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Richard W. Sheffield  
Fillmore Spencer LLC  
3301 North University Avenue  
Provo, Utah 84604

ENT 3791:2005 PG 1 of 4  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2005 Jan 12 9:51 am FEE 66.00 BY SN  
RECORDED FOR CEDAR HILLS CITY

**THIRD SUPPLEMENTAL**

**DECLARATION OF PROTECTIVE EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**THE CEDARS TOWNHOMES**

**(A Planned Residential Development)**

**Cedar Hills, Utah County, Utah**

**THIS THIRD SUPPLEMENTAL DECLARATION** is made as of this 17 day of ~~October~~ <sup>NOVEMBER</sup>, 2004, by **G & J CONSTRUCTION, INC.**, a Utah corporation ("Declarant"), pursuant to the following:

**RECITALS:**

A. Declarant is the owner and developer of The Cedars Townhomes, an expandable planned residential development in Cedar Hills, Utah County, Utah (the "Development").

B. On or about August 22, 2002, Declarant caused to be recorded as Entry 97325:2002, Pages 1 through 30, in the Public Records, that certain **Declaration of Protective Easements, Covenants, Conditions and Restrictions of The Cedars Townhomes (A Planned Residential Development)** (the "Declaration") relating to the Development.

C. Pursuant to Section 3.03 of the Declaration, Declarant is permitted to expand the Development by the annexation into the Development of additional real property that is part of the Additional Land as set forth and described in the Declaration (in Exhibit B thereto) for purposes of development into additional Lots and Common Areas, if any, consistent with the existing Phase 1 of the Development and with the Declaration.

D. Declarant desires to annex land into the Development for development as Phase 4 of the Development.

**NOW, THEREFORE**, Declarant hereby declares as follows:

1. All defined terms as used in this Third Supplemental Declaration shall have the same meaning as those set forth and defined in the Declaration.

2. The following described real property situated in Cedar Hills, Utah County, Utah, is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed into the

Development and is to be held, transferred, sold, conveyed, and occupied as a part of the Development:

BEGINNING AT A POINT LOCATED SOUTH 55.01 FEET AND WEST 381.07 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING A POINT ON THE WESTERLY LINE OF THE CEDARS AT CEDAR HILLS, PLAT "G", A RECORDED PLANNED RESIDENTIAL DEVELOPMENT FOUND IN THE OFFICE OF THE UTAH COUNTY RECORDER, ENTRY NO. 21553:2001, BOOK 8971, PAGE 102 OF OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID PLAT "G" THE FOLLOWING TWO (2) COURSES: S00°22'40"W 600.46 FEET; THENCE S09°37'46"E 670.71 FEET; THENCE S89°59'13"W 384.92 FEET; THENCE N00°10'15"W 328.76 FEET; THENCE S89°57'07"W 376.95 FEET; THENCE N16°29'27"W 300.47 FEET TO THE MOST SOUTHERLY CORNER OF THE CEDARS AT CEDAR HILLS, PLAT "J2", A PLANNED RESIDENTIAL DEVELOPMENT; THENCE N63°08'22"E 253.61 FEET ALONG THE SOUTHERLY LINE OF SAID PLAT "J2"; THENCE N70°53'09"E 243.36 FEET; THENCE N33°42'35"W 143.86 FEET TO A POINT ON A 46.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT: THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64°41'01" A DISTANCE OF 51.93 FEET (CHORD BEARS N21°56'19"W 49.22 FEET) TO THE POINT OF REVERSE CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°50'24" A DISTANCE OF 16.00 FEET (CHORD BEARS N31°21'38"W 15.58 FEET); THENCE N08°26'26"W 123.96 FEET TO A POINT ON A 184.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°13'17" A DISTANCE OF 154.86 FEET (CHORD BEARS N15°40'12"E 150.33 FEET) TO A POINT ON A 15.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°16'09" A DISTANCE OF 16.56 FEET (CHORD BEARS N71°24'55"E 15.73 FEET) TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF THE CEDAR TOWNHOMES PHASE 2, A PLANNED RESIDENTIAL DEVELOPEMENT; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES: S.57°36'09"E. 9.94 FEET; THENCE N34°13'45"E 41.57 FEET TO A POINT ON A 15.00 FOOT RADIUS NON--TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°25'11" A DISTANCE OF 21.58 FEET (CHORD BEARS N00°18'20"W 19.77 FEET) TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE CEDAR TOWNHOMES PHASE 3, A PLANNED RESIDENTIAL DEVELOPEMENT; THENCE ALONG THE SOUTHERLY LINE OF SAID PHASE 3 THE FOLLOWING TWO (2) COURSES: S49°05'44"E 15.00 FEET; THENCE S82°49'11"E 312.17 FEET TO THE POINT OF BEGINNING. CONTAINS 13.889 ACRES.

**TOGETHER WITH** all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the said parcel of real property, whether or not the same are reflected on a Plat.

**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 this Declaration): (i) to construct and complete each of the Buildings and Units and all of the other improvements described in this Declaration or in a Plat, and to do all things reasonably necessary or proper in connection therewith; (ii) to construct and complete on the Additional Land, or any portion thereof, such improvements as Declarant shall determine to build in its sole discretion (and whether or not the Additional Land or any portion thereof has been or hereafter will be added to the Development); and (iii) to improve portions of the said property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant may reasonably determine to be appropriate. If, pursuant to the 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 10 years after the date on which this Declaration is recorded in the Public Records.

**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 (and nothing in this paragraph shall be deemed to modify or amend such mortgage); 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; **AND TO EACH OF THE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DECLARATION.**

3. Section 3.02 of the Declaration is amended in its entirety to read as follows:

**3.02 Division into Lots.** The Development is hereby subdivided into 187 Lots, as set forth and described on the Plat, with appurtenant and equal rights and easements of use and enjoyment in and to the Development's Common Areas, as well as appurtenant obligations pertaining to Assessments, maintenance, etc., all as set forth in this Declaration.

4. Except as amended by the provisions of this Third Supplemental Declaration, the Declaration as previously supplemented shall remain unchanged and, together with this Third Supplemental Declaration shall constitute the Declaration of Protective Easements, Covenants, Conditions and Restrictions for the Development as further expanded by the annexation of the Additional Land described herein.

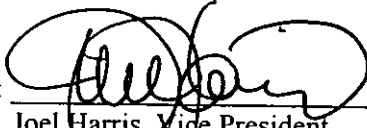
5. This Third Supplemental Declaration shall be recorded in the Public Records concurrently with the Plat entitled **Phase 4, The Cedars Townhomes, A Planned Residential Development**, located in the City of Cedar Hills, Utah County, Utah, prepared and certified to by

Kenneth W. Watson (a registered Utah land surveyor holding Certificate No. 158397), executed and acknowledged by Declarant, and accepted by the City of Cedar Hills.

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

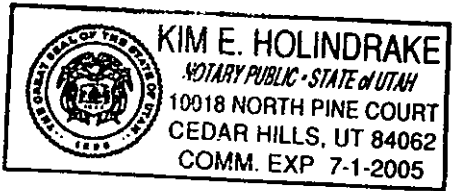
DECLARANT


G & J Construction, Inc.

By:   
Joel Harris, Vice President

STATE OF UTAH                    )  
  : ss.  
COUNTY OF UTAH                )

Acknowledged before me this 17<sup>th</sup> day of ~~October~~ <sup>November</sup>, 2004, by Joel Harris, as Vice President of G & J Construction, Inc.



  
NOTARY PUBLIC