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When Recorded, Mail to:
LPI, LLC
1402 West State Road
Pleasant Grove, Utah 84062

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ENT 48833:2005 PG 1 of 18
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 May 06 10:18 am FEE 294.00 BY KM
RECORDED FOR LPI LLC

**SUPPLEMENT NO. 3 TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CANYON HEIGHTS AT CEDAR HILLS**

THIS SUPPLEMENT NO. 3 TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANYON HEIGHTS AT CEDAR HILLS (this "Supplement No. 3") is made this 28 day of April, 2005, by LEGACY PROPERTIES AND INVESTMENTS, L.C., a Utah limited liability company ("Legacy"), and by LPI, LLC, a Utah limited liability company ("LPI"). Legacy and LPI are herein collectively referred to as "Declarant."

RECITALS:

A. On January 10, 2000, Legacy caused to be recorded in the Office of the Recorder of Utah County, Utah the subdivision plat for Canyon Heights at Cedar Hills Plat A. On October 10, 2000, Legacy caused to be recorded in the Office of the Recorder of Utah County, Utah the subdivision plat for Canyon Heights at Cedar Hills Plat B. On August 27, 2002, Legacy caused to be recorded in the Office of the Recorder of Utah County, Utah the subdivision plat for Canyon Heights at Cedar Hills Plat C. On November 18, 2002, Legacy caused to be recorded in the Office of the Recorder of Utah County, Utah the subdivision plat for Canyon Heights at Cedar Hills Plat D.

B. In connection with the creation of Canyon Heights at Cedar Hills Plat A, Legacy caused to be recorded in the Office of the Recorder of Utah County, Utah that certain Declaration of Covenants, Conditions and Restrictions for Canyon Heights at Cedar Hills dated December 15, 1999 (the "Initial Declaration"). The Initial Declaration was recorded in the Office of the Recorder of Utah County, Utah on January 10, 2000 as part of the Development Agreement, that was recorded as Entry No. 2362:2000 at Pages 56 through 78. The Initial Declaration was re-recorded in the Office of the Recorder of Utah County, Utah on September 7, 2000 as Entry No. 70633:2000 at Pages 1 through 21. The Initial Declaration pertains to and affects the real property described on Exhibit "A-1" attached to this Supplement No. 3 and incorporated herein by this reference. The Initial Declaration was supplemented and amended by that certain Supplement No. 1 to the Declaration of Covenants, Conditions and Restrictions for Canyon Heights at Cedar Hills ("Supplement No. 1"), that was recorded in the Office of the Recorder of Utah County, Utah on October 10, 2000 as Entry No. 79603:2000 at Pages 1 through 13, in connection with the recording of the subdivision plat for Canyon Heights at Cedar Hills Plat B. Supplement No. 1 pertains to and affects the real property described on Exhibit "A-2" attached to this Supplement No. 3 and incorporated herein by this reference. The Initial Declaration, as supplemented by Supplement No. 1, was supplemented and amended by that certain Supplement No. 2 to the Declaration of Covenants, Conditions and Restrictions for Canyon Heights at Cedar Hills ("Supplement No. 2"), that was recorded in the Office of the

Recorder of Utah County, Utah on December 13, 2002 as Entry No. 151720:2002 at Pages 1 through 14, in connection with the recording of the subdivision plat for Canyon Heights at Cedar Hills Plat C and the recording of the subdivision plat for Canyon Heights at Cedar Hills Plat D. Supplement No. 2 pertains to and affects the real property described on Exhibit "A-3" and Exhibit "A-4" attached to this Supplement No. 3 and incorporated herein by this reference.

C. Section 9.12 of the Initial Declaration refers to certain "Additional Land" which adjoins or is in the vicinity of Canyon Heights at Cedar Hills, which Additional Land is identified on Exhibit "B" attached to the Initial Declaration and on Exhibit "B" attached to Supplement No. 1. Section 9.12 of the Initial Declaration provides that Legacy or its successor in interest may subdivide all or part of the Additional Land and may then add it to the "Subdivision," which is subject to the Initial Declaration, Supplement No. 1 and Supplement No. 2. Section 9.12 of the Initial Declaration provides that any of the Additional Land may be subjected to the Initial Declaration and become a part of the "Subdivision," as defined in the Initial Declaration, by recording a subdivision plat describing such Additional Land and the Lots created on it, and a supplemental declaration stating that such Additional Land has been added to the "Subdivision," and is subject to the Initial Declaration.

D. LPI has subdivided certain real property (the "Plat G Property") located in Utah County, Utah, which is more particularly described on Exhibit "A-5" attached to this Supplement No. 3 and incorporated herein by this reference. The Plat G Property comprises a portion of the real property which is identified as the Additional Land in the Initial Declaration, as amended by Supplement No. 1.

E. Pursuant to Section 9.12 of the Initial Declaration, LPI has subdivided the Plat G Property, and LPI intends to add the Plat G Property to the "Subdivision" that is subject to the Initial Declaration, as supplemented and amended by Supplement No. 1 and by Supplement No. 2. LPI will develop and convey all of the Plat G Property subject to all the covenants, conditions and restrictions as set forth in the Initial Declaration, and as supplemented and amended by Supplement No. 1, by Supplement No. 2 and by this Supplement No. 3, all of which are deemed to be covenants running with the land, mutually burdening and benefiting all of the Property and each of the Lots subject to the Initial Declaration, as supplemented and amended by Supplement No. 1 and Supplement No. 2 and as supplemented and amended by this Supplement No. 3.

