

After recordation, return to:

Gateway-Art City Residential, L.C.  
2457 North 1200 East  
Provo, Utah 84604

**NINTH SUPPLEMENT TO**  
**DECLARATION OF PROTECTIVE EASEMENTS,**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**(Including Owners Association Bylaws)**  
**TOWNHOMES at CAMELOT VILLAGE**  
**A Planned Development (Expandable)**  
**City of Springville, Utah County, Utah**

**This Ninth Supplement** to the above-entitled Declaration ("Ninth Supplement to Declaration") is made as of this 12<sup>th</sup> day of May, 2003, by **Gateway-Art City Residential, L.C.**, a Utah limited liability company ("Declarant"), pursuant to the following:

**RECITALS:**

- A. Declarant is the developer of Townhomes at Camelot Village, an expandable planned development in Springville, Utah ("the "Development").
- B. On or about September 11, 2000, Declarant caused to be recorded as Entry 71112:2000 Pages 1-28 in the Public Record, that certain **Declaration of Protective Easements, Covenants, Conditions and Restrictions (Including Owner Association Bylaws), Townhomes at Camelot Village** (the "Declaration") relating to the Development.
- C. Pursuant to §3.03 of the Declaration, Declarant is permitted to annex into the Development additional real property ("Additional Land") as set forth and described in the Declaration (including any Exhibit thereto) for purposes of development into additional Lots, Units and Common Areas, consistent with existing phases (Plats "A", "B", "C", "D", "E", "F", "G", "H", "O") of the Development and with the Declaration.
- D. Declarant desires to annex a portion of the Additional Land into the Development for development as Plat "I" of the Development.

**Therefore, Declarant hereby declares as follows:**

- 1. All defined terms as used in this Ninth Supplement to Declaration (including the RECITALS) shall have the same meaning as those set forth and defined in the Declaration.

2. The following described real property situated in the City of Springville, Utah County, Utah is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed into the Development to be held, transferred, sold, conveyed and occupied as a part thereof:

A tract of land located in the northeast quarter of section 6, township 8 South, range 3 East, Salt Lake Base & Meridian, said tract being described more particularly as follows: Commencing at a point which is N00° 35'25"W 420.70 feet and west 2011.86 feet from the east quarter corner of section 6, township 8 south, range 3 east, Salt Lake Base & Meridian, said point being the point of beginning; thence S04° 18'35"W 122.34 feet; thence S77° 05'23"W 123.99 feet; thence N00° 12'59"E 101.88 feet; thence N06° 55'27"W 34.41 feet to a non-tangent point of curvature; thence 26.11 feet along the arc of a 186.00 foot radius curve to the right, through a central angle of 08° 02'33", the chord bearing N80° 54'19"E 26.09 feet; thence N84° 55'35"E 105.14 feet to a point of a curvature; thence 3.33 feet along the arc of a 116.00 foot radius curve to the right, through a central angle of 01° 38'36", the chord bearing N85° 44'54"E 3.33 feet to the point of beginning. Parcel containing 0.37 acres more or less. Basis of bearing; N00° 35'25"W between the east quarter corner of section 6 and the northeast corner of section 6.

**TOGETHER WITH** all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying such real property, whether or not the same are reflected on the Plat.

**RESERVING UNTO DECLARANT**, however, such easements and rights of ingress and egress over, across, through, and under the such real property and any improvements (including buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) to construct and complete the buildings and Units described in this Declaration or in the Plat recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; (ii) to construct and complete on the Additional Land or any portion thereof such improvements as Declarant shall determine to build in its sole discretion; and (iii) to improve portions of such real 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, such real property or any improvement thereon is traversed or partially occupied by a 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 10 years after the date on which this 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 government 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 above-described real property 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 the 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**

**COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THIS DECLARATION AND IN THE MASTER DECLARATION.**

3. Section 3.02 of the Declaration is amended in its entirety to read as follows:

3.02 **Division of Lots.** The Development is hereby subdivided into 44 Lots, as set forth and described in the Plats, each with appurtenant and equal rights and easements of use and enjoyment in and to the Common Areas, as well as appurtenant obligations pertaining to Assessments, maintenance, and similar matters, as set forth in this Declaration.

4. Except as amended by the provisions of this Ninth Supplement to Declaration, the Declaration shall remain unchanged and, together with this Ninth Supplement to Declaration, shall constitute the Declaration of Protective Easements, Covenants, Conditions and Restrictions for the Development as expanded by the annexation of the Additional Land described herein.

5. This Ninth Supplement to Declaration shall be recorded concurrently with the Plat entitled **Plat "I", Townhomes at Camelot Village, A planned Development (Expandable)**, Springville City, Utah County, Utah, prepared and certified to by Jason D. Willes, a Utah Registered Land Surveyor holding Certificate No. 376067, executed and acknowledged by Declarant, accepted by Springville City, and filed for record in the Public Records.

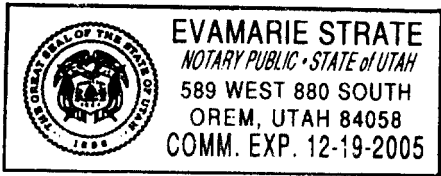
**EXECUTED** by Declarant the day and year first above set forth.

**Gateway-Art City Residential, L.C.**

By: *L. Wayne Ross*  
L. Wayne Ross, Managing Member

STATE OF UTAH     )  
                                  : ss.  
COUNTY OF UTAH   )

The within instrument was acknowledged before me this 12<sup>th</sup> day of May, 2003, by **L. Wayne Ross** in the capacity indicated.



*Evamarie Strate*  
NOTARY PUBLIC