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Amended Restrictive Covenants Page 1 of 6  
Russell Sports Washington County Recorder  
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By: UTAH STATE SCHOOL & TRUST LANDS



W-5-212-233

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, AND EASEMENTS  
FOR SIENNA HILLS**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR SIENNA HILLS (the "Amendment") is executed this 3<sup>rd</sup> day of March 2010, by THE STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION ("Declarant").

**RECITALS**

A. Declarant is the owner of certain real property located in Washington County, Utah that is subject to that DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR SIENNA HILLS (the "Declaration") recorded with the office of the Washington County Recorder on January 27, 2006, as Entry No. 00999848.

B. Pursuant to the authority in Section 14.2.1 of the Declaration, Declarant now desires to amend the Declaration.

NOW, THEREFORE, Declarant hereby declares, covenants and agrees as follows:

1. *Section 5.3.8 is deleted in its entirety and replaced with the following:*

**5.3.8 Antennas and Dishes; Solar Devices.** The following devices for the reception or transmission of radio or television broadcasts or other means of communication shall be permitted on a Lot or an Improvement thereon: (a) a satellite dish designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter; (b) a satellite dish designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter; (c) an antenna that is designed to receive television broadcast signals; or (d) any antennas not described herein that are specifically covered by 47 CFR Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time (collectively, the antennas and dishes described herein will be referred to as the "Permitted Antennas"). No other television, radio, or other electronic towers, aerials, antennas, satellite dishes or device of any type for the reception or transmission of radio

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or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any Improvements thereon.

To the extent such requirements would not unreasonably delay installation, would not unreasonably add to the cost of installation, maintenance or use, and would not impair the reception of an acceptable quality signal: (a) the Permitted Antennas shall be installed in a side or rear yard location, not Visible From Neighboring Property, or will be integrated with the Residence and surrounding landscaping to prevent or limit visibility; (b) any exterior wiring shall be hidden from view as much as is reasonably possible, shall be black or shall be painted to blend into the surrounding materials; (c) and any satellite mounting brackets or arms shall not exceed three feet in length. Permitted Antennas shall be installed per applicable laws and regulations.

The Association shall be empowered to establish reasonable, non-discriminatory restrictions relating to location and safety of the Permitted Antennas, provided those rules do not conflict with the requirements in this Declaration, Section 207 of the Telecommunications Act of 1996, FCC regulations, or other applicable law.

Notwithstanding the foregoing, nothing herein shall limit the placement of antennas, microwave reception or communication equipment, fiber optic facilities, or other such equipment which Declarant may approve.

No solar heating or cooling equipment or other visible solar device may be installed or erected without approval of the Reviewing Authority, which shall give due regard to state law restricting the limitation of such devices. To the extent permitted by law, any such equipment installed on a Dwelling Unit or on a Lot shall be designed to integrate into the architecture of the Improvements upon the Lot or into the Dwelling Unit, and shall not detract from the aesthetics of the Improvements.

2. *Sections 8.6.1 and 8.6.2 are deleted in their entirety and replaced with the following:*

**8.6 Obligation of Developer Owner.**

**8.6.1 Fifty Percent Reduced Rates for Developer Owners.** Subject to the provisions of Section 8.19 hereof, the Developer Owner of a Lot or Parcel, including a Non-Residential Parcel, is entitled to pay only 50% of the otherwise applicable Annual or Special Assessment for the Lot or Parcel owned, until the earlier of:

- (a) the initial conveyance or rental of a Dwelling Unit on the Lot to the first Non-Development Owner thereof, or, in the case of an Apartment Parcel, the date of completion of construction of Apartments thereon, or the date of completion of construction of a Condominium building thereon in the case of a Condominium Parcel, or

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the date of completion of construction of a Non-Residential or Mixed Land Use building thereon in the case of a Non-Residential Parcel or Mixed Land Use Parcel; or

(b) twelve (12) months after the date of the initial conveyance of the Lot or Parcel from Declarant to the first Developer Owner thereof.

