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DOC # 20110001378

Amended Restrictive Covenants Page 1 of 31
Russell Shirts Washington County Recorder
01/13/2011 09:23:19 AM Fee \$ 72.00
By TWIN CREEKS HOA



Recorded at request of:
Twin Creeks at Stonebridge

After recording, mail to:
Twin Creeks at Stonebridge HOA
C/O Community Association Management
410 East Tabernacle Suite B
St. George, UT 84770

Record Against the Property
Described in Exhibit A

**AMENDMENT
TO
FIRST AMENDED AND RESTATED PROTECTIVE COVENANTS
FOR
TWIN CREEKS AT STONEBRIDGE
A PLANNED UNIT DEVELOPMENT**

THIS AMENDMENT was presented to and approved in writing by not less than two-thirds of the Members of the Association pursuant to Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge, a Planned Unit Community, recorded in the records of the Washington County Recorder on June 25, 2007 as Document No. 20070032886 (the "Protective Covenants").

NOW, THEREFORE, pursuant to the authority granted in Section 7.2 of the Protective Covenants, the Association hereby amends Article 4 of the Protective Covenants, which amendment shall supercede and entirely replace the former provisions of Article 4:

ARTICLE 4 - FINANCES AND OPERATIONS

4.1. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENT.
The Owner of any Lot, covenants and agrees to pay to Twin Creeks at Stonebridge Owners Association assessments or charges and interest, costs of collection and a reasonable attorney fee, as hereinafter provided. All such amounts shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of (a) the person who was the Owner of such Lot at the time when the assessment fell due and (b) successors-in-title who took title when assessments were delinquent.

4.2.PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used by the Association for the improvement, maintenance, repair and preservation of the landscaping in the front and side yard areas of each Lot, clearing weeds and debris from vacant lots, and maintaining Common Area if any is shown on the Plat. The assessments must provide for, but are not limited to, the payment of taxes on Association property and insurance maintained by the Association; the payment of the cost of repairing, replacing and maintaining the Common Areas; the payment of cost of repairing, replacing and maintaining the landscaping in the front and side yard areas of each Lot; clearing weeds and debris from vacant lots; the payment of administrative expenses of the Association; insurance deductible amounts; the establishment of a reserve account for repair, maintenance and replacement of the Common Areas which must be replaced on a periodic basis; and other amounts required that the Directors shall determine to be necessary to meet the primary purposes of the Association.

4.3 MAXIMUM ANNUAL ASSESSMENT. The Maximum Annual Assessment for Lots on which a residence has been constructed shall be Six Hundred Dollars (\$600.00) per Lot ("Improved Lots") and for Lots on which there is no residence Three Hundred Dollars (\$300.00) per Lot ("Unimproved Lots"). This amount shall be the basis of calculation for future maximum annual assessments and may be collected on a monthly, quarterly or annual basis, as determined by the Directors.

(i) From and after the date referred to above the maximum annual assessment may be increased each year by fifteen percent (15%) above the maximum assessment for the previous year, without a vote of the membership.

(ii) The Association may change the basis and maximum of the assessments fixed by this Section beyond fifteen percent (15%) prospectively for any annual period provided that any such change shall have the assent of two-thirds (2/3) votes of Members, voting in person or by proxy, at a meeting duly called for this purpose.

4.4.SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only. Special assessments may only be levied to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Area. Special assessments must have the assent of two-thirds (2/3) votes of Members voting in person or by proxy, at a meeting duly called for this purpose. In the event the Board deems a special assessment necessary, and the cost of the special assessment is less than ten percent (10%) of the Association annual budget for the preceding year, then the Board may authorize and pass such a special assessment without the need for any approval by or any vote of the membership.

