

WHEN RECORDED RETURN TO:
CityView Pineae Village 227, L.P.,
a Delaware limited partnership
6150 South Redwood Road
Taylorsville, Utah 84123
(801) 856-0840

E 2408444 B 4669 P 542-551
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/04/2008 02:39 PM
FEE \$88.00 Pgs: 10
DEP RTT REC'D FOR CENTERVILLE CITY

**THIRD AMENDED FIRST SUPPLEMENT^D
TO
NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS, AND RESERVATION OF EASEMENTS
FOR
PINEAE VILLAGE CONDOMINIUM PLAT III, LOTS 151 A-F
(amending Pineae Village P.U.D. Lot 151)**

This Third Amended First Supplement to Neighborhood Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Pineae Village Condominium Plat III, Lots 151 A-F (amending Pineae Village P.U.D. Lot 151) (the "Third Amended First Supplement") is made and executed by CityView Pineae Village 227, L.P., a Delaware limited partnership, whose Utah address is 6150 South Redwood Road, Taylorsville, Utah 84123 (the "Declarant").

02-226-0043 thru 0054

0067

RECITALS

A. Whereas, the 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").

B. Whereas, an Amendment to 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 30, 2008 as Entry No. 2361477 in Book 4523 at Pages 1219-1223 of the official records (the "First Amendment to Master Declaration").

C. Whereas, the 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. 2265492 in Book 4271 at Pages 469-496 of the official records (the "Condominium Declaration").

E. Whereas the First Supplement to Neighborhood Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Pineae Village Condominium Plat III, Lots 151A-F (amending Pineae Village P.U.D. Lot 151) was recorded on November 24, 2008 in the office of the County Recorder of Davis County, Utah as Entry No. 2406588 of the official records (the "First Supplement").

F. Whereas an Affidavit of Withdrawal of the First Supplement to Neighborhood Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Pineae Village Condominium Plat III, Lots 151 B-E (amending Pineae Village P.U.D. Lot 151) was subsequently recorded in the office of the County Recorder of Davis County, Utah as Entry No.

_____ of the official records.

G. Whereas, under Article III, Section 16 of the Condominium Declaration, Declarant expressly reserved the absolute right to amend said Declaration.

H. Whereas, Declarant is the owner of the real property known as Pineae Village Plat III, Lot 151C (the "Plat III, Lot 151C Property").

I. Whereas, Declarant has constructed or is in the process of constructing upon the Plat III, Lot 151C Property, as shown on the Final Plat for Plat III, Lots 151 A-F, Building No. 305 and twelve (12) Condominium Units located therein together with Common Areas and Facilities, and other improvements. The construction will be completed in accordance with the plans contained in the Final Plat for Plat III, Lots A-F heretofore recorded.

J. Whereas, Declarant desires to amend the percentages of ownership interest.

AGREEMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, Declarant hereby executes this Third Amended First Supplement to the Condominium Declaration.

1. **Supplement to Definitions.** Article I of the Declaration, entitled "Definitions," is hereby modified to include the following supplemental definitions:

1.1 The term **Final Plat** shall mean and refer to the Final Plat for the Plat III, Lot 151C Property prepared and certified to by John Riddle of Ridgeline Land Surveying, a duly registered Utah Land Surveyor holding Certificate No. 5331543, and filed for record in the Office of the County Recorder of Davis County, Utah as part of Pineae Village Plat III, Lots A-F.

1.2 The term **Third Amended First Supplement to the Condominium Declaration** shall mean and refer to this Third Amended First Supplement to Neighborhood Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Pineae Village Condominium Plat III, Lot 151C.

2. **Legal Description.** The Plat III, Lot 151C Property shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Master Declaration and Condominium Declaration, as supplemented and amended from time to time.

3. **Total Number of Units Revised.** As shown on the Final Plat, Building No. 305 and the twelve (12) Condominium Units located therein will be constructed and/or created in the Project. The Buildings and Condominium Units are or will be substantially similar in construction, design, and quality to the Buildings and Condominium Units in the prior phases of the Condominium Neighborhood.

4. **Percentage Interest Revised.** Pursuant to the Master Declaration and Condominium Declaration, Declarant is required with the Affidavit of Withdrawal to reallocate the undivided percentages of ownership interest in the Common Areas and Facilities. The changes are set forth in Exhibit "G" (Percentages of Undivided Ownership Interests) attached hereto and incorporated herein by this reference, is substituted in lieu thereof.

5. **Conflict With Master Declaration.** In the event of any conflict, inconsistency or incongruity between the provisions of the Master Declaration and this Third Amended First Supplement, the former shall in all respects govern and control.

6. **Conflict With Condominium Declaration.** In the event of any conflict, inconsistency or incongruity between the provisions of the Condominium Declaration and this Third Amended First Supplement, the latter shall in all respects govern and control.

