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After recordation, return to:

Georgetown Development, Inc.
CottonTree Square, Bldg. 7G
2230 No. at University Parkway
Provo, UT 84604

ENT 175446:2003 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Oct 31 3:09 pm FEE 41.00 BY BLS
RECORDED FOR SPRINGVILLE CITY CORPORATIO

Springville City Community Development
50 South Main Street
Springville, UT 84663

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

**OF
THE WILLOWS OF SPRINGVILLE**

**a Planned Unit Development
Springville, Utah County, Utah**

THIS FIRST SUPPLEMENT TO DECLARATION is made as of this 6th day of August, 2003, by **WILLOWS/ART CITY, L.C.**, A Utah limited liability company ("Declarant"), pursuant to the following:

RECITALS:

A. Declarant is the developer of The Willows of Springville, a planned Unit Development in Springville, Utah (the "Development").

B. On or about July 3, 2002, Declarant caused to be recorded as Entry No.75249:2002, Pages 1-26, inclusive, in the office of the Recorder of Utah County, Utah, that certain **Declaration of Protective Easements, Covenants, Conditions and Restrictions (Including Owner Association Bylaws) of The Willows of Springville, (A Planned Unit Development)** (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 phase (Phase 1) of the Development and with the Declaration.

D. Declarant desires to annex a portion of the Additional Land into the Development for development as Phase 2 of the Development.

NOW, THEREFORE, Declarant hereby declares as follows:

1. All defined terms as used in this First Supplement to 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 Springville, County and State of 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 South 89°37'06" West along the Section Line 2612.12 feet and North 999.60 feet from the Southeast corner of Section 28 Township 7 South Range 3 East, Salt Lake Base & Meridian; thence as follows: North 183.00 feet; thence West 75.00 feet; thence North 05°24'45" West 128.98 feet; thence North 43°41'36" West 144.00 feet; thence West 16.73 feet; thence South 00°16'40" East 67.72 feet; thence North 86°00'00" West 113.09 feet; thence South 00°12'33" West 296.11 feet; thence East 113.35 feet; thence South 59.59 feet; thence East 203.58 feet.

Area = 2.132 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 the Declaration): (i) to construct and complete each of the buildings and Units and all of the other improvements described in the 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 ten (10) years after the date on which the 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 COVENANTS, EASEMENTS, 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 Subdivision into Lots. The Development is hereby subdivided into 47 Lots, as set forth and described in 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, all as set forth in this Declaration.

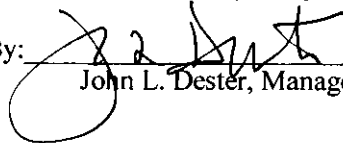
4. Except as amended by the provisions of this First Supplement to Declaration, the Declaration shall remain unchanged and, together with this First Supplement to Declaration shall constitute the Declaration of Protective Easements, Covenants, Conditions and Restrictions for the Development as expanded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

5. This First Supplement to Declaration shall be recorded concurrently with the Plat entitled Phase 2, The Willows of Springville, a Planned Unit Development, Springville City, Utah County, Utah, prepared and certified to by Barry Andreason (a duly registered Utah land surveyor holding Certificate No. 166572), executed and acknowledged by Declarant, accepted by Springville City, and filed for record in the office of the County Recorder of Utah County.

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

DECLARANT:

WILLOWS/ART CITY, L.C.,
A Utah limited liability company

By: 
John L. Dester, Manager

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 6th day of August, 2003 by **John L. Dester** in the capacity indicated.



NOTARY PUBLIC

