

90-374

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

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07/12/2004 04:29 PM 421.00
Book - 9013 Pg - 1249-1268
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COTTONWOOD TITLE INS AGENCY
1996 E 6400 S STE. 120
SLC UT 84121
BY: ZJH, DEPUTY - WI 20 P.

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

This NINTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for IVORY HIGHLANDS 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 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 (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 (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 the Declaration was recorded in the office of the County Recorder of Salt Lake County, Utah on the 10th day of August, 2000, as Entry No. 7695389 in Book 8380 at Page 2489 of the Official Records (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 the Declaration was recorded in the office of the County Recorder of Salt Lake County, Utah on the 8th day of March, 2001, as Entry No. 7839919 in Book 8432 at Page 6095 of the Official Records (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, the Fourth Supplement to the Declaration was recorded in the Office of the County Recorder of Salt Lake County, Utah on the 17th day of August, 2001, as Entry No. 7977808 in Book 8490 at Page 3900 of the Official Records (the "Fourth Supplement").

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

Whereas, the Fifth Supplement to the Declaration was recorded in the Office of the County Recorder of Salt Lake County, Utah on the 17th day of August, 2001, as Entry No. 7977809 in Book 8490 at Page 3911 of the Official Records (the "Fifth Supplement").

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

Whereas, the Sixth Supplement to the Declaration was recorded in the Office of the County Recorder of Salt Lake County, Utah on the 25th day of June, 2002, as Entry No. 8274523 in Book 8612 at Pages 7723-7734 of the Official Records (the "Sixth Supplement").

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

Whereas, the Seventh Supplement to the Declaration was recorded in the Office of the County Recorder of Salt Lake County, Utah on the 25th day of June, 2002, as Entry No. 8274524 in Book 8612 at Pages 7735-7747 of the Official Records (the "Seventh Supplement").

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

Whereas, the Eighth Supplement to the Declaration was recorded in the Office of the County Recorder of Salt Lake County, Utah on the 16th day of January, 2004 as Entry No. 8952438 in Book 8934 at Page(s) 7749-7766 of the Official Records (the "Eighth Supplement").

Whereas, the related Plat Map(s) for Phase IX of the Project has also been recorded in the Office of 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-9" attached hereto and incorporated herein by this reference (the "Phase X 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 X Property a residential planned unit development.

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

Whereas, Declarant desires to correct some inadvertent errors in the 8th Supplement, reconfigure Phase IX, in particular the roads and trails, extend the trail, create trail connectors, add a park and additional open space, and eliminate Lot No. 902.

Whereas, Declarant desires to change the Lot Number of Lot No. 901 to Lot No. 1013.

Whereas, for the other amendments and modifications all of the voting requirements of Article III, Section 27 of the Declaration 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 Ninth 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:

55. **Phase X Map** shall mean and refer to the Plat Map of Phase X of the 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 Ninth Supplement to the Declaration.

56. **Ninth Supplement to the Declaration** shall mean and refer to this Ninth Supplement to the Declaration of Covenants, Conditions and Restrictions, and By-Laws for Ivory Highlands.

Except as otherwise herein provided, the definition of terms contained in the Declaration are incorporated herein by this reference.

2. **Amendments.** The amendments made to the Declaration in the 8th Supplement are deleted in their entirety and the following provisions are substituted in lieu thereof:

a. Article III, Section 5(e)(10) of the Declaration is amended to read as follows:

(10) **Business Use.** No resident may operate a commercial trade or business in or from his Lot with employees of any kind. No commercial trade or business may store any inventory over 250 cubic feet, and it must be contained within the Dwelling Unit. No commercial trade or business may be conducted in or from a Lot or Dwelling Unit unless (a) the business activity conforms to all home occupation and zoning requirements governing the Project; (b) the operator has a city issued business license; (c) the business activity satisfies the Home Occupation Guidelines adopted by the Management Committee¹, as they may be modified from time to time; and (d) the resident has obtained the prior written consent of the Management. Notwithstanding the foregoing, the leasing of a Lot shall not be considered a trade or business within the meaning of this subsection.

b. Article III, Section 5(e)(11) of the Declaration is deleted in its entirety and the following language is substituted in lieu thereof.

