

**AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
OF  
RIVER RUN CONDOMINIUMS  
AND  
DECLARATION OF ANNEXATION OF RIVER RUN CONDOMINIUMS, PHASE 5**

THIS AMENDMENT TO THE DECLARATION of Covenants Conditions and Restrictions of River Run Condominiums is made pursuant to the Utah Condominium Act, Utah Code Ann. §57-8-13.6, and executed this 17<sup>th</sup> day of FEBRUARY, 1998, AND AMENDS THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF RIVER RUN CONDOMINIUMS, recorded April 14, 1997, as Entry No. 6622090, in Book 7645, at Pages 1529-1555, records of Salt Lake County, which has been amended previously by the Amendment To Declaration Of Covenants Conditions And Restrictions Of River Run Condominiums and Declaration Of Annexation Of River Run Condominiums, Phase 2, recorded June 5, 1997, as Entry 6662254, in Book 7683, at Pages 2273-2276, and the Amendment To Declaration Of Covenants Conditions And Restrictions Of River Run Condominiums and Declaration Of Annexation Of River Run Condominiums, Phase 3, recorded August 6, 1997, as Entry No. 6709124, in Book 7728, at Pages 2013-2018, and the Amendment To Declaration Of Covenants Conditions And Restrictions Of River Run Condominiums and Declaration Of Annexation Of River Run Condominiums, Phase 4, recorded August 20, 1997, as Entry No. 6718815, in Book 7737, at Pages 2010-2015, records of Salt Lake County which affects all the property described in Exhibit A, attached hereto.

**ANNEXATION**

This is a Declaration of Annexation prepared pursuant to Article 11 of the previously identified Declaration of Covenants Conditions and Restrictions of River Run Condominiums.

Declarant hereby annexes the property described in Exhibit B attached hereto as a part of, and declares its intention that the property shall be subject to the Declaration of Covenants Conditions and Restrictions of River Run Condominiums referred to above, and any amendments thereto.

Any required approvals have been given.

**AMENDMENT**

**Article 2, Section 2.1.**, of the Declaration of Covenants Conditions and Restrictions of River Run Condominiums referenced above is hereby amended to read as follows:

**ARTICLE 2 - PROPERTY RIGHTS**

Section 2.1. Division into Units, Limited Common and Common Area. In order to establish a plan of condominium ownership, the condominium project is hereby divided into the following separate freehold estates:

- a. Units. The 120 separately designated and legally described freehold estates consisting of the units as defined above and designated on the map. Each unit consists
  - i. horizontally of the area within the interior surface of the sheet rock on walls which form the exterior of the building, and the lines as drawn on the map as constituting boundaries between the unit and common or limited common areas or between the unit and other units, and
  - ii. vertically from the exterior surface of the floor of the unit up to the interior surface of the ceiling. Mechanical equipment and appurtenances located within any one unit or located without said unit but designated and designed to serve only that unit, such as appliances, electrical receptacles and outlets, air conditioning and compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the unit, as shall all decorated interiors, all surfaces of the interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim consisting of, inter alia and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility

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lines or installations constituting a part of the unit and serving only the unit, and any structural members of any other property of any kind, including fixtures and appliances within any unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the unit is situated shall be considered part of the unit.

Appurtenant to and inseparable from each unit shall be a percentage ownership in common areas and facilities and a par value according to the following table:

Unit #	Square Footage	% Ownership of Common Areas and Facilities	Par Value
1	1,232	.9670	.9670
2	1,232	.9670	.9670
3	1,070	.8399	.8399
4	1,070	.8399	.8399
5	1,232	.9670	.9670
6	1,232	.9670	.9670
7	1,070	.8399	.8399
8	1,070	.8399	.8399
9	1,232	.9670	.9670
10	1,232	.9670	.9670
11	1,070	.8399	.8399
12	1,070	.8399	.8399
13	946	.7426	.7426
14	946	.7426	.7426
15	946	.7426	.7426
16	946	.7426	.7426
17	946	.7426	.7426
18	946	.7426	.7426
19	1,070	.8399	.8399
20	1,070	.8399	.8399
21	1,070	.8399	.8399
22	1,070	.8399	.8399
23	1,070	.8399	.8399
24	1,070	.8399	.8399
25	946	.7426	.7426
26	946	.7426	.7426
27	946	.7426	.7426
28	946	.7426	.7426
29	946	.7426	.7426
30	946	.7426	.7426
31	946	.7426	.7426
32	946	.7426	.7426
33	946	.7426	.7426
34	946	.7426	.7426
35	946	.7426	.7426
36	946	.7426	.7426
37	1,232	.9670	.9670
38	1,232	.9670	.9670
39	1,232	.9670	.9670
40	1,232	.9670	.9670
41	1,232	.9670	.9670
42	1,232	.9670	.9670
43	1,070	.8399	.8399
44	1,070	.8399	.8399
45	1,070	.8399	.8399
46	1,070	.8399	.8399
47	1,070	.8399	.8399

