



ENT 23273:2012 PG 1 of 7
JEFFERY SMITH
UTAH COUNTY RECORDER
2012 Mar 23 11:19 am FEE 49.00 BY SW
RECORDED FOR SECURITY TITLE AND ABSTRACT

WHEN RECORDED, RETURN TO:
SEB Legal
2225 Murray Holladay Rd., Suite 111
Salt Lake City, UT 84117

**SUPPLEMENTAL
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
OF
GABLES AT SARATOGA SPRINGS**

THIS SUPPLEMENTAL DECLARATION is made on the date stated below, by Millcreek Homes, Inc., a Utah corporation and Declarant ("Declarant"), Goldsworth Real Estate Inc., a Utah corporation ("Goldsworth"), and Dawn H. Newman, an individual ("Newman").

RECITALS

- A. Millcreek Homes, Inc., is Declarant under the Declaration of Covenants, Conditions, and Restrictions recorded June 13, 2008, as Entry No. 69123:2008 in the Utah County Recorder's office ("Declaration");
- B. Goldsworth Real Estate is the owner of lots 249-260 and 262-276 of Gables at Saratoga Springs Phase 2C;
- C. Dawn H. Newman is the owner of lot 261 of Gables at Saratoga Springs Phase 2C;
- D. Under Article II, Section 2.2 of the Declaration, Declarant has the right to add Lots to the Development;
- E. Declarant desires to add Lots into the Development. The Lots to be annexed are the lots located in Gables at Saratoga Springs Phase 2C as described in Exhibit "A;"
- F. Goldsworth and Newman desire that their lots be annexed into the Development and be subjected to the Declaration;

NOW THEREFORE, 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, unless a definition is given to the term in this Supplemental Declaration. "Property" shall mean the lots located within Gables at Saratoga Springs Phase 2C.
2. The Property is specifically identified in a plat map recorded as Entry No. 31921:2011, Utah County Recorder's Office ("2C Plat"). The Property is part of the real property comprising the Additional Land.
3. The Property described in the 2C Plat and Exhibit "A" located in Saratoga Springs, Utah County, Utah, is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed in to the Development and is to be held, transferred, sold, conveyed, and occupied as a part of the Development, subject to the following:

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 the Development, and to do all things reasonably necessary or proper in connection therewith; (ii) to construct and complete on the Property, or any portion thereof, such improvements as Declarant shall determine to build in its sole discretion (and whether or not the Property or any portion thereof has been or hereafter will be added to the Development); (iii) to amend the existing Development as to the number of lots, lot sizes, and units to be built upon the land, as permitted by the laws of the State of Utah and Utah County and the zoning requirements of Saratoga Springs City; and (iv) to improve portions of the Property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all Owners as Declarant may reasonably determine to be appropriate. If, pursuant to all foregoing reservations, the 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 7 years after the date on which this Supplemental Declaration is recorded.

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 or deed of trust (and nothing in this paragraph shall be deemed to modify or amend such mortgage or deed of trust); 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.

4. The Declaration as previously amended and supplemented shall remain unchanged and, together with this Supplemental Declaration shall constitute the Declaration of Covenants, Conditions and Restrictions for the Development as further expanded by the annexation of the Property.
5. Declarant reserves the right, as stated in the Declaration, to Class B voting membership.
6. This Supplemental Declaration shall be recorded in the Utah County Recorder's Office to accompany the plat map entitled Gables at Saratoga Springs Phase 2C PUD, executed and acknowledged by Goldsworth Real Estate, Inc., and accepted by the City of Saratoga Springs.
7. Goldsworth and Newman as owners of all lots located within the Property agree to bind and subject their lots to the Declaration and annex them into the Development. Goldsworth and Newman also agree that the covenants, conditions, restrictions, easements, and limitations described and created by the Declaration shall run with the land described in Exhibit "A" and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, restrictions, easements, and limitations stated in the Declaration shall also benefit all parties having or acquiring any right, title, or interest to the land and shall

create dominant tenements on the land.

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

****SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES****
(Space below intentionally left blank)

DECLARANT
By: Millcreek Homes, Inc.

DAWN H. NEWMAN:

Jacob C Toombs
By: Jacob C. Toombs
Its: Authorized Agent
Dated: 3/22/12

Dated: _____

GOLDSWORTH REAL ESTATE, INC.

Harold C Toombs
By: Harold C Toombs
Its: Authorized Agent
Dated: 3-22-12

STATE OF UTAH)
County of Utah) :ss.



On this 22 day of March 2012, personally appeared before me Jacob C. Toombs, who being by me duly sworn, did say that he is the proper agent for Millcreek Homes, Inc., that Millcreek Homes, Inc., is the Declarant, and that he has been authorized to execute this supplemental declaration on behalf of Millcreek Homes, Inc., and that Millcreek Homes, Inc., agreed to the supplemental declaration.

Randall L Childs
NOTARY PUBLIC

STATE OF UTAH)
County of _____) :ss.

On this ___ day of _____ 2012, personally appeared before me Dawn H. Newman, who being by me duly sworn, did say that they are the Owner of Lot 261, authorized to execute the foregoing supplemental declaration and that they did so of their own free will and choice.

NOTARY PUBLIC

DECLARANT

By: Millcreek Homes, Inc.

DAWN H. NEWMAN:

[Handwritten Signature]
Dated: 9.22.12

By: Jacob C. Toombs
Its: Authorized Agent
Dated: _____

GOLDSWORTH REAL ESTATE, INC.

By: Harold C. Toombs
Its: Authorized Agent
Dated: _____

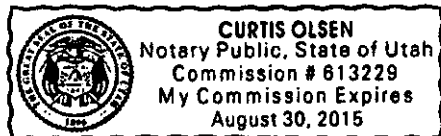
STATE OF UTAH)
 :SS.
County of _____)

On this ___ day of _____ 2012, personally appeared before me Jacob C. Toombs, who being by me duly sworn, did say that he is the proper agent for Millcreek Homes, Inc., that Millcreek Homes, Inc., is the Declarant, and that he has been authorized to execute this supplemental declaration on behalf of Millcreek Homes, Inc., and that Millcreek Homes, Inc., agreed to the supplemental declaration.

NOTARY PUBLIC

STATE OF UTAH)
 :SS.
County of Utah)

On this 22 day of March 2012, personally appeared before me Dawn H. Newman, who being by me duly sworn, did say that they are the Owner of Lot 261, authorized to execute the foregoing supplemental declaration and that they did so of their own free will and choice.



[Handwritten Signature]

NOTARY PUBLIC

STATE OF UTAH)
 :ss.
County of _____)

On this ___ day of _____ 2012, personally appeared before me Harold C. Toombs,
who being by me duly sworn, did say that he is the proper agent for Goldsworth Real Estate, Inc., that
Goldsworth Real Estate, Inc., is the owner of Lots 249-260 and 262-276, and that he has been authorized
to execute this supplemental declaration on behalf of Goldsworth Real Estate, Inc., and that Goldsworth
Real Estate, Inc., agreed to the supplemental declaration.

NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

LOTS 249 THROUGH 276 AND COMMON AREA, GABLES AT SARATOGA SPRINGS PHASE 2D
PUD AS SHOWN ON THE OFFICIAL PLAT THEREOF ON FILE IN THE UTAH COUNTY
RECORDER'S OFFICE.

Parcel Nos.: 40:438:0249 and all other parcels and common areas located in the Gables at Saratoga
Springs, Phase 2C PUD.