

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

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
IVORY DEVELOPMENT
978 WOODOAK LN
SLC UT 84117
BY: ELF, DEPUTY - WI 7 P.

7-12

**FIFTH SUPPLEMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS
FOR IVORY CROSSING,
A Utah Planned Unit Development**

This FIFTH Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase 5, a Utah Planned Unit Development, 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 Phase 1, a planned residential development, 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 (the "Declaration").

Whereas, the related Plat Map for Phase 1 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 of Protective Covenants for Ivory Crossing Phase 2, a planned residential development, 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 (the "First Supplement").

Whereas, the related Plat Map for Phase 2 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 of Protective Covenants for Ivory Crossing Phase 3, a planned residential development, 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 (the "Second Supplement").

Whereas, the related Plat Map for Phase 3 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 of Protective Covenants for Ivory Crossing Phase 4, a planned residential development, 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 (the "Third Supplement").

Whereas, the related Plat Map for Phase 4 of the Project has also been recorded in the office of the County Recorder of Salt Lake County, Utah.

Whereas, the First Amendment to the Declaration of Protective Covenants for Ivory Crossing, a planned residential development, was recorded in the office of the County Recorder of Salt Lake County, Utah on December 15, 2006 as Entry No. 9941694 in Book 9395 at Pages 2703-2713 of the Official Records (the "First Amendment").

Whereas, the Fourth Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase 5, a planned residential development, was recorded in the office of the County Recorder of Salt Lake County, Utah on May 22, 2007 as Entry No. 10107327 in Book 9467 at Pages 1886-1892 of the Official Records (the "Third Supplement").

Whereas, the related Plat Map for Phase 5 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 the unilateral right to expand the planned residential development to annex additional land and expand the application of 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" attached hereto and incorporated herein by this reference (the "Phase 6 Property").

Whereas, Declarant desires to expand the planned residential development by creating on the Phase 6 Property additional Lots and other improvements of a less significant nature.

Whereas, Declarant now intends that the Phase 6 Property shall become subject to the Declaration.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the planned residential development and the Lot Owners thereof, Declarant hereby executes this FIFTH Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase 5.

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

- a. **Phase 6 Map** shall mean and refer to the Plat Map of Phase 6 of the Project, prepared and certified to by Brad Llewelyn, a duly registered Utah Land Surveyor holding Certificate No. 4938735, and filed for record in the Office of the County Recorder of Salt Lake County, Utah concurrently with the filing of this Fifth Supplemental Declaration.
- b. **Fifth Supplemental Declaration** shall mean and refer to this Fifth Supplement to the Declaration of Protective Covenants for Ivory Crossing Phase 6.
- c. **Subdivision** shall mean and refer to Ivory Crossing Phases 1, 2, 3, 4, 5 and 6.

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" 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 6 Property shall be annexed to and become subject to the Declaration, which, upon recordation of this Forth Supplemental Declaration, shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit "A" subject to this Declaration and the functions, powers, rights, duties and jurisdiction of the ARC.

4. **Description of Property and Total Number of Units Revised.** As shown on the Phase 6 map, thirteen (13) new residential lots, Numbers 601-613, are or will be constructed and/or created in the Project on the Phase VI property. Upon the recordation of the Phase 6 Map and this Fifth Supplemental Declaration, the total number of residential Lots in the Project will be 267. 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. **Incorporation of Original Declaration as Supplemented and Amended.** It is expressly agreed by the parties that this document is supplemental to the Declaration, First Supplement, Second Supplement, Third Supplement, First Amendment, and Fourth Supplement which are by reference made a part hereof, and all of the terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to the Phase 6 Property and are made a part of this document as though they were expressly rewritten, incorporated and included herein.

6. **Street Trees.** Landscaping shall include the planting of trees by the homeowner in accordance with the Street Tree Planting Plan, a copy of which is attached hereto, marked Exhibit "B" and incorporated herein by this reference.

