

WHEN RECORDED RETURN TO:  
 IVORY DEVELOPMENT, L.C.  
 Mark Murdock  
 970 E. Woodoak Lane  
 Salt Lake City, Utah 84117  
 (801) 268-0700

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 01/11/2006 01:43 PM \$80.00  
 Book - 9242 Pg - 6152-6161  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 IVORY DEVELOPMENT LLC  
 970 E WOODOAK LN  
 SLC UT 84117  
 BY: ZJM, DEPUTY - WI 10 P.

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

This Tenth Supplement to the Declaration of Covenants, Conditions and Restrictions for Ivory Highlands is made and executed by IVORY DEVELOPMENT, L.C., 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 (the "Declaration").

Whereas, the Declaration and Plat Maps have also been amended and supplemented from time to time, including the submission of the Phase 10 property.

Whereas, under Article III, Section 34 of the Declaration, Declarant reserved an option to expand the Project in accordance with the Declaration.

Whereas, the Declarant has been granted and the Declarant has reserved for itself and its successors and assigns certain landscaping and drainage easements and rights of way for the installation, maintenance, repair, replacement or expansion of landscaping and drainage features, including by way of illustration but not limitation the drainage, transportation and/or storage of surface waters on, over, under, through and across the Project.

Whereas, the Declarant, in cooperation with Taylorsville City, is designing a revised grading plan for the Phase 10 property in order to improve drainage.

## AMENDMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Lot Owners thereof, Declarant hereby executes this Tenth Supplement to the Declaration of Covenants, Conditions and Restrictions for Ivory Highlands.

1. **Property Affected.** This document affects the Phase 10 property described with particularity on Exhibits "A-9" attached hereto and incorporated herein by this reference, and all real property subsequently added to the Project.

2. **Landscaping and Drainage Easements.** The Declarant has established or will establish on the Phase 10 property a revised grading plan to improve drainage, including but not limited to a one (1') foot to two (2') foot retaining wall, under drain pipes, inlet drains and additional lot grading, most of which will be located along the lot lines in the public utility easement area. In addition to the landscaping and drainage easement requirements expressly set forth heretofore in the Declaration, as supplemented or amended:

2.1 **Duty to Maintain.** Each Lot Owner is obligated to and shall maintain the Master Storm Drain System and Established Drainage Pattern on his property, as supplemented, including but not limited to maintaining any drains inlets broom clean and free of debris or other obstructions. Any debris, grass clippings, leaves and so forth will need to be cleaned out periodically.

2.2 **Right to Access.** The Association, Management Committee or Manager, or their employees, agents or representatives, shall have the right to access each Lot for the purpose of inspecting and evaluating the condition of the Master Storm Drain System, Established Drainage Pattern or drain inlets. Access may occur (a) from time to time during reasonable hours and after reasonable notice to the residents of the Dwelling on the Lot being entered; or (b) for making emergency repairs necessary to prevent damage to common elements or another Lot or Dwelling, provided that a reasonable effort is made to provide notice to the residents prior to entry.

2.3 **Default.** If an Owner fails to properly maintain the Master Storm Drain System, Established Drainage Pattern or drain inlets on his Lot, and fails to cure the default within 10 days after delivery of written notice, then the Association, Management Committee or Manager, or their employees, agents or representatives, may access the Lot in order to provide the necessary maintenance, repair or replacement, at Owner's expense. The charge is the debt of the Owner at the time the expense is incurred and is collectible as such. A bill itemizing the services provided and expenses incurred shall be sent to the Owner and payment shall be required within 30 days. If any Owner fails or refuses to pay the charges when due, the Association may assess a reasonable late fee and default interest, and the amount of the debt shall constitute a lien on the interest of the Owner in the property, and upon recording of notice of lien by the Association, Management Committee or Manager it is a lien upon the Owner's

interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except: (a) tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and (b) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

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

4. **Effective Date.** The effective date of this Tenth Supplement to the Declaration 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 \_\_\_ day of January, 2006.

DECLARANT:  
IVORY DEVELOPMENT, L.L.C.

By: Christopher P. Gamvroulas

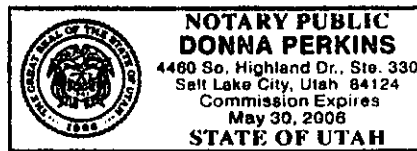
Name: Christopher P. Gamvroulas

Title: President

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

The foregoing instrument was acknowledged before me this 9 day January, 2006 by Christopher P. Gamvroulas, the Manager of Ivory Development, a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said IVORY DEVELOPEMT, LLC. executed the same.

