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 Book - 9816 Pg - 4563-4570
 Gary W. Ott
 Recorder, Salt Lake County, UT
 PARAMOUNT TITLE
 BY: eCASH, DEPUTY - EF 8 P.

(2) WHEN RECORDED, RETURN TO:

Kennington Estates Homeowners Association
 c/o Bryan Flamm
 1099 W. South Jordan Parkway
 South Jordan, Utah 84095

SECOND AMENDMENT TO
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 KENNINGTON ESTATES, A PLANNED DEVELOPMENT

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KENNINGTON ESTATES, A PLANNED DEVELOPMENT ("Second Amendment") is made and entered into as of the 6 day of April, 2010, by the undersigned Lot Owners, constituting not less than seventy percent (70%) of the "Lot Owners" entitled to vote.

Recitals

A. The Kennington Estates development project (the "Project") comprises the real property (including both individual lots and common areas) located in Draper City, Salt Lake County, Utah, described with particularity in Exhibit A attached hereto and incorporated herein.

B. The Declaration of Covenants, Conditions and Restrictions for Kennington Estates, a Planned Development (the "Original Declaration") was recorded August 9, 2007, as Entry No. 10189327, at Book 9501, Pages 9092-9121, in the office of the Salt Lake County Recorder. This Original Declaration was amended by that certain Amendment to Declaration of Covenants and Restrictions for the Project dated May 27, 2009, and recorded May 27, 2009 as Entry No. 10712971, at Book 9727, Page 9054 ("First Amendment"). The Original Declaration and First Amendment are collectively referred to herein as the "Declaration."

E. This Second Amendment has been adopted by the Lot Owners owning at least seventy percent (70%) of the Lot Owners within the Project.

Amendment

NOW, THEREFORE, the Lot Owners declare, certify covenant and agree as follows:

1. Definitions. Each capitalized term used in this Second Amendment shall have the same meaning as is ascribed to such capitalized term in the Declaration, unless otherwise provided for herein.

2. Common Areas. Section 1.03 is deleted in its entirety, and the following provision is inserted in lieu thereof:

“Common Areas” or “Facilities” shall mean and refer to that part of the Property which is not included within the Lots, including but not limited to (a) any portion of the Property which may in the future be used as a recreational area and/or swimming pool area for use in common by all of the Lot Owners, and (b) any other improvements other than utility lines now or hereafter constructed or located on the Property. It is specifically acknowledged that the street designated on the Plat as “13710 South (Private Street)” shall be a private street to be owned and maintained by the Owner(s) of Lot 4 and Lot 5, jointly.

3. Transfer of Title. Section 3.03 is deleted in its entirety, and the following provision is inserted in lieu thereof:

Transfer of Title. The original Developer or its successor(s) in interest, as the case may be, has conveyed or will convey (at the request of the Association) to the Association title to the Common Areas free and clear of all liens.

4. Quorum Requirements. Section 4.08 is amended by changing the quorum requirement for meetings of the Members from seventy percent (70%) of all the votes of the Members to fifty percent (50%) of all of the votes of the Members.

5. Deletions. For the purpose of limiting the Association’s rights to regulate the Lot Owners’ use and enjoyment of their Property, the following provisions are hereby deleted in their entirety: Sections 3.04.5 (“User Fees”), 5.02.5 including all subparagraphs and subparts (“Neglect”), 5.02.8 (“Structures”), 7.03 (“Time for Completion”), 7.07 (“Common Landscape Design for Park Strips and Other Amenities”), 8.02 including all subparagraphs and subparts (“Building Restrictions”), and Exhibit B.

6. Insurance. The first sentence of Section 5.04 is amended by deleting the entire provision, and by replacing such provision with the following:

The Association may, but shall not be obligated to maintain in force insurance meeting the following requirements:

7. Declarant Authority; Architectural Review Committee. The Declaration is hereby amended by terminating all of the Declarant’s rights under the Declaration, including but not limited to the authority to control, regulate or otherwise enforce the terms of the Declaration and the right to establish standards, grant approval, consent, or other authorization relating to architectural, design, or use and building restriction elements (collectively “Declarant Approval Rights”), including but not limited to those Declarant Approval Rights set forth in Article VII (“Architectural Review and Control”) and Article VIII (“Use and Building Restrictions”). In the event that the Declarant is also a Lot Owner, nothing herein is intended to impair such person’s rights in his, her or its capacity as a Lot Owner, consistent with all other Lot Owners within the Project. It is intended that the Declarant be and hereby is replaced by the Architectural

Committee with respect to all such Declarant Approval Rights, and therefore, the Declaration is hereby amended to the extent necessary to name the Architectural Committee as the sole party with authority to exercise those Declarant Approval Rights which are currently set forth in the Declaration, including but not Sections 5.02.4, 7.02.1, 7.02.2, 7.05, 7.05.2, 7.06.1, 7.06.2, 8.01, 8.03, 9.01, and 9.02. The Architectural Committee shall be comprised of three (3) Lot Owners appointed by the Board of Trustees of the Association.

