

WHEN RECORDED MAIL TO:  
C. Craig Liljenquist, Esq.  
Prince, Yeates & Geldzahler  
City Centre I, Suite 900  
175 East Fourth South  
Salt Lake City, Utah 84111

ENT 49404 BK 3004 PG 277  
NINA B REID UTAH CO RECORDER BY BT  
1992 SEP 21 12:20 PM FEE 12.50  
RECORDED FOR RIVERFRONT PROPERTIES

Above Space for Recorder's Use Only

SUPPLEMENTARY DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVERWOODS RESEARCH AND BUSINESS PARK,  
PROVO CITY, UTAH COUNTY, UTAH

THIS SUPPLEMENTARY DECLARATION is made this 11th day  
of September, 1992, by PROPERTY RESERVE, INC., a Utah  
nonprofit corporation, hereinafter called "Owner."

R E C I T A L S

A. Owner is the owner of fee simple title to that  
certain real property situated in the City of Provo, County of  
Utah, State of Utah, more particularly described on Exhibit A  
attached hereto and by this reference made a part hereof  
(herein called the "Annexed Property").

B. Owner desires to submit the Annexed Property to  
the provisions of that certain Master Declaration of Protective  
Covenants, Conditions and Restrictions for RiverWoods Research  
and Business Park, Provo City, Utah County, Utah, recorded  
October 24, 1991, as Entry No. 42273, in Book 2847, at Page  
618, in the Office of the County Recorder of Utah County, Utah,  
as amended by that certain First Amendment thereto recorded  
December 23, 1991, as Entry No. 50674, in Book 2869, at Page  
154 in said office, and by that certain Second Amendment  
thereto recorded September 10th, 1992, as Entry No. 47431,  
in Book 2998, at Page 776-782 in said office (herein  
collectively called the "Declaration").

C. The Annexed Property constitutes a portion of  
that certain real property more particularly described on  
Exhibit B to the Declaration.

D. Under the provisions of the Section of the  
Declaration entitled "Annexation Without Approval and Pursuant  
to General Plan" of the Article of the Declaration entitled  
"Integrated Nature of the Covered Property," the owners of the  
real property described on Exhibit B thereto were granted the  
right, with the consent of RiverFront Properties, a Utah  
general partnership and the Declarant under the Declaration, to  
subject to the Declaration all or any part of the real property

described on Exhibit B thereto without the approval, consent or vote of any other person or party, provided that a supplementary declaration covering the subject portion of said real property described on said Exhibit B is executed by Owner, consented to by Declarant and recorded.

D E C L A R A T I O N

NOW THEREFORE, Owner hereby covenants, agrees and declares as follows:

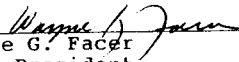
1. The Annexed Property is hereby made subject to all of the terms, covenants, conditions, restrictions and provisions of the Declaration pursuant to the provisions of the Section thereof entitled "Annexation Without Approval and Pursuant to General Plan" of the Article thereof entitled "Integrated Nature of the Covered Property," effective upon obtaining the consent of RiverFront Properties hereto (which consent is set forth at the end of this Supplementary Declaration) and the recording of this Supplementary Declaration and said consent in the Office of the County Recorder of Utah County, Utah.

2. The recordation of this Supplementary Declaration and said consent shall constitute and effectuate the annexation of the Annexed Property, making the Annexed Property subject to the Declaration and subject to the functions, powers and jurisdiction of RiverWoods Research and Business Park Owners Association, a Utah nonprofit corporation (hereinafter called the "Association"), as provided in the Declaration. Upon such recordation, the Annexed Property shall be part of the Covered Property as that term is defined in the Declaration, Owner shall become a "Declarant" under the Declaration in accordance with the provisions of the Section thereof entitled "Declarant" of the Article thereof entitled "Definitions," and all of the Owners of Lots (as those terms are defined in the Declaration) within the Annexed Property shall automatically become Members of the Association.

3. All easements reserved by the Declarant in the Declaration are hereby reserved by Owner over the Annexed Property, together with the right to grant and transfer the same as provided in the Declaration.

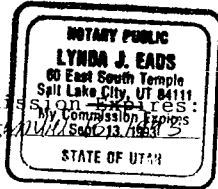
IN WITNESS WHEREOF, Owner has executed this instrument the day and year first hereinabove written.

PROPERTY RESERVE, INC. a Utah  
nonprofit corporation

  
Wayne G. Facer  
Vice President

STATE OF UTAH )  
: ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me  
this 11 day of September, 1992, by Wayne G. Facer, Vice  
President of Property Reserve, Inc.



