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06/12/2014 11:30 AM \$30.00
Book - 10237 Pg - 6412-6417
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LOWES HOME CENTER
ATT: REAL ESTATE
1605 CURTIS BRIDGE RD
WILKESBORO NORTH CAROLINA 28697
BY: SMA, DEPUTY - WI 6 P.

Recording requested by
and when recorded return to:

Lowe's Home Center LLC
Attention: Real Estate
1605 Curtis Bridge Road
Wilkesboro, North Carolina 28697

**THIRD AMENDMENT TO
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS THIRD AMENDMENT TO EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is entered into as of June 9, 2014, by and between RIVERTON MEADOWS, LLC, a Utah limited liability company, as successor in interest to RIVERTON MEADOWS PARTNERS, LLC, a Nevada limited liability company ("Developer"), and LOWE'S Home Centers LLC, a North Carolina limited liability company ("Lowe's") (the foregoing parties are each hereinafter referred to as a "Party" and collectively as the "Parties").

- COPY -
CO. RECORDER

RECITALS

WHEREAS, the Parties entered into that certain Easements, Covenants, Conditions and Restrictions dated July 29, 2005 and recorded July 29, 2005 as document number 9446111 in Book 9166 at Page 4403 in the Official Records of Salt Lake County, Utah, regarding certain real property located in the City of Riverton, Utah (the "ECC&Rs"), as amended by that certain First Amendment to Easements, Covenants, Conditions and Restrictions dated September 27, 2007 and recorded November 15, 2007 as document number 10276271 in Book 9537 at Page 6173 (the "First Amendment") and as amended by that certain Second Amendment to Easements, Covenants, Conditions and Restrictions dated December 9, 2011 and recorded December 15, 2011 as document number 11297744 in Book 9974 at Page 8734 (the "Second Amendment") (the ECCRs, the First Amendment, and the Second Amendment are collectively referred to herein as the "ECC&Rs"); and

WHEREAS, the Parties are the Consenting Parties to the ECC&Rs; and

WHEREAS, the Consenting Parties desire to amend the ECC&Rs to modify the Permissible Building Area for Developer Parcel C, and to modify the Maximum Square Footages for Developer Parcels C and F.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which consideration is acknowledged by each Party hereto, it is hereby agreed as follows:

AMENDMENT

1. Recitals. The Recitals set forth above are incorporated in this Amendment by reference, and shall form an integral part of this Amendment. The ECC&Rs, as amended, supplemented, superseded and confirmed by this Amendment, is hereinafter referred to as the "ECC&Rs".

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2. Definitions. Unless defined herein, all capitalized terms used herein shall have the meaning provided by the ECC&Rs.

3. Revised Site Plan of Permissible Building Area. The Site Plan for Permissible Building Area labeled as "Revised Exhibit "C", Page 1" is hereby deleted in its entirety and replaced with "Exhibit "C2", Page 1" ("Site Plan of Revised Permissible Building Area") attached hereto and incorporated by this reference.

4. Re-alignment of Developer Parcel ("PBA" C). Pursuant to Section 4.1(A), the Consenting Parties hereby consent to the re-location of the Permissible Building Area for Developer Parcel C ("PBA" C) as approximately depicted on Exhibit 'C2', Page 1.

5. Modification of Maximum Square Footages of Developer Parcels "PBA" C, and "PBA" F. Pursuant to Section 4.1(A), the Consenting Parties hereby consent to the modifications of the Maximum Square Footages for Developer Parcels "PBA" C and "PBA" F as identified on the Exhibit "C2", Page 1, with the Maximum Square Footage of Developer Parcel "PBA" F being hereby reduced by 3,805 square feet from 16,757, square feet to 12,952 square feet, and the Maximum Square Footage of Developer Parcel "PBA" C being hereby increased by 1,805 square feet from 3,200 square feet to 5,005 square feet.

6. Modification of Section 7.4. Notices. The addresses for Notices to Developer and Lowe's in Section 7.4 of the ECC&Rs is hereby deleted and replaced with the following:

"To Developer: Riverton Meadows, LLC
c/o Wadsworth Development Group, LLC
Attention: Kip Wadsworth, Manager
166 East 14000 South, Suite 210
Draper, Utah 84020

To Lowe's: Lowe's Home Centers, LLC
Attention: Real Estate
1605 Curtis Bridge Road
Wilkesboro, North Carolina 28697

With an additional copy to:

Lowe's Home Centers, LLC
1000 Lowe's Boulevard
Mooresville, NC 28117
Attention: Legal Department-Real Estate"

8. Conflicts/Ratification. If there is any conflict between the provisions of the ECC&Rs and this Amendment, the provisions of this Amendment shall control. Except as modified by this Amendment, the ECC&Rs is hereby ratified by the Parties hereto and remains in full force and effect. Each of the Parties hereto represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this Amendment, and all required actions, consents and approvals therefore have been duly taken and obtained.

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Furthermore, each of the Parties hereto represents and warrants that upon full execution of this Amendment, the ECC&Rs as amended by this Amendment shall be binding on all Parties hereto with any interest in their respective Parcels, including the holder of any mortgagee's interest.

9. Entire Agreement. This Amendment constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any prior written or oral agreements pertaining thereto.

10. Counterparts. This Amendment may be executed in counterparts, provided each counterpart is identical in terms or with counterpart signature pages, which upon execution by all of the Parties hereto shall constitute one integrated agreement.

11. Recordation. This Amendment shall be recorded in the Official Records of the Salt Lake County Recorder, State of Utah.

12. Captions. The captions appearing in this Amendment are for convenience only and are not a part of this Amendment and do not in any way limit, amplify, define, construe or describe the scope or intent of the terms or provisions of this Amendment.