Donna Perkins  
NOTARY PUBLIC  
Residing at: Salt Lake  
My Commission Expires 5/30/06



**EXHIBIT "A-9"**  
**LEGAL DESCRIPTION FOR PHASE 10**

The Land referred to in the foregoing document as the Phase 10 property is located in Salt Lake County, Utah and is described more particularly as follows:

I, RALPH E. GOPP, DO HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER, AND OR LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 144147 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS

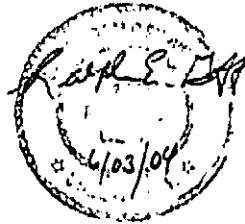
**IVORY HIGHLANDS SUBDIVISION PHASE 10  
AND AMENDING LOT 901 AND LOT 902 AND OPEN SPACE  
OF IVORY HIGHLANDS SUBDIVISION PHASE 9**

AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS MEET THE FRONTAGE, WIDTH, AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCE.

**LEGAL DESCRIPTION**

BEGINNING AT A POINT WHICH IS S0°06'35"W, 216.57 FEET ALONG THE SECTION LINE AND S66°54'00"E, 35.85 FEET FROM THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S88°54'00"E, 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: N0°06'35"E, 73.27 FEET; THENCE N30°58'03"E, 10.80 FEET; THENCE N0°57'37"E, 73.89 FEET; THENCE N44°48'49"E, 42.21 FEET; THENCE N84°23'50"E, 61.41 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 6200 SOUTH STREET; THENCE ALONG SAID SOUTHERLY LINE S89°56'22"E, 786.07 FEET; THENCE S0°06'35"W, 818.90 FEET ALONG THE WESTERLY BOUNDARY OF THE IVORY HIGHLANDS PHASE 9 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: S80°40'06"W, 736.60 FEET; THENCE S16°34'27"E, 120.89 FEET; THENCE 136.07 FEET ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S80°36'19"W, 133.35 FEET); THENCE N89°53'25"W, 50.73 FEET; THENCE 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N44°53'25"W, 21.21 FEET); THENCE N0°06'35"E, 1026.94 FEET TO THE POINT OF BEGINNING.

