

WHEN RECORDED, PLEASE MAIL TO:

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

**THIRD 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 AOriginal 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. 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 AFirst Amendment@), and that certain Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for South Willow Estates Plat 1, a Planned Unit Development, dated April 16, 2004, duly recorded in the office of the Tooele County Recorder, State of Utah, on April 27, 2004, as Entry No. 222301, in Book 940, at Page 335 of Records (the ASecond Amendment@).

C. The real property more particularly described in the Original Declaration, the First Amendment and the Second Amendment (the AProperty@), 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.

D Section 11.01 of the Original Declaration expressly provides that:

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.

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E. ~~WL~~Homes~~X~~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, comprising property generally described as South Willow Estates Plat 3, as hereinafter more particularly described (the AAnnexation 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 3

Beginning at the Southeast Corner of Section 7, Township 3 South, Range 5 West, Salt Lake Base and Meridian, (Basis of Bearing being S89°33=44@W 2638.09 feet between the South Quarter Corner and the Southeast Corner of said Section 7); and running thence S89°33=44@W 1379.04 feet along the Section Line; thence N00°26=16@W 355.61 feet; thence N21°14=38@E 62.61 feet; thence N00°26=16@W 285.78 feet; thence S85°49=06@W 126.27 feet; thence S82°23=38@W 181.47 feet; thence N07°23=53@W 177.46 feet; thence N07°56=16@E 46.98 feet; thence N32°57=19@W 193.81 feet; thence N26°10=59@W 66.37 feet; thence N41°59=20@W 62.25 feet; thence N14°50=48@W 193.46 feet; thence N46°54=51@W 127.07 feet; thence N25°43=59@W 72.31 feet; thence N11°20=49@W 400.00 feet; thence N31°53=15@W 67.53 feet; thence N00°25=17@E 207.11 feet; thence N78°39=11@E 515.84 feet; thence S00°25=17@W 204.29 feet; thence S46°57=44@E 81.19 feet; thence S11°20=49@E 270.00 feet; thence S30°19=26@E 165.63 feet; thence S62°33=21@E 151.41 feet; thence N86°38=25@E 43.41 feet; thence S08°49=06@E 293.59 feet; thence S81°10=54@W 34.63 feet; thence S08°19=30@E 517.13 feet; thence N85°34=08@E 52.48 feet; thence N85°50=59@E 419.41 feet; thence N81°10=54@E 328.75 feet; thence N88°30=25@E 60.50 feet; thence S89°30=16@E 333.50 feet; thence S00°29=44@W 785.77 feet to the point of beginning.
 Contains 43.710 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 (ACovenants 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.

