

WHEN RECORDED RETURN TO:  
 DG Development & Investment, Inc.  
 Dan Gifford, President  
 10421 South Jordan Gateway, Suite 600  
 South Jordan, Utah 84095

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 Book - 9558 Pg - 2763-2771  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 DAN GIFFORD  
 10421 SOUTH JORDAN GATEWAY #60  
 SOUTH JORDAN UTAH 84095  
 BY: SAM, DEPUTY - MI 9 P.

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**SUPPLEMENTAL COMBINED DECLARATION OF  
 CONDOMINIUM AND PLANNED USE DEVELOPMENT FOR  
 PARKVIEW AT RIVERWALK CONDOMINIUMS AND TOWN HOMES  
 AN EXPANDABLE UTAH CONDOMINIUM AND P.U.D. PROJECT**

THIS SUPPLEMENTAL AMENDMENT OF COMBINED DECLARATION OF CONDOMINIUM AND PLANNED USE DEVELOPMENT FOR PARKVIEW AT RIVERWALK CONDOMINIUMS AND TOWN HOMES AN EXPANDABLE UTAH CONDOMINIUM AND P.U.D. PROJECT (the "Supplemental Declaration") is made this \_\_\_ day of January 2008, by D.G. DEVELOPMENT & INVESTMENT, INC., a Utah corporation, and GIFFORD DEVELOPMENT COMPANY, L.L.C., a Utah limited liability company (collectively, "Declarant") with reference to the following facts and is as follows.

WHEREAS, on May 10, 2007 Declarant recorded that certain "Combined Declaration of Condominium and Planned Use Development for Parkview at Riverwalk Condominiums and Town Homes, an Expandable Utah Condominium and P.U.D. Project" (the "Original Declaration") in the Office of the Salt Lake County Recorder as Entry No. 10095781, in Book 9462, Page 5393.

WHEREAS, Article XII of the Original Declaration allows Declarant to expand the Project pursuant to Section 57-8-13.6 of the Utah Condominium Ownership Act to include additional Units on the Additional Land or any portion thereof.

WHEREAS, concurrent with the recordation of this Supplemental Declaration Declarant is recording a final supplemental condominium plat entitled "Park View at Riverwalk Phase 2 Condominiums & Townhomes, a Utah Condominium Project and Planned Unit Development" (the "Supplemental Survey Map").

WHEREAS, pursuant to Article XII of the Original Declaration, Declarant desires to expand the Project to include 59 additional Units.

NOW THEREFORE, in consideration of the foregoing, the Declarant hereby makes the following declaration:

1. **Definitions.** All capitalized terms herein have the same meaning attributed to those terms in the Original Declaration except where otherwise noted.

2. Submission

2.1. Submission to Act. There is hereby submitted to the provisions of the Act, that certain parcel of real property (the "Phase 2 Land") situated in the City of Midvale, Salt Lake County, State of Utah, more particularly described in Exhibit "A" attached to this Supplemental Declaration and incorporated herein by this reference and all improvements now or hereafter constructed thereon;

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property;

SUBJECT TO all liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Land or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Supplemental Survey Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line or similar facility which traverses or partial occupies the above-described Land at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

2.2 Covenants to Run With Land. The Original Declaration, together with this Supplemental Declaration, and all the provisions of same shall constitute covenants running with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. By acquiring any interest in a Unit or in the Project, the parties acquiring such interest consents to, and agrees to be bound by, each and every provision of the Original Declaration and this Supplemental Declaration.

3. Description

3.1 Description of the Additional Town Home Buildings. All Units to be constructed on the Phase 2 Land shall be Town Home Units. No Condominium Units shall be included in Phase 2. Each Town Building will have two stories with garages and fenced yards but no basement. Each Town Home Building will contain between three and five two story Town Home Units. Phase 2 of the Project shall consist of fourteen (14) Town Home Buildings with between three (3) and five (5) Town Home Units each for a total of fifty-nine (59) Town Home Units in Phase 2. The Town Home Buildings will be constructed in the same manner as described in the Original Declaration. The

Phase 2 Town Home Buildings and other improvements are fully depicted on the Supplemental Survey Map.