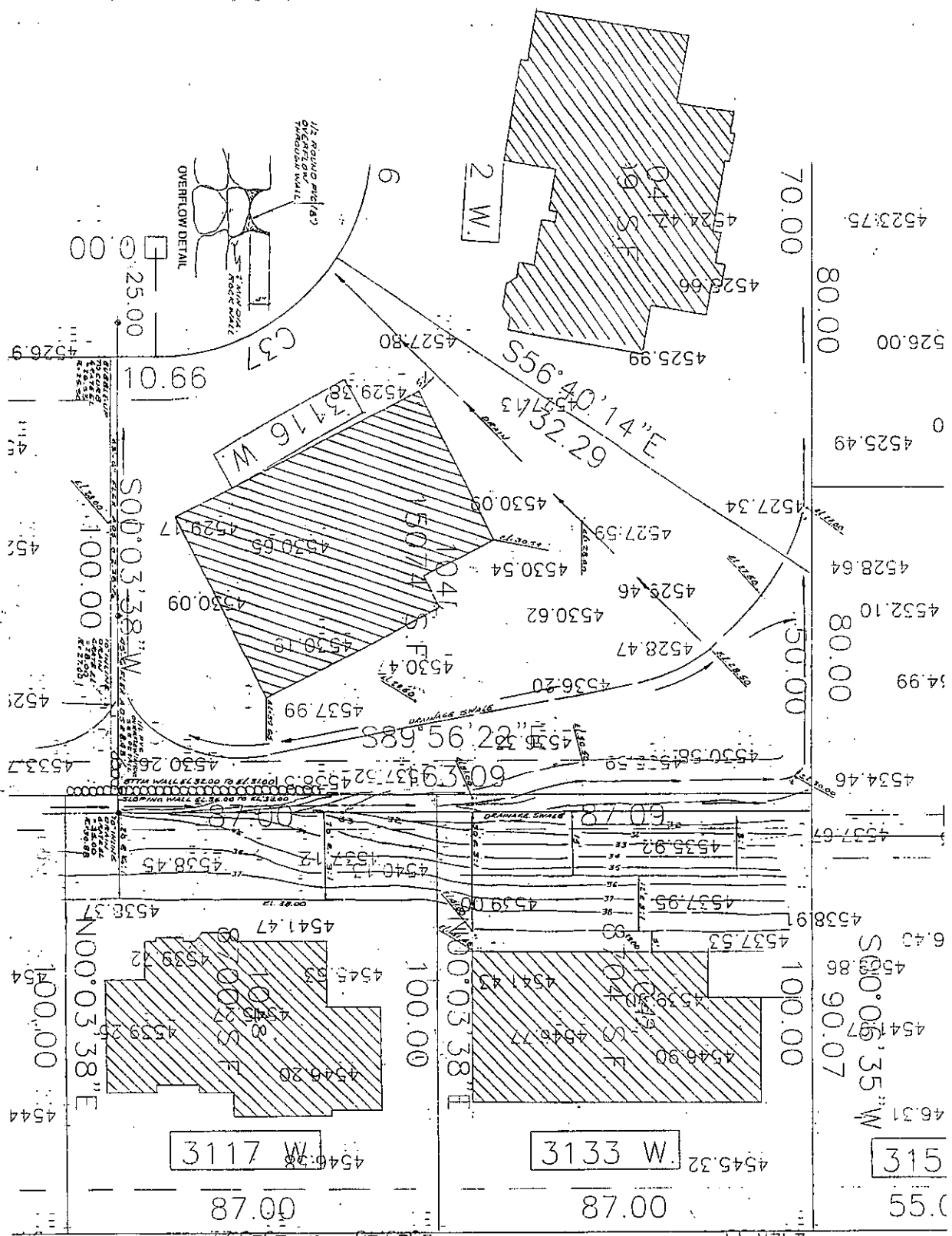
CONTAINS: 20.5337 ACRES - 40 RESIDENTIAL LOTS, ONE PARK, AND COMMERCIAL AREA



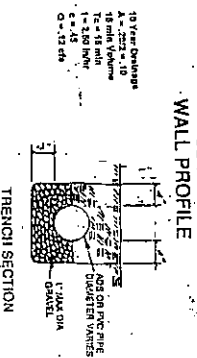
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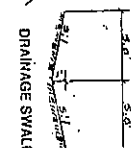
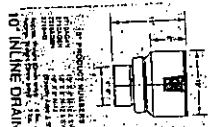
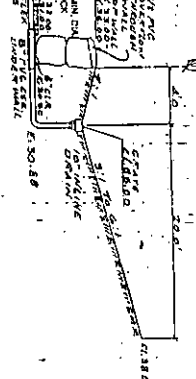




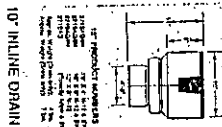
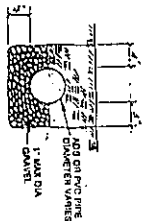
**RALPH GORF AND ASSOCIATES**  
 CONSULTING ENGINEERS  
 110 EAST WHE STREET - HUNTERV, ILL 6107  
 (309) 282-0733



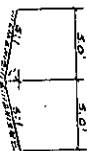
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 WALL PROFILE



