



W2149407

E# 2149407 PG 1 OF 8
DOUG CROFTS, WEBER COUNTY RECORDER
19-DEC-05 4:14 PM FEE \$112.00 DEP VD
REC FOR: COTTONWOOD TITLE INSURANCE AGE
ELECTRONICALLY RECORDED

WHEN RECORDED RETURN TO:
Gary M. Wright
IVORY HOMES
1544 North Woodland Park Drive
Suite 300
Layton, Utah 84041
(801) 755-8853

09-530-0001-0013

**THIRD SUPPLEMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
SOUTHFORK MEADOWS SUBDIVISION, PHASE 5**

This Third Supplement to the Declaration of Covenants, Conditions, and Restrictions for Southfork Meadows Subdivision, Phase 5 is made and executed by Ivory North, of 1544 North Woodland Park Drive, Suite 300, Layton, Utah 84041 (the "Declarant").

RECITALS

Whereas, the original Declaration of Covenants, Conditions and Restrictions for Southfork Meadows Subdivision was recorded in the office of the County Recorder of Weber County, Utah on the 19th day of November, 1999 as Entry No 1674977 in Book 2044 at Page 2282 of the Official Records (the "Declaration").

Whereas, the related Plat Map(s) for Phases I and II of the Project has also been recorded in the office of the County Recorder of Weber County, Utah.

Whereas, the First Supplement to the Declaration of Covenants, Conditions and Restrictions for Southfork Meadows Subdivision was recorded in the office of the County Recorder of Weber County, Utah on the 11th day of December, 2001 as Entry No. 1814014 in Book 2192 at Page 2844 of the Official Records (the "Declaration").

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

Whereas, the Second Supplement to the Declaration of Covenants, Conditions and Restrictions for Southfork Meadows Subdivision was recorded in the office of the County Recorder of Weber County, Utah on the 17th day of March, 2003, as Entry No. 1921574, in Book 2333 at Page 783 of the Official Records (the "Declaration").

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

Whereas, under Section 38 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 Weber County, Utah and described with particularity on Exhibit "A-5" attached hereto and incorporated herein by this reference (the "Phase V Property").

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

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

Whereas, this affects the real property located in Weber County, Utah described with particularity on Exhibits A-5 and Amended Exhibit C attached.

A G R E E M E N T

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, Declarant hereby executes this Third Supplement to the Declaration of Covenants, Conditions, and Restrictions for Southfork Meadows Subdivision, Phase V.

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

a. Third Supplement to the Declaration shall mean and refer to this Third Supplement to the Declaration of Covenants, Conditions, and Restrictions for Southfork Meadows Subdivision, Phase V.

b. Third Supplemental Map or Phase V Map shall mean and refer to the Supplemental Plat Map of Phase V 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 Weber County, Utah prior to or concurrently with the filing of this Third Supplement to the Declaration.

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-5 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 V Property shall be annexed to and become subject to the Declaration, which upon recordation of this Third Supplement to the Declaration shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-5 subject to the functions, powers, rights, duties, and jurisdiction of the Association.

4. Total Number of Lots Revised. As shown on the Phase V Map, twelve (12) additional Lots and one Detention Pond (Parcel A) are or will be created in the Project on the Phase V Property. The additional Lots and Detention Pond are located within a portion of the additional land. Upon the recordation of the Phase V Map and this Third Supplement to the Declaration, the total number of Lots in the Project will be ninety-nine (99). The additional Lots are substantially similar in construction, design, and quality to the Lots in the prior Phases.

5. Percentage Interest Revised. Pursuant to the Declaration, Declarant is required, with the additional 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 Third Supplement to the Declaration and the Phase V Map shall be the date on which said instruments are filed for record in the Office of the County Recorder of Weber County, Utah.

EXECUTED the 16 day of December, 2005.

DECLARANT:
IVORY NORTH, a joint venture
BY: GMW DEVELOPMENT, INC., Partner
By: Gary M. Wright
Title: Gary M. Wright, President

ACKNOWLEDGMENT

STATE OF UTAH)
)ss.
COUNTY OF ~~WEBER~~)
)DAVIS

On the 16 day of December, 2005, 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.

