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11/30/2009 12:43:00 PM \$111.00
Book - 9783 Pg - 7433-7441
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 9 P.

WHEN RECORDED, RETURN TO:

ANB Venture, LLC
477 SHOUPE AVE, STE 207
IDAHO FALLS, ID
83402

Tax ID # SEE ATTACHED EXHIBIT "A"

Space above for County Recorder's Use

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
OF THE VALLEY VIEW ESTATES SUBDIVISION**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF THE VALLEY VIEW ESTATES SUBDIVISION (this "Amendment") is entered into as of November 30, 2009, by [ANB Venture LLC] ("Declarant"), as successor-in-interest to Valley View Estates, LLC in connection with the following:

**ARTICLE 1
RECITALS**

1.1 Declarant's predecessor-in-interest previously made that certain Declaration of Covenants, Conditions & Restrictions of the Valley View Estates Subdivision, dated March 15, 2007, and recorded April 12, 2008 as Entry No. 10064405, in Book 9448, Page 9834-9851 (the "Original Declaration"). Capitalized terms used and not defined herein shall have the meaning given them in the Original Declaration.

1.2 The Original Declaration governs the subdivision commonly know as "Valley View Estates" and affects certain real property located in Salt Lake County, Utah, and more particularly described on Exhibit A attached hereto and incorporated herein (the "Property").

1.3 Declarant now desires to amend the Original Declaration as set forth herein. This Amendment has been consented to by all Owners of the Property.

**ARTICLE 2
AMENDMENTS**

2.1 Section 5, Paragraph 6.b. Section 5, Paragraph 6.b. of the Original Declaration is hereby deleted in its entirety and is replaced with the following:

b. Permitted Use and Building Type. No dwelling shall exceed two (2) stories in height in addition to the basement (if any) and attic area, and must include a private garage, on grade, for not less than two (2) cars and not more than five (5) cars, with a minimum of four hundred (400) square feet. Carports and other open storage will not be allowed. Detached garages or accessory building will be allowed only if the architecture

and exterior materials used are compatible with the adjoining home and if approved by the ACC.

2.2 Section 5, Paragraph 6.d. Section 5, Paragraph 6.d. of the Original Declaration is hereby deleted in its entirety and is replaced with the following:

d. Dwelling Quality and Size. Except as otherwise provided herein, no Dwelling shall be permitted on any Lot wherein the ground floor area of the main structure, exclusive of one story open porches and garages, is less than:

1. 1,400 square feet main for single story homes;
2. 700 square feet main, 1,700 square feet total for two story homes;
3. No split-entry homes shall be allowed.

2.3 Section 5, Paragraph 6.g. Section 5, Paragraph 6.g. of the Original Declaration is hereby deleted in its entirety and is replaced with the following:

g. Exterior Materials. All exterior materials utilized on Dwellings and other structures shall consist of stone, brick, stucco or other materials as approved by the Committee. The exterior material of each structure must consist of brick, stone, rock or stucco or a combination thereof, with at least 30% of home being brick, cultured stone or natural stone. No aluminum or vinyl siding may be used on the exterior except on the soffit and fascia, and except for vinyl accents on second story gables. Any and all additional siding must be approved by Declarant prior to construction. The ACC shall reserve the right to require the use of certain materials or combination of materials based upon the design or plan submitted. New exterior construction products such as cement-based siding, lp smartside, or masonite, etc. may be used. In all cases, home exteriors shall conform to the general theme of the neighborhood design as determined by the ACC.

2.4 Section 5, Paragraph 6.h. Section 5, Paragraph 6.h. of the Original Declaration is hereby deleted in its entirety and is replaced with the following:

h. Roofing. The minimum roof pitch requirement shall be no less than 5/12. All of the roofing material must be of either wood shake shingles, tiles, or equivalent. No steel roofs are permitted. No roof-top, window, or wall-mount evaporated coolers will be allowed. No satellite dish or antenna systems may be placed or installed on the fronts of roofs or houses. If in a side yard, it must have ACC approval and must be shielded from sight from the front street. All roof material color is subject to ACC approval.

2.5 Section 5, Paragraph 11.b. Section 5, Paragraph 11.b. of the Original Declaration is hereby deleted in its entirety.

2.6 Section 8, Paragraph 2(b). Section 8, Paragraph 2(b) of the Original Declaration is hereby amended to provide that the Committee shall review submitted plans within five (5) days of receipt of a complete submittal.

2.7 Section 8, Paragraph 2(c). Section 8, Paragraph 2(c) of the Original Declaration is hereby deleted in its entirety.

2.8 Section 8, Paragraph 2(e). Section 8, Paragraph 2(e) of the Original Declaration is hereby amended to provide that if a submission of complete plans is made by Candlelight Homes, LLC ("Candlelight Homes") or D.R. Horton, Inc., and if the Committee has not approved or rejected such submittal within five (5) days after such submission, the submission is deemed disapproved.