3.2 Description of the Additional Town Home Units. The boundary lines of each Phase 2 Town Home Unit are the portions of the Town Home Buildings including the exterior walls, the Land under the Town Home Unit and the fenced yard space located outside of the Town Home Building that is as designated on the Supplemental Survey Map as being included in the Town Home Unit. Town Home Units shall also include the garages and porches located within the exterior boundaries of each Town Home Unit. A Town Home Unit shall consist of the one or more floors or parts of floors in a Town Home Building, and the corresponding roof, exterior walls, foundations, columns, girders, beams, supports and main walls of the Town Home Building designated as a Town Home Unit. Mechanical equipment and appurtenances located within any one Town Home Unit, or located without said Town Home Unit but designated and designed to serve only that Town Home Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Town Home Unit; so shall all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, glass and window units, doors and door units, trim, carpeting, tile and linoleum. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Town Home Unit or serving only the Town Home Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Town Home Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Town Home Building shall be part of the Town Home Unit. A Town Home Unit shall also consist of the common wall(s) located on and constituting the property line between the Town Home Unit and the adjacent Town Home Unit(s) (the "Party Walls") and the associated ownership and rights in said Party Walls as set out in Section 6.6 of the Original Declaration. Exhibit "B" hereto contains a table setting forth the number designation of each Town Home Building and Town Home Unit. The Phase 2 Town Home Units are more particularly described in the Supplemental Survey Map.

3.3 Description of Common Areas and Facilities. The Common Areas and Facilities shall include those depicted on the original Survey Map associated with the Original Declaration together with those depicted on the Supplemental Survey Map. These shall include a swimming pool, club house, tot lots, parking areas, landscaping, roadways, walkways, utility systems and entries. The location and the configuration of the Improvements referred to in the foregoing sentence are depicted on the Survey Map and the Supplemental Survey Map. The Common Areas and Facilities shall mean and include: the improvements referred to above, the Land, Phase 2 Land, all portions of the Project and all Property including all Limited Common Areas as herein described not contained within any Unit or Condominium Common Areas. Common Areas shall include all other parts of the Property necessary or convenient to the existence, maintenance and safety, or normally common in use, or which have been designated as Common Areas and Facilities in the Survey Map; and all repairs and replacements of any of the foregoing.

3.4 Description of Limited Common Areas. Limited Common Areas mean and include those portions of the Common Areas and Facilities reserved for the use of certain Units to the exclusion of other Units. The Limited Common Areas shall include the assigned parking spaces, Town Home driveways appurtenant to the Town Home Unit and storage areas as set forth in the Survey Map as well as balconies or patios that are immediately adjacent to or contiguous with the Units, as more particularly identified in the Supplemental Survey Map. The use and occupancy of designated Limited Common Areas shall be reserved to its associated Unit and each Unit Owner is hereby granted an irrevocable license to use and occupy said Limited Common Areas.

3.5 Percentages of Undivided Interest in Common Areas and Facilities. The percentage of undivided interest in the Common Areas and Facilities in both Phase 1 and Phase 2 of the Project as depicted on the Survey Map and Supplemental Survey Map and which are appurtenant to each Unit and its Owner for all purposes, including voting, has been adjusted to accommodate the addition of the Phase 2 Town Home Units identified herein, and is set forth in Exhibit "B". Exhibit "B" to this Supplemental Declaration shall be deemed to supersede the Exhibit "C" attached to the Original Declaration. Each Unit shall have an equal undivided interest in the Common Areas and Facilities regardless of the size or value of the Unit.

4. Conveyance. Every deed, lease, mortgage, instrument of conveyance or sale, or other instrument affecting title to a Phase 2 Town Home Unit shall describe the Unit by its designation set forth in Exhibit "B" and in the Supplemental Survey Map with appropriate reference to the Supplemental Survey Map and this Supplemental Declaration, as each shall appear on the records of the County Recorder of Salt Lake County, State of Utah. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber or otherwise affect the Town Home Unit Owner's corresponding percentage of undivided ownership in the Common Areas and Facilities as a tenant-in-common, as set forth in Exhibit "B", also incorporating all rights and limitations incident to ownership described in this Declaration and the Bylaws, even though the same are not exactly mentioned or described. A description of a Town Home Unit shall be deemed sufficient if it appears in substantially the following form:

Town Home Unit \_\_\_\_\_, as shown in the Plat for Park View at Riverwalk Phase 2 P.U.D. appearing in the Records of the County Recorder of Salt Lake County, State of Utah, in Book No. \_\_\_\_\_, Page No. \_\_\_\_\_, of Plats, and as defined and described in the Supplemental Declaration for Park View at Riverwalk Condominiums and Town Homes, recorded the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, as Entry No. \_\_\_\_\_.  
The Declaration of Park View at Riverwalk Condominiums and Town Homes includes Exhibits A, B, C and D attached thereto.  
The Supplemental Declaration of Park View at Riverwalk

Condominiums and Town Homes includes Exhibits A and B attached thereto.

5. Incorporation by Reference. The covenants, obligations and requirements set forth in the Original Declaration are hereby incorporated by reference and shall apply to and be fully binding upon the Phase 2 Town Home Units.