Lannette C. Wilson
NOTARY PUBLIC
Residing At: DRAPER UTAH

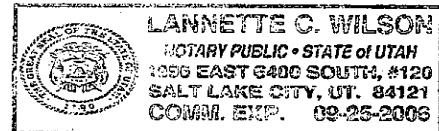


Exhibit "A-5"**SOUTHFORK MEADOWS SUBDIVISION PHASE V
LEGAL DESCRIPTION**

The land described in the foregoing document as the Phase 5 Property is located in Weber County, Utah and is described more particularly as follows:

A part of the South Half of Section 21, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey:

Beginning at the Northwest Corner of Lot 70, Southfork Meadows No. 4, Roy City, Weber County, Utah, said point being 2637.26 feet North 89°45'16" West along the Quarter Section line and 33.01 feet South 1°14'32" West from the Northeast Corner of the Southeast Quarter of said Section 21; running thence three (3) courses along the boundary of said subdivision as follows: South 0°20'55" West 384.13 feet; Southeasterly along the arc of a 1419.25 foot radius curve to the left a distance of 133.83 feet (Long Chord bears South 82°30'47" East 133.78 feet) and South 0°20'55" West 174.10 feet to the Weber/Davis County Line; thence North 89°34'16" West 1149.78 feet along said line to the Easterly boundary of the Layton Canal; thence four (4) courses along said boundary as follows: North 36°24'17" East 547.60 feet; Northeasterly along the arc of a 100.00 foot radius curve to the right a distance of 90.17 feet (Long Chord bears North 63°22'52" East 90.73 feet), South 89°38'37" East 514.41 feet and Northeasterly along the arc of a 100.00 foot radius curve to the left a distance of 146.56 feet (Long Chord bears North 48°22'22" East 133.79 feet) to the point of beginning.

Contains 9.948 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	09-452-0001	1.0101%
1	2	09-452-0002	1.0101%
1	3	09-452-0003	1.0101%
1	4	09-452-0004	1.0101%
1	5	09-452-0005	1.0101%
1	6	09-452-0006	1.0101%
1	7	09-453-0001	1.0101%
1	8	09-453-0002	1.0101%
1	9	09-453-0003	1.0101%
1	10	09-453-0004	1.0101%
1	11	09-453-0005	1.0101%
1	12	09-453-0006	1.0101%
1	13	09-453-0007	1.0101%
1	14	09-453-0008	1.0101%
2	15	09-454-0001	1.0101%
2	16	09-454-0002	1.0101%
2	17	09-454-0003	1.0101%
2	18	09-454-0004	1.0101%
2	19	09-454-0005	1.0101%
2	20	09-454-0006	1.0101%
2	21	09-454-0007	1.0101%
2	22	09-454-0008	1.0101%
2	23	09-455-0001	1.0101%
2	24	09-455-0002	1.0101%
2	25	09-455-0003	1.0101%
2	26	09-455-0004	1.0101%
2	27	09-455-0005	1.0101%
2	28	09-455-0006	1.0101%
2	29	09-455-0007	1.0101%
2	30	09-455-0008	1.0101%
2	31	09-455-0009	1.0101%
2	32	09-455-0010	1.0101%
2	33	09-455-0011	1.0101%
2	34	09-455-0012	1.0101%

<u>Phase</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Percentage of Ownership Interest</u>
2	35	09-454-0009	1.0101%
2	36	09-454-0010	1.0101%
2	37	09-454-0011	1.0101%
2	38	09-454-0012	1.0101%
2	39	09-454-0013	1.0101%
2	40	09-454-0014	1.0101%
2	41	09-454-0015	1.0101%
3	42	09-498-0001	1.0101%
3	43	09-498-0002	1.0101%
3	44	09-498-0003	1.0101%
3	45	09-498-0004	1.0101%
3	46	09-498-0005	1.0101%
3	47	09-498-0006	1.0101%
3	48	09-498-0007	1.0101%
3	49	09-498-0008	1.0101%
3	50	09-498-0009	1.0101%
3	51	09-498-0010	1.0101%
3	52	09-498-0011	1.0101%
3	53	09-498-0012	1.0101%
3	54	09-498-0013	1.0101%
3	55	09-498-0014	1.0101%
3	56	09-498-0015	1.0101%
3	57	09-498-0016	1.0101%
3	58	09-498-0017	1.0101%
3	59	09-498-0018	1.0101%
3	60	09-498-0019	1.0101%
3	61	09-498-0020	1.0101%
3	62	09-498-0021	1.0101%
4	63		1.0101%
4	64		1.0101%
4	65		1.0101%
4	66		1.0101%
4	67		1.0101%
4	68		1.0101%
4	69		1.0101%
4	70		1.0101%
4	71		1.0101%
4	72		1.0101%
4	73		1.0101%
4	74		1.0101%
4	75		1.0101%
4	76		1.0101%

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<u>Phase</u>	<u>Lot No.</u>	<u>Parcel No.</u>	<u>Percentage of Ownership Interest</u>
4	77		1.0101%
5	78		1.0101%
5	79		1.0101%
5	80		1.0101%
5	81		1.0101%
5	82		1.0101%
5	83		1.0101%
5	84		1.0101%
5	85		1.0101%
5	86		1.0101%
5	87		1.0101%
5	88		1.0101%
5	89		1.0101%

TOTAL