TRENCH SECTION

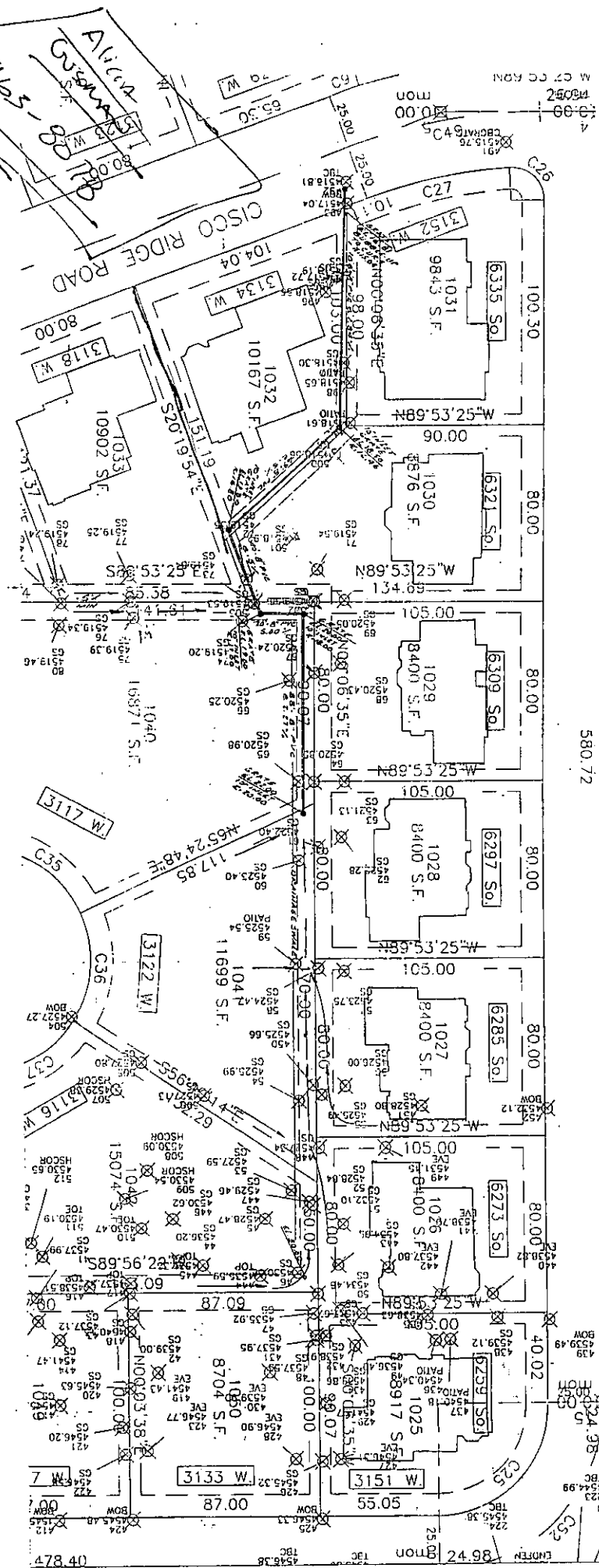


DRAINAGE SWALE



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110 EAST VINE STREET - HONOLULU, HAWAII 96813  
(808) 202-0733



