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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
IVORY DEVELOPMENT LLC
978 E WOODOAK LN
SLC UT 84117
BY: EPM, DEPUTY - WI 11 P.

WHEN RECORDED RETURN TO:
Jon McGuire
Ivory Development
978 E. Woodoak Lane
Salt Lake City, Utah 84117

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR IVORY CROSSING, a planned unit development**

This First Amendment to Declaration of Protective Covenants for Ivory Crossing P.U.D. is made and executed by IVORY HOMES, LTD, of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Developer"), with reference to the following:

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 August 29, 2003 as Entry No. 8795529 in Book 8872 at Pages 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 First Supplement to 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 July 12, 2004 as Entry No. 9117821 in Book 9013 at Pages 1269-1275 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, the Second Supplement to Declaration of Protective Covenants for Ivory Crossing Phase III, P.U.D. was recorded in the office of the County Recorder of Salt Lake County, Utah on May 5, 2005 as Entry No. 9368186 in Book 9127 at Pages 1797-1810 of the Official Records of the County Recorder of Salt Lake County, Utah (the "Second Supplement").

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

Whereas, the Third Supplement to Declaration of Protective Covenants for Ivory Crossing Phase IV, P.U.D. was recorded in the office of the County Recorder of Salt Lake County, Utah on March 23, 2006 as Entry No. 9671410 in Book 9270 at Pages 3564-3572 of the Official Records of the County Recorder of Salt Lake County, Utah (the "Third 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 Salt Lake County, Utah.

Whereas, under Section 3 of the Declaration, Declarant reserved an option to expand the subdivision in accordance with the Declaration.

Whereas, it is the desire, intent and purpose of Declarant to create a neighborhood in which beauty shall be substantially preserved, which will enhance the desirability of living on that real estate subject to this Declaration and which will increase and preserve the attractiveness, quality and value of the lands and improvements therein, and the entire project.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Lot Owners thereof, the Association hereby executes this First Amendment to Declaration of Protective Covenants for Ivory Crossing, a planned unit development, for and on behalf of all of the Lot Owners.

1. Amendments The Declaration is amended as follows:

a. **Designs, Plans and Specifications.** Architectural designs, plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the ARC for review and approval. Information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction should be submitted if applicable. Designs submitted for approval shall be limited to those prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process.

1) Easements. Easements for utilities, the Entry Monument, drainage systems and facilities, and irrigation are reserved hereby. If any portion of the Entry or Entry Monument encroaches or comes to encroach upon a Lot, in whole or in part, as a result of construction, reconstruction, repair, shifting, settling, or movement, an easement for such encroachment is created hereby and shall exist so long as such encroachment exists. An Owner may not do any landscaping, grading or work, or install any structure, building, improvement, planting, or other object, natural or artificial, or materials which may damage or interfere with the installation and maintenance of utilities, Entry Monument, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. If a drainage channel is altered by an Owner, the Developer and/or the Association expressly reserve the right to enter onto the property to restore the area at the cost of the Owner, and without being guilty of a trespass. In addition, the easement and right of way area of or on each Lot, including by way of illustration but not limitation, the Entry Monument, in whole or in part, utilities, drainage systems and facilities, and irrigation, and all improvements within said area shall be maintained continuously by the Owner of the property, at his sole expense,

excepting those improvements for which a public authority or utility company is expressly responsible.

2) Landscaping. All Lot landscaping, grading, and drainage is subject to the following covenants, conditions, restrictions and easements, and 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.

a) The Developer will provide the City with a bond for landscaping whenever possible. In the event that such a bond is provided, it shall be refunded, upon the buyer's completion of the City's landscaping requirements, inspection and approval, to the Owner.

b) All Lot landscaping must be completed within six (6) months of closing.

c) 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.

d) By accepting a deed or other document of conveyance to a Lot, the Owner hereby agrees, acknowledges and consents that if the Developer is required by the City to install front yard landscaping prior to receiving a final inspection on the Lot, to the basic front yard landscaping so provided and further agrees that the landscaping installed by Developer is in lieu of, abrogates and cancels any 2,000 sq. ft. of sod promised on any promotional materials, including by way of illustration but not limitation the Purchase Price Addendum and the Ivory Homes Catalogue of Homes.

e) 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.

f) All replacement trees must also satisfy the requirements of the Street Tree Planting Plan.

