WHEN RECORDED RETURN TO: IVORY HOMES, Ltd. 970 E. Woodoak Lane Salt Lake City, UT 84117 7982316 08/22/2001 04:05 PM 19\_00 Book - 8492 P9 - 1209-1211 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH COTTONWOOD TITLE INS AGENCY 1996 E 6400 S STE.120 SLC UT 84121 BY: SBM, DEPUTY - WI 3 P.

FIRST SUPPLEMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DIMPLE DELL ESTATES, P.U.D.

This FIRST SUPPLEMENT to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for DIMPLE DELL ESTATES, 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 30<sup>th</sup> day of July, 2001 as Entry No. 7959860 in Book 8483 at Page 6627 of the Official Records of the County Recorder of Salt Lake County, Utah (the "Declaration").

Whereas, the related Plat Map of the Project was recorded in the office of the County Recorder of Salt Lake County, Utah on the 1<sup>st</sup> day of May, 2001 as Entry No. 7884911 in Book 2001P at Page 98 of the Official Records of the County Recorder of Salt Lake County, Utah (the "Declaration").

NOW, THEREFORE, for the benefit of the Project and the Lot Owners thereof, Declarant hereby executes this FIRST SUPPLEMENT to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND BY-LAWS for DIMPLE DELL ESTATES.

1. Temporary Extension Agreement. Owner acknowledges receipt of "Temporary Extension Agreement" between Salt Lake County and declarant that relates specifically to lots 3 through 6. Owners of lots 3 through 6 hereby accept the lot and house without the improvements which have been deferred pursuant to said agreement, and does further agree to provide and pay for said improvements at such time as they may be required. Until fully complied with, Owners obligation for improvements shall constitute a lien against property and a covenant running with the land and obligate Owner and any subsequent Owner for said improvements.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above written.

DECLARANT: IVORY HOMES, Ltd. VALUE, L.C. Its General Partner

By: \_\_\_\_\_\_Name: Clark D. Ivory

Title: Managing Member of Value, L.C. who is

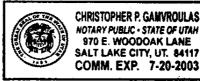
General Partner of Ivory Homes, Ltd.

STATE OF UTAH )
)ss:
COUNTY OF SALT LAKE )

On the 20 day of August, 2001, personally appeared before me Clark D. Ivory, who by me being duly sworn, did say that he is the Manager of VALUE, L.C., the General Partner of IVORY HOMES, Ltd., and that the within and foregoing instrument was signed in behalf of said limited partnership pursuant to its Partnership Agreement, and said Clark D. Ivory further acknowledged to me that IVORY HOMES, Ltd, executed the same day.

Notary Public

Residing at: Salt Lake City, Utah



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RXLP DIMPLE DELL EST				BLK, LOT-QUAR	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLET
		L	1	28-11-327-049-0000	NO
		L	2	28-11-327-050-0000	NO
		L	3	28-11-327-048-0000	NO
		L	4	28-11-327-047-0000	NO
		${f L}$	5	28-11-327-046-0000	NO
		L	6	28-11-327-045-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTE

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Date: 08/22/2001 Time: 04:05:29 PM