48	1,070	.8399	.8399
49	1,232	.9670	.9670
50	1,232	.9670	.9670
51	1,232	.9670	.9670
52	1,070	.8399	.8399
53	1,070	.8399	.8399
54	1,070	.8399	.8399
55	1,070	.8399	.8399
56	1,070	.8399	.8399
57	1,070	.8399	.8399
58	1,232	.9670	.9670
59	1,232	.9670	.9670
60	1,232	.9670	.9670
61	946	.7426	.7426
62	946	.7426	.7426
63	946	.7426	.7426
64	946	.7426	.7426
65	946	.7426	.7426
66	946	.7426	.7426
67	946	.7426	.7426
68	946	.7426	.7426
69	946	.7426	.7426
70	946	.7426	.7426
71	946	.7426	.7426
72	946	.7426	.7426
73	1,070	.8399	.8399
74	1,070	.8399	.8399
75	1,070	.8399	.8399
76	1,232	.9670	.9670
77	1,232	.9670	.9670
78	1,232	.9670	.9670
79	1,232	.9670	.9670
80	1,232	.9670	.9670
81	1,232	.9670	.9670
82	1,070	.8399	.8399
83	1,070	.8399	.8399
84	1,070	.8399	.8399
85	1,232	.9670	.9670
86	1,232	.9670	.9670
87	1,232	.9670	.9670
88	1,070	.8399	.8399
89	1,070	.8399	.8399
90	1,070	.8399	.8399
91	1,070	.8399	.8399
92	1,070	.8399	.8399
93	1,070	.8399	.8399
94	1,232	.9670	.9670
95	1,232	.9670	.9670
96	1,232	.9670	.9670
97	1,070	.8399	.8399
98	1,070	.8399	.8399
99	1,070	.8399	.8399
100	1,070	.8399	.8399
101	1,070	.8399	.8399
102	1,070	.8399	.8399
103	946	.7426	.7426
104	946	.7426	.7426

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105	946	.7426	.7426
106	946	.7426	.7426
107	946	.7426	.7426
108	946	.7426	.7426
109	946	.7426	.7426
110	946	.7426	.7426
111	946	.7426	.7426
112	946	.7426	.7426
113	946	.7426	.7426
114	946	.7426	.7426
115	946	.7426	.7426
116	946	.7426	.7426
117	946	.7426	.7426
118	946	.7426	.7426
119	946	.7426	.7426
120	946	.7426	.7426
TOTAL	127,398	100.00	100.00

The minimum number of units which shall be constructed is 192. In this event, each unit owner shall have a maximum possible percentage interest in the common elements as follows:

<u>Unit Type</u>	<u>% Interest</u>
Units with 1232 sf	.5862%
Units with 1070 sf	.5091%
Units with 946 sf	.4501%

The maximum number of units which shall be constructed is 264. In this event, each unit owner shall have a minimum possible percentage interest in the common elements as follows:

<u>Unit Type</u>	<u>% Interest</u>
Units with 1232 sf	.4204%
Units with 1070 sf	.3651%
Units with 946 sf	.3228%

These par values may not be changed except by amendment or expansion as provided herein. No unit may be further subdivided. No unit owner shall execute any deed, mortgage, lease or other instrument conveying, leasing or encumbering title to the unit without including therein all interests appurtenant thereto. The purpose of this restriction is to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed to include any omitted interest, even though not expressly mentioned or described therein. Each unit owner has an unrestricted right of ingress and egress to the unit which is appurtenant to ownership of the unit.

Units may be combined in use if owned by the same unit owner.

- b. Limited Common Areas. Limited Common Areas, designated on the map, by double cross hatched areas may include carports, balconies, decks and covered decks appurtenant to certain units as contained in the Plat. The exclusive right to use and occupy each limited common area, if any, shall be appurtenant to and shall pass with the title to the unit with which it is associated. Each owner of a unit is hereby granted an irrevocable and exclusive license to use and occupy the limited common areas and facilities reserved exclusively for the use of the unit, subject to the residual rights of the Association therein.
- c. Common Areas and Facilities. A freehold estate consisting of the remaining portion of the real property as defined above as the "common areas and facilities." Every owner shall have a right and easement of use and enjoyment in and to the common area which easement shall be appurtenant to and shall pass with the title to every unit, subject to the following provisions:
  - (i) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

- (ii) The right of the Association to limit the number of guests of members using the common area.
- (iii) The right of the Association to suspend the voting rights and/or common utility service of a member for any period during which any assessment or portion thereof against the unit remains unpaid; and for a period of not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (iv) The right of the Association to enter into agreements or leases which provide for use of the common areas and facilities by a similar Association in consideration for use of the common areas and facilities of the other Association, or for cash consideration;
- (v) The right of the Association with the approval of seventy-five percent (75%) of each class of owners, to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the common area to any private individual, corporate entity, public agency, authority, or utility.
- (vi) The right of the Association to grant easements for public utilities or other public purposes consistent with the intended use of the common area by the Association.
- (vii) The right of the Association to take such steps as are reasonably necessary or desirable to protect the common area against foreclosure.
- (viii) The terms and conditions of this Declaration.
- (ix) The right of each individual unit owner to the exclusive use of the limited common area adjacent and appurtenant to the respective unit.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 17<sup>th</sup> day of FEBRUARY, 1998.