4.5.ADDITIONAL ASSESSMENTS. In addition to the annual assessments and special assessments for capital improvements authorized herein, the Association shall levy such additional assessments as may be necessary from time to time for the purpose of repairing and

restoring the damage or disruption resulting to streets or other Common Area from the activities of City of St. George (the "City") or other utility provider in maintaining, repairing or replacing the utility lines and facilities thereon. It is acknowledged that the ownership of said utility lines, underground or otherwise, is in the City or other utility provider up to and including the meters for individual units, and that they are installed and shall be maintained to City or utility provider specifications.

4.6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4.3, 4.4, and 4.5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.3, 4.4, and 4.5 above shall be sent to all Members not less than thirty (30) days, no more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast two-thirds (2/3) of all the votes of the Membership shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum of the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.7. EMERGENCY ASSESSMENTS. Notwithstanding anything contained in these Protective Covenants, the Board of Directors, without Member approval, may levy Emergency Assessments or increase Annual Assessments or levy Special Assessments for an emergency situation. An emergency situation is one in which the Board finds:

- (i) an expenditure, in its discretion, required by an order of a court, or to settle litigation;
- (ii) an expenditure necessary to repair or maintain the Property or any part of it for which the Association is responsible where a threat to personal safety on the Property is discovered; or
- (iii) an expenditure necessary to repair, maintain or cover actual Association expenses for the Properties or any part of it that could not have been reasonably foreseen by the Board in preparing and distributing the pro forms operating budget, (for example: increases in utility rates; landscape or maintenance contract services; etc.)

Provided, however, that prior to the imposition or collection of any assessment due to an emergency situation, the Board shall pass a resolution containing the written findings as to the necessity of such expenditure and why the expenditure was not or could not have been reasonably foreseen or accurately predicted in the budgeting process and the resolution shall be distributed to the Members with the notice of the assessment. If such expenditure was created by an unbudgeted utility maintenance or similar expense, increase, the Assessment created thereby shall be discontinued by the Board by a similar resolution, if such expense is subsequently reduced, or to the extent the next succeeding annual budget incorporates said increase into the annual assessment.

4.8. SINGLE LOT ASSESSMENT. The Association may also levy a special assessment against any Owner and Member's Lot to reimburse the Association for costs incurred in bringing a Member and Member's Lot into compliance with the provisions of these Covenants. The single lot assessment may be levied upon the vote of the Board after notice and the opportunity to be heard.

4.9. RATE OF ASSESSMENT; PERIODIC ASSESSMENT. Special, Additional and Emergency Assessments must be fixed at a uniform rate for all Lots. Annual Assessments need not be assessed at a uniform rate and shall be assessed as provided for in Section 4.3.

4.10. EXEMPT PROPERTY. The following property subject to these Protective Covenants is exempt from the assessments created herein:

- (i) All property dedicated to and accepted by any local public authority.
- (ii) All Common Areas.

4.11. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. The assessments provided for herein shall commence to accrue upon acceptance of title to a Lot by whatever means and for Unimproved Lots the rate shall change to that of an Improved Lot upon issuance of a certificate of occupancy for a Residence. The first assessment shall be adjusted according to the number of months remaining in the calendar year.

At least thirty (30) days prior to the commencement of each new assessment period, the Directors shall send or cause to be sent a written notice of the annual assessment to each Owner subject thereto. This notice shall not be a pre-requisite to validity of the assessment.

The Directors shall prepare a roster of the properties and the assessments applicable thereto at the same time that it shall fix the amount of the assessment, which roster shall be kept by the treasurer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any member at reasonable times.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificate, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

4.12. EFFECT OF NON-PAYMENT OF ASSESSMENT - REMEDIES OF THE ASSOCIATION. Any assessment or installment thereof not paid within ten (10) days after the due date therefore shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such lesser rate as the Directors shall set by resolution) until paid. In addition, a late fee of \$25.00 for each delinquent installment shall be imposed.

The Directors may, in the name of the Association, (a) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without wiving the lien of assessment, or (b) may foreclose the lien against the Lot in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, and/or (c) may restrict, limit, or totally terminate any or all services performed by the Association in behalf of the delinquent Lot Owner. There shall be added to the amount of any delinquent assessment the costs and expense of any action, sale or foreclosure, and a reasonable attorney's fee.

