

WHEN RECORDED RETURN TO:  
 Ivory Development, LLC  
 978 East Woodoak Lane  
 Salt Lake City, Utah 84117  
 (801) 268-0700

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 10/05/2004 11:53 AM \$75.00  
 Book - 9045 Pg - 3815-3821  
**GARY W. OTT**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 IVORY DEVELOPMENT LLC  
 978 E WOODOAK LN  
 SLC UT 84117  
 BY: ZJM, DEPUTY - WI 7 P.

**AMENDED AND RESTATED SECOND SUPPLEMENT TO  
 DECLARATION OF PROTECTIVE COVENANTS  
 FOR  
 RIVERTON FARMS PHASE 3**

This Amended and Restated Second Supplement to Declaration of Protective Covenants for Riverton Farms Phase 3 (the "Second Supplement") is executed by Ivory Development, LLC, of 978 East Woodoak Lane, Salt Lake City, Utah 84117 (the "Developer"), with reference to the following:

**RECITALS**

Whereas, the Declaration of Protective Covenants for Riverton Farms was recorded in the office of the County Recorder of Salt Lake County, Utah on March 3, 2003 as Entry No. 8550648 in Book 8748 at Pages 5867-5883 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 was recorded in the office of the County Recorder of Salt Lake County, Utah on June 3, 2004 as Entry No. 8674126 in Book 8810 at Page 4186 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 original Second Supplement was recorded in the office of the County Recorder of Salt Lake County, Utah on August 19, 2003 as Entry No. 8779731 in Book 8865 at Pages 3308-3313 of the Official Records (the "Original 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, under Section 3 of the Declaration, Declarant reserved an option to expand the subdivision 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-3" attached hereto and incorporated herein by this reference (the "Phase 3 Property").

Whereas, under the provisions of Section 3 of the Declaration, Declarant expressly reserved the unilateral right to expand the application of the Declaration to other real property.

Whereas, Declarant desired to expand the subdivision by creating on the Phase 3 Property additional Lots.

Whereas, Declarant intended that the Phase 3 Property become subject to the Declaration.

Whereas, Declarant desires to correct some typographical and clerical errors in the Original Second Supplement.

Whereas, Declarant desires to set forth the Jordan Aquaduct Requirements.

Whereas, Declarant desires to amend and restate the Original Second Supplement.

Whereas, Declarant desires to re-submit the Phase 3 Property to the Second Supplement.

**NOW, THEREFORE**, for the reasons recited above, and for the benefit of the subdivision and the Lot Owners thereof, Declarant hereby executes this Amended and Restated Second Supplement to the Declaration of Protective Covenants for Riverton Farms Phase 3.

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

A. **Second Supplement** shall mean and refer to this Amended and Restated Second Supplement to the Declaration of Protective Covenants for Riverton Farms Phase 3.

B. **Phase 3 Map** shall mean and refer to the Plat Map of Phase 3 of the Project, prepared and certified to by Ralph Goff, a duly registered Utah Land Surveyor holding Certificate No. 144147, and filed for record in the Office of the County Recorder of Utah County, Utah concurrently with the filing of this Second Supplemental Declaration.

C. **Subdivision** shall mean and refer collectively to Phase I, Phase 2 and Phase 3, Riverton Farms.

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 the Declaration as it may be supplemented or amended from time to time.

3. **Annexation.** Declarant hereby declares that the Phase 3 Property shall be re-annexed to and remain subject to the Declaration, which, upon recordation of this Second Supplement, shall constitute and effectuate the re-expansion of the Project, making the real

property described in Exhibit A-3 subject to the Declaration, as amended, and the functions, powers, rights, duties and jurisdiction of the ARC.

4. **Total Number of Units Revised.** There were twelve (12) Lots in Phase I, Numbers 101-112. There were eight (8) Lots in Phase 2, Numbers 201-208. As shown on the Phase 3 Map, thirty-five (35) new Lots, Numbers 301-335, are or will be constructed and/or created in the Project on the Phase 3 Property. Upon the recordation of this Second Supplement, the total number of Lots in the Project will remain fifty-five (55). The additional Lots (and the homes to be constructed therein) are or will be substantially similar in construction, design and quality to the Lots and homes in the prior Phases. The Phases and Lot Numbers are listed on Exhibit "B" attached.

6. **Mortgagee Protection.** Nothing herein contained, and no violation of these covenants, conditions, and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value.