2.9 Management Committee. All references to a Management Committee shall be deleted, and shall be replaced where appropriate with references to the ACC.

2.10 Amendments to the Original Declaration. The Original Declaration is hereby amended to include the following provisions, numbered as Section 9, Amendments.

1. Approval by Owners. Except as provided elsewhere in this Declaration, any amendment to this Declaration shall require the affirmative vote of at least two-thirds (2/3) of the Owners cast in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any amendment authorized pursuant to this Section shall be accomplished through the recordation in the Office of the Recorder of Salt Lake County, State of Utah of an instrument executed by the Owners.

2. Unilateral Amendment.

a. The Declarant alone may amend or terminate this Declaration prior to the closing of a sale of the first Lot. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by Declarant: (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) to make technical corrections to fix mistakes or remove/clarify ambiguities; or (c) if such amendment is reasonably necessary to enable a title insurance company to issue title insurance coverage with respect to the Lots.

b. Anything in this Article 9 or in the Declaration to the contrary notwithstanding, Declarant also reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a state department of real estate (or similar agency), and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of Lots, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot(s) or any portions thereof. Any such amendment shall be effected by the recordation by Declarant of an Amendment duly signed by the Declarant, specifying the nature of the qualifying reason for such Amendment pursuant to this Section 9. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an Amendment, and such Amendment, when recorded, shall be binding upon all Lots and all persons having an interest therein.

c. Notwithstanding the foregoing, so long as Candlelight Homes owns more than 10% of the Lots, any amendment shall require the consent of Candlelight Homes, and such consent shall not be unreasonably withheld, conditioned, or denied.

3. Plat Map Amendment. Notwithstanding anything contained in this Declaration to the contrary, Declarant reserves the right to unilaterally amend the Plat Map at any time and from time to time, if such amendment is deemed by Declarant necessary to make technical corrections, to satisfy the requirements of the city or any other governmental authority, to correct mistakes, or remove/clarify ambiguities.

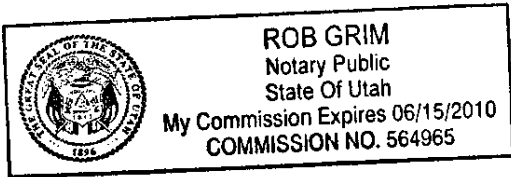
[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by a person duly authorized to execute the same this 24th day of November, 2009.

ANB VENTURE LLC BY KINGSTON MANAGEMENT SERVICES LLC
BY KINGSTON MANAGEMENT SERVICES LLC IT'S AUTHORIZED AGENT
By: ANB VENTURE LLC BY: Ken Beck, COO
Printed Name: Ken Beck
Title: COO

STATE OF Utah)
) : ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 24th day of November, 2009, by Ken Beck, as COO of Kingston Management Services LLC, authorized agent for ANB Venture, LLC



[Signature]
NOTARY PUBLIC

Residing at: St. George, Ut

My Commission Expires: 6-15-2010

OWNER CONSENT

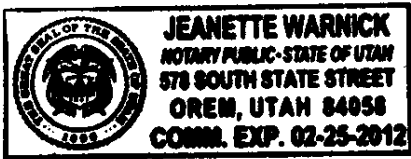
IN WITNESS WHEREOF, the undersigned Owner has consented to this Amendment this 24 day of NOVEMBER, 2009.

JETT FINANCING COMPANY, LLC

By: [Signature]
Printed Name: Erin Hendricks
Title: Owner

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 24 day of NOVEMBER 2009, by ERIN HENDRICKS, as OWNER of JETT FINANCING.



[Signature]
NOTARY PUBLIC

Residing at: OREM, UT

My Commission Expires: 2/25/2012

EXHIBIT "A"

TO

Valley View Overall Boundary Description

A parcel of land located in the Northeast Quarter of Section 10, Township 4 South, Range 2 West Salt Lake Base & Meridian (Basis of Bearing being North 89°54'45" East 2664.78 feet between the North Quarter Corner and the Northeast Corner of said Section 10):

