

**RETURNED**

**When Recorded, Mail To: MAY 7 ~ 2002**

Eaglepointe Development, L.C.

C/O SKY Properties, Inc.

585 West 500 South, Suite #110

Bountiful, UT 84010

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SHERYL L. WHITE, DAVIS CNTY RECORDER  
2002 MAY 7 1:15 PM FEE 180.00 DEP AC  
REC'D FOR DAVIS COUNTY (RALPH)

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Space Above This Line for Recorder's Use Only

**SECOND AMENDMENT TO DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS, AND RESERVATION OR GRANT OF EASEMENTS  
FOR EAGLEPOINTE ESTATES PHASES 1, 2, AND 3**

This **Second Amendment to Declaration of Protective Covenants, Conditions, Restrictions and Reservation or Grant of Easements** (hereinafter referred to as the "Second Amendment"), is made to be effective as of the 1st day of April, 2002, by the undersigned parties (collectively hereinafter referred to as the "Declarant"); in contemplation of the following facts and circumstances:

A. The undersigned constitute the owners of at least seventy-five percent (75%) of all of **Lots 101 through and including 171 in EAGLEPOINTE ESTATES PHASE 1 Subdivision**, according to the official plat thereof, on file and of record in the Davis County Recorder's Office. Said Lots are hereinafter collectively referred to as "Eaglepointe Phase 1".

B. There was filed in the Office of the Davis County Recorder that certain **DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OR GRANT OF EASEMENTS FOR EAGLEPOINTE ESTATES PHASES 1, 2, & 3** dated June 30, 1999 and recorded July 2, 1999 as Entry No. 1529721 in Book 2528 at Page 468 (the "Original Declaration").

C. There was filed in the Office of the Davis County Recorder that certain **FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATION OR GRANT OF EASEMENTS FOR EAGLEPOINTE ESTATES PHASES 1, 2, & 3** dated October 27, 1999 and recorded October 27, 1999 as Entry No. 1555030 in Book 2575, at Page 297 (the "First Amendment"). The Original Declaration and the First Amendment are hereinafter collectively referred to as the "Declaration".

D. Declarant desires to further amend the Declaration with regard to only the Lots situated in Eaglepointe Phase 1, as more fully set forth hereinbelow.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. **Revisions to Section 5.6.** Section 5.6 of the Declaration is hereby amended to read as follows (the changed terms are in bold and underlined italics):

5.6 Minimum Size and Length of Dwelling. No dwelling shall be permitted on any Lot wherein the stacking is more than two and one-half (2 1/2) stories in height, and the ground floor area of the main structure, exclusive of garages and open porches, is less than the following area measurements:

(i) For any single story dwelling to be constructed within EAGLEPOINTE ESTATES PHASE 1 on any of Lots 101 through and including Lot 113 situated on the east side of Eagleridge Drive and Lots 156 through and including Lot 171 situated on the west side of Eagleridge Drive, 1,500 square feet, not including basement area. For any single story dwelling to be constructed upon the other lots situated within EAGLEPOINTE ESTATES PHASE 1 (i.e. Lots 114 through and including Lot 155) 1,650 square feet, not including basement area. For any single story dwelling to be constructed upon any lots situated within EAGLEPOINTE ESTATES PHASES 2 and 3, 1,800 square feet, not including basement area;

(ii) For any two story dwelling to be constructed within EAGLEPOINTE ESTATES PHASE 1 on any of Lots 101 through and including Lot 113 situated on the east side of Eagleridge Drive and Lots 156 through and including Lot 171 situated on the west side of Eagleridge Drive, 950 square feet on the main floor with the aggregate area of above ground floors of the structure to total a minimum area of 1,900 square feet. For any two story dwelling to be constructed upon the other lots situated within EAGLEPOINTE ESTATES PHASE 1 (i.e. Lots 114 through and including Lot 155) 1,000 square feet on the main floor with the aggregate area of above ground floors of the structure to total a minimum area of 2,100 square feet. For any two story dwelling to be constructed upon any lots situated within EAGLEPOINTE ESTATES PHASES 2 or 3, 1,100 square feet on the main floor with the aggregate area of above ground floors of the structure to total a minimum area of 2,400 square feet;

(iii) For any multi-level dwelling to be constructed within EAGLEPOINTE ESTATES PHASE 1, 1,300 total square feet for the upper two (2) main living levels, provided however that no multi-level dwelling shall have less than 2,100 finished square feet, excluding basement, as measured from the level of the sidewalk in front of the dwelling. For any multi-level dwelling to be constructed within EAGLEPOINTE ESTATES PHASES 2 and 3, 1,600 total square feet for the upper two (2) main living levels, provided however that no multi-level dwelling shall have less than 2,400 finished square feet, excluding basement, as measured from the level of the sidewalk in front of the dwelling.

2. Declaration in Full Force and Effect as Amended. The parties hereto certify that the Declaration is in full force and effect as amended hereby.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment as of date set forth above.

