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ENT 102002:2000 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Dec 26 5:00 pm FEE 92.00 BY SB
RECORDED FOR PROVO CITY

**SUPPLEMENTAL
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
(Including Association Bylaws)**

ALPINE BROOK TOWNHOMES

An Expandable Planned Unit Development

Provo, Utah County, Utah

THIS SUPPLEMENTAL DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ("Supplemental Declaration") is made as of this 19 day of December, 2000, by **SUNRIDGE ENTERPRISES, L.L.C.**, a Utah limited liability company ("Declarant"), pursuant to the following:

- A. Declarant is the developer of Alpine Brook Townhomes in Provo, Utah (the "Development").
- B. On or about May 16, 2000, Declarant caused to be recorded as Entry 38547:2000 Pages 1 through 26, in the office of the County Recorder of Utah County, Utah, that certain **Declaration of Easements, Covenants, Conditions and Restrictions (Including Association Bylaws)** (the "Declaration") relating to the Development.
- C. Pursuant to §3.03 of the Declaration, Declarant is permitted to annex into the Development additional real property ("Additional Land") as set forth and described in the Declaration (including any Exhibit thereto) for purposes of development into additional Lots and Common Areas, if any, consistent with the existing Plat "A" of the Development and with the Declaration.
- D. Declarant desires to annex the balance of the Additional Land into the Development for development as Plat "B" of the Development.

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.

2. The following described real property situated in the City of Provo, Utah County, Utah, is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed into the Development to be held, transferred, sold, conveyed and occupied as a part thereof:

Commencing North 89°03'02" East along the Section Line 427.63 feet and South 146.03 feet from the North Quarter Corner of Section 17, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence as follows: South 06°56'58" East 150.19 feet; thence South 16°56'58" East 689.88 feet; thence South 89°03'02" West 423.37 feet; thence North 00°24'32" East 218.24 feet; thence North 32°35'58" West 395.07 feet; thence North 57°24'02" East 276.67 feet; thence North 17°57'42" East 102.53 feet; thence North 83°03'02" East 151.73 feet to the point of beginning.
Area = 6.635 acres.

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, whether or not the same are reflected on the 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 the Plat recorded concurrently herewith, 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 filed for record in the office of the County Recorder of Utah County, Utah.

ALL OF 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 the 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 72 Lots, as set forth and described on the Plats, each with appurtenant and equal rights and easements of use and enjoyment in and to any 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 Supplemental Declaration, the Declaration shall remain unchanged and, together with this Supplemental Declaration shall constitute the entire Declaration of Easements, Covenants, Conditions and Restrictions for the Development as expanded by the annexation of the Additional Land described herein. There will be no further supplements to the Declaration nor further annexations to the Development.

5. This Supplemental Declaration shall be recorded in the office of the County Recorder of Utah County, Utah, concurrently with the Plat entitled **Plat "B" Alpine Brook Townhomes Planned Unit Development**, Provo City, Utah County, Utah, prepared and certified to by Matthew B. Judd (a Utah Registered Land Surveyor holding Certificate No. 6913), executed and acknowledged by Declarant, accepted by Provo City.

Declarant has executed this Supplemental Declaration the day and year first above set forth.

SUNRIDGE ENTERPRISES, L.L.C.

By: _____

Stephen G. Stewart, Manager

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The above Supplemental Declaration was acknowledged before me this 19 day of December, 2000, by **Stephen G. Stewart**, in the capacity indicated.

[Handwritten Signature]
NOTARY PUBLIC

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