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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
VILLAGE ON THE GREEN
C/O M & M MANAGEMENT
948 E 7145 S STE C-102
MIDVALE UT 84047
BY: [Signature] DEPUTY REC. 3 P. 84047

**AMENDMENTS
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENT
FOR
VILLAGE ON THE GREEN
A Planned Unit Development**

MIDVALE UT
84047
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THIS AMENDMENT is made effective the 10th day of May, 2007 to the original Declaration recorded on January 1, 2001 recorded in Book 8467 beginning with Page 0001 in the official records of the office of the County Recorder of Salt Lake County, State of Utah.

RECITALS

WHEREAS, VILLAGE ON THE GREEN, (the original Declarant) located in Salt Lake County, State of Utah as more particularly described in that certain plat map entitled VILLAGE ON THE GREEN, a Planned Unit Development, recorded on October 5, 2000 as Entry 7732918 in the official records of the office of the County Recorder of Salt Lake County, State of Utah (the "Plat Map"); and

WHEREAS, VILLAGE ON THE GREEN, pursuant to the provisions of the original Declaration, created a homeowners association to which was to be delegated and assigned the powers of owning, maintaining and administering the common areas, private roadways and certain other improvements in the Property and administering and enforcing the covenants, conditions and restrictions ("CC&R's"), and collecting and disbursing the assessments and charges thereafter created; and

WHEREAS, the original Declarant may execute, acknowledge, and record "Amendments" to the CC&R's so long as the Declarant owns all the real property to be affected by such ; and

WHEREAS, all of the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following Amendments, and the original CC&R's, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, or any portion thereof and each and all of which is and are for the benefit of and shall pass with the Property, and each and every parcel or Lot thereof, and shall apply to and bind the successors in interest, and any Owner thereof; and

NOW THEREFORE, the following Amendments to the Declaration of Covenants, Conditions and Restrictions, along with the original CC&R's of VILLAGE ON THE GREEN, shall govern the rights and obligations of the present and future

Owners of the Lots and homes in VILLAGE ON THE GREEN and of the Association and its Board and the original Declarant, and; the original Declaration recorded on January 1, 2001 recorded in Book 8467 beginning with Page 0001 in the official records of the office of the County Recorder of Salt Lake County, State of Utah are hereby amended, effective as of the 10th day of May 2007, as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Except as specifically amended as set forth in Exhibit, all terms, covenants, conditions and restrictions set forth in the original Declaration shall remain in full force and effect.

DATED this 10th day of May, 2007.

VILLAGE ON THE GREEN HOMEOWNERS ASSOCIATION:

By *Richard Edwards*
Richard Edwards, President

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 10th day of May 2007, personally appeared before me *Richard Edwards*, being by me duly sworn; and the said individual did say that he is the President of the VILLAGE ON THE GREEN HOMEOWNERS ASSOCIATION, and that the within and foregoing Amendments, attached as Exhibit "A" to this document, were signed in behalf of the said Association.

Carolyn M. Reese
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:

4-7-2010

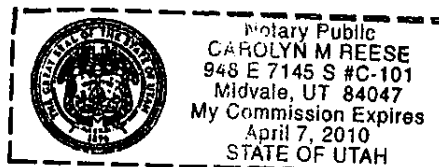


Exhibit A

When changes are made and amendments are recorded,

Article V of the CC&R's will no longer include paragraph (m), and

Article X Section 1 of the CC&R's to read as follows;

Section 1. Single Family Residences, Business or Commercial Activity.

Each Lot shall be used as residence for a single family. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purpose, nor shall a Dwelling Unit ever be leased, rented or occupied by a non-owner, except when approved in advance and in writing by the Board in compliance with this Declaration and the Rules and Regulations of the Association. Members must make prior written application for any such approvals from the Board. Provided, further, however, the Association shall never be permitted to allow more than six percent (6%) of the Lots to be used as a non-owner occupied residence. Homeowners who are not residing in the home for several months or a few years and have family members living in the home are excluded from the six percent (6%) of lots used by non-owner occupied residence. No outbuildings shall be constructed on any Lot and nothing shall be placed upon or attached to the roof of any home constructed on a Lot. Notwithstanding any provisions herein to the contrary, nothing herein shall be construed as prohibiting the Declarant, its successors and assigns, from using any portion of the Property for a model home site, and display and sales office during the construction and sales period and for a period of three (3) years thereafter in accordance with Article II Section I (h), of this Declaration.

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