

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

11432767
 07/19/2012 09:34 AM \$44.00
 Book - 10037 Pg - 1151-1158
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 IVORY DEV
 978 E WIDOW LN
 SLC UT 84117
 BY: KSR, DEPUTY - WI 8 P.

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

**EIGHTH SUPPLEMENT TO THE
 DECLARATION OF PROTECTIVE COVENANTS
 FOR IVORY CROSSING PHASE 9,
 A Utah Planned Unit Development**

This Eighth Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase 9, 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, the Sixth Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase 9, a planned residential development, was recorded in the office of the County Recorder of Salt Lake County, Utah on September 30, 2011 as Entry No. 11252445 in Book 9954 at Pages 2102-2109 of the Official Records (the "Sixth Supplement").

Whereas, the related Plat Map for Phase 9 of the Project has also been recorded in the office of the County Recorder of Salt Lake County, Utah.

Whereas, the Seventh Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase 8, a planned residential development, was recorded in the office of the County Recorder of Salt Lake County, Utah on _____ as Entry No. _____ in Book _____ at Pages _____ of the Official Records (the "Sixth Supplement").

Whereas, the related Plat Map for Phase 8 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 has the right to expand the Project and annex additional land.

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-9" attached hereto and incorporated herein by this reference (the "Phase 9 Property").

Whereas, Declarant now intends that the Phase 9 Property as described herein and the Plat Map for Phase 9 of the Project 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 Eighth Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase 9.

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

a. **Phase 9 Map** shall mean and refer to the Plat Map of Phase 9 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 Eighth Supplemental Declaration.

b. **Eighth Supplemental Declaration** shall mean and refer to this Eighth Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase 9.

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-9 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 from time to time.

3. **Annexation.** Declarant hereby declares that the Phase 9 Property shall be annexed to and become subject to the Declaration, which, upon recordation of this Eighth Supplemental Declaration, shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-9 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 Lots and Percentages of Ownership Interest Revised.** As shown on the Phase 9 Map, twenty (20) new Lots, Numbers 901-920, and other improvements of a less significant nature are or will be constructed and/or created in the Project on the Phase 9 Property. Upon the recordation of the Phase 9 Map and this

Eighth Supplemental Declaration, the total number of Lots in the Project will be 296. 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 Phases. Upon recordation of the Phase 9 Map and Eighth Supplemental Declaration, the percentage of ownership interest for each Lot will be 1/296. 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 according to their percentages of ownership interest.

5. **Exclusion of Parcels.** Parcel A as shown on the Phase 9 Plat is excluded from this submission and is not annexed to the Project.

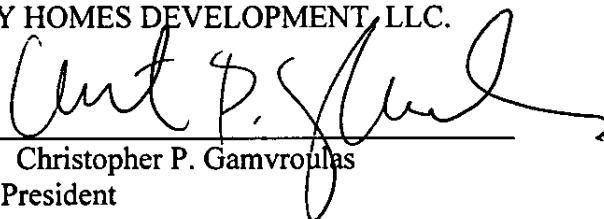
6. **Conflict.** In the event of any conflict, inconsistency or incongruity between the provisions of the Declaration, as supplemented or , and the Eighth Supplement, the latter shall in all respects govern and control.

7. **Severance.** If any provision of this Eighth Supplemental Declaration is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Eighth 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 Eighth 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 Eighth Supplemental Declaration. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Eighth 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.

8. **Effective Date.** The effective date of this Eighth Supplemental Declaration and the Phase 9 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 2 day of May, 2012.

DECLARANT:
IVORY HOMES 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 2 day May, 2012 by Christopher P. Gamvroulas, the President 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



EXHIBIT "A-9"
LEGAL DESCRIPTION

The Property referred to in the foregoing document as the Ivory Crossing Phase 9 Property is located in Salt Lake County, Utah and is described more particularly as follows:

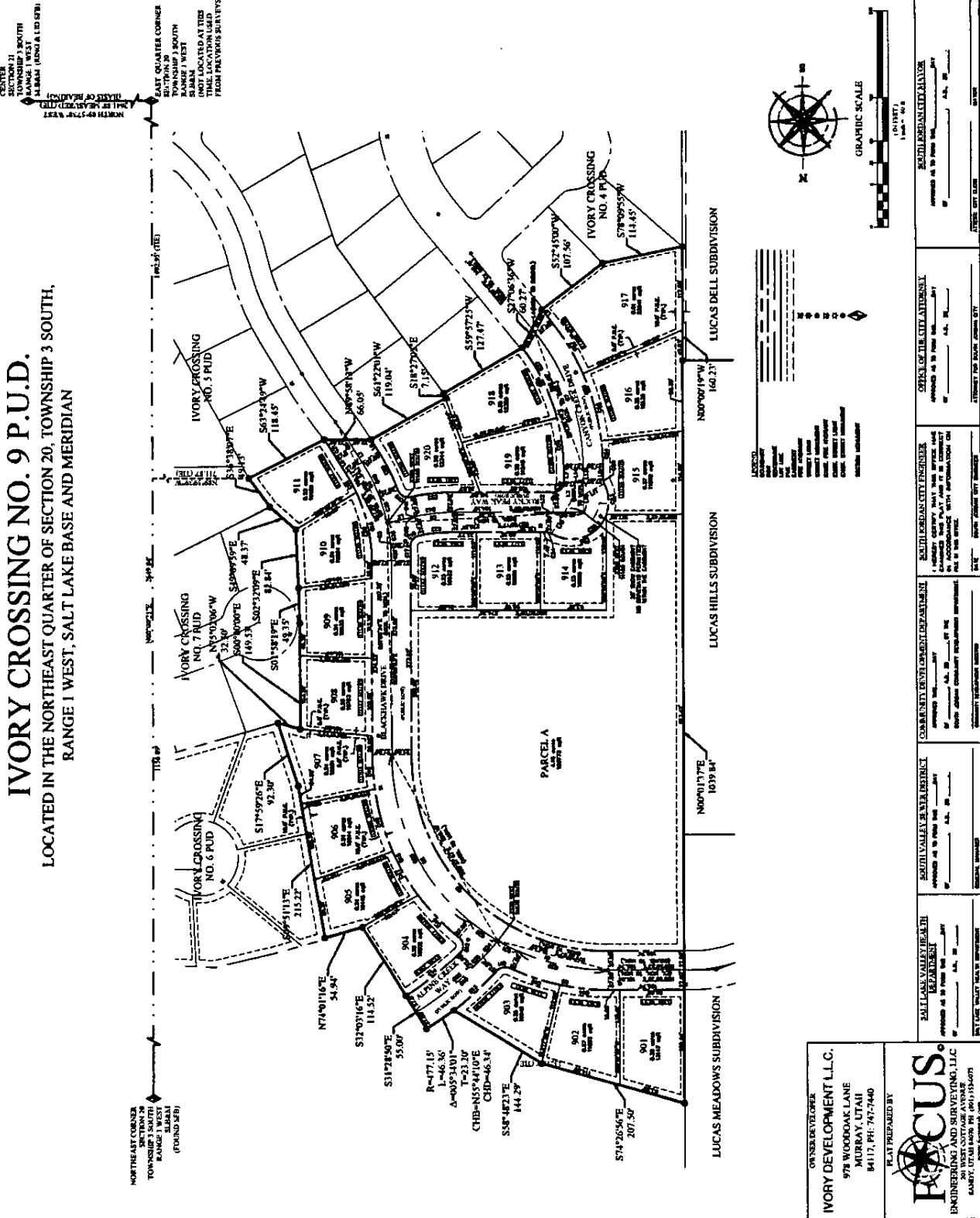
BEGINNING AT THE A POINT BEING NORTH 89°57'38" WEST, 2641.88 FEET AND NORTH 00°00'21" EAST, 1492.95 FEET AND NORTH 89°59'39" WEST, 711.87 FEET FROM THE CENTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING A POINT ON THE WEST BOUNDARY OF IVORY CROSSING NO. 5 P.U.D.; RUNNING THENCE ALONG THE BOUNDARY OF SAID IVORY CROSSING NO. 5 THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 63°24'49" WEST, 118.45 FEET; 2) NORTH 89°58'13" WEST, 66.05 FEET; 3) SOUTH 61°22'01" WEST, 119.04 FEET; 4) SOUTH 18°27'02" EAST, 7.15 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF IVORY CROSSING NO. 4; THENCE ALONG SAID BOUNDARY OF IVORY CROSSING NO. 4 THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 59°57'25" WEST, 127.47 FEET; 2) SOUTH 27°06'36" WEST, 60.27 FEET; 3) SOUTH 52°45'00" WEST, 107.56 FEET; 4) SOUTH 78°09'55" WEST, 114.45 FEET; THENCE NORTH 00°00'19" WEST, 160.23 FEET TO THE SOUTHEAST CORNER OF LUCAS HILLS SUBDIVISION; THENCE ALONG THE EAST BOUNDARY OF LUCAS HILLS SUBDIVISION AND TO AND ALONG THE EAST BOUNDARY OF LUCAS MEADOWS SUBDIVISION THENCE NORTH 00°01'37" WEST, 1039.84 FEET; THENCE SOUTH 74°26'56" EAST, 207.50 FEET; THENCE SOUTH 58°48'23" EAST, 144.29 FEET; THENCE 46.36 FEET ALONG A 477.15 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 55°44'10" EAST, 46.34 FEET); THENCE SOUTH 31°28'50" EAST, 55.00 FEET; SOUTH 32°03'16" EAST, 114.52 FEET; THENCE NORTH 74°01'16" EAST, 54.94 FEET TO THE NORTHWEST CORNER OF IVORY CROSSING NO. 6; THENCE ALONG THE WEST BOUNDARY OF SAID IVORY CROSSING NO. 6 THE FOLLOWING TWO (2) COURSES: 1) SOUTH 09°51'13" EAST, 215.22 FEET; 2) SOUTH 17°59'26" EAST, 92.30 FEET TO A POINT ON THE NORTH BOUNDARY OF IVORY CROSSING NO. 7; THENCE ALONG THE NORTH BOUNDARY OF SAID IVORY CROSSING NO. 9 NORTH 75°02'06" WEST, 32.50 FEET TO THE NORTHWEST CORNER OF SAID IVORY CROSSING NO. 7; THENCE ALONG THE WEST BOUNDARY OF SAID IVORY CROSSING NO. 7 THE FOLLOWING FOUR (4) COURSES: 1) SOUTH, 149.53 FEET; 2) SOUTH 01°58'19" EAST, 49.35 FEET; 3) SOUTH 02°32'09" EAST, 82.84 FEET; 4) SOUTH 49°09'59" EAST, 48.37 FEET TO A POINT ON THE BOUNDARY OF IVORY CROSSING NO. 5; THENCE ALONG THE BOUNDARY OF SAID IVORY CROSSING NO. 5 SOUTH 36°38'07" EAST, 49.13 FEET TO THE POINT OF BEGINNING.