(11) Storage and Parking of Vehicles. The driving, parking, standing and storing of motor vehicles in, on or about the Project shall be subject to the following:

a. The parking rules and regulations adopted, amended, modified, changed or repealed by the Management Committee from time to time;

b. Parking of Recreational, Commercial or Oversized Vehicles, i.e., boats, trailers, motor homes, campers, utility trailers, motorcycles, heavy equipment or non-passenger vehicles (e.g., Bobcat), and the like (collectively "RV") are not allowed in the Common Areas or in the streets. RV parking is allowed in the Project only

¹

1. Owner must submit detailed written plans to Management Committee;
2. Owner must provide list of all Owners and residents within 400 feet;
3. Owner must pay application fee;
4. Management Committee must review and approve preliminary plans. If a hearing is required, then hearing must be held within 30 days of application and decision of Management Committee is required within 30 days after hearing;
5. Owner must submit business license, which must be consistent with approved plans;
6. Management Committee must approve business license;
7. Owner must execute and deliver Agreement to Comply; and
8. Owner must do each and every other thing required by Management Committee.

if stored on pads on the Owner's property behind the front line of the house behind a fence or gate.

c. No motor vehicle or trailer may be parked or stationed in such a manner so as to create a potentially dangerous situation or obstacle, or so as to inhibit or block reasonable access to a home, driveway, garage, parking space, driving lane, road or entry;

d. Except for purposes of loading and unloading, no motor vehicle or trailer may be parked or stationed along any street or road, or in front of any sidewalk, walkway, garage, driveway, building or home, or in an unauthorized common area.

e. Residents may only park their motor vehicles within their designated garages, driveways, or other designated common areas. Parking of motor vehicles in the front, side or rear yards is prohibited without the express prior consent of the Management Committee.

f. Residents may not park their motor vehicles in red zones, fire lanes, "guest" or "visitor" parking, or other unauthorized areas.

g. Visitors or guests shall park their motor vehicles in common areas designated for "guest" or "visitor" parking, or with permission, driveways.

h. No Owner or Resident may repair or restore any motor vehicle or trailer of any kind in, on or about any lot or the common area, except for emergency repairs, and then, for a period not to exceed 72 hours, only to enable movement of the vehicle or trailer to a proper repair facility. Damaged or inoperable, unlicensed or unregistered motor vehicles may not be stored so as to be visible to public view.

i. No garage may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonable parked in the garage as originally designed and constructed.

j. All parking areas shall be used solely for the parking and storage of motor vehicles used for personal transportation.

c. Article III, Section 5(e) of the Declaration is amended to add the following new subsections:

(21) Seasonal Decorations. Christmas lights and holiday decorations are allowed; provided they are removed within thirty days after the holiday, weather permitting.

(22) Political and Other Signs. The posting of political signs are allowed no more than thirty days before an election, provided they are removed immediately thereafter. Other signs, pictures, posters, banners and the like are prohibited if visible outside the lot.

(23) Accessory Buildings. Accessory buildings, permanent storage sheds, detached garage structures, conservatories or greenhouses and the like, and workshops must be approved in writing by the Management Committee. No tin or vinyl sheds are allowed. Any such structures constructed or installed without written authorization from the Management Committee shall be considered non-conforming and must be removed immediately upon request and the land restored to its original condition. In addition, Owner's making unauthorized structural alterations to the exterior of their homes will be fined at least \$250.00 for each separate violation. 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. Any and all detached accessory buildings must conform in design and materials with the primary residential Dwelling.