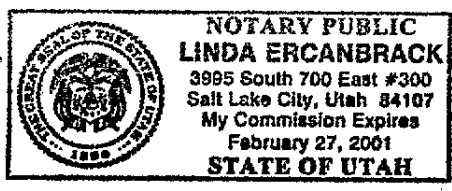
DECLARANT:  
ORD & RODGERS HOMES—JORDAN RIVER, L.C.

By J E Ord  
John E. Ord, President  
Ord Properties, Inc., Manager

STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

On this 17<sup>th</sup> day of February, 1998, before me personally appeared John E. Ord, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is President of Ord Properties, Inc., Manager of Ord & Rodgers Homes—Jordan River, L.C., a limited liability company and that the foregoing document was signed by him on behalf of that Company by proper authority and he acknowledged before me that the Company executed the document and the document was the act of the Company for its stated purpose.

Linda Ercanbrack  
NOTARY PUBLIC  
Address: 3995 So. 700 E.  
My Commission Expires: 2-27-2001



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## EXHIBIT "A"

### Parcel 1:

BEGINNING at a point that is S 00°05'27" E 242.552 feet, and West, 130.698 feet from the center of Section 35, Township 1 South, Range 1 West, Salt Lake Base & Meridian; thence East, 49.027 feet; thence Southwesterly, 23.785 feet along the arc of a 46.000 foot radius curve to the left (chord bears S 27°26'31" W, 23.521 feet); thence Southwesterly, 5.402 feet along the arc of a 4.000 foot radius curve to the right (chord bears S 51°18'51" W, 5.000 feet); thence West, 29.284 feet; thence South, 42.000 feet; thence East, 33.414 feet; thence Southeasterly, 4.198 feet along the arc of a 5.000 foot radius curve to the right (chord bears S 65°56'56" E, 4.075 feet); thence Northeasterly, 98.359 feet along the arc of a 55.000 foot radius curve to the left (chord bears N 86°52'12" E, 85.766 feet); thence Northeasterly, 4.740 feet along the arc of a 5.000 foot radius curve to the right (chord bears N 62°47'43" E, 4.564 feet); thence N 89°57'10" E, 257.401 feet; thence Southwesterly, 15.842 feet along the arc of a 27.500 foot radius curve to the left (chord bears S 16°30'14" W, 15.624 feet); thence South, 118.559 feet; thence West, 160.000 feet; thence North, 17.496 feet; thence West, 20.500 feet; thence N 78°32'08" W, 34.953 feet; thence West, 20.124 feet; thence S 45°08'13" W, 248.314 feet; thence S 44°51'47" E, 20.511 feet; thence Southeasterly, 3.874 feet along the arc of a 2.500 foot radius curve to the right (chord bears S 00°28'22" E, 3.498 feet); thence Southwesterly, 64.211 feet along the arc of a 44.500 foot radius curve to the left (chord bears S 02°34'50" W, 58.783 feet); thence Southwesterly, 3.661 feet along the arc of a 2.500 foot radius curve to the right (chord bears S 03°11'25" W, 3.342 feet); thence S 45°08'13" W, 15.767 feet; thence N 44°51'47" W, 55.857 feet; thence North, 281.518 feet; thence N 89°57'23" E, 65.000 feet; thence North, 115.000 feet to the POINT OF BEGINNING. Total area contains 1.7139 acres.

Contains one recreational building, and one residential building containing 12 units.

### Parcel 2:

BEGINNING AT A POINT THAT IS S 00°05'27" E, 412.448 FEET, AND EAST, 18.558 FEET FROM THE CENTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE EAST, 20.124 FEET; THENCE S 78°32'08" E, 34.953 FEET, THENCE EAST, 20.500 FEET; THENCE SOUTH 17.496 FEET; THENCE EAST, 160.000 FEET; THENCE SOUTH 69.644 FEET TO A POINT ON A 14.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS S 22°34'06" W, 10.75 FEET); AND CONTINUING ALONG THE ARC OF SAID CURVE A DISTANCE OF 11.029 FEET; THENCE S 45°08'13" W 134.500 FEET; THENCE N 44°51'47" W 161.500 FEET; THENCE N 45°08'13" E 12.500 FEET; THENCE N 44°51'47" W, 75.000 FEET; THENCE N 45°08'13" E, 31.814 FEET TO THE POINT OF BEGINNING. CONTAINS 28451.66 SQUARE FEET OR 0.65 ACRES MORE OR LESS.

