

American Housing of Utah
11775 S. State St
Draper, UT 84020

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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Feb 25 12:41 pm FEE 15.00 BY SS
RECORDED FOR AMERICAN HOUSING OF UTA

SIXTH SUPPLEMENT TO
PROCLAMATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
TOWNHOMES AT POINTE MEADOWS
A Planned Unit development (Expandable)

Lehi, Utah County, Utah

THIS SIXTH SUPPLEMENT TO PROCLAMATION is made as of this 11th day of February 2004, by POINTE MEADOWS TOWNHOMES, L.L.C., a Utah limited liability company (the "Declarant"), pursuant to the following:

RECITALS:

A. Declarant is the Declarant as identified and set forth in that certain Proclamation of Easements, Covenants, Conditions and Restrictions Affecting the Real Property Known as TOWNHOMES AT POINTE MEADOWS dated, October 15, 2003, and recorded in the office of the Utah County Recorder, on October 15, 2003, as Entry No. 165895:2003, (the "Proclamation"). Such Proclamation relates to that certain real property located in Utah County, State of Utah, and known by the Declarant as Townhomes at Pointe Meadows Phase 5.

B. Declarant reserves the right to amend the Proclamation, all in accordance with the terms hereinafter set forth, and desires to so amend the Proclamation to add Phase VI to Townhomes at Pointe Meadows and to subject the same to the terms of the Proclamation as amended hereby.

NOW, THEREFORE, in consideration of the recitals set forth herein above, the Declarant hereby declares and certifies as follows:

All defined terms as used in this Sixth Supplement to Proclamation shall have the same meaning as those set forth and defined in the Proclamation.

1. Submission of Phase VI. Declarant hereby submits the following described real properties, and its interests therein, to the terms, conditions, restrictions, covenants and easements to the terms of the Proclamation, as amended:

The following described real property situated in the City of Lehi, Utah County, and State of Utah, is hereby submitted to the provisions of the Proclamation and, pursuant thereto, is hereby annexed into the Development to be held, transferred, sold, conveyed and occupied as a part thereof.

Phase VI, POINTE MEADOWS SUBDIVISION, a Planned Unit Development, being all of Lot 2, Phase V, Pointe Meadows Subdivision, more Particularly described as follows:

A portion of the Northwest ¼ of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian, located in Lehi, Utah, more particularly described as follows: Beginning at a point located North 89°48'10" East along the ¼ Section line 1,794.86 feet and North 268.17 feet from the West ¼ corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 31°40'35" West 97.98 feet; thence Northeasterly along the arc of a 382.28 foot radius non-tangent curve (radius bears: North 21°32'59" West) concave Southwesterly, 120.51 feet through a central angle of 18°03'37" (chord: North 59°25'17" East 120.01 feet); thence along the arc of a 20.00 foot radius curve to the right 14.09 feet through a central angle of 40°22'18" (chord: North 70°34'42" East 13.80 feet); thence along the arc of 467.00 foot radius non-tangent curve (radius bears: South 46°23'31" West) concave Northeasterly, 111.67 feet through a central angle of 13°42'03" (chord: South 36°45'27" East 111.41 feet); thence South 65°34'00" West 144.50 feet to the point of beginning.

TOGETHER WITH all easements, right-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property, wether 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 consistent with the provisions of the Proclamation): (i) to construct and complete each

of the buildings and Units and all of the other improvements described in the Proclamation or in the Plat recorded concurrently herewith, and to do all things reasonably necessary or proper on 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 landscape 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 Proclamation is filed for record in the office of the County Recorder of Utah County, Utah.

ALL 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, encroachments, or discrepancies shown on or revealed by the Plat or otherwise existing; an existing on easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies that said 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 THIS PROCLAMATION.**

3. Section 3.2 of the Proclamation is amended in its entirety to read as follows:

Division into Lots. The development is hereby subdivided into twenty-eight (28) Lots, as set forth and described in the Plats, each with appurtenant and equal rights and easements of use and enjoyment in and to any Common Areas, as well as appurtenant obligation, all as set forth in this Proclamation.

4. Except as amended by the provisions of this Sixth Supplement to Proclamation, the Proclamation shall remain unchanged and, together with this Sixth Supplement to Proclamation shall constitute the Proclamation of Easements, Covenants, Conditions and Restrictions for the Development as expanded by the annexation of the Additional Land described herein.

5. This Sixth Supplement to Proclamation shall be recorded concurrently with the Plat entitled Phase VI, Pointe Meadows, A Planned Unit Development (Expandable), City of Lehi, Utah County, Utah, prepared and certified to by Dennis P. Carlisle, (a duly registered Utah Land Surveyor holding Certificate No. 172675), executed and acknowledged by Declarant, accepted by Lehi City, and filed for record in the office of the County Recorder of Utah County.

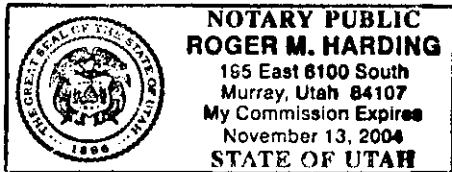
IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first above set forth.

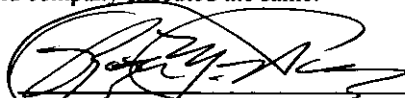
DECLARANT:
POINTE MEADOWS TOWNHOMES, L.L.C.
A Utah limited Liability Company

By: 
Armando Alvarez, Member

State of Utah)
)
) :SS
County of Utah Salt Lake)

On this 12th day of Feb., 20 04, personally appeared before me Armando Alvarez, who being by me duly sworn, did say that he is a Member of Pointe Meadows Townhomes, L.L.C., a Utah limited liability company; that said instrument was signed by him in behalf of said company pursuant to authority; and that said company executed the same.




NOTARY PUBLIC