

WHEN RECORDED RETURN TO:
Wadsworth Development Group
166 East 14000 South, Suite 210
Draper, UT 84020
Attn: Susan Forbush

Affecting Tax Parcel No.: 21-23-478-001

12071057
06/15/2015 02:43 PM \$20.00
Book - 10334 Pg - 645-649
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WADSWORTH DEVELOPMENT GROUP
166 EAST 14000 SOUTH, STE 210
DRAPER UT 84020
BY: TJP, DEPUTY - WLS.P.

**FIRST AMENDMENT TO
DECLARATION OF EASEMENTS, RESTRICTIONS
AND COVENANTS**

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS (this "First Amendment") is made as of the 12 day of June, 2015 ("Effective Date"), by Riverwalk Investments II, LLC, a Utah limited liability company ("Declarant").

RECITALS

A. Declarant made and entered into that certain Declaration of Easements, Restrictions and Covenants on March 14, 2013 (the "Original Declaration"). The Original Declaration was recorded in the real property records for Salt Lake County on March 15, 2013, as Entry 11597237, in Book 10117 at Page 4719, and affects that certain real property located in Salt Lake County, State of Utah, more particularly described therein and attached hereto as Exhibit A.

B. As of the Effective Date, Declarant is the sole Approving Party and Operator under the Original Declaration.

C. Declarant now desires to amend the Original Declaration as set forth below.

AMENDMENTS

1. Defined Terms. Defined terms that are used in this First Amendment that are not defined herein will have the meaning ascribed to them in the Original Declaration. References to the "Declaration" in the Original Declaration and in this First Amendment shall mean and refer to the Original Declaration as amended by this First Amendment.

2. Representation of Authority. Riverwalk Investments II, LLC, represents that (i) it is the Declarant under the Declaration, (ii) except for the Progressive Parcel (which is owned by Progressive Casualty Insurance Company), it owns in fee simple the Riverwalk Center that is encumbered by the Declaration, and (iii) it is fully authorized and has the sole authority to enter into this First Amendment without the necessity of obtaining any other consents or approvals including, without limitation, any lender.

3. New Site Plan. The Site Plan referred to in Recital A of the Original Declaration and attached to the Original Declaration as Exhibit B is hereby deleted in its entirety and replaced by

the Site Plan attached hereto as Exhibit B. All references to the Site Plan in the Declaration shall mean the Site Plan attached hereto as Exhibit B.

4. Parking Easement. The heading to Section 2.1 of the Original Declaration is hereby deleted in its entirety and replaced with: “2.1 **Access, Parking, Ingress and Egress, Perpetual Access Drive.**”

Furthermore, the 4th and 5th lines of Section 2.1 of the Original Declaration are hereby deleted in their entirety and replaced with the following:

“ . . . use the same, for the purposes of access, parking, ingress and egress of pedestrian and vehicular traffic over and across those improved thoroughfares, approaches, parking areas and driveways in the Riverwalk Center as identified on . . . ”

5. Topgolf Facility. Declarant hereby acknowledges and agrees that, notwithstanding any provision in Article 5 of the Declaration to the contrary, the use of the Topgolf parcel as a “Topgolf” driving range with related teaching facilities and clubhouse, full service indoor and outdoor restaurant, café/bar/grill facilities serving alcoholic beverages and related amenities, meeting and event facilities also serving alcoholic beverages (collectively, the “**Topgolf Facility**”) shall be expressly permitted under the Declaration and such Topgolf Facility shall be deemed to comply with Article 5 of the Declaration.

6. No Obstructions. No owner of any Parcel in Riverwalk Center shall erect or permit to be erected any building, structure, sign, advertising device, landscaping, or other obstruction on any portion of the Parcels in Riverwalk Center, which does not comply with the height limitations required under the zoning ordinances applicable to the Riverwalk Center as of the date of this First Amendment.

7. No Further Modification. Except as specifically set forth to the contrary in this First Amendment, Declarant hereby ratifies, confirms and incorporates by reference herein as if fully set forth each and every term, representation, warranty, condition and covenant of the Original Declaration which shall remain in full force and effect. In the event of any conflict between the provisions of the Original Declaration and this First Amendment, the provisions of this First Amendment shall govern and control.

[Signature and notary acknowledgement on following page.]

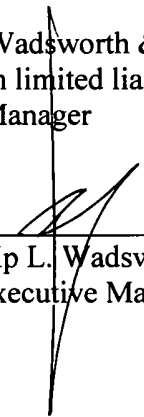
Executed to be effective as of the date first written above:

Declarant:

RIVERWALK INVESTMENTS II, LLC,
a Utah limited liability company

By: Wadsworth Riverwalk II, LLC,
a Utah limited liability company
Its: Manager

By: Wadsworth & Sons III, LLC,
a Utah limited liability company
Its: Manager

By: 
Kip L. Wadsworth
Its: Executive Manager

STATE OF Utah)
COUNTY OF Salt Lake)^{SS}

On this 12 day of June, 2015, personally appeared before me Kip L. Wadsworth, Executive Manager of Wadsworth & Sons III, LLC, a Utah limited liability company, the Manager of Wadsworth Riverwalk Investments II, LLC, a Utah limited liability company, the Manager of Riverwalk Investments II, LLC, a Utah limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the foregoing Lease in the capacity therein stated and as the act and deed of said limited liability company.

My commission expires:

10/11/15

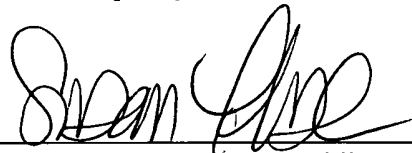

Susan Forbush, Notary Public
Residing at Draper, Utah



EXHIBIT A

All of Lot 4A, RIVER WALK AT BINGHAM JUNCTION LOT 4 AMENDED, according to the official plat thereof, filed in Book "2008P" of Plats, at Page 146 of the Official Records of the Salt Lake County Recorder (as said plat shall heretofore been corrected by various Affidavits filed in the Office Records of the Salt Lake County Recorder).

-and-

Beginning at a point on the East line of River Gate Drive said point also being North 00°18'00" feet along the Section line and West 872.64 from the Southeast Corner of Section 23 Township 2 South, Range 1 West, Salt Lake Base and meridian feet and running:

Thence South 45°19'31" West 392.02 feet;
Thence North 50°59'54" West 221.17 feet;
Thence North 44°40'27" West 100.00 feet;
Thence North 45°19'31" East 246.38 feet;
Thence Southeasterly 267.04 feet along the arc of a 170.00 foot radius curve to the right (center bears South 44°40'29") East and the chord bears South 89°40'29" East 240.42 feet with a central angle of 90°00'00");
Thence South 44°40'29" East 149.83 feet to the point of beginning.

EXHIBIT B

