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WHEN RECORDED, RETURN TO:

Steven D. Peterson
Ballard Spahr Andrews & Ingersoll, LLP
201 So. Main, Suite 600
Salt Lake City, UT 84111-2221

DOC # 20070024227
Amended Restrictive Covenants Page 1 of 5
Russell Shirts Washington County Recorder
05/10/2007 02:06:56 PM Fee \$ 18.00 by FIRST AMERICAN TITLE CO - SG


**SECOND AMENDMENT
TO
PROTECTIVE COVENANTS
FOR LAST SUN AT GREEN SPRING**

This Second Amendment to Protective Covenants for Last Sun at Green Spring ("Second Amendment") is executed as of 2/2, 2007 by Gardner-Plumb, L.C., a Utah limited liability company ("Developer").

RECITALS

A. That certain Last Sun at Green Spring Initial Covenants for Washington County, Utah, was recorded on August 26, 2005 in the Official Records of Washington County, Utah as Entry No. 967358 in Book 1783 at Page 1 ("Initial Covenants").

B. Concurrently with the recordation of the Protective Covenants, that certain Final Plat of Last Sun at Green Spring Phase I was recorded in the Official Records of Washington County, Utah as Entry No. 967357 in Book 1782 at Page 2701 ("Initial Plat").

C. That certain First Amendment to Protective Covenants for Last Sun at Green Spring for Washington County, Utah was recorded June 23rd 2006 in the Official Records of Washington County, Utah as Document No. 20060027437 ("First Amendment" and, together with the Initial Covenants, the "Protective Covenants").

D. Concurrently with the recordation of the First Amendment, that certain Final Plat of Last Sun at Green Spring Phase 2 was recorded in the Official Records of Washington County, Utah as Entry No. 20060027435 (together with the Initial Plat, the "Plat").

E. Pursuant to Section 4.1 of the Protective Covenants, Developer reserved the right to expand the Last Sun at Green Spring Subdivision ("Development") without the consent of any other owner of lots in the Development. Developer now desires to exercise its right to expand the Development by adding to the Development the additional land described on Exhibit "A" attached hereto and incorporated herein by this reference ("Additional Land").

F. Pursuant to Section 4.3 of the Protective Covenants, Developer may unilaterally amend the Protective Covenants and the Plat until all portions of the Phase II Land (as described in Exhibit B to the Protective Covenants) are included in the Development or until the right to enlarge the Development through additional tracts of subdivisions terminates. As of the date of this Second Amendment, Developer's right to enlarge the Development through additional tracts of subdivisions has not terminated.

G. In connection with Developer's exercise of its right to expand the Development, eleven (11) lots will be added to the Development as identified in a supplemental plat ("Supplemental Plat"). The Supplemental Plat will be recorded with the Washington County Recorder's Office in connection with the recording of this Second Amendment. Developer will be the owner of the lots shown on the Supplemental Plat.

NOW, THEREFORE, Developer hereby unilaterally exercises its right to expand the Development to include the Additional Land, and unilaterally amends the Protective Covenants as follows:

1. Exercise of Option to Expand. Developer hereby annexes the Additional Land into the Development. The real property described in Exhibit "A" attached hereto is hereby added to and made a part of the Development, with lots as more particularly set forth in the Supplemental Plat. Developer declares that from and after the recordation of this Second Amendment and the Supplemental Plat, the Additional Land shall be subject to, and governed by, the provisions of the Protective Covenants and any amendments or supplements thereto. A copy of the Supplemental Plat is attached hereto as Exhibit "B". Developer shall be the owner of all lots shown on the Supplemental Plat.

2. Reservation of Developer Rights. All Developer rights concerning the Development reserved to the Developer in the Protective Covenants are hereby incorporated and reserved to Developer with respect to the Additional Land hereby added to the Development.

3. Protective Covenants Remains in Effect. This Second Amendment and the Supplemental Plat shall be considered supplemental to the Protective Covenants and the Plat. Except as expressly amended by the foregoing, the Protective Covenants and the Plat shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated or amended by the recording of this Second Amendment and the Supplemental Plat.

4. Authority. Developer hereby certifies that Developer may unilaterally execute this Second Amendment pursuant to Section 4.3 of the Protective Covenants.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, this Second Amendment is hereby executed this 2 day of February, 2007.

GARDNER-PLUMB, L.C., a Utah limited liability company

By: [Signature]
Christian Gardner, Manager

By: [Signature]
Walter J. Plumb, IV, Manager

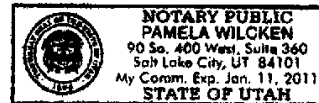
STATE OF Utah)
COUNTY OF Salt Lake) : ss.

The foregoing instrument was acknowledged before me this 2 day of February, 2007, by Christian Gardner, a Manager of Gardner-Plumb, L.C., a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: 90 S. 400 W #360 SLC UT 84101

My Commission Expires: 11-2011

STATE OF Utah)
COUNTY OF Salt Lake) : ss.



The foregoing instrument was acknowledged before me this 2 day of February, 2007, by Walter J. Plumb, IV, a Manager of Gardner-Plumb, L.C., a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: 90 S 400 W #360 SLC UT 84101

My Commission Expires: 11-2011

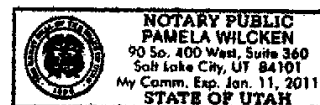


EXHIBIT "A"

Additional Land

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 10,
TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11, "LAST SUN AT GREEN
SPRINGS PHASE 2", ACCORDING TO THE OFFICIAL PLAT THEREOF,
WASHINGTON COUNTY RECORDS, SAID POINT BEING LOCATED
S88D58'42"E 700.01 FEET ALONG THE SECTION LINE FROM THE NORTH
QUARTER CORNER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 15 WEST,
SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S88D58'42"E
300.00 FEET ALONG SAID SECTION LINE AND SAID SUBDIVISION LINE;
THENCE LEAVING SAID LINES S0D35'23"W 192.14 FEET; THENCE S41D18'44"E
243.17 FEET; THENCE S22D39'53"W 110.16 FEET; THENCE N89D24'37"W 151.34
FEET; THENCE N15D48'25"W 90.31 FEET TO A POINT ON A 50.00 FOOT, NON-
TANGENT RADIUS CURVE TO THE RIGHT, THE RADIUS POINT BEARS
N15D48'25"W; THENCE NORTHWESTERLY 74.44 FEET ALONG THE ARC OF
SAID CURVE THROUGH A CENTRAL ANGLE OF 85D18'25" TO THE POINT OF
A 15.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE
SOUTHWESTERLY 41.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A
CENTRAL ANGLE OF 158D51'31" TO THE POINT OF TANGENCY; THENCE
S0D38'29"W 116.49 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO
THE LEFT; THENCE SOUTHEASTERLY 20.97 FEET ALONG THE ARC OF SAID
CURVE THROUGH A CENTRAL ANGLE OF 60D04'20" TO THE POINT OF A
50.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE
SOUTHWESTERLY 115.81 FEET ALONG THE ARC OF SAID CURVE THROUGH
A CENTRAL ANGLE OF 132D42'23"; THENCE S0D38'29"W 49.62 FEET TO THE
POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE
SOUTHWESTERLY 12.79 FEET ALONG THE ARC OF SAID CURVE THROUGH A
CENTRAL ANGLE OF 36D37'56" TO THE POINT OF A 50.00 FOOT RADIUS
REVERSE CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 103.75 FEET
ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
118D53'14"; THENCE S22D53'47"W 128.17 FEET; THENCE N89D24'37"W 75.98
FEET TO THE SOUTHEAST CORNER OF LOT 20, OF SAID "LAST SUN AT
GREEN SPRINGS PHASE 2"; THENCE N0D35'23"E 850.61 FEET ALONG SAID
BOUNDARY TO THE POINT OF BEGINNING.
CONTAINS 4.96 ACRES.

