

After recordation, return to:

Georgetown Development, Inc.
2230 N University Parkway, Suite 7G
Provo, UT 84604
Attention: John L. Dester, President



ENT 72527:2017 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Jul 27 4:56 pm FEE 33.00 BY BA
RECORDED FOR GEORGETOWN DEVELOPMEN

SECOND SUPPLEMENTAL DECLARATION TO

**DECLARATION OF PROTECTIVE EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS
(Including Owner Association Bylaws)**

CENTRAL PARK TOWNHOMES

An Expandable Planned Unit Development

Salem City, Utah County, Utah

THIS SECOND SUPPLEMENTAL DECLARATION (the "Second Supplemental Declaration") to the above entitle Declaration is made this 6 day of July, 2017, by **GEORGETOWN DEVELOPMENT, INC.**, a Utah corporation ("Declarant"), in its capacity as the owner and developer of **Central Park Townhomes**, a residential expandable planned unit development (the "Development"), pursuant to the following:

RECITALS:

A. On or about November 13, 2015, Declarant caused to be recorded in the Public Records the Development's first subdivision plat entitled **Central Park Townhomes, Plat A** as Entry 103140:2015 Map #14837 (the "Original Plat"). Concurrently with such recording, Declarant also caused to be recorded in the Public Records as Entry 103141:2015 Pages 1-27, that certain **Declaration of Protective Easements, Covenants, Conditions and Restrictions (Including Owner Association Bylaws)** (the "Original Declaration") pertaining to the to the Development.

B. Pursuant to §3.03 and 3.04 of the Original Declaration, Declarant is permitted to annex Additional Land into the Development by Supplemental Declaration for purposes of adding additional Lots/Units and Common Area to the Development consistent with those set forth in the Original Plat and the Original Declaration.

C. Declarant desires hereby to annex a portion of the Additional Land described in the Original Declaration, into the Development as **Central Park Townhomes Plat C**, and to make certain necessary amendments to the Original Declaration.

NOW, THEREFORE, Declarant hereby declares as follows:

1. All defined terms as used in this Second Supplemental Declaration (including the preamble and RECITALS) shall have the same meaning as those set forth and defined in the Original Declaration.

2. That certain real property located in Salem City, Utah County, Utah, described in **EXHIBIT A**, attached hereto and made a part hereof, is hereby submitted to the provisions of the Original Declaration and is annexed into the Development as **Plat C** to be held, improved, sold, transferred, conveyed and occupied as a part thereof:

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights or obligations incident to, appurtenant to, or accompanying the above-described Property, whether or not the same are reflected on the Plats.

RESERVING UNTO DECLARANT, however, such easements and rights or obligations 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 Units and all of the other improvements described in the Original Declaration or any Supplemental Declaration, or on the Plats, and to do all things reasonably necessary or proper in connection therewith; (ii) to construct and complete on the said Property or any portion thereof such improvements as Declarant shall determine to build and add to the Development; and (iii) to improve portions of the Property with such other or additional improvements, facilities, landscaping and television, or other communication systems 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 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 15 years after the date on which this Second Supplement to Declaration is recorded in the Public Records.

THE FOREGOING IS SUBJECT TO: (i) all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; (ii) all Patent reservations and exclusions; (iii) all mineral reservations of record and rights incident thereto; (iv) all instruments of record which affect the above-described Property or any portion thereof, including, without limitation, any mortgage (and nothing in this paragraph shall be deemed to modify or amend such mortgage); (v) all visible easements and rights-of-way; (vi) all easements and rights-of-way, encroachments, or discrepancies shown on or revealed by, a Plat or otherwise existing; (vii) an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the Property at such time as

construction of all Development improvements is complete; (viii) 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 (ix) **TO EACH OF THE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE ORIGINAL DECLARATION AS IT MAY BE AMENDED BY THIS SECOND SUPPLEMENT TO DECLARATION.**

3. Section 3.02 of the Original Declaration is amended in its entirety to read as follows:

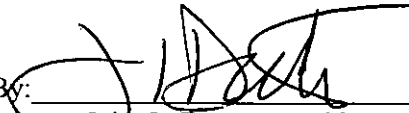
3.02 Division into Lots and Units. The Development is hereby divided into 91 numerically numbered Lots and Units, as set forth and described on the Plats, with appurtenant and equal rights and easements of use and enjoyment in and to the Development's Common Areas, as well as appurtenant obligations pertaining to Assessments, maintenance, and similar matters, all as set forth in the Original Declaration and the Bylaws embodied therein.

4. Except as amended by the provisions of this Second Supplemental Declaration, the Original Declaration shall remain unchanged, and, together with this Second Supplemental Declaration, shall constitute the entire Declaration of Protective Easements, Covenants, Conditions and Restrictions for the Development, as expanded by the annexation of the Additional Land described in Paragraph 2, above.

5. This Second Supplemental Declaration shall be recorded concurrently with the Development's Plat entitled **Central Park Townhomes, Plat C**, as the same has been executed and acknowledged by Declarant, accepted by the City, and filed for record in the Public Records.

EXECUTED, by the Declarant the day and year first above set forth.

GEORGETOWN DEVELOPMENT, INC.

By: 
John L. Dester, President

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The within instrument was acknowledged before me this 6th day of July, 2017, by **John L. Dester** in the capacity indicated.


NOTARY PUBLIC

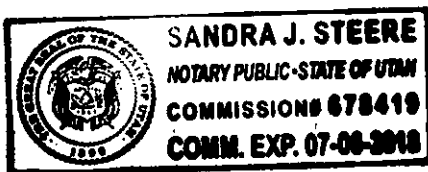


EXHIBIT A
TO
SECOND SUPPLEMENTAL DECLARATION
CENTRAL PARK TOWNHOMES
Salem City, Utah County, Utah

Real property located in Salem City, Utah County, Utah:

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH LIES N00°12'52"E 582.38 FEET ALONG THE SECTION LINE AND EAST 780.83 FEET FROM THE WEST 1/4 CORNER OF SECTION 1, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN;
AND RUNNING THENCE S00°05'57"E 123.62 FEET; THENCE S00°52'44"W 200.49 FEET; THENCE S89°03'28"E 235.06 FEET ALONG SOUTH BOUNDARY OF CENTRAL PARK TOWNHOMES PLAT "D"; THENCE N00°56'32"E 352.07 FEET; THENCE N89°14'51"W 140.08 FEET; THENCE S00°56'36"W 27.52 FEET; THENCE N89°03'28"W 97.45 FEET TO THE POINT OF THE BEGINNING.
CONTAINING 1.84 ACRES OF LAND.