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 07/03/2008 03:29 PM \$78.00
 Book - 9624 Pg - 2901-2909
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 RAY QUINNEY & NEBEKER
 PO BOX 45385
 SLC UT 84145-0385
 BY: ZJM, DEPUTY - WI 9 P.

WHEN RECORDED RETURN TO:

Arbor Gardner, L.C.
 45 West 10000 South, Suite 301
 Sandy, Utah 84070
 Attn: Cory Gust

**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
 PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE
 VILLAGE AT RIVERWALK, P.U.D.**

This Amendment to the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for The Village at Riverwalk, P.U.D. (this "Amendment") is made and entered into effective as of the 24 day of June, 2008, by ARBOR GARDNER, L.C., a Utah limited liability company ("Declarant").

A. The Declarant is the Owner of forty-one of the fifty-two Estate Lots in the Project, holding 205 of the 216 votes (or approximately 95%) of the Riverwalk Estates Homeowners Association, Inc. (the "Estate Association"), and sixty-nine of the seventy-two Executive Lots in the Project, holding 345 of the 348 votes (or approximately 99%) of the Riverwalk Executive Homeowners Association, Inc. (the "Executive Association"). The Estates Association and the Executive Association are individually referred to as an "Association" and collectively referred to as the "Associations". The legal description of the Property within the Project is attached hereto and incorporated herein as Exhibit A.

B. The Declarant now desires to modify and amend the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for The Village at Riverwalk, P.U.D., dated October 23, 2006 and recorded on October 25, 2006 in the Salt Lake County Recorder's office as Entry No. 9887649 (the "Declaration"), as specifically set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended as follows:

1. Capitalized Terms. All capitalized terms used in this Amendment shall have the same meaning as set forth in the Declaration, unless another meaning is expressly indicated.

2. Amendment to Article I, Section (i). Article I, Section (i) of the Declaration is amended by adding the following:

In the event that any of the Executive Lots are sold prior to the construction of town homes thereon, the purchaser of the Executive Lots shall also be a Declarant hereunder, whose duties and responsibilities shall only pertain to the Executive Lots. In the event that there are two Declarants, each Declarant

shall have the number of votes assigned to the Lots owned by such Declarant, as provided in Section 2.2(b) below. The right to expand the Project pursuant to Section 9.3 below, and any other actions which Declarant has reserved pursuant to this Declaration, shall require the written consent of both Declarants.

3. Amendment of Section 2.1 of the Declaration. Section 2.1 of the Declaration is hereby amended and restated in its entirety as follows:

2.1 Membership. Every Owner shall be a Member of an Association. In particular, each Owner of an Estate Lot shall be a Member of the Estates Association and each Owner of an Executive Lot shall be a Member of both the Executive Association and the Estates Association. No evidence of membership in the Association shall be necessary other than evidence of ownership of a Lot. Membership in the Association shall be mandatory and shall be appurtenant to the Lot in which the Owner has the necessary interest. The rights and obligations of a Member shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of an Owner's Lot, and any such transfer shall automatically transfer the membership appurtenant to such Lot to the new Owner thereof. Each Member shall have a right and easement for use and enjoyment of all Common Areas. Each Member of the Executive Association shall also have a right and easement for use and enjoyment of all Executive Common Areas. Notwithstanding the foregoing, a Member's right and easement of use and enjoyment is subject to the following:

(a) The right of South Jordan City, Salt Lake County and any other governmental or quasi-governmental body having jurisdiction over the Project to access and have ingress and egress to, from, over and across all Common Areas and Executive Common Areas;

(b) The right of each Executive Lot Owner to restrict the access to and ingress and egress to, over and across the Limited Common Area associated with that particular Owner's Executive Lot;

(c) The rights of each Association and the Declarant set forth in this Declaration.

4. Amendment of Section 8.2 of the Declaration. Section 8.2 of the Declaration is hereby amended and restated in its entirety as follows:

8.2 Architectural Control. To maintain a degree of protection to the investment which homeowners in this area may make, homes of superior design are requisite. Designs shall be limited to those approved by Declarant,

which shall be prepared by architects or by qualified residential designers of outstanding ability whose previous work may be reviewed as a part of the approval process. In the event of any reconstruction of an improvement or a house on a Lot due to a casualty, the design, quality and appearance of the reconstructed home shall be substantially the same as the structure initially built. No landscaping, grading, excavation, building, fence, wall, residence or other structure (e.g., a detached garage), or alteration of any kind, shall be commenced, erected, maintained, improved, altered or made until the construction plans and specifications, along with a topographical plan showing the location of all improvements, including a detailed landscaping plan, have been approved in writing by the Committee. All subsequent additions to or changes or alterations in any building, fence, wall or other structure (e.g., a detached garage), including exterior color scheme, and all changes in the grade on any Lot, shall be subject to the prior written approval of the Committee. Once approved by the Committee, no changes or deviations in or from the plans and specifications shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each Owner will be responsible for obtaining a building permit from South Jordan City.

