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ENT 104691:2007 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 Jul 19 3:42 pm FEE 76.00 BY SW
RECORDED FOR LEHI CITY CORPORATION

**SECOND SUPPLEMENTAL
DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS
CONDITIONS AND RESTRICTIONS
(Including Owner Associated Bylaws)**

SUNSET HOLLOW AT THANKSGIVING POINT

(A Planned Unit Development)

Lehi, Utah County, Utah

THIS SECOND SUPPLEMENTAL DECLARATION is made as of this ____ day of _____, 2007 by **CASTLEWOOD – THANKSGIVING POINT, LLC**, a Utah limited liability company ("**Declarant**"), pursuant to the following:

RECITALS:

A. Declarant is the owner of Sunset Hollow at Thanksgiving Point Plat C, and desires its annexation into Sunset Hollow at Thanksgiving Point, an expandable planned unit development in Lehi, Utah County, Utah (the "**Development**").

B. On or about February 9, 2005, Thanksgiving Ridge, LLC, ("**Developer**") caused to be recorded as Entry 13801:2005, Pages 1 through 32, in the Public Records, that certain **Declaration of Protective Easements Covenants, Conditions and Restrictions (Including Owner Association Bylaws) of Sunset Hollow at Thanksgiving Point** (the "**Declaration**") relating to the Development,

C. On or about January 18, 2006, Developer caused to be recorded as Entry 6111:2006, Pages 1 through 3, in the Public Record, that **Certain First Supplemental Declaration of Protective Easements, Covenants, Conditions and Restrictions of Sunset Hollow at Thanksgiving Point**.

D. 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, consistent with the existing First Phase of the Development and with the Declaration.

E. Declarant desires to annex land into the Development for development as a Third Phase of the Development.

NOW, THEREFORE, Declarant hereby declares as follows:

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

2. The following described real property situated in Lehi, 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:

PARCEL 1:

PROPOSED PLAT "C" (South Parcel)

A portion of the Northeast Quarter of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Lehi City, more particularly described as follows: Beginning at a point on the Westerly right-of-way line of Garden Drive located South 0°14'20" East along the Section line 656.40 feet and West 574.34 feet from the Northeast corner of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 39°18'15" East along said Westerly right-of-way line 31.20 feet; thence along the arc of a 8,026.00 foot curve to the left 237.23 feet through a central angle of 1°41'37" (chord: South 40°09'03" East 237.23 feet); thence South 81°02'05" West 262.36 feet; thence South 72°37'26" West 359.79 feet; thence South 68°14'41" West 217.11 feet; thence North 31°41'31" West 506.07 feet; thence North 58°18'29" East 96.25 feet; thence North 27°02'18" East 45.98 feet; thence North 58°18'25" East 113.33 feet; thence South 39°18'15" East 275.28 feet; thence North 72°37'26" East 16.12 feet; thence South 17°22'34" East 117.00 feet; thence North 72°37'26" East 445.60 feet; thence North 50°41'45" East 62.17 feet to the point of beginning.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the said parcel of real property, 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 this Declaration): (i) to construct and complete

each of the Buildings and Units and all of the other improvements described in this 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 10 years after the date on which this Declaration is recorded in the Public Records.

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, 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 THIS DECLARATION.**

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

3.02 Division into Lots. The Development is hereby divided into One Hundred Eighty Six (186), Lots as set forth and described on the Plat, 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, etc., as set forth in this Declaration.

4. Except as amended by the provisions of this Second Supplemental Declaration, the First Supplemental Declaration, the Declaration as previously supplemented shall remain unchanged and, together with this Second Supplemental Declaration, the First Supplemental Declaration shall constitute the Declaration of Protective Easements, Covenants, Conditions and

