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08/10/2000 08:55 AM 159.00  
Book - 8380 Pg - 2489-2498  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
IVORY HOMES  
BY: KCC, DEPUTY - WI 10 P.

WHEN RECORDED RETURN TO:  
IVORY HOMES, Ltd.  
970 E. Woodoak Lane  
Salt Lake City, Utah 84117

**SECOND SUPPLEMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
IVORY HIGHLANDS, P.U.D.**

This SECOND SUPPLEMENT to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for IVORY HIGHLANDS, is made and executed by IVORY HOMES, Ltd., a Utah limited partnership, of 970 E. Woodoak Lane, Salt Lake City, Utah 84117 (hereinafter referred to as "Declarant").

**RECITALS**

Whereas, the Original Declaration of Covenants, Conditions and Restrictions was recorded in the office of the County Recorder of Salt Lake County, Utah on the 2nd day of March, 1999 as Entry No. 7274382 in Book 8254 at Page 7042 of the Official Records of the County Recorder of Salt Lake County, Utah (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 Salt Lake County, Utah.

Whereas, the First Supplement to the Declaration was recorded in the office of the County Recorder of Salt Lake County, Utah on the 6th day of July, 1999 as Entry No. 7405565 in Book 8292 at Page 1610 of the Official Records of the County Recorder of Salt Lake County, Utah (the "First Supplement").

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

Whereas, under Article III, Section 34 of the Declaration, Declarant reserved an option to expand the Project in accordance with 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-2" attached hereto and incorporated herein by this reference (the "Phase III Property").

Whereas, under the provisions of the Declaration, Declarant expressly reserved the absolute right to add to the Project any or all portions of the Additional Land at any time and in any order, without limitation.

Whereas, Declarant desires to expand the Project by creating on the Phase III Property a

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residential planned unit development.

Whereas, Declarant now intends that the Phase III Property shall become subject to the Declaration.

Whereas, for the other amendments and modifications all of the voting requirements of Article III, Section 27 have been satisfied.

Whereas, the approval requirements of Article III, Section 33(c) have been satisfied.

### AMENDMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Lot Owners thereof, Declarant hereby executes this SECOND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND BY-LAWS FOR IVORY HIGHLANDS.

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

16. Dwelling Unit shall mean and refer to the detached single family home, living unit, duplex or residential structure constructed upon a Lot.

42. Maximum Number of Residential Lots shall mean and refer to the maximum number of residential Lots approved for development within this Project under the Master Plans, as amended from time to time. The Project may be developed in phases. The Maximum Number of Residential Lots contemplated by the Declarant for all phases and for the entire Project as of the date of this amendment to the Declaration is 400, although that number may be changed from time to time.

43. Period of Declarant's Control shall mean and refer to a period of time commencing on the date the original Declaration was recorded and terminating upon the first to occur of the following: (a) when 100% of the Maximum Number of Residential Lots have certificates of occupancy issued thereon and have been conveyed to Class "A" Members; (b) when the Class "B" membership terminates; (c) December 31, 2045; (d) when, in its discretion, the Class "B" Member so determines.

44. Second Supplemental Declaration shall mean and refer to this SECOND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND BY-LAWS FOR IVORY HIGHLANDS.

45. Phase III Map shall mean and refer to the Plat Map of Phase III of the

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Project, prepared and certified to by David J. Byrd, a duly registered Utah Land Surveyor holding Certificate No. 161081, 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.

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 the Declaration as it may be supplemented or amended from time to time.

3. Annexation. Declarant hereby declares that the Phase III Property shall be annexed to and become subject to the Declaration, which, upon recordation of this First Supplemental 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 Units Revised. As shown on the Phase III Map, sixteen (16) new Lots are or will be constructed and/or created in the Project on the Phase III Property. The additional Lots are located within a portion of the Additional Land. Upon the recordation of the Phase III Map and this Second Supplemental Declaration, the total number of Lots in the Project will be one hundred and thirty-one (131). The additional Lots and the Dwelling Units to be constructed therein are or will be substantially similar in construction, design and quality to the Lots and Dwelling Units in the prior Phase.

5. Percentage Interest Revised. Pursuant to the Declaration, Declarant is required with the additional Lots to reallocate the undivided percentages of ownership interest (the "Percentage Interests"). Exhibit "C" to the Declaration, which sets forth the Percentage Interests, is deleted in its entirety and "Second Revised Exhibit 'C,'" attached hereto and incorporated herein by this reference, is substituted in lieu thereof.

