

WHEN RECORDED, RETURN TO:
Valentine Estates, L.L.C.

**SUPPLEMENTAL
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR VALENTINE ESTATES POOL OWNERS ASSOCIATION**

Parcel # 06-273-0220

THIS SUPPLEMENTAL DECLARATION is made by Valentine Estates, L.L.C., a Utah limited liability company.

RECITALS

A. Valentine Estates, L.L.C., is Declarant under the Declaration of Covenants, Conditions, and Restrictions for Valentine Estates Pool Association recorded _____, as Entry No. _____ in the Davis County Recorder's office ("Declaration"). Declarant is the owner and developer of Valentine Estates Subdivision, Woods Cross City, Davis County, Utah (the "Development");

B. Under Article II of the Declaration, Declarant has the right to add Lots to the Property;

C. Declarant desires to add Lots to the Association.

D. Owner desires to subject their property to the Declaration.

NOW THEREFORE, Declarant and Owner hereby declare as follows:

1. All defined terms as used in this Supplemental Declaration shall have the same meaning as those set forth and defined in the Declaration, unless a definition is given to the term in this Supplemental Declaration. "Property" shall mean the property where the pool and pool house will be constructed.

2. The real property described in Exhibit "A" and situated in Woods Cross City, Davis County, Utah, is hereby submitted to the provisions of the Declaration and, pursuant thereto, is hereby annexed in to the Association and is to be held, transferred, sold, conveyed, and occupied as a part of the Association, subject to the following:

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the Property and any improvements (including buildings) now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of the Declaration): (i) to construct and complete the Property, and to do all things reasonably necessary or proper in connection therewith; (ii) to add property to the Property; and (iii) to improve portions of the Property with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all Owners as Declarant may reasonably determine to be appropriate. If, pursuant to all foregoing reservations, the Property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire 7 years after the date on which this Supplemental Declaration is recorded. Declarant may add land and subject it to this Supplemental Declaration in its discretion for 7 years from the date this Supplemental Declaration is recorded.

THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all

instruments of record which affect the above-described real property or any portion thereof, including, without limitation, any mortgage or deed of trust (and nothing in this paragraph shall be deemed to modify or amend such mortgage or deed of trust); all visible easements and rights-of-way; all easements and rights-of-way, encroachments, or discrepancies shown on, or revealed by, a Plat or otherwise existing, an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the said real property at such time as construction of all Development improvements is complete; and all easements necessary for ingress to egress from, maintenance of, and replacement of all such pipes, lines, cable, wires, utility lines, and similar facilities.


3. Except as amended by the provisions of this Supplemental Declaration, the Declaration as previously amended and supplemented shall remain unchanged and, together with this Supplemental Declaration shall constitute the Declaration of Covenants, Conditions and Restrictions for the Development as further expanded by the annexation of the Additional Property described herein.

4. The Declarant reserves the right, as stated in the Declaration, to Class B voting membership.

5. This Supplemental Declaration shall be recorded in the Davis County Recorder's Office.

IN WITNESS WHEREOF, Declarant "A" has executed this instrument the day and year first set forth above.

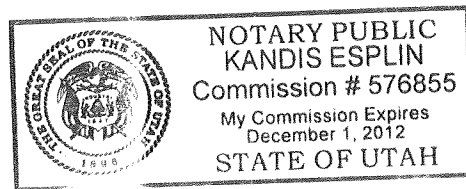
OWNER


By: Amanda Bieln
Dated: 5/26/11

STATE OF UTAH)
County of Salt Lake)ss.

On this 26 day of May, 2011, personally appeared before me Amanda Bieln who being by me duly sworn, did say that he/she signed this Supplemental Declaration as his/her voluntary act and deed.


NOTARY PUBLIC



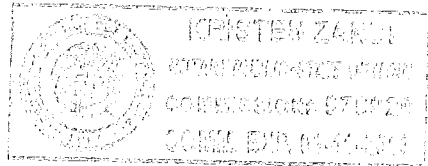
DECLARANT:
Valentine Estates, L.L.C.

[Signature]
By: _____
Its: Member
Dated: 6/1/11

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

On this 1 day of June, 2011, personally appeared before me
Nathan Shupe, who being by me duly sworn, did say that he is the agent of Declarant "A",
authorized to execute this Declaration.

[Signature]
NOTARY PUBLIC



Kristen Zandi
576920
Exp. 1/11/13

EXHIBIT A
Legal Description

**Lot 220 IN THE VALENTINE ESTATES, PHASE 2, AS SHOWN ON THE OFFICIAL PLAT
THEREOF, RECORDED IN THE DAVIS COUNTY RECORDER'S OFFICE, STATE OF UTAH**

Parcel Nos.: 06-273-0220