ARTICLE I

DECLARATION

1.1 Initial Declaration, as Supplemented and Amended, Incorporated by Reference. The Initial Declaration, as supplemented and amended by Supplement No. 1 and by Supplement No. 2, in its entirety is hereby incorporated by reference and made a part of this Supplement No. 3 as though it were set forth herein in its entirety. The Initial Declaration, as supplemented and amended by Supplement No. 1 and by Supplement No. 2 and as supplemented and amended by this Supplement No. 3, shall herein collectively be referred to as "this Declaration."

1.2 Plat G Property Subjected to this Declaration. Declarant hereby declares that all of the Plat G Property is hereby added to the Subdivision and is subject to this Declaration, and the Plat G Property, together with all of the other Property located within the Subdivision, shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to and in strict accordance with all of the terms and conditions of this Declaration, including without limitation all of the covenants, conditions and restrictions set forth herein, all of which are created for the mutual benefit of the Owners of the Property and the Lots. It is the intention of the Declarant in imposing the covenants, conditions and restrictions set forth in this Declaration to create a generally uniform pattern of development of the Property and to protect and enhance the property values and aesthetic values of the Property by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the Lots. All of the terms and conditions of this Declaration, including without limitation all covenants, conditions and restrictions set forth herein, are intended to and shall in all cases run with the title of the land comprising the Property and shall be binding upon the Owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in the Property and shall inure to the benefit of all other Property in the Subdivision. All of the terms and conditions of this Declaration, including without limitation the covenants, conditions and restrictions set forth herein, shall be binding upon Declarant as well as all of Declarant's successors in interest, and may be enforced by Declarant, by the Architectural/Technical Committee, or by any Owner.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent Declarant from the completion of any Subdivision Improvements, or from using any Lot owned by Declarant as a model home, temporary construction or sales office, nor limit Declarant's right to post signs or engage in other reasonable activities on the Property incidental to sales or construction which are in compliance with the applicable ordinances of Cedar Hills.

ARTICLE II

DEFINITIONS

2.1 All of the terms which are defined in the Initial Declaration, as supplemented and amended by Supplement No. 1 and by Supplement No. 2, shall continue to have the same meaning when used in this Declaration, except with respect to the following terms, which are hereby amended to have the following meanings:

"Additional Land" shall mean that certain real property adjacent to or in the vicinity of the Property that is owned or controlled by Declarant, that is located in Utah County, Utah and that is identified on the amended map attached to Supplement No. 1. as Exhibit "B" and incorporated herein by this reference, which map of the Additional Land identifies the location of the Property in relation to the Additional Land.

"Declarant" shall mean and refer to Legacy Properties and Investments, L.C., a Utah limited liability company, with respect to the portions of the Subdivision developed and sold by Legacy Properties and Investments, L.C., and shall mean and refer to LPI, LLC, a Utah limited liability company, with respect to the portions of the Subdivision developed and sold by LPI, LLC.

“Declaration” shall mean the Initial Declaration, as supplemented and amended by Supplement No. 1 and by Supplement No. 2, and as supplemented and amended by this Supplement No. 3, together with any subsequent supplements, amendments or additions, and any other matters or conditions shown on the official Plat of the Subdivision, which are incorporated into this Declaration by reference.

“Lot” shall mean any numbered building Lot shown on the Plat of the Subdivision, except Lot 31 of Canyon Heights at Cedar Hills Plat D, which Lot 31 of Canyon Heights at Cedar Hills Plat D is not subject to the terms and conditions of this Declaration.

“Owner” shall mean the person or persons having title to any Lot or other parcel of Property as shown on the Plat of the Subdivision. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.

“Plat” shall mean the Plats of the Subdivision known as Canyon Heights at Cedar Hills Plat A, Canyon Heights at Cedar Hills Plat B, Canyon Heights at Cedar Hills Plat C, Canyon Heights at Cedar Hills Plat D and, Canyon Heights at Cedar Hills Plat G, as approved by Cedar Hills and recorded in the Office of the Recorder of Utah County, Utah, and any amendments thereto that may be made from time to time, including the addition of subsequent phases of the Subdivision, if any, provided that any such subsequent phase of the Subdivision is made subject to the provisions of this Declaration by a supplemental declaration stating that such subsequent phase has been added to the Subdivision and is subject to this Declaration. Any such subsequent declaration must be recorded in the Office of the Recorder of Utah County, Utah.

“Property” shall mean all of the land described on the Plat of the Subdivision, including Lots, Roadways, and Open Space.

“Subdivision” shall mean the subdivision known as Canyon Heights at Cedar Hills Plat A, Canyon Heights at Cedar Hills Plat B, Canyon Heights at Cedar Hills Plat C, Canyon Heights at Cedar Hills Plat D and Canyon Heights at Cedar Hills Plat G, and all Lots and other Property within the Subdivision as shown on the Plat, and as it may be amended or expanded from time to time.

