

RETURNED
DEC 12 2001

WHEN RECORDED RETURN TO:

Gary M. Wright
IVORY HOMES

1544 North Woodland Park Drive
Suite 300

Layton, Utah 84041

all Chrissam Meadows #1

all Chrissam Meadows #2

E 1711534 B 2943 P 594
SHERYL L. WHITE, DAVIS CNTY RECORDER
2001 DEC 12 1:01 PM FEE 74.00 DEP MEC
REC'D FOR IVORY AND COMPANY

12-407 - 6001 thru 0031

12-426 - 0028 thru 0054

**FIRST SUPPLEMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF
CHRISSAM MEADOWS NO. 1 SUBDIVISION**

This FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS FOR CHRISSAM MEADOWS NO. 1 SUBDIVISION is made and executed by IVORY NORTH, a Utah joint venture, of 1544 North Woodland Park Drive, Suite 300, Layton, Utah 84041 (the "Declarant").

RECITALS

Whereas, the original Declaration of Covenants, Conditions & Restrictions for CHRISSAM MEADOWS NO. 1 SUBDIVISION was recorded in the office of the County Recorder of Davis County, Utah on the 8th day of September, 2000 as Entry No 1612348 in Book 2689 at Page 937 of the Official Records (the "Declaration").

Whereas, the related Plat Map(s) for Phase I of the Project has also been recorded in the office of the County Recorder of Davis County, Utah.

Whereas, under Section 3 of the Declaration, Declarant reserved an option to expand the Project and annex additional real property.

Whereas, under the provisions of the Declaration, Declarant expressly reserved the absolute right to add to the Subdivision additional land at any time and in any order, without limitation.

Whereas, Declarant is the fee simple owner of record of that certain real property located in Davis County, Utah and described with particularity on Exhibit "A-2" attached hereto and incorporated herein by this reference (the "Phase II Property").

Whereas, Declarant desires to expand the Project by creating on the Phase II Property a new phase in the subdivision.

Whereas, Declarant now intends that the Phase II Property shall become subject to the Declaration and the following protective covenants:

Whereas, this affects the real property located in Davis County, Utah described with particularity on Exhibits A-2 and Amended Exhibit C attached.

AGREEMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, Declarant hereby executes this FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR CHRISSAM MEADOWS NO. 1 SUBDIVISION.

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

a. First Supplement to the Declaration shall mean and refer to this FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR CHRISSAM MEADOWS NO. 1 SUBDIVISION.

b. First Supplemental Map or Phase II Map shall mean and refer to the Supplemental Plat Map of Phase II of the Project, prepared and certified to by Gary L. Newman, a duly registered Utah Land Surveyor holding Certificate No. 4778, and filed for record in the Office of the County Recorder of Davis County, Utah prior to or concurrently with the filing of this First Supplement to the Declaration.

c. Phase II shall mean and refer to CHRISSAM MEADOWS NO. 2, as shown on the First Supplemental Map.

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-2 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 said Declaration, as it may be supplemented from time to time.

3. Annexation. Declarant hereby declares that the Phase II Property shall be annexed to and become subject to the Declaration, which upon recordation of this First Supplement to the Declaration shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-2 subject to the functions, powers, rights, duties, and jurisdiction of the Association.

4. Total Number of Lots Revised. As shown on the Phase II Map, twenty-seven (27) additional Lots are or will be created in the Project on the Phase II Property. The additional Lots are located within a portion of the additional land. Upon the recordation of the Phase II Map and this First Supplement to the Declaration, the total number of Lots in the Project will be fifty-four (54). The additional Lots are substantially similar in construction, design, and quality to the Lots in the prior Phase.

5. Percentage Interest Revised. Pursuant to the Declaration, Declarant is required with the addition of Lots to reallocate the undivided percentages of ownership interest in the Project. Amended Exhibit "C," which sets forth the percentages of undivided ownership interests, is attached hereto and incorporated herein by this reference.

6. Conflict. In the event of any conflict, inconsistency, or incongruity between the provisions of this Supplement to the Declaration and the provisions of the Declaration, the former shall in all instances control.

7. Severability. Any provision in this contract, or part thereof, prohibited by the laws of the State of Utah, shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this document.

8. Effective Date. The effective date of this First Supplement to the Declaration and the Phase II Map shall be the date on which said instruments are filed for record in the Office of the County Recorder of Davis County, Utah.

EXECUTED the 11th day of December, 2001.

DECLARANT:

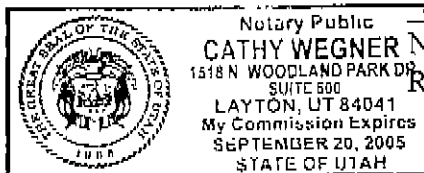
IVORY NORTH, a joint venture

BY: GMW DEVELOPMENT, INC., Partner

By: *Gary M. Wright*
Title: Gary M. Wright, President

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

On the 11 day of December, 2001, personally appeared before me Gary M. Wright, who by me being duly sworn, did say that he is the President of GMW DEVELOPMENT, INC., a Utah corporation, and that GMW DEVELOPMENT, INC. is a Partner of IVORY NORTH, a joint venture, and that the within and foregoing instrument was signed in behalf of said IVORY NORTH pursuant to the joint venture agreement and by authority of a resolution of the joint venturers, and said Gary W. Wright, duly acknowledged to me that IVORY NORTH executed the same.



