

**WHEN RECORDED, PLEASE MAIL TO:**

Wayne Stelmar  
WL Homes LLC  
895 Dove Street  
Newport Beach, California 92660

**SECOND AMENDMENT  
TO THE  
DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
SOUTH WILLOW ESTATES PLAT 1  
a Planned Unit Development**

NOTE: Capitalized terms utilized throughout this instrument shall be defined to have the same meaning as in the Declaration.

A. That certain Declaration of Covenants, Conditions, Restrictions and Easements for South Willow Estates Plat 1, a Planned Unit Development, dated June 26, 1998, (the "Original Declaration"), has been executed by WL Homes, a Delaware Limited Liability Company, d.b.a. Watt Homes-Utah Division, and duly recorded in the office of the Tooele County Recorder, State of Utah, on July 1, 1998, as Entry No. 114221, in Book 0514, at Page 0698 of Records.

B. The real property more particularly described in the Original Declaration (the "Property"), is subject to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes as set forth therein, to: (i) insure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Property by the Grantor and its successors-in-interest, and all other persons or entities who may subsequently acquire an interest in the Property consistent with a general master plan approach, and (iii) create a residential development of high quality.

C. In order to annex and bring additional property within the provisions of the Original Declaration, the Original Declaration has been amended pursuant to that certain First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for South Willow Estates Plat 1, a Planned Unit Development, dated October 4, 2000, duly recorded in the office of the Tooele County Recorder, State of Utah, on November 8, 2000, as Entry No. 155047, in Book 0646, at Page 0619 of Records (the "First Amendment").

D Section 11.01 of the Original Declaration expressly provides that:

171.452 feet; thence N. 55°33'52" E. 21.284 feet; thence S. 44°11'45" E. 154.421 feet to a point on a 470.000 foot radius curve to the right (bearing to the radius point bears N. 41°21'03" W.); thence along the arc of said curve through a central angle of 06°44'54" a distance of 55.358 feet; thence S. 44°11'45" E. 359.564 feet; thence S. 09°23'18" E. 60.003 feet; thence S. 81°10'54" W. 95.000 feet; thence S. 08°49'06" E. 211.000 feet; thence S. 08°11'54" W. 69.022 feet; thence S. 08°49'06" E. 115.012 feet; thence N. 81°10'54" E. 305.199 feet; thence S. 08°49'06" E. 33.907 feet; thence S. 89°30'16" E. 449.045 feet to the Southeast corner of said South Willow Estates, Plat 2A; thence leaving said Plat 2A Subdivision S. 00°29'44" W. 333.756 feet; thence N. 89°30'16" W. 333.505 feet; thence S. 88°30'25" W. 60.494 feet; thence S. 81°10'54" W. 328.747 feet; thence S. 85°50'59" W. 419.406 feet; thence S. 85°34'08" W. 52.477 feet; thence N. 08°19'30" W. 517.134 feet; thence N. 81°10'54" E. 34.631 feet; thence N. 08°49'06" W. 293.589 feet; thence S. 86°38'44" W. 43.411 feet; thence N. 62°33'21" W. 151.406 feet; thence N. 30°19'26" W. 165.631 feet; thence N. 11°20'49" W. 270.000 feet; thence N. 46°57'44" W. 81.186 feet; thence N. 00°25'17" E. 204.294 feet; thence N. 78°39'11" E. 206.337 feet; thence S. 00°25'17" W. 204.294 feet; thence N. 78°39'11" E. 128.334 feet; thence S. 23°43'24" E. 67.370 feet to a point on a 533.000 foot radius curve to the left (bearing to the radius point bears N. 12°53'58" W.); thence along the arc of said curve through a central angle of 18°55'16" a distance of 176.016 feet to the point of beginning. Contains 38 lots on 23.987 acres.

**NOW, THEREFORE**, pursuant to and in conformance with the provisions of Section 11.01 of the Original Declaration, the Grantor hereby amends the Original Declaration and declares that:

1. The Annexation Property as described above, and each lot, tract or parcel thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to and in conformance with all of the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes ("Covenants and Restrictions") set forth in the Original Declaration, the terms and provisions of which are incorporated herein by this reference as though fully set forth herein.
2. There shall be no additional or different Covenants and Restrictions imposed by this Amendment which are applicable to the Annexation Property, nor shall any of the Covenants and

Additional property may be annexed and brought within the provisions of this Declaration by the Grantor, at any time, without the approval of any Owner or the Association. To annex additional property, the Grantor shall record an amendment to this Declaration which shall describe the additional property to be annexed, and the Grantor may supplement this Declaration with additional or different Covenants and Restrictions applicable to the annexed property, as the Grantor may deem appropriate, and the Grantor may delete or modify such covenants as are contained herein which the Grantor deems inappropriate for the annexed property. Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with the same rights, privileges and obligations as all other members. The amendment of this Declaration as authorized by this Section, to annex additional property, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 12.02 of this Declaration.

Notwithstanding the foregoing, it is anticipated that each annexed parcel shall be developed and platted as a separate and distinct subdivision and the annexation thereof shall not, by virtue of such annexation, be considered an alteration, amendment or change to the plat for any prior subdivision comprising the Property governed by the provisions of this Declaration.

E. W.L. Homes, LLC, a Delaware Limited Liability Company, the legal successor-in-interest to WL Homes, a Delaware Limited Liability Company, d.b.a. Watt Homes-Utah Division, (the grantor under the Original Declaration), at this time desires to annex and bring additional property owned by it as hereinafter described (the "Annexation Property"), within the provisions of the Original Declaration, and to subject the Annexation Property to the covenants, conditions, restrictions, easements, reservations, limitations, and equitable servitudes set forth in the Original Declaration.

F. The Annexation Property, situated immediately adjacent to the Property in Tooele County, State of Utah, is being developed and platted as separate and distinct subdivisions and is more particularly described as follows:

#### **SOUTH WILLOW ESTATES, PLAT 2B**

Beginning at a point located S. 62°26'09" W. 1295.298 feet from the East quarter corner of Section 7, Township 3 South, Range 5 West, Salt Lake Base and Meridian, said point also being the most Westerly corner of Lot 239, South Willow Estates, Plat 2A Subdivision; thence along the Westerly and Southerly boundary of said Plat 2A the following 13 (thirteen) courses: S. 31°49'14" E.