7. **Jordan Aqueduct Regulations.** Lot 301 is subject to the following additional restrictions which shall run with the land:

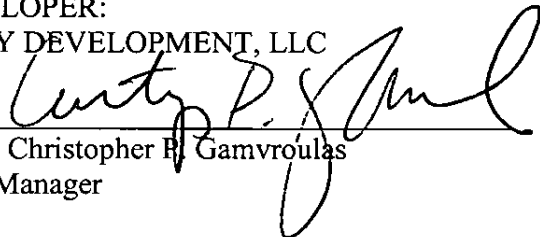
- a. Declarant hereby acknowledges the prior and superior rights of United States and the Districts to construct, reconstruct, operate, and maintain the Aqueduct and appurtenant structures, above and below ground surface within the Aqueduct Easement, as shown on the Plat and described with particularity on Exhibit "B" attached hereto and incorporated herein by this reference.
- b. All prospective purchasers of Lot 301 are hereby notified and by acceptance of a deed or other document of conveyance to such Lot agree to be bound by and subject to the prior rights of the United States and the Districts as stated herein.
- c. Any increase in the costs to reconstruct, operate, maintain, inspect, and repair the Aqueduct and appurtenant structures which result from the proposed subdivision and/or construction of homes, physical structures, landscaping, subdivision improvements, or installation of utilities shall be paid by the Declarant or its successors in interest to such Lot, utility, home, structure, or improvement which causes the increased cost. The increased costs shall constitute a lien on the applicable Lot until paid.
- d. No trees or vines will be allowed within the Aqueduct Easement or any other easement or rights-of-way of the United States located within the Subdivision.
- e. Neither the Declarant, nor any of its successors or assigns shall construct any permanent structures upon the Aqueduct Easement. Any structure not approved in writing by the United States shall be considered non-conforming.
- f. While all surface structures shall be analyzed and considered on an individual basis, structures that may not be constructed in, on, or along the Aqueduct Easement or other United States' easement or rights-of-way include, but are not

limited to, permanent structures such as fences, retaining walls, block walls, buildings, garages, decks, carports, trailers, and swimming pools, as designated by the United States; provided, however, Ivory Homes has received special permission to put up vinyl fencing within the said easement and right of way.

7. **Effective Date.** The effective date of this Second Supplement shall be the date on which said instrument is filed for record in the Office of the County Recorder of Salt Lake County, Utah.

Dated the 30 day of September, 2004.


DEVELOPER:  
IVORY DEVELOPMENT, LLC

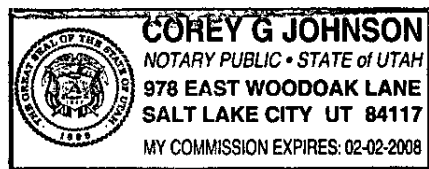
By:   
Name: Christopher P. Gamvroulas  
Title: Manager

**ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  ss:  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day September, 2004 by Christopher P. Gamvroulas, the Manager 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.

  
NOTARY PUBLIC  
Residing at:  
My Commission Expires:



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PHASE III RIVERTON FARMS**

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

Lots 301 thru 334, inclusive, RIVERTON FARMS SUBDIVISION PHASE 3, according to the official plat as recorded in the office of the Salt Lake County Recorder.

**Parcel Identification Numbers:**

Lot 301	27-33-305-001	Lot 318	27-33-180-001
Lot 302	27-33-305-002	Lot 319	27-33-157-010
Lot 303	27-33-305-003	Lot 320	27-33-157-011
Lot 304	27-33-305-004	Lot 321	27-33-157-012
Lot 305	27-33-305-005	Lot 322	27-33-157-013
Lot 306	27-33-305-006	Lot 323	27-33-157-009
Lot 307	27-33-156-004	Lot 324	27-33-157-008
Lot 308	27-33-156-003	Lot 325	27-33-157-007
Lot 309	27-33-156-002	Lot 326	27-33-157-006
Lot 310	27-33-156-001	Lot 327	27-33-157-002
Lot 311	27-33-151-029	Lot 328	27-33-157-001
Lot 312	27-33-155-005	Lot 329	27-33-157-003
Lot 313	27-33-155-006	Lot 330	27-33-157-004
Lot 314	27-33-155-007	Lot 331	27-33-157-005
Lot 315	27-33-155-008	Lot 332	27-33-306-001
Lot 316	27-33-179-003	Lot 333	27-36-306-002
Lot 317	27-33-179-004	Lot 334	27-36-306-003

**EXHIBIT "B"**  
**LIST OF PHASES AND LOT NUMBERS**

Phase	Lot No.	Percentage of Ownership
1	101	1.818%
1	102	1.818%
1	103	1.818%
1	104	1.818%
1	105	1.818%
1	106	1.818%
1	107	1.818%
1	108	1.818%
1	109	1.818%
1	110	1.818%
1	111	1.818%
2	201	1.818%
2	202	1.818%
2	203	1.818%
2	204	1.818%
2	205	1.818%
2	206	1.818%
2	207	1.818%
2	208	1.818%
3	301	1.818%
3	302	1.818%
3	303	1.818%
3	304	1.818%
3	305	1.818%
3	306	1.818%
3	307	1.818%
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3	315	1.818%
3	316	1.818%
3	317	1.818%
3	318	1.818%
3	319	1.818%
3	320	1.818%

Phase	Lot No.	Percentage of Ownership
3	321	1.818%
3	322	1.818%
3	323	1.818%
3	324	1.818%
3	325	1.818%
3	326	1.818%
3	327	1.818%
3	328	1.818%
3	329	1.818%
3	330	1.818%
3	331	1.818%
3	332	1.818%
3	333	1.818%
3	334	1.818%
3	335	1.818%