A Power of sale is hereby conferred upon the Association that it may exercise. Under the power of sale the Lot of an Owner may be sold in the manner provided by Utah law pertaining tod deeds of trust as if said Association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as Trustee for purposes of Power of sale foreclosure.

No Owner my waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment of the Lot.

4.13. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the assessment lien as to payments that became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Lot or Owner from personal liability for assessments coming due after he takes title or from the lien of such later assessments.

4.14. BOOKS, RECORDS AND AUDIT. The Association shall maintain current copies of the Protective Covenants, Articles, Bylaws, Rules and Regulations, and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Lot Owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. A Lot Owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

IN WITNESS WHEREOF, the President of the Association declares that attached hereto as Exhibit B are the written and notarized consents to this Amendment of not less than two-thirds of the Members of the Association.

DATED this 10 day of December, 2010.

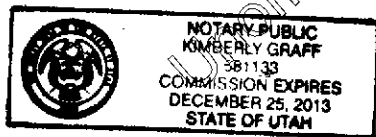
TWIN CREEKS AT STONEBRIDGE OWNERS ASSOCIATION

By: Peter A Whitmore III
Its: President

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

On this 10 day of December, 2010, before me personally appeared Peter A. Whitmore III, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the President of Twin Creeks at Stonebridge Owners Association, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.

Kimberly Graff
Notary Public



**EXHIBIT A
(Legal Description)**

Legal Description for Twin Creeks at Stonebridge
Phase I
Tax ID SG-TCSB-1

Beginning at a point on the section line, said point being on the west line of Dixie Drive as found on file at the Washington County Recorders office as Entry No. 249075, said point also being North 89°19'50" West 40.00 feet along the section line from the East Quarter Corner of Section 22, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence South 00°27'50" West 82.48 feet along the westerly line of said Dixie Drive;
thence southerly 275.68 feet along said westerly line along an arc of a 972.15 foot radius curve to the left (center bears South 89°32'10" East long chord bears South 07°39'37" East 274.76 feet with a central angle of 16°14'53");

thence leaving said westerly line of Dixie Drive and running South 00°39'24" West 55.49 feet;

thence North 89°20'29" West 14.74 feet;
thence South 47°51'22" West 64.22 feet;
thence South 22°10'44" West 39.09 feet;
thence South 01°51'50" West 77.55 feet;
thence South 17°01'33" East 65.42 feet;
thence South 00°55'39" East 102.17 feet;
thence South 02°10'42" West 7.51 feet;
thence North 89°20'29" West 137.41 feet;
thence South 00°39'31" West 10.50 feet;
thence North 89°20'29" West 459.42 feet;
thence North 18°21'34" West 169.38 feet;
thence North 01°36'40" West 90.00 feet;
thence North 88°47'58" West 149.70 feet;
thence North 00°39'31" East 131.17 feet;

thence northerly 71.94 feet along an arc of a 525.00 foot radius curve to the right (center bears South 89°20'29" East long chord bears North 04°35'03" East 71.89 feet with a central angle of 07°51'05");

thence North 08°30'36" East 46.06 feet;
thence North 89°20'29" West 94.62 feet;
thence North 00°39'31" East 100.00 feet;
thence North 06°44'37" East 50.28 feet;

thence North 00°39'31" East 100.03 feet to the section line, said point also being on southerly line of Sunset Plateau Phase 3;

thence South 89°19'50" East 898.65 feet along the section line and said southerly line to and along the southerly line of Stardust Drive to the Point of Beginning.

Containing 589,312 square feet or 13.529 acres.

