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GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 M & M MANAGEMENT
 948 E 7145 S STE C-102
 MIDVALE UT 84047
 BY: ZJM, DEPUTY - WI 3 P.

**AMENDMENTS
 TO
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
 RESERVATION OF EASEMENT
 FOR
 GREENWOOD VILLAGE SUBDIVISION
 A Planned Unit Development**

THIS AMENDMENT is made effective the 20th day of August, 2007 to the original Declaration recorded on December 22, 1999 recorded in Book 8331 beginning with Page 5620 in the official records of the office of the County Recorder of Salt Lake County, State of Utah.

RECITALS

WHEREAS, GREENWOOD VILLAGE SUBDIVISION, (the original Declarant) located in Salt Lake County, State of Utah as more particularly described in that certain plat map entitled GREENWOOD VILLAGE PUD, a Planned Unit Development, recorded on December 22, 1999 as Entry 7540140 in the official records of the office of the County Recorder of Salt Lake County, State of Utah (the "Plat Map"); and

WHEREAS, GREENWOOD VILLAGE, 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

Exhibit A

When changes are made and amendments are recorded

Article V. Section 11 of the CC&R's will read as follows;

Section 5.11. Transfer. The Association Membership held by any Owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser or Mortgagee of such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. A Class A Member who has sold his Lot to a contract purchaser under an agreement to purchase such Membership, shall be entitled to assign to such contract purchaser his right of enjoyment of the Common area and improvements as provided in Article VII, Section 1 and 7, and such Member's voting proxy rights in the Association, but as between the Association and such Member, the Member may not delegate his Membership obligations. Such assignment and/or proxy shall be in writing and shall be delivered to the Board before such contract purchaser may use the Common area and improvements or vote, as the case may be. The contract seller shall remain liable for all charges and assessments attributable in his Lot until fee simple title to the Lot sold is conveyed. In the event the Owner of any Lot shall fail or refuse to transfer the Membership registered in his name to the purchaser of such Lot upon transfer of fee simple title thereto, the Board shall have the right to record the transfer upon the books of the Association. Upon any transfer, pledge, or alienation of a Lot, the Board shall have the right to charge a Transfer Assessment against any new Owner, and his Lot, equal in amount to two (2) times the current monthly Common Assessment, to cover the cost to the Association of effectuating any such transfer of Membership upon the books of the Association and to perpetuate the reserve funds of the Association.