(24) Trash Containers. No garbage, trash, rubbish, refuse, waste, dust, or debris (collectively, "garbage") shall be allowed to accumulate so as to become a nuisance. During the week, all garbage shall be placed into plastic bags or other acceptable receptacles and deposited into designated trash containers, garbage cans or dumpsters. Individual trash containers shall not be placed or stored so as to be visible from outside the lot except on garbage pick-up day. On garbage pick-up days, trash containers may not be left so as to be visible from outside the lot for a period longer than 24 consecutive hours.

d. Article III of the Declaration is amended to add the following section:

46. Conversion. The Declarant shall have the unilateral right, power and authority to relocate non-exclusive easements to facilitate the economy, function and use of utilities, roads, open space, and related common elements throughout the Project, combine lots, change the use of common area, and convert common area to private ownership, or vice-versa, provided the amount of real estate designated for common use, such as common area and open space, is not decreased.

3. **Legal Description.** The real property described in Exhibit A-9 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.

4. **Annexation.** Declarant hereby declares that the Phase X Property shall be annexed to and become subject to the Declaration, which, upon recordation of this Ninth Supplement Declaration, shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-9 subject to the Declaration, as amended, and the functions, powers, rights, duties and jurisdiction of the Association.

5. **Total Number of Lots Revised, Elimination of Lot No. 902 and Renumbering of Lot 901.** As shown on the Phase X Map and pursuant to Article III, Section 46 of the Declaration, as amended, Lot No. 902 is withdrawn, Lot No. 901 is renumbered as Lot 1013, and the road and trail as described in the Phase IX plat are relocated. Phase X adds forty-eight (48) new Lots to the Project, which are or will be constructed and/or created on the Phase X Property, numbered 1001-1049. Phase X also extends the trail and adds trail connectors, a park, and additional open space. The additional Lots are located within a portion of the Additional Land. Upon the recordation of the Phase X Map and this Ninth Supplement to the Declaration, the total number of Lots in the Project will be three hundred seventy-two (372). 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 Phases.

6. **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"). Eighth Revised Exhibit "C" to the Declaration, which set forth the Percentage Interests in the Project through Phase IX, is deleted in its entirety and "Ninth Revised Exhibit "C,"" attached hereto and incorporated herein by this reference, which sets forth the Percentage Interests through Phase X is substituted in lieu thereof.

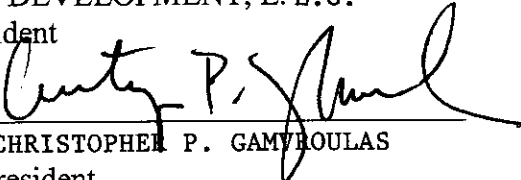
7. **Property Affected.** This document affects the land submitted to the Declaration, as amended, including the real property located in Salt Lake County, Utah described with particularity on Exhibits "A-8" and "A-9," attached hereto and incorporated herein by this reference, and all real property subsequently added to the Project.

8. **Construction.** In the event of any conflict, inconsistency or incongruity between the provisions of this Ninth Supplement to the Declaration and the Declaration, as amended, the former shall in all respects govern and control.

9. **Effective Date.** The effective date of this Ninth Supplement to the Declaration and the Phase X 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.

IN WITNESS WHEREOF, Declarant has executed this instrument the 7th day of July, 2004.

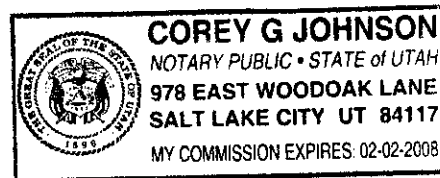
DECLARANT:
IVORY DEVELOPMENT, L.L.C.
Its President

By: 
Name: CHRISTOPHER P. GAMVROULAS
Title: President

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

On the 7th day of July, 2004, personally appeared before me Christopher P Gamvroulas, who by me being duly sworn, did say that he is the President of IVORY DEVELOPMENT, L.C., and that the within and foregoing instrument was signed in behalf of said limited liability company pursuant to its Articles of Organization, and said Christopher P. Gamvroulas further acknowledged to me that IVORY DEVELOPMENT, L.C, executed the same.


