

WHEN RECORDED RETURN TO:  
 Midvale 72<sup>nd</sup> Property, Inc.  
 Dan Gifford, President  
 10421 South Jordan Gateway, Suite 600  
 South Jordan, Utah 84095

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 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 MIDVALE72ND PROPERTY INC  
 10421 S JORDAN GATEWAY #600  
 S JORDAN UT 84095  
 BY: ZJM, DEPUTY - WI 12 P.

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**SUPPLEMENTAL DECLARATION 3 TO  
 AMENDED & RESTATED  
 DECLARATION OF COVENANTS, CONDITIONS  
 AND RESTRICTIONS OF  
 THE PARK VIEW AT RIVER WALK CONDOMINIUMS AND TOWN HOMES,  
 AN EXPANDABLE UTAH COMDOMINIUM PROJECT**

THIS SUPPLEMENTAL DECLARATION 3 TO AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PARK VIEW AT RIVER WALK CONDOMINIUMS AND TOWN HOMES, AN EXPANDABLE UTAH COMDOMINIUM PROJECT ("Supplemental Declaration 3") is made this 27<sup>th</sup> day of April 2011, by MIDVALE 72<sup>ND</sup> PROPERTY, INC., successor in interest to 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 Park View at River Walk 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 The Amended Declaration incorporated and superseded both the Original Declaration and all prior supplemental declarations.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 River Walk, 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 Park View at River Walk 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," "Supplemental Declaration 1B," "Supplemental Declaration 1C," "Supplemental Declaration 2A" and "Supplemental Declaration 2B" 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 3 Declarant is recording a final supplemental condominium plat entitled "Park View at River Walk Phase 3 P.U.D." (the "Supplemental Survey Map").

WHEREAS, pursuant to Article XIII of the Original Declaration, Declarant desires to expand the Project to include 10 additional Town Home Units designated as Units H-1 through H-5 and K-1 through K-5, and 12 additional Condominium Units designated as I-1 through I-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 3 Land") situated in the City of Midvale, Salt Lake County, State of Utah, more particularly described in Exhibit "A" attached to this Supplemental Declaration 3 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 3, 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 3.

### 3. Description

3.1 Description of the Additional Town Home Buildings. Ten of the Units to be constructed on the Phase 3 Land shall be Town Home Units. Each Town Home Building will have two stories with garages and fenced yards but no basement. Each Town Home Building will contain five two story Town Home Units. Phase 3 of the Project shall contain of two (2) Town Home Buildings with five (5) Town Home Units each for a total of ten (10) Town Home Units in Phase 3. The Town Home Buildings will be constructed in the same manner as described in the Amended Declaration, as amended. The Phase 3 Town Home Buildings and other improvements are fully depicted on the Supplemental Survey Map.

3.2 Description of the Additional Town Home Units. The boundary lines of each Phase 3 Town Home Unit are the portions of the Town Home Buildings including the exterior walls, the Land under the Town Home Unit and the fenced yard space located outside of the Town Home Building that is as designated on the Supplemental Survey Map as being included in the Town Home Unit. Town Home Units shall also include the garages and porches located within the exterior boundaries of each Town Home Unit. A Town Home Unit shall consist of the one or more floors or parts of floors in a Town Home Building, and the corresponding roof, exterior walls, foundations, columns, girders, beams, supports and main walls of the Town Home Building designated as a Town Home Unit. Mechanical equipment and appurtenances located within any one Town Home Unit, or located without said Town Home Unit but designated and designed to serve only that Town Home Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Town Home Unit; so shall 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. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Town Home Unit or serving only the Town Home Unit, and any structural members, parts, components or any other property of any kind,

including fixtures or appliances within any Town Home Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Town Home Building shall be part of the Town Home Unit. A Town Home Unit shall also consist of the common wall(s) located on and constituting the property line between the Town Home Unit and the adjacent Town Home Unit(s) (the "Party Walls") and the associated ownership and rights in said Party Walls as set out in Section 4.4 of the Amended Declaration. Exhibit "B" hereto contains a table setting forth the number designation of each Town Home Building and Town Home Unit. The Phase 3 Town Home Units are more particularly described in the Supplemental Survey Map.

3.3 Description of the Additional Condominium Building. Twelve of the Units to be constructed on the Phase 3 Land shall be Condominium Units. The Condominium Building to be constructed will contain twelve Condominium Units, four on each story or level. Phase 3 of the Project shall contain 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.

3.4 Description of the Additional Condominium Units. The boundary lines of each Phase 3 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 3 Condominium Units are more particularly described in the Supplemental Survey Map.

3.5 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 3 land on the Supplemental Survey Map.

3.6 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 3 land on the Supplemental Survey Map.

3.7 Percentages of Undivided Interest in Common Areas. The percentage of undivided interest in the Common Areas and Facilities in both Phase 3 and all prior phases of the Project as depicted on the Survey Map, and prior supplemental survey maps associated with the Amended Declaration, and the 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 3 Town Home Units identified herein, and is set forth in Exhibit "B". Exhibit "B" to this Supplemental Declaration 3 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 Declarations 1A, 1B, 1C, 2A and 2B. Each Unit shall have an equal undivided interest in the Common Areas and Facilities regardless of the size or value of the Unit.

