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ENT 76989 BK 3812 PG 268
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1995 NOV 8 1:40 PM FEE 32.00 BY AC
RECORDED FOR GEORGETOWN DEVELOPMENT

**THIRD SUPPLEMENT TO
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

OF

SOUTHGATE VILLAGE

A Planned Unit Development (Expandable)

Spanish Fork, Utah County, Utah

THIS THIRD SUPPLEMENT TO DECLARATION is made as of this 27 day of Oct 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, II and III) 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 V of the Project. **(NOTE: PHASE V IS BEING DEVELOPED PRIOR TO PHASE IV.)**

NOW, THEREFORE, Declarant hereby declares as follows:

1. All defined terms as used in this Third Supplement to Declaration shall have the same meaning as those set forth and defined in the Declaration.

2. 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:

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Commencing at a point located North 00°23'56" West along the Section Line 903.37 feet and East 279.98 Feet from the West quarter corner of Section 20, Township 8 South, Range 2 East, Salt Lake Base & Meridian; thence as follows: North 17°56'03" East 177.26 feet; thence North 121.15 feet; thence North 31°31'30" West 82.85 feet; thence North 65°14'48" East 199.77 feet; thence South 30°51'30" East 115.04 feet along an arc length 312.98 feet (chord bears South 32°25'17" East 312.75 feet, with a radius of 2361.83 feet); thence South 76°27'23" West 401.21 feet; thence North 66°38'26" West 31.92 feet to the point of the beginning. Area = 2.48 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 nineteen (19) Lots, as set forth and described in the Plat, which, when combined with the twenty-one (21) Lots in Phase I, the eight (8) Lots in Phase II, and the seventeen (17) Lots in Phase III, bring the total number of Lots in the Development to sixty-five (65).

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

