



W2916200

E# 2916200 PG 1 OF 10
Leann H. Kilts, WEBER COUNTY RECORDER
20-Apr-18 1201 PM FEE \$28.00 DEP DA
REC FOR: INTEGRATED TITLE INSURANCE SERVICE
ELECTRONICALLY RECORDED

Private Road Maintenance Agreement

This agreement is for the maintenance and repair of a private road easement, the legal description of which is set forth in the attached Second Supplemental Community Declaration for the Meadows at Riverbend Homeowners' Association Inc. hereto and made part of this agreement.

The right of way that is described in the aforementioned attached documents is for access to the following property:

1939 Birch Cove Street #51
Ogden, UT 84401

Buyers for this property will assume responsibility for payment of repairs and maintenance of the easement.

The term of this agreement will be ongoing until the Buyers sell the property.

X *Austin Troya*
Austin Troya

Seller Ogden South River Townhomes, LLC by SouthRiver, LLC, manager

X By: *Andi H. Hani*

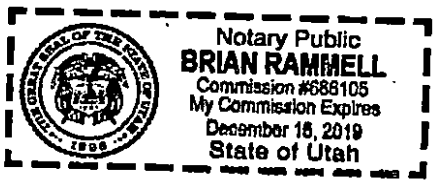
State of Utah

County of ^{on} Weber ~~Davitt~~

I attest that this document was subscribed and sworn to before me this ¹⁹ day of ^{April} ~~October~~, 2017 by *Austin Troya* and _____, as Buyers indicated above.

2018

X *Brian Rammell*
Notary Public



WITNESS the hand of said grantor, this 19th day of April, 2018.

OGDEN SOUTH RIVER TOWNHOMES, LLC, a
Utah limited liability company

BY: SOUTHRIVER, LLC, a Utah limited liability
company, Its Manager

BY: Scott A. Sauric
SCOTT A. SAURIC, Manager

STATE OF UTAH
ss.
COUNTY OF SALT LAKE

On the 19th of April, 2018, personally appeared before me SCOTT A. SAURIC, who being duly sworn did say that he, the said SCOTT A. SAURIC is the Manager of SOUTHRIVER, LLC, a Utah limited liability company, which is the Manager of OGDEN SOUTH RIVER TOWNHOMES, LLC, a Utah limited liability company and that said instrument was signed in behalf of said limited liability company by authority and said SCOTT A. SAURIC, acknowledged to me that he, as such Manager of said limited liability company, executed the same in the name of the limited liability company.

[Signature]
Notary Public -

My Commission Expires: 9/8/21
Commission No.: 696201





W2750737

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LEANN R KILTS, WEBER COUNTY RECORDER
12-AUG-15 303 PM FEE \$25.00 DEP CWC
REC FOR: SOUTH RIVER LLC

WHEN RECORDED, RETURN TO:
Gregory J. Schmidt
Attorney at Law
Walker, Steiner & Schmidt, P.C.
5200 South Highland Drive, Suite 300
Holladay, Utah 84117

**SECOND SUPPLEMENTAL COMMUNITY DECLARATION
FOR
THE MEADOWS AT RIVERBEND HOMEOWNERS' ASSOCIATION, INC.**

This SECOND SUPPLEMENTAL COMMUNITY DECLARATION FOR THE MEADOWS AT RIVERBEND HOMEOWNERS' ASSOCIATION, INC. (this "Second Supplemental Declaration"), is made and entered into as of the 10 day of August, 2015, by OGDEN SOUTH RIVER TOWNHOMES, LLC, A Utah limited liability company ("Declarant").

