

WHEN RECORDED RETURN TO:  
Jed Stewart  
Fieldstone Utah Investors, LLC  
12896 S. Pony Express Rd. #400  
Draper, UT 84020  
(801) 568-2340  
Jed.Stewart@fieldstone-homes.com

**CORRECTED DECLARATION OF REMOVAL  
OF PROPERTY FROM THE PROVISIONS OF THE UTAH CONDOMINIUM  
OWNERSHIP ACT AND NEIGHBORHOOD DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR  
PINEAE VILLAGE CONDOMINIUM**

STATE OF UTAH                    )  
  ss:  
COUNTY OF SALT LAKE    )

**RECITALS**

A. The undersigned is the record owner of the real property described with particularity on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), and that there are no other owners of said Property.

B. The Property is subject to the following instruments:

1. A Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Pineae Village, a planned unit development, was recorded in the office of the County Recorder of Davis County, Utah on April 27, 2007 as Entry No. 2265491 in Book 4271 at Pages 392-468 of the official records (the "Master Declaration").

2. A Neighborhood Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Pineae Village Condominium was recorded in the office of the County Recorder of Davis County, Utah on April 27, 2007 as Entry No. 2265494 in Book 4271 at Pages 526-554 of the official records (the "Condominium Declaration").

3. An Amendment to Neighborhood Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Pineae Village Condominium recorded in the Office of the Davis County Recorder on November 8, 2011 as Entry No. 2626341, in Book 5396 at Pages 1116-1126 of the official records (the "November 2011 Amendment").

4. The related Plat Maps for Buildings 306, 307, and 217 (Lots 151 C, E, and F) have also been recorded in the office of the County Recorder of Davis County, Utah.

C. Article III, Section 16 of the Condominium Declaration expressly reserved to Declarant the right to amend the Condominium Declaration.

D. This amendment affects the Property.

E. Any and all mortgages, deeds of trust, security instruments or other encumbrances that now exist against the Property shall transfer, unaltered, to the individual interests that survive the results of the recording of this Declaration of Removal.

F. All of the beneficiaries to indebtedness secured by the Property by their signature(s) below do hereby consent to the removal of the Property from the provisions of the Act and the Condominium Declaration.

G. The undersigned wishes to by this document:

1. Remove the Property from the provisions of the Utah Condominium Ownership Act, Utah Code Ann., Sections 57-8-1 et seq. (1963) as amended and supplemented (the "Act"), the Master Declaration, and the Condominium Declaration in order to qualify the Project for HUD or other government financing;

2. Grant to the Declarant the right to re-annex Buildings 217, 306, and 307 (Plat III).

H. The Declaration of Removal of Property from the Provisions of the Utah Condominium Ownership Act and Neighborhood Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Pineae Village Condominium was recorded in the office of the Davis County Recorder on March 14, 2012 as Entry No. 2649001 in Book 5478 at Pages 176-180. The Declarant desires hereby to correct certain inadvertent errors and omissions in the foregoing document.

#### **REMOVAL, WITHDRAWAL AND VACATION OF LAND**

1. **Declaration of Removal.** For the reasons stated the undersigned does hereby remove, withdraw and vacate the Property from the provisions of the Act and the Condominium Declaration pursuant to the provisions of Section 57-8-22 of the Act.

2. **Percentage of Ownership.** Each deed of a Unit has irrevocably reserved to the undersigned the power to appoint to Owners, from time to time, a corresponding percentage of undivided ownership interest in the Common Area and an ownership interest in the association


of condominium unit owners (the "Association"). The ownership interest of each Unit after the contraction of the Project shall be an ownership interest in the Common Area and the Association as the Project has been contracted, and this will be expressed in a Supplement to the Condominium Declaration. A power coupled with an interest has been granted to the Declarant, its successors and assigns, as attorney in fact, and is hereby expressly reserved to shift ownership interests in the Association in accordance with the Condominium Declaration and this Declaration of Removal. Various provisions of the Condominium Declaration and deeds and mortgages of the units may contain clauses designed to accomplish a shifting of the ownership interest in the Common Area and the Association. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the ownership interest in the Association can be accomplished. Accordingly, upon the recordation of this Declaration of Removal, a revised schedule of ownership interests in the Common Area and the Association shall be prepared and recorded under separate cover by the undersigned, and thereupon shall automatically become effective for all purposes and shall fully supersede any previous schedule associated with any prior phase or number.

3. **Effective Date.** This document and the removal, withdrawal and vacation of said Property shall become effective on the date it is recorded in the Office of the County Recorder of Salt Lake County, Utah.

Further, Affiant saith not.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand this \_\_\_ day of March, 2012.

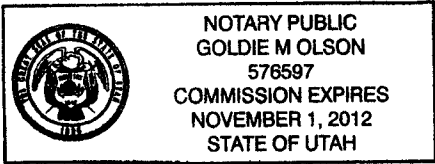
DECLARANT:  
CITYVIEW PINEAE 227, LLC

By:   
Name: Jed Stewart  
Its: Manager

STATE OF UTAH                    )  
  )ss:  
COUNTY OF SALT LAKE    )

On the 22 day of March, 2012, personally appeared before me, Jed Stewart, who by me being duly sworn, did say that he is the Manager of Cityview Pineae 227, LLC, and that the within and foregoing instrument was signed in behalf of said Company by authority of a resolution of its Members or its Articles of Organization and Operating Agreement, and said Jed Stewart, duly acknowledged to me that said Company executed the same.

  
\_\_\_\_\_  
NOTARY PUBLIC



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

VACATION PARCEL

Building 306, 307, and 217 (Plat III)

All of Units A thru L, Building 306, Lot 151-C, PINEAE VILLAGE PLAT III, LOTS 151 A-F, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

All of Units A thru L, Building 307, Lot 151-E, PINEAE VILLAGE PLAT III, LOTS 151 A-F, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

All of Units A thru F, Building 217, Lot 151-F, PINEAE VILLAGE PLAT III, LOTS 151 A-F, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

Parcel Numbers are 02-226-0043 thru 02-226-0066 and 02-226-0001 thru 02-226-0006