8. Amendments to Article VII ("Architectural Review and Control"). The following provisions found in Article VII ("Architectural Review and Control") are amended as follows:

a. Section 7.05.1 is deleted in its entirety, and the following provision is inserted in lieu thereof:

7.05.1 On all individual building Lots which are larger than 20,000 square feet in size, the minimum finished above ground floor area shall be 1,800 square feet for a single story and not less than 3,200 square feet for a multi-story (in either case a basement of not less than 1,500 square feet is required, but may remain unfinished).

b. Section 7.06.1 is amended by changing the minimum pitch requirement for all roofs from 8/12 or greater to 5/12 or greater.

c. Section 7.06.2 is deleted in its entirety, and the following provision is inserted in lieu thereof:

Additional Standards Required for Structure Materials. Unless otherwise approved by the Architectural Committee, the exterior materials utilized on the front and side exteriors of the Dwellings and the structures shall generally consist (combined) of at least forty percent (40%) stone, brick or hardie board siding, and the balance may be stucco if and to such extent as the same are approved by the Architectural Committee. Furthermore, a minimum of 36" (from the ground) of stone or brick "wainscoting" must be included on all sides back to at least the side yard fence line, provided that no brick or stone shall be required on the back exterior of any Dwelling. Aluminum and vinyl siding are not permitted unless approved by the Architectural Committee and provided such are not visible from the street or objectionable to neighboring property Owners who may be adversely affected thereby. Central air-conditioning is required and no "Swamp coolers" or "Evaporative coolers" are permitted. Street lights are required in the Subdivision by Draper City. Declarant has paid in advance for the required number of street lights and such shall be installed by Draper City at locations determined by Draper City and as reflected in the recorded Plat.

9. Fencing, Entry and Other Amenities to Subdivision. The first sentence of Section 8.03 is deleted in its entirety, and the following sentence is inserted in lieu thereof:

For the common benefit and enhancement of the Subdivision, a masonry entry feature, together with additional fencing and landscaping has or will be established by the Declarant at the entrances to the Subdivision for Subdivision identification.

10. Subdivisions. Section 9.05 is deleted in its entirety, and the following provision is inserted in lieu thereof:

Subdivisions. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise, after acquisition from the Declarant.

11. Waiver of Restrictions and Covenants; Special Limited Power of Attorney. Sections 10.02 ("Waiver of Restrictions and Covenants") and 10.03 ("Special Limited Power of Attorney") are hereby deleted in their entirety.

12. To the extent the terms of this Second Amendment modify or conflict with any provisions of the Declaration, the terms of this Second Amendment shall control. All other terms of the Declaration not modified by this Second Amendment shall remain the same.

[SIGNATURES ON NEXT PAGE.]

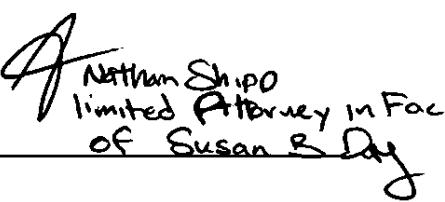
IN WITNESS WHEREOF, the undersigned Lot Owners have executed this Second Amendment as of the day and year first above written.

[AS TO LOTS 1, 6, 7, 8, 9, 10, 11, 12, 13]

TODCOR HOLDINGS, LLC

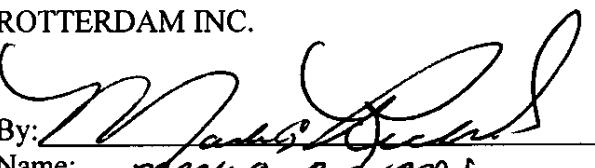
By: Todd England
Name: Todd England
Title: Manager

[AS TO LOT 2 ONLY]


Nathan Shipp
limited Attorney in Fact
of Susan B Day
Susan B. Day

ALSO ACKNOWLEDGED AND AGREED TO BY:

ROTTERDAM INC.

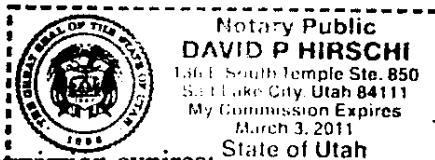

By: Mark G. Richards
Name: MARK G. RICHARDS
Title: MANAGER / President

CLETUS ESTATES, LLC


By: Mark G. Richards
Name: MARK G. RICHARDS
Title: MANAGER

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 6th day of April,
2010 by Todd D. Englund, the Manager
of TODCOR HOLDINGS, LLC, a Utah limited liability company.



My commission expires: 3/3/11

David Hirsch
Notary Public
Residing at: Cederville, Utah

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10th day of April,
2010 by NATHAN D. SNIPP, Limited Attorney in fact of
Susan B. Day

My commission expires:

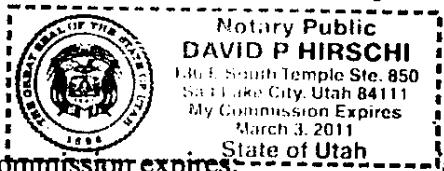
1/1/13

Kristen Zandi
Notary Public
Residing at: S Jordan, UT



STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 6th day of April,
2010 by Mark G. Richards, the Manager of President
of ROTTERDAM INC., a Utah corporation.



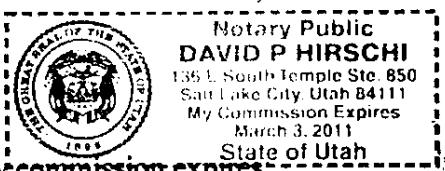
My commission expires: -----


Notary Public
Residing at: Centerville, Utah

3/3/11

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 6th day of April,
2010 by Mark G. Richards, the Manager
of CLETUS ESTATES, LLC.



My commission expires: -----


Notary Public
Residing at: Centerville, Utah

3/3/11

1069554

EXHIBIT "A"

Lots 1 through 14, inclusive, and Parcels A, B and C, KENNINGTON ESTATES, as said
Lots are identified in the Plat of said Development and in the Declaration of Covenants,
Conditions and Restrictions of Kennington Estates recorded in the Recorder's Office of Salt
Lake County, State of Utah, together with a right and easement of use and enjoyment in and to
the Common Areas described, and as provided for, in said Declaration of Covenants,
Conditions and Restrictions.

34-06-277-045
34-06-277-062
34-06-277-056
34-06-277-060
34-06-277-059
34-06-277-058
34-06-277-057
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