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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
IVORY DEVELOPMENT LLC  
978 E WOODOAK LN  
SLC UT 84117  
BY: NEH, DEPUTY - WI 14 P.

WHEN RECORDED RETURN TO:  
IVORY DEVELOPMENT  
978 E. Woodoak Lane  
Salt Lake City, Utah 84117  
(801) 747-7440

**SECOND SUPPLEMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS  
FOR IVORY CROSSING PHASE III  
An Expandable Planned Unit Development**

This Second Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase III, P.U.D. is made and executed by IVORY 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 P.U.D. was recorded in the office of the County Recorder of Salt Lake County, Utah on the 29<sup>th</sup> of August, 2003 as Entry No. 8795529 in Book 8872 at Page 7924-7982 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 Declaration of Protective Covenants for IVORY CROSSING PHASE II, P.U.D. was recorded in the office of the County Recorder of Salt Lake County, Utah on the 12<sup>th</sup> of July, 2004 as Entry No. 9117821 in Book 9013 at Page 1269-1275 of the Official Records of the County Recorder of Salt Lake County, Utah.

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 41 of the Declaration, Declarant reserved an option to unilaterally expand the subdivision 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 expand the application of the Declaration to other real property.

Whereas, Declarant desires to expand the subdivision by creating on the PHASE III Property additional Lots.

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

**NOW, THEREFORE**, for the reasons recited above, and for the benefit of the subdivision and the Lot Owners thereof, Declarant hereby executes this SECOND SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR IVORY CROSSING PHASE III.

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

A. **Second Supplemental Declaration** shall mean and refer to this SECOND SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR IVORY CROSSING PHASE III.

B. **PHASE III Map** shall mean and refer to the Plat Map of PHASE III of the Project, prepared and certified to by Ralph Goff, a duly registered Utah Land Surveyor holding Certificate No. 144147, and filed for record in the Office of the County Recorder of Salt Lake County, Utah concurrently with the filing of this First Supplemental Declaration.

C. **Subdivision** shall mean and refer to IVORY CROSSING PHASES I, II and III.

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 Second Supplemental Declaration, shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-2 subject to this Declaration and the functions, powers, rights, duties and jurisdiction of the Association.

4. **Total Number of Units Revised.** As shown on the PHASE III Map, fifty-three (53) new Lots, Numbers 301-353, are or will be constructed and/or created in the Project on the PHASE III Property. Upon the recordation of the PHASE III Map and this First Supplemental Declaration, the total number of Lots in the Project will be one hundred and six (159). 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 Phase.

5. **Fencing.** Article 7(i) of the Declaration, regarding "Fencing," is hereby deleted in its entirety and the following language is substituted in lieu thereof:

(i) No fence or similar structure shall be built in any front yard to a height in excess of three (3') feet, nor shall any fence or similar structure be built in any side or rear yard in excess of six (6') feet. Chain link or cinder block fencing is not allowed. Wrought iron or vinyl is permitted. White vinyl and earth tones are allowed. Masonry may also be permitted with the prior written consent of the Declarant or the ARC. Any fencing or similar structure using other construction materials requires the prior express written approval of the ARC. If there is a dispute as to what constitutes the front, side or rear yards, the decision of the ARC shall be final, binding and conclusive.

6. **Walls, Fences and Hedges.** Article 9(e)(20) of the Declaration, regarding "Walls, Fences and Hedges," is hereby deleted in its entirety and the following language is substituted in lieu thereof:

(2) Walls, Fences and Hedges. No fence, wall, hedge, or other similar structure (including without limitation any "topping" on such structures) shall be erected in a required front yard to a height in excess of three (3') feet, nor shall any such structure be erected in any side or rear yard to a height in excess of six (6') feet. No fence, wall, hedge or other similar structure shall be erected in any yard bordering a street or front yard of any adjoining Lot to a height in excess of six (6') feet any nearer to any street than the minimum building setback line. Where a retaining wall protects a cut below the natural grade and is located on the line separating Lots, such retaining wall may be topped by a fence, wall or hedge or similar structure six (6') feet in height. The only acceptable fencing materials are wrought iron or vinyl. White vinyl or earth tones are allowed. Chain link and cinder block fences are not permitted under any circumstances. Walls, fences, landscaping and the like constructed or installed within a public utility or drainage easement are constructed or installed at the Owner's risk and may have to be removed, dismantled or destroyed, and the property restored to its original condition, at said Owner's sole expense, where necessary because of the need for drainage or

public utility servicing, installation, alteration or repairs by a utility company or as required by a public or private authority.