7. **South Jordan City.** South Jordan City shall have the right, but not the duty, to require, and if necessary, perform, at the Association's expense, landscaping, maintenance, and snow removal within the common areas if the Association fails adequately to perform such. In the event South Jordan City exercises this right, the City shall be entitled to recover any associated costs and attorney fees. In addition, the owners within this project, by virtue of purchasing a dwelling unit within this development, give South Jordan City the right, but not the duty to form, under State statutes, a Special Service District (SSD) for the purpose of ongoing maintenance or a Special Improvement District (SID) for the purpose of making needed improvements within the project. The City may take this action when either asked to take over improvements or maintenance tasks by the Home Owners Association, or by an owner. The City Council may also take one or both of these actions when it determines the need based on a historical pattern of a lack of care and maintenance. The Governing Body of any such district formed, as stated in this paragraph, shall consist of the South Jordan City Mayor, City Council and the Home Owners Association President of the project. This section shall not be amended or deleted without the approval of the City of South Jordan.

8. **Conflict.** In the event of any conflict, inconsistency or incongruity between the provisions of the Declaration, as supplemented or amended, and the Fifth Supplement, the latter shall in all respects govern and control:

9. **Effective Date.** The effective date of this Fifth Supplemental Declaration and the Phase 6 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 11 day of March, 2011.

DEVELOPER:
IVORY DEVELOPMENT, LLC.

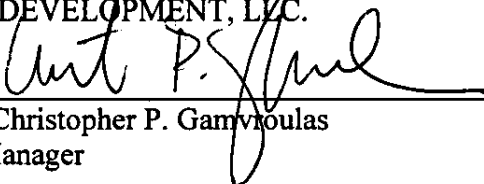
By: 
Name: Christopher P. Gamvroulas
Title: Manager

EXHIBIT "A"
LEGAL DESCRIPTION

The Property referred to in the foregoing document as the Ivory Crossing Phase 6 Property is located in Salt Lake County, Utah and is described more particularly as follows:

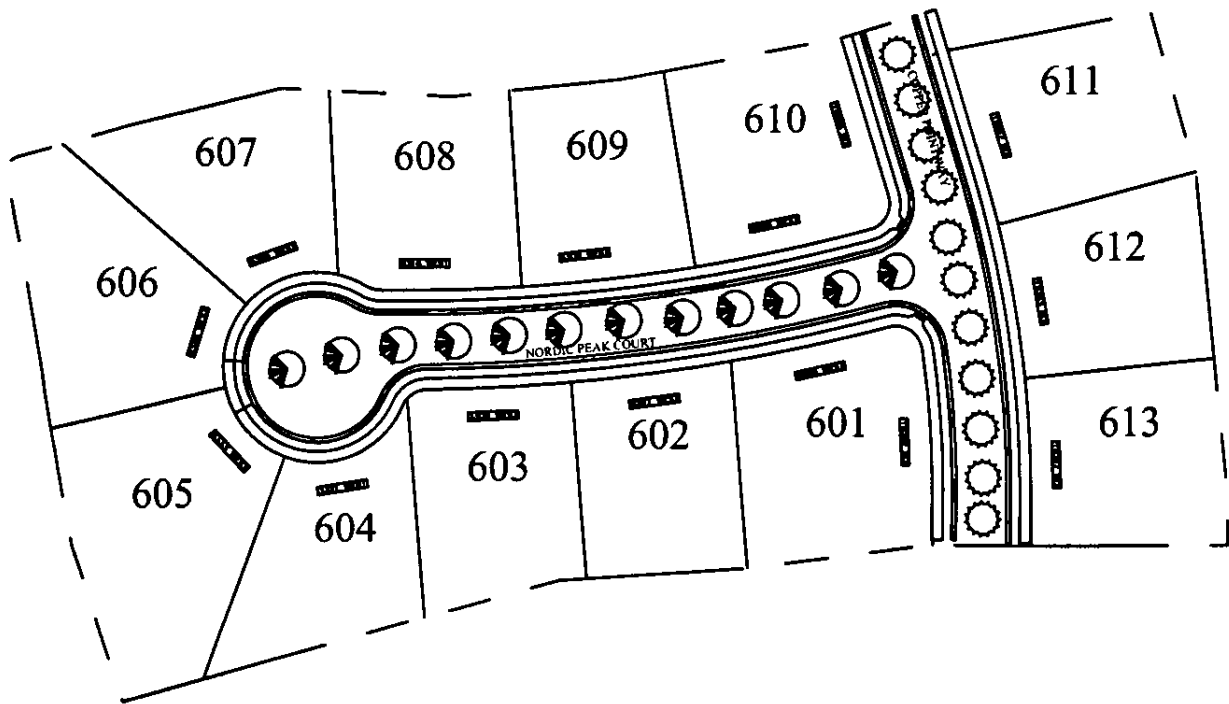
LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN

BEGINNING AT THE NORTHEAST CORNER OF LOT 528 OF IVORY CROSSING NO. 5 P.U.D. AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY #10095134, BOOK 2007P, PAGE 190, SAID POINT ALSO BEING NORTH 89°57'38" WEST, 2641.88 FEET AND NORTH 00°00'21" EAST, 1925.55 FEET AND NORTH 89°59'39" WEST, 134.07 FEET FROM THE CENTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG THE NORTH BOUNDARY OF SAID P.U.D. THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 89°44'28" WEST, 110.00'; 2) NORTH 89°21'11" WEST, 55.01 FEET; 3) SOUTH 82°49'04" WEST, 106.90 FEET; 4) SOUTH 86°20'14" WEST, 103.00 FEET TO THE NORTHWEST CORNER OF LOT 526 OF SAID P.U.D.; THENCE SOUTH 74°19'17" WEST, 253.29 FEET; THENCE NORTH 17°59'26" WEST, 92.30 FEET; THENCE NORTH 09°51'13" WEST, 215.22 FEET; THENCE NORTH 56°51'14" EAST, 7.12 FEET; THENCE NORTH 74°00'39" EAST, 67.42 FEET, THENCE NORTH 76°19'22" EAST, 86.00 FEET; THENCE SOUTH 87°13'52" EAST, 95.00 FEET; THENCE NORTH 84°17'11" EAST, 95.00 FEET; THENCE NORTH 79°14'14" EAST, 125.57 FEET; THENCE NORTH 73°28'34" EAST, 55.00 FEET; THENCE SOUTH 16°31'26" EAST, 23.49 FEET; THENCE NORTH 79°13'58" EAST, 115.73 FEET; THENCE SOUTH 15°32'04" EAST, 93.69 FEET; THENCE SOUTH 05°40'38" EAST, 178.08 FEET TO THE NORTH WEST CORNER OF LOT 529 OF SAID P.U.D.; THENCE SOUTH 00°15'32" EAST, 29.96 FEET ALONG THE WEST LOT LINE OF SAID LOT 529 TO THE POINT OF BEGINNING.

CONTAINS: 13 LOTS ON 188,884 SQFT OR 4.336 ACRES MORE OR LESS

Exhibit B

IVORY HOMES AT IVORY CROSSING PHASE 6 South Jordan, Utah



Key	Botanical Name	Common Name	Size	Notes
A	<i>Pyrus Calleryana</i> 'Chanticleer'	Chanticleer Flowering Pear	2" Caliper	Plant at 40' O.C.
B	<i>Fraxinus p.</i> 'Marshall's Seedless'	Marshall's Seedless Ash	2" Caliper	Plant at 40' O.C.

Notes:

1-Street trees on interior streets are indicated to be planted at 40 feet on center. Adjustments in the location (or possibly the elimination) of trees may be required to accommodate driveways, curb cuts, and utilities when they conflict with this spacing.

Contact HOA Manager to resolve any questions.