

RETURNED

MAY 19 2004

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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 MAY 19 9:34 AM FEE 85.00 DEP MJW
REC'D FOR IVORY HOMES

WHEN RECORDED RETURN TO:

Gary M. Wright
IVORY HOMES
1544 North Woodland Park Drive
Suite 300
Layton, Utah 84041

lots 107 thru 166 & CA
12-540-0101 thru
12-540-0166

**FOURTH SUPPLEMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF
CHRISSAM MEADOWS NO. 5 SUBDIVISION**

This Fourth Supplement to the Declaration of Covenants, Conditions, & Restrictions for ChrisSam Meadows No. 5 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, the First Supplement to the Declaration of Covenants, Conditions & Restrictions for ChrisSam Meadows No. 2 Subdivision was recorded in the office of the County Recorder of Davis County, Utah on the 12th day of December, 2001 as Entry No. 1711534 in Book 2943 at Page 594 of the Official Records (the "Declaration").

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

Whereas, the Second Supplement to the Declaration of Covenants, Conditions & Restrictions for ChrisSam Meadows No. 3 Subdivision was recorded in the office of the County Recorder of Davis County, Utah on the 14th day of March 2003 as Entry No. 1842631 in Book 3247 at Page 573 of the Official Records (the "Declaration").

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

Whereas, the Amended and Restated Third Supplement to the Declaration of Covenants, Conditions & Restrictions for ChrisSam Meadows No. 4 Subdivision was recorded in the office of the County Recorder of Davis County, Utah on the 19th day of June, 2003 as Entry No. 1879932 in Book 3315 at Page 735 of the Official Records (the "Fourth Supplement").

Whereas, the related Plat Map(s) for Phase IV 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-5" attached hereto and incorporated herein by this reference (the "Phase V Property").

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

Whereas, this affects the real property located in Davis County, Utah described with particularity on Exhibit A-5 and Revised Exhibit C attached

A G R E E M E N T

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, Declarant hereby executes this Fourth Supplement to the Declaration of Covenants, Conditions & Restrictions for ChrisSam Meadows No. 5 Subdivision.

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

a. Fourth Supplement to the Declaration shall mean and refer to this Fourth Supplement to the Declaration of Covenants, Conditions & Restrictions for ChrisSam Meadows No. 5 Subdivision .

b. Fourth Supplemental Map or Phase V Map shall mean and refer to the Supplemental Plat Map of Phase V 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 the Fourth Supplement to the Declaration.

c. Phase V shall mean and refer to ChrisSam Meadows No. 5, as shown on the Fourth 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 Phase V Property 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 and Amendment to Supplemental Declaration. Declarant hereby declares that the Phase V Property shall be annexed to and become subject to the Declaration, which upon recordation of this Fourth Supplement to the Declaration shall constitute and effectuate the expansion of the Project, making the Phase V Property subject to the functions, powers, rights, duties, and jurisdiction of the Association. Declarant reserves the unilateral right to amend this Supplemental Declaration

4. Total Number of Lots Revised. As shown on the Phase V Map, sixty-four (64) additional Lots and Common Area G are or will be created in the Project on the Phase V Property. The Lots will be numbered 107-171. The additional Lots are located within a portion of the additional land. Upon the recordation of the Phase V Map and this Fourth Supplement to the Declaration, the total number of Lots in the Project will be one hundred and sixty-nine (169). The additional Lots are substantially similar in size, construction, design, and quality to the Lots in the prior Phases.

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 based upon the sixty-four (64) additional Lots. Revised Exhibit "C," which sets forth the percentages of undivided ownership interests for the 169 residential Lots, is attached hereto and incorporated herein by this reference.

6. Landscaping. All landscaping in the front, rear and side yards of the Lots must be completed within nine (9) months of Closing.

7. Accessory Buildings. Since Accessory Buildings are considered "conditional uses," each application will be evaluated separately. Any detached Accessory Building must conform in design and construction materials with the primary residential Dwelling. The maximum height of an Accessory Building shall be 15 feet, unless the Association grants an exception, provided all surrounding neighbors agree in writing, and which in no event may be greater than 18 feet. No Accessory Building or any other structure may be constructed or installed within 10 feet of either the side or rear deed boundaries, nor in any way which may obstruct or impair the drainage pattern established by the Declarant. The term "Accessory Building" shall mean and refer to any structure which is not the preliminary structure, containing at least 120 square feet, and requires a building permit, and shall not include any shed, shack or other out-building for which a building permit is not required. Tin sheds are not allowed.

