

~~After recordation, return to:
Sequoia Development Group
150 West 4800 South Ste. 29
Murray, Utah 84107~~

Mail to: SEQUOIA DEVELOPMENT
165 N 1300 W #B2
OREM, UT 84057
M7

ENT 51517:2005 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 May 13 8:50 am FEE 48.00 BY SB
RECORDED FOR OREM CITY CORPORATION

THIRD SUPPLEMENTAL

**DECLARATION OF EASEMENTS COVENANTS,
CONDITIONS AND RESTRICTIONS
(including Owner Association Bylaws)**

**Sleep Ridge
A Planned Residential Development**

Orem, Utah

THIS THIRD SUPPLEMENTAL DECLARATION is made as of this 11 day of May, 2005, by Sequoia Development Group, LLC, A Utah limited liability company ("Declarant"), pursuant to the following:

RECITALS:

- A. Declarant is the owner and developer of Sleepy Ridge, an expandable planned residential development in Orem, Utah County, Utah (the "Development").
- B. On or about December 13, 2004, Declarant caused to be recorded as Entry 139465:2004, Page 1 through 53, in the Public Records, that certain Declaration of Easements, Covenants, Conditions and Restrictions of Sleep Ridge, A Planned Residential Development (the "Declaration") relating to the Development.
- C. Pursuant to Section 3.03 of the Declaration, Declarant is permitted to expand the Development by the annexation into the Development of additional real property that is part of the Additional Land as set forth and described in the Declaration (in Exhibit B thereto) for purposes of development into additional Lots and Common Areas, if any.
- D. Declarant desires to annex land into the Development for development as an additional phase of the Development known as Golden Pond at Sleep Ridge P.R.D. - Phase 3.

NOW, THEREFORE, Declarant hereby declares as follows:

1. All defined terms as used in this Third Supplemental Declaration shall have the same meaning as those set forth and defined in the Declaration.
2. The real property described in Exhibit A hereto situated in Orem, Utah County, Utah, is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed into the Development and is to be held, transferred, sold, conveyed, and occupied as a part of the Development.

TOGETHER WITH all easements, rights-of-ways, and other appurtenances and rights incident to, appurtenant to, or accompanying the parcel of real property described in Exhibit A, whether or not the same are reflected on a 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 Declaring (in a manner which is reasonable and not inconsistent with the provisions of the Declaration): (i) to construct and complete each of the Buildings and Units and all of the other improvements described in the Declaration or in a Plat, and to do all things reasonably necessary or proper in connections therewith; (ii) to construct and complete on the Additional Land, or any portions 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 landscaping 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 the 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 Declaration is recorded in the Public Records.

ALL OF THE 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 real property described in Exhibit A 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; all easements and rights-of way, encroachments, or discrepancies shown on, or revealed by, a Plat or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the said real 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 EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE DECLARATION.**

3. Subparagraph (a) of Section 3.02 of the Declaration is hereby amended in its entirety to read as follows:

(a) Forty (40) Townhouse Lots as set forth and described on the Plats entitled Golden Pond at Sleep Ridge P.R.D. - Phase 1, Phase 2 and Phase 3 except that prior to construction of a Unit on any Lot within such Plats, the Lot may be rotated and changed by the Declarant to be of the same size and shape as any other Lot within such Plats, provided that the outside boundaries of the Limited Common Area appurtenant to the Lot is not changed (the Declarant shall record an amended Plat to reflect the change without the need of consent of any of the Owners, the Association, or the Applicable Municipality).


4. Except as amended by the provisions of this Third Supplemental Declaration, the Declaration as previously supplemented shall remain unchanged and, together with this Third Supplemental Declaration shall constitute the Declaration of Easement, Covenants, Conditions and Restrictions for the Development as further expanded by the annexation of the Additional Land described herein.

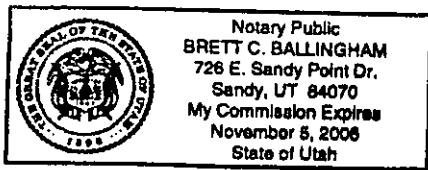
5. This Third Supplemental Declaration shall be recorded in the Public Records concurrently with the Plat entitled **Golden Pond at Sleep Rided P.R.D. - Phase 3**, located in the City of Orem, Utah County, Utah, prepared and certified to by Derrick S. Smith (a registered Utah land surveyor holding Certificate No. 259961), executed and acknowledged by Declarant, and accepted by the City of Orem.

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

DECLARANT

Sequoia Development Group, LLC

By: 
Mark Dahl, Manager



STATE OF UTAH)

COUNTY OF UTAH)

Acknowledged before me this 11th day of May, 2005, by Mark Dahl, as Manager of Sequoia Development Group, LLC.


NOTARY PUBLIC



PEPG ENGINEERING, L.L.C.

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April 11, 2005

Civil Engineering
Land Surveying
Wetlands
Land Planning
Environmental
Construction
Services

Golden Pond Phase 3

Beginning at a point which is North 89°34'05" East, along the section line 156.37 feet and South 00°25'55" East, 3126.18 feet from the North Quarter Corner of Section 20, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running thence South 25°00'23" East, 116.77 feet; thence South 27°14'18" East, 60.38 feet; thence South 37°29'17" East, 53.33 feet; thence South 41°51'03" East, 36.59 feet; thence South 47°39'35" East, 49.37 feet; thence South 48°26'56" East, 54.47 feet; thence South 60°29'11" East, 45.41 feet; thence South 66°50'18" East, 46.75 feet; thence South 71°07'16" East, 8.10 feet; thence South 74°00'37" East, 28.66 feet; thence South 16°04'59" West, 147.05 feet; thence South 19°20'54" West, 88.43 feet; thence North 69°08'06" West, 115.45 feet; thence North 65°49'12" West, 42.00 feet; thence North 77°16'27" West, 34.51 feet; thence North 52°49'04" West, 15.33 feet; thence North 47°11'23" West, 77.78 feet; thence North 43°15'27" West, 99.40 feet; thence North 37°59'51" West, 12.95 feet; thence North 52°10'49" East, 109.23 feet; thence North 40°22'07" West, 7.53 feet to a point on a 471.00 foot radius curve to the right; thence 85.07 feet along said curve through a central angle of 10°20'57" (chord bears North 35°11'38" West, 84.96 feet); thence South 60°18'10" West, 112.03 feet; thence North 26°09'54" West, 39.51 feet; thence North 87°47'54" West, 115.76 feet; thence North 05°28'33" East, 6.22 feet; thence West, 114.90 feet; thence South, 10.36 feet; thence West, 42.00 feet; thence North, 257.43 feet; thence South 87°49'31" East, 420.99 feet to the point of beginning.

Contains: 4.58 Acres