RECITALS:

- A. Declarant has executed a certain COMMUNITY DECLARATION FOR THE MEADOWS AT RIVERBEND HOMEOWNERS' ASSOCIATION, INC. dated as of June 5, 2012, and recorded as Entry# 2583259 in the Official Records of Weber County, Utah. Declarant has also executed a certain FIRST SUPPLEMENTAL COMMUNITY DECLARATION FOR THE MEADOWS AT RIVERBEND HOMEOWNER'S ASSOCIATION, INC. dated the 5TH day of February, 2014, and recorded as Entry#2674667 in the Official Records of Weber County, Utah. The foregoing two documents are hereinafter referred to collectively as the "Community Declaration."
- B. Declarant is the owner of fee simple title to certain real property which will comprise Phase 3 and Phase 4 of the The Meadows at Riverbend more particularly described on Exhibit "A," attached hereto and made a part hereof for all purposes, as well as that certain parcel of landscaped property located between Birch Drive and the retail development located on Washington Boulevard (the "Landscape Parcel" described on Exhibit "B" attached hereto and made a part hereof for all purposes, with the foregoing parcels being hereinafter collectively referred to as the "Phase 3 & 4 Property")
- C. In accordance with the provisions of Article 3 of the Community Declaration, Declarant desires, subject to the terms and conditions of this Second Supplemental Declaration, to subject the Phase 3 & 4 Property to the terms and

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provisions of the Community Declaration by the execution and recording of this Second Supplemental Declaration.

AGREEMENT:

NOW, THEREFORE, Declarant hereby covenants, agrees and declares as follows:

1. The Landscape Parcel is hereby added to the Annexable Area as contemplated in Section 3.5 of the Community Declaration, with the addition of such property having been approved by a majority vote of the Board on June __, 2015. As the Landscape Parcel is part of the Association Area, the Association shall be responsible for the care and maintenance of the Landscape Parcel and the required improvements located thereon. In addition to the provisions of Section 5.3 of the Community Declaration, if the Declarant, or the Association as applicable, fails to install required landscaping and other authorized Improvements on the Landscape Parcel as contemplated in the Development Agreement, as such has and may hereafter be amended, or if the Association fails to adequately maintain the Landscape Parcel or the improvements located thereon according to applicable standards, Ogden City shall have the right to enter the Landscape Parcel and perform any necessary construction or repairs to the improvements on the Landscape Parcel, after first giving the Association 15 days' notice of its intent to cure such deficiencies, and providing a reasonable opportunity for the Association to cure any such identified deficiencies. If the Association fails to cure such identified deficiencies in a timely manner, Ogden City may thereafter, at its sole discretion, exercise its right to cure all such deficiencies or such portion of the identified deficiencies as Ogden City may in its sole discretion elect to perform. Upon completion of such work, Ogden City shall submit an itemized invoice for the cost of the construction or repair work, as applicable, to the Association, and the Association shall be obligated to remit payment for such invoice to Ogden City within twenty (20) calendar days of the Association's receipt of such demand. The Association shall pay the invoice from existing funds, including the Common Assessment Fund and Capital Replacement Reserve Fund. If the Association fails to pay the invoice in a timely manner, and without prejudice to any other remedy which Ogden City may have, Ogden City may submit a written demand for payment of the invoice to each owner of a property within the Association Area demanding that each owner pay for their proportionate share of such invoice according to the proportion that each such owner is responsible for payment of common expenses of the Association, and Ogden City shall have the right to recover such payments in the same manner as the Association is authorized to collect common assessments. Failure of an owner to pay such owner's proportionate share of such invoice within thirty (30) calendar days shall be deemed a delegation of authority by the Association

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to Ogden City to act with the same powers and authority as granted to the Association with regard to unpaid assessments and to pursue such additional remedies as may then be available to the Association under Utah law.