8. Private Street Lighting. The Declarant may provide electrical power for private street lighting from an individual Lot or Lots and, if so, the Lot Owner shall be entitled to a monthly credit in an amount equal to the greater of:

(a) \$2.00, or

(b) The sum equal to the number of watts in the light bulb, multiplied by the Utah Power and Light Kilowatt rate, multiplied by 4,000, divided by 1,000, and divided by 12.

9. Detention Basins. The Subdivision will also contain a detention basin, identified as Common Area G on the Plat Map, which shall be maintained by the Association.

10. 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.

11. 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.

12. Effective Date. The effective date of this Fourth Supplement to the Declaration and the Phase V Map shall be the date on which the Fourth Supplement was filed for record in the Office of the County Recorder of Davis County, Utah.

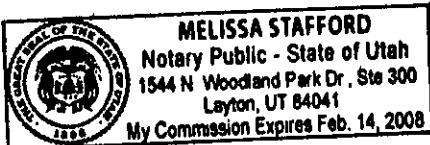
EXECUTED the 18th day of May, 2004.

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 ___ day of May, 2004, 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.



[Signature]
NOTARY PUBLIC
Residing At: *Davis County*

Exhibit "A-5"

**PHASE V
CHRISSAM MEADOWS NO. 5
LEGAL DESCRIPTION**

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

BOUNDARY DESCRIPTION

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

Beginning at the Northeast Corner of Lot 106, ChrisSam Meadows No. 4, a subdivision in Clearfield City, Davis County, Utah; said point being 662.50 feet North 89°49'48" West along the Quarter Section line and 616.16 feet North 0°13'00" East along the East line of said ChrisSam Meadows No. 4 from the Southeast corner of said Quarter Section; and running thence four (4) courses along the Northerly boundary of said ChrisSam Meadows No. 4 as follows: North 89°53'28" West 97.21 feet; South 65°49'30" West 319.31 feet; South 0°13'00" West 194.94 feet and North 89°47'00" West 279.62 feet; thence North 0°46'53" West 226.38 feet to the South boundary line of Julie Estates Subdivision in Clearfield City, Davis County, Utah; thence two (2) courses along the South and West boundary lines of said Julie Estates Subdivision as follows: South 89°52'40" East 0.28 feet and North 0°14'41" East 1228.74 feet; thence South 89°52'40" East 117.68 feet; thence North 0°13'00" East 29.00 feet; thence South 89°52'40" East 223.02 feet; thence South 0°13'00" West 105.00 feet to a the North right of way line extended of 1900 South Street; thence South 89°52'40" East 172.06 feet along said North right of way line to the West line of ChrisSam Meadows No. 1, a subdivision in Clearfield City, Davis County, Utah; thence two (2) courses along said Westerly line of ChrisSam Meadows No. 1 as follows: South 0°13'00' West 160.21 feet and South 72°00'46" East 165.85 feet to the West boundary line of ChrisSam Meadows No. 2; thence South 0°13'00" East 842.11 feet along said West boundary line and the West boundary line of ChrisSam Meadows No. 2 and 3 subdivisions in Clearfield City, Davis County, Utah to the point of beginning.

Contains 18.844 Acres

REVISED 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	0.59171%
1	2	12-407-0002	0.59171%
1	3	12-407-0003	0.59171%
1	4	12-407-0004	0.59171%
1	5	12-407-0005	0.59171%
1	6	12-407-0006	0.59171%
1	7	12-407-0007	0.59171%
1	8	12-407-0008	0.59171%
1	9	12-407-0009	0.59171%
1	10	12-407-0010	0.59171%
1	11	12-407-0011	0.59171%
1	12	12-407-0012	0.59171%
1	13	12-407-0013	0.59171%
1	14	12-407-0014	0.59171%
1	15	12-407-0015	0.59171%
1	16	12-407-0016	0.59171%
1	17	12-407-0017	0.59171%
1	18	12-407-0018	0.59171%
1	19	12-407-0019	0.59171%
1	20	12-407-0020	0.59171%
1	21	12-407-0021	0.59171%
1	22	12-407-0022	0.59171%
1	23	12-407-0023	0.59171%
1	24	12-407-0024	0.59171%
1	25	12-407-0025	0.59171%
1	26	12-407-0026	0.59171%
1	27	12-407-0027	0.59171%
2	28	12-426-0028	0.59171%
2	29	12-426-0029	0.59171%
2	30	12-426-0030	0.59171%
2	31	12-426-0031	0.59171%
2	32	12-426-0032	0.59171%
2	33	12-426-0033	0.59171%
2	34	12-426-0034	0.59171%
2	35	12-426-0035	0.59171%
2	36	12-426-0036	0.59171%
2	37	12-426-0037	0.59171%
2	38	12-426-0038	0.59171%
2	39	12-426-0039	0.59171%
2	40	12-426-0040	0.59171%

