

Record Against the Property
Described in Exhibit A.

After Recording Mail To:
Bruce C. Jenkins
1240 East 100 South, Ste. 9
St. George, UT 84790

DOC # 20090046797

Amended Restrictive Covenants
Russell Shirts Washington County Recorder
12/11/2009 11:31:07 AM Fee \$ 18.00
By COLOR COUNTRY COMMUNITY

Page 1 of 5



**SECOND AMENDMENT OF CHATEAUS AT RIVERWOOD ESTATES (PHASE II)
PROTECTIVE COVENANTS AND DECLARATION OF BUILDING
AND USE RESTRICTIONS**

This Amendment to the Chateau at Riverwood Estates (Phase II) Protective Covenants and Declaration of Building and Use Restrictions (the "Protective Covenants") is hereby made by two-thirds (2/3) or more of the owners of lots in the Chateau at Riverwood Estates Subdivision, Phase II (the "Phase II Subdivision") pursuant to Section 28 of the Protective Covenants.

WHEREAS, the Protective Covenants were recorded in the records of the Washington County Recorder on January 18, 2008 as Document No. 20080002220;

WHEREAS, the Protective Covenants were amended pursuant to that certain First Amendment of Chateaus at Riverwood Estates (Phase II) Protective Covenants and Declaration of Building and Use Restrictions recorded in the records of the Washington County Recorder on July 25, 2008 as Document No. 20080029892 (the "First Amendment");

WHEREAS, the Developer, Five Star Development, Inc., maintained the unilateral right to amend the Protective Covenants pursuant to Section 28 until the Developer assigned rights such powers to the association of homeowners as provided for in the Protective Covenants;

WHEREAS, the rights of Developer have been foreclosed;

WHEREAS, the City of LaVerkin, in an amendment to that certain Development Agreement governing the Chateaus at Riverwood Estates Phase II has agreed to reducing the minimum square footage of residential units on Lots 46-50; and

NOW THEREFORE, the owners of two-thirds (2/3) or more of the lots in the Phase II Subdivision hereby amend Sections 2 and 5 the Protective Covenants, as amended by the First Amendment (all amendments are in bold type):

SECTION 2

Section 2 of the Protective Covenants, as amended, presently provides as follows:

2. ARCHITECTURE: The architecture of each home shall be French country estates, French provincial estates or similar style structure built on site with new materials approved by the Architectural Control Committee. The pitch of the roof for lots 24 through 45 is to be a minimum of 6/12. The pitch of the roof for lots 46 through 53 is to be a minimum of 8/12. Garages are to be attached to the homes, with two car garages being the minimum allowed. A detached garage may be allowed upon approval by the Architectural Control Committee and must be the same architecture and construction materials as the house. The elevation of the home shall be in accordance with the style of other homes in the subdivision to enhance the ambiance of the subdivision.

Section 2 is hereby amended and entirely replaced by the following:

ARCHITECTURE: The architecture of each home shall be French country estates, French provincial estates or similar style structure built on site with new materials approved by the Architectural Control Committee. The pitch of the roof for lots 24 through 50 is to be a minimum of 6/12. The pitch of the roof for lots 51 through 53 is to be a minimum of 8/12. Garages are to be attached to the homes, with two car garages being the minimum allowed. A detached garage may be allowed upon approval by the Architectural Control Committee and must be the same architecture and construction materials as the house. The elevation of the home shall be in accordance with the style of other homes in the subdivision to enhance the ambiance of the subdivision.

SECTION 5

Section 5 of the Protective Covenants, as amended, presently provides as follows:

5. MINIUM DESIGN STANDARDS: The estates shall be used only for residential purposes. No building shall be erected nor permitted to remain on any property other than one

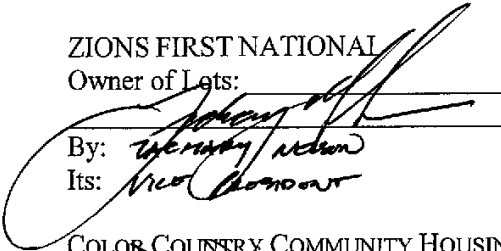
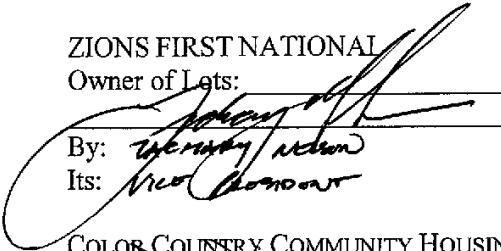
single-family residence (maximum of 2 stories above ground) and associated structures. All structures shall be constructed in accordance with the prevailing zoning and building ordinances. Minimum square footage of living space in a home for lots 24 through 45 is one thousand three hundred fifty square feet on the ground floor. Minimum square footage of living space in a home for lots 46 through 53 is two thousand square feet, eighteen hundred feet minimum must be on ground floor. Only living space above the basement (excluding garage) is computed to qualify for minimum square footage.

