

When recorded, return to:

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**SUPPLEMENTAL DECLARATION AND AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR SPRING CREEK RANCH
(a Planned Residential Community)
(Expandable)**

This Supplemental Declaration and Amendment to Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Spring Creek Ranch (a Planned Residential Community) ("**Supplemental Declaration**") is executed this ____ day of September, 2004, by **SHORELINE PROPERTIES, LLC**, a Utah limited liability company.

RECITALS

WHEREAS, on or about August 10, 2004, the original Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Spring Creek Ranch ("**Declaration**") was recorded as Entry No. 91734:2004, Page 1 of 21, in the office of Randall A. Covington, Utah County Recorder; and

WHEREAS, Declarant is the owner of a certain tract of land located in Utah County, Utah, which Property is more particularly described at Exhibit "A" to the Declaration, and intended to be known for purposes of development and marketing as "Spring Creek Ranch"; and

WHEREAS, the term "Property" as used in the Declaration refers to the Property described in Exhibit A thereto, and the development of the Property is referred to as the "Project"; and

WHEREAS, the Declarant and Members, after due notice and vote, desire to supplement and amend certain terms and provisions of the Declaration to include an expansion of the Project according to Article 15 of the Declaration to include the property identified as "Spring Creek Ranch Plat "C" ("Plat "C"")", as more specifically described below; and

WHEREAS, the Declarant and Members intend by this Supplemental Declaration to impose upon Plat C of the Project all of the conditions, covenants, restrictions and reservations of easements for Spring Creek Ranch specified in the Declaration.

NOW THEREFORE, the Declaration is hereby supplemented and amended as follows:

1. It is hereby declared that the definition of Property in the Declaration is hereby amended to add thereto Spring Creek Ranch Plat "C" legally described as:

Beginning at a point that is South 00°01'20" East along the section line 9.43 feet and East 3357.48 feet from the West quarter corner of Section 21, Township 5 South, Range 1 East, Salt Lake Base and Meridian;

thence North 00°48'00" East 80.00 feet; thence South 88°58'02" East 100.51 feet; thence along the arc of a 300.00 foot radius curve to the right through a central angle of 04°30'27" for 23.60 feet (chord bears North 11°06'03" East 23.59 feet); thence North 13°21'16" East 495.02 feet; thence along the arc of a 859.00 foot radius curve to the right through a central angle of 16°37'59" for 249.37 feet (chord bears North 21°40'16" East 248.49 feet); thence North 29°59'15" East 96.87 feet; thence along the arc of a 275.00 foot radius curve to the left through a central angle of 29°41'28" for 142.51 feet (chord bears North 15°08'31" East 140.92 feet); thence North 00°17'47" East 3.28 feet; thence along the arc of a 18.00 foot radius curve to the left through a central angle of 90°00'00" for 28.27 feet (chord bears North 44°42'13" West 25.46 feet); thence North 08°30'40" West 50.60 feet; thence North 00°17'47" East 108.21 feet; thence South 89°42'13" East 411.53 feet along the south property line of Kent G. Buckwalter as described in Deed recorded in Book 1433, at Page 335 to the westerly line of a county road; thence South 31°12'17" West along said westerly line 351.81 feet; thence South 29°59'15" West along said westerly line 330.90 feet; thence South 13°21'16" West along said westerly line 642.43 feet; thence North 76°38'44" West 12.65 feet; thence along the arc of a 26.00 foot radius curve to the right through a central angle of 90°00'00" for 40.84 feet (chord bears South 58°21'16" West 36.77 feet); thence North 76°38'44" West 29.50 feet; thence along the arc of a 300.00 foot radius curve to the left through a central angle of 09°54'02" for 51.84 feet (chord bears North 81°35'45" West 51.78 feet); thence North 88°47'14" West 85.24 feet; thence North 88°58'02" West 79.40 feet to the point of beginning.

Area contained: 6.8162 Acres (21 building lots).

2. All parcels contained in Spring Creek Ranch Plat "C" shall be held, sold, conveyed, leased, rented, encumbered and used subject to the Declaration as supplemented and amended, and the covenants, restrictions, limitations and conditions contained in the Declaration shall constitute covenants which run with the land and shall be binding on and be for the benefit of the Declarant, its successors and assigns and all owners of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, all as set forth herein.

3. This Supplemental Declaration incorporates by this reference the Declaration as if herein set forth in its entirety.

4. Article 1.21, is hereby amended to read as follows:

Phase: a particular parcel of property which is or shall become part of the Project pursuant to the recordation of an appropriate amendment to the

Declaration. The term "Property" as described in Paragraph A of the Recitals above, and as used in this Declaration, shall refer to Plat A and Plat C, unless and until the option to expand is elected by Declarant and is recorded with respect to future phase according to the terms of this Declaration. Until such time, all phases other than Plat A and Plat C, if any, shall be deemed unaffected and unencumbered by this Declaration.

5. Article 15.2 is hereby amended to read as follows:

15.2 As provided previously herein, this Declaration governs Plat A and Plat C of the Spring Creek Ranch. Subsequent portions of the Planned Community shall each also be governed by these Covenants, Conditions, and Restrictions and the Home Owners' Association.

Except as specifically set forth herein, the terms of the Declaration, as supplemented and amended, shall remain unchanged.

DECLARANT: SHORELINE PROPERTIES, LLC, a Utah limited liability company

By: Lloyd R. Brooks

[Signature]
Its: Manager

By: David N. Klock
[Signature]
Its: Manager

By: Harold Irving

[Signature]
Its: Manager

STATE OF UTAH)
.SS
COUNTY OF UTAH)

On this 15 day of SEPTEMBER 2004, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared **Lloyd R. Brooks, David N. Klock & Harold Irving** to me known to be **Members** and duly appointed **Managers** of Shoreline Properties, LLC, a Utah Limited Liability Company, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument by authority of its Operating Agreement.

WITNESS my hand and official seal hereto affixed the day and year first above written.

[Signature]
NOTARY PUBLIC