<u>Phase</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Percentage of Ownership Interest</u>
2	41	12-426-0041	0.59171%
2	42	12-426-0042	0.59171%
2	43	12-426-0043	0.59171%
2	44	12-426-0044	0.59171%
2	45	12-426-0045	0.59171%
2	46	12-426-0046	0.59171%
2	47	12-426-0047	0.59171%
2	48	12-426-0048	0.59171%
2	49	12-426-0049	0.59171%
2	50	12-426-0050	0.59171%
2	51	12-426-0051	0.59171%
2	52	12-426-0052	0.59171%
2	53	12-426-0053	0.59171%
2	54	12-426-0054	0.59171%
3	55	12-407-0055	0.59171%
3	56	12-407-0056	0.59171%
3	57	12-407-0057	0.59171%
3	58	12-407-0058	0.59171%
3	59	12-407-0059	0.59171%
3	60	12-407-0060	0.59171%
3	61	12-407-0061	0.59171%
3	62	12-407-0062	0.59171%
3	63	12-407-0063	0.59171%
3	64	12-407-0064	0.59171%
3	65	12-407-0065	0.59171%
3	66	12-407-0066	0.59171%
3	67	12-407-0067	0.59171%
3	68	12-407-0068	0.59171%
3	69	12-407-0069	0.59171%
3	70	12-407-0070	0.59171%
3	71	12-407-0071	0.59171%
3	72	12-407-0072	0.59171%
3	73	12-407-0073	0.59171%
3	74	12-407-0074	0.59171%
3	75	12-407-0075	0.59171%
3	76	12-407-0076	0.59171%
3	77	12-407-0077	0.59171%
3	78	12-426-0078	0.59171%
3	79	12-426-0079	0.59171%
3	80	12-426-0080	0.59171%
3	81	12-426-0081	0.59171%
3	82	12-426-0082	0.59171%
3	83	12-426-0083	0.59171%

<u>Phase</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Percentage of Ownership Interest</u>
3	84	12-426-0084	0.59171%
3	85	12-426-0085	0.59171%
3	86	12-426-0086	0.59171%
3	87	12-426-0087	0.59171%
3	88	12-426-0088	0.59171%
3	89	12-426-0089	0.59171%
3	90	12-426-0090	0.59171%
3	91	12-426-0091	0.59171%
3	92	12-426-0092	0.59171%
3	93	12-426-0093	0.59171%
3	94	12-426-0094	0.59171%
3	95	12-426-0095	0.59171%
3	96	12-426-0096	0.59171%
3	97	12-426-0097	0.59171%
4	98	12-426-0098	0.59171%
4	99	12-426-0099	0.59171%
4	100	12-426-0100	0.59171%
4	101	12-426-0101	0.59171%
4	102	12-426-0102	0.59171%
4	103	12-426-0103	0.59171%
4	104	12-426-0104	0.59171%
4	105	12-426-0105	0.59171%
5	107	12-426-0107	0.59171%
5	108	12-426-0108	0.59171%
5	109	12-426-0109	0.59171%
5	110	12-426-0110	0.59171%
5	111	12-426-0111	0.59171%
5	112	12-426-0112	0.59171%
5	113	12-426-0113	0.59171%
5	114	12-426-0114	0.59171%
5	115	12-426-0115	0.59171%
5	116	12-426-0116	0.59171%
5	117	12-426-0117	0.59171%
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5	119	12-426-0119	0.59171%
5	120	12-426-0120	0.59171%
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5	122	12-426-0122	0.59171%
5	123	12-426-0123	0.59171%
5	124	12-426-0124	0.59171%
5	125	12-426-0125	0.59171%

5	126	12-426-0126	0.59171%
5	127	12-426-0127	0.59171%
5	128	12-426-0128	0.59171%
5	129	12-426-0129	0.59171%
5	130	12-426-0130	0.59171%
5	131	12-426-0131	0.59171%
5	132	12-426-0132	0.59171%
5	133	12-426-0133	0.59171%
5	134	12-426-0134	0.59171%
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5	136	12-426-0136	0.59171%
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3	146	12-426-0146	0.59171%
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3	148	12-426-0148	0.59171%
3	149	12-426-0149	0.59171%
3	150	12-426-0150	0.59171%
5	151	12-426-0151	0.59171%
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5	167	12-426-0167	0.59171%
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