Crossing Phase 1, a planned residential development, was recorded in the office of the County Recorder of Salt Lake County, Utah on August 29, 2003 as Entry No. 8795529 in Book 8872 at Pages 7924-7982 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 Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase 2, a planned residential development, was recorded in the office of the County Recorder of Salt Lake County, Utah on July 12, 2004 as Entry No. 9117821 in Book 9013 at Pages 1269-1275 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, the Second Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase 3, a planned residential development, was recorded in the office of the County Recorder of Salt Lake County, Utah on May 5, 2005 as Entry No. 9368186 in Book 9127 at Pages 1797-1810 of the Official Records (the "Second 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, the Third Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase 4, a planned residential development, was recorded in the office of the County Recorder of Salt Lake County, Utah on March 23, 2006 as Entry No. 9671410 in Book 9270 at Pages 3564-3572 of the Official Records (the "Third Supplement").

Whereas, the related Plat Map for Phase 4 of the Project has also been recorded in the office of the County Recorder of Salt Lake County, Utah.

Whereas, the Fourth Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase 5, a planned residential development, was recorded in the office of the County Recorder of Salt Lake County, Utah on May 22, 2007 as Entry No. 10107327 in Book 9467 at Pages 1886-1892 of the Official Records (the "Fourth Supplement").

Whereas, the related Plat Map for Phase 5 of the Project has also been recorded in the office of the County Recorder of Salt Lake County, Utah.

Whereas, the Fifth Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase 6, a planned residential development, was recorded in the office of the County Recorder of Salt Lake County, Utah on March 11, 2011 as Entry No. 11148533 in Book 9910 at Pages 8884-8890 of the Official Records (the "Fifth Supplement").

Whereas, the related Plat Map for Phase 6 of the Project has also been recorded in the office of the County Recorder of Salt Lake County, Utah.

Whereas, under Article III, Section 41 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-7" attached hereto and incorporated herein by this reference (the "Phase 7 Property").

Whereas, Declarant desires to expand the planned residential development by creating on the Phase 7 Property additional Lots and other improvements of a less significant nature.

Whereas, Declarant now intends that the Phase 7 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 Sixth Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase 7.

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

a. **Phase 7 Map** shall mean and refer to the Plat Map of Phase 7 of the Project, prepared and certified to by Brad A. Llewelyn, a duly registered Utah Land Surveyor holding Certificate No. 4938735, and filed for record in the Office of the County Recorder of Salt Lake County, Utah concurrently with the filing of this Sixth Supplemental Declaration.

b. **Sixth Supplemental Declaration** shall mean and refer to this Sixth Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase 7.

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-7 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 7 Property shall be annexed to and become subject to the Declaration, which, upon recordation of this Sixth Supplemental Declaration, shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-7 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 7 Map, 5 new Lots, Numbers 701-705, and other improvements of a less significant nature are or will be constructed and/or created in the Project on the Phase 7 Property. Upon the recordation of the Phase 7 Map and this Sixth Supplemental Declaration, the total number of Lots in the Project will be 272. 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.

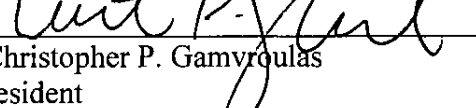
5. **Conflict.** In the event of any conflict, inconsistency or incongruity between the provisions of the Declaration, as supplemented or amended, and the Sixth Supplement, the latter shall in all respects govern and control.

6. **Severance.** If any provision of this Sixth Supplemental Declaration is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Sixth Supplemental Declaration will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Sixth Supplemental Declaration will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Sixth Supplemental Declaration. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Sixth Supplemental Declaration, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

7. **Effective Date.** The effective date of this Sixth Supplemental Declaration and the Phase 7 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 4 day of August, 2011.

DECLARANT:  
IVORY HOMES DEVELOPMENT LLC.

By:   
Name: Christopher P. Gamvroulas  
Title: President



**EXHIBIT "A-7"**  
**LEGAL DESCRIPTION**

The Property referred to in the foregoing document as the Ivory Crossing Phase 7 Property is located in Salt Lake County, Utah and is described more particularly as follows:

**LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN**

**BEGINNING AT THE SOUTHWEST CORNER OF LOT 525 OF IVORY CROSSING NO. 5 P.U.D. AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY #10095134, BOOK 2007P, PAGE 190, SAID POINT ALSO BEING NORTH 89°57'38" WEST, 2641.88 FEET AND NORTH 00°00'21" EAST, 1626.70 FEET AND NORTH 89°59'39" WEST, 502.96 FEET FROM THE CENTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG THE BOUNDARY OF SAID P.U.D. THE FOLLOWING TWO (2) COURSES: 1) SOUTH 79°55'17" WEST, 79.78'; 2) SOUTH 63°17'38" WEST, 178.76 TO THE NORTHWEST CORNER OF LOT 521 OF SAID P.U.D.; THENCE NORTH 36°37'37" WEST, 42.27 FEET; THENCE NORTH 05°39'33" WEST, 62.01 FEET; THENCE NORTH, 203.38 FEET; THENCE TO AND ALONG THE SOUTH BOUNDARY LINE OF IVORY CROSSING NO. 6 P.U.D. AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE NORTH 74°19'17" EAST, 274.86 FEET TO THE NORTHWEST CORNER OF LOT 526 OF SAID IVORY CROSSING NO. 5 P.U.D; THENCE ALONG THE WEST BOUNDARY OF SAID P.U.D. THE FOLLOWING THREE (3) COURSES: 1) SOUTH 06°33'15" EAST, 108.00 FEET; 2) SOUTH 22°59'31" WEST, 65.69 FEET; 3) SOUTH 09°19'39" EAST, 112.72 FEET TO THE POINT OF BEGINNING.**

**CONTAINS: 5 LOTS ON 75,491 SQFT OR 1.733 ACRES MORE OR LESS**