CONTAINS ONE RESIDENTIAL BUILDING CONTAINING UNITS 13-24.

### Parcel 3:

BEGINNING AT A POINT THAT IS S 00°05'27" E, 434.770 FEET, AND WEST, 3.906 FEET FROM THE CENTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S 44°51'47" E 75.000 FEET; THENCE S 45°08'13" W, 12.500 FEET; THENCE S 44°51'47" E 161.500 FEET; THENCE S 45°08'13" W 90.002 FEET; THENCE N 44°51'47" W 49.500 FEET; THENCE N 45°08'13" E 3.502 FEET; THENCE N 44°51'47" W, 187.000 FEET; THENCE N 45°08'13" E, 99.000 FEET TO THE POINT OF BEGINNING. CONTAINS 21568.095 SQUARE FEET OR 0.495 ACRES MORE OR LESS.

CONTAINS ONE RESIDENTIAL BUILDING CONTAINING UNITS 25-36.

**Parcel 4:**

BEGINNING AT A POINT THAT IS S 00°05'27" E, 504.606 FEET, AND WEST, 74.187 FEET FROM THE CENTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S44°51'47" E 187.000 FEET; THENCE S 45°08'13" W, 3.502 FEET; THENCE S 44°51'47" E 49.500 FEET; THENCE N 45°08'13" E 224.503 FEET; THENCE NORTH 188.203 FEET TO A POINT ON A 27.500 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N 16°30'13" E 15.624 FEET), AND CONTINUING ALONG THE ARC OF SAID CURVE A DISTANCE OF 15.842 FEET; THENCE N 89°57'10" E 22.062 FEET; THENCE SOUTH 221.034 FEET; THENCE S 45°08'13" W 419.333 FEET; THENCE N 44°51'47" W 198.000 FEET; THENCE N 45°08'13" E 15.767 FEET TO A POINT ON A 2.500 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N 03°11'25" W 3.342 FEET), AND CONTINUING ALONG THE ARC OF SAID CURVE 3.661 FEET TO A POINT ON A 44.500 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N 02°34'50" E 58.783 FEET); THENCE ALONG THE ARC OF SAID CURVE 64.211 FEET TO A POINT ON A 2.500 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N 00°28'22" W 3.498 FEET); THENCE ALONG THE ARC OF SAID CURVE 3.874 FEET; THENCE N 44°51'47" W 20.511 FEET; THENCE N 45°08'13" E 117.500 FEET TO THE POINT OF BEGINNING. CONTAINS 56734.846 SQUARE FEET OR 1.303 ACRES MORE OR LESS.

CONTAINS ONE RESIDENTIAL BUILDING CONTAINING UNITS 37-48.

**EXHIBIT "B"**

BEGINNING AT A POINT THAT IS S 00°05'27" E 303.444 FEET AND N 89°57'10" E 280.231 FEET FROM THE CENTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT BEING THE NORTHEAST CORNER OF RIVER RUN CONDOMINIUMS-PHASE 1, AND ALSO LYING ON THE SOUTHERN RIGHT-OF-WAY LINE OF CARLISLE PARK LANE; AND FROM SAID POINT RUNNING THENCE N 89°57'10" E 186.500 FEET ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF CARLISLE PARK LANE; THENCE SOUTH 300.497 FEET; THENCE S 45°08'13" W 232.081 FEET; THENCE S 44°51'47" E 54.871 FEET; THENCE S 45°08'13" W 94.143 FEET TO THE NORTHERN RIGHT-OF-WAY OF 3900 SOUTH STREET; THENCE ALONG SAID RIGHT-OF-WAY S 78°03'11" W 200.898 FEET; THENCE N 44°51'47" W 134.183 FEET TO THE EASTERN BOUNDARY OF RIVER RUN CONDOMINIUMS PHASE I; THENCE ALONG SAID BOUNDARY N 45°08'13" E 419.333 FEET; AND NORTH 220.034 FEET TO THE POINT OF BEGINNING.

AREA OF DESCRIBED PARCEL IS 139.908.2 SQUARE FEET OR 3.212 ACRES. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 6 RESIDENTIAL BUILDINGS CONTAINING 12 UNITS EACH. (72 TOTAL UNITS - UNITS 49-120)

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02/18/98 10:26 AM 143.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
ORD & RODGERS CONSTRUCTION INC  
5122 AVENIDA ENCINAS  
CARLSBAD CA 92008  
REC BY:V ASHBY ,DEPUTY - WI