

**CORRECTED
AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LION'S HEAD HILLTOP ESTATES
AT GREEN SPRING COVE,
A DEVELOPMENT WITHIN GREEN SPRING COVE ESTATES**

THIS CORRECTED AMENDED AND RESTATED SUPPLEMENTAL DECLARATION is made this 29th day of December, 1993, by GREEN SPRING ENTERPRISES, INC., a Utah corporation (the "Declarant") for the purpose of amending that Amended and Restated Supplemental Declaration which was recorded December 10, 1993, in the Office of the Washington County Recorder, St. George, Utah.

RECITALS

A. Declarant is the owner of certain real property located in Washington County, Utah, and described in Exhibit "A" attached hereto and made a part hereof by this reference (the "Phase III Real Property"), and contemplates developing the same into a single-family residential development known as Lion's Head Hilltop Estates at Green Spring Cove, including streets and entry ways, amenity area, and annexations, which is a part of a larger development known as Green Spring Cove Estates (the "Development").

B. In connection with the Development, Declarant prepared a Declaration of Covenants, Conditions and Restrictions for Green Spring Cove Estates (the "Declaration"), which Declaration was recorded in the Office of the Washington County Recorder, St. George, Utah, on August 29, 1990, in Book 0571, at Page 0822, and as Entry No. 0370478.

C. The Declaration was subsequently amended by Declarant's Affidavit and Annexation, which was recorded in the Office of the Washington County Recorder on July 6, 1993, in Book 739, at Page 762, and as Entry No. 4378290.

D. The Declarant thereafter issued a Supplemental Declaration of Covenants, Conditions and Restrictions for Green Spring Cove Estates (the "Supplemental Declaration"), which Supplemental Declaration was recorded in the Office of the Washington County Recorder on Oct 1, 1993, in Book 0761, at Page 0262, and as Entry No. 00445533.

E. Declarant intends to sell and convey Lots within the Phase III Real Property described in Exhibit "A" and, before doing so, desires to impose upon the said real property the covenants, conditions, restrictions, equitable servitudes and charges

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FOR: GREEN SPRING ENTERPRISES INC

contained in the Declaration and in this Supplemental Declaration, for the management of the Phase III Real Property and for the benefit, use and occupancy of the Lots and the benefit of the owners and future owners thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property and enhancing the quality of life within the Phase III Real Property.

F. Declarant has caused to be formed Green Spring Cove Estates Homeowners' Association, Inc., a Utah non-profit corporation (the "Association") for the purpose of managing, maintaining and administering the common scheme and plan of the Development, including the Phase III Real Property, enforcing the Declaration, and carrying out such other functions as may be delegated to it under the Declaration or this Supplemental Declaration of which generally benefit its members and the overall Development.

G. For various reasons, the Declarant now finds it necessary to amend certain provisions contained in the Supplemental Declaration, and to restate the Supplemental Declaration in its entirety, and for those purposes has prepared this Amended & Restated Supplemental Declaration, which, upon execution by the Declarant and recording, shall replace and supersede in all respects the Supplemental Declaration which Supplemental Declaration shall thereupon be rendered of no further force or effect.

AGREEMENT

NOW, THEREFORE, Declarant declares that upon recording of a map of the Phase III Real Property and this Amended and Restated Supplemental Declaration, such real property, including but not limited to all Lots in Green Spring Cove Estates Phase III, as shown on the attached Exhibit "A", are held, and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of the Declaration, as fully as if such Phase III Real Property were part of the Development on the date of recording of the Declaration, and this Amended and Restated Supplemental Declaration, which provisions are declared and agreed to be in furtherance of the plan for development, improvement and sale of said Lots, and for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. It is intended that the provisions of the Declaration and this Amended and Restated Supplemental Declaration (i) shall create a privity of contract and estate between the grantees of such Lots, their grantees, heirs, successors and assigns; and (ii) shall, as to the owner of each such lot, his grantees, heirs, successors and assigns, operate as covenants running with the land for the benefit of and binding upon each and all other such Lots in the Development, and their respective owners, present and future.

In addition to the provisions set forth in the Declaration, and the foregoing Recitals, which are hereby incorporated in this Amended and Restated Supplemental Declaration

by this reference, Declarant hereby adopts the following covenants, conditions and restrictions which are applicable to the Phase III Real Property:

1. **Perimeter Fences.** Fences which abut any Common Area, or which are near or upon the perimeter of a lot and adjoin public lands or the golf course, shall not be removed, breached, altered, changed, modified, destroyed or disturbed in any manner.

2. **Satellite Dishes.** Satellite dishes must be located in such a manner that they are obscured from view of the street and by neighbors, by appropriate landscaping or tastefully constructed barriers.

