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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 DAN GIFFORD
 10421 S JORDAN GATEWAY #600
 S JORDAN UT 84095
 BY: ZJM, DEPUTY - WI 8 P.

WHEN RECORDED RETURN TO:
 DG Development & Investment, Inc.
 Dan Gifford, President
 10421 South Jordan Gateway, Suite 600
 South Jordan, Utah 84095

**SUPPLEMENTAL DECLARATION 1B TO
 AMENDED & RESTATED
 DECLARATION OF COVENANTS, CONDITIONS
 AND RESTRICTIONS OF
 THE PARKVIEW AT RIVERWALK CONDOMINIUMS AND TOWN HOMES,
 AN EXPANDABLE UTAH COMDOMINIUM PROJECT**

THIS SUPPLEMENTAL DECLARATION 1B TO AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PARKVIEW AT RIVERWALK CONDOMINIUMS AND TOWN HOMES, AN EXPANDABLE UTAH COMDOMINIUM PROJECT (the "Supplemental Declaration 1B") is made this ___ day of September 2008, by D.G. DEVELOPMENT & INVESTMENT, INC., a Utah corporation ("Declarant") with reference to the following facts and is as follows.

WHEREAS, on June 23, 2008, Declarant filed an "Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Parkview at Riverwalk Condominiums and Town Homes," as Entry No. 10461081, Book 9620, beginning at Page 263 of the Official Records in the Salt Lake County Recorder's Office, State of Utah ("Amended Declaration"). The Amended Declaration incorporated and superseded both the Original Declaration and all prior supplemental declarations.

WHEREAS, Declarant has executed and filed for record in the Salt Lake County Recorder's Office, State of Utah, a "Declaration of Partial Removal From the Provisions of the Utah Condominium Ownership Act for Park View at Riverwalk, a Utah Condominium and P.U.D. Project" ("Removal Declaration"). The Removal Declaration removes certain lands covered by the Amended Declaration from the Project and from the Utah Condominium Ownership Act, Utah Code Ann. §§ 57-8-1 et seq. (the "Act").

WHEREAS, Declarant has executed and filed for record in the Salt Lake County Recorder's Office, State of Utah, a "First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Parkview at Riverwalk Condominiums and Town Homes" ("First Amendment"). The First Amendment modifies the Amended Declaration by identifying only those lands and Units not removed under the Removal Declaration as being subject to the Amended Declaration and further identifies the lands removed by the Removal Declaration as "Additional

Lands" subject to the expansion provisions contained in Article XIII of the Amended Declaration.

WHEREAS, Declarant has previously executed and filed for record in the Salt Lake County Recorder's Office, State of Utah, a "Supplemental Declaration 1A" to the Amended Declaration.

WHEREAS, Article XIII of the Amended Declaration allows Declarant to expand the Project pursuant to Section 57-8-13.6 of the Utah Condominium Ownership Act to include additional Units on the Additional Land or any portion thereof.

WHEREAS, concurrent with the recordation of this Supplemental Declaration 1B Declarant is recording a final supplemental condominium plat entitled "Park View at Riverwalk Phase 1B Condominiums" (the "Supplemental Survey Map").

WHEREAS, pursuant to Article XIII of the Original Declaration, Declarant desires to expand the Project to include 12 additional Condominium Units designated as Units B-1 through B-12.

NOW THEREFORE, in consideration of the foregoing, the Declarant hereby makes the following declaration:

1. Definitions. All capitalized terms herein have the same meaning attributed to those terms in the Amended Declaration, as amended, except where otherwise noted.

2. Submission

2.1. Submission to Act. There is hereby submitted to the provisions of the Act, that certain parcel of real property (the "Phase 1B Land") situated in the City of Midvale, Salt Lake County, State of Utah, more particularly described in Exhibit "A" attached to this Supplemental Declaration 1B and incorporated herein by this reference and all improvements now or hereafter constructed thereon;

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property;

SUBJECT TO all liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Land or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Supplemental Survey Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line or similar facility which traverses or partial occupies the above-described Land at such time as construction of all Project improvements is complete; and all easements necessary for

ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

2.2 Covenants to Run With Land. The Amended Declaration, as amended, together with this Supplemental Declaration 1B, and all the provisions of same shall constitute covenants running with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. By acquiring any interest in a Unit or in the Project, the parties acquiring such interest consents to, and agrees to be bound by, each and every provision of the Amended Declaration, as amended, and this Supplemental Declaration 1B.