g) The Owner is responsible for the initial planting of trees.

h) Trees, lawns, shrubs, or other plantings placed on a Lot shall be properly cared for, nurtured, maintained and replaced by the Owner.

i) Any weeds or diseased or dead lawn, trees, ground cover, bushes or shrubs shall be removed and replaced.

j) Front, side or rear yards constructed primarily or substantially of controlled surfaces are prohibited.

k) A minimum of 20% of the landscaping in the front and back yard areas shall be grass or sod.

l) No hardscape material or controlled surfaces may be installed or constructed as landscaping in the front, side or rear yards of a Lot without the express prior written consent of the ARC. For use herein, hardscape material or controlled surfaces shall mean concrete, cement or masonry products, pavers, brick, brick pavers, decorative stone, stone, cobblestone, tile, terrazzo, slabs, slate, rocks, pebbles, gravel, permeable pavements and so forth or other artificial or impermeable surfaces, and so forth.)

m) No additional driveway or parking pad may be added to the exterior of the home except to the side of the existing driveway and then only if the additional driveway or parking pad:

1) is approved by the ARC in writing;

2) is separated from any other driveway, parking pad, hardscape materials or controlled surfaces by a strip of well maintained landscaping or green space, with sod, trees, shrubs, bushes, and flower or planting beds, at least 3 feet wide with an adequate irrigation system;

4) does not extend beyond the plane established by the front of the house;

5) is compatible with the topography and the design and landscaping scheme of neighboring lots; and

6) is expressly conditioned upon continued maintenance, repair and replacement.

n) A limitation of hardscape in the curb strip up to 4 feet wide of hardscape material or controlled surfaces only if the curb piece will provide direct access and match up to an existing sidewalk that leads directly to the front door of the house.

o) All corner planters must:

1) be approved by the ARC and are subject to the following conditions:

- 1) contain a minimum of 50 square feet; and
- 2) be a substantially triangular area located immediately adjacent to the front sidewalk and the side lot boundary line.

b. **Use Restrictions and Nature of the Project.** The Lots are subject to the following use restrictions which shall govern both the architecture and the activities within the Project:

1) **Signs.** No signs, billboards or advertising structures or devices of any kind may be built, installed or displayed on the Property or any Lot except for a single sign with a maximum size of 2' x 2' for specific purpose of advertising the sale of a Dwelling Unit; provided, however, this restriction does not apply to and is not binding upon the Developer, who may use whatever signs it deems appropriate to market its Lots. "For Rent" or "For Lease" signs in the Common Area, on a Lot, or showing from a Dwelling Unit are strictly prohibited. Anything to the contrary notwithstanding, the Association may install or place regulatory signs and temporary signs for the express purpose of announcing or advertising Association events.

2) **Entry Monument.** If an Owner purchases a Lot which includes a common improvement, including by way of illustration but not limitation an Entry, Entry Monument, planter, planter box, planter strip, perimeter fence, wall, street light, exterior lighting or other landscaping treatment of any kind, shall, at his sole expense, maintain such common elements in good condition, and may not improve his property or place any plant, hedge, tree, bush, shrub or object, natural or artificial, behind, to the side or in front of such improvement or feature or so as to impair, obstruct, block or impede the view or purpose of the Entry, Entry Monument or other improvement, planter box, landscaping strip, or any such special landscaping feature.

c. **Owner-Occupied.** In order to maintain the value of the purchased property and subdivision, a Dwelling Unit must be owner-occupied for a period of at least one (1) year after closing. The term "owner-occupied" shall mean a Unit occupied by one of the following: (a) The vested owner (as shown on the records of the Salt Lake County Recorder); (b) The vested owner and/or his spouse, children or siblings; or (c) The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner (provided, such person holds a beneficial interest in such legal entity of at least 50.0%) and/or his spouse, children or parents.

d. **Leases.** Each Owner agrees, by the acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the

purchased property and the subdivision, the leasing and renting of Dwelling Units is subject to the following covenants, conditions and restrictions:

1) Renting rules and regulations adopted by the Management Committee, as they may be amended from time to time.

2) No Owner may lease or rent his Dwelling Unit for a period of one (1) year from the date of closing.

