

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF VILLA BONITA ESTATES**

THIS FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 28th day of March, 2017, by Brett Boyce and Chris Neilson, Board Members of the Villa Bonita Estates Homeowners Association (hereinafter referred to as "Declarant").

RECITALS

1. Declaration of Covenants, Conditions and Restrictions of the Villa Bonita Estates were executed on February 1, 2005 and recorded in Washington County, Utah on April 8, 2005.
2. By 2/3 majority vote on February 20, 2016, the Villa Bonita Estates Homeowner Association, under the terms of Article XIII, 3., has voted to amend the Declaration, through the recordation of an executed amendment by Declarant.
3. In order to better clarify and further define single family residence described in ARTICLE VII 2. Use of lots and living units and in order not to detract from the value of any lot or living unit in the subdivision, declarant desires to amend ARTICLE VII 2. to specifically prohibit time sharing, Nightly and Weekly rentals, fractional ownership, and multiple family use & ownership.

NOW THEREFORE, for the foregoing purposes, Declarant hereby declares that the Property set forth in Exhibit A, attached hereto, is and shall be held, transferred, sold, conveyed, and occupied subject to the amended covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth.

The original Declaration of Covenants, Conditions and Restrictions of the Villa Bonita Estates is hereby amended as follows:

PARAGRAPH 2. USE OF LOTS AND LIVING UNITS in ARTICLE VII USE AND BUILDING RESTRICTIONS shall be removed in its entirety and replaced with the following:

2. Use of lots and living Units. All lots and living units are restricted to use