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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
IVORY HOMES
978 WOODOAK LN
SLC UT 84117
BY: ZJM, DEPUTY - WT 18 p.

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WHEN RECORDED RETURN TO:
IVORY HOMES, Ltd.
978 E. Woodoak Lane
Salt Lake City, Utah 84117
(801) 268-0700

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

This EIGHTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for IVORY HIGHLANDS is made and executed by IVORY HOMES, Ltd., a Utah limited partnership, 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. 7595389 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, 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-8" attached hereto and incorporated herein by this reference (the "Phase IX 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 IX Property a residential planned unit development.

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

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 EIGHTH 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 IX Map** shall mean and refer to the Plat Map of Phase IX 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 Eighth Supplement to the Declaration.

56. **Eighth Supplement to the Declaration** shall mean and refer to this Eighth 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 following amendments are made to the Declaration:

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 Committee, 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. Unless otherwise determined by the Management Committee in its sole discretion, all recreational, commercial and oversized Vehicles must be parked outside the Project, except for purposes of loading and unloading not to exceed 24 hours in any 7-day period;

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) Religious and Holiday Displays. The rights of owners and residents to display religious and holiday signs, symbols, and decorations on their Lots of the kinds normally displayed in residences located in single family residential neighborhoods shall not be abridged, except that the Management Committee may adopt time, place, and manner restrictions regulating displays which are visible from outside the lot.

(22) Political and Other Signs. The posting of signs of any kind, including posters, circulars, campaign signs, political signs, and bills, except those required by law or as authorized in writing by the Management Committee, is prohibited if visible outside the lot.

(23) Accessory Buildings. Accessory buildings, permanent storage sheds, detached garage structures, conservatories or greenhouses and the like, workshops may be allowed by the Management Committee. No tin sheds are allowed. 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-8 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 IX Property shall be annexed to and become subject to the Declaration, which, upon recordation of this Eighth Supplement Declaration, shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-8 subject to the Declaration, as amended, and the functions, powers, rights, duties and jurisdiction of the Association.

5. **Total Number of Lots Revised.** As shown on the Phase IX Map, fifty-three (53) new Lots are or will be constructed and/or created in the Project on the Phase IX Property, numbered 901-953. The additional Lots are located within a portion of the Additional Land. Upon the recordation of the Phase VIII Map and this Eighth Supplement to the Declaration, the total number of Lots in the Project will be three hundred twenty-five (325). 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"). Seventh Revised Exhibit "C" to the Declaration, which set forth the Percentage Interests in the Project through Phase VIII, is deleted in its entirety and "Eighth Revised Exhibit "C,"" attached hereto and incorporated herein by this reference, which sets forth the Percentage Interests through Phase IX 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 Exhibit "A-8," 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 Eighth 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 Eighth Supplement to the Declaration and the Phase IX 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.

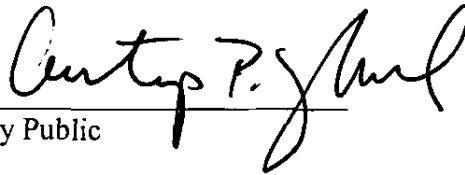
IN WITNESS WHEREOF, Declarant has executed this instrument the ___ day of January, 2004.

DECLARANT:
IVORY HOMES, Ltd.
VALUE, L.C.
Its General Partner

By: 
Name: Clark D. Ivory
Title: Manager

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

On the 15 day of January, 2004, personally appeared before me Clark D. Ivory, who by me being duly sworn, did say that he is the Manager of VALUE, L.C., the General Partner of IVORY HOMES, Ltd., and that the within and foregoing instrument was signed in behalf of said limited partnership pursuant to its Partnership Agreement, and said Clark D. Ivory further acknowledged to me that IVORY HOMES, Ltd, executed the same.



Notary Public

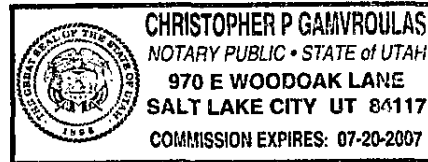


EXHIBIT "A-8"
LEGAL DESCRIPTION

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

BOUNDARY DESCRIPTION

Beginning at a point on the North line of Ivory Highlands Phase 2, according to the official plat thereof and a point on the West line of Ivory Highlands Phase 7, according to the official plat thereof, said point lies North 00°00'46" West 623.73 feet along the quarter section line and West 1868.75 feet from the Center of Section 21, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence along the Northerly line of said Ivory Highlands Phase 2 the following (4) courses: North 61°09'38" West 532.00 feet and North 57°08'31" West 113.89 feet and North 75°25'13" West 158.26 feet and North 89°53'25" West 60.00 feet to the center line of 3200 West Street; thence North 00°06'35" East 523.92 feet along said center line; thence South 89°53'25" East 153.74 feet; thence North 69°40'06" East 818.17 feet to the Westerly line of Ivory Highlands Phase 8, according to the official plat thereof; thence along the Westerly lines of said Ivory Highlands Phase 8 and Phase 7 the following (12) courses: South 00°06'35" West 138.74 feet and South 25°32'01" East 60.25 feet and South 20°19'54" East 110.00 feet and South 69°40'06" West 148.88 feet and South 13°57'56" East 115.39 feet and South 01°08'03" East 250.44 feet and South 09°39'04" West 142.42 feet and South 28°50'22" West 45.12 feet and South 61°09'38" East 100.97 feet and South 28°50'22" West 110.00 feet and North 61°09'38" West 19.16 feet and South 28°50'22" West 160.00 feet to the point of beginning. Property contains 16.481 acres.

EIGHTH 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 VIII</u>	<u>PERCENTAGE OF OWNERSHIP INTEREST</u>
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<u>LOT NO.</u>	<u>PHASE IX</u>	<u>PERCENTAGE OF OWNERSHIP INTEREST</u>
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<u>LOT NO.</u>	<u>PHASE IX</u>	<u>PERCENTAGE OF OWNERSHIP INTEREST</u>
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449		0.3076%
950		0.3076%
951		0.3076%
952		0.3076%
953		0.3076%

Total

21-21-100'S