7. Article III, Section 7(h) of the Declaration, regarding "Landscaping," is hereby amended and the following language is added:

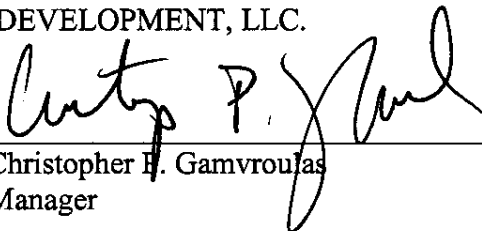
(h) **Landscaping.** All Lot landscaping, grading, and drainage shall be completed strictly in accordance with the Landscaping Guidelines adopted by the Developer or the ARC and so as to comply with and not impair all applicable ordinances and flood control requirements. All Lot landscaping must be completed within six (6) months of closing. Landscaping shall include by way of illustration but not limitation the planting of a lawn and/or other appropriate ground cover, planting beds and flower beds, appropriate bushes and shrubs, and the planting of trees in accordance with the Street Tree Planting Plan, a copy of which is attached hereto, marked Exhibit "B" and incorporated herein by this reference. Trees, lawns, shrubs, or other plantings placed on a Lot shall be properly nurtured and maintained by the Owner. The Developer is responsible for the initial planting of the trees. The Lot Owner is responsible to replace all trees if replacement is required. Any weeds or diseased or dead lawn, trees, ground cover, bushes or shrubs shall be removed and replaced. All replacement trees must also satisfy the requirements of the Street Tree Planting Plan. The landscaping of a Lot may not adversely affect the value or use of any other property or detract from the original design scheme and appearance of the subdivision.

Should any Lot Owner fail to comply with the provisions of this paragraph, the Developer or the ARC shall have the right to seek an order from a court of proper jurisdiction requiring specific performance to comply with the provisions hereof or to recover damages, or both, and shall also have the authority but not the obligation to complete the landscaping or restore the property to its original condition without being guilty of a trespass, and require the Lot Owner to pay the cost of labor and materials. The costs and expenses incurred, including a reasonable attorneys fee, whether or not a lawsuit is filed, shall be considered the personal obligation of the Lot Owner and shall constitute a lien on the interest of the Owner in such property, enforceable at law or equity, until payment is made.

8. **Effective Date.** The effective date of this Second Supplemental Declaration and the PHASE III 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 3 day of April, 2005.

DEVELOPER:  
IVORY DEVELOPMENT, LLC.

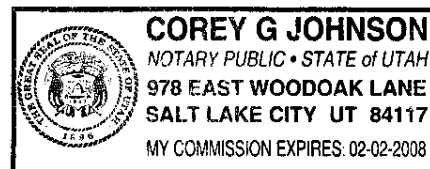
By:   
Name: Christopher P. Gamvroulas  
Title: Manager

**ACKNOWLEDGMENT**

STATE OF UTAH            )  
  ss:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day April, 2005 by Christopher P. Gamvroulas, the President of IVORY DEVELOPMENT, LLC., a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said IVORY DEVELOPMENT, LLC. executed the same.

  
NOTARY PUBLIC  
Residing at:  
My Commission Expires:



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

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

BEGINNING AT A POINT ON THE BOUNDARY LINE OF IVORY CROSSING NO. 2 P.U.D., SAID POINT BEING S89°57'38"E, 206.64 FEET AND N0°15'32"W, 1221.79 FEET FROM THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°44'28"W, 35.50 FEET; THENCE 39.95 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N32°57'17"W, 37.81 FEET); THENCE 121.04 FEET ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N43°58'42"W, 118.18 FEET); THENCE 41.35 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N56°09'11"W, 38.99 FEET); THENCE N8°04'49"W, 55.55 FEET; THENCE 45.72 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N52°34'43"E, 42.54 FEET); THENCE 139.56 FEET ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N40°08'43"E, 135.18 FEET); THENCE 6.21 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N60°03'10"E, 6.20 FEET); THENCE N0°16'53"W, 408.54 FEET; THENCE N6°22'38"W, 353.01 FEET; THENCE N14°45'38"W, 354.26 FEET; THENCE S89°59'53"E, 1303.56 FEET TO THE WESTERLY LINE OF THE UTAH LAKE DISTRIBUTION CANAL; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FOUR(4) COURSES: S0°00'27"W, 89.29 FEET; THENCE S10°43'12"W, 430.26 FEET; THENCE S15°10'16"W, 101.60 FEET; THENCE S18°06'59"W, 78.30 FEET TO A POINT ON THE BOUNDARY OF IVORY CROSSING NO. 2 P.U.D.; THENCE ALONG THE BOUNDARY OF SAID IVORY CROSSING NO. 2 P.U.D. THE FOLLOWING TWENTY (20) COURSES: N71°53'00"W, 112.00 FEET; THENCE N46°11'12"W, 61.04 FEET; THENCE N69°24'04"W, 100.09 FEET; THENCE N4°07'13"E, 9.49 FEET; THENCE N78°25'39"W, 110.51 FEET; THENCE S69°04'46"W, 64.34 FEET; THENCE N75°37'23"W, 50.92 FEET; THENCE N88°49'06"W, 86.69 FEET; THENCE S81°01'07"W, 117.95 FEET; THENCE S3°36'36"W, 95.00 FEET; THENCE S0°15'32"E, 100.00 FEET; THENCE S19°34'36"E, 85.92 FEET; THENCE S8°15'28"W, 116.00 FEET; THENCE S16°18'08"W, 55.92 FEET; THENCE S14°47'55"W, 114.67 FEET; THENCE WEST, 179.79 FEET; THENCE 54.63 FEET ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N62°37'09"W, 54.36 FEET); THENCE 44.07 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N36°19'47"W, 41.21 FEET); THENCE S89°44'28"W, 35.50 FEET; THENCE S0°15'32"E, 362.89 FEET TO THE POINT OF BEGINNING.

CONTAINS: 21.4681 ACRES - 53 LOTS

**REVISED EXHIBIT "B"**  
**PERCENTAGE OF OWNERSHIP INTEREST**

<u>Phase</u>	<u>Lot No.</u>	<u>Percentage Of Ownership Interest</u>
1	101	0.6289%
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**EXHIBIT "B"**

**S T R E E T   T R E E   P L A N T I N G   P L A N**

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**01. GENERAL REQUIREMENTS**

- 01.1.     **STREET TREES** initially are to be planted by the developer in compliance with this plan.
- 01.2.     **STREET TREES** are to be planted in the parkstrip in front of each lot. They are to be centered between the back of curb and the edge of the sidewalk.
- 01.3.     **STREET TREES** shall be a minimum two inch (2") caliper in size when planted. (Caliper is the diameter of the trunk measured twelve (12) inches above the top of the root ball.)
- 01.4.     Any damaged or diseased **STREET TREES** are to be replaced by the homeowner at his sole cost and expense.

"Exhibit B"



