

WHEN RECORDED MAIL TO:

Ivory Development, LLC  
978 East Woodoak Lane  
Salt Lake City, Utah 84117

12370853  
9/22/2016 10:45:00 AM \$50.00  
Book - 10478 Pg - 8705-8709  
Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 5 P.

**Amendment to Declaration of Covenants, Conditions and Restrictions  
and Reservation of Easements and Bylaws for Palisade Acres, an  
expandable project**

In Reference to Tax ID Number(s):

33-05-401-002, 33-05-401-003, 33-05-401-004, 33-05-401-005, 33-05-401-006, 33-05-401-007,  
33-05-401-008, 33-05-401-009, 33-05-401-010, 33-05-401-011, 33-05-401-012, 33-05-401-013,  
33-05-401-014, 33-05-427-008, 33-05-427-007, 33-05-427-006, 33-05-427-005, 33-05-427-004,  
33-05-427-003, 33-05-427-002, 33-05-427-001, 33-05-402-009, 33-05-402-010, 33-05-402-011,  
33-05-402-012, 33-05-402-008, 33-05-402-007, 33-05-402-006, 33-05-402-005, 33-05-402-004,  
33-05-402-003, 33-05-402-002 and 33-05-402-001

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS, AND RESERVATION OF EASEMENTS, AND BYLAWS  
FOR  
PALISADE ACRES, an expandable project**

This Amendment to Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Palisade Acres an expandable project (the "Declaration") is made and executed by Ivory Development, LLC, of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Declarant").

**RECITALS**

SALT  
LAKE  
A. The Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Palisade Acres, was recorded in the office of the County Recorder of ~~Utah~~ County, Utah on JUNE 10, 2014 as Entry No. 11903100 in Book 10237 at Page(s) 523 of the official records (the "Declaration").

B. The Declarant is the owner or managing agent of the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. The Property is subject to the Declaration.

D. All of the voting requirements to amend the Declaration have been satisfied.

NOW, THEREFORE, for the reasons recited above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby amends the Declaration as follows:

1. Section 8, entitled "Designs, Plans and Specifications," Subsection (c)(13) is hereby deleted in its entirety and the following language is substituted in lieu thereof:

**13) All Lots shall install a 3-rail wood fence with grey colored Cabots bleaching oil or equivalent in the front yard located fifteen (15) feet behind the sidewalk. Small brick columns are encouraged to be installed at sixty (60) foot intervals. Only 3-rail fencing is allowed to be installed in the front yard of the home. No fence or similar structure shall be placed in any side or rear yard in excess of six (6) feet. Vinyl fencing is allowed without**

**additional approval required. Wood, masonry, black vinyl coated chain link, and wrought iron fencing may be allowed with the express prior written consent of the ARC, although approval may be denied. If there is a dispute as to what constitutes the front, side or rear yards, or whether a variance has been granted, the decision of the ARC shall be final, binding and conclusive. Anything to the contrary notwithstanding, Owners are solely and exclusively responsible for the cost of maintaining, repairing and replacing the fence in accordance with the standards for aesthetics and construction established by the ARC.**

2. The preface to subsection 13 (d) of the Bylaws, entitled "Budget" is hereby deleted in its entirety and the following language is substituted in lieu thereof:

**(d) Budget. At least thirty (30) days prior to the date of the beginning of the fiscal year of the Association, the Board of Directors shall prepare and deliver to the Owners a proposed Budget which:**

3. In the event of any conflict, incongruity or inconsistency between the provisions of the Declaration and this Amendment, the latter shall in all respects govern and control.

4. It is expressly agreed by the undersigned that this Amendment is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment and are made a part of this Amendment as though they were expressly rewritten and included herein.

5. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 17 day of August, 2016.

DECLARANT:

IVORY DEVELOPMENT, LLC

By: 

Name: Christopher P. Gamvroulas

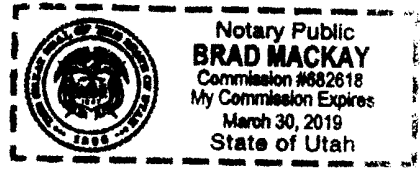
Title: President

**ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  SS:  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 17 day of August, 2016 by Christopher P. Gamvroulas, as 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.

  
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NOTARY PUBLIC



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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

A portion of the SE1/4 of Section 5, Township 4 South, Range 1 West, Salt Lake Base & Meridian, located in Bluffdale, Utah, more particularly described as follows:

Beginning at a point on the southerly line of 13800 South Street located N89°53'31"E along the ¼ Section line 304.63 feet and South 33.00 feet from the Center ¼ Corner of Section 5, T4S, R1W, S.L.B.& M.; thence N89°53'31"E parallel with, and 33.00 feet southerly of the ¼ Section line 1,156.12 feet; thence S30°12'31"E along the westerly bank of the Utah Lake Distribution Canal 1,497.06 feet to the north line of the South ½ of the SE1/4 of said Section 5; thence S89°53'38"W along the 40 acre (1/16<sup>th</sup> Section line) 1,246.82 feet; thence N34°45'43"W 791.76 feet; thence N23°41'28"W 417.99 feet; thence S89°58'09"W 42.45 feet; thence N0°09'22"W 260.69 feet to the point of beginning.

Contains: 37.92+/- acres