6. Article III, Section 12, the introductory paragraph and subsections (a) and (b) are deleted in their entirety and the following is substituted in lieu thereof:

Classes of Membership and Voting Allocations. The Association shall have two (2) classes of membership -- Class A and Class B -- described more particularly as follows:

- a) Class A. Class A Members shall be all Owners with the exception of the Class B Members, if any. The votes of Class A Members are subject to the following restrictions: Each Lot shall have one (1) vote based upon its undivided percentage of ownership interest; no vote shall be cast or counted for any Lot not subject to assessment; when more than one (1) person or entity holds such interest in a Lot, the vote for such Lot shall be exercised as those persons or entities themselves determine and advise the Secretary of

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the Association prior to any meeting. In the absence of such advice, the vote of the Lot shall be suspended in the event more than one (1) person or entity seeks to exercise it; and any Owner of a Lot which has been leased may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument is furnished to the Secretary at least three (3) days prior to any meeting.

b) Class B. The Class B Member shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale of Lots and who is designated as such in a recorded instrument executed by Declarant. The Class B Member shall originally be entitled to five (5) votes per Lot owned; provided, however, the Declarant shall always have at least the same number of votes as the Class A Members, plus one. The Class B membership shall terminate and Class B membership shall convert to Class A membership upon the termination of the Period of Declarant's Control. From and after the termination of the Period of Declarant's Control, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot owned. At such time, the Declarant shall call a meeting, in the manner described in the By Laws of the Association for special meetings, to advise the membership of the termination of Class B status and, if it has not already occurred, to schedule transition of the operation and management of the entire Project to the Association.

7. Article III, Section 33 is amended to include the following new subsection:

(g) Architectural Controls. Until 100% of the Maximum Number of Residential Lots have been developed and conveyed to Class "A" Members, the Declarant, subject the restrictions set forth in the Declaration, shall have exclusive authority to administer and enforce architectural controls and to review and act upon all applications for original construction within the Project. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Declarant may, at any time and its sole discretion, assign its architectural control rights and powers, in whole or in part, to an Architectural Review Committee for the Property or its equivalent.

8. Property Affected. This document affects the land submitted to the Declaration, as amended, including the real property located in Salt Lake County, Utah described with particularity on Exhibit "A-2," attached hereto and incorporated herein by this reference, and all real property subsequently added to the Project.

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**EXHIBIT "A-2"**  
**LEGAL DESCRIPTION**

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

BEGINNING AT THE NORTHEAST CORNER OF LOT 216 OF IVORY HIGHLANDS PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEROF, SAID POINT ALSO BEING NORTH 87°57'22" WEST 1148.90 FEET ALONG THE QUARTER SECTION LINE AND NORTH 00°01'18" WEST 380.00 FEET AND NORTH 89°57'22" WEST 54.89 FEET AND NORTH 00°02'38" 151.00 FEET FROM THE CENTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE WEST LINE OF IVORY HIGHLANDS PHASE 1 ACCORDING TO THE OFFICIAL PLAT THEREOF THE FOLLOWING (4) COURSES; NORTH 00°02'38" EAST 9.10 FEET, NORTH 28°50'22" EAST 226.90 FEET, SOUTH 85°03'49" EAST 62.43 FEET, AND NORTH 00°00'46" WEST 447.68 FEET; THENCE SOUTH 89°59'14" WEST 100 FEET; THENCE SOUTH 80°04'51" WEST 50.76 FEET; THENCE SOUTH 89°59'14" WEST 100.00 FEET; THENCE SOUTH 00°00'46" EAST 240.98 FEET; THENCE SOUTH 11°26'40" WEST 89.97 FEET; THENCE SOUTH 28°50'22" WEST 339.00 FEET; THENCE SOUTH 09°18'17" WEST 46.43 FEET TO THE NORTHERLY LINE OF SAID IVORY HIGHLANDS PHASE 2; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING (3) COURSES; SOUTH 87°16'38" EAST 104.79 FEET; NORTH 83°58'53" EAST 53.65 FEET, AND SOUTH 89°57'22" EAST 109.24 FEET TO THE POINT OF BEGINNING.  
PROPERTY CONTAINS 4.213 ACRES.

~~27-33-405-026, -027~~

21-21-126-001 THRU-006

21-21-176-001 THRU 011

21-21-177-001 THRU 008

21-21-178-001 THRU 010

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**SECOND REVISED EXHIBIT "C"**  
**PERCENTAGE OF OWNERSHIP INTEREST**

PHASE I

<u>LOT NO.</u>	<u>PERCENTAGE OF OWNERSHIP INTEREST</u>
1	0.763%
2	0.763%
3	0.763%
4	0.763%
5	0.763%
6	0.763%
7	0.763%
8	0.763%
9	0.763%
10	0.763%
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74	0.763%
75	0.763%



**SECOND REVISED EXHIBIT "C"**  
**PERCENTAGE OF OWNERSHIP INTEREST**

PHASE II

201	0.763%
202	0.763%
203	0.763%
204	0.763%
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240	0.763%

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**SECOND REVISED EXHIBIT "C"**  
**PERCENTAGE OF OWNERSHIP INTEREST**

PHASE III

301	0.763%
302	0.763%
303	0.763%
304	0.763%
305	0.763%
306	0.763%
307	0.763%
308	0.763%
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315	0.763%
316	0.763%
Total:	100.00%

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