

After recordation, return to:

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ENT 29906 BK 3676 PG 406
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1995 MAY 12 11:48 AM FEE 31.00 BY MB
RECORDED FOR AFFILIATED TITLE COMPANY IN

SECOND SUPPLEMENT TO
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS

OF

SOUTHGATE VILLAGE

A Planned Unit Development (Expandable)

Spanish Fork, Utah County, Utah

THIS SECOND SUPPLEMENT TO DECLARATION is made as of this 21st day of April 1995, by
GEORGETOWN DEVELOPMENT, INC., a Utah corporation ("Declarant"), pursuant to the following:

RECITALS:

- A. Declarant is the developer of Southgate Village, an expandable Planned Unit Development in Spanish Fork, Utah (the "Project").
- B. On or about August 17, 1994, Declarant caused to be recorded as Entry No. 65887, Book 3311, Page 42, in the office of the Recorder of Utah County, Utah, that certain "Declaration of Easements, Covenants, Conditions and Restrictions of Southgate Village, a Planned Unit Development (Expandable) (the "Declaration") relating to the Project.
- C. Pursuant to §3.02 of the Declaration, Declarant is permitted to annex into the Project 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 consistent with the existing phases (Phases I and II) of the Project and with the Declaration.
- D. Declarant desires to annex a portion of the Additional Land into the Project for development as Phase III of the Project.

NOW, THEREFORE, Declarant hereby declares as follows:

- All defined terms as used in this Second Supplement to Declaration shall have the same meaning as those set forth and defined in the Declaration.
- The following described real property situated in the City of Spanish Fork, County and State of Utah, is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed into the Project to be held, transferred, sold, conveyed and occupied as a part thereof:

Commencing at a point located North 00°23'56" West along the Section Line 529.55 feet from the West ¼ corner of Section 20, Township 0 South, Range 3 East, Salt Lake Base & Meridian; thence as follows: South 89°36'04" West 30.00 feet; thence North 00°23'56" West 316.86 feet; thence along an arc length 86.03 feet (chord bearing North 20°29'11" East 84.13 feet, with a radius of 118.00 feet); thence North 00°23'56" West 203.77 feet along the Section Line; thence North 65°14'48" East 322.44 feet; thence South 31°31'30" East 82.85 feet; thence South 00°00'00" West 121.15 feet; thence South 17°56'03" West 177.26 feet; thence West 108.69 feet; thence South 87.34 feet; thence West 170.67 feet; thence South 00°23'56" East 286.47 feet along the Section Line to the point of the beginning.
Area = 2.7807 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 twenty (20) 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 THE DECLARATION.

3. The said real property is subdivided into seventeen (17) Lots, as set forth and described in the Plat, which, when combined with the twenty-one (21) Lots in Phase I, and the eight (8) Lots in Phase II, bring the total number of Lots in the Development through Phase III to forty-six (46).

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

5. This Second Supplement to Declaration shall be recorded concurrently with the Plat entitled "Phase III, Southgate Village, A Planned Unit Development, Spanish Fork City, Utah", prepared and certified to by Roger D.

Dudley (a duly registered Utah Land Surveyor holding Certificate No. 147089), executed and acknowledged by Declarant, accepted by Spanish Fork 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: [Signature]
H. M. Magleby, President

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 21st day of April, 1995, personally appeared before me H. M. Magleby who, being by me duly sworn, did say that he is the President of Georgetown Development, a Utah corporation; that said instrument was signed by him in behalf of said corporation pursuant to authority; and that said corporation executed the same.

[Signature]
NOTARY PUBLIC

