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ENT 117094 BK 5263 PG 268
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 Nov 03 1:24 pm FEE 51.00 BY SS
RECORDED FOR PAYSON CITY

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

OF

GREENRIDGE TOWNHOMES

(An Expandable Planned Residential Development)

Payson, Utah County, Utah

THIS FIRST SUPPLEMENT TO DECLARATION is made as of this 1st day of November, 1999, by **GEORGETOWN DEVELOPMENT, INC.**, a Utah corporation ("Declarant"), pursuant to the following:

RECITALS:

- A. Declarant is the developer of Greenridge Townhomes, an expandable planned residential development in Payson, Utah (the "Development").
- B. On or about July 10, 1998, Declarant caused to be recorded as Entry No. 69233, Book 4700, Page 100, in the office of the Recorder of Utah County, Utah, that certain **Declaration of Protective Easements, Covenants, Conditions and Restrictions (Including Bylaws) of Greenridge Townhomes, (An Expandable Planned Residential 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 (Plat "A") of the Development and with the Declaration.
- D. Declarant desires to annex a portion of the Additional Land into the Development for development as Plat "B" 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 Payson, 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:

Beginning at a point which is located North 89°35'10" East along the Section Line 281.53 feet and North 901.22 feet from the Southwest Corner of Section 16, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence as follows: North 19°57'07" West 244.43 feet; thence along an arc L=97.36 feet, R=569.00 feet, D=09°48'14", CH: North 14°58'58" West 97.24 feet; thence North 77°06'55" East 168.80 feet; thence North 57°06'24" East 183.24 feet; thence South 35°05'55" East 222.78 feet; thence along an arc L=117.45 feet, R=447.75 feet, D=15°01'44", CH: South 27°35'03" East 117.11 feet; thence South 59°54'19" West 177.92 feet; thence South 70°14'42" West 253.15 feet to the point of beginning. Containing 3.05 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 61 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 Plat "B", Greenridge Townhomes (A Planned Residential Development), Payson, Utah County, Utah, prepared and certified to by Dennis P. Carlisle (a duly registered Utah Land Surveyor holding Certificate No. 172675), executed and acknowledged by Declarant, accepted by Payson 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:

GEORGETOWN DEVELOPMENT, INC.,
a Utah corporation

By: *H. M. Magleby*
H. M. Magleby, President

STATE OF UTAH)
): ss.
COUNTY OF UTAH)

On this 1st day of November, 1999, personally appeared before me H. M. Magleby who, being by me duly sworn, did say that he signed the within instrument in the capacity indicated.

Sandra J. Steere
NOTARY PUBLIC

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