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SUPPLEMENTAL DECLARATION AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SPRING CREEK RANCH TO INCLUDE QUAIL RUN TOWNHOMES AT 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) (Expandable) ("**Supplemental Declaration**") is executed this 8th day of ~~September, 2004~~, by **SHORELINE PROPERTIES, LLC**, a Utah limited liability company.
June, 2005

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, the Utah County Recorder; and

WHEREAS, the Declarant and Members, after due notice and vote, desire to supplement and amend certain terms and provisions of the Declaration to expand the Project according to Article 15 of the Declaration to include Quail Run Townhomes; and

WHEREAS, the Declarant and Members intend by this Supplemental Declaration to impose upon the Quail Run Townhomes portion of the Project all of the conditions, covenants, restrictions and reservations of easements for Spring Creek Ranch under the Declaration.

NOW THEREFORE, it is hereby declared that the property shall be held, sold, conveyed, leased, rented, encumbered and used subject to the Declaration as amended and its covenants, restrictions, limitations and conditions which 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.

1. This Declaration is hereby supplemented to provide that the parcel known as Quail Run Townhomes, the legal description of which is described in "Exhibit A" and is attached hereto and incorporated herein by reference, shall abide by all aspects of the original CC&R's plus any and all requirements placed upon it by Lehi City or the Declarant during the approval process.

2) This Supplemental Declaration incorporates the Declaration by this reference as if fully set forth herein. Except as specifically set forth herein or in exhibit "B" of that is attached hereto and incorporated herein, the terms of the Declaration, as amended, shall remain unchanged.

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

By: Lloyd R. Brooks

Lloyd R. Brooks
Its: Manager

By: David N. Klock

David N. Klock
Its: Manager

By: Harold Irving

Harold Irving
Its: Manager

STATE OF UTAH)

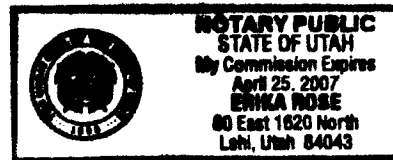
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COUNTY OF UTAH)

On this 8th day of JUNE 2005 ~~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.

Erika Rose
NOTARY PUBLIC



Quail Run Townhomes @ Spring Creek Ranch

Beginning at a point located South 00°01'20" East along section line 462.89 feet and East 2155.98 feet from the West quarter corner of Section 21, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 01°09'36" West along a fence line 483.51 feet; thence North 08°14'40" East along a fence line 26.48 feet; thence North 82°36'28" East along a fence line 90.76 feet; thence South 88°51'07" East along a fence line 411.55 feet; thence North 00°40'36" East 66.15 feet to the south property line of Kent G. Buckwalter as described in Deed recorded in Book 1433, at Page 335; thence South 88°58'02" East 20.00 feet; thence South 00°40'36" West 21.17 feet; thence along the arc of a 275.00 foot radius curve to the right through a central angle of 23°30'20" for 112.82 feet (chord bears South 12°25'46" West 112.03 feet); thence South 24°10'56" West 106.80 feet; thence along the arc of a 325.00 foot radius curve to the left through a central angle of 23°42'49" for 134.51 feet (chord bears South 12°19'31" West 133.55 feet); thence South 00°28'07" West 188.59 feet; thence along the arc of a 26.00 foot radius curve to the right through a central angle of 90°33'51" for 41.10 feet (chord bears South 45°45'03" West 36.95 feet); thence North 88°58'02" West 126.05 feet; South 01°01'58" West 13.24 feet; thence North 88°55'28" West 265.41 feet to the point of beginning.

Area contained = 5.3239 acres

Exhibit "B"

Following represents the specific terms and conditions that shall be imposed upon the Quail Run Townhomes at Spring Creek Ranch in addition to those terms found within the original Declaration of Conditions, Covenants, Restrictions and Reservation of Easements for Spring Creek Ranch, A Planned Residential Community.

1. Quail Run Townhomes and its owners shall be responsible for all yard work within the Spring Creek Ranch Development excepting the park area and the trail areas along 1630 South and Weeping Willow Way which shall be the responsibility of the Spring Creek Ranch Homeowners Association. Such yard work shall meet or exceed standards standards by the Declarant for the entire Spring Creek Project.
2. Quail Run Townhomes shall secure and maintain a liability insurance policy with a top rated carrier in the amount \$1,000,000 per occurrence which names the Spring Creek Ranch Homeowners Association as an additional insured. Such policy shall be kept in full force and effect and proof of such policy shall be presented to the Spring Creek Ranch Homeowners Association annually.
3. Quail Run Townhomes is responsible for all property repair and maintenance including all buildings, structures, improvements and roadways within the development except for the park and park equipment and trails.
4. No changes to the configuration of the Quail Run Townhomes subdivision as approved by Lehi City shall be made without the express written consent of the Declarant.
5. Quail Run Townhomes shall be operated in strict compliance with all approved documents, the Lehi City Development Code and Design Standards and all applicable local laws.
6. Other conditions that may be imposed from time to time on the larger Spring Creek Ranch project by the Spring Creek Ranch Homeowners Association.