7. **Effective Date.** The effective date of this Third Amended First Supplement to the Declaration and the Final Plat shall be the date on which said instruments are filed for record in the Office of the County Recorder of Davis County, Utah.


IN WITNESS WHEREOF, the Declarant has hereunto set his hand this 3rd day of December, 2008.

DECLARANT:

CityView Pineae Village 227, L.P.,
a Delaware limited partnership

By: CityView Pineae Village, LLC
a Delaware limited liability company

Its: General Partner


By:  _____

Name: Quinn Mortensen

Title: Authorized Person

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

On the 3 day of December, 2008, personally appeared before me Quinn Mortensen, who by me being duly sworn, did say that he is the Authorized Person of CityView Pineae Village, LLC, a Delaware limited liability company, the General Partner of CityView Pineae Village 227, L.P., a Delaware limited partnership, and that the within and foregoing instrument was signed in behalf of said Partnership by authority of a resolution of its Partners or its Limited Partnership Agreement, and said Quinn Mortensen, duly acknowledged to me that said Limited Partnership executed the same.



NOTARY PUBLIC
Residing at: SALT LAKE
My Commission Expires: 11/2011

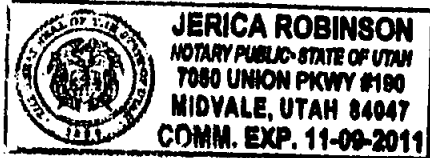


EXHIBIT "A"
LEGAL DESCRIPTION

The land described in the foregoing document is located in Davis County, Utah and is described more particularly as Pineae Village Plat III, Lots 151A - F

Lot 151C, Units A thru L

ALL OF LOT 151 OF PINEAE VILLAGE P.U.D., RECORDED APRIL 27, 2007 AS ENTRY NO. 2265490 IN THE DAVIS COUNTY RECORDERS OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHWEST CORNER OF LOT 151 OF PINEAE VILLAGE P.U.D; SAID POINT BEING NORTH 0°09'49" EAST 1122.10 FEET AND NORTH 89°50'11" WEST 1578.58 FEET FROM THE MONUMENT AT THE INTERSECTION OF MAIN STREET AND PARISH LANE, SAID POINT ALSO BEING NORTH 00°02'34" EAST 3578.79 FEET ALONG THE QUARTER SECTION LINE AND NORTH 89°57'26" WEST 667.76 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, AND RUNNING THENCE SOUTH 59°52'25" EAST 21.64 FEET TO A POINT ON 165.00 FOOT RADIUS CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 30°00'00"; THENCE EASTERLY ALONG SAID CURVE A DISTANCE OF 86.39 FEET, (CHORD BEARS SOUTH 74°52'25" EAST 85.41 FEET); THENCE SOUTH 89°52'25" EAST 410.20 FEET TO A POINT ON 165.00 FOOT RADIUS CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 09°57'19"; THENCE EASTERLY ALONG SAID CURVE A DISTANCE OF 28.67 FEET, (CHORD BEARS NORTH 85°08'56" EAST 28.63) FEET; THENCE SOUTH 00°04'57" EAST 95.88 FEET; THENCE SOUTH 24°50'52" EAST 42.79 FEET; THENCE NORTH 90°00'00" EAST 90.79 FEET; THENCE SOUTH 00°00'01" EAST 172.93 FEET; THENCE NORTH 89°39'51" WEST 684.39 FEET; THENCE NORTH 00°20'09" EAST 37.16 FEET; THENCE NORTH 47°01'46" EAST 36.45 FEET; THENCE NORTH 00°02'28" WEST 264.85 FEET; THENCE NORTH 45°33'57" EAST 12.22 FEET TO THE POINT OF BEGINNING.

CONTAINS 188,394 SQUARE FEET OR 4.32 ACRES.

LESS AND EXCEPTING Lots 151 D and 151 E, and their appurtenant interest in the common areas.

EXHIBIT "G"
PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST

Phase	Lot No.	Building No.	Unit No.	Percentage of Ownership Interest
1	101			0.613496%
1	102			0.613496%
1	103			0.613496%
1	104			0.613496%
1	105			0.613496%
1	106			0.613496%
1	107			0.613496%
1	108			0.613496%
1	109			0.613496%
1	110			0.613496%
1	111			0.613496%
1	112			0.613496%
1	113			0.613496%
1	114			0.613496%
1	115			0.613496%
1	116			0.613496%
1	117			0.613496%
1	118			0.613496%
1	119			0.613496%
1	120			0.613496%
1	121			0.613496%
1	122			0.613496%
1	123			0.613496%
1	124			0.613496%
1	125			0.613496%
1	126			0.613496%
1	127			0.613496%
1	128			0.613496%
1	129			0.613496%
1	130			0.613496%
1	131			0.613496%
1	132			0.613496%
1	133			0.613496%
1	134			0.613496%
1	135			0.613496%
1	136			0.613496%
1	137			0.613496%
1	138			0.613496%
1	139			0.613496%
1	140			0.613496%
1	141			0.613496%

