

After recordation, return to:

Blackhorse Run, LLC
215 South Orem Blvd.
Orem, UT 84058

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ENT 36770:2007 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 Mar 13 2:49 pm FEE 16.00 BY HI
RECORDED FOR BLACKHORSE RUN LLC

**FIRST SUPPLEMENT TO
DECLARATION OF PROTECTIVE EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS
(Including Owner Association Bylaws)**

**BLACKHORSE RUN II ~~PHASE I~~ PHASE II
A Planned Residential Development
(Expandable)**

Orem, Utah County, Utah

THIS FIRST SUPPLEMENT TO DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (the "First Supplement to Declaration") is made this 23rd day of October, 2006, by **BLACKHORSE RUN, L.L.C.**, a Utah limited liability company ("Declarant"), in its capacity as the owner and developer of Blackhorse Run II, and expandable planned residential development in Orem, Utah, (the "Development").

RECITALS:

A. Declarant is the Developer of Blackhorse Run II, an expandable planned residential development in Orem, Utah (the "Development").

B. On or about June 1, 2006, Declarant caused to be recorded in the Public Records as Entry 67955:2006 Pages 1-29, inclusive, that certain "Declaration of Protective Easements, Covenants, Conditions and Restrictions (Including Owner Association Bylaws), Blackhorse Run II, Planned Residential Development".

C. Pursuant to Section 3.03 of the Declaration, Declarant is permitted to expand the Development by annexing additional real property ("Additional Land") as set forth and described in **Exhibit B** to the Declaration for purposes of development into additional Lots, Units and Commons Areas consistent with the existing Phase 1 of the Development and with the Declaration.

D. Declarant desires to annex the balance of the Additional Land into the Development as Phase 2 thereof.

NOW THEREFORE, in consideration of the foregoing, Declarant hereby makes this First Supplement to Declaration as follows:

1. All defined terms as used in this First Supplement to Declaration, including the RECITALS, shall have the meanings ascribed to them herein or, as the case may be, in the Declaration.

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

See Exhibit A attached hereto and made a part hereof.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights or obligations 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 Units and all of the other improvements described in this Declaration or in the 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; and 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 64 Lots, as set forth and described in the Plats, each with appurtenant and equal rights and easements of use and enjoyment in and to the Common Areas, as well as appurtenant obligations pertaining to Assessments, maintenance, and similar matters, as set forth in the Declaration.

4. Except as modified by the provisions of this First Supplement to Declaration, the Declaration shall remain unchanged and, together with this First Supplement to Declaration, shall constitute the Declaration of Protective Easements, Covenants, Conditions and Restrictions for the Development as expanded by the annexation of the Additional Land described herein.

5. This First Supplement to Declaration shall be recorded concurrently with the Plat entitled "Blackhorse Run II Phase 2, Planned Residential Development", Orem City, Utah County, Utah, prepared and certified by Roger D. Dudley, a Utah Registered Land Surveyor holding Certificate No. 147089, executed and acknowledged by Declarant, accepted by Orem City, and filed for record in the Public Records.

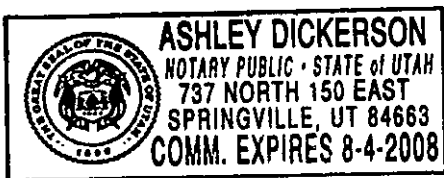
EXECUTED by Declarant on the day and year first above set forth,

BLACKHORSE RUN, L.L.C.

By: *Bruce R. Dickerson*
Bruce R. Dickerson, Manager

STATE OF UTAH)
 : SS
COUNTY OF UTAH)

The within instrument was acknowledged before me this 23rd day of October, 2006, by **Bruce R. Dickerson** in the capacity indicated.



Ashley Dickerson
NOTARY PUBLIC

**FIRST SUPPLEMENT TO
DECLARATION OF PROTECTIVE EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS
(Including Owner Association Bylaws)**

**BLACKHORSE RUN II
A Planned Residential Development
(Expandable)**

Orem, Utah County, Utah

Phase 2:

Commencing at a point located South 00°30'05" East along the Section line 1857.35 feet and East 436.73 feet from the Northwest corner of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°29'20" East along the Southerly boundary line of Plat "F", Country Estates Subdivision 33.17 feet; thence North 89°41'34" East along the Southerly boundary line of Plat "F", Country Estates Subdivision 178.39 feet; thence South 00°40'08" East along the Westerly boundary line of Plat "C", Country Estates Subdivision 264.44 feet; thence South 00°15'09" East partially along the Westerly boundary line of Plat "C", Country Estates Subdivision 264.20 feet; thence South 89°17'44" West 390.23 feet; thence North 29°45'26" West 138.46 feet; thence North 64°03'54" East 270.34 feet; thence North 294.32 feet to the point of beginning.

Area: 152,660 sq. ft. 3.50 acres