



ENT 49765:2013 PG 1 of 4  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2013 May 21 3:45 pm FEE 51.00 BY SW  
RECORDED FOR SARATOGA SPRINGS CITY

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 PHASE 2A PUD**

**THIS SUPPLEMENTAL DECLARATION** is made on the date stated below, by Successor Declarant, Goldsworth Real Estate Inc., a Utah corporation ("Successor Declarant").

**RECITALS**

- A. The Gables at Saratoga Springs Phase 2A PUD is a planned unit development located in Saratoga Springs, Utah County, Utah;
- B. The Gables at Saratoga Springs was subjected to a Declaration of Covenants, Conditions, and Restrictions recorded June 13, 2008, as Entry No. 69123:2008 in the Utah County Recorder's Office ("Declaration") as such is amended and supplemented from time to time.
- C. Goldsworth Real Estate Inc., received an assignment of declarant rights by a written Assignment and is now Successor Declarant;
- D. Goldsworth Real Estate is the owner of certain real property situated in Saratoga Springs City, Utah County, State of Utah, described in Exhibit "A", attached hereto and hereby incorporated by reference (the "Property");
- E. Under Article II, Section 2.2 of the Original Declaration, Successor Declarant has the right to add Lots to the Development;
- F. Successor Declarant desires to add Lots into the Development and subject them to the Declaration. The Lots to be annexed are the lots located in Gables at Saratoga Springs Phase 2B as described in Exhibit "A;"

**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 Property is specifically identified in a plat map recorded simultaneously with this Supplemental Declaration ("2A PUD Plat"). The Property is part of the real property comprising the Additional Land.
3. The Property described in the 2A PUD 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 2A PUD, executed and acknowledged by Goldsworth Real Estate, Inc., and accepted by the City of Saratoga Springs.
7. Goldsworth Real Estate, as owner of all lots located within the Property agrees to bind and subject its lots to the Declaration and annex them into the Development. Goldsworth Real Estate also agrees 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.

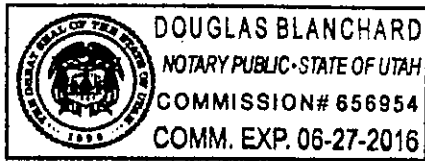
IN WITNESS WHEREOF, Successor Declarant Goldsworth Real Estate, Inc., has executed this instrument this 2 day of May, 2013.

**GOLDSWORTH REAL ESTATE, INC.**

H Toombs  
By: Harold C. Toombs  
Its: Authorized Agent  
Dated: \_\_\_\_\_

STATE OF UTAH )  
County of Utah ) :ss.

On this 2 day of May 2013, 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 the parcel described in Exhibit "A", 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.



Douglas Blanchard  
NOTARY PUBLIC

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**DESCRIPTION OF PARCEL**

The Land described in the foregoing document is located in Utah County, Utah and is described more particularly as follows:

**BOUNDARY DESCRIPTION**

Beginning at a point being North 89°51'52" East 1022.32 feet along the Section Line and North 191.77 feet from the North Quarter Corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running  
 thence North 15°20'00" West 107.05 feet;  
 thence North 74°40'01" East 252.32 feet;  
 thence North 75°20'00" East 92.58 feet;  
 thence South 00°35'11" West 489.80 feet to the Northerly Right-of-Way Line of Alhambra Drive;  
 thence Northwesterly 24.59 feet along the arc of a 184.00 foot radius curve to the right (center bears North 09°08'29" East and the chord bears North 77°01'50" West 24.57 feet with a central angle of 07°39'23") along the Northerly Right-of-Way Line of said Alhambra Drive;  
 thence Northwesterly 59.72 feet along the arc of a 216.00 foot radius curve to the left (center bears South 16°47'52" West and the chord bears North 81°07'23" West 59.53 feet with a central angle of 15°50'28") along the Northerly Right-of-Way Line of said Alhambra Drive;  
 thence North 89°02'37" West 96.06 feet along the Northerly Right-of-Way Line of said Alhambra Drive;  
 thence Southwesterly 23.37 feet along the arc of a 216.00 foot radius curve to the left (center bears South 00°57'23" West and the chord bears South 87°51'24" West 23.36 feet with a central angle of 06°11'58") along the Northerly Right-of-Way Line of said Alhambra Drive;  
 thence North 01°09'47" West 43.42 feet;  
 thence North 22°07'17" West 256.40 feet to the point of beginning.

Contains 117,315 Square Feet or 2.693 Acres and 32 Lots