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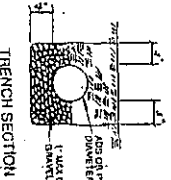
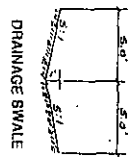
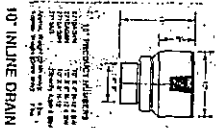
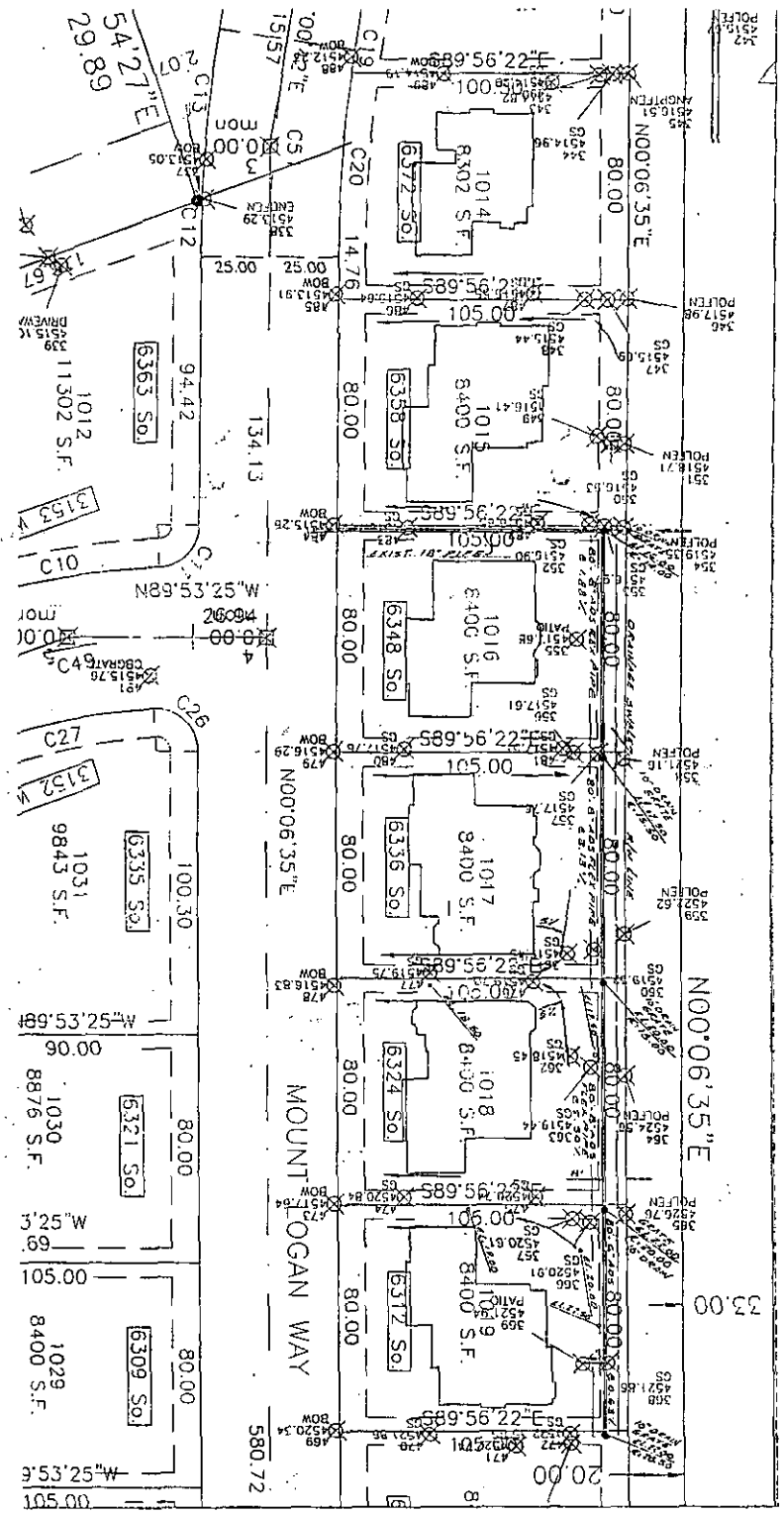
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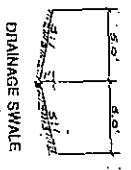
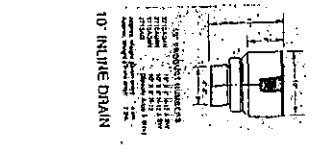
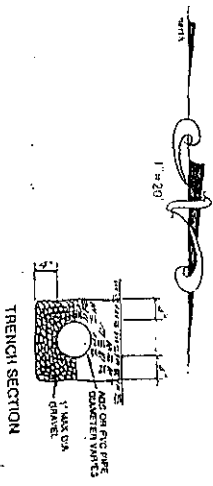
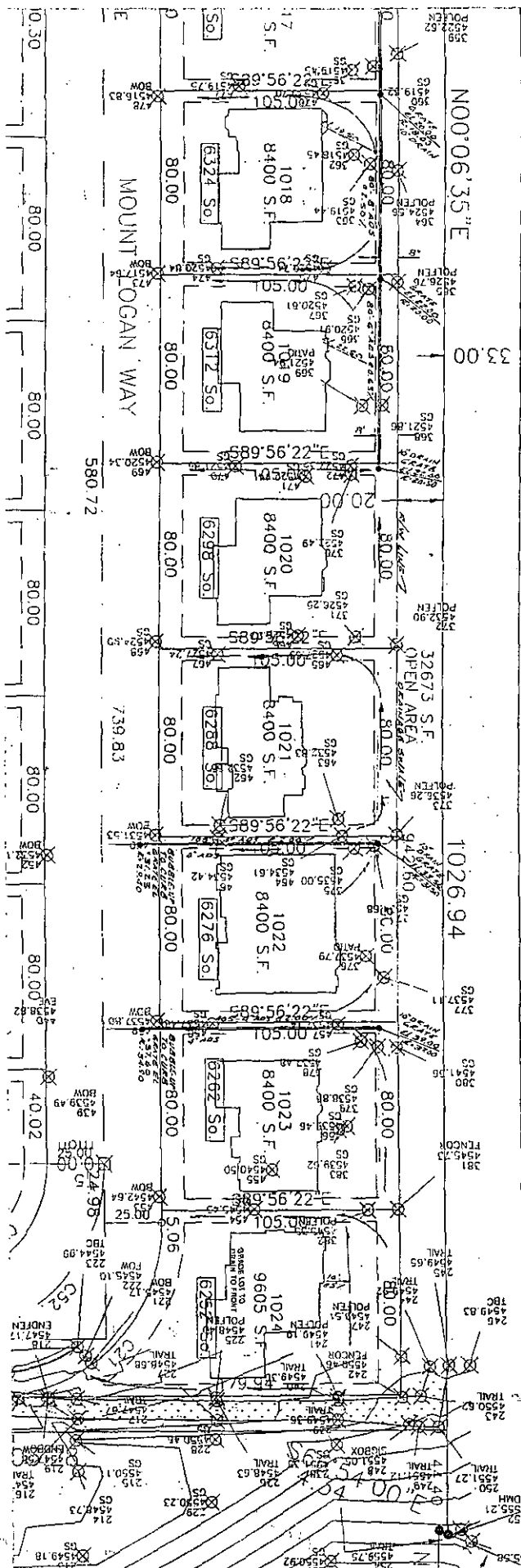




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MON. (CALC.) 3200 WEST STREET



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