

**AMENDMENT TO
PROTECTIVE COVENANTS OF
SILVERSTONE @ GREEN SPRINGS**

00744829 Bk 1439 Pg 2609
RUSSELL SHIRTS # WASHINGTON CO RECORDER
2001 DEC 05 16:36 PM FEE \$15.00 BY KD
FDR: GALLIAN & WESTFALL

Pursuant to the rights of the Developer, MGS+2, L.C., under paragraph 6.1 to unilaterally amend the Protective Covenants for Silverstone @ Green Springs, recorded February 6, 2001, as Entry No. 709711, Book 1394, Pages 1258-1282 of Official Washington County Records, Developer, effective with the recording of this Amendment, hereby eliminates the following wording from paragraph 6.1:

Until Developer or its designee ceases to act as the Architectural Control Committee, the covenants and restrictions contained herein may be modified, amended, or repealed in whole or in part at any time and from time to time by Developer or his successor or assigns, by recorded instrument.

The purpose of this Amendment is to voluntarily relinquish the right of the Developer to make unilateral amendments without restrictions. Developer, however, retains his right to make amendments as allowed by Article 9, and to participate in the amendment process as provided by paragraph 6.2. To clarify and amend the effects of paragraph 6.2, "Amendment," it is hereby deleted and restated as follows:

6.2 Amendment: The Covenants and Restrictions contained herein may be amended by recorded instrument signed by no less than the owners of 66 2/3% of the number of lots, provided that all signatures must be notarized and obtained within a 180-day period. Written notice of any such proposed amendment shall be sent to every owner of any lot, part or portion of the property, at least thirty (30) days in advance.

This Amendment shall affect the following described property located in Washington County, Utah:

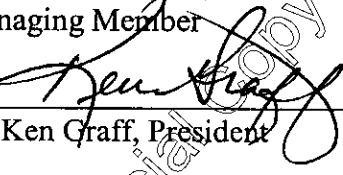
(See Exhibit A attached hereto)


DATED this 5th day of December, 2001.

DEVELOPER:

MGS + 2 DEVELOPMENT CO.,
L.C., a Utah limited liability
Company

KEN GRAFF, P.C.,
Managing Member

By: 
Ken Graff, President


Craig Sullivan
Managing Member

NEIL GLAUSER CONSTRUCTION, INC.
Managing Member

By: 
Neil Glauser, President

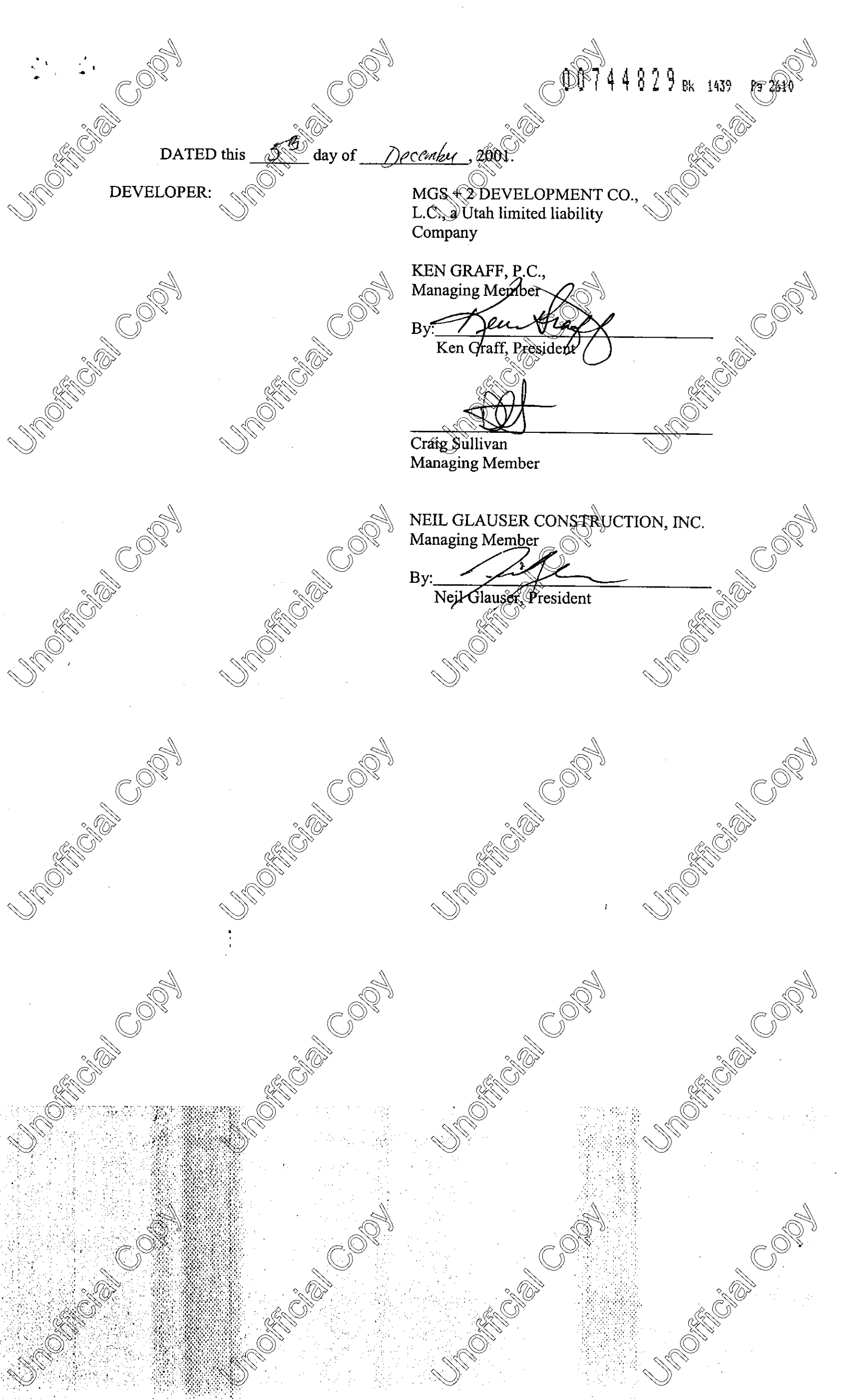


EXHIBIT "A"
BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH LIES S 88°26'53" E 1729.43 FEET ALONG THE SECTION LINE AND NORTH 1958.86 FEET FROM THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N 89°26'20" W 375.97 FEET; THENCE N 0°33'40" E 334.67 FEET; THENCE S 54°49'57" W 786.81 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF GREEN SPRING DRIVE, ACCORDING TO THE ROAD DEDICATION PLAT THEREOF, RECORDS OF WASHINGTON COUNTY; THENCE N 39°08'52" W 5.72 FEET ALONG SAID RIGHT OF WAY TO A POINT ON THE EASTERLY BOUNDARY OF SHADOW BLUFF SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDS OF WASHINGTON COUNTY, SAID POINT BEING ALSO THE POINT OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID EASTERLY BOUNDARY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°23'02", A DISTANCE OF 465.86 FEET TO THE POINT OF TANGENCY; THENCE N 14°16'10" E 726.44 FEET ALONG SAID EASTERLY BOUNDARY AND ITS EXTENSION; THENCE S 78°51'16" E 152.53 FEET; THENCE N 80°34'17" E 462.25 FEET; THENCE N 83°40'19" E 184.81 FEET; THENCE S 9°38'43" E 660.30 FEET; THENCE S 4°43'52" E 449.48 FEET TO THE POINT OF BEGINNING. CONTAINS 22.42 ACRES.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT WHICH LIES S 88°26'53" E 1048.15 FEET ALONG THE SECTION LINE AND NORTH 2574.04 FEET FROM THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N 51°20'48" W 10.00 FEET; THENCE N 37°57'25" W 20.04 FEET; THENCE S 51°20'48" E 10.00 FEET; THENCE S 37°57'25" W 20.04 FEET TO THE POINT OF BEGINNING. CONTAINS 200.40 SQUARE FEET.

NET ACREAGE OF SUBDIVISION EQUALS 22.415 ACRES.