

SECOND AMEN
DECLARATION OF COVENANTS, CC
RIVERSTONE

FACTION, LLC, a Utah limited liability company (hereinafter "Declarant") hereby amends the following portions of the Declaration of Covenants, Conditions and Restrictions for Riverstone Subdivision (hereinafter "Declaration") as set forth herein, pursuant to its authority under Article 7 of said Declaration, which Declaration was recorded on the 13th day of November, 2013, as DOC No. 20130042180 in the records of the Washington County Recorder, and affecting the real property located in Washington County, Utah, more particularly described as set forth in "Exhibit A" hereto, which is incorporated herein by this reference:

1. Under "Recitals": the following modifications and amendments shall be made:

The language of the Fifth Paragraph shall be deleted and stricken from the current Declaration, as it is a duplication or near-duplication of the Seventh Paragraph of the Recitals, which language reads as follows: "Declarant further declares that all of the Property described herein is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the Property and every Lot, part or portion thereof. The acceptance of any deed to or conveyance of any Lot, part or portion of the Property by the grantees therein named or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with the Declarant and with each other to accept, hold, improve, use and convey the Property described and conveyed in or by such deed or conveyance subject to said covenants, conditions, and restrictions. These covenants, conditions, and restrictions shall run with the land."

The language of the Sixth Paragraph shall be deleted and stricken from the current Declaration, as it is a duplication or near-duplication of the Eighth Paragraph of the Recitals, which language reads as follows: "During the Development Phase, as defined below, (Sentence modified, not included in original) Declarant, or its BULK LOT PURCHASER(s), if any, shall be exempt from the provisions, restrictions, and requirements of these Covenants, as the same exists or as it may be amended, supplemented, or replaced in accordance with other provisions of the Covenants."

2. Article 2, Section 2.4, shall be modified and amended as follows:

The following language of the First Paragraph of said Section 2.4 shall be deleted and stricken from the current Declaration, which language reads as follows: "In conjunction with the Association's manager, if any, the Association shall cause routine inspections to be made of all infrastructure in the Project. The Board shall engage professionals to conduct inspections of these components of the Project if the Board or the Association's manager deem that such inspection by professionals, such as an architect, a civil engineer, structural engineer, landscape architect or other such professional is warranted. Inspections shall be made at least yearly and, for appropriate items or events, more often."

The following language of Second Paragraph of said Section 2.4 shall be stricken and deleted from the current Declaration, which language reads as follows: "For a period of ten (10) years after the date of the sale of the last Unit in the Project, the Board shall furnish the Declarant the following: (a) the report of each inspection performed for the Board, whenever such inspection is performed and for whatever portion of the Common Area that is inspected, within thirty (30) days after completion of the inspection; and (b) the most recent inspection report for any portion of the Project, within ten (10) days after the Association's receipt of a written request therefore from Declarant."

The remainder of Section 2.4, being the first portion thereof, shall remain unmodified in all respects.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the 12th day of October, 2015.

Declarant: FACTION, LLC

By: Troy Ence, Manager

ACKNOWLEDGMENT

STATE OF UTAH)

ss.

COUNTY OF WASHINGTON)

On this 12th day of October, 2015, before me personally appeared Troy Ence, whose identity is personally known to me, and who, being by me duly sworn did say that he is the Manager of FACTION, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of said company by proper authority and he acknowledged before me that the company executed the document and the document was the act of the company for its stated purpose.

Tammy Lynn Williams
Notary Public, Residing in Washington County, UT

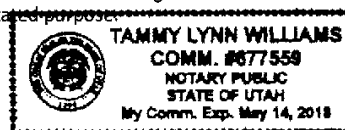


Exhibit "A"
Riverstone Subdivision
Legal Descriptions

Phase 1 Lots: per the Official Plat of Riverstone Subdivision, Ph 1, being Lots SG-RIV-3 through SG-RIV-1-10; SG-RIV-1-12 through SG-RIV-1-15; and SG-RIV-1-26 inclusive;

Phase 2 Lots: per the Official Plat of Riverstone Subdivision, Ph 2, being Lots SG-RIV-2-23 through SG-RIV-2-25; and SG-RIV-2-58; and SG-RIV-2-82 through SG-RIV-2-86; and SG-RIV-2-107 through SG-RIV-2-113 inclusive;

Phase 3 Lots: per the Official Plat of Riverstone Subdivision, Ph 3, being Lots SG-RIV-3-1, SG-RIV-3-2, SG-RIV-3-11; and SG-RIV-3-16 through SG-RIV-3-22; and SG-RIV-3-56 and SG-RIV-3-57, inclusive; and

Phase 4 Lots: per the Official Plat of Riverstone Subdivision, Ph 4, being Lots SG-RIV-4-27 through SG-RIV-4-37; and SG-RIV-4-46 through SG-RIV-4-55 inclusive; and

Future Phases: All other future Phases, and Lots thereof, as may hereafter be expanded or annexed by the Declarant into Riverstone Subdivision, in keeping with provisions of the Declaration thereof, as cited above.