EXECUTED on the day and year first above written.

GIFFORD DEVELOPMENT COMPANY, L.L.C.  
A Utah limited liability company

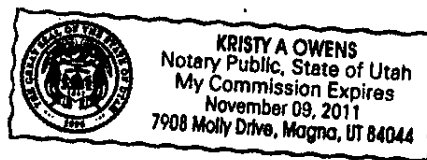
By: *Dan Gifford*  
Its: Manager

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

This is to certify that on this 11<sup>th</sup> day of January, 2008 before me, a Notary Public in and for said County and State, personally came Daniel G. Gifford, personally known to me or proved to me on the basis of satisfactory evidence, and acknowledged that he is the Manager of Gifford Development Company, L.L.C., and that by authority duly given by said Gifford Development Company, L.L.C., and as the act of Gifford Development Company, L.L.C., the foregoing instrument was signed in the name of the Gifford Development Company, L.L.C. by Daniel G. Gifford.

Witness by my hand and official seal this 11<sup>th</sup> day of January, 2008.

*Kristy A. Owens*  
Notary Public



**EXHIBIT "A"**

**"Phase 2 Land" – Legal Description**

Beginning at a point on the north line of River Gate Drive said point being South 00°18'00" West 2,049.01 feet along the section line and West 1,130.60 feet from the East Quarter Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running:

thence Southwesterly 117.52 feet along the arc of a 230.00 Foot radius curve to the left (center bears South 07°38'36" East and the chord bears South 67°43'08" West 116.24 feet with a central angle of 29°16'32") along the north to west line of said River Gate Drive;

thence North 36°55'08" West 43.00 feet;  
thence North 12°01'27" West 39.29 feet;  
thence North 64°17'57" East 19.38 feet;  
thence North 26°06'58" West 52.00 feet;  
thence South 64°12'05" West 61.14 feet;  
thence North 25°47'55" West 18.11 feet;  
thence South 64°17'23" West 25.49 feet;  
thence North 71°54'50" West 75.36 feet;  
thence South 45°19'31" West 124.19 feet;  
thence South 44°40'29" East 60.50 feet;  
thence South 45°19'31" West 90.50 feet;  
thence North 44°40'29" West 84.37 feet;  
thence South 45°19'31" West 200.85 feet;  
thence North 60°18'53" West 252.76 feet to a point on the east line of River

Walk Court;

thence North 45°19'31" East 99.56 feet along the east line of said River Walk

Court;

thence Northeasterly 69.03 feet along the arc of a 50.00 foot radius curve left (center bears North 45°19'31" East and the chord bears North 05°46'21" East 63.68 feet with a central angle of 79°06'20") along the east line of said River Walk Court;

thence North 45°19'31" East 151.85 feet;

thence Northeasterly 176.92 feet along the arc of a 225.55 foot radius curve right (center bears North 45°19'31" East and the chord bears North 67°47'48" East 172.42 feet with a central angle of 44°56'34");

thence South 89°43'55" East 62.72 feet;  
thence North 00°31'16" West 70.94 feet;  
thence East 363.10 feet;  
thence South 12°01'27" East 318.76 feet to the point of beginning.

Containing 224,633 square feet or 5.16 acres, more or less.

**EXHIBIT "B"**

**Condominium and Town Home Unit Table**

<b>TOWN HOME UNITS</b>	<b>Percentage Interest in Common Area</b>	<b>Common Town Home Expense Apportionment</b>	<b>Percentage Interest in Condominium Common Area and Common Condominium Expense Apportionment</b>
E-1	0.840336%	1.40845%	0
E-2	0.840336%	1.40845%	0
E-3	0.840336%	1.40845%	0
E-4	0.840336%	1.40845%	0
F-1	0.840336%	1.40845%	0
F-2	0.840336%	1.40845%	0
F-3	0.840336%	1.40845%	0
F-4	0.840336%	1.40845%	0
F-5	0.840336%	1.40845%	0
F-1	0.840336%	1.40845%	0
F-2	0.840336%	1.40845%	0
F-3	0.840336%	1.40845%	0
J-1	0.840336%	1.40845%	0
J-2	0.840336%	1.40845%	0
J-3	0.840336%	1.40845%	0
J-4	0.840336%	1.40845%	0
J-5	0.840336%	1.40845%	0
L-1	0.840336%	1.40845%	0
L-2	0.840336%	1.40845%	0
L-3	0.840336%	1.40845%	0
L-4	0.840336%	1.40845%	0
M-1	0.840336%	1.40845%	0
M-2	0.840336%	1.40845%	0
M-3	0.840336%	1.40845%	0
M-4	0.840336%	1.40845%	0
M-5	0.840336%	1.40845%	0
N-1	0.840336%	1.40845%	0
N-2	0.840336%	1.40845%	0
N-3	0.840336%	1.40845%	0
O-1	0.840336%	1.40845%	0
O-2	0.840336%	1.40845%	0
O-3	0.840336%	1.40845%	0
O-4	0.840336%	1.40845%	0
P-1	0.840336%	1.40845%	0
P-2	0.840336%	1.40845%	0