ARTICLE III

ADDITIONAL AMENDMENTS

3.1 Section 6.2 of this Declaration is hereby amended and restated in its entirety to read as follows:

6.2 Finished Area Above Grade. The Dwelling constructed on each Lot in the Subdivision shall have the following minimum finished area above grade, which shall be determined according to the following table, depending upon the Lot number. The number of square feet in the table refers to the minimum size of the finished area above grade, excluding the garage:

<u>Lot Designation</u>	<u>Minimum Area of Single Story Dwelling</u>	<u>Minimum Area of Two Story Dwelling</u>
Plat A, Lots 1 through 19, inclusive; Plat A, Lots 27 through 32, inclusive; Plat A, Lots 38 through 44, inclusive; and Plat A, Lots 79 through 82, inclusive.	1,500 square feet	1,700 square feet
Plat A, Lots 20 through 26, inclusive; Plat A, Lots 33 through 37, inclusive; Plat A, Lots 45 through 60, inclusive; and Plat A, Lots 71 through 78, inclusive.	1,700 square feet	1,900 square feet
Plat A, Lots 61 through 70, inclusive.	1,900 square feet	2,100 square feet
Plat B, Lots 1 through 12, inclusive; and Plat B, Lots 46, 47 and 48.	1,700 square feet	1,900 square feet
Plat B, Lots 13 through 45, inclusive.	1,900 square feet	2,100 square feet
Plat C, Lots 1 through 22, inclusive.	1,700 square feet	1,900 square feet
Plat D, Lots 1 through 3, inclusive; Plat D, Lots 11 through 30, inclusive; and Plat D, Lots 32 through 65, inclusive.	1,700 square feet	1,900 square feet
Plat D, Lots 4 through 10, inclusive.	1,900 square feet	2,100 square feet
Plat G, Lots 1 through 13, inclusive.	1,900 square feet	2,100 square feet

The minimum area of all multi-level or split-level homes shall be approved on a case-by-case basis by the Architectural/Technical Committee regardless of the Lot designation.

3.2 A new Section 8.9 is hereby added to this Declaration, which shall read as follows:

8.9 Additional Construction Covenants that Pertain to Lots 1 Through 13, Inclusive, of Canyon Heights at Cedar Hills, Plat G. All of the provisions of

this Section 8.9 shall constitute additional construction covenants that pertain to and affect Lots 1 through 13, inclusive, within the portion of the Project identified as Canyon Heights at Cedar Hills, Plat G ("Plat G"). As used in this Section 8.9, the term "Seller" shall mean and refer to LPI, LLC, a Utah limited liability company, or its successor in interest as the developer of Lots 1 through 13, inclusive, of Plat G who sells any of Lots 1 through 13, inclusive, of Plat G to the initial purchaser thereof. As used in this Section 8.9, the term "Buyer" shall mean and refer to the initial purchaser of each of Lots 1 through 13, inclusive, of Plat G and all successors in interest of such initial purchaser.

(a) Buyer shall not be entitled to commence the construction of any improvements on the Lot: (a) until Seller has completed the construction of the following subdivision improvements on the real property included within Plat G: sanitary sewer lines, culinary water lines, storm sewer lines, electrical power lines, natural gas lines, telephone lines, asphalt-paved streets, sidewalks, curbs and gutters as shown on the subdivision plat for Plat G and as required by the City of Cedar Hills (collectively referred to herein as the "Subdivision Improvements") and (b) until Seller has received from the City of Cedar Hills the final inspection approval for the completion of the Subdivision Improvements.

(b) At the time of the closing, on the purchase of the Lot by Buyer from Seller, Buyer shall deliver to Seller, in addition to the full amount of the purchase price, an additional cash payment in the amount of \$1,000 (referred to herein as the "Subdivision Improvements Damage Bond"). Seller shall be obligated to place the Subdivision Improvements Damage Bond obtained from Buyer in a separate bank account, with no obligation on the part of Seller to pay to Buyer any interest on the Subdivision Improvements Damage Bond. Seller shall be entitled to retain possession of the Subdivision Improvements Damage Bond until Seller receives a full release from the City of Cedar Hills with respect to Seller's durability warranty (the "Durability Warranty") for the Subdivision Improvements constructed by Seller, which Durability Warranty shall continue for a period of two years following the date that the City of Cedar Hills provides to Seller a final inspection approval for all of the Subdivision Improvements. During the period of time that Seller has in Seller's possession the Subdivision Improvements Damage Bond from Buyer, Seller shall be entitled to utilize all or any portion of the Subdivision Improvements Damage Bond to pay for any and all damages caused to the Subdivision Improvements by Buyer, by Buyer's contractors or by any of Buyer's subcontractors in the construction of any improvements on the Property, including without limitation any and all landscaping improvements on the

Property. To the extent that Seller utilizes any portion of the Subdivision Improvements Damage Bond to pay for damages to the Subdivision Improvements caused by Buyer, by Buyer's contractors or by Buyer's subcontractors, Seller shall send a written notice to Buyer of the nature of the damages caused by Buyer, by Buyer's contractors or by Buyer's subcontractors and the portion of the Subdivision Improvements Damage Bond utilized by Seller to repair such damage. Any portion of Buyer's Subdivision Improvements Damage Bond that has not been expended by Seller at the conclusion of the Durability Warranty period shall be refunded to Buyer by Seller.