Legal Description for Twin Creeks at Stonebridge
Phase 2 Amended and Extended
Tax ID SG.-TCSB-2

Beginning at the southeast corner of Twin Creeks at Stonebridge Phase 1, said point being South 00°39'21"
West 738.70 feet along the section line and West 55.34 feet from the East Quarter corner of Section 22,
Township 42 South, Range 16 Nest, Salt Lake Base & Meridian, and running;

thence South 02°10'42" West 373.02 feet;
thence South 26°31'26" West 41.14 feet;
thence South 46°41'11" West 71.52 feet;
thence South 64°39'09" West 55.72 feet;
thence South 80°25'20" West 56.81 feet;
thence South 88°18'26" West 256.76 feet;
thence South 85°49'21" West 26.23 feet;
thence South 73°42'41" West 58.63 feet;
thence North 47°09'17" West 110.47 feet;
thence North 34°14'28" West 70.43 feet
thence North 47°52'02" East 25.00 feet;
thence North 42°07'58" West 176.84 feet;
thence North 27°59'03" West 126.27 feet
thence North 37°12'39" West 10.14 feet;
thence North 62°00'59" East 101.64 feet;
thence northerly 330.60 Feet along an arc of a 670.00 foot radius
curve to the right (center bears North 62°23'12" East long chord bears
North 13°28'39" West 327.26 feet with a central angle of 28°16'19");
thence North 00°39'31" East 1.28 feet to the southwest corner of
Twincreeks at Stonebridge Phase 1, and running the following (6) courses
along the southerly line of said Twincreeks at Stonebridge Phase 1;
thence South 88°47'58" East 149.10 feet;
thence South 01°36'40" East 90.00 feet;
thence South 18°21'34" East 169.38 feet;
thence South 89°20'29" East 459.42 feet;
thence North 00°39'31" East 10.50 feet;
thence South 89°20'29" East 137.41 feet to the Point of Beginning.

Containing 375,323 square feet or 8.616 acres.

Legal Description for Twin Creeks at Stonebridge
Phase 1
Tax ID SG.-TCSB-3

Beginning at a point on the center section line, said point being the Northwest corner of TWIN CREEKS @ STONEBRIDGE PHASE 1 and a point on the south line of SUNSET PLATEAU PHASE 3 said point also being North 89°19'50" West 938.65 feet along the section line from the East Quarter Corner of Section 22, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running;

thence Southerly the following (7) courses along the Westerly line of TWIN CREEKS @ STONEBRIDGE PHASE 1;

thence South 00°39'31" West 100.02 feet;

thence South 06°44'37" West 50.25 feet;

thence South 00°39'31" West 100.00 feet;

thence South 89°20'29" East 94.62 feet;

thence South 08°30'36" West 46.06 feet;

thence Southerly 71.94 feet along an arc of a 525.00 foot radius curve to the left (center bears South 81°29'24" East long chord bears South 04°35'03" West 71.89 feet with a central angle of 07°51'05");

thence South 00°39'31" West 132.45 feet along said Phase 1 and to and along TWIN CREEK

STONEBRIDGE PHASE 2;

thence Southerly 330.60 feet along an arc of a 670.00 foot radius curve to the left (center bears South 89°20'29" East long chord bears South 13°28'39" East 327.26 feet with a central angle of 28°16'19");

thence South 62°00'59" West 101.64 feet;

thence North 37°12'06" West 104.43 feet;

thence North 04°47'17" East 64.99 feet;

thence North 27°08'11" West 120.76 feet;

thence North 00°39'31" East 255.37 feet;

thence North 26°55'53" West 97.50 feet;

thence North 89°20'29" West 66.06 feet;

thence North 34°53'18" West 125.64 feet;

thence Northwesterly 40.59 feet along in arc of a 50.00 foot radius curve to the right (center bears North 31°51'09" East long chord bears North 34°53'18" West 39.49 feet with a central angle of 46°31'06");

thence North 33°11'42" West 163.43 feet to said center section line, said point also being the

Southerly line of SUNSET PLATEAU PHASE 3;

thence South 89°19'50" East 345.19 feet along the Southerly line of said SUNSET PLATEAU PHASE 3 to the Point of Beginning.