13. Successors. The provisions of this Amendment shall bind and inure to the benefit of the respective heirs, representatives, successors and assigns of the Parties hereto.

14. Submission. Submission of this Agreement for examination and/or execution shall not in any manner bind either party or become effective until this Amedment is signed and delivered by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Amendment to ECCRs as of the day and year first written above.

[Remainder of Page left Intentionally Blank; Signatures on Following Pages]

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Signature Page for Lowe's (Third Amendment to ECCRs):

LOWE'S:

LOWE'S Home Centers, LLC
a North Carolina limited liability company

By: *Gary E. Wyatt*
Name: _____
Title: Gary E. Wyatt
Senior Vice President

MS
2m
ZFR
MC

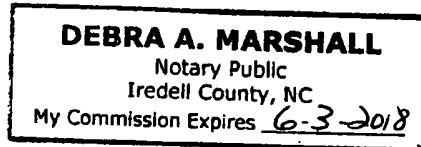
STATE OF NORTH CAROLINA)
COUNTY OF Iredell)

I, Debra A. Marshall, do hereby certify
that Gary E. Wyatt, Sr. Vice President, personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 9th day of June, 2014.

My commission expires: _____

Debra A. Marshall
Notary Public



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Signature Page for Developer (Third Amendment to ECCRs):

DEVELOPER:

RIVERTON MEADOWS, LLC,
a Utah limited liability company

By: Wadsworth & Sons II, LLC
a Utah limited liability company, its Manager

By: _____
Kip Wadsworth

Its: _____
Operations Manager

State of Utah)

County of Salt Lake)

I, Susan Forbush, do hereby certify that Kip Wadsworth,
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and official seal this the 25 day of March, 2014.

My commission expires: 10/11/15 _____
Notary Public

(Seal)

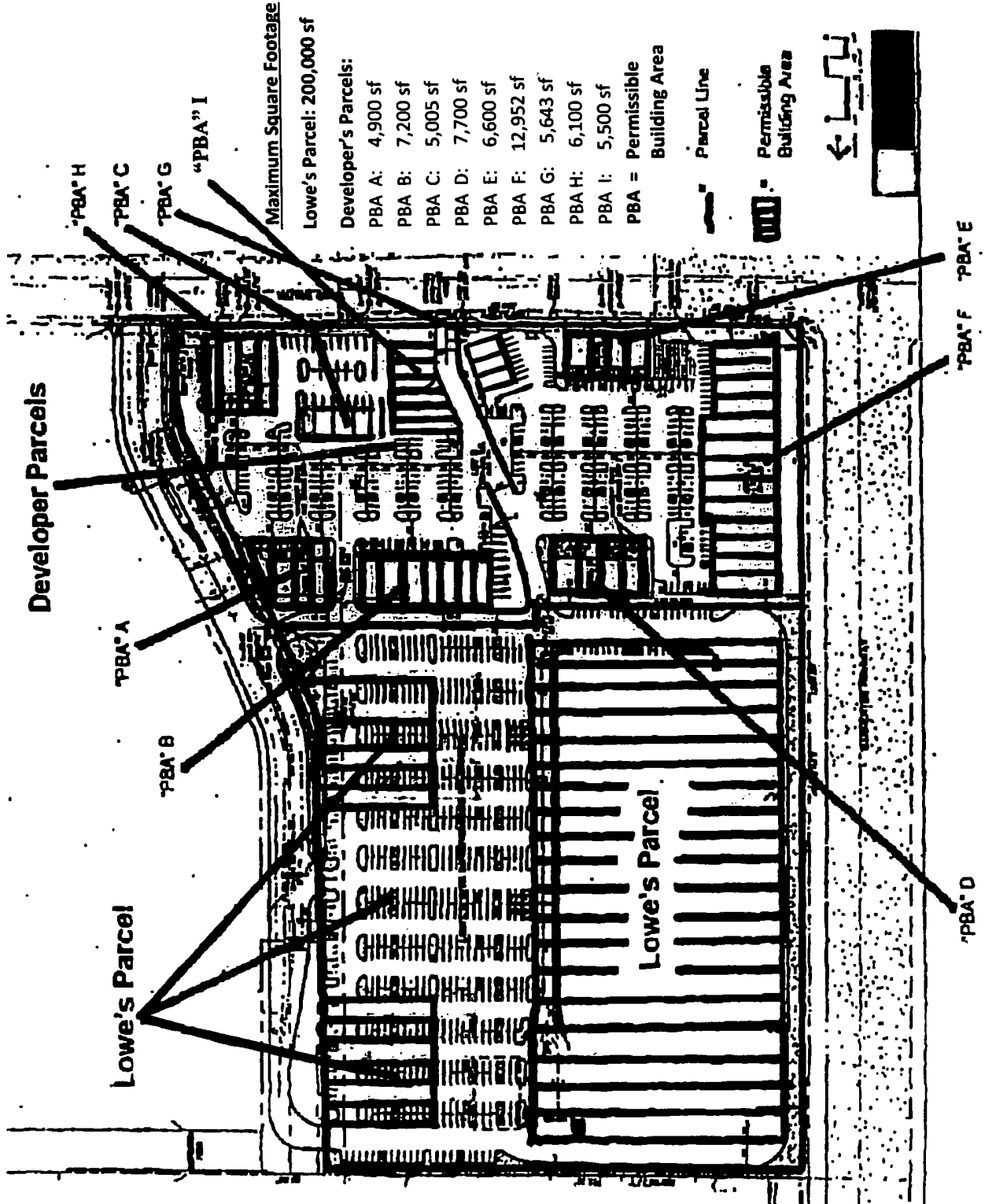


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Exhibit "C2"

Page 1

(Site Plan- Revised Permissible Building Area)



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