(c) On each of Lots 1 through 13, inclusive, of Plat G, the Buyer shall be required to install on such Lot, at Buyer's sole cost and expense, a pressure boosting tank for the culinary water that is provided to the Property through the municipal water system of Cedar Hills.

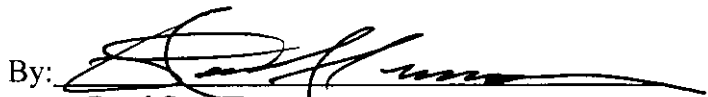
ARTICLE IV

Except as expressly provided in this Supplement No. 3, all other terms and conditions of the Initial Declaration, as supplemented and amended by Supplement No. 1 and by Supplement No. 2, are unmodified and remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Supplement No. 3 as of the date first above written.

LEGACY PROPERTIES AND INVESTMENTS,
L.C., a Utah limited liability company

By: 
John Heimer
Title: Member

By: 
Reed Swenson
Title: Member

LPI, LLC, a Utah limited liability company

By: [Signature]
John C. Heiner, in his capacity as the Trustee
of the John C. and Arlene S. Heiner Trust
Title: Member

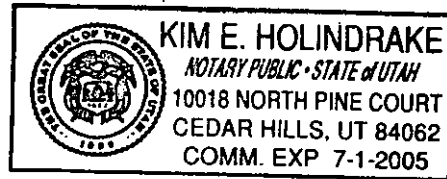
STATE OF UTAH)
 : ss
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 28th day of April, 2005 by John Heiner in his capacity as a Member of Legacy Properties and Investment, L.C., a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: Cedar Hills, Utah

My Commission Expires:

7-1-2005



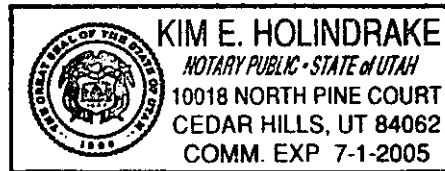
STATE OF UTAH)
 : ss
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 28th day of April, 2005 by Reed Swenson in his capacity as a Member of Legacy Properties and Investment, L.C., a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: Cedar Hills, Utah

My Commission Expires:

7-1-2005



STATE OF UTAH)
 : ss
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 28th day of April, 2005 by John C. Heiner in his capacity as the Trustee of the John C. and Arlene S. Heiner Trust, which is a Member of LPI, LLC, a Utah limited liability company.

Kim E. Holindrake
NOTARY PUBLIC
Residing at: Cedar Hills, Utah

My Commission Expires:

7-1-2005

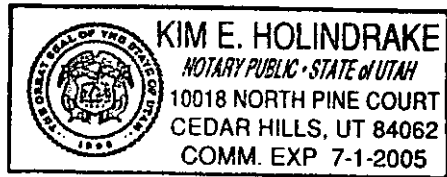


EXHIBIT "A-1"
TO
SUPPLEMENT NO. 3 TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CANYON HEIGHTS AT CEDAR HILLS

Legal Description of Real Property Comprising Canyon Heights at Cedar Hills Plat A.

CANYON HEIGHTS PLAT 'A' DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 8, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE SOUTH 89°39'09" WEST ALONG THE SOUTH LINE OF SAID SECTION FOR 832.55 FEET; THENCE NORTH 11°35'26" WEST FOR 488.63 FEET; THENCE NORTH 15°03'37" WEST FOR 161.45 FEET; THENCE NORTH 46°14'32" WEST FOR 189.89 FEET; THENCE NORTH 23°25'00" EAST FOR 23.97 FEET; THENCE NORTH 50°24'40" WEST FOR 145.19 FEET; THENCE NORTH 49°09'57" WEST FOR 132.98 FEET; THENCE NORTH 38°45'15" WEST FOR 106.66 FEET; THENCE NORTH 40°54'39" WEST FOR 81.07 FEET; THENCE NORTH 52°27'48" WEST FOR 92.48 FEET; THENCE NORTH 56°18'36" WEST FOR 117.55 FEET; THENCE NORTH 63°40'05" WEST FOR 103.74 FEET; THENCE NORTH 70°02'01" WEST FOR 110.18 FEET; THENCE NORTH 73°33'26" WEST FOR 126.82 FEET; THENCE NORTH 35°33'09" WEST FOR 45.89 FEET; THENCE WITH A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 229.00 FEET, WHOSE CENTER BEARS NORTH 64°30'06" WEST, WITH A CENTRAL ANGLE OF 83°03'14" (CHORD BEARING AND DISTANCE OF SOUTH 67°01'31" WEST - 303.64 FEET) FOR AN ARC DISTANCE OF 331.95 FEET; THENCE THE FOLLOWING 3 COURSES AND DISTANCES ALONG THE COTTAGES AT CANYON HEIGHTS PLAT 1 (1) WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 371.00 FEET, A CENTRAL ANGLE OF 08°29'55" (CHORD BEARING AND DISTANCE OF NORTH 75°41'50" WEST - 54.98 FEET) FOR AN ARC DISTANCE OF 55.03 FEET; (2) THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 229.00 FEET, WITH A CENTRAL ANGLE OF 19°20'16" (CHORD BEARING AND DISTANCE OF NORTH 70°16'39" WEST - 76.92 FEET) FOR AN ARC DISTANCE OF 77.29 FEET; (3) THENCE NORTH 60°36'31" WEST FOR 87.05 FEET; THENCE THE FOLLOWING 3 COURSES AND DISTANCES ALONG THE JORDAN AQUEDUCT - REACH 4 (1) NORTH 35°48'51" WEST FOR 36.45 FEET; (2) THENCE SOUTH 81°20'09" WEST FOR 145.10 FEET; (3) THENCE WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 94.60', WITH A CENTRAL ANGLE OF