**8.6.2 Reserved**

3. *Section 15.2 is deleted in its entirety and replaced with the following:*

**15.2 Communications Services Agreement.** The Association has entered into and is bound by that certain Community Association Communications Services Agreement (the "Communications Agreement") by and between the Association and Broadweave Networks of St. George, LLC ("Broadweave"), which provides that, to the extent permitted by law, Broadweave shall be the exclusive provider of certain communications services to Residential Owners and Occupants within the Covered Property. Pursuant to the Communications Agreement, Broadweave shall provide certain services as provided in the Communications Agreement, including internet and telephone service, to each Residential Owner within the Covered Property, and each Residential Owner shall be obligated to pay Broadweave for such services, regardless of whether such Owner actually uses or subscribes to such services. Broadweave shall bill each Residential Owner directly for the costs of the services. Should a Residential Owner fail to pay Broadweave for the services, such charges shall be assessed against such Owner's Lot, subject to the lien rights of the Association pursuant to Section 8.1 of this Declaration.

Each Residential Owner shall have the option, but not the obligation to contract with Broadweave to provide additional communications and/or media services.

Residential Owners may, to the extent available, obtain any services, including those provided by Broadweave, from a provider other than Broadweave, provided that such Owner shall not thereby be relieved of its obligation pursuant to the Communications Agreement and this Declaration to pay the charges to Broadweave.

The provisions of the Communications Agreement, as it may be amended from time to time, shall control in the event of any conflict with the terms hereof, and each Owner is deemed to be fully aware, advised and cognizant of the terms and provisions of the Communications Agreement and any amendments thereto, copies of which are available from the Association upon request.

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IN WITNESS WHEREOF Declarant has caused this Amendment to be duly  
executed on the date set forth in the first paragraph herein.

**DECLARANT:**  
THE STATE OF UTAH, ACTING  
THROUGH THE SCHOOL AND  
INSTITUTIONAL TRUST LANDS  
ADMINISTRATION

By: [Signature]  
Kevin S. Carter, Director

Approved as to form:

[Signature]  
Special Assistant Attorney General

STATE OF UTAH )  
  ):§  
COUNTY OF SALT LAKE )

On the 3<sup>rd</sup> day of March 2010, personally appeared before me Kevin S.  
Carter, who being by me duly sworn did say that he is the Director of the School and  
Institutional Trust Lands Administration of the State of Utah, and the signer of the above  
instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this 3<sup>rd</sup> day of March 2010.

My commission expires  
August 10, 2010

[Signature]  
Notary Public, residing at: Salt Lake County



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**Legal Description of Sienna Hills**

