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After recordation, return to:



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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Apr 05 11:08 am FEE 52.00 BY SB
RECORDED FOR FILLMORE BELLISTON

SECOND SUPPLEMENTAL

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

THE CEDARS TOWNHOMES

(A Planned Residential Development)

Cedar Hills, Utah County, Utah

THIS SECOND SUPPLEMENTAL DECLARATION is made as of this 2nd day of February, 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 3 of the Development.

NOW, THEREFORE, Declarant hereby declares as follows:

1. All defined terms as used in this Second 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 SOUTH QUARTER CORNER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N.82°49'11"W. 312.17 FEET; THENCE N49°05'44"W 62.00 FEET AND PASSING AN ANGLE POINT IN THE EASTERLY LINE OF THE CEDARS TOWNHOMES, PLANNED RESIDENTIAL DEVELOPMENT, PHASE 2; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID THE CEDAR TOWNHOMES, PLANNED RESIDENTIAL DEVELOPMENT, PHASE 2 THE FOLLOWING TWO (2) COURSES: N.13°58'40"W. 397.48 FEET; THENCE N.26°38'49"W. 224.68 FEET TO THE MOST SOUTHERLY CORNER OF THE CEDARS TOWNHOMES, PHASE 1; THENCE ALONG THE SOUTHERLY LINE OF SAID PHASE 1, N.52°47'59"E. 394.00 FEET TO 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 SAID WESTERLY LINE THE FOLLOWING THREE (3) COURSES: S.42°47'17"E. 232.06 FEET; THENCE S.08°49'47"E. 542.02 FEET; THENCE S.00°22'40"W. 198.46 FEET TO THE POINT OF BEGINNING. CONTAINS 7.398 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 136 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 Second Supplemental Declaration, the Declaration as previously supplemented shall remain unchanged and, together with this Second 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 Second Supplemental Declaration shall be recorded in the Public Records concurrently with the Plat entitled **Phase 3, 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: 
Gordon Jones, President

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

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Acknowledged before me this 2 day of February, 2004, by Gordon Jones, as President of G & J Construction, Inc.



Susan S. Johnson

NOTARY PUBLIC