

#38.00

After recordation, return to:

Richard W. Sheffield  
Fillmore Spencer LLC  
3301 North University Avenue  
Provo, Utah 84604

SEQUOIA Development  
150 W 4800 S #29  
MURRAY, UT 84107

ENT 12620:2005 PG 1 of 4  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2005 Feb 07 1:33 pm FEE 38.00 BY AB  
RECORDED FOR OREM CITY CORPORATION

**FIRST SUPPLEMENTAL**

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

**Sleepy Ridge  
A Planned Residential Development**

**Orem, Utah**

**THIS FIRST SUPPLEMENTAL DECLARATION** is made as of this \_\_\_ day of January, 2005, by **Sequoia Development Group, LLC**, a Utah limited liability company ("Declarant"), pursuant to the following:

**RECITALS:**

A. Declarant is the owner and developer of Sleepy Ridge, an expandable planned residential development in Orem, Utah County, Utah (the "Development").

B. On or about December 13, 2004, Declarant caused to be recorded as Entry 139465:2004, Pages 1 through 53, in the Public Records, that certain **Declaration of Easements, Covenants, Conditions and Restrictions of Sleepy Ridge, A Planned Residential Development** (the "Declaration") relating to the Development.

C. Pursuant to Section 3.03 of the Declaration, Declarant is permitted to expand the Development by the annexation into the Development of additional real property that is part of the Additional Land as set forth and described in the Declaration (in Exhibit B thereto) for purposes of development into additional Lots and Common Areas, if any.

D. Declarant desires to annex land into the Development for development as an additional phase of the Development known as **Fairway Village at Sleepy Ridge P.R.D. - Phase 1**.

**NOW, THEREFORE**, Declarant hereby declares as follows:

1. All defined terms as used in this First Supplemental Declaration shall have the same meaning as those set forth and defined in the Declaration.

2. The real property described in **Exhibit A** hereto situated in Orem, Utah County, Utah, is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed into the Development and is to be held, transferred, sold, conveyed, and occupied as a part of the Development,

**TOGETHER WITH** all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the parcel of real property described in Exhibit A, whether or not the same are reflected on a 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 a Plat, 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 ten (10) years after the date on which the Declaration is recorded in the Public Records.

**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 real property described in Exhibit A 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, 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; **AND TO EACH OF THE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE DECLARATION.**

3. A separate additional subparagraph is added to Section 3.02 of the Declaration, after subparagraph (a) of Section 3.02, to read as follows:

(b) Twenty-two (22) Patio Lots as set forth and described on the Plat entitled Fairway Village at Sleepy Ridge P.R.D. - Phase 1.

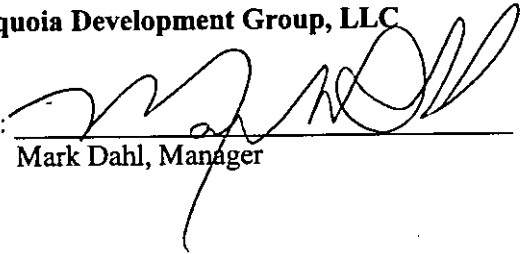
4. Except as amended by the provisions of this First Supplemental Declaration, the Declaration as previously supplemented shall remain unchanged and, together with this First Supplemental Declaration shall constitute the Declaration of Easements, Covenants, Conditions and Restrictions for the Development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

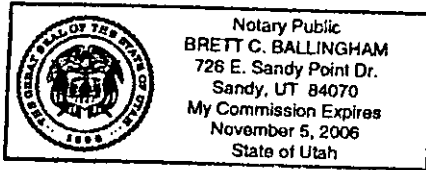
5. This First Supplemental Declaration shall be recorded in the Public Records concurrently with the Plat entitled **Fairway Village at Sleepy Ridge P.R.D. - Phase 1**, located in the City of Orem, Utah County, Utah, prepared and certified to by Derrick S. Smith (a registered Utah land surveyor holding Certificate No. 259961), executed and acknowledged by Declarant, and accepted by the City of Orem.

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

**DECLARANT**

**Sequoia Development Group, LLC**

By:   
Mark Dahl, Manager



STATE OF UTAH                    )  
  : ss.  
COUNTY OF UTAH                )

Acknowledged before me this 28<sup>th</sup> day of January, 2005, by Mark Dahl, as Manager of Sequoia Development Group, LLC.

  
NOTARY PUBLIC

**EXHIBIT A****TO FIRST SUPPLEMENTAL  
DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS****Sleepy Ridge  
A Planned Residential Development****Orem, Utah****The following real property located in the County of Utah, State of Utah:**

Beginning at a point on the Sleepy Ridge Drive Right-of-Dedication Plat "A": said point being North 89°34'05" East, along the section line, 24.303 feet and South 00°25'55" East, 2437.432 feet from the North Quarter Corner of Section 20, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running thence South 08°00'25" East, along said right-of-way, 39.000 feet; thence South 85°34'10" West, 49.865 feet to a point on a 200.00 foot radius curve to the left; thence 11.148 feet along said curve through a central angle of 03°11'38" (chord bears South 83°58'21" West, 11.147 feet); thence South 24°01'57" West, 7.080 feet; thence South 09°34'39" East, 4.808 feet; thence South 50°19'17" East, 91.992 feet; thence South 39°40'43" West, 70.000 feet; thence South 39°58'47" East, 77.264 feet; thence South 00°41'18" East, 139.948 feet; thence South 06°49'27" West, 68.935 feet; thence South 27°57'54" West, 71.582 feet; thence South 53°29'02" East, 5.000 feet; thence South 49°08'12" West, 105.382 feet; thence South 62°17'31" West, 104.628 feet; thence West, 93.342 feet; thence North 33°19'02" West, 47.869 feet; thence North 49°42'01" West, 58.980 feet; thence North 54°40'02" West, 106.227 feet; thence North 46°00'01" West, 40.000 feet to a point on a 484.000 foot radius curve to the left; thence 13.769 feet along said curve through a central angle of 01°37'48" (chord bears North 43°11'05" East, 13.768 feet); thence North 54°44'06" West, 102.843 feet; thence North 35°15'54" East, 90.029 feet; thence North 39°40'43" East, 476.932 feet; thence South 50°19'17" East, 123.480 feet to a point of non-tangency with a 116.000 foot radius curve to the right; thence 29.182 feet along said curve through a central angle of 14°24'50" (chord bears North 74°47'10" East, 29.105 feet); thence North 81°59'35" East, 3.964 feet to a point on a 200.00 foot radius curve to the left; thence 12.484 feet along said curve through a central angle of 03°34'35" (chord bears North 80°12'18" East, 12.482 feet); thence North 78°25'00" East, 49.865 feet to the point of beginning.

Contains: 5.48 Acres (22 Lots)