4. Conveyance of a Town Home Unit. Every deed, lease, mortgage, instrument of conveyance or sale, or other instrument affecting title to a Phase 3 Town Home 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 3, 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 Town Home 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 Town Home Unit shall be deemed sufficient if it appears in substantially the following form:

Town Home Unit \_\_\_\_\_, as shown in the Plat for Park View at River Walk Phase 3 Town Homes 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 3 for Park View at River Walk Condominiums and Town Homes, recorded the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, as Entry No. \_\_\_\_\_.

The Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Park View at River Walk Condominiums and Town Homes, as amended, includes Exhibits A, B, C, D, and E attached thereto. The Supplemental Declaration 3 of Park View at River Walk Condominiums and Town Homes includes Exhibits A and B attached thereto.

5. Conveyance of a Condominium Unit. Every deed, lease, mortgage, instrument of conveyance or sale, or other instrument affecting title to a Phase 3 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 3, 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 River Walk Phase 3 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 3 for Park View at River Walk Condominiums and Town Homes, recorded the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, as Entry No. \_\_\_\_\_.

The Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Park View at River Walk Condominiums and Town Homes, as amended, includes Exhibits A, B, C, D, and E attached thereto. The Supplemental Declaration 3 of Park View at River Walk Condominiums and Town Homes includes Exhibits A and B attached thereto.

6. 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 3 Town Home Units.

EXECUTED on the day and year first above written.

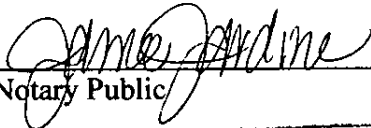
Midvale 72<sup>nd</sup> Property, Inc.  
A Utah corporation

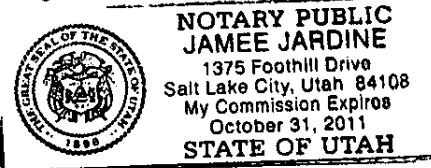
By: \_\_\_\_\_  
Its: President

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

This is to certify that on this 28 day of April, 2011 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 Midvale 72<sup>nd</sup> Property, Inc., and that by authority duly given by said Midvale 72<sup>nd</sup> Property, Inc., and as the act of Midvale 72<sup>nd</sup> Property, Inc., the foregoing instrument was signed in the name of the Midvale 72<sup>nd</sup> Property, Inc. by Daniel G. Gifford.

Witness by my hand and official seal this 28 day of April, 2011.

  
\_\_\_\_\_  
Notary Public



**EXHIBIT "A"**

**"Phase 3 Land" – Legal Description**

Beginning at a point on the west line of River Gate Drive said point being South 00°18'00" West 2,099.57 feet and North 89°42'00" West 1,237.91 feet from the East Quarter Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running:

thence Southwesterly 31.13 feet along the arc of a 230.00 foot radius curve to the left (center bears South 36°55'08" East and the chord bears South 49°12'11" West 31.11 feet with a central angle of 07°45'22") along the west line of said River Gate Drive;

thence South 45°19'31" West 232.37 feet along the west line of said River Gate Drive;

thence North 44°40'29" West 168.28 feet;

thence North 45°19'31" East 90.50 feet;

thence North 44°40'29" West 60.50 feet;

thence North 45°19'31" East 124.19 feet;

thence South 71°54'50" East 176.36 feet;

thence North 64°17'23" East 25.49 feet;

thence South 25°47'55" East 18.11 feet;

thence North 64°12'05" East 61.14 feet;

thence South 26°06'58" East 52.00 feet;

thence South 64°17'57" West 19.38 feet;

thence South 12°01'27" East 39.29 feet;

thence South 36°55'08" East 43.00 feet to the point of beginning.

Containing 56,536 square feet or 1.30 acres.



**EXHIBIT "B"**

**Condominium and Town Home Unit Table**

<b>TOWN HOME UNITS</b>	<b>Percentage Interest in Common Area</b>	<b>Common Town Home Expense Apportionment</b>	<b>Percentage Interest in Condominium Common Area and Common Condominium Expense Apportionment</b>
E-1	0.7092%	1.235%	0
E-2	0.7092%	1.235%	0
E-3	0.7092%	1.235%	0
E-4	0.7092%	1.235%	0
F-1	0.7092%	1.235%	0
F-2	0.7092%	1.235%	0
F-3	0.7092%	1.235%	0
F-4	0.7092%	1.235%	0
F-5	0.7092%	1.235%	0
G-1	0.7092%	1.235%	0
G-2	0.7092%	1.235%	0
G-3	0.7092%	1.235%	0
H-1	0.7092%	1.235%	0
H-2	0.7092%	1.235%	0
H-3	0.7092%	1.235%	0
H-4	0.7092%	1.235%	0
H-5	0.7092%	1.235%	0
J-1	0.7092%	1.235%	0
J-2	0.7092%	1.235%	0
J-3	0.7092%	1.235%	0
J-4	0.7092%	1.235%	0
J-5	0.7092%	1.235%	0
K-1	0.7092%	1.235%	0
K-2	0.7092%	1.235%	0
K-3	0.7092%	1.235%	0
K-4	0.7092%	1.235%	0
K-5	0.7092%	1.235%	0
L-1	0.7092%	1.235%	0
L-2	0.7092%	1.235%	0
L-3	0.7092%	1.235%	0
L-4	0.7092%	1.235%	0
M-1	0.7092%	1.235%	0
M-2	0.7092%	1.235%	0
M-3	0.7092%	1.235%	0
M-4	0.7092%	1.235%	0
M-5	0.7092%	1.235%	0