3. **Fire Protection.** Each residence shall have installed surrounding it a sprinkling system for irrigation purposes which shall water the outside perimeter of the lot and assist with fire protection. All residents shall strictly comply with State, County and City ordinances pertaining to fire hazard and control. All stacks and chimneys from fireplaces in which combustibles other than natural gas are burned, shall be fitted with spark arresters. Each residence shall have and maintain in operable condition not less than 100 feet of garden hose, readily accessible, connected or immediately adjacent to a year-round water source.

4. **Environmental Concerns.** Prior to obtaining a building permit, the owner of a lot shall prepare and submit to Washington City a lot placement plan that addresses soils, seismic conditions, flood control, preservation of the natural habitat and other matters pertaining to the environment, re-vegetation of natural areas, and grading of the site including cuts and fills.

5. **Drilling Operations.** No drilling for oil, natural gas or water, or quarrying or mining operations of any kind, shall be permitted upon any lot, nor shall any wells, tunnels, mineral excavations, shafts, derricks or other such structures be constructed, maintained or allowed.

6. **Amenity Area.** The "Amenity Area" shall be part of the Phase III Real Property not included within the boundaries of any lot. The Amenity Area is expressly excluded from the definition of Common Area as set forth in the Declaration. "Common Expenses" include the expenses of maintenance, operation, repair, or replacement of the facilities and improvements in the Amenity Area, as the same may be determined from time to time by the Association. Declarant shall construct such improvements in the Amenity Area as it may determine, and shall thereupon convey title to the Amenity Area and improvements to the Association for the benefit of the owners of Lots in the Phase III Real Property, and to those owners of other Lots in the Development who pay to the Association a required membership fee. Each owner of a lot in Phase III of the Development, and each owner of a lot in another part of the Development who pays the required membership fee (together, the "Members") shall own an equal share in the Amenity Area, and in any surplus pertaining to the Amenity Area held by the Association,

and shall be liable for Common Expenses. The undivided interest of each Member shall decrease proportionately upon each sale of a Phase III lot, and upon the receipt of a membership fee from the owner of each lot in the Development (other than Phase III) who elects to participate in and use the facilities of the Amenity Area. Interests in the Amenity Area shall run with the Lots, and the rights and obligations of the Members as set forth in this Amended and Restated Supplemental Declaration with respect to the Amenity Area shall inure to the benefit of and be binding upon the Members and their respective grantees, personal representatives, successors and heirs.

a. The Association shall be responsible for the operation and maintenance of the Amenity Area, and shall pay for the cost and expense thereof.

b. In the event the Declarant constructs lighted tennis courts in the Amenity Area, there shall also be constructed, and thereafter maintained by the Association, such shields or shielding devices as may then be available, for the preservation of the value of adjoining property.

c. After completion of the improvements included in the Amenity Area contemplated by Declarant, there shall be no alteration or further improvement of the Amenity Area without first obtaining the prior written approval of 75% of the then Members. The cost of such work shall not be assessed against a bank, life insurance company, or federal savings and loan association which acquires its title as the result of owning a mortgage or trust deed upon a Member's lot, unless such Member shall approve the alteration or improvements, regardless of whether title is acquired by deed from the trustor/mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other Members in the proportions which their shares in the Amenity Area bear to each other. There shall be no change in the shares and rights of a Member in the Amenity Area improvements which are altered or further improved, whether or not the Member contributes to the cost thereof.

d. Assessments against Members for Common Expenses shall be made pursuant to the Declaration and shall be allocated as set forth in this paragraph 6. Assessments shall be considered to be Special Assessments (under Section 6.4 of the Declaration), and shall be subject to all of the provisions of Article 6 of the Declaration, including those providing for liens against the Lots of Members who fail to pay their assessments within the time provided.

e. The Association shall keep and maintain separate records for the Amenity Area, and covering the Common Expenses, and shall not co-mingle the general funds held by the Association with the funds collected from Members for the Amenity Area, or the surplus funds pertaining to the Amenity Area.

f. The Association shall purchase such insurance upon the improvements in the Amenity Area for the benefit of the Members as it may determine. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. The Association is hereby irrevocably appointed agent for each Member to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

g. The use of improvements in the Amenity Area shall be only for the purposes for which they are intended in the furnishing of facilities for the enjoyment of the Members. No use or practice shall be permitted in the Amenity Area which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Amenity Area by its Members. All parts of the Amenity Area shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No Member shall permit any use of the Amenity Area facilities which will increase the rate of insurance upon those improvements. No immoral, improper, offensive, or unlawful use shall be made of the Amenity Area or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

h. For such period as the Declarant [which term, for the purposes of this subparagraph (h) shall include the Declarant's successors and assigns] may determine, it shall have the right to use and occupy that portion of any building constructed within the Amenity Area which it deems to be useful or necessary in the conduct of its business, development and marketing activities. In connection therewith, the Declarant may place a sign on such building advertising its presence and the nature of its business. During the time the Declarant holds this right of occupancy, it shall pay to the Association its fractional share of the applicable occupancy costs (i.e., utilities, maintenance, repairs, janitorial service, etc.), as determined by applying a fraction, the numerator of which is the number of square feet of the building actually occupied by the Declarant, and the denominator of which is the number of square feet in the entire building, to the aggregate of such costs of occupancy. The Declarant's obligation to participate in the payment of occupancy expenses shall terminate upon the Declarant relinquishing its right of occupancy to the Association.