2. The Phase 3 & 4 Property shall be owned, held, transferred, leased, sold, used, insured, encumbered, conveyed and occupied subject to the covenants, conditions, restrictions, easements, liens and charges set forth in the Community Declaration as amended by the First Supplemental Declaration and this Second Supplemental Declaration, and as may hereafter be amended from time to time, which covenants, conditions, restrictions, easements, liens, and charges shall be covenants running with the land and shall be a burden and a benefit to Declarant, its successors, legal representatives and assigns, and any persons acquiring or holding any interest in all or any portion of the Phase 3 & 4 Property, their grantees, successors, heirs, executors, administrators, legal representatives and assigns.
3. Members owning Units within the Phase 3 & 4 Property shall have the voting rights generally set forth in Section 4.4 of the Community Declaration and Article 3.3 of the Bylaws of the Association.
4. The land classification of the Phase 3 & 4 Property is residential.
5. To the extent that the annexation of the Phase 3 & 4 Property into the Association Area has the direct effect of increasing the current budgeted expenses for the Association by more than twenty percent (20%) or substantially overburdens the Common Areas, Declarant agrees to subsidize directly to the Association no less than the amount of any excess expenses for the year 2015 in excess of one-hundred-twenty percent (120%) of the current budgeted expenses of the Association for the year 2015.
6. Subsequent to the recording of this Second Supplemental Declaration, the "Association Area" as referenced in Section 2.5 of the Community Declaration shall be as set forth on Exhibit "C," attached hereto and made a part hereof for all purposes.
7. For purposes of amending, interpreting and applying the terms and provisions of this Second Supplemental Declaration, this Second Supplemental Declaration shall be deemed to constitute a part of the Community Declaration. Except as expressly otherwise defined herein, capitalized terms used in this Second Supplemental Declaration shall have the meanings ascribed to such terms in the Community Declaration.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Second Supplemental Declaration to be effective for all purposes as of the date first written above.

DECLARANT: Ogden South River Townhomes, LLC, a Utah limited liability company

By: South River, LLC, Its Manager

By: Scott Saurie
Its: manager

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

I hereby certify that on this 10 day of August, 2015, before the subscriber, a Notary Public for the State of Utah, and for the County of Salt Lake, personally appeared Scott Saurie, know to me (or satisfactorily proven) to be the person described in the foregoing instrument, who did acknowledge that he executed the same in the capacity therein stated and for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.

[Signature]
Notary Public, State of Utah

Printed name of Notary: Brian Rammell

My commission expires: 12-15-15



EXHIBIT "A"

The following parcels of real property being collectively described as the "Phase 3 & Phase 4 Property."

(PHASE 3 BOUNDARY DESCRIPTION)

A PORTION OF LOT 5 OF THE OGDEN RIVER DRIVE SUBDIVISION, ALSO BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5 BEING ON THE NORTH RIGHT-OF-WAY LINE OF 20TH STREET LOCATED SOUTH 88°41'22" EAST 428.11 FEET ALONG THE MONUMENTED CENTER LINE OF SAID 20TH STREET AND NORTH 01°17'55" EAST 40.00 FEET FROM THE EXISTING CENTERLINE INTERSECTION MONUMENT AT 20TH STREET AND GRANT AVENUE; RUNNING THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 88°41'22" WEST 170.47 FEET TO THE EAST LINE OF THE MEADOWS AT RIVR BEND PHASE 2; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF THE MEADOWS AT RIVR BEND PHASE I NORTH 00°58'17" EAST 202.78 FEET; THENCE SOUTH 88°37'58" EAST 121.51 FEET; THENCE NORTH 46°22'02" EAST 28.28 FEET; THENCE NORTH 01°22'02" EAST 264.78 FEET; THENCE NORTH 07°54'55" WEST 28.23 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PARK BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 71°10'49" EAST 36.53 FEET; THENCE SOUTH 01°17'55" WEST 138.58 FEET; THENCE SOUTH 88°41'22" EAST 36.99 FEET; THENCE SOUTH 01°17'55" WEST 148.28 FEET; THENCE NORTH 88°41'22" WEST 37.00 FEET; THENCE SOUTH 01°17'55" WEST 241.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.15 ACRES.