N-1	0.7092%	1.235%	0
N-2	0.7092%	1.235%	0
N-3	0.7092%	1.235%	0
O-1	0.7092%	1.235%	0
O-2	0.7092%	1.235%	0
O-3	0.7092%	1.235%	0
O-4	0.7092%	1.235%	0
P-1	0.7092%	1.235%	0
P-2	0.7092%	1.235%	0
P-3	0.7092%	1.235%	0
P-4	0.7092%	1.235%	0
P-5	0.7092%	1.235%	0
Q-1	0.7092%	1.235%	0
Q-2	0.7092%	1.235%	0
Q-3	0.7092%	1.235%	0
Q-4	0.7092%	1.235%	0
R-1	0.7092%	1.235%	0
R-2	0.7092%	1.235%	0
R-3	0.7092%	1.235%	0
R-4	0.7092%	1.235%	0
R-5	0.7092%	1.235%	0
S-1	0.7092%	1.235%	0
S-2	0.7092%	1.235%	0
S-3	0.7092%	1.235%	0
S-4	0.7092%	1.235%	0
T-1	0.7092%	1.235%	0
T-2	0.7092%	1.235%	0
T-3	0.7092%	1.235%	0
T-4	0.7092%	1.235%	0
T-5	0.7092%	1.235%	0
U-1	0.7092%	1.235%	0
U-2	0.7092%	1.235%	0
U-3	0.7092%	1.235%	0
U-4	0.7092%	1.235%	0
U-5	0.7092%	1.235%	0
V-1	0.7092%	1.235%	0
V-2	0.7092%	1.235%	0
V-3	0.7092%	1.235%	0
V-4	0.7092%	1.235%	0
W-1	0.7092%	1.235%	0
W-2	0.7092%	1.235%	0
W-3	0.7092%	1.235%	0
X-1	0.7092%	1.235%	0
X-2	0.7092%	1.235%	0
X-3	0.7092%	1.235%	0

CONDOMINIUM UNITS			
A-1	0.7092%	0	1.667%
A-2	0.7092%	0	1.667%
A-3	0.7092%	0	1.667%
A-4	0.7092%	0	1.667%
A-5	0.7092%	0	1.667%
A-6	0.7092%	0	1.667%
A-7	0.7092%	0	1.667%
A-8	0.7092%	0	1.667%
A-9	0.7092%	0	1.667%
A-10	0.7092%	0	1.667%
A-11	0.7092%	0	1.667%
A-12	0.7092%	0	1.667%
B-1	0.7092%	0	1.667%
B-2	0.7092%	0	1.667%
B-3	0.7092%	0	1.667%
B-4	0.7092%	0	1.667%
B-5	0.7092%	0	1.667%
B-6	0.7092%	0	1.667%
B-7	0.7092%	0	1.667%
B-8	0.7092%	0	1.667%
B-9	0.7092%	0	1.667%
B-10	0.7092%	0	1.667%
B-11	0.7092%	0	1.667%
B-12	0.7092%	0	1.667%
C-1	0.7092%	0	1.667%
C-2	0.7092%	0	1.667%
C-3	0.7092%	0	1.667%
C-4	0.7092%	0	1.667%
C-5	0.7092%	0	1.667%
C-6	0.7092%	0	1.667%
C-7	0.7092%	0	1.667%
C-8	0.7092%	0	1.667%
C-9	0.7092%	0	1.667%
C-10	0.7092%	0	1.667%
C-11	0.7092%	0	1.667%
C-12	0.7092%	0	1.667%
D-1	0.7092%	0	1.667%
D-2	0.7092%	0	1.667%
D-3	0.7092%	0	1.667%
D-4	0.7092%	0	1.667%
D-5	0.7092%	0	1.667%
D-6	0.7092%	0	1.667%
D-7	0.7092%	0	1.667%
D-8	0.7092%	0	1.667%

D-9	0.7092%	0	1.667%
D-10	0.7092%	0	1.667%
D-11	0.7092%	0	1.667%
D-12	0.7092%	0	1.667%
I-1	0.7092%	0	1.667%
I-2	0.7092%	0	1.667%
I-3	0.7092%	0	1.667%
I-4	0.7092%	0	1.667%
I-5	0.7092%	0	1.667%
I-6	0.7092%	0	1.667%
I-7	0.7092%	0	1.667%
I-8	0.7092%	0	1.667%
I-9	0.7092%	0	1.667%
I-10	0.7092%	0	1.667%
I-11	0.7092%	0	1.667%
I-12	0.7092%	0	1.667%
<b>TOTAL:</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>