No construction, reconstruction or modification of a home or landscaping may commence without approval by the Committee of the working drawings including, but not limited to, the following:

(d) Plot plans to scale showing the entire site, building, garages, walks, drives, fences, lights and retaining walls, with elevations of the existing and finished grades and contours including those at the outside corners of the buildings and at adjacent property line and street fronts and elevations of floors from a designated point on the street.

(e) Detailed square footage for home and improvements.

(f) Detailed elevations, indicating all materials and showing existing and finished grades.

(g) Detailed cross sections.

(h) Details of cornices, porches, windows, doors, garages, garden walls, steps, patios, fences, carriage lights, etc.

Specifications shall give complete descriptions and color samples of materials to be used on the exterior of the residence.

5. Amendment of Section 8.6 of the Declaration. Section 8.6 of the Declaration is hereby amended and restated in its entirety as follows:

8.6 Landscaping. Any trees, lawns, shrubs or other planting provided by Declarant, including without limitation, those provided in the Common Area, the Executive Common Area and the Restricted Landscape Area shall be properly nurtured and maintained by the applicable Association. No Owner may plant any shrub, tree or other vegetation within, or otherwise modify, alter or add to the landscaping of any Restricted Landscape Area (as defined in Section 5.1) without the applicable Board's and the Committee's prior written consent.

Only such foliage shall be removed from each Lot as is necessary for clearing the driveway, excavating for the foundation, and for lawns and patio areas. Lawn, patio, and garden areas are subject to approval by the Committee. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks and improve erosion control within the Project. The planting of trees that will have a high profile and obstruct the view from neighboring Lots is prohibited. Such trees may be pruned or removed at the discretion of the Board or the Committee.

No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion or change the direction of drainage channels. All materials used to retain and contour the slope of any Lot or improvement must conform with the natural beauty and color of the Property and must be approved by the Committee.

Each dwelling shall have installed surrounding it an outdoor sprinkler system for fire protection and irrigation.

Landscaping shall be installed and maintained by each Owner with respect to such Owner's Lot, with the exception of the Common Area, the Executive Common Area and the Restricted Landscape Area, and may include a combination of lawns, shrubs or ground cover. Landscaping shall be properly nurtured and maintained by, with the exception of the Common Area, the Executive Common Area and the Restricted Landscape Area, each applicable Owner. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than fifty percent (50%) of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel or brick over sand. Species, size and placement of landscape elements shall be determined by the applicable Association in keeping with overall landscaping of the Project.


6. Approval. This Amendment is adopted and approved by the undersigned pursuant to the Declaration. All conditions precedent to and requirements of amending the Declaration have been met and satisfied.

7. Effect on Declaration. Except as specifically set forth herein, all other sections, paragraphs, terms, conditions and provisions in the Declaration shall remain in full force and effect and are incorporated herein by this reference.

[Signatures to follow on next page]

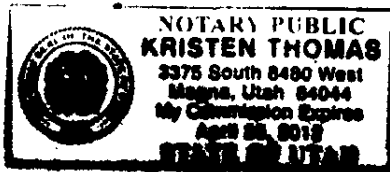
IN WITNESS WHEREOF, the undersigned acknowledges that it has signed this Amendment to be effective as of the date first written above.

ARBOR GARDNER, L.C.,
a Utah limited liability company

By: 
Cory Gust, Manager

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 25th day of June, 2008, personally appeared before me Cory Gust, a Manager of Arbor Gardner, L.C., who acknowledged that he executed the foregoing document on behalf of said company for its stated purpose.




Notary Public

EXHIBIT A
(Legal Descriptions of Property)

COMMON AREAS, PRIVATE ROADS AND LOTS 1 THROUGH 52, THE VILLAGE AT RIVERWALK A PLANNED RESIDENTIAL DEVELOPMENT AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2005P AT PAGE 278 AS ENTRY NO. 9478426.

ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N0°04'29"E 98.24 FEET AND S89°44'17"E 2005.28 FEET AND N22°38'54"W 110.83 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

RUNNING THENCE N00°28'10"W 695.31 FEET; THENCE N08°24'59"W 389.91 FEET; THENCE N89°31'50"E 16.32 FEET TO A POINT ON THE WEST LINE OF THE JORDAN RIVER PARKWAY AS SURVEYED BY FLOYD LYLE PAGE (LS NO.4614) OF THE UTAH DEPARTMENT OF TRANSPORTATION (SALT LAKE COUNTY SURVEYORS OFFICE RECORD OF SURVEY (S89-07-0333)); THENCE SOUTHERLY ALONG THE WEST LINE OF SAID RIVER PARKWAY THE FOLLOWING SIX (6) COURSES AND DISTANCES: (1) S55°22'54"E 194.64 FEET; (2) S08°23'17"E 30.88 FEET; (3) S55°22'54"E 123.13 FEET TO A POINT OF CURVATURE; (4) THENCE SOUTHEASTERLY 145.51 FEET ALONG THE ARC OF A 351.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS S43°30'21"E 144.47 FEET) TO A POINT OF TANGENCY; (5) S31°37'46"E 1061.22 FEET TO A POINT OF CURVATURE; (6) SOUTHERLY 139.56 FEET ALONG THE ARC OF A 316.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S18°58'38"E 138.43 FEET) TO A POINT OF TANGENCY; THENCE S06°19'29"E 569.16 FEET TO A POINT ON AN EXISTING OLD ESTABLISHED FENCE LINE; THENCE WESTERLY ALONG SAID OLD ESTABLISHED FENCE LINE THE FOLLOWING TEN (10) COURSES AND DISTANCES: (1) S89°43'10"W 11.03 FEET; (2) N87°45'24"W 65.32 FEET; (3) N87°56'44"W 150.00 FEET; (4) N87°36'23"W 73.09 FEET; (5) S89°49'44"W 47.95 FEET; (6) N87°32'40"W 49.14 FEET; (7) N88°41'06"W 99.83 FEET; (8) N88°47'31" WEST 107.39 FEET; (9) N88°45'37"W 252.61 FEET; (10) N88°26'22"W 236.52 FEET; THENCE N89°15'58"W 140.87 FEET; THENCE N88°55'57"W 69.25 FEET; THENCE N89°06'34"W 43.87 FEET; THENCE S89°15'03"W 74.17 FEET; THENCE S88°17'43"W 122.49 FEET; THENCE N06°00'46"E 2.86 FEET; THENCE SOUTHWESTERLY 22.66 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS S44°37'38"W 22.52 FEET); THENCE SOUTHERLY 165.24 FEET ALONG THE ARC OF A 286.00 FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARS S17°15'28"W 162.95 FEET); THENCE S00°42'23"W 346.22 FEET; THENCE SOUTHERLY 137.61 FEET ALONG THE ARC OF A 514.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S08°22'33"W 137.20 FEET); THENCE S16°02'44"W 74.50 FEET; THENCE SOUTHERLY 35.02 FEET ALONG THE ARC OF A 486.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S13°58'53"W 35.01 FEET); THENCE N88°01'19"E 204.72 FEET; THENCE S60°01'17"E 25.58 FEET; THENCE S23°47'01"E 555.53 FEET; THENCE S84°37'04"W 283.25 FEET; THENCE N05°42'39"E 128.07 FEET; THENCE N89°27'14"W 317.12 FEET; THENCE N03°30'59"W 405.39 FEET; THENCE N88°01'19"E 62.18 FEET; THENCE N00°42'34"E 180.80 FEET; THENCE S89°17'26"E 111.85 FEET; THENCE ON A 486.00 FOOT RADIUS CURVE TO THE LEFT 65.91 FEET, (CHORD BEARS N04°35'29"E 65.86 FEET); THENCE N00°42'23"E 346.22 FEET; THENCE NORTHERLY 226.34 FEET ALONG THE ARC OF 314.00 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS N21°21'25"E 221.47 FEET); THENCE NORTHEASTERLY 35.16 FEET ALONG THE ARC OF A 60.00 RADIUS CURVE TO THE LEFT (CHORD BEARS N25°13'18"E 34.66 FEET); THENCE NORTHERLY 17.37 FEET ALONG THE ARC OF A 50.00 RADIUS CURVE TO THE RIGHT (CHORD BEARS N18°23'18"E 17.28 FEET); THENCE N06°00'46"E 37.45 FEET; THENCE N89°17'36"W 309.93 FEET; THENCE N00°42'23"E 127.00 FEET; THENCE N89°17'37"W 4.78 FEET; THENCE N00°10'59"E 258.59 FEET; THENCE S89°17'37"E 9.51 FEET; THENCE N04°08'44"W 133.06 FEET; THENCE N09°02'05"W 176.44 FEET; THENCE N87°59'03"E 134.03 FEET; THENCE S27°51'17"E 5.02 FEET; THENCE S89°09'37"E 750.70 FEET TO THE POINT OF BEGINNING. CONTAINS 49.73 ACRES.