16°00'43" (CHORD BEARING AND DISTANCE OF SOUTH 88°57'45" WEST - 26.35 FEET) FOR AN ARC DISTANCE OF 26.44 FEET TO THE N-S MIDSECTION LINE OF SAID SECTION 8; THENCE NORTH 00°57'43" WEST ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 136.66 FEET; THENCE NORTH 54°16'19" EAST FOR 30.40 FEET; THENCE SOUTH 60°36'31" EAST FOR 33.43 FEET; THENCE NORTH 38°51'45" EAST FOR 168.12 FEET; THENCE ALONG A BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 87095 IN BOOK 5172 AT PAGE 258 OF UTAH COUNTY RECORDS FOR THE FOLLOWING 5 COURSES, FORMERLY DESCRIBED WITH BEARINGS 00°00'05" CLOCKWISE, (1) THENCE SOUTH 44°53'53" EAST FOR 302.58 FEET; (2) THENCE NORTH 89°10'45" EAST FOR 132.05 FEET; (3) THENCE NORTH 00°34'36" WEST FOR 395.72 FEET; (4) THENCE NORTH 00°49'15" WEST FOR 894.89 FEET; (5) THENCE NORTH 79°00'58" WEST FOR 517.62 FEET; THENCE LEAVING SAID BOUNDARY LINE AGREEMENT, NORTH 00°18'12" WEST ALONG EASTERLY BOUNDARY OF MAHOGANY ACRES PLAT "B", FOR 238.44 FEET; THENCE NORTH 72°01'04" EAST FOR 488.17 FEET; THENCE WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 632.00 FEET, WHOSE CENTER BEARS SOUTH 70°45'57" WEST, WITH A CENTRAL ANGLE OF 16°34'09" (CHORD BEARING AND DISTANCE OF SOUTH 10°56'59" EAST - 182.13 FEET) FOR AN ARC DISTANCE OF 182.77 FEET; THENCE NORTH 87°20'06" EAST FOR 196.79 FEET; THENCE WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 829.00 FEET, WHOSE CENTER BEARS SOUTH 86°55'33" WEST, WITH A CENTRAL ANGLE OF 02°15'17" (CHORD BEARING AND DISTANCE OF SOUTH 01°56'49" EAST - 32.62 FEET) FOR AN ARC DISTANCE OF 32.62 FEET; THENCE SOUTH 00°49'10" EAST FOR 43.92 FEET; THENCE SOUTH 74°39'10" EAST FOR 177.01 FEET; THENCE SOUTH 25°42'12" WEST FOR 112.00 FEET; THENCE SOUTH 23°51'05" EAST FOR 148.58 FEET; THENCE SOUTH 12°59'34" EAST FOR 295.58 FEET; THENCE SOUTH 55°23'03" EAST FOR 183.46 FEET; THENCE SOUTH 23°35'38" EAST FOR 744.01 FEET; THENCE SOUTH 43°46'27" EAST FOR 187.93 FEET; THENCE SOUTH 27°04'29" EAST FOR 391.95 FEET; THENCE SOUTH 72°04'29" EAST FOR 28.28 FEET; THENCE SOUTH 27°04'29" EAST FOR 68.31 FEET; THENCE NORTH 62°55'31" EAST FOR 134.00 FEET; THENCE NORTH 85°16'48" EAST FOR 51.90 FEET; THENCE NORTH 62°42'54" EAST FOR 234.87 FEET; THENCE NORTH 26°35'47" WEST FOR 629.16 FEET; THENCE NORTH 63°28'19" EAST FOR 871.51 FEET TO THE EAST LINE OF SAID SECTION 8; THENCE SOUTH 00°08'47" EAST ALONG THE EAST LINE OF SAID SECTION AND THE BOUNDARY OF THE U.S. FOREST LAND, FOR 2157.52 FEET TO THE REAL POINT OF BEGINNING.

CONTAINING 72.1185 ACRES.

EXHIBIT "A-2"
TO
SUPPLEMENT NO. 3 TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CANYON HEIGHTS AT CEDAR HILLS

Legal Description of Real Property Comprising Canyon Heights at Cedar Hills Plat B.