Beginning at the North Quarter Corner of said Section 10; and running thence North 00°04'30" West 23.00 feet; thence North 89°54'45" East 819.20 feet to the point of curvature of a 25.00-foot radius curve to the left; thence Northeasterly 39.23 feet along the arc of said curve through a central angle of 89°54'45" (Chord Bearing and Distance being North 44°57'22" East 35.33 feet); thence North 89°47'54" East 37.00 feet to a point on the arc of a 25.00-foot radius non-tangent curve to the left (Bearing to Center being East); thence Southeasterly 39.31 feet along the arc of said curve through a central angle of 90°05'15" (Chord Bearing and Distance being South 45°02'38" East 35.38 feet); thence North 89°54'45" East 332.60 feet to the point of curvature of a 25.00-foot radius curve to the left; thence Northeasterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (Chord Bearing and Distance being North 44°54'45" East 35.36 feet); thence North 89°54'45" East 46.00 feet to a point on the arc of a 25.00-foot radius non-tangent curve to the left (Bearing to Center being North 89°54'45" East); thence Southeasterly 36.94 feet along the arc of said curve through a central angle of 84°39'28" (Chord Bearing and Distance being South 42°24'59" East 33.67 feet); thence South 00°01'18" East 23.11 feet to a point on the North line of the Northeast Quarter of said Section 10; thence North 89°54'45" East 6.71 feet along said section line; thence South 00°05'15" East 379.94 feet; thence South 15°23'40" East 16.87 feet to the point of curvature of a 523.00-foot radius curve to the right; thence Southeasterly 106.84 feet along the arc of said curve through a central angle of 11°36'59" (Chord Bearing and Distance being South 09°35'11" East 105.85 feet); thence South 89°58'04" West 362.19 feet; thence South 00°01'56" East 1496.18 feet; thence South 89°58'04" West 332.65 feet; thence South 00°02'14" East 683.98 feet; thence North 89°52'01" West 115.36 feet to the point of curvature of a 25.00-foot radius curve to the left; thence Southwesterly 39.20 feet along the arc of said curve through a central angle of 89°50'05" (Chord Bearing and Distance being South 45°12'57" West 35.30 feet); thence North 89°52'01" West 37.00 feet to a point on the arc of a 25.00-foot radius non-tangent curve to the left (Bearing to Center being South 89°58'04" West); thence Northwesterly 39.20 feet along the arc of said curve through a central angle of 89°50'05" (Chord Bearing and Distance being North 44°56'58" West 35.30 feet); thence North 89°52'01" West 249.43 feet to the point of curvature of a 26.50-foot radius curve to the left; thence Southwesterly 41.70 feet along the arc of said curve through a central angle of 90°09'55" (Chord Bearing and Distance being South 45°03'02" West 37.53 feet); thence South 89°58'04" West 37.00 feet to a point on the arc of a 63.50-foot radius non-tangent curve to the right (Bearing to Center being North 89°58'04" East); thence Northeasterly 50.20 feet along the arc of said curve through a central angle of 45°17'29" (Chord Bearing and Distance being North 22°36'49" East 48.90 feet); thence North 89°52'01" West 168.65 feet to the West Quarter Corner of said Section 10; thence North 00°03'49" West 1329.50 feet along the West line of the Northeast Quarter of said Section 10; thence South 89°58'38" East

151.02 feet; thence North 00°04'30" West 43.44 feet; thence North 89°55'30" East 37.07 feet to a point on the arc of a 25.00-foot radius non-tangent curve to the left (Bearing to Center being North 89°58'38" East ; thence Southeasterly 39.27 feet along the arc of said curve through a central angle of 90°00'00" (Chord Bearing and Distance being South 44°58'38" East 35.36 feet); thence South 89°58'38" East 119.79 feet; thence North 00°03'11" West 628.05 feet; thence South 89°57'47" West 120.05 feet to the point of curvature of a 25.00-foot radius curve to the left; thence Southwesterly 39.29 feet along the arc of said curve through a central angle of 90°02'17" (Chord Bearing and Distance being South 44°56'39" West 35.37 feet); thence South 89°55'30" West 37.00 feet; thence North 00°04'30" West 43.58 feet; thence South 89°56'52" West 150.89 feet to a point on the West line of the Northeast Quarter of said Section 10; thence North 00°04'30" West 664.80 feet along said Section Line to the North Quarter Corner of said Section 10, said point being the Point of Beginning.

Less and Excepting the following:

Beginning at a point which lies North 89°54'45" East 333.24 feet along the North line of the Northeast Quarter of said Section 10, and South 24.00 feet from the North Quarter Corner of said Section 10; and running thence North 89°54'45" East 333.08 feet; thence South 00°02'33" East 621.89 feet; thence South 89°57'47" West 332.96 feet; thence North 00°03'11" West 621.60 feet to the Point of Beginning

Contains 2,232,569.82 Sq. Ft., 51.25 acres

Also less and excepting all of lot 48 of Valley View Estates Subdivisions Phase 4 as recorded and on file in the office of the Salt Lake County Recorder .

Now known as Valley View Estates Subdivision Phases 3, 4 and 5 as recorded and on file in the office of the Salt Lake County Recorder in Book 2007 Pages 102, 103 and 104 respectively.

APN NUMBERS

32-10-203-001-0000 32-10-203-002-0000 32-10-206-001-0000
32-10-203-003-0000 32-10-203-004-0000 32-10-203-005-0000
32-10-203-006-0000 32-10-203-007-0000 32-10-203-008-0000
32-10-203-009-0000 32-10-202-013-0000 32-10-202-012-0000
32-10-202-011-0000 32-10-202-010-0000 32-10-202-009-0000
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