Phase	Lot No.	Building No.	Unit No.	Percentage of Ownership Interest
1	142			0.613496%
1	143			0.613496%
1	144			0.613496%
1	145			0.613496%
1	146			0.613496%
1	147			0.613496%
1	148			0.613496%
1	149			0.613496%
2	154	214	A	0.613496%
2	154	214	B	0.613496%
2	154	214	C	0.613496%
2	154	214	D	0.613496%
2	154	214	E	0.613496%
2	154	214	F	0.613496%
2	154	215	A	0.613496%
2	154	215	B	0.613496%
2	154	215	C	0.613496%
2	154	215	D	0.613496%
2	154	215	E	0.613496%
2	154	215	F	0.613496%
2	154	216	A	0.613496%
2	154	216	B	0.613496%
2	154	216	C	0.613496%
2	154	216	D	0.613496%
2	154	216	E	0.613496%
2	154	216	F	0.613496%
2	155	204	A	0.613496%
2	155	204	B	0.613496%
2	155	204	C	0.613496%
2	155	204	D	0.613496%
2	155	204	E	0.613496%
2	155	204	F	0.613496%
2	155	205	A	0.613496%
2	155	205	B	0.613496%
2	155	205	C	0.613496%
2	155	205	D	0.613496%
2	155	205	E	0.613496%
2	155	205	F	0.613496%

Phase	Lot No.	Building No.	Unit No.	Percentage of Ownership Interest
2	155	206	A	0.613496%
2	155	206	B	0.613496%
2	155	206	C	0.613496%
2	155	206	D	0.613496%
2	155	206	E	0.613496%
2	155	206	F	0.613496%
2	155	207	A	0.613496%
2	155	207	B	0.613496%
2	155	207	C	0.613496%
2	155	207	D	0.613496%
2	155	208	A	0.613496%
2	155	208	B	0.613496%
2	155	208	C	0.613496%
2	155	208	D	0.613496%
2	155	209	A	0.613496%
2	155	209	B	0.613496%
2	155	209	C	0.613496%
2	155	209	D	0.613496%
3	152	301	A	0.613496%
3	152	301	B	0.613496%
3	152	301	C	0.613496%
3	152	301	D	0.613496%
3	152	301	E	0.613496%
3	152	301	F	0.613496%
3	152	301	G	0.613496%
3	152	301	H	0.613496%
3	152	301	I	0.613496%
3	152	301	J	0.613496%
3	152	301	K	0.613496%
3	152	301	L	0.613496%
3	153	302	A	0.613496%
3	153	302	B	0.613496%
3	153	302	C	0.613496%
3	153	302	D	0.613496%
3	153	302	E	0.613496%
3	153	302	F	0.613496%
3	153	302	G	0.613496%
3	153	302	H	0.613496%
3	153	302	I	0.613496%

Phase	Lot No.	Building No.	Unit No.	Percentage of Ownership Interest
3	153	302	J	0.613496%
3	153	302	K	0.613496%
3	153	302	L	0.613496%
5A	151A	304	A	0.613496% ¹
5A	151A	304	B	0.613496%
5A	151A	304	C	0.613496%
5A	151A	304	D	0.613496%
5A	151A	304	E	0.613496%
5A	151A	304	F	0.613496%
5A	151A	304	G	0.613496%
5A	151A	304	H	0.613496%
5A	151A	304	I	0.613496%
5A	151A	304	J	0.613496%
5A	151A	304	K	0.613496%
5A	151A	304	L	0.613496%
5B	151B	303	A	0.613496%
5B	151B	303	B	0.613496%
5B	151B	303	C	0.613496%
5B	151B	303	D	0.613496%
5B	151B	303	E	0.613496%
5B	151B	303	F	0.613496%
5B	151B	303	G	0.613496%
5B	151B	303	H	0.613496%
5B	151B	303	I	0.613496%
5B	151B	303	J	0.613496%
5B	151B	303	K	0.613496%
5B	151B	303	L	0.613496%
5C	151C	305	A	0.613496%
5C	151C	305	B	0.613496%
5C	151C	305	C	0.613496%
5C	151C	305	D	0.613496%
5C	151C	305	E	0.613496%
5C	151C	305	F	0.613496%
5C	151C	305	G	0.613496%
5C	151C	305	H	0.613496%
5C	151C	305	I	0.613496%
5C	151C	305	J	0.613496%
5C	151C	305	K	0.613496%
5C	151C	305	L	0.613496%

¹ Within the Condominium Neighborhood the fractional interest of each condominium unit is 1/36.

6	151F	624 N.	A	0.613496%
6	151F	620 N.	B	0.613496%
6	151F	616 N.	C	0.613496%
6	151F	612 N.	D	0.613496%
6	151F	608 N.	E	0.613496%
6	151F	604 N.	F	0.613496%

TOTAL: 163

100.0%