A PARCEL OF LAND LYING WITHIN THE EAST ½ OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE EAST 1/4 CORNER OF SAID SECTION 8, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE S00°08'47"E ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 491.18 FEET TO A POINT ON THE BOUNDARY OF CANYON HEIGHTS AT CEDAR HILLS PLAT "A", AS SHOWN ON THE OFFICIAL PLAT THEREOF, ON FILE WITH THE UTAH COUNTY RECORDERS OFFICE; THENCE THE FOLLOWING 20 COURSES AND DISTANCES ALONG SAID SUBDIVISION BOUNDARY, 1) S. 63°28'19" W. A DISTANCE OF 871.52 FEET; 2) THENCE S. 26°35'47" E. A DISTANCE OF 629.16 FEET; 3) THENCE S. 62°42'54" W. A DISTANCE OF 234.87 FEET; 4) THENCE S. 85°16'48" W. A DISTANCE OF 51.90 FEET; 5) THENCE S. 62°55'31" W. A DISTANCE OF 134.00 FEET; 6) THENCE N. 27°04'29" W. A DISTANCE OF 68.31 FEET; 7) THENCE N. 72°04'29" W. A DISTANCE OF 28.28 FEET; 8) THENCE N. 27°04'29" W. A DISTANCE OF 391.95 FEET; 9) THENCE N. 43°46'27" W. A DISTANCE OF 187.93 FEET; 10) THENCE N. 23°35'38" W. A DISTANCE OF 744.01 FEET; 11) THENCE N. 55°23'03" W. A DISTANCE OF 183.46 FEET; 12) THENCE N. 12°59'34" W. A DISTANCE OF 295.58 FEET; 13) THENCE N. 23°51'05" W. A DISTANCE OF 148.58 FEET; 14) THENCE N. 25°42'12" E. A DISTANCE OF 112.00 FEET; 15) THENCE N. 74°39'10" W. A DISTANCE OF 177.01 FEET; 16) THENCE N. 00°49'10" W. A DISTANCE OF 43.92 FEET TO A POINT OF CURVATURE TO THE LEFT; 17) THENCE NORTHWESTERLY A DISTANCE OF 32.62 FEET ALONG THE ARC OF A 829.00-FOOT RADIUS CURVE, HAVING A CENTRAL ANGLE OF 02°15'17", SUBTENDED BY A CHORD THAT BEARS N01°56'49"W A DISTANCE OF 32.62 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; 18) THENCE S. 87°20'06" W. A DISTANCE OF 196.79 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT; 19) THENCE NORTHWESTERLY A DISTANCE OF 182.77 FEET ALONG THE ARC OF A 632.00-FOOT RADIUS CURVE, HAVING A CENTRAL ANGLE OF 16°34'09", A CHORD BEARING OF N. 10°56'59" W. A DISTANCE OF 182.13 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; 20) THENCE S. 72°01'04" W. A DISTANCE OF 488.16 FEET TO A POINT ON

THE EAST BOUNDARY OF MAHOGANY ACRES PLAT "B", AS SHOWN ON THE OFFICIAL PLAT THEREOF, ON FILE WITH THE UTAH COUNTY RECORDERS OFFICE; THENCE N. 00°18'12" W. ALONG SAID SUBDIVISION BOUNDARY, A DISTANCE OF 125.21 FEET; THENCE N. 76°58'36" E. A DISTANCE OF 330.80 FEET; THENCE N. 32°29'09" E. A DISTANCE OF 288.77 FEET; THENCE N. 26°26'42" W. A DISTANCE OF 68.34 FEET; THENCE N. 63°17'40" E. A DISTANCE OF 189.18 FEET TO A POINT OF CURVATURE OF A 200.00-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY A DISTANCE OF 184.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 52°54'05", A CHORD BEARING OF N. 35°29'47" E. A DISTANCE OF 178.17 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S. 56°06'30" E. A DISTANCE OF 319.90 FEET; THENCE N. 89°41'47" E. A DISTANCE OF 693.53 FEET; THENCE S. 00°18'13" E. A DISTANCE OF 956.43 FEET TO A POINT ON THE EAST-WEST MID SECTION LINE OF SAID SECTION 8; THENCE N. 89°41'47" E. ALONG SAID MID SECTION LINE, A DISTANCE OF 954.79 FEET TO THE REAL POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE UNITED STATES OF AMERICA, AS RECORDED JANUARY 13, 1950 AS ENTRY NO. 401 IN BOOK 545, AT PAGE 131, IN THE UTAH COUNTY RECORDERS OFFICE.

CONTAINING 60.94 ACRES OF LAND.

EXHIBIT "A-3"
TO
SUPPLEMENT NO. 3 TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CANYON HEIGHTS AT CEDAR HILLS

Legal Description of Real Property Comprising Canyon Heights at Cedar Hills Plat C.

A PARCEL OF LAND IN SECTION 8, TOWNSHIP 5 SOUTH, RANGE 2 EAST, S.L.B.&M., UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE S.89°39'09"E. ALONG THE SECTION LINE, A DISTANCE OF 832.55 FEET TO THE REAL POINT OF BEGINNING;