3) No Owner shall be permitted to lease his Dwelling Unit for short term, transient, hotel, vacation, seasonal or corporate use purposes. For purposes of this section the term "short term" shall be considered to be any rental with an initial term of less than six (6) months. Daily or weekly rentals are expressly prohibited. No Owner may lease individual rooms to separate Persons or less than his entire Dwelling Unit, including by way of illustration but not limitation letting a room to domestic help or a caretaker, without the prior express written consent of the Management Committee.

4) "For Rent" or "For Lease" signs are prohibited.

5) The Management Committee must approve in writing all lease and rental agreements as to form. Any lease or rental agreement not approved or in violation of the Project Documents shall be considered "non-conforming" and, as such, voidable by the Management Committee.

6) The Association may also require that Owners use lease forms or addenda, such as the Crime Free Addendum or the Project Addendum, approved by the Association (or include specific terms in their leases); and the ARC may impose a review or administration fee on the lease or transfer of any Lot.

7) Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to his Dwelling Unit.

e. Transfer Fee. Each Owner agrees, by the acceptance of a deed or other document of conveyance to a Lot, that in order to maintain the value of the purchased property and the subdivision, to pay to the Association a sum equal to five percent (5%) of the gross sales price on the Lot as a transfer fee if his Lot is sold or if he enters into a lease/option or other similar agreement on the Lot during the initial one (1) year period after the date of closing.

Exhibit "A"
LEGAL DESCRIPTION

IVORY CROSSING, a planned unit development

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

Phase I:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE UTAH AND SALT LAKE DISTRIBUTION CANAL, SAID POINT BEING S89°57'38"E, 294.57 FEET ALONG THE QUARTER SECTION LINE AND N0°02'23"E, 39.89 FEET FROM THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE EASTERLY LINE OF SAID UTAH LAKE DISTRIBUTION CANAL THE FOLLOWING FOURTEEN (14) COURSES: N13°28'51"E, 100.47 FEET; THENCE N20°40'09"E, 109.39 FEET; THENCE N28°39'58"E, 196.23 FEET; THENCE N28°47'23"E, 52.51 FEET; THENCE N29°37'52"E, 100.84 FEET; THENCE N32°38'40"E, 150.64 FEET; THENCE N34°02'23"E, 139.63 FEET; THENCE N31°43'48"E, 176.66 FEET; THENCE N26°26'00"E, 238.45 FEET; THENCE N25°38'19"E, 621.64 FEET; THENCE N21°01'53"E, 116.69 FEET; THENCE N18°06'59"E, 215.09 FEET; THENCE N15°10'16"E, 104.79 FEET; THENCE N10°43'12"E, 170.53 FEET; THENCE S0°00'27"W, 2254.85 FEET; THENCE N89°56'26"W, 1026.16 FEET TO THE POINT OF BEGINNING.