CONSENT

The undersigned Owner(s) of Lot(s) 411 N Northstar Dr., Twin Creeks at Stonebridge Phase 1, hereby:

1. Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.
2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886, on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: 11/23/10

OWNER(S):

Colin C Nguyen
Print Owner Name

[Signature]
Owner Signature

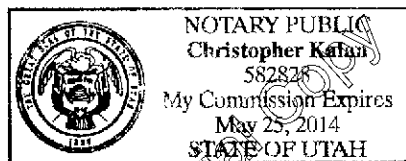
Jamie Hang Throng
Print Owner Name

[Signature]
Owner Signature

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

On this 23 day of November, 2010, before me personally appeared Colin Nguyen & Jamie Throng whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]
Notary Public



CONSENT

The undersigned Owner(s) of Lot(s) 2, Twin Creeks at Stonebridge Phase 1, hereby:

Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.

2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886, on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: 11-12-10

OWNER(S):

William D. Shaw
 Print Owner Name

William D. Shaw
 Owner Signature

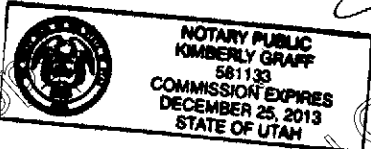
 Print Owner Name

 Owner Signature

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

On this 12 day of November, 2010, before me personally appeared William D. Shaw, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Kimberly Graff
 Notary Public



WELLS
FARGO

All-purpose Acknowledgment California only

State of California

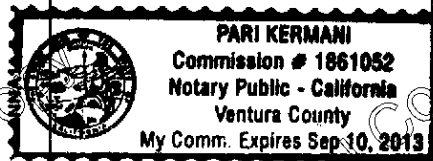
County of Ventura

On 11/24/10 before me, Pari Kermani notary public (here insert name and title of the officer)

personally appeared Diane L. Rumpf

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

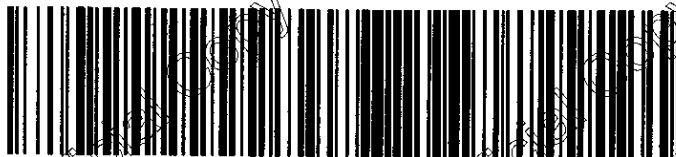
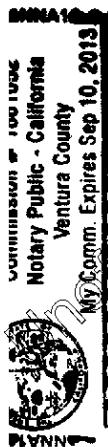
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature Kermani

Notary Seal



FO01-000DSG5350CA01

Scanner Enabled Stores should scan this form
Manual Submission Route to Deposit Operations

DSG5350 CA (12-07 113424)

CONSENT

The undersigned Owner(s) of Lot(s) 18, Twin
Creeks at Stonebridge Phase 1, hereby:

1. Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.
2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886, on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: 11-12-10

OWNER(S):

PETER A WHITMORE III

Print Owner Name

Peter A Whitmore III

Owner Signature

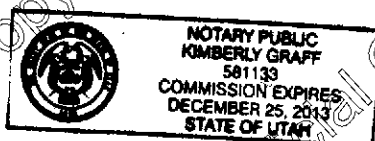
STATE OF UTAH,)

:SS.

County of Washington)

On this 12 day of November, 2010, before me personally appeared Peter A Whitmore III, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Kimberly Graff
Notary Public



CONSENT

The undersigned Owner(s) of Lot(s) 20, Twin Creeks at Stonebridge Phase 1, hereby:

1. Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.
2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886, on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: Nov 17, 2010

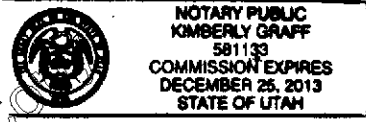
OWNER(S):

<u>Keith Bawden</u> Print Owner Name	_____
<u>[Signature]</u> Owner Signature	_____

