

**AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
OF  
RIVER RUN CONDOMINIUMS  
AND  
DECLARATION OF ANNEXATION OF RIVER RUN CONDOMINIUMS, PHASE 4**

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 6<sup>TH</sup> day of AUGUST, 1997, 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 AUG 6, 1997, as Entry No. 6709124, in Book 7728, at Pages 2013 et. seq., recorded at and 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 48 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 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

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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	2.4123	2.4123
2	1,232	2.4123	2.4123
3	1,070	2.0951	2.0951
4	1,070	2.0951	2.0951
5	1,232	2.4123	2.4123
6	1,232	2.4123	2.4123
7	1,070	2.0951	2.0951
8	1,070	2.0951	2.0951
9	1,232	2.4123	2.4123
10	1,232	2.4123	2.4123
11	1,070	2.0951	2.0951
12	1,070	2.0951	2.0951
13	946	1.8523	1.8523
14	946	1.8523	1.8523
15	946	1.8523	1.8523
16	946	1.8523	1.8523
17	946	1.8523	1.8523
18	946	1.8523	1.8523
19	1,070	2.0951	2.0951
20	1,070	2.0951	2.0951
21	1,070	2.0951	2.0951
22	1,070	2.0951	2.0951
23	1,070	2.0951	2.0951
24	1,070	2.0951	2.0951
25	946	1.8523	1.8523
26	946	1.8523	1.8523
27	946	1.8523	1.8523
28	946	1.8523	1.8523
29	946	1.8523	1.8523
30	946	1.8523	1.8523
31	946	1.8523	1.8523
32	946	1.8523	1.8523
33	946	1.8523	1.8523
34	946	1.8523	1.8523
35	946	1.8523	1.8523
36	946	1.8523	1.8523
37	1,232	2.4123	2.4123
38	1,232	2.4123	2.4123
39	1,232	2.4123	2.4123
40	1,232	2.4123	2.4123
41	1,232	2.4123	2.4123
42	1,232	2.4123	2.4123
43	1,070	2.0951	2.0951
44	1,070	2.0951	2.0951
45	1,070	2.0951	2.0951
46	1,070	2.0951	2.0951
47	1,070	2.0951	2.0951
48	1,070	2.0951	2.0951
TOTAL	51,072	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.

**Article 5, Section 5.3.**, of the Declaration of Covenants Conditions and Restrictions of River Run Condominiums referenced above is hereby amended to read as follows:

Section 5.3. Maximum of Annual Assessments. Until January 1 following recording of this Declaration, the maximum annual assessment on each unit shall be as follows:

<u>Unit Type</u>	<u>Maximum</u>
Units with 946 sf	\$92 per month
Units with 1070 sf	\$104 per month
Units with 1232 sf	\$120 per month

This amount shall be the basis of calculation for future maximum annual assessments.

- (a) From and after the date referred to above the maximum annual assessment shall increase each year by five percent (5%) above the maximum assessment for the previous year, without a vote of the membership.
- (b) The Association may change the basis and maximum of the assessments fixed by this Section prospectively for any annual period provided that any such change shall have the assent of sixty-seven percent (67%) of the members, voting in person or by proxy, at a meeting duly called for this purpose.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 6<sup>th</sup> day of August, 1997.

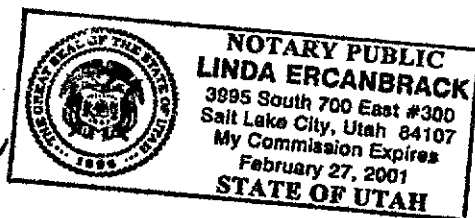
DECLARANT:  
ORD & RODGERS HOMES—JORDAN RIVER, L.C.

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

STATE OF Utah  
COUNTY OF Salt Lake ss.

On this 6<sup>th</sup> day of August, 1997, 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. 1400 E. #300  
My Commission Expires: February 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.

**EXHIBIT "B"**

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.

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08/20/97 1:55 PM 67.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
ORD PROPERTIES  
5122 AVENIDA ENCINAS  
CARLSBAD CA 92008  
REC BY: P ANDERSON ,DEPUTY - WI