(PHASE 4 BOUNDARY DESCRIPTION)

A PORTION OF LOT 5 OF THE OGDEN RIVR DRIV SUBDIVISION, ALSO BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF THE MEADOWS AT RIVR BEND PHASE I SUBDIVISION BEING LOCATED SOUTH 88°41'22" EAST 428.11 FEET ALONG THE MONUMENTED CENTER LINE OF 20TH STREET AND NORTH 01°17'55" EAST 40.00 FEET AND NORTH 88°41'22" WEST 170.47 FEET AND NORTH 00°58'17" EAST 202.78 FEET FROM THE EXISTING MONUMENT AT THE INTERSECTION OF 20TH STREET AND GRANT AVENUE; RUNNING THENCE ALONG SAID EAST BOUNDARY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 00°58'17" EAST 108.09 FEET; (2) ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 66.55 FEET; (3) NORTH 18°44'43" WEST 80.60 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PARK BOULEVARD; THENCE ALONG SAID SOUTH LINE NORTH 71°10'49" EAST 191.51 FEET; THENCE SOUTH 07°54'55" EAST 28.23 FEET; THENCE SOUTH 01°22'02" WEST 264.79 FEET; THENCE SOUTH 46°22'02" WEST 28.28 FEET; THENCE NORTH 88°37'58" WEST 121.51 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.00 ACRES.

03-050-0001-0014 /cm

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EXHIBIT "B"

The following parcel of real property being described as the "Landscape Parcel."

(LANDSCAPE PARCEL DESCRIPTION)

A PORTION OF LOT 6 OF THE OGDEN RIVER DRIVE SUBDIVISION ALSO BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6 BEING LOCATED SOUTH 88°41'22" EAST 428.11 FEET ALONG THE MONUMENTED CENTER LINE OF SAID 20TH STREET AND NORTH 01°17'55" EAST 40.00 FEET AND NORTH 01°17'55" WEST 241.00 FEET FROM THE EXISTING CENTERLINE INTERSECTION MONUMENT AT 20TH STREET AND GRANT AVENUE; RUNNING THENCE ALONG THE WEST LINE OF SAID LOT 6 NORTH 01°17'55" EAST 148.28 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE NORTH LINE OF SAID LOT 6 SOUTH 88°41'22" EAST 36.99 FEET; THENCE SOUTH 01°17'55" WEST 148.28 FEET TO THE SOUTH LINE OF SAID LOT 6; THENCE ALONG SAID SOUTH LINE NORTH 88°41'22" WEST 37.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.126 ACRES.

EXHIBIT "C"
(LEGAL DESCRIPTION OF CURRENT ASSOCIATION AREA)

(PHASE 1 BOUNDARY DESCRIPTION)

A part of the Southeast Quarter of Section 29, Township 6 North, Range 1 West of the Salt Lake Base and Meridian, more particularly described as follows:

LOTS 1 – 15, THE MEADOWS AT RIVER BEND – PHASE I, AND ALL "COMMON AREA – OPEN SPACE," "COMMON AREA – PRIVATE ALLEY," AND "COMMON AREA – LIMITED" DESCRIBED ON SAID SUBDIVISION PLAT, ACCORDING TO THE OFFICIAL SUBDIVISION PLAT THEREOF, AS RECORDED WITH THE WEBER COUNTY, UTAH RECORDER'S OFFICE ON JUNE 28, 2012, AT BOOK 73 PAGES 6&7 OF PLATS.

Parcel Identification Numbers

Lot 1 -	03-046-0001
Lot 2 -	03-046-0002
Lot 3 -	03-046-0003
Lot 4 -	03-046-0004
Lot 5 -	03-046-0005
Lot 6 -	03-046-0006
Lot 7 -	03-046-0007
Lot 8 -	03-046-0008
Lot 9 -	03-046-0009
Lot 10 -	03-046-0010
Lot 11 -	03-046-0011
Lot 12 -	03-046-0012
Lot 13 -	03-046-0013
Lot 14 -	03-046-0014
Lot 15 -	03-046-0015
Common Areas	03-046-0016

(PHASE 2 BOUNDARY DESCRIPTION)

