

WHEN RECORDED, RETURN TO:
1099 W. South Jordan Parkway
South Jordan, UT 84095

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06/14/2013 03:39 PM \$14.00
Book - 10149 Pg - 7515-7517
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
EAST RIVERWALK LLC
1099 WEST SO JORDAN PKWY
SOUTH JORDAN UT 84095
BY: CDC, DEPUTY - WI 3 P.

**SUPPLEMENTAL
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR EAST RIVERWALK, PARCEL 2, PHASE4**

THIS SUPPLEMENTAL DECLARATION is made on the date below by East Riverwalk, L.L.C., a Utah limited liability company.

RECITALS

A. East Riverwalk, L.L.C., is Declarant under the Declaration of Covenants, Conditions, and Restrictions for East Riverwalk, P.U.D., recorded June 11, 2010, as Entry No. 10970030 in the Salt Lake County Recorder's Office ("Declaration"). Declarant is the owner and developer of East Riverwalk Parcel 2, Phase 4, Midvale City, Salt Lake County, Utah (the "Development");

B. Under Article II, Section 2.02 of the Declaration, Declarant has the right to add Lots to the Property;

C. Declarant desires to annex property into the Property. The annexed land shall be known as the Parcel 2, Phase 4 ("Project") as described in Exhibit "A" and the plat recorded simultaneously herewith.

NOW THEREFORE, Declarant hereby declares as follows:

1. All defined terms as used in this Supplemental Declaration shall have the same meaning as those set forth and defined in the Declaration, unless a definition is given to the term in this Supplemental Declaration.

2. The real property described in Exhibit "A" and situated in Midvale City, Salt Lake County, Utah, is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed in to the Property and is to be held, transferred, sold, conveyed, and occupied as a part of the Property, subject to the following:

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the said property and any improvements (including buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of the Declaration): (i) to construct and complete the Project, and to do all things reasonably necessary or proper in connection therewith; (ii) to construct and complete on the Additional Property, or any portion thereof, such improvements as Declarant shall determine to build in its sole discretion (and whether or not the Additional Property or any portion thereof has been or hereafter will be added to the Project); (iii) to amend the existing Project as to the number of lots, lot sizes, and units to be built upon the land, as permitted by the laws of the State of Utah and Salt Lake County and the zoning requirements of Midvale City; and (iv) to improve portions of the said property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all Owners as Declarant may reasonably determine to be appropriate. If, pursuant to all foregoing reservations, the said property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire 7 years after the date on which this Supplemental Declaration is recorded. Declarant may add land and subject it to the Declaration in its discretion for 7 years from the date this Supplemental Declaration is recorded.

THE FOREGOING IS 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; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described real property or any portion thereof, including, without limitation, any mortgage or deed of trust (and nothing in this paragraph shall be deemed to modify or amend such mortgage or deed of trust); all visible easements and rights-of-way; all easements and rights-of-way, encroachments, or discrepancies shown on, or revealed by, a plat or otherwise existing, an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the said real property at such time as construction of all Development improvements is complete; and all easements necessary for ingress to egress from, maintenance of, and replacement of all such pipes, lines, cable, wires, utility lines, and similar facilities.

3. The Declaration as previously amended and supplemented shall remain unchanged and, together with this Supplemental Declaration shall constitute the Declaration of Covenants, Conditions and Restrictions for the Development as further expanded by the annexation of the Additional Property.
4. Declarant reserves the right, as stated in the Declaration, to Class B voting membership.
5. This Supplemental Declaration shall be recorded in the Salt Lake County Recorder's Office to accompany the Plat Map entitled East Riverwalk, Parcel 2, Phase 4 recorded simultaneously herewith, located in Midvale City, Salt Lake County, Utah, executed and acknowledged by Declarant, and accepted by Midvale City.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first set forth above.

DECLARANT

By: East Riverwalk, L.L.C.

By: *[Signature]*
Its: *[Signature]*
Dated: May 1, 13

STATE OF UTAH)
 :ss.
County of Salt Lake)

On this 1 day of May, 2013, personally appeared before me Nathan Shipp, who being by me duly sworn, did say that he is the agent of Declarant, authorized to execute this Declaration.

Mindy Dansie
NOTARY PUBLIC



EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Lot 3B of River Walk at Bingham Junction Lot 3 & Open Space Amended, as shown on the plat recorded in Book 2007P at Page 169 in the Salt Lake County Recorder's Office, said portion being more particularly described as follows:

Beginning at a point being N00°18'00"E 892.02 feet, along the Section Line, and West 468.99 feet from the Southeast Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence N89°42'00"W 107.02 feet; thence N0°18'00"E 7.00 feet; thence N89°42'00"W 149.01 feet; thence N0°18'27"E 57.12 feet; thence West 92.90 feet; thence North 135.03 feet; thence S89°57'00"E 42.61 feet; thence N0°18'00"E 208.06 feet; thence N89°28'44"E 307.02 feet; thence S0°17'47"W 411.31 feet to the Point of Beginning.

Contains: 126,996 SF or 2.91 AC.