

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

7/23

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Book - 9047 Pg - 624-630  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
IVORY DEVELOPMENT LLC  
978 E WOODOAK LN  
SLC UT 84117  
BY: SEM, DEPUTY - WI 7 P.

**THIRD SUPPLEMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
FOR  
RIVERTON FARMS PHASE 4**

This Third Supplement to Declaration of Protective Covenants for Riverton Farms Phase 4 (the "Third 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 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 Second Supplement was subsequently corrected by a written instrument t entitled the "Amended and Restated Second Supplement," which was recorded in the office of the County Recorder of Salt Lake County, Utah on October 5, 2004 as Entry No. 9190282 in Book 9045 at Pages 3815 - 3821 of the Official Records (collectively, "Second Supplement").

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-4" attached hereto and incorporated herein by this reference (the "Phase 4 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 desires to expand the subdivision by creating on the Phase 4 Property additional Lots.

Whereas, Declarant now intends that the Phase 4 Property shall become subject to the Declaration.

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

**NOW, THEREFORE**, for the reasons recited above, and for the benefit of the subdivision and the Lot Owners thereof, Declarant hereby executes this Third Supplement to the Declaration of Protective Covenants for Riverton Farms Phase 4.

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

A. **Third Supplemental Declaration** shall mean and refer to this Third Supplement to the Declaration of Protective Covenants for Riverton Farms Phase 4.

B. **PHASE 4 Map** shall mean and refer to the Plat Map of Phase 4 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 Salt Lake County, Utah concurrently with the filing of this Third Supplement.

C. **Subdivision** shall mean and refer collectively to Phase I, Phase 2, Phase 3 and Phase 4, 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-4 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 4 Property shall be annexed to and become subject to the Declaration, which, upon recordation of this Third Supplement, shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-4 subject to the Declaration and 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 8 Lots in Phase 2, Numbers 201-208. There were thirty-five (35) Lots, in Phase 3, Numbers 301-335. As shown on the Phase 4 Map, 23 Lots, Numbers 401- 423, are or will be constructed and/or created in the Project on the Phase 4 Property. Upon the recordation of the Phase 4 Map and this Third Supplemental Declaration, the total number of Lots in the Project will be seventy-eight (78). 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.

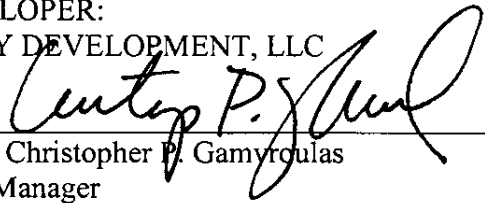
7. **Jordan Aqueduct Regulations.** Lots 401, 402, 423, 422, 421 are subject to the following additional restrictions which shall run with the land:

- 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 Lots 401, 402, 423, 422, 421, 420 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 Third Supplemental Declaration and the Phase 4 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.

Dated the 7<sup>th</sup> day of September, 2004.


DEVELOPER:  
IVORY DEVELOPMENT, LLC

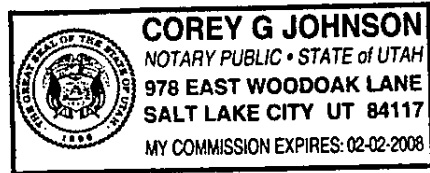
By:   
Name: Christopher P. Gamvroulas  
Title: Manager

**ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  ss:  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 7<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 IV 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 401 through 423, inclusive, RIVERTON FARMS SUBDIVISION PHASE 4, according to the official plat thereof.**

**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%
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3	310	1.818%
3	311	1.818%
3	312	1.818%
3	313	1.818%
3	314	1.818%
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%