P-3	0.840336%	1.40845%	0
P-4	0.840336%	1.40845%	0
P-5	0.840336%	1.40845%	0
Q-1	0.840336%	1.40845%	0
Q-2	0.840336%	1.40845%	0
Q-3	0.840336%	1.40845%	0
Q-4	0.840336%	1.40845%	0
R-1	0.840336%	1.40845%	0
R-2	0.840336%	1.40845%	0
R-3	0.840336%	1.40845%	0
R-4	0.840336%	1.40845%	0
R-5	0.840336%	1.40845%	0
S-1	0.840336%	1.40845%	0
S-2	0.840336%	1.40845%	0
S-3	0.840336%	1.40845%	0
S-4	0.840336%	1.40845%	0
T-1	0.840336%	1.40845%	0
T-2	0.840336%	1.40845%	0
T-3	0.840336%	1.40845%	0
T-4	0.840336%	1.40845%	0
T-5	0.840336%	1.40845%	0
U-1	0.840336%	1.40845%	0
U-2	0.840336%	1.40845%	0
U-3	0.840336%	1.40845%	0
U-4	0.840336%	1.40845%	0
U-5	0.840336%	1.40845%	0
V-1	0.840336%	1.40845%	0
V-2	0.840336%	1.40845%	0
V-3	0.840336%	1.40845%	0
V-4	0.840336%	1.40845%	0
W-1	0.840336%	1.40845%	0
W-2	0.840336%	1.40845%	0
W-3	0.840336%	1.40845%	0
X-1	0.840336%	1.40845%	0
X-2	0.840336%	1.40845%	0
X-3	0.840336%	1.40845%	0
<b>CONDOMINIUM UNITS</b>	<b>Percentage Interest in Common Area</b>		
A-1	0.840336%	0	2 1/12 %
A-2	0.840336%	0	2 1/12 %
A-3	0.840336%	0	2 1/12 %
A-4	0.840336%	0	2 1/12 %
A-5	0.840336%	0	2 1/12 %
A-6	0.840336%	0	2 1/12 %



A-7	0.840336%	0	2 1/12 %
A-8	0.840336%	0	2 1/12 %
A-9	0.840336%	0	2 1/12 %
A-10	0.840336%	0	2 1/12 %
A-11	0.840336%	0	2 1/12 %
A-12	0.840336%	0	2 1/12 %
B-1	0.840336%	0	2 1/12 %
B-2	0.840336%	0	2 1/12 %
B-3	0.840336%	0	2 1/12 %
B-4	0.840336%	0	2 1/12 %
B-5	0.840336%	0	2 1/12 %
B-6	0.840336%	0	2 1/12 %
B-7	0.840336%	0	2 1/12 %
B-8	0.840336%	0	2 1/12 %
B-9	0.840336%	0	2 1/12 %
B-10	0.840336%	0	2 1/12 %
B-11	0.840336%	0	2 1/12 %
B-12	0.840336%	0	2 1/12 %
C-1	0.840336%	0	2 1/12 %
C-2	0.840336%	0	2 1/12 %
C-3	0.840336%	0	2 1/12 %
C-4	0.840336%	0	2 1/12 %
C-5	0.840336%	0	2 1/12 %
C-6	0.840336%	0	2 1/12 %
C-7	0.840336%	0	2 1/12 %
C-8	0.840336%	0	2 1/12 %
C-9	0.840336%	0	2 1/12 %
C-10	0.840336%	0	2 1/12 %
C-11	0.840336%	0	2 1/12 %
C-12	0.840336%	0	2 1/12 %
D-1	0.840336%	0	2 1/12 %
D-2	0.840336%	0	2 1/12 %
D-3	0.840336%	0	2 1/12 %
D-4	0.840336%	0	2 1/12 %
D-5	0.840336%	0	2 1/12 %
D-6	0.840336%	0	2 1/12 %
D-7	0.840336%	0	2 1/12 %
D-8	0.840336%	0	2 1/12 %
D-9	0.840336%	0	2 1/12 %
D-10	0.840336%	0	2 1/12 %
D-11	0.840336%	0	2 1/12 %
D-12	0.840336%	0	2 1/12 %
<b>TOTAL:</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>