

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

Limited Common Area and Fences

This SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE VILLAGE AT RIVERWALK, P.U.D. ("Second Amendment") is effective when recorded with the Salt Lake County Recorder's Office by the Riverwalk Estates Homeowners Association ("Estates Association") and the Riverwalk Executive Homeowners Association ("Executive Association")(collectively "Associations").

RECITALS

WHEREAS, the Estates Association and the Executive Association are Utah non-profit corporations, which were created by the *Declaration of Covenants, Conditions and Restrictions of the Village at Riverwalk Estates, PUD and Declaration of Covenants, Conditions and Restrictions of the Village at Riverwalk Executive Town Homes, PUD*, both on September 14, 2005, recorded in the Salt Lake County Recorder's Office as Entry No. 9489745 and Entry No. 9489744 respectively ("Original Declarations");

WHEREAS, the *Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Village at Riverwalk, P.U.D.* was recorded in the Salt Lake County Recorder's Office on October 25, 2006 as Entry No. 9887649 ("Amended Declaration"), which superseded the Original Declarations;

WHEREAS, the *Amendment to Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions for the Village at Riverwalk, P.U.D.* was recorded in the Salt Lake County Recorder's Office on July 3, 2008 at Entry No. 10471612 ("First Amendment");

WHEREAS, this Second Amendment affects the real property situated in Salt Lake County, Utah, described with particularity on Exhibit A (the "Project"), which exhibit is attached hereto and incorporated in this Second Amendment by reference and shall be

binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof;

WHEREAS, there are 137 total Lots in the Project, with 53 of those Lots being Estate Lots and 84 Lots being Executive Lots;

WHEREAS, pursuant to the First Amendment, all Lot Owners in the Project (137 total Lots) are members of the Estates Association;

WHEREAS, pursuant to the First Amendment, all Owners of Executive Lots are also members of the Executive Association (in addition to being members of the Estates Association);

WHEREAS, the Associations desire to clarify the topics of limited common areas and fences in the Project;

WHEREAS, pursuant to Utah Code §57-8a-104(1)(a)(i)(A), the undersigned certifies that this Second Amendment was approved by at least sixty-seven (67%) of the total votes of the Owners;

WHEREAS, unless specifically modified herein, all remaining provisions of the Amended Declaration shall remain in full force and effect;

WHEREAS, in case of any conflict between the terms of this Second Amendment and the terms of the Amended Declaration, the provisions of this Second Amendment shall control;

WHEREAS, unless otherwise provided in this Second Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Amended Declaration.

NOW THEREFORE, the Estates Association and the Executive Association hereby make the following amendment to the Amended Declaration:

SECOND AMENDMENT

1. Article I (Definitions), Section (o) is hereby deleted in its entirety and shall be replaced with the following:

(o) "Limited Common Area" shall mean and refer to those portions of the Executive Common Areas reserved for the exclusive use of certain Executive Lots, as specified on the Plat or as may be determined by the Executive Association Board. The use and occupancy of the Limited Common Areas shall be reserved to the applicable Executive Lots, and each

applicable Executive Lot Owner is hereby granted an irrevocable license to use and occupy the same so long as such Owner owns the Executive Lot associated with such Limited Common Area. Conveyance of an Executive Lot includes the use of the Limited Common Area, if any, appurtenant to the Executive Lot. The Limited Common Area shall be treated as Executive Common Area for the purposes of maintenance, Maintenance Charges, and Common Expenses.

2. Section 8.22 (Fences and Walls) is hereby deleted in its entirety and shall be replaced with the following:

8.22 Fences and Walls. Fencing and walls shall be masonry, stone, vinyl, or wrought iron. Fences and walls are to be color coordinated with the approved dwelling colors. Use of landscaping materials for hedges and fencing is encouraged. No structures or fences shall be permitted in any areas designated by South Jordan City as non-buildable. Fences, walls, or hedges shall not exceed six (6) feet in height; provided, however, that no wall, fence, or opaque hedge or screening materials (other than pre-construction natural vegetation) shall be maintained within: (i) a required front yard; (ii) in any portion of a rear yard which is highly visible from any Project street or non-adjointing Lot because of the elevation or slope of the portion of the rear yard concerned unless specifically permitted by the Committee; and (iii) any portion of the Lot having a slope greater than thirty percent (30%). All fences and walls on Estates Lots must have prior written approval of the Committee.

All fencing and walls on Executive Lots must be approved in advance by the Executive Association Board. All fencing on Executive Lots must be vinyl and in a pre-approved color. The Executive Association Board may adopt additional rules and policies related to fences on Executive Lots.

----- END OF AMENDMENT -----

IN WITNESS WHEREOF, the Estates Association and the Executive Association have caused this Second Amendment to be executed by their Presidents who certify that this Second Amendment was duly approved by at least sixty-seven percent (67%) of the Owners in the Project.

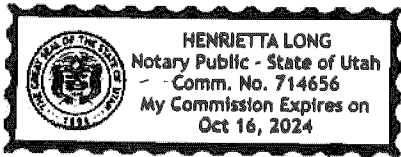
DATED as of the 21 day of June, 2022.

Riverwalk Estates Homeowners Association
A Utah Nonprofit Corporation

By: [Signature]
Its: President

State of Utah)
) ss.
County of Salt Lake)

On the 21st day of June, 2022, personally appeared before me Suzanne Williams who by me being duly sworn, did say that she/he is the President of Riverwalk Estates Homeowners Association and that the foregoing instrument is signed and executed by authority of the consent of its members.



Notary Public [Signature]

EXHIBIT A

Legal Description and Parcel Numbers

Estate Lots

All Lots and Common Area as shown on the Village at Riverwalk Plat recorded in the Office of the Salt Lake County Recorder.

Parcel Numbers: 27-11-454-001-0000 through 27-11-454-002-0000
27-11-478-001-0000 through 27-11-478-002-0000
27-11-479-001-0000 through 27-11-479-003-0000
27-11-479-004-0000 (Common Area)
27-11-479-005-0000 (Common Area)
27-14-206-001-0000 through 27-14-206-006-0000
27-14-227-001-0000 through 27-14-227-005-0000
27-14-228-001-0000 through 27-14-228-003-0000
27-14-229-001-0000 through 27-14-229-004-0000
27-14-230-001-0000 through 27-14-230-007-0000
27-14-230-008-0000 (Common Area)
27-14-231-001-0000 (Common Area)
27-14-231-002-0000 through 27-14-231-007-0000
27-14-232-001-0000 through 27-14-232-004-0000
27-14-255-001-0000 through 27-14-255-005-0000
27-14-278-001-0000 through 27-14-278-005-0000

Lot 2B as shown on the Springhill Subdivision Lot 2 Amended Plat recorded in the Office of the Salt Lake County Recorder

Parcel Number: 27-14-204-015-0000

(57 Parcels)

Executive Lots

All Units and Common Area as shown on the Cottages at Riverwalk Plat recorded in the Office of the Salt Lake County Recorder.

Parcel Numbers: 27-11-481-027-0000 through 27-11-481-060-0000

27-11-481-061-0000 (Common Area)

27-13-101-004-0000 through 27-13-101-006-0000

27-14-233-046-0000 through 27-14-233-092-0000

(85 Parcels)

(142 Total Parcels)