

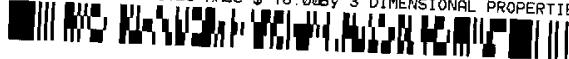
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V.2

Recorded at the request of:

3 Dimensional Properties, Inc.
c/o Matthew J. Ence
Snow Jensen & Reece, PC
134 North 200 East, Suite 302
P.O. Box 2747
St. George, UT 84771

DOC # 20070013647

Amended Restrictive Covenantsye 1 of 3
Russell Shirts Washington County Recorder
03/19/2007 11:06:20 AMee \$ 16.00By 3 DIMENSIONAL PROPERTIES



**AMENDMENT TO
DECLARATIONS OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
DESERT GARDEN ESTATES, PHASES I, II & III**

This Amendment to the Declarations of Covenants, Conditions and Restrictions for Desert Garden Estates (hereafter "Amendment") is made and executed in Washington County, State of Utah, this 19th day of March, 2007, by 3 Dimensional Properties, Inc. (hereafter "Developer"), and amends the Declaration of Covenants, Conditions and Restrictions for Desert Gardens Estates, Phase 1, recorded on June 15, 1998, as Entry No. 606811 in Book 1225, beginning at page 158, as previously supplemented by that Supplemental Declaration of Covenants, Conditions and Restriction of Desert Gardens Estates, Phase II, recorded on September 13, 2000, as Entry No. 696385 in Book 1379, beginning at page 2705; and amends the Declaration of Covenants, Conditions and Restrictions for Desert Gardens Estates, Phase III, recorded on May 26, 2005, as Entry No. 947603 in Book 1748, beginning at page 845; each in the records of the Washington County Recorder's Office (collectively hereafter the "Declaration").

1. This Amendment pertains to certain real property located in the County of Washington, State of Utah, which is defined as the "Property" in the Declaration.
2. This Amendment is made pursuant to Article VI, Section 1 of the Declaration, by which the Declaration may be amended during the "development phase" by the developer or its successors or assigns. Developer is the successor-in-interest to previous developers Blackmore Construction, Inc., and 3 Dimensional Contractors, Inc., as a result of Developer's acquisition of the previous developers' rights and interests in the Property, for development purposes.
3. With this Amendment the Developer restates and reaffirms all provisions of the Declaration as recorded, with the exception of any provisions of the Declaration modified herein. All terms used herein shall have the definitions and meanings set forth in the Declaration.
4. With this Amendment is hereby granted to Developer an exception from the architectural control provisions of the Declaration, as well as those provisions requiring review and approval of construction plans by the Architectural Control Committee. In other words, should Developer wish to construct any improvements upon its Lots in the development, Developer shall not be required to

submit said plans to the Architectural Control Committee for review, and further may, at Developer's discretion, make improvements to said Lots without regard to the architectural control provisions of the Declaration, provided Developer reasonably believes said improvements are consistent with the nature and quality of the remainder of the development. This exception shall also apply and be for the benefit of any entity which succeeds to the interest of Developer in Developer's remaining lots, which entity is wholly or substantially owned by Developer or Developer's principals, and shall also apply and be for the benefit of any of Developer's individual principals who succeed to any interest in Developer's Lots, including but not limited to Vince Blackmore, provided any such principal has more than a nominal interest in a given Lot. This exception shall be effective during the development phase of the development and beyond, until Developer (and any other entity or individual having a benefit from this provision) has conveyed the last of its Lots to bona fide third party buyers.

5. In addition to the enforcement rights granted in the Declaration, any party with the right to enforce the provisions of the Declaration by seeking equitable relief shall also have the right to seek damages for violations of the Declaration, and in any enforcement action may recover attorneys' fees and costs of enforcement.

6. The provisions of this Amendment may only be modified or amended by the recording of an instrument signed by not less than one hundred percent (100%) of the owners of all Lots. The Developer and/or Lot owners shall continue to have the right to amend or modify any remaining terms and provisions of the Declaration by the method or methods set forth in the Declaration.

7. This Amendment shall be effective immediately upon the date and time of recording in the Office of the Washington County Recorder.

(signature page to follow)

IN WITNESS WHEREOF, the undersigned, being the Developer as defined in the Declaration, has hereunto set its hand on the day and year first written above.

DEVELOPER:
3 DIMENSIONAL PROPERTIES, INC.

Vince Blackmore

BY: VINCE BLACKMORE

ITS: PRESIDENT

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

On this 19th day of March, 2007, personally appeared before me VINCE BLACKMORE, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the President of 3 Dimensional Properties, Inc., a Utah corporation, and that he executed the foregoing AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS on behalf of said company, being authorized and empowered to do so by the Articles of Incorporation or Bylaws of the company, and he did duly acknowledge before me that the company executed this document for the uses and purposes stated therein.

Donna Radunich

Notary Public