i. The Association may make and amend, from time to time, reasonable regulations concerning the use of the Amenity Area. Such regulations shall be made and amended in the manner provided in the Association's By-Laws. The Association shall furnish copies of such regulations and amendments thereto to all Members upon their request.

7. **Height Limitations.** Because of the more unique, peculiar and favorable terrain of Phase III as it compares with other property in the Development, Section 3.1(b) of the Declaration is amended, as it pertains to Lots in Phase III Real Estate and this Amended and Restated Supplemental Declaration only, and to the extent that it will not adversely and substantially affect the rights of Lot owners in the Development, to read as follows:

(b) **Height Limitations.** Unless approved in advance and in writing by the Committee, which shall take into consideration Lot location and topography and the effect of a different height upon views from other Lots in the Development, no structure or portion thereof, including antennae or solar panels, but excepting chimneys, constructed on any Lot in Phase III shall extend higher than twenty (20) feet from finished grade to a point mid-way between eave and ridge. The point of measurement from finished grade shall be determined in accordance with procedures outlined by the Committee in its Design Guidelines and must be approved in advance in writing by the Committee. Such point shall be determined upon aesthetic considerations in accordance with the overall plan of the Development and the right of each Owner to maintain maximum access to the surrounding vistas, in keeping with which the Committee may also impose a building height limitation in order to preserve views from neighboring homes and minimize the impact of structures on sensitive natural areas of the Development.

8. **Peripheral Area.** The "Peripheral Area" shall be that portion of the following described parcels of land, even to the whole thereof, which are not included within the boundaries of, but do abut, the Phase III Real Property, in which the Declarant may establish one or more conservation easements or areas, either by an agreement with or conveyance to a grantee for that express purpose, or by its other dedication of such portion to that purpose:

Parcel No. 1:

Beginning at a point which lies North 0° 41' 21" West 385.69 feet along the section line and North 87° 25' 37" East 278.77 feet from the West Quarter corner of Section 15, Township 42 South, Range 15 West, Salt Lake Base and Meridian and running thence North 87° 25' 25" East 387.06 feet; thence South 25° 45' 00" East 138.99 feet; thence North 85° 00' 00" East 155.71 feet; thence South 75° 00' 00" East 160.00 feet; thence South 41° 11' 52" West 209.03 feet; thence North 56° 42' 37" West 170.39 feet; thence South 86° 36' 51" West 138.50 feet; thence North 80° 47' 34" West 197.44 feet; thence North 58° 37' 09" West 165.43 feet; thence North 1° 25' 04" West 89.86 feet to the point of beginning. Contains 2.666 acres.

Parcel No. 2:

Beginning at a point which lies South 0° 50' 18" East 72.34 feet along the section line from the West Quarter corner of Section 15, Township 42

South, Range 15 West, Salt Lake Base and Meridian and running thence North 89° 09' 42" East 219.26 feet; thence South 12° 20' 09" East 371.68 feet; thence South 81° 45' 59" East 129.37 feet; thence North 52° 46' 06" East 140.39 feet; thence South 40° 57' 34" East 195.36 feet; thence South 13° 54' 21" East 137.48 feet; thence South 63° 02' 36" East 102.58 feet; thence North 38° 49' 46" East 150.32 feet; thence North 1° 47' 32" East 168.01 feet; thence North 20° 12' 52" West 119.29 feet; thence North 15° 01' 14" East 110.31 feet; thence North 38° 15' 06" East 109.99 feet; thence North 36° 34' 25" West 83.71 feet; thence North 1° 43' 19" West 141.52 feet; thence North 41° 11' 52" East 209.03 feet; thence South 4° 00' 00" East 250.00 feet; thence South 45° 30' 00" East 65.00 feet; thence South 2° 00' 00" West 220.00 feet; thence South 52° 40' 00" West 108.84 feet; thence South 5° 23' 00" East 220.06; thence South 69° 30' 00" East 90.00 feet; thence South 14° 30' 00" East 185.00 feet; thence South 28° 30' 00" West 214.81 feet; thence North 60° 00' 00" West 1205.55 feet to a point on the West line of said Section 15; thence North 0° 50' 18" West 261.69 feet along said West line to the point of beginning. Contains 8.764 acres.