3. Description

3.1 Description of the Additional Condominium Building. All Units to be constructed on the Phase 1B Land shall be Condominium Units. No Town Home Units shall be included in Phase 1B. The Condominium Building to be constructed will contain twelve Condominium Units, four on each story or level. Phase 1B of the Project shall consist of one (1) Condominium Building with twelve (12) Condominium Units. The Condominium Building will be constructed principally of concrete foundations with exterior walls of stone, masonry, and stucco veneer, asphalt shingle roofing, interior walls of wood studs, plywood and dry wall plaster. Each Condominium Building is supplied with electricity, water, sewage service, master cable TV, natural gas and air conditioning. All Condominium Buildings and other improvements, including reconstruction and additions, shall conform to the architectural drawings and plans approved by the City of Midvale for the construction of the Project. The Condominium Buildings and other improvements are fully depicted on the Supplemental Survey Map.

3.2 Description of the Additional Condominium Units. The boundary lines of each Phase 1B Condominium Unit are the undecorated and unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, interior surfaces of windows and doors, window frames and door frames and trim. Each Condominium Unit shall include both the portions of the Condominium Building that are not Common Areas and Facilities within such boundary lines and the space so encompassed. Without limitation, a Condominium Unit shall include all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, glass and window units, doors and door units, trim, carpeting, tile and linoleum and all systems, fixtures, or appliances found within the boundary lines of the Condominium Unit and servicing only that Condominium Unit. Exhibit "B" hereto contains a table setting forth the number designation of each Condominium Building and Condominium Unit. The Phase 1B Condominium Units are more particularly described in the Supplemental Survey Map.

3.3 Description of Common Areas and Facilities. The Common Areas and Facilities shall be as described in the Amended Declaration and shall include those

common areas depicted on the original Survey Map and any prior supplemental survey maps associated with the Amended Declaration together with those depicting the Phase 1B land on the Supplemental Survey Map.

3.4 Description of Condominium Common Areas and Facilities. The Condominium Common Areas and Facilities shall be as described in the Amended Declaration and shall include those common areas depicted on the original Survey Map and any prior supplemental survey maps associated with the Amended Declaration together with those depicting the Phase 1B land on the Supplemental Survey Map.

3.5 Description of Limited Common Areas. Limited Common Areas shall be as described in the Amended Declaration and shall include those common areas depicted on the original Survey Map and any prior supplemental survey maps associated with the Amended Declaration together with those depicting the Phase 1B land on the Supplemental Survey Map.

3.6 Percentages of Undivided Interest in Common Areas and Facilities and Condominium Common Areas and Facilities. The percentage of undivided interest in the Common Areas and Facilities in both Phase 1 and Phase 1B of the Project as depicted on the Survey Map and Supplemental Survey Map and which are appurtenant to each Unit and its Owner for all purposes, including voting, has been adjusted to accommodate the addition of the Phase 1B Condominium Units identified herein, and is set forth in Exhibit "B". Exhibit "B" to this Supplemental Declaration 1B shall be deemed to supersede the Exhibit "C" attached to the Amended Declaration, the modified Exhibit "C" attached to the First Amendment, and any other Exhibits "B" attached to prior Supplemental Declaration 1A. Each Unit shall have an equal undivided interest in the Common Areas and Facilities regardless of the size or value of the Unit. Each Condominium Unit shall have an equal undivided interest with other Condominium Units in the Condominium Common Areas and Facilities regardless of the size or value of the Unit.

4. Conveyance. Every deed, lease, mortgage, instrument of conveyance or sale, or other instrument affecting title to a Phase 1B Condominium Unit shall describe the Unit by its designation set forth in Exhibit "B" and in the Supplemental Survey Map with appropriate reference to the Supplemental Survey Map and this Supplemental Declaration 1B, as each shall appear on the records of the County Recorder of Salt Lake County, State of Utah. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber or otherwise affect the Condominium Unit Owner's corresponding percentage of undivided ownership in the Common Areas and Facilities as a tenant-in-common, as set forth in Exhibit "B", also incorporating all rights and limitations incident to ownership described in the Amended Declaration and the Bylaws, even though the same are not exactly mentioned or described. A description of a Condominium Unit shall be deemed sufficient if it appears in substantially the following form:

Condominium Unit _____, as shown in the Plat for Park View at Riverwalk Phase 1B Condominiums appearing in the Records of

the County Recorder of Salt Lake County, State of Utah, in Book No. _____, Page No. _____, of Plats, and as defined and described in the Supplemental Declaration 1B for Park View at Riverwalk Condominiums and Town Homes, recorded the ____ day of _____, 20 _____, as Entry No. _____.

The Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Parkview at Riverwalk Condominiums and Town Homes, as amended, includes Exhibits A, B, C, D, and E attached thereto. The Supplemental Declaration 1B of Park View at Riverwalk Condominiums and Town Homes includes Exhibits A and B attached thereto.

5. Incorporation by Reference. The covenants, obligations and requirements set forth in the Amended Declaration and First Amendment are hereby incorporated by reference and shall apply to and be fully binding upon the Phase 1B Condominium Units.

EXECUTED on the day and year first above written.