A part of the Southeast Quarter of Section 29, Township 6 North, Range 1 West of the Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF THE MEADOWS AT RIVERBEND PHASE I BEING LOCATED NORTH 01°17'55" EAST 219.03 FEET AND SOUTH 88°37'58" EAST 40.00 FEET FROM THE OGDEN CITY MONUMENT AT THE INTERSECTION OF 20TH AND GRANT AVENUE; RUNNING THENCE ALONG SOUTHERLY BOUNDARY LINE OF SAID THE MEADOWS AT RIVERBEND PHASE I SOUTH 88°37'58" EAST 216.62 FEET; THENCE SOUTH 00°58'17" WEST 178.78 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 20TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 88°41'22" WEST 217.64 FEET TO THE EAST RIGHT-OF-WAY LINE OF GRANT AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY NORTH 01°17'55" EAST 178.99 FEET TO THE POINT OF BEGINNING.

Contains 38,842 sq. Ft. Or 0.89 acres more or less

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(PHASE 3 BOUNDARY DESCRIPTION)

A PORTION OF LOT 5 OF THE OGDEN RIVR DRIV SUBDIVISION, ALSO BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5 BEING ON THE NORTH RIGHT-OF-WAY LINE OF 20TH STREET LOCATED SOUTH 88°41'22" EAST 428.11 FEET ALONG THE MONUMENTED CENTER LINE OF SAID 20TH STREET AND NORTH 01°17'55" EAST 40.00 FEET FROM THE EXISTING CENTERLINE INTERSECTION MONUMENT AT 20TH STREET AND GRANT AVENUE; RUNNING THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 88°41'22" WEST 170.47 FEET TO THE EAST LINE OF THE MEADOWS AT RIVR BEND PHASE 2; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF THE MEADOWS AT RIVR BEND PHASE 1 NORTH 00°58'17" EAST 202.78 FEET; THENCE SOUTH 88°37'58" EAST 121.51 FEET; THENCE NORTH 46°22'02" EAST 28.28 FEET; THENCE NORTH 01°22'02" EAST 264.79 FEET; THENCE NORTH 07°54'55" WEST 28.23 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PARK BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 71°10'49" EAST 36.53 FEET; THENCE SOUTH 01°17'55" WEST 138.58 FEET; THENCE SOUTH 88°41'22" EAST 36.99 FEET; THENCE SOUTH 01°17'55" WEST 148.28 FEET; THENCE NORTH 88°41'22" WEST 37.00 FEET; THENCE SOUTH 01°17'55" WEST 241.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.15 ACRES.

(PHASE 4 BOUNDARY DESCRIPTION)

A PORTION OF LOT 5 OF THE OGDEN RIVR DRIV SUBDIVISION, ALSO BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF THE MEADOWS AT RIVR BEND PHASE 1 SUBDIVISION BEING LOCATED SOUTH 88°41'22" EAST 428.11 FEET ALONG THE MONUMENTED CENTER LINE OF 20TH STREET AND NORTH 01°17'55" EAST 40.00 FEET AND NORTH 88°41'22" WEST 170.47 FEET AND NORTH 00°58'17" EAST 202.78 FEET FROM THE EXISTING MONUMENT AT THE INTERSECTION OF 20TH STREET AND GRANT AVENUE; RUNNING THENCE ALONG SAID EAST BOUNDARY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 00°58'17" EAST 106.09 FEET; (2) ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 66.55 FEET; (3) NORTH 18°44'43" WEST 80.60 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PARK BOULEVARD; THENCE ALONG SAID SOUTH LINE NORTH 71°10'49" EAST 191.51 FEET; THENCE SOUTH 07°54'55" EAST 28.23 FEET; THENCE SOUTH 01°22'02" WEST 264.79 FEET; THENCE SOUTH 46°22'02" WEST 28.28 FEET; THENCE NORTH 88°37'58" WEST 121.51 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.00 ACRES.

Being part of the parcel with Parcel Identification #. 03-041-0017