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

On this 17 day of November, 2010, before me personally appeared Keith Bawden, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]
Notary Public



CONSENT

The undersigned Owner(s) of Lot(s) 21, Twin Creeks at Stonebridge Phase 1, hereby:

1. Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.
2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886, on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: 10-29-10

OWNER(S):

Rose Belman

Print Owner Name

Rose Belman

Owner Signature

Print Owner Name

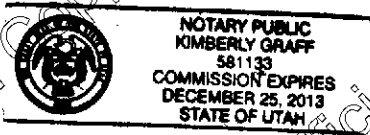
Owner Signature

STATE OF UTAH,)
:SS.

County of Washington)

On this 29 day of October, 2010, before me personally appeared Rose Belman, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Kimberly Graff
Notary Public



CONSENT

The undersigned Owner(s) of Lot(s) 22, Twin
Creeks at Stonebridge Phase 1, hereby:

1. Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.
2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886, on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: 11/12/2010

OWNER(S):

Arlene Fisher
Print Owner Name

Print Owner Name

Arlene Fisher
Owner Signature

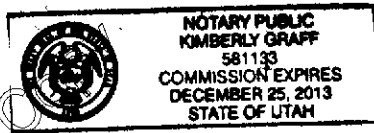
Owner Signature

STATE OF UTAH,)
):SS.

County of Washington)

On this 12 day of November, 2010, before me personally appeared Arlene Fisher, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Kimberly Graff
Notary Public



CONSENT

The undersigned Owner(s) of Lot(s) # 23, Twin Creeks at Stonebridge Phase 1, hereby:

1. Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.
2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886, on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: 11/12/2010

OWNER(S):

Sanford & Sandra Speck
Print Owner Name

Sandra Speck
Print Owner Name

[Signature]
Owner Signature

[Signature]
Owner Signature

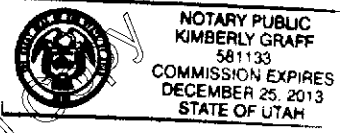
STATE OF UTAH,)

:SS.

County of Washington

On this 12 day of Nov, 2010, before me personally appeared Sanford & Sandra Speck, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]
Notary Public



CONSENT

The undersigned Owner(s) of Lot(s) 26, Twin Creeks at Stonebridge Phase _____, hereby:

1. Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.
2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886, on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: 11/30/10

OWNER(S):

Robert Lorenz
Print Owner Name

Janis Lorenz
Print Owner Name

[Signature]
Owner Signature

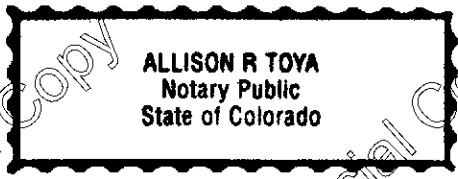
[Signature]
Owner Signature

STATE OF Colorado
County of Boulder :SS.

On this 30 day of November, 2010, before me personally appeared Robert Lorenz, Janis Lorenz whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Allison Toya
Notary Public

4/2011



CONSENT

The undersigned Owner(s) of Lot(s) 38, Twin Creeks at Stonebridge Phase _____, hereby:

1. Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.
2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886, on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: 12/1/10

OWNER(S):

Alex Niedraschik
Print Owner Name

Print Owner Name

[Signature]
Owner Signature

Owner Signature

STATE OF UTAH,)
):SS.

County of Washington)

On this 1 day of December, 2010, before me personally appeared Alex Niedraschik whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.



[Signature]
Notary Public

CONSENT

The undersigned Owner(s) of Lot(s) 39, Twin Creeks at Stonebridge Phase _____, hereby:

1. Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.
2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886, on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: 11/23/10

OWNER(S):

A-ias Ltd. by Gary L. Anderson
Print Owner Name

Gary L. Anderson
Print Owner Name

Owner Signature

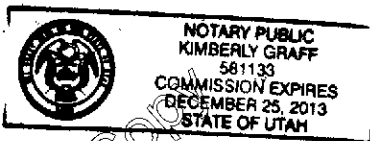
Owner Signature

STATE OF UTAH,)
:SS.