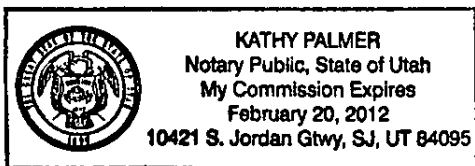
D.G. Development & Investment, Inc.
A Utah corporation

By: *Daniel Gifford*
Its: President

STATE OF UTAH)
) :ss
COUNTY OF SALT LAKE)

This is to certify that on this ____ day of September, 2008 before me, a Notary Public in and for said County and State, personally came Daniel G. Gifford, personally known to me or proved to me on the basis of satisfactory evidence, and acknowledged that he is the President of D.G. Development & Investment, Inc., and that by authority duly given by said D.G. Development & Investment, Inc., and as the act of D.G. Development & Investment, Inc., the foregoing instrument was signed in the name of the D.G. Development & Investment, Inc. by Daniel G. Gifford.

Witness by my hand and official seal this 19 day of September, 2008.



Kathy Palmer
Notary Public

EXHIBIT "A"

"Phase 1B Land" – Legal Description

Beginning at a point being South 0°18'00" West 2329.90 feet along the section line and West 1723.41 feet from the East Quarter Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running:

thence South 192.58 feet to the north line of River Reserve Court;
thence North 60°18'53" West 208.39 feet along said north line of River Reserve Court;
thence North 29°38'23" East 133.28 feet;
thence South 60°18'53" East 53.44 feet;
thence East 68.70 feet to the point of beginning.

Contains 24,064 Square Feet or 0.552 Acres

EXHIBIT "B"

Condominium and Town Home Unit Table

TOWN HOME UNITS	Percentage Interest in Common Area	Common Town Home Expense Apportionment	Percentage Interest in Condominium Common Area and Common Condominium Expense Apportionment
E-1	1.408%	2.857%	0
E-2	1.408%	2.857%	0
E-3	1.408%	2.857%	0
E-4	1.408%	2.857%	0
F-1	1.408%	2.857%	0
F-2	1.408%	2.857%	0
F-3	1.408%	2.857%	0
F-4	1.408%	2.857%	0
F-5	1.408%	2.857%	0
G-1	1.408%	2.857%	0
G-2	1.408%	2.857%	0
G-3	1.408%	2.857%	0
J-1	1.408%	2.857%	0
J-2	1.408%	2.857%	0
J-3	1.408%	2.857%	0
J-4	1.408%	2.857%	0
J-5	1.408%	2.857%	0
P-1	1.408%	2.857%	0
P-2	1.408%	2.857%	0
P-3	1.408%	2.857%	0
P-4	1.408%	2.857%	0
P-5	1.408%	2.857%	0
Q-1	1.408%	2.857%	0
Q-2	1.408%	2.857%	0
Q-3	1.408%	2.857%	0
Q-4	1.408%	2.857%	0
R-1	1.408%	2.857%	0
R-2	1.408%	2.857%	0
R-3	1.408%	2.857%	0
R-4	1.408%	2.857%	0
R-5	1.408%	2.857%	0
S-1	1.408%	2.857%	0
S-2	1.408%	2.857%	0
S-3	1.408%	2.857%	0
S-4	1.408%	2.857%	0
	1.408%		

CONDOMINIUM UNITS			
A-1	1.408%	0	2.778%
A-2	1.408%	0	2.778%
A-3	1.408%	0	2.778%
A-4	1.408%	0	2.778%
A-5	1.408%	0	2.778%
A-6	1.408%	0	2.778%
A-7	1.408%	0	2.778%
A-8	1.408%	0	2.778%
A-9	1.408%	0	2.778%
A-10	1.408%	0	2.778%
A-11	1.408%	0	2.778%
A-12	1.408%	0	2.778%
B-1	1.408%	0	2.778%
B-2	1.408%	0	2.778%
B-3	1.408%	0	2.778%
B-4	1.408%	0	2.778%
B-5	1.408%	0	2.778%
B-6	1.408%	0	2.778%
B-7	1.408%	0	2.778%
B-8	1.408%	0	2.778%
B-9	1.408%	0	2.778%
B-10	1.408%	0	2.778%
B-11	1.408%	0	2.778%
B-12	1.408%	0	2.778%
D-1	1.408%	0	2.778%
D-2	1.408%	0	2.778%
D-3	1.408%	0	2.778%
D-4	1.408%	0	2.778%
D-5	1.408%	0	2.778%
D-6	1.408%	0	2.778%
D-7	1.408%	0	2.778%
D-8	1.408%	0	2.778%
D-9	1.408%	0	2.778%
D-10	1.408%	0	2.778%
D-11	1.408%	0	2.778%
D-12	1.408%	0	2.778%
TOTAL:	100%	100%	100%