(CONTINUED)

LESS AND EXCEPTING ALL OF UNITS 1,2 AND 3 IN BUILDINGS 1 THROUGH 24, THE VILLAGE AT RIVERWALK A PLANNED RESIDENTIAL DEVELOPMENT AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2005P AT PAGE 278 AS ENTRY NO. 9478426.

SAID UNITS AND BUILDINGS ALSO BEING DESCRIBED AS:

BEGINNING AT A POINT WHICH IS NORTH 0°04' 29" EAST 98.24 FEET AND SOUTH 89°44'17"EAST 2005.28 FEET AND SOUTH 22°38'54"WEST 110.83 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

RUNNING THENCE NORTH 00°28'10"WEST 367.48 FEET; THENCE EAST 304.61 FEET; THENCE SOUTH 22° 40'36" EAST 571.95 FEET; THENCE SOUTH 10°11'39" EAST 128.01 FEET; THENCE SOUTHERLY 124.58 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, (CHORD BEARS SOUTH 44° 48'23" EAST 117.26 FEET); THENCE SOUTH 10° 29'22" EAST 234.64 FEET; THENCE SOUTH 02°51'26" EAST 93.85 FEET; THENCE SOUTH 88°42'05" EAST 143.94 FEET; THENCE SOUTH 01°17'55" WEST 132.22 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE THE FOLLOWING EIGHT (8) COURSES AND DISTANCES (1) NORTH 87°56'44" WEST 58.66 FEET; (2) NORTH 87°36'23" WEST 73.09 FEET; (3) SOUTH 89°49'44"WEST 47.95 FEET; (4) NORTH 87°32'40" WEST 49.14 FEET; (5) NORTH 88°41'06" WEST 99.83 FEET; (6) NORTH 88°47'31" WEST 107.39 FEET; (7) NORTH 88°45'37" WEST 252.61 FEET; (8) NORTH 88°26'22" WEST 114.36 FEET; THENCE NORTH 24°43'25" EAST 221.13 FEET; THENCE WESTERLY 27.96 FEET ALONG THE ARC OF A 44.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, (CHORD BEARS NORTH 77°51'17"WEST 27.49 FEET); THENCE NORTHWESTERLY ALONG THE ARC OF 255.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, (CHORD BEARS NORTH 52° 00'48" WEST 67.79 FEET); THENCE NORTHWESTERLY 38.13 FEET ALONG THE ARC OF A 109.86 FOOT NON-TANGENT CURVE TO THE RIGHT, (CHORD BEARS NORTH 34° 25'51" WEST 37.94 FEET); THENCE NORTH 30°23'26" WEST 20.23 FEET; THENCE NORTH 29°08'07" EAST 147.02 FEET; THENCE NORTH 20°41'51" EAST 71.13 FEET; THENCE NORTH 93.25 FEET; THENCE NORTH 21°23'24" WEST 98.16 FEET; THENCE NORTH 21°23'24" WEST 32.09 FEET; THENCE NORTH 22°38'50" WEST 110.83 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THAT PORTION KNOWN AS PARCEL "A" OPEN SPACE, AS REFERENCED ON THE AFFOREMENTIONED PLAT MAP FOR THE VILLAGE AT RIVERWALK A PLANNED RESIDENTIAL DEVELOPMENT.

SIDWELL Nos. 27-14-276-026, 27-11-476-025, 27-14-226-019, 27-14-226-020, 27-14-226-021, 27-14-226-022, 27-14-203-024, 27-14-203-028, 27-11-451-018, 27-11-476-019, 27-14-203-030, 27-14-203-020.