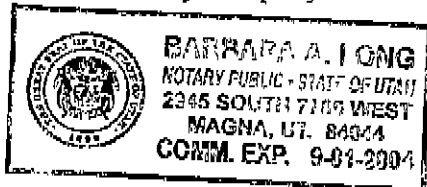
**EAGLEPOINTE DEVELOPMENT, L.C.,**  
a Utah limited liability company

By: **Its Manager**  
**EXCEL INVESTMENT CORPORATION,**  
a Utah corporation

By: W. Scott Kjar  
W. Scott Kjar, its Vice President

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF DAVIS        )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2002, by **W. SCOTT KJAR**, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Vice President of **EXCEL INVESTMENT CORPORATION**, a Utah corporation, the manager of **EAGLEPOINTE DEVELOPMENT, L.C.**, a Utah limited liability company, and that said document was signed by him in behalf of said corporation by authority of its bylaws (or a resolution of its board of directors, as the case may be) in its capacity of Manager of **EAGLEPOINTE DEVELOPMENT, L.C.**, and said **W. SCOTT KJAR** acknowledged to me that said corporation executed the same on behalf of said limited liability company.



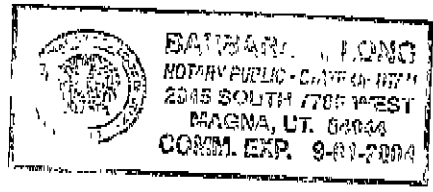
Barbara A. Long  
Notary Public, State of Utah

**B&E PACE INVESTMENT, LTD.**, a Utah limited partnership  
as to Lot #'s 117, 144, 146, 149, 160

By: *[Signature]*  
W. Earl Pace, its general partner

STATE OF UTAH            )  
                                  ): ss.  
COUNTY OF DAVIS        )

On this 26<sup>th</sup> day of April, 2002, personally appeared before me  
**W. EARL PACE**, who is the general partner of **B&E PACE INVESTMENT, LTD.**, a Utah  
**limited partnership**, which limited partnership is the signer of this instrument and he acknowledged  
to me that the foregoing instrument was signed by him in behalf of **B&E PACE INVESTMENT,**  
**LTD.**, and said **W. EARL PACE** acknowledged to me that said limited partnership executed the  
same.



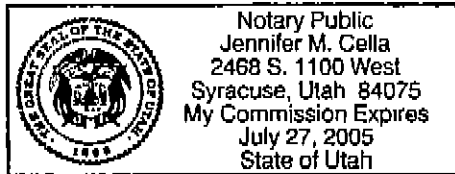
*[Signature]*  
Notary Public, State of Utah

RAINEY HOMES, INC., a Utah corporation  
As to Lot #'s 122, 124, 125, 151, 159, 160, &166

By: Joe M. Rainey  
Joe M. Rainey, its President

STATE OF UTAH            )  
                                      : ss.  
COUNTY OF DAVIS        )

On this 25 day of April, 2002, personally appeared before me **JOE M. RAINEY**, and who, being by me duly sworn, says that he is the President of **RAINEY HOMES, INC.**, the corporation that executed the above and foregoing instrument and that said instrument was signed by him/her in behalf of said corporation by authority of its by-laws, (or by authority of a resolution of its board of directors, as the case may be) and said **JOE M. RAINEY** acknowledged to me that said corporation executed the same.



Jennifer M. Cella  
Notary Public, State of Utah

DAVIS COUNTY,  
a body politic of the State of Utah  
as to Lot #'s 108, 109, 117, 123, 126, 127, 134, 139,  
140, 141, 144) & 150

By: *Dannie R. McConkie*

Dannie R. McConkie  
Print Name

Its Davis County Commission Chairman

Attest:  
*[Signature]*  
County Clerk/Auditor

Approved as to form:

*[Signature]*  
Office of Davis County Attorney

STATE OF UTAH            )  
  : ss.  
COUNTY OF DAVIS        )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May,  
2002, by Dannie R. McConkie, the Chairman of the Board of County Commissioners.

*Linda May*  
Notary Public  
Residing at:  
My Commission Expires:

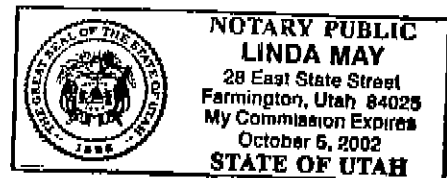


Exhibit "A"  
to  
**EAGLEPOINTE PHASE 1, 2, & 3 DECLARATION**

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Legal Description of Property

**EAGLEPOINTE ESTATES PHASE 1 Subdivision:** All of Lots 101 through and including 171 of EAGLEPOINTE ESTATES PHASE 1, according to the official plat thereof, on file and of record in the Davis County Recorder's Office.

01-254-0101 to 0128, 0131 to 0173

**EAGLEPOINTE ESTATES PHASE 2 Subdivision:** All of Lots 201 through and including 235 of EAGLEPOINTE ESTATES PHASE 2, according to the official plat thereof, on file and of record in the Davis County Recorder's Office.

01-255-0201 to 0235

**EAGLEPOINTE ESTATES PHASE 3 Subdivision:** All of Lots 301 through and including 340 of EAGLEPOINTE ESTATES PHASE 3, according to the official plat thereof, on file and of record in the Davis County Recorder's Office.

01-256-0301 to 0340