County of Washington

On this 23 day of November, 2010, before me personally appeared Gary L. Anderson whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Kimberly Graff
Notary Public



CONSENT

The undersigned Owner(s) of Lot(s) # 40 (Forty), Twin Creeks at Stonebridge Phase 1, hereby:

1. Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.
2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886, on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: 11-12-10

OWNER(S):

Glenn Murphey
Print Owner Name

Print Owner Name

[Signature]
Owner Signature

Owner Signature

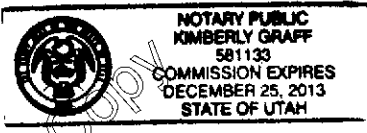
STATE OF UTAH,)

:SS.

County of WASH.)

On this 12 day of November, 2010, before me personally appeared Glenn Murphey, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]
Notary Public



CONSENT

The undersigned Owner(s) of Lot(s) 44, Twin
Creeks at Stonebridge Phase 1, hereby:

1. Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.
2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886 on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: 11/23/10

OWNER(S):

Clint Nielson

Print Owner Name

Clint Nielson

Owner Signature

Melanie Nielson

Print Owner Name

Melanie Nielson

Owner Signature

STATE OF UTAH,)
:SS.

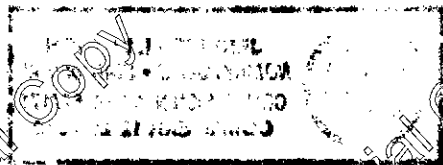
County of Washington)

On this 23 day of November, 2010, before me personally appeared Clint and Melanie Nielson, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Jennifer L. Larson
Notary Public



Please call 703-3032 your
HOA president



CONSENT

The undersigned Owner(s) of Lot(s) 42, Twin
Creeks at Stonebridge Phase 1, hereby:

1. Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.
2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886, on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: 11/12/10

OWNER(S):

Teresa Hawkins
Print Owner Name

Teresa Hawkins
Owner Signature

Chuck Hawkins
Print Owner Name

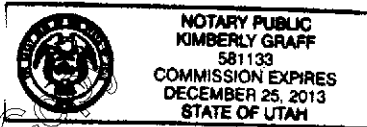
Chuck Hawkins
Owner Signature

STATE OF UTAH,)
:SS.

County of Washington)

On this 12 day of November, 2010, before me personally appeared Teresa & Chuck Hawkins, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Kimberly Graff
Notary Public



CONSENT

The undersigned Owner(s) of Lot(s) ~~4, 8, 7-11, 13-17, 19, 21, 30-32, 33-37, 45-47~~ Twin Creeks at Stonebridge Phase ~~1 & 2~~, hereby: 57, 59, 62-72, 74, 75, 77 & 81

1. Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.
2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886, on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: 2010-10-12

OWNER(S):

RBC Real Estate Finance Inc
Print Owner Name

Print Owner Name

Chad Botkin CHAD BOTKIN
VICE PRESIDENT
Owner Signature By Chad Botkin

Owner Signature

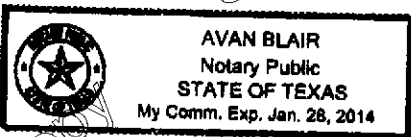
STATE OF ~~UTAH~~ TEXAS)

:SS.

County of HARRIS)

On this 12TH day of OCTOBER, 2010, before me personally appeared CHAD BOTKIN, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Walter Blair
Notary Public



RBC REAL ESTATE FINANCE INC.