EXCLUDING Parcel A as shown on the Phase 9 Plat.

EXHIBIT "B"
Copy of Plat Map for Phase 9 of the Project

IVORY CROSSING NO. 9 P.U.D.

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



SURVEYOR'S CERTIFICATE

I BEING A LICENSED SURVEYOR CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND HAVE MADE THIS SURVEY IN ACCORDANCE WITH THE AUTHORITY OF THE GENERAL LAND OFFICE OF THE STATE OF UTAH. I HAVE TAKEN THE PRECAUTIONS REQUIRED BY THE STATE OF UTAH, AND I HAVE FOUND THAT THE CORNER MARKS LOCATED BY ME ARE TRUE TO THE ORIGINAL SURVEY AND THAT THE SAME HAVE BEEN CORRECTLY REVEALED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

IVORY CROSSING NO. 9 P.U.D.

PLAT NO. 1399
JUN 13 2007
SALT LAKE COUNTY

BOUNDARY DESCRIPTION

LOCATED IN THE WEST 1/4 OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

BOUNDARIES AT THE POINTS IN THE WEST 1/4 SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, ARE IDENTICAL TO THE BOUNDARIES OF IVORY CROSSING NO. 7 P.U.D. AND IVORY CROSSING NO. 6 P.U.D. AS SHOWN ON THE PLATS FOR SAID SUBDIVISIONS. THE BOUNDARIES OF IVORY CROSSING NO. 9 P.U.D. ARE IDENTICAL TO THE BOUNDARIES OF IVORY CROSSING NO. 7 P.U.D. AND IVORY CROSSING NO. 6 P.U.D. AS SHOWN ON THE PLATS FOR SAID SUBDIVISIONS.

OWNERS DECLARATION

I, **IVORY CROSSING NO. 9 P.U.D.**, HEREBY CERTIFY THAT I AM THE OWNER AND HAVE MADE THIS SURVEY IN ACCORDANCE WITH THE AUTHORITY OF THE GENERAL LAND OFFICE OF THE STATE OF UTAH. I HAVE TAKEN THE PRECAUTIONS REQUIRED BY THE STATE OF UTAH, AND I HAVE FOUND THAT THE CORNER MARKS LOCATED BY ME ARE TRUE TO THE ORIGINAL SURVEY AND THAT THE SAME HAVE BEEN CORRECTLY REVEALED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

LIMITED LIABILITY ACKNOWLEDGMENT

THE STATE OF UTAH IS NOT A PARTY TO THIS SURVEY. THE GENERAL LAND OFFICE OF THE STATE OF UTAH IS NOT A PARTY TO THIS SURVEY. THE SURVEYOR'S LIABILITY IS LIMITED TO THE SURVEYOR'S NEGLIGENCE IN THE PERFORMANCE OF HIS DUTY AS A SURVEYOR. THE SURVEYOR'S LIABILITY IS NOT LIMITED TO THE SURVEYOR'S NEGLIGENCE IN THE PERFORMANCE OF HIS DUTY AS A SURVEYOR.

COMMERCIAL ENTRIES

SHEET 01 OF 02

IVORY CROSSING NO. 9 P.U.D.

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

OWNER/DEVELOPER:
IVORY DEVELOPMENT L.L.C.
975 WOODOAK LANE
MORLEY, UTAH
84117, PH: 797-7460

PLAT PREPARED BY:
FOCUS ENGINEERING AND SURVEYING, LLC
80 WEST OUTSIDE AVENUE
SALT LAKE CITY, UTAH 84119-0001

SURVEYOR'S CERTIFICATE

I, **FOCUS ENGINEERING AND SURVEYING, LLC**, HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR AND HAVE MADE THIS SURVEY IN ACCORDANCE WITH THE AUTHORITY OF THE GENERAL LAND OFFICE OF THE STATE OF UTAH. I HAVE TAKEN THE PRECAUTIONS REQUIRED BY THE STATE OF UTAH, AND I HAVE FOUND THAT THE CORNER MARKS LOCATED BY ME ARE TRUE TO THE ORIGINAL SURVEY AND THAT THE SAME HAVE BEEN CORRECTLY REVEALED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

COMMERCIAL ENTRIES

SHEET 01 OF 02

IVORY CROSSING NO. 9 P.U.D.

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