THENCE S. 89°39'09" W. A DISTANCE OF 163.01 FEET; THENCE N. 69°02'51" W. A DISTANCE OF 315.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT 65.00-FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE EASTERLY BOUNDARY LINE OF THE COTTAGES AT CANYON HEIGHTS PLAT "B" THE FOLLOWING 7 COURSES AND DISTANCES; (1) NORTHEASTERLY A DISTANCE OF 78.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 69°16'02", SUBTENDED BY A CHORD THAT BEARS N. 44°07'18" E. A DISTANCE OF 73.88 FEET; (2) THENCE N. 81°57'02" E. A DISTANCE OF 79.83 FEET; (3) THENCE S. 64°34'37" E. A DISTANCE OF 38.57 FEET; (4) THENCE N. 25°51'51" E. A DISTANCE OF 50.00 FEET; (5) THENCE N. 32°25'21" W. A DISTANCE OF 225.74 FEET; (6) THENCE N. 01°25'21" W. A DISTANCE OF 56.07 FEET; (7) THENCE N. 45°02'25" W. A DISTANCE OF 1,176.05 FEET ALONG THE EAST BOUNDARY OF THE COTTAGES AT CANYON HEIGHTS PLAT "A" AND PLAT "B" TO A POINT OF INTERSECTION WITH A NON-TANGENT 229.00-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY OF CANYON HEIGHTS DRIVE (9030 NORTH), A DISTANCE OF 156.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 39°07'27", SUBTENDED BY A CHORD THAT BEARS N.45°03'37"E. A DISTANCE OF 153.35 FEET TO THE SOUTHERLY BOUNDARY LINE OF CANYON HEIGHTS AT CEDAR HILLS PLAT "A"; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING 14 COURSES AND DISTANCES; (1) S. 35°33'09" E. A DISTANCE OF 45.89 FEET; (2) THENCE S. 73°33'26" E. A DISTANCE OF 126.83 FEET; (3) THENCE S. 70°02'01" E. A DISTANCE OF 110.18 FEET; (4) THENCE S. 63°40'05" E. A DISTANCE OF 103.74 FEET; (5) THENCE S. 56°18'36" E. A DISTANCE OF 117.55 FEET; (6) THENCE S. 52°27'48" E. A DISTANCE OF 92.48 FEET; (7) THENCE S. 40°54'39" E. A DISTANCE OF 81.07 FEET; (8) THENCE S. 38°45'15" E. A DISTANCE OF 106.66 FEET; (9) THENCE S. 49°09'57" E. A DISTANCE OF 132.98 FEET; (10) THENCE S. 50°24'40" E. A DISTANCE OF 145.19 FEET; (11) THENCE S. 23°25'00" W. A DISTANCE OF 23.97 FEET; (12) THENCE S. 46°14'32" E. A DISTANCE OF 189.89 FEET; (13) THENCE S. 15°03'37" E. A DISTANCE OF 161.45 FEET; (14) THENCE S. 11°35'26" E. A DISTANCE OF 488.63 FEET TO THE REAL POINT OF BEGINNING, CONTAINING 11.45 ACRES OF LAND.

LESS AND EXCEPTING THE MANILLA CULINARY WATER CO. PROPERTY.

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EXHIBIT "A-4"
TO
SUPPLEMENT NO. 3 TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CANYON HEIGHTS AT CEDAR HILLS

Legal Description of Real Property Comprising Canyon Heights at Cedar Hills Plat D.

A PARCEL OF LAND LYING IN THE SOUTHWEST ¼ OF SECTION 5 AND THE NORTH ½ OF SECTION 8, T.5 S., R.2 E., SLB&M., UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE ¼ CORNER COMMON TO SAID SECTIONS 5 AND 8, THENCE N.89°30'11"E. ALONG THE SECTION LINE, A DISTANCE OF 108.00 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.25°29'03"W. A DISTANCE OF 273.87 FEET; THENCE N.10°29'03"W. A DISTANCE OF 613.60 FEET TO A POINT OF CURVATURE; THENCE 281.41 FEET ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 53°44'45", SUBTENDED BY A CHORD THAT BEARS N.37°21'25"W. A DISTANCE OF 271.21 FEET; THENCE N.64°13'48"W. A DISTANCE OF 421.52 FEET; THENCE S.16°14'19"W. A DISTANCE OF 281.41 FEET; THENCE S.01°12'02"W. A DISTANCE OF 122.55 FEET; THENCE S.15°11'24"E. A DISTANCE OF 173.63 FEET; THENCE S.36°50'55"W. A DISTANCE OF 180.86 FEET; THENCE S.77°32'13"W. A DISTANCE OF 173.33 FEET; THENCE N.53°09'05"W. A DISTANCE OF 37.37 FEET; THENCE S.36°50'55"W. A DISTANCE OF 129.00 FEET; THENCE N.57°48'28"W. A DISTANCE OF 209.93 FEET TO A POINT OF CURVATURE; THENCE 215.15 FEET ALONG THE ARC OF A 254.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 48°31'53", SUBTENDED BY A CHORD THAT BEARS N.82°02'01"W. A DISTANCE OF 208.77 FEET TO THE CURVES END; THENCE S.73°42'02"W. A DISTANCE OF 4.12 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE ON THE EAST RIGHT-OF-WAY OF STATE HIGHWAY 146; THENCE ALONG SAID RIGHT-OF-WAY 291.05 FEET ALONG THE ARC OF A 6000.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 2°46'45", SUBTENDED BY A CHORD THAT BEARS S.16°20'02"E. A DISTANCE OF 291.02 FEET TO THE CURVES END; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S.17°43'24"E. A DISTANCE OF 302.37 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 5; THENCE N.89°58'35"E. ALONG THE SOUTH LINE OF SAID SECTION 5 AND ALONG THE NORTH LINE OF AVANYU ACRES PLAT B, A PROPOSED SUBDIVISION, A DISTANCE OF 291.88 FEET; THENCE N.47°36'12"E. A DISTANCE OF 515.65 FEET; THENCE S.24°43'44"E. A DISTANCE OF 382.54 FEET TO A POINT ON THE

SOUTH LINE OF SAID SECTION 5 AND THE NORTH LINE OF AVANYU ACRES PLAT B; THENCE N.89°58'35"E. A DISTANCE OF 21.27 FEET TO THE NORTHEAST CORNER OF AVANYU ACRES PLAT B; THENCE S.26°35'33"E. ALONG THE EAST LINE OF AVANYU ACRES PLAT B AND EXTENSION THEREOF, A DISTANCE OF 274.57 FEET; THENCE S.64°34'59"W. A DISTANCE OF 56.80 FEET; THENCE S.23°13'22"E. ALONG THE PROPOSED AMENDED EAST LINE OF AVANYU ACRES PLAT A, A RECORDED SUBDIVISION, A DISTANCE OF 804.43 FEET; THENCE S.29°41'58"E. ALONG THE PROPOSED AMENDED EAST LINE OF AVANYU ACRES PLAT A, A DISTANCE OF 156.06 FEET TO THE EAST LINE OF AVANYU ACRES PLAT A, AS RECORDED; THENCE S.0°57'43"E. ALONG THE EAST LINE OF AVANYU ACRES PLAT A, AS RECORDED, A DISTANCE OF 777.57 FEET TO A POINT ON THE NORTH LINE OF MAHOGANY ACRES PLAT B, A RECORDED SUBDIVISION; THENCE N.89°41'48"E. ALONG THE NORTH LINE AND TO THE NORTHEAST CORNER OF SAID MAHOGANY ACRES PLAT B, A DISTANCE OF 8.20 FEET; THENCE S.0°18'27"E. ALONG SAID MAHOGANY ACRES PLAT B, A DISTANCE OF 179.10 FEET TO A POINT ON THE NORTH LINE OF CANYON HEIGHTS PLAT B, A RECORDED SUBDIVISION; THENCE N.76°58'36"E. ALONG SAID SUBDIVISION, A DISTANCE OF 330.79 FEET; THENCE N.32°29'09"E. ALONG SAID SUBDIVISION, A DISTANCE OF 288.77 FEET; THENCE N.26°26'42"W. ALONG SAID SUBDIVISION A DISTANCE OF 68.34 FEET; THENCE N.63°17'40"E. ALONG SAID SUBDIVISION A DISTANCE OF 189.18 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID SUBDIVISION BOUNDARY AND EXTENSION THEREOF, A DISTANCE OF 251.39 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 72°01'08", SUBTENDED BY A CHORD THAT BEARS N.25°56'15"E. A DISTANCE OF 235.17 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE N.25°29'03"W. A DISTANCE OF 959.39 FEET; THENCE N.64°30'57"E. A DISTANCE OF 25.00 FEET; THENCE N.25°29'03"W. A DISTANCE OF 608.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.94 ACRES OF LAND.

EXHIBIT "A-5"
TO
SUPPLEMENT NO. 3 TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CANYON HEIGHTS AT CEDAR HILLS

Legal Description of Real Property Comprising Canyon Heights at Cedar Hills Plat G.

A PARCEL OF LAND LYING WITHIN THE NE 1/4 OF SECTION 8, T. 5 S., R. 2 E.,
SLB&M., UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE NORTH QUARTER
CORNER OF SAID SECTION 8, THENCE NORTH 89°30'11" EAST ALONG THE SECTION
LINE 108.00 FEET TO THE REAL POINT OF BEGINNING;

THENCE NORTH 89°30'11" EAST 1227.45 FEET ALONG THE NORTH LINE OF SECTION
8, TO A FOUND BRASS CAP MONUMENT MARKING THE NE. CORNER OF THE NW
1/4 OF THE NE 1/4 OF SAID SECTION 8; THENCE SOUTH 00°34'24" EAST ALONG THE
EAST LINE OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 8, 771.81 FEET; THENCE
WEST 321.57 FEET; THENCE SOUTH 00°18'13" EAST 910.23 FEET TO A POINT ON THE
NORTHERLY BOUNDARY OF CANYON HEIGHTS AT CEDAR HILLS PLAT "B";
THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING COURSE: NORTH
56°06'30" WEST 319.90 FEET TO A POINT ALONG THE EASTERLY BOUNDARY OF
CANYON HEIGHTS AT CEDAR HILLS PLAT "D"; THENCE ALONG SAID EASTERLY
BOUNDARY THE FOLLOWING FOUR (4) COURSES: ALONG THE ARC OF A 200.00
FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 66.73 FEET (CENTRAL ANGLE
EQUALS 19°07'04" AND LONG CHORD BEARS NORTH 00°30'47" WEST 66.42 FEET;
THENCE NORTH 25°29'03" WEST 959.39 FEET; THENCE NORTH 64°30'57" EAST 25.00
FEET; THENCE NORTH 25°29'03" WEST 608.98 FEET TO THE POINT OF BEGINNING

CONTAINS: 26.01 ACRES OF LAND

BASIS OF BEARING IS THE UTAH STATE PLANE COORDINATE SYSTEM.