Notary Public



JOINDER AND CONSENT

COMES NOW the Ivory Highlands Homeowners Association and joins in and consents to the foregoing Ninth Supplement.

IN WITNESS WHEREOF, the undersigned has executed this instrument the 7th day of July, 2004.

IVORY HIGHLANDS HOMEOWNERS ASSOCIATION

By: *Christopher P. Gramopoulos*
Name: Christopher P. Gramopoulos
Title: President

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

On the 7th day of July, 2004, personally appeared before me Christopher P. Gramopoulos who by me being duly sworn, did say that he is the President of the Ivory Highlands Homeowners Association, and that the within and foregoing instrument was signed in behalf of said Association pursuant to the Declaration, Articles of Incorporation and Resolution of its Board of Trustees, and said Christopher P. Gramopoulos further acknowledged to me that said Association executed the same.

Corey G. Johnson
Notary Public



EXHIBIT "A-9"
LEGAL DESCRIPTION FOR PHASE X

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

Beginning at a point which is South 0°06'35" West 216.57 feet along the section line and South 66°54'00" East 35.85 feet from the Northwest corner of Section 21, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 66°54'00" East 4.34 feet to the Easterly right of way line of 3200 West Street; thence along the right of way line of 3200 West Street the following five (5) courses: North 0°06'35" East 73.27 feet; thence North 30°58'03" East 10.60 feet thence North 0°57'37" East 73.89 feet; thence North 44°46'49" East 42.21 feet; thence North 84°23'50" East 61.41 feet to the Southerly right of way line of 6200 South Street; thence along said Southerly line South 89°56'22" East 786.07 feet; thence South 0°06'35" West 819.90 feet along the Westerly boundary of the Ivory Highlands Phase 8 Subdivision and the extension thereof to a point on the Northerly boundary line of Ivory Highlands Phase 9 Subdivision; thence along said Northerly line the following two courses: South 69°40'06" West 758.60 feet; thence South 18°54'27" East 129.89 feet; thence 156.07 feet along the arc of a 470.00 foot radius curve to the right (chord bears South 80°36'19" West 155.35 feet); thence North 89°53'25" West 50.73 feet; thence 23.56 feet along the arc of a 15.00 foot radius curve to the right (chord bears North 44°53'25" West 21.21 feet); thence North 0°06'35" East 1026.94 feet to the point of beginning.

LESS AND EXCEPTING a portion of property known as "Ivory Highlands Commercial Area" more particularly described as:

Beginning at a point which is South 0 degrees 06'35" West, 216.57 feet and South 66 degrees 54'00" East, 35.85 feet from the Northwest corner of Section 21, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 66 degrees 54'00" East, 4.34; thence North 0 degrees 06'35" East, 73.27 feet; thence North 30 degrees 58'03" East, 10.60 feet; thence North 0 degrees 57'37" East, 73.89 feet; thence North 44 degrees 46'49" East, 42.21 feet; thence North 84 degrees 23'50" East, 61.41 feet; thence South 89 degrees 56'22" East, 693.56 feet; thence 23.56 feet along the arc of a 15.00 foot radius curve to the right (chord bears South 44 degrees 53'25" East, 21.21 feet); thence South 0 degrees 06'35" West, 172.35 feet; thence 48.26 feet along the arc of a 175.00 foot radius curve to the right (chord bears South 8 degrees 00'33" West, 48.10 feet); thence North 89 degrees 56'22" West, 803.28 feet; thence North 0 degrees 06'35" East, 44.40 feet to the point of beginning.