Certificate of Assistant Secretary

The undersigned Assistant Secretary of RBC Real Estate Finance Inc., a Delaware corporation (the "Corporation"), hereby certifies that the resolutions below were adopted by the Board of Directors of the Corporation on October 1, 2009, and that such resolutions are in full force and effect and have not been modified or amended as of the date hereof:

Owned Property:

RESOLVED, that the following officers of the Corporation be, and each of them hereby is, authorized, in the name and on behalf of the Corporation, to prepare, execute, file and deliver any and all instruments and documents and take any and all other actions as may be necessary, desirable or appropriate in connection with the ownership, management, operation, development and sale of property owned by the Corporation:

James W. Goodchild - President
Chad Botkin - Vice President
Richard Hartmann - Vice President
Winston Pickens - Vice President
Ken Shaw - Vice President

and all actions heretofore taken by such officers in connection with the foregoing be, and the same hereby are, approved, ratified and confirmed.

IN WITNESS WHEREOF, I have signed this certificate in my capacity as Assistant Secretary of the Corporation on this 8th day of October, 2009.


Judith Tompkins
Assistant Secretary

[Corporate Seal]

CONSENT

The undersigned Owner(s) of Lot(s) 48, Twin Creeks at Stonebridge Phase 1, hereby:

1. Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.
2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886, on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: 11/29/10

OWNER(S):

Brad W Statter
Print Owner Name

Tonya J. Statter
Print Owner Name

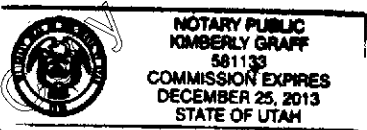
Brad W Statter
Owner Signature

Tonya J Statter
Owner Signature

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

On this 29 day of November, 2010, before me personally appeared Brad W & Tonya J Statter, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Kimberly Graff
Notary Public



CONSENT

The undersigned Owner(s) of Lot(s) #49, Twin Creeks at Stonebridge Phase I, hereby:

1. Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.
2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886, on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: 12/7/10

OWNER(S):

James A. McArthur
Print Owner Name

Print Owner Name

James A. McArthur
Owner Signature

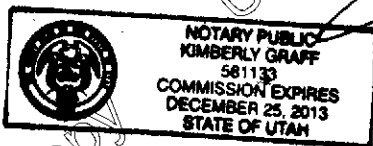
Owner Signature

STATE OF UTAH,)
:SS.

County of Washington)

On this 7 day of December, 2010, before me personally appeared James A. McArthur, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Kimberly Graff
Notary Public



CONSENT

The undersigned Owner(s) of Lot(s) 53, Twin Creeks at Stonebridge Phase _____, hereby:

1. Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.
2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886, on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: 12/2/10

OWNER(S):

Scott P. Robison
Print Owner Name

Print Owner Name

[Signature]
Owner Signature

Owner Signature

STATE OF UTAH,)

County of Washington :SS.

On this 2 day of December, 2010, before me personally appeared Scott P. Robison, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

[Signature]
Notary Public



CONSENT

The undersigned Owner(s) of Lot(s) # 76, Twin Creeks at Stonebridge Phase , hereby:

1. Acknowledges receipt of and approves and consents to the recording in the records of the Washington County Recorder of the Consent and that certain First Amendment to the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge governing provisions pertaining to Finances and Operations of the Twin Creeks at Stonebridge. Said First Amendment shall be effective upon written approval of at least sixty-seven (67) percent (%) of the Owners of Twin Creeks building lots.
2. Waive(s) the 30 day period provided for in Section 7.2 of the First Amended and Restated Protective Covenants for Twin Creeks at Stonebridge that were recorded as Entry NO. 20070032886, on June 25, 2007;
3. Agree(s) to be bound by the amending language and provisions of the First Amendment to which the Owner(s) consents.

Dated: 11-29-10

OWNER(S):

Daniel F. Flanagan
Print Owner Name

Sharon J. Flanagan
Print Owner Name

Daniel Flanagan
Owner Signature

Sharon J. Flanagan
Owner Signature

STATE OF UTAH,)
):SS.

County of Washington)

On this 29 day of November, 2010, before me personally appeared Daniel F. Flanagan & Sharon J. Flanagan, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Kimberly Graff
Notary Public

