

After recordation, return to:

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

OF

NORTHGATE TOWNHOMES

A Planned Unit Development (Expandable)

American Fork, Utah County, Utah

THIS THIRD SUPPLEMENT TO DECLARATION is made as of this 22 day of August 1995, by **GEORGETOWN DEVELOPMENT, INC.**, a Utah corporation ("Declarant"), pursuant to the following:

RECITALS:

A. Declarant is the developer of Northgate Townhomes, an expandable Planned Unit Development in American Fork, Utah (the "Development").

B. On or about December 30, 1994, Declarant caused to be recorded as Entry No. 97659, Book 3597, Pages 1-23, inclusive, in the office of the Recorder of Utah County, Utah, that certain "Declaration of Easements, Covenants, Conditions and Restrictions of Northgate Townhomes, a Planned Unit Development (Expandable)" (the "Declaration") relating to the Development.

C. Pursuant to §3.03 of the Declaration, Declarant is permitted to annex into the Development 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, if any, consistent with the existing phases (Plats "A", "B", and "C") of the Development and with the Declaration.

D. Declarant desires to annex the balance of the Additional Land into the Development for development as Plat "D" of the Development.

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 American Fork, County and State of Utah, is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed into the Development to be held, transferred, sold, conveyed and occupied as a part thereof:

Beginning at a point which is North 00°28'07" East 847.26 feet along the Section line and West 955.55 feet from the East Quarter corner of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 126.06 feet; thence West 32.50 feet; thence South 124.50 feet; thence West 309.49 feet; thence North 35°48'58" East 12.01; thence along the arc of a 60.03 feet radius curve to the left 197.12 feet (curve has a central angle of 188°07'54" and a chord bearing North 24°53'50" East 119.76 feet); thence along the arc of a 25.00 feet radius curve to the right 31.81 feet (curve has a central angle of 72°54'07" and a chord bearing North 32°43'03" West 29.71 feet); thence North 03°44'00" East 23.95 feet; thence East 100.21 feet; thence North 03°44'00" East 214.77 feet; thence South 50°28'51" East 32.07; thence South 51°30'30" East 75.12 feet; thence South 57°46'34" East 119.76 feet to the point of beginning. Containing 1.5973 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 AND IN THE NORTHGATE/NORTHRIDGE MASTER DECLARATION, INCORPORATED HEREIN AS FULLY AS IF SET FORTH HEREIN AT LENGTH.**

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

3.02 Subdivision into Lots. The Development is hereby subdivided into eighty-three (83) Lots, as set forth and described in the Development Plats, each with appurtenant and equal rights and easements of use and enjoyment in and to any Common Areas, as well as appurtenant obligations, all as set forth in this Declaration.

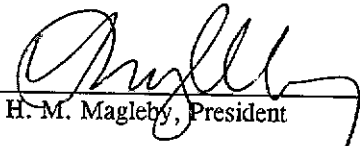
4. Except as amended by the provisions of this Third Supplement to Declaration, the Declaration, as previously supplemented or amended, shall remain unchanged and, together with this Third Supplement to Declaration, shall constitute the Declaration of Easements, Covenants, Conditions and Restrictions for the Development as expanded by the annexation of the Additional Land described herein. There shall be no further expansion of the Development.

5. This Third Supplement to Declaration shall be recorded concurrently with the Plat entitled "Plat "D", Northgate Townhomes, A Planned Unit Development, American Fork City, Utah", prepared and certified to by David V. Thomas (a duly registered Utah Land Surveyor holding Certificate No. 163947), executed and acknowledged by Declarant, accepted by American Fork City, and filed for record in the office of the County Recorder of Utah County.

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

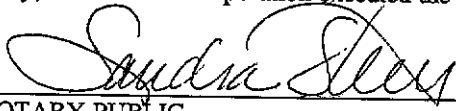
DECLARANT:

GEORGETOWN DEVELOPMENT, INC.,
a Utah corporation

By: 
H. M. Magleby, President

STATE OF UTAH)
COUNTY OF UTAH) : ss.

On this 22 day of August, 1995, personally appeared before me H. M. Magleby who, being by me duly sworn, did say that he is the President of Georgetown Development, Inc., a Utah corporation; that said instrument was signed by him in behalf of said corporation pursuant to authority; and that said corporation executed the same.


NOTARY PUBLIC