CONTAINS: 24.0618 ACRES - 63 LOTS

**Exhibit "A" CONT.
LEGAL DESCRIPTION**

IVORY CROSSING, a planned unit development

Phase II:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE UTAH LAKE DISTRIBUTION CANAL, SAID POINT BEING S89°57'38"E, 279.89 FEET AND N0°02'22"E, 176.54 FEET FROM THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE 52.68 FEET ALONG THE ARC OF A 464.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N15°28'42"W, 52.65 FEET); THENCE WEST, 265.85 FEET; THENCE N0°01'33"E, 295.91 FEET; THENCE S89°46'32"E, 153.53 FEET; THENCE N0°15'38"W, 162.67 FEET; THENCE 0.11 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N89°59'14"W, 0.11 FEET); THENCE N89°46'32"W, 8.67 FEET; THENCE 84.69 FEET ALONG THE ARC OF A 602.50 FOOT RADIUS CURVE LEFT (CHORD BEARS N85°44'55"W, 84.62 FEET); THENCE 8399 FEET ALONG THE ARC OF A 597.50 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N85°44'55"W, 83.92 FEET); THENCE N89°46'32"W, 16.00 FEET; THENCE 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N44°46'32"W, 21.21 FEET); THENCE N0°13'28"E, 106.73 FEET; THENCE 175.37 FEET ALONG THE ARC OF A 350.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N14°07'46"W, 173.54 FEET); THENCE N28°29'01"W, 305.88 FEET; THENCE 24.46 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N18°14'18"E, 24.46 FEET); THENCE N64°57'37"E, 161.95 FEET; THENCE 65.55 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N77°28'48"E, 65.03 FEET); THENCE EAST, 56.15 FEET; THENCE 41.35 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S56°09'11"E, 38.99 FEET); THENCE 121.04 FEET ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S43°58'42"E, 118.18 FEET); THENCE 39.95 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S32°57'17"E, 37.81 FEET); THENCE N89°44'28"E, 35.50 FEET; THENCE N0°15'32"W, 362.89 FEET; THENCE N89°44'28"E, 35.50 FEET; THENCE 44.07 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S36°19'47"E, 41.21 FEET); THENCE 54.63 FEET ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S62°37'09"E, 54.36 FEET); THENCE EAST, 179.79 FEET; THENCE N14°47'55"E, 14.67 FEET; THENCE N16°18'08"E, 55.92 FEET; THENCE N8°15'28"E, 116.00 FEET; THENCE N19°34'36"W, 85.92 FEET; THENCE N0°15'32"W, 100.00 FEET; THENCE N3°36'36"E, 95.00 FEET; THENCE N81°01'07"E, 117.95 FEET; THENCE S88°49'06"E, 86.69 FEET; THENCE S75°37'23"E, 50.92 FEET; THENCE N69°04'46"E, 64.34 FEET; THENCE S78°25'39"E, 110.51 FEET; THENCE S4°07'13"W, 9.49 FEET; THENCE S69°24'04"E, 100.09 FEET; THENCE S46°11'12"E, 61.04 FEET; THENCE S71°53'00"E, 112.00 FEET TO THE WESTERLY LINE OF THE UTAH LAKE DISTRIBUTION CANAL; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING ELEVEN (11) COURSES: S18°06'59"W, 134.25 FEET; THENCE S21°01'53"W, 113.44 FEET; THENCE S25°38'19"W, 619.31 FEET; THENCE S26°26'00"W, 235.82 FEET; THENCE S31°43'48"W, 173.37 FEET; THENCE S34°02'23"W, 139.23 FEET; THENCE S32°38'40"W, 152.54 FEET; THENCE S29°37'52"W, 102.51 FEET; THENCE S28°47'23"W, 52.99 FEET; THENCE S28°39'58"W, 199.74 FEET; THENCE S20°40'09"W, 88.92 FEET TO THE POINT OF BEGINNING.

CONTAINS: 27.5926 ACRES - 43 LOTS AND 2 PARKS

**Exhibit "A" CONT.
LEGAL DESCRIPTION**

IVORY CROSSING, a planned unit development

Phase III:

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

**Exhibit "A" CONT.
LEGAL DESCRIPTION**

IVORY CROSSING, a planned unit development

Phase IV:

BEGINNING AT A POINT WHICH IS N89°46'32"W, 794.15 FEET AND N0°13'28"E, 40.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N89°46'32"W, 60.00 FEET; THENCE NORTH, 250.00 FEET; THENCE N89°46'32"W, 467.78 FEET; THENCE N0°01'37"E, 974.87 FEET; THENCE N63°52'18"E, 250.66 FEET; THENCE SOUTH, 68.04 FEET; N59°57'27"E, 127.48 FEET; THENCE S35°51'24"E, 255.71 FEET; THENCE S18°20'02"E, 192.50 FEET; THENCE S46°33'18"E, 87.48 FEET; THENCE S50°30'38"E, 55.24 FEET; THENCE S56°02'02"E, 100.00 FEET; THENCE S69°13'29"E, 87.78 FEET; THENCE S89°46'42"E, 331.00 FEET; THENCE N75°09'36"E, 66.28 FEET; THENCE S89°46'32"E, 55.00 FEET; THENCE S0°13'28"W, 106.73 FEET; THENCE 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S44°46'32"E, 21.21 FEET); THENCE S89°46'32"E, 16.00 FEET; THENCE 24.15 FEET ALONG THE ARC OF A 597.50 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S88°37'04"E, 24.15 FEET); THENCE LEAVING THE BOUNDARY OF SAID IVORY CROSSING NO. 2 P.U.D AND RUNNING S0°01'33"W, 169.01 FEET; THENCE N89°46'32"W, 660.00 FEET; THENCE S0°01'33"W, 318.00 FEET; THENCE N89°46'32"W, 134.09 FEET; THENCE SOUTH, 170.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 18.9163 ACRES