Section 5 is hereby amended and entirely replaced by the following:

5. MINIMUM DESIGN STANDARDS: The estates shall be used only for residential purposes. No building shall be erected nor permitted to remain on any property other than one single-family residence (maximum of 2 stories above ground) and associated structures. All structures shall be constructed in accordance with the prevailing zoning and building ordinances. Minimum square footage of living space in a home for lots 24 through 50 is one thousand three hundred fifty square feet on the ground floor. Minimum square footage of living space in a home for lots 51-53 is two thousand square feet; eighteen hundred feet minimum must be on ground floor. Only living space above the basement (excluding garage) is computed to qualify for minimum square footage.

IN WITNESS WHEREOF, the undersigned constitute two-thirds (2/3) or more of the lot owners in the Phase II Subdivision and hereunto execute this document as of the _____ day of May, 2009.

ZIONS FIRST NATIONAL
Owner of Lots:

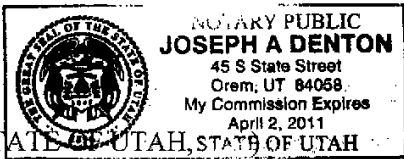
By: 
Its: 

COLOR COUNTRY COMMUNITY HOUSING, INC.
Owner of Lots:

By: 
Its: EXECUTIVE DIRECTOR

STATE OF UTAH,)
 :SS.
County of Washington.)

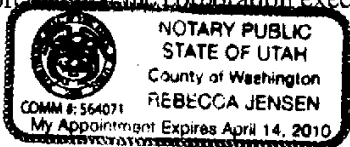
On this 15 day of October, 2009, personally appeared before me Richard Nelson, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the Vice President of Zions Bank, a Utah corporation, and that he/she executed the foregoing Second Amendment of Chateaus at Riverwood Estates (Phase II) Protective Covenants and Declaration of Building and Use Restrictions on behalf said corporation by authority of a resolution of its Board of Directors, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.



[Signature]
Notary Public

STATE OF UTAH,)
 :SS.
County of Washington.)

On this 12th day of August, 2009, personally appeared before me Cathy Tippetts, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is the Executive Director of Color Country Community Housing, Inc., and that he/she executed the foregoing Second Amendment of Chateaus at Riverwood Estates (Phase II) Protective Covenants and Declaration of Building and Use Restrictions on behalf said corporation by authority of a resolution of its Board of Directors, and he/she acknowledged before me that the corporation executed the same for the uses and purposes stated therein.



[Signature]
Notary Public

Lot Owner Consent; Lot # _____

By: _____
Prisciliano Yturriaga

STATE OF UTAH)
 : SS
County of Washington)

On this _____ day of _____, 2009 personally appeared before me _____, the signer of the foregoing document, who acknowledged to me that he/she executed this document.

Notary Public

EXHIBIT A

The following real property is located in Washington County, Utah:

All of Lots 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, and 53 of the Chateaus at Riverwoods Estates Subdivision (Phase II) according to the official plat thereof of file in the records of the Washington County Recorder.

Parcel Nos.

LV-CRE-2-24	LV-CRE-2-25	LV-CRE-2-26
LV-CRE-2-27	LV-CRE-2-28	LV-CRE-2-29
LV-CRE-2-30	LV-CRE-2-31	LV-CRE-2-32
LV-CRE-2-33	LV-CRE-2-34	LV-CRE-2-35
LV-CRE-2-36	LV-CRE-2-37	LV-CRE-2-38
LV-CRE-2-39	LV-CRE-2-40	LV-CRE-2-41
LV-CRE-2-42	LV-CRE-2-43	LV-CRE-2-44
LV-CRE-2-45	LV-CRE-2-46	LV-CRE-2-47
LV-CRE-2-48	LV-CRE-2-49	LV-CRE-2-50
LV-CRE-2-51	LV-CRE-2-52	LV-CRE-2-53