Sheet 1  
Phase One  
Street Trees  
Planting Plan

# Ivory Crossing

South Jordan, Utah

**IVORY HOMES**  
970 Woodhark Lane  
Salt Lake City, Utah

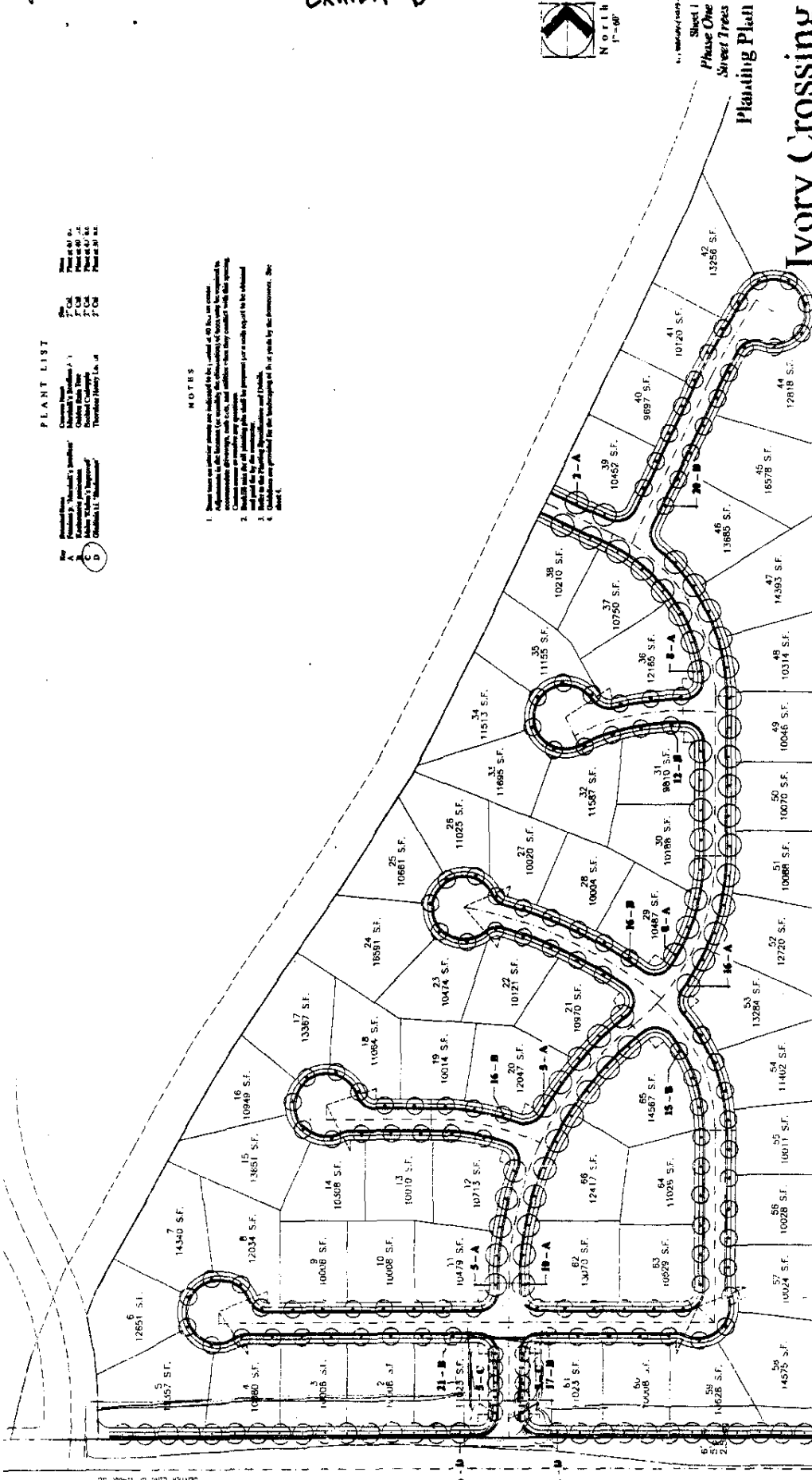
**WILSON**  
CONSULTANTS  
LANDSCAPE ARCHITECTS

**PLANT LIST**

Plant Name	Quantity	Notes
...	...	...

**NOTES**

1. Plant names and quantities are indicated on the plan. All plants are to be installed in the locations shown. All plants are to be installed in the locations shown. All plants are to be installed in the locations shown.
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"Exhibit B"