Beginning at the Northeast Corner of Section 12, Township 42 South, Range 15 West, Salt Lake Base and Meridian, thence along the East Section line of said Section 12 South 01° 01' 55" West 1334.15 feet to the South line of sectional Lot 1 of Section 7, Township 42 South, Range 14 West; thence along said South line of said Lot 1 South 88° 56' 32" East 1279.07 feet to the East line of said Lot 1; thence along the East line of said Lot 1 North 00° 20' 40" East 1336.06 feet to the North line of said Section 7; thence along said section line South 89° 01' 27" East 718.11 feet to a point on the Westerly boundary line of the Coral Canyon Development Lease Boundary as described in Development Lease No. 610, dated June 30, 1999, between SunCor Development and The State of Utah, as to which a Memorandum of Lease was recorded July 2, 1999, as Entry No. 00653936, in Book 1339, beginning at page 1451 in the office of the Washington County Recorder, in said county, in the State of Utah; thence along said boundary line in the following eighteen (18) courses: South 13° 27' 52" East 860.98 feet; thence South 13° 25' 06" East 477.18 feet; thence South 04° 14' 38" East 576.08 feet; thence South 46° 25' 46" East 171.31 feet; South 40° 28' 45" East 327.21 feet; thence South 22° 11' 51" East 213.85 feet; thence South 07° 08' 12" West 258.29 feet; thence South 37° 11' 51" West 162.48 feet; thence South 21° 32' 45" West 243.06 feet; thence South 36° 08' 23" West 220.08 feet; thence South 29° 42' 15" West 384.05 feet; thence South 38° 36' 53" West 411.12 feet; thence South 20° 53' 13" West 539.79 feet; thence South 21° 28' 02" West 447.91 feet; thence South 07° 20' 31" West 477.09 feet; thence South 14° 28' 10" West 304.43 feet; thence South 23° 37' 27" West 360.25 feet; thence South 07° 27' 02" West 362.75 feet to a point on the arc of a curve concave to the left, said curve having a radius of 918.02 feet, from which the radius point bears South 43° 36' 41" East; said point also being on the northerly right-of-way line of Telegraph Road, thence along said Telegraph Road right-of-way in the following nine (9) courses: Southwesterly 18.10 feet along the arc of said curve through a central angle of 01° 07' 46"; thence North 44° 44' 27" West 35.00 feet, thence South 45° 15' 33" West 212.75 feet to the point of curvature of a curve concave to the right, said curve having a radius of 966.29 feet, thence Southwesterly 519.06 feet along the arc of said curve through a central angle of 30° 46' 38" to the point of tangency; thence South 76° 02' 12" West 471.30 feet to the point of curvature of a curve concave to the left, said curve having a radius of 953.02 feet, thence Southwesterly 662.74 feet along the arc of said curve through a central angle of 41° 02' 47" to the point of tangency; thence South 34° 59' 24" West 528.62 feet to the point of curvature of a curve concave to the right, said curve having a radius of 1786.48 feet, thence Southwesterly 649.44 feet along the arc of said curve through a central angle of 20° 49' 43" to a point from which the radius point bears North 34° 10' 53" West, said point also being on the East Line of the West Half of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter (W1/2NW1/4NE1/4SE1/4), said line also being the West East East 256th line of Section 13, Township 42 South, Range 15 West; thence along said East line South 00° 53' 32" West 886.75 feet to North line of the South Half of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter (S1/2SW1/4NE1/4SE1/4), said line also being the South North South 256th line of said Section 13; thence along said North line North 89° 14' 49" West 331.40 feet to the West line of the East Half of the Southeast Quarter (E1/2SE1/4), said line also being the East 16th line of said Section 13; thence along said West line South 00° 53' 41" West 666.89 feet to the North line of the South Half of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter (S1/2NE1/4SW1/4SE1/4) said line also being the North South South 256th line of said Section 13; thence along said North line North 89° 20' 57" West 1325.72 feet to the Center Section Line of Section 13, Township 42 South, range 15 West; thence along said center section North 00° 54' 18" East 4301.17 feet to the South Quarter Corner of said Section 12; thence along the Center Section line of said Section 12 North 01° 05' 21" East 1348.50 feet to the South 1/16th line of said Section 12, thence North 88° 00' 59" West 565.95 feet to a point of non-tangency of a

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1500.00 foot radius curve to the left, of which the radius point bears South 29°21'57" East; thence Southwesterly 337.36 feet along said curve through a central angle of 12°53'10", from which the radius point bears South 42°15'07" East; thence North 88°00'59" West 653.04 feet; thence North 08°55'05" West 210.09 feet to a point on the said North property line of said property, said point also being on the South 1/16th line of said Section 12; thence North 88°00'59" West 528.39 feet to a point being on the Southerly right-of-way line of Interstate 15; thence along said right-of-way line in the following ten(10) courses: North 88°08'24" East 649.09 feet to an existing right-of-way monument; thence North 68°12'09" East 305.40 feet to an existing right-of-way monument; thence North 64°21'52" East 706.98 feet to an existing right-of-way monument; thence North 59°19'21" East 520.88 feet to an existing right-of-way monument; thence North 53°42'03" East 517.13 feet to an existing right-of-way monument; thence North 48°43'20" East 517.03 feet to an existing right-of-way monument; thence North 43°58'18" East 512.61 feet to an existing right-of-way monument; thence North 39°46'41" East 233.39 feet to an existing right-of-way monument; thence North 39°02'42" East 912.72 feet to an existing right-of-way monument; thence North 39°02'55" East 1351.82 feet to the North Section Line of said Section 12; thence along said section line South 88°43'57" East 67.05 feet to the point of beginning.

Contains 742.28 acres.

Less and Excepting:

1. A parcel of land in fee for the Interstate 15 Northbound Mile Post 13 ramps, known as Project No. \*SP-15-1(20)13, described in State of Utah Patent No. 19639 with Exhibit A labeled as Parcel No. 15-1:1:A. Encloses 5.992 acres.
2. The area inside Washington Parkway Right-of-Way boundary as described in State of Utah Patent No. 19661 with Exhibit A. Encloses 16.07 acres.
3. The area inside the Telegraph Road Right-of-Way boundary, a 200 foot wide public roadway. Encloses 7.9 acres.