For the purposes of the Declaration and this Amended and Restated Supplemental Declaration, the Peripheral Area shall be deemed to exist from the date hereof, and thereafter even though the same may be subsequently conveyed to another party for the purpose of establishing and maintaining a conservation easement, during all of which times the following provisions shall be applicable with respect to each owner of a lot in Phase III of the Development:

a. No facilities, utilities, betterments, accoutrements, refinements, or other improvements shall be constructed or permitted by a lot owner in, under, over or upon the Peripheral Area.

b. The Peripheral Area shall not be landscaped by a lot owner other than by plants, bushes, grasses and trees which are native to the Peripheral Area, and then only after first obtaining the written consent of the title holder to the Peripheral Area.

c. The use of vehicles of every kind and description, including both motorized and non-motorized, by lot owners and the members of their families, and their invitees, is strictly prohibited in the Peripheral Area.

d. Lot owners shall not permit the accumulation of trash, debris, garbage, clippings, litter, rubbish, and other refuse within the Peripheral Area.

e. No husbandry of either animals or fowls shall be conducted, permitted, or maintained by a lot owner in the Peripheral Area.

In the event a lot owner fails, in the opinion of the Committee, to comply with any or all of the foregoing requirements, then the Association, or its agent or designee, shall have the right, privilege and license to enter upon his lot to the extent reasonably necessary, for the purpose of obtaining access to the Peripheral Area, and in order to make all corrections, remove any matter, and perform all work that may be necessary to rectify or eliminate any damages which may have been done to, or to remove any item from, or to otherwise restore the Peripheral Area, all for the purpose of meeting the aforesaid standards and maintaining the Peripheral Area in its pristine condition, and to charge the lot owner the expenses incurred in doing so. The Association shall have a lien upon the lot of any such lot owner in Phase III to secure payment of the aforesaid expenses.

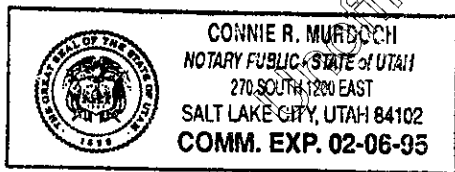
This Corrected Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions for Green Spring Cove Estates, is executed the day and year first above written.

GREEN SPRING ENTERPRISES, INC., a
Utah corporation

By: Robert B. Barker
President

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 30th day of December, 1993, personally appeared before me Robert B. Barker, who duly acknowledged to me that he is the president of Green Spring Enterprises, Inc. that he signed the foregoing instrument for and on behalf of Green Spring Enterprises, Inc., pursuant to resolution and authority of the board of directors of Green Spring Enterprises, Inc.



Commission Expires:

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Connie R. Murdoch
Notary Public
Residing at: Salt Lake City, Ut.

EXHIBIT 'A'
TO THE CORRECTED AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LION'S HEAD HILLTOP ESTATES
AT GREEN SPRING COVE,
A DEVELOPMENT WITHIN GREEN SPRING COVE ESTATES

BEGINNING at the West Quarter corner of Section 15, Township 42 South, Range 15 West, Salt Lake Base and Meridian and running thence North 0°41'21" West 285.69 feet along the West line of said Section 15; thence North 89°18'36" East 87.44 feet; thence North 3°28'48" West 50.06 feet to a point on a curve to the left, the radius point of which bears North 0°41'24" West, 25.00 feet distant; thence Northeasterly along the arc of said curve through a central angle of 90°00'00", a distance of 39.27 feet to the point of tangency; thence North 0°41'24" West 28.62 feet to the Southeast corner of Lot 124 of Green Spring Cove Estates Phase 2, according to the official plat thereof, recorded and on file in the Washington County Recorder's office; thence North 87°25'37" East 168.72 feet along the South line of said Green Spring Cove Estates Phase 2 and its extension; thence South 1°25'04" East 89.86 feet; thence South 58°37'09" East 165.43 feet; thence South 80°47'34" East 197.44 feet; thence North 86°36'51" East 138.50 feet; thence South 56°42'37" East 170.39 feet; thence South 1°43'19" East 141.52 feet; thence South 36°34'25" East 83.71 feet; thence South 38°15'06" West 109.99 feet; thence South 15°01'14" West 110.31 feet; thence South 20°12'52" East 119.29 feet; thence South 1°47'32" West 168.01 feet; thence South 38°49'46" West 150.32 feet; thence North 63°02'36" West 102.58 feet; thence North 13°54'21" West 137.48 feet; thence North 40°57'34" West 195.36 feet; thence South 52°46'06" West 140.39 feet; thence North 81°45'59" West 129.37 feet; thence North 12°20'09" West 371.68 feet; thence South 89°09'42" West 219.26 feet to a point on the West line of said Section 15; thence North 0°50'18" West 72.34 feet along said West line to the point of beginning. Contains 12.884 acres.

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