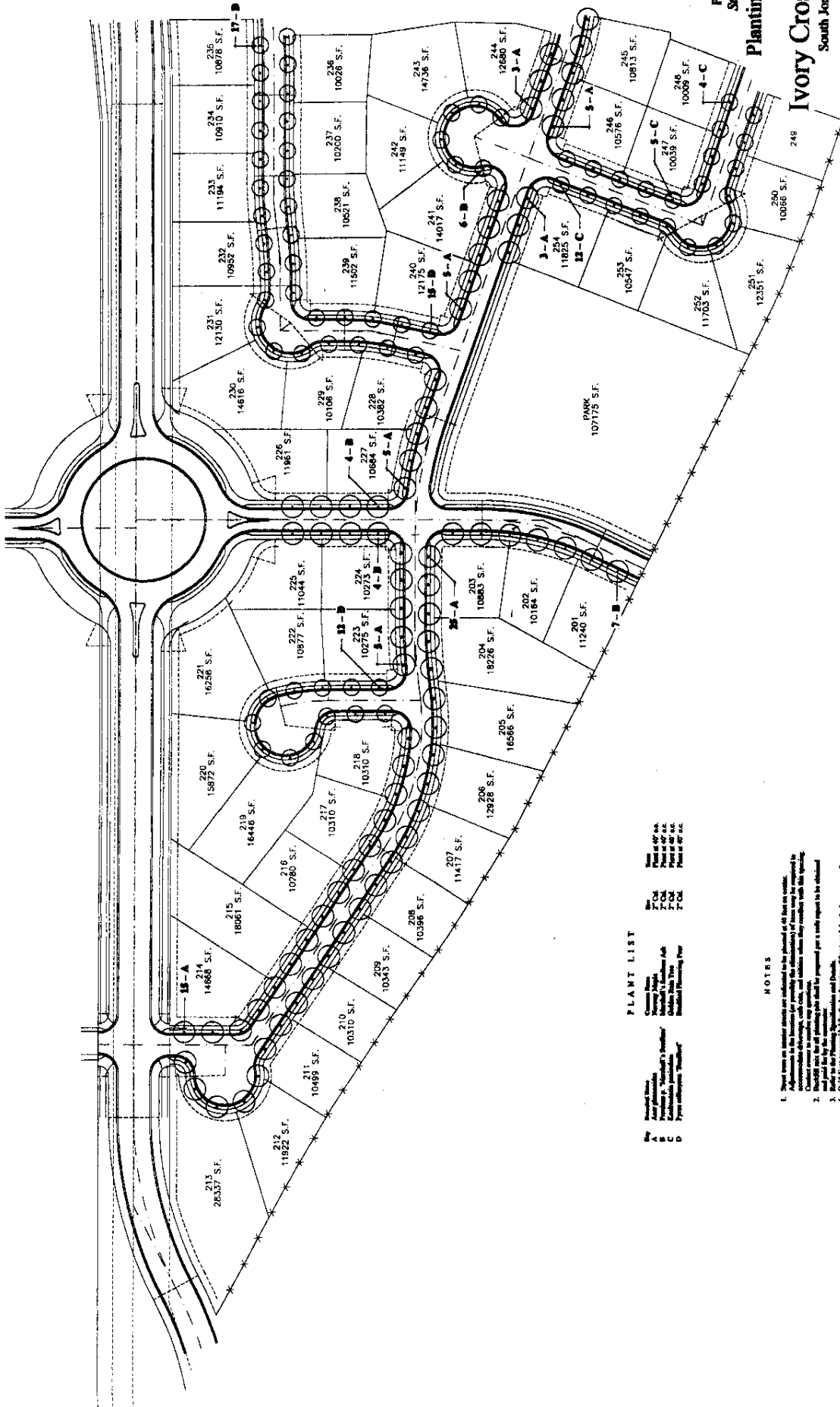


Phase Two  
Street Trees  
Planting Plan

Ivory Crossing  
South Jordan, Utah

IVORY HOMES  
778 Woodbank Lane  
Salt Lake City, Utah

**MICHAEL BERRY**  
CONSULTANT  
LANDSCAPE ARCHITECT  
P.L.L.C.  
10000 S. WILLOW DRIVE SUITE 100  
SALT LAKE CITY, UT 84114



**PLANT LIST**

Code	Plant Name	Plant Size	Plant Spacing
A	Redwood Shrub	6' x 6'	10' x 10'
B	Amelanchier	7' x 6'	10' x 10'
C	Blackberry	7' x 6'	10' x 10'
D	Prunella	7' x 6'	10' x 10'

- NOTES**
1. Plant sizes in square feet are indicated on the plan of all trees to be planted.
  2. Plant spacing is indicated on the plan of all trees to be planted.
  3. Planting schedule, including all trees to be planted, shall be submitted to the City of South Jordan for review and approval.
  4. Planting schedule shall be submitted to the City of South Jordan for review and approval.
  5. Planting schedule shall be submitted to the City of South Jordan for review and approval.
  6. Planting schedule shall be submitted to the City of South Jordan for review and approval.