NINTH REVISED EXHIBIT "C"
PERCENTAGE OF OWNERSHIP INTEREST

<u>LOT NO.</u>	<u>PHASE I</u>	<u>PERCENTAGE OF OWNERSHIP INTEREST</u>
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<u>LOT NO.</u>	<u>PHASE VI</u>	<u>PERCENTAGE OF OWNERSHIP INTEREST</u>
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714		0.2688%
715		0.2688%
716		0.2688%
717		0.2688%
718		0.2688%
719		0.2688%
720		0.2688%
721		0.2688%

<u>LOT NO.</u>	<u>PHASE VIII</u>	<u>PERCENTAGE OF OWNERSHIP INTEREST</u>
801		0.2688%
802		0.2688%
803		0.2688%
804		0.2688%
805		0.2688%
806		0.2688%
807		0.2688%
808		0.2688%
809		0.2688%
810		0.2688%
811		0.2688%
812		0.2688%
813		0.2688%
814		0.2688%
815		0.2688%
816		0.2688%
817		0.2688%
818		0.2688%
819		0.2688%
820		0.2688%
821		0.2688%
822		0.2688%
823		0.2688%
824		0.2688%
825		0.2688%
826		0.2688%
827		0.2688%
828		0.2688%
829		0.2688%
830		0.2688%
831		0.2688%

<u>LOT NO.</u>	<u>PHASE VIII</u>	<u>PERCENTAGE OF OWNERSHIP INTEREST</u>
832		0.2688%

<u>LOT NO.</u>	<u>PHASE IX</u>	<u>PERCENTAGE OF OWNERSHIP INTEREST</u>
903		0.2688%
904		0.2688%
905		0.2688%
906		0.2688%
907		0.2688%
908		0.2688%
909		0.2688%
910		0.2688%
911		0.2688%
912		0.2688%
913		0.2688%
914		0.2688%
915		0.2688%
916		0.2688%
917		0.2688%
918		0.2688%
919		0.2688%
920		0.2688%
921		0.2688%
922		0.2688%
923		0.2688%
924		0.2688%
925		0.2688%
926		0.2688%
927		0.2688%
928		0.2688%
929		0.2688%
930		0.2688%
931		0.2688%
932		0.2688%
933		0.2688%
934		0.2688%
935		0.2688%
936		0.2688%
937		0.2688%
938		0.2688%
939		0.2688%

<u>LOT NO.</u>	<u>PHASE IX</u>	<u>PERCENTAGE OF OWNERSHIP INTEREST</u>
940		0.2688%
941		0.2688%
942		0.2688%
943		0.2688%
944		0.2688%
945		0.2688%
946		0.2688%
947		0.2688%
948		0.2688%
449		0.2688%
950		0.2688%
951		0.2688%
952		0.2688%
953		0.2688%

<u>LOT NO.</u>	<u>PHASE X</u>	<u>PERCENTAGE OF OWNERSHIP INTEREST</u>
1001		0.2688%
1002		0.2688%
1003		0.2688%
1004		0.2688%
1005		0.2688%
1006		0.2688%
1007		0.3676%
1008		0.2688%
1009		0.2688%
1010		0.2688%
1011		0.2688%
1012		0.2688%
1013		0.2688%
1014		0.2688%
1015		0.2688%
1016		0.2688%
1017		0.2688%
1018		0.2688%
1019		0.2688%
1020		0.2688%
1021		0.2688%
1022		0.2688%
1023		0.2688%
1024		0.2688%
1025		0.2688%

1026	0.2688%
1027	0.2688%
1028	0.2688%
1029	0.2688%
1030	0.2688%
1031	0.2688%
1032	0.2688%
1033	0.2688%
1034	0.2688%
1035	0.2688%
1036	0.2688%
1037	0.2688%
1038	0.2688%
1039	0.2688%
1040	0.2688%
1041	0.2688%
1042	0.2688%
1043	0.2688%
1044	0.2688%
1045	0.2688%
1046	0.2688%
1047	0.2688%
1048	0.2688%
1049	0.2688%

Total