



ENT 26821:2016 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2016 Mar 30 11:29 am FEE 20.00 BY SW
RECORDED FOR SARATOGA SPRINGS CITY

After recording return to:
Riverbend Townhomes, LLC
947 South 500 East #100
American Fork, Utah 84003

**SUPPLEMENTAL DECLARATION FOR
RIVER BEND
PHASE 3A**

THIS SUPPLEMENTAL DECLARATION is made by Riverbend Townhomes, LLC (“Declarant”), owner of the property known as River Bend Phase 3A (as described in Exhibit “A” to this Supplemental Declaration.

RECITALS

A. Real property in Utah County, Utah, known as River Bend was subjected to covenants, conditions, and restrictions pursuant to a Declaration recorded July 2, 2007 in the Utah County Recorder’s Office as Entry No. 95901:2007 (“Declaration”). Declarant is the owner of the land described in Exhibit “A”.

B. Under Article XVI, Section 16.02 of the Declaration and in accordance with Section 57-8 of the Utah Code Annotated, Declarant (Riverbend Townhomes, LLC) has the right to add Units to this Project;

C. Declarant desires to annex property into the Project. The annexed land shall be known as Phase 3A as described in Exhibit “A” and the plat recorded simultaneously herewith.

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.
2. The real property described in Exhibit “A” and situated in City of Saratoga Spring, Utah County, Utah, is hereby made subject to the provisions of the Declaration and, pursuant thereto, is hereby annexed in to the Project and is to be held, transferred, sold, conveyed, and occupied as a part of the Project, 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 as manner which is reasonable and not inconsistent with the provisions of the Declaration); (i) to construct and complete the Project, and to do all things reasonably necessary for property 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 Project);(iii) to amend the existing Project as to the number of lot, 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 City of Saratoga Springs ; and (iv) to improve portion of the said property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all Owners a Declarant may reasonably determine to be appropriate. If, pursuant to all

foregoing reservations, the said property or any improvements 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. Declarant may add land and subject it to the Declaration in its discretion for 7 years from the date 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 Improvement is complete; and all easements necessary for ingress or egress from, maintenance of, and replacement of all such pipes, lines, cable, wire, utility lines, and similar facilities.

3. The Declaration as previously amended and supplemented shall remain unchanged and, together with Supplemental Declaration shall constitute the Declaration and Covenants, Conditions and Restrictions for the Project as it may be further expanded by the annexation of the Additional Land.
4. This Supplemental Declaration shall be recorded in the Utah County Recorder's Office to accompany the Plat Map entitled River Bend Phase 3A recorded simultaneously herewith, located in City of Saratoga Springs, Utah County, Utah, executed and acknowledged by Declarant, and accepted by City of Saratoga Springs.
5. The Declarant hereby adds an additional three Units to bring the total to 42 Units. The Percentage share of common expenses shall be changed to be 2.38% per Unit. Phase B adds to the previously recorded phases which includes Phase 1 and 2 (see Exhibit "B" to this Supplemental Declaration).

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

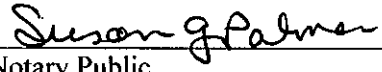
DECLARANT

Riverbend Townhomes, LLC
A Utah limited Liability Company


By: Brad A. Jensen
Its: Manager/Member

STATE OF UTAH)
 ;SS
COUNTY OF UTAH)

On this 14 day of January, 2016, personally appeared before me, Brad A. Jensen, who being by me duly sworn did say that he is the agent of the Declarant, authorized to execute this Declaration.