# "Exhibit B"

Stantec Consulting  
 Salt Lake City, UT 84103  
 Tel: 801.261.1000  
 Fax: 801.261.1171  
 www.stantec.com



**Stantec**

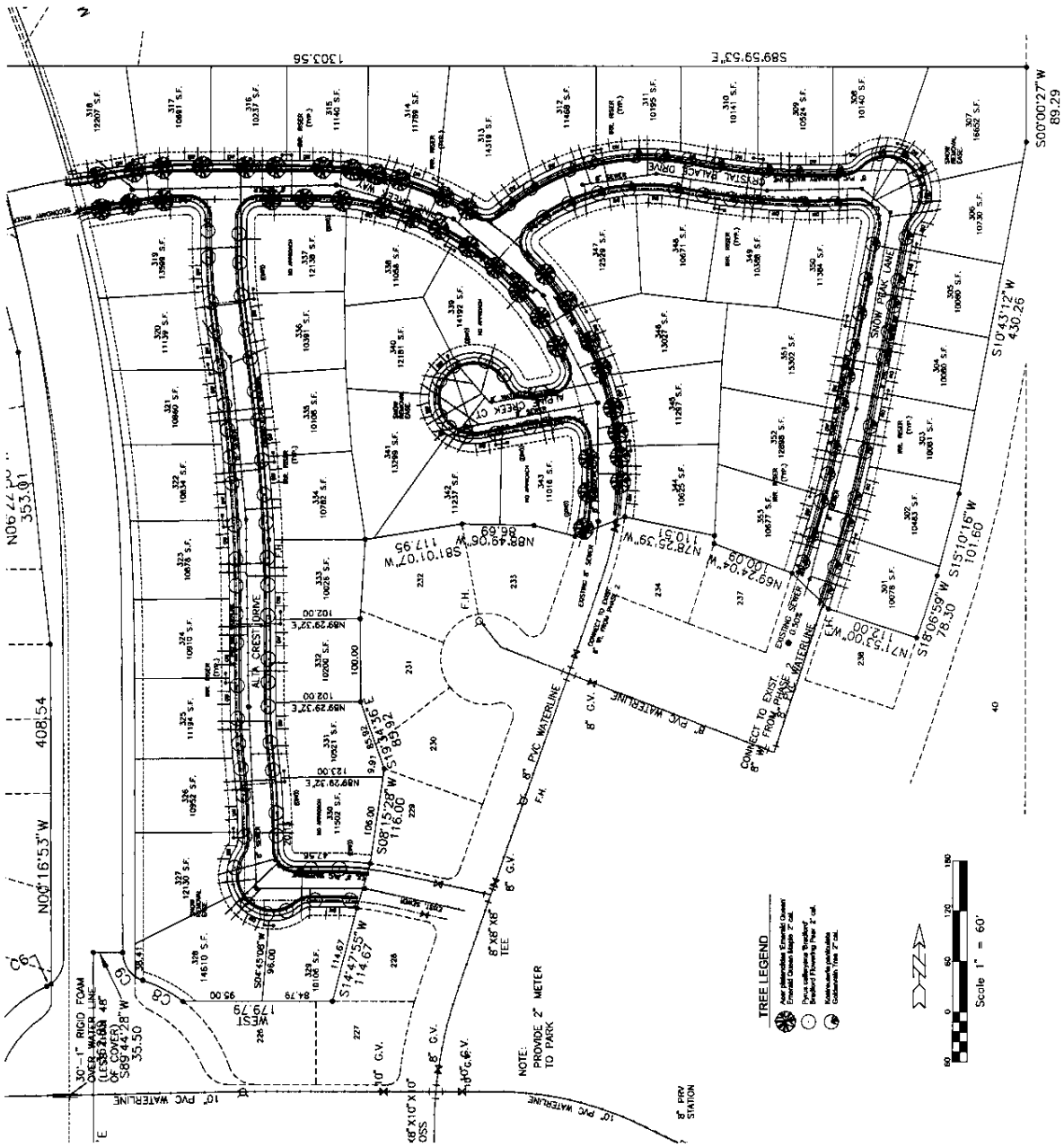
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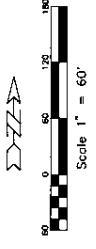
Client: **MOORE HOMES**  
 970 EAST WOODDAK LANE, SALT LAKE CITY  
 IVORY CROSSING  
 SOUTH JORDAN, UTAH

Project: **PHASE 3**  
**STREET TREE PLAN**

Scale: 1"=60'  
 Drawing No.: **L-1**



**TREE LEGEND**  
 • New (Hazardous) Emerald Green  
 • Existing Emerald Green  
 • Existing Mature  
 • Existing to be removed  
 • New (Hazardous) Golden Yellow  
 • Existing Golden Yellow



NOTE: PROVIDE 2' METER TO PARK