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1993 DEC 20 12:42 PM FEE 13.00
RECORDED FOR WESTGATE DEVELOPMENT

**NINTH SUPPLEMENT TO
MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
EASEMENTS, RESERVATIONS AND RESTRICTIONS**

OF

THE VILLAGES OF WESTGATE

**(An Expandable Planned Unit Residential Complex)
Provo, Utah County, Utah**

THIS NINTH SUPPLEMENT TO MASTER DECLARATION is made as of this ^{20th} day of December, 1993, by WESTGATE, INC., a Utah corporation ("Declarant"), pursuant to the following:

RECITALS:

A. Declarant is the successor developer of The Villages of Westgate, an expandable Planned Unit Residential Complex in Provo, Utah (the "Project").

B. On or about August 3, 1992, Declarant's predecessor, Westgate Development, L. C., a Utah limited liability company, caused to be recorded as Entry No. 41376, Book 2982, Page 706, in the office of the Recorder of Utah County, Utah, that certain "Master Declaration of Protective Covenants, Conditions, Easements, Reservations and Restrictions" (the "Master Declaration") relating to the Project.

C. Pursuant to §7.02 of the Master Declaration, Declarant is permitted to annex into the Project as Covered Property additional real property ("Expansion Property") as set forth and described in the Master Declaration (including any Exhibit thereto) for purposes of development into additional Lots and Common Areas consistent with the existing Covered Property of the Project and with the Master Declaration.

D. Declarant desires to annex the real property hereinafter described, comprising the remainder of the Expansion Property, into the Project for development as Covered Property.

NOW, THEREFORE, Declarant hereby declares as follows:

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

2. The following described real property situated in the City of Provo, County and State of Utah, is hereby submitted to the provisions of the Master Declaration and, pursuant thereto, is hereby annexed into the Project to be held, developed, transferred, sold, conveyed and occupied as a part of the Covered Property:

Parcel 1:

Beginning at a point which is North 89°27'54" East along the Section line 964.55 feet and South 2166.20 feet from the North 1/4 Corner Section 3, T7S, R2E, SLB&M; thence East 252.12 feet; thence South 73°00'32" East 110.85 feet; thence along the arc of a 206.00 feet radius curve to the right 136.14 feet (curve has a central angle of 37°51'59" and a chord bearing North 43°56'37" East 133.68 feet); thence North 114.65 feet; thence East 50.00 feet; thence North 122.14 feet; thence

South 89°07'01" East 593.07 feet; thence South 02°48'59" East 217.48 feet; thence East 247.59 feet; thence South 03°31'33" East 150.09 feet; thence South 86°28'27" West 100.87 feet; thence North 87°09'34" West 246.82 feet; thence West 270.00 feet; thence South 342.00 feet; thence South 24°03'26" West 61.33 feet; thence South 100.66 feet; thence South 89°46'22" West 511.97 feet; thence South 02°14'42" East 173.98 feet; thence North 81°32'52" West 150.29 feet; thence North 85°49'38" West 33.90 feet; thence North 89°33'46" West 219.38 feet; thence South 86°00'46" West 76.59 feet; thence North 567.12 feet; thence West 8.63 feet; thence North 00°44'50" East 28.00 feet; thence East 272.45 feet; thence North 128.00 feet to the point of beginning. Containing 19.774 acres.

Parcel 2:

Beginning at a point which is North 89°27'54" East along the Section line 1417.50 feet and South 1268.96 feet from the North 1/4 corner of Section 3, T7S, R2E, SLB&M; thence along the arc of a 3066.00 feet radius curve to the left 54.15 feet (curve has a central angle of 01°00'43" with a cord bearing North 89°08'24" East 54.15 feet); thence North 88°38'02" East 66.72 feet; thence South 02°11'51" West 382.57 feet; thence North 41°52'29" West 26.25 feet; thence South 79°01'00" West 92.42 feet; thence North 00°18'50" East 377.95 feet to the point of beginning. Containing 0.9752 acres.

3. Except as amended by the provisions of this Ninth Supplement to Master Declaration, the Master Declaration shall remain unchanged and, together with this Ninth Supplement to Master Declaration, and all similar prior Supplements, shall constitute the Master Declaration of Protective Covenants, Conditions, Easements, Reservations and Restrictions for the Project as expanded by the annexation of the above-described Expansion Property.

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

DECLARANT:

WESTGATE, INC., a
Utah corporation

By: *H. M. Magleby*
H. M. Magleby, President

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 20th day of December, 1993, personally appeared before me H. M. Magleby, who, being by me duly sworn, did say that he is the President of WESTGATE, INC., a Utah corporation; that the within and foregoing instrument was signed in behalf of said corporation by authority of its Articles of Incorporation, Bylaws and Board of Directors; and he did further acknowledge to me that said corporation executed the same.

Sandra Steere
NOTARY PUBLIC

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