Notary Public

Residing at: Mapleton Utah
My commission expires: 9-17-2019

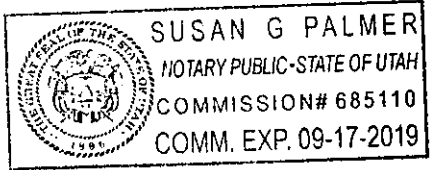


Exhibit "A"
River Bend Phase 3A

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE RIVER BEND PHASE 2 PLAT BOUNDARY AS DESCRIBED IN THE RIVER BEND PHASE 2 SUBDIVISION PLAT AS RECORDED AS ENTRY 12407 IN THE UTAH COUNTY RECORDER'S OFFICE, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF RIVER BEND ROAD, SAID POINT ALSO BEING EAST 499.53 FEET AND NORTH 2036.19 FEET AND SOUTH 89°22'26" EAST 331.32 FEET AND NORTH 305.32 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID PHASE 2 BOUNDARY NORTH 00°37'34" EAST 76.00 FEET TO A POINT ON THE SOUTH LINE OF THE JORDAN RIDGE CONDO PHASE 2 PLAT RECORDED AS ENTRY 2013-18466 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDERS OFFICE. THENCE ALONG SAID SOUTH LINE SOUTH 89°22'26" EAST 108.29 FEET; THENCE SOUTH 00°37'34" WEST 76.00 FEET TO A POINT ON SAID RIVER BEND PHASE 2 PLAT BOUNDARY AND THE NORTH RIGHT OF WAY LINE OF RIVER BEND ROAD, THENCE NORTH 89°22'26" WEST ALONG SAID RIGHT OF WAY LINE 108.29 FEET TO THE POINT OF BEGINNING.

Exhibit "B"**SHARES OF COMMON EXPENSES**

<u>Unit</u>	<u>Address</u>		<u>Share of Common expenses</u>
1	78 East	River Bend Road (1155 N)	2.38%
2	76 East	River Bend Road (1155 N)	2.38%
3	1151 North	80 East	2.38%
4	1147 North	80 East	2.38%
5	1133 North	80 East	2.38%
6	1129 North	80 East	2.38%
7	77 East	River Bend Road (1125N)	2.38%
8	79 East	River Bend Road (1125N)	2.38%
9	87 East	River Bend Road (1125N)	2.38%
10	91 East	River Bend Road (1125N)	2.38%
11	93 East	River Bend Road (1125N)	2.38%
12	99 East	River Bend Road (1125N)	2.38%
13	103 East	River Bend Road (1125N)	2.38%
14	107 East	River Bend Road (1125N)	2.38%
15	108 East	River Bend Road (1125N)	2.38%
16	106 East	River Bend Road (1125N)	2.38%
17	102 East	River Bend Road (1125N)	2.38%
18	98 East	River Bend Road (1125N)	2.38%
19	94 East	River Bend Road (1125N)	2.38%
20	88 East	River Bend Road (1125N)	2.38%
21	89 East	River Bend Road (1155N)	2.38%
22	97 East	River Bend Road (1155N)	2.38%
23	101 East	River Bend Road (1155N)	2.38%
24	109 East	River Bend Road (1155N)	2.38%
25	111 East	River Bend Road (1155N)	2.38%
26	113 East	River Bend Road (1155N)	2.38%
27	117 East	River Bend Road (1155N)	2.38%
28	121 East	River Bend Road (1155N)	2.38%
29	127 East	River Bend Road (1155N)	2.38%
30	129 East	River Bend Road (1155N)	2.38%
31	133 East	River Bend Road (1155N)	2.38%
32	137 East	River Bend Road (1155N)	2.38%
33	118 East	River Bend Road (1155N)	2.38%
34	114 East	River Bend Road (1155N)	2.38%
35	112 East	River Bend Road (1155N)	2.38%
36	104 East	River Bend Road (1155N)	2.38%
38	96 East	River Bend Road (1155N)	2.38%
39	92 East	River Bend Road (1155N)	2.38%
40	86 East	River Bend Road (1155N)	2.38%
41	124 East	River Bend Road (1155N)	2.38%
42	128 East	River Bend Road (1155N)	2.38%
43	132 East	River Bend Road (1155N)	2.38%