

lots 1 to 27 Chrissam Meadows #1  
lots 28 to 54 Chrissam Meadows #2  
all Chrissam Meadows #3

6/2/03

WHEN RECORDED RETURN TO:

Gary M. Wright  
IVORY HOMES  
1544 North Woodland Park Drive  
Suite 300  
Layton, Utah 84041

E 1842631 B 3247 P 573  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2003 MAR 14 12:18 PM FEE 66.00 DEP MEC  
REC'D FOR IVORY HOMES

12-490-0055 to 0097  
12-407-0001 to 0027

SECOND SUPPLEMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF  
CHRISSAM MEADOWS NO. 3 SUBDIVISION

This Second Supplement to the Declaration of Covenants, Conditions, & Restrictions For ChrisSam Meadows No. 3 Subdivision is made and executed by Ivory North, a Utah joint venture, of 1544 North Woodland Park Drive, Suite 300, Layton, Utah 84041 (the "Declarant").

RECITALS

Whereas, The Original Declaration Of Covenants, Conditions & Restrictions For ChrisSam Meadows No. 3 Subdivision was recorded in the office of the County Recorder of Davis County, Utah on the 8<sup>th</sup> day of September, 2000 as Entry No 1612348 in Book 2689 at Page 937 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 Davis County, Utah.

Whereas, the First Supplement to the Declaration of Covenants, Conditions & Restrictions for ChrisSam Meadows No. 2 Subdivision was recorded in the office of the County Recorder of Davis County, Utah on the 12<sup>th</sup> day of December, 2001 as Entry No. 1711534 in Book 2943 at Page 594 of the Official Records (the "Declaration").

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

Whereas, under Section 3 of the Declaration, Declarant reserved an option to expand the Project and annex additional real property.

Whereas, under the provisions of the Declaration, Declarant expressly reserved the absolute right to add to the Subdivision additional land at any time and in any order, without limitation.

Whereas, Declarant is the fee simple owner of record of that certain real property located in Davis County, Utah and described with particularity on Exhibit "A-3" attached hereto and incorporated herein by this reference (the "Phase III Property").

Whereas, Declarant desires to expand the Project by creating on the Phase III Property a new phase in the subdivision.

Whereas, Declarant now intends that the Phase III Property shall become subject to the Declaration and the following protective covenants:

Whereas, this affects the real property located in Davis County, Utah described with particularity on Exhibits A-3 and Amended Exhibit C attached

### AGREEMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, Declarant hereby executes this Second Supplement to the Declaration of Covenants, Conditions & Restrictions for ChrisSam Meadows No. 3 Subdivision.

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

a. Second Supplement to the Declaration shall mean and refer to this Second Supplement to the Declaration of Covenants, Conditions & Restrictions for ChrisSam Meadows No. 3 Subdivision .

b. Second Supplemental Map or Phase III Map shall mean and refer to the Supplemental Plat Map of Phase III of the Project, prepared and certified to by Gary L. Newman, a duly registered Utah Land Surveyor holding Certificate No. 4778, and filed for record in the Office of the County Recorder of Davis County, Utah prior to or concurrently with the filing of this Second Supplement to the Declaration.

c. Phase III shall mean and refer to ChrisSam Meadows No. 3, as shown on the Second Supplemental Map.

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-3 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 said Declaration, as it may be supplemented from time to time.

3. Annexation. Declarant hereby declares that the Phase III Property shall be annexed to and become subject to the Declaration, which upon recordation of this Second Supplement to the Declaration shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-3 subject to the functions, powers, rights, duties, and jurisdiction of the Association.

4. Total Number of Lots Revised. As shown on the Phase III Map, forty-three (43) additional Lots are or will be created in the Project on the Phase III Property. The additional Lots are located within a portion of the additional land. Upon the recordation of the Phase III Map and this Second Supplement to the Declaration, the total number of Lots in the Project will be ninety-seven (97). The additional Lots are substantially similar in construction, design, and quality to the Lots in the prior Phase.