Lynda J. Eads  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

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EXHIBIT "A"

ENT49404 BK 3004 PG 280

CHURCH PARCEL *S.W. 13 17-062-0071*

Beginning at a point which is S 1473.96 feet and W 1399.58 feet from the Northeast Corner of Section 13, Township 6 S, Range 2 E, Salt Lake Base and Meridian, thence S 11°31'41" E 22.50 feet thence S 12°06'00" W 200.15 feet; thence S 12°06'35" W 35.54 feet; thence S 11°57'12" W 52.09 feet; thence S 10°18'34" W 24.13 feet; thence S 10°19'00" W 447.89 feet to a point on a 427.996 foot radius curve to the left (chord bears S 2°11'30" W 120.980 feet); thence along the arc of said curve 121.386 feet through a central angle of 16°15'00"; thence S 5°56'00" E 184.37 feet to the North right of way of 4800 North Street (Provo); thence along said right of way line S 72°16'26" W 265.88 feet; thence S 72°28'00" W 221.25 feet; thence S 77°08'24" W 99.13 feet; thence N 89°32'23" W 329.30 feet to the centerline of an existing canal; thence along said canal centerline N 12°59'46" E 216.55 feet; thence N 25°33'05" W 68.56 feet; thence N 2°45'04" W 71.27 feet; thence N 8°54'20" E 85.69 feet; thence N 33°56'56" E 76.96 feet; thence N 16°55'30" E 57.10 feet; thence N 28°00'19" E 56.58 feet; thence N 66°15'34" E 48.80 feet; thence N 60°36'05" E 81.85 feet; thence N 68°31'13" E 222.89 feet; thence N 55°06'25" E 133.93 feet; thence N 24°24'39" E 58.89 feet; thence N 44°03'28" E 57.57 feet; thence N 9°23'01" E 55.52 feet; thence N 19°00'48" E 99.76 feet; thence N 15°12'19" E 176.93 feet; thence leaving said canal along a curve to the left having a radius of 50.00 feet an arc distance of 50.20 feet (chord bears N 75°12'37" E, 48.12 feet); thence along a curve to the right having a radius of 40.00 feet an arc distance of 28.57 feet (chord bears N 66°54'46" E, 27.97 feet); thence N 87°22'33" E 228.27 feet; thence along a curve to the right having a radius of 23.00 feet an arc distance of 38.76 feet (chord bears S 44°20'42", E 34.33 feet) to the point of beginning.

NIMER PARCEL

*S.W. 13 17-062-0086 17-062-0082*

Commencing at a point located S 1615.22 feet and W 909.76 feet from the northeast Corner of Section 13, Township 6 S, Range 2 E, Salt Lake Base and Meridian; thence along the Westerly boundary of Provo River as follows: S 58°18'36" W 9.89 feet, S 64°03'52" W 113.52 feet, S 53°30'23" W 38.70 feet, S 59°19'59" W 83.22 feet, S 40°44'35" W 49.16 feet, S 21°21'47" W 155.34 feet, S 10°36'12" W 129.91 feet, S 4°13'22" W 71.56 feet, S 3°34'53" E 106.56 feet, S 1°24'22" W 45.05 feet, S 15°18'29" E 21.42 feet, S 10°31'44" E 115.96 feet, S 2°26'22" W 107.16 feet, S 2°50'54" E 32.24 feet, S 20°13'41" E 0.82 feet; thence along the Northerly boundary line of 4800 North Street S 89°17'18" W 267.02 feet; thence along the Easterly boundary line of 300 West Street as follows: N 5°56'00" W 189.99 feet, along the arc of a 372.00 foot radius curve to the right 105.86 feet (chord bears N 2°13'09" E 105.51 feet), N 10°19'00" E 370.50 feet, along the arc of a 6632.45 foot radius curve to the right 205.12 feet (chord bears N 11°12'09" E 205.11 feet), N 12°05'17" E 187.23 feet; thence S 75°36'23" E 452.67 feet to the point of beginning.

CONSENT OF DECLARANT

RIVERFRONT PROPERTIES, a Utah general partnership and Declarant under the Declaration referred to in the foregoing Supplementary Declaration, hereby consents to the foregoing Supplementary Declaration in accordance with, and as required by, said Declaration.

DATED this 15<sup>th</sup> day of Sept., 1992.

RIVERFRONT PROPERTIES, a Utah general partnership

By

[Signature]  
General, Partner

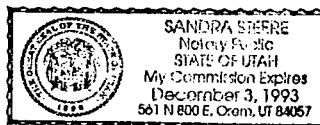
STATE OF UTAH            )  
                                  : ss.  
COUNTY OF UTAH        )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September, 1992, by Terry C. Herward, Partner of RiverFront Properties.

Sandra Steere  
NOTARY PUBLIC  
Residing at: Drem Utah

My Commission Expires:

12.3.93



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APPROVAL OF PROVO CITY

Provo City, by and through its duly elected Mayor, hereby approves the foregoing Supplementary Declaration as required by Paragraph 8 of that certain Maintenance and Open Space Preservation Agreement recorded October 24, 1991, as Entry No. 42272, in Book 2847, at Page 610 of the Official Records of Utah County, Utah.

DATED this 16<sup>th</sup> day of SEPTEMBER, 1992.

PROVO CITY CORPORATION

By Joseph A. Jenkins  
Joseph A. Jenkins, Mayor

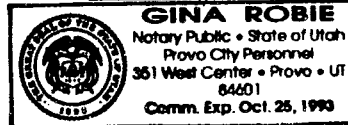
STATE OF UTAH )  
: ss.  
COUNTY OF UTAH )

On the 16 day of September, 1992, personally appeared before me Joseph A. Jenkins, who being by me duly sworn, did say that he is the Mayor of Provo City Corporation, a municipal corporation of the State of Utah, and that he is authorized to sign the same on behalf of Provo City Corporation, and acknowledged to me that said corporation executed the same.

Gina Robie  
NOTARY PUBLIC  
Residing at: Provo, Utah

My Commission Expires:

10-25-93



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