Cathy Wegner
Residing At:

Exhibit "A-2"

PHASE II
CHRISAM MEADOWS NO. 2
LEGAL DESCRIPTION

The land described in the foregoing document is located in Davis County, Utah and is described more particularly as follows:

E 1711534 B 2943 P 597

A part of the North Half of Section 13, Township. 4 North, Range 2 West Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Southeast corner of Lot 9, ChrisSam Meadows No. 1, a subdivision in Clearfield City, Davis County, Utah, which is 670.00 feet South 0°09'44" West along the Quarter Section line; 2.75 feet South 89°52'40" East to the Northeast corner of Lot 3 of said ChrisSam Meadows No. 1 and 780.39 feet South 0°11'05" West along the East boundary of said ChrisSam Meadows No. 1 from the Northeast corner of the Northwest Quarter of said Section 13; running thence South 0°11'05" West 252.38 feet; thence North 89°46'04" West 2.35 feet to the said Quarter Section line; thence South 0°09'44" West 49.25 feet along said 1/4 Section line; thence North 89°34'14" West 215.00 feet; thence South 0°09'44" West 20.52 feet; thence South 89°58'16" West 270.43 feet; thence North 89°19'16" West 60.00 feet; thence North 89°52'40" West 116.25 feet; thence North 0°13'00" East 657.96 feet to the South boundary of said ChrisSam Meadows No. 1; thence ten (10) courses along the boundary of said subdivision as follows: South 89°52'40" East 113.43 feet; South 0°01'44" East 20.01 feet; North 89°58'16" East 167.06 feet; North 66°22'33" East 91.72 feet; South 12°14'12" East 66.89 feet; South 0°52'40" East 126.99 feet; South 20°14'44" West 69.83 feet; South 65°58'06" East 169.61 feet; Northeasterly along the arc of a 455.92 foot radius curve to the left a distance of 32.81 feet (Central Angle equals 4°07'25" and Long Chord bears North 24°50'34" East 32.81 feet) and South 67°13'09" East 148.99 feet to the point of beginning.

Contains 7.906 Acres

AMENDED EXHIBIT "C"
PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST

<u>Phase</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Percentage of Ownership Interest</u>
1	1	12-407-0001	1.8518%
1	2	12-407-0002	1.8518%
1	3	12-407-0003	1.8518%
1	4	12-407-0004	1.8518%
1	5	12-407-0005	1.8518%
1	6	12-407-0006	1.8518%
1	7	12-407-0007	1.8518%
1	8	12-407-0008	1.8518%
1	9	12-407-0009	1.8518%
1	10	12-407-0010	1.8518%
1	11	12-407-0011	1.8518%
1	12	12-407-0012	1.8518%
1	13	12-407-0013	1.8518%
1	14	12-407-0014	1.8518%
1	15	12-407-0015	1.8518%
1	16	12-407-0016	1.8518%
1	17	12-407-0017	1.8518%
1	18	12-407-0018	1.8518%
1	19	12-407-0019	1.8518%
1	20	12-407-0020	1.8518%
1	21	12-407-0021	1.8518%
1	22	12-407-0022	1.8518%
1	23	12-407-0023	1.8518%
1	24	12-407-0024	1.8518%
1	25	12-407-0025	1.8518%
1	26	12-407-0026	1.8518%
1	27	12-407-0027	1.8518%
2	28	12-426-0028	1.8518%
2	29	12-426-0029	1.8518%
2	30	12-426-0030	1.8518%
2	31	12-426-0031	1.8518%
2	32	12-426-0032	1.8518%
2	33	12-426-0033	1.8518%
2	34	12-426-0034	1.8518%
2	35	12-426-0035	1.8518%
2	36	12-426-0036	1.8518%
2	37	12-426-0037	1.8518%
2	38	12-426-0038	1.8518%

2	39	12-426-0039	1.8518%
2	40	12-426-0040	1.8518%
2	41	12-426-0041	1.8518%
2	42	12-426-0042	1.8518%
2	43	12-426-0043	1.8518%
2	44	12-426-0044	1.8518%
2	45	12-426-0045	1.8518%
2	46	12-426-0046	1.8518%
2	47	12-426-0047	1.8518%
2	48	12-426-0048	1.8518%
2	49	12-426-0049	1.8518%
2	50	12-426-0050	1.8518%
2	51	12-426-0051	1.8518%
2	52	12-426-0052	1.8518%
2	53	12-426-0053	1.8518%
2	54	12-426-0054	1.8518%

TOTAL:

100.0%