5. Percentage Interest Revised. Pursuant to the Declaration, Declarant is required with the addition of Lots to reallocate the undivided percentages of ownership interest in the Project. Amended Exhibit "C," which sets forth the percentages of undivided ownership interests, is attached hereto and incorporated herein by this reference.

6. Conflict. In the event of any conflict, inconsistency, or incongruity between the provisions of this Supplement to the Declaration and the provisions of the Declaration, the former shall in all instances control.

7. Severability. Any provision in this contract, or part thereof, prohibited by the laws of the State of Utah, shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this document.

8. Effective Date. The effective date of this Second Supplement to the Declaration and the Phase III Map shall be the date on which said instruments are filed for record in the Office of the County Recorder of Davis County, Utah.

EXECUTED the 14th day of March, 2003.

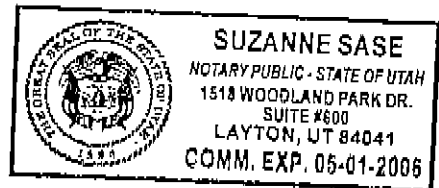
DECLARANT:  
IVORY NORTH, a joint venture  
BY: GMW DEVELOPMENT, INC., Partner

By:   
Title: Gary M. Wright, President

STATE OF UTAH )  
 )ss.  
COUNTY OF DAVIS )

On the 14th day of March, 2003, personally appeared before me Gary M. Wright, who by me being duly sworn, did say that he is the President of GMW DEVELOPMENT, INC., a Utah corporation, and that GMW DEVELOPMENT, INC. is a Partner of IVORY NORTH, a joint venture, and that the within and foregoing instrument was signed in behalf of said IVORY NORTH pursuant to the joint venture agreement and by authority of a resolution of the joint venturers, and said Gary W. Wright, duly acknowledged to me that IVORY NORTH executed the same.

  
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NOTARY PUBLIC  
Residing At: LAYTON, UT



## Exhibit "A-3"

**PHASE III  
CHRISSAM MEADOWS NO. 3  
LEGAL DESCRIPTION**

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

**BOUNDARY DESCRIPTION**

A part of the Northwest Quarter of Section 13, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Southeast corner of said Quarter Section; running thence North  $89^{\circ}49'48''$  West 662.50 feet along the North boundary lines of Windsor Meadows Phase 13 and 15, Subdivision in Layton City, Davis County, Utah and the South line of said Quarter Section; thence North  $0^{\circ}13'00''$  East 868.94 feet to the Southwest corner of lot 35, ChrisSam Meadows No.2, a Subdivision in Clearfield City, Davis County, Utah; thence five (5) courses along the South Boundary of said ChrisSam Meadows No. 2 as follows: South  $89^{\circ}52'40''$  East 116.25 feet; South  $89^{\circ}19'16''$  East 60.00 feet; South  $89^{\circ}58'16''$  East 270.43 feet; North  $0^{\circ}09'44''$  East 20.52 feet and South  $89^{\circ}34'14''$  East 215.00 feet to the West boundary of Major Meadows No. 4, a Subdivision in Clearfield City, Davis County, Utah; thence South  $0^{\circ}09'44''$  West 888.98 feet along said West boundary and along the West boundary of Major Meadows No. 5 and No. 8, Subdivisions in Clearfield City, Davis County, Utah and the East line of said Quarter Section to the point of beginning.

Contains 13.309 Acres

**AMENDED EXHIBIT "C"**  
**PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST**

<u>Phase</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Percentage of Ownership Interest</u>
1	1	12-407-0001	1.0309%
1	2	12-407-0002	1.0309%
1	3	12-407-0003	1.0309%
1	4	12-407-0004	1.0309%
1	5	12-407-0005	1.0309%
1	6	12-407-0006	1.0309%
1	7	12-407-0007	1.0309%
1	8	12-407-0008	1.0309%
1	9	12-407-0009	1.0309%
1	10	12-407-0010	1.0309%
1	11	12-407-0011	1.0309%
1	12	12-407-0012	1.0309%
1	13	12-407-0013	1.0309%
1	14	12-407-0014	1.0309%
1	15	12-407-0015	1.0309%
1	16	12-407-0016	1.0309%
1	17	12-407-0017	1.0309%
1	18	12-407-0018	1.0309%
1	19	12-407-0019	1.0309%
1	20	12-407-0020	1.0309%
1	21	12-407-0021	1.0309%
1	22	12-407-0022	1.0309%
1	23	12-407-0023	1.0309%
1	24	12-407-0024	1.0309%
1	25	12-407-0025	1.0309%
1	26	12-407-0026	1.0309%
1	27	12-407-0027	1.0309%
2	28	12-426-0028	1.0309%
2	29	12-426-0029	1.0309%
2	30	12-426-0030	1.0309%
2	31	12-426-0031	1.0309%
2	32	12-426-0032	1.0309%
2	33	12-426-0033	1.0309%
2	34	12-426-0034	1.0309%
2	35	12-426-0035	1.0309%
2	36	12-426-0036	1.0309%
2	37	12-426-0037	1.0309%
2	38	12-426-0038	1.0309%
2	39	12-426-0039	1.0309%
2	40	12-426-0040	1.0309%

<u>Phase</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Percentage of Ownership Interest</u>
2	41	12-426-0041	1.0309%
2	42	12-426-0042	1.0309%
2	43	12-426-0043	1.0309%
2	44	12-426-0044	1.0309%
2	45	12-426-0045	1.0309%
2	46	12-426-0046	1.0309%
2	47	12-426-0047	1.0309%
2	48	12-426-0048	1.0309%
2	49	12-426-0049	1.0309%
2	50	12-426-0050	1.0309%
2	51	12-426-0051	1.0309%
2	52	12-426-0052	1.0309%
2	53	12-426-0053	1.0309%
2	54	12-426-0054	1.0309%
3	55	12-407-0055	1.0309%
3	56	12-407-0056	1.0309%
3	57	12-407-0057	1.0309%
3	58	12-407-0058	1.0309%
3	59	12-407-0059	1.0309%
3	60	12-407-0060	1.0309%
3	61	12-407-0061	1.0309%
3	62	12-407-0062	1.0309%
3	63	12-407-0063	1.0309%
3	64	12-407-0064	1.0309%
3	65	12-407-0065	1.0309%
3	66	12-407-0066	1.0309%
3	67	12-407-0067	1.0309%
3	68	12-407-0068	1.0309%
3	69	12-407-0069	1.0309%
3	70	12-407-0070	1.0309%
3	71	12-407-0071	1.0309%
3	72	12-407-0072	1.0309%
3	73	12-407-0073	1.0309%
3	74	12-407-0074	1.0309%
3	75	12-407-0075	1.0309%
3	76	12-407-0076	1.0309%
3	77	12-407-0077	1.0309%
3	78	12-426-0078	1.0309%
3	79	12-426-0079	1.0309%
3	80	12-426-0080	1.0309%
3	81	12-426-0081	1.0309%
3	82	12-426-0082	1.0309%
3	83	12-426-0083	1.0309%

<u>Phase</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Percentage of Ownership Interest</u>
3	84	<sup>407</sup> 12-426-0084	1.0309%
3	85	12-426-0085	1.0309%
3	86	12-426-0086	1.0309%
3	87	12-426-0087	1.0309%
3	88	12-426-0088	1.0309%
3	89	12-426-0089	1.0309%
3	90	12-426-0090	1.0309%
3	91	12-426-0091	1.0309%
3	92	12-426-0092	1.0309%
3	93	12-426-0093	1.0309%
3	94	12-426-0094	1.0309%
3	95	12-426-0095	1.0309%
3	96	12-426-0096	1.0309%
3	97	12-426-0097	1.0309%

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