

WHEN RECORDED, RETURN TO:

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201 So. Main, Suite 600  
Salt Lake City, UT 84111-2221

**DOC # 20070024229**

Amended Restrictive Covenants 1 of 5  
Russell Shirts Washington County Recorder  
05/10/2007 02:15:39 PM Fee \$ 18.00 by FIRST AMERICAN TITLE CO - SG

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

This Third Amendment to Protective Covenants for Last Sun at Green Spring ("Third 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 Protective 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 Initial 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 23<sup>rd</sup> 2006 in the Official Records of Washington County, Utah as Document No. 20060027437 ("First Amendment").

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. ("Second Plat").

E. That certain Second Amendment to Protective Covenants for Last Sun at Green Spring for Washington County Utah was recorded on \_\_\_\_\_ in the Official Records of Washington County, Utah as Document No. \_\_\_\_\_ ("Second Amendment") and, together with the Initial Covenants and First Amendment, the "Protective Covenants".

F. Concurrently with the recordation of the Second Amendment, that certain Final Plat of Last Sun at Green Spring Phase 3 was recorded in the Official Records of Washington County, Utah as Entry No. \_\_\_\_\_ (together with the Initial Plat and Second Plat, the "Plat").

G. 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").

H. 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 First Amendment, Developers right to enlarge the Development through additional tracts of subdivisions has not terminated.

I. In connection with Developer's exercise of its right to expand the Development, one (1) lot 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 First 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 Third 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 Third 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 Third Amendment and the Supplemental Plat.

4. Authority. Developer hereby certifies that Developer may unilaterally execute this Third 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

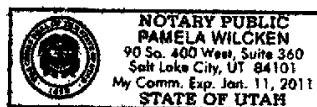
STATE OF Utah )  
COUNTY OF Salt Lake ) : SS.

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: 1-11-2011

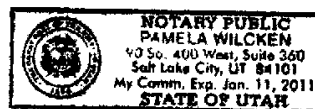
STATE OF Utah )  
COUNTY OF Salt Lake ) : SS.



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: 1-11-2011



**EXHIBIT "A"**

**Additional Land**

A PARCEL OF LAND 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 A POINT BEING THE SOUTHWEST CORNER OF LOT 93 OF LAST SUN AT GREEN SPRINGS PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDS OF WASHINGTON COUNTY AND BEING LOCATED N88°58'42"W ALONG THE SECTION LINE, 1685.61 FEET AND SOUTH, 475.51 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 10, RUNNING THENCE N89°24'37"W, 115.35 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 590 WEST STREET; THENCE N00°38'29"E ALONG SAID EAST RIGHT-OF-WAY LINE, 111.23 FEET TO THE POINT OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE ALONG THE ARC OF SAID CURVE, 41.59 FEET THROUGH A CENTRAL ANGLE OF 158°51'31" TO THE POINT OF A 50.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, THENCE ALONG THE ARC OF SAID CURVE, 74.44 FEET THROUGH A CENTRAL ANGLE OF 85°18'25"; THENCE S15°48'25"E, 90.31 FEET TO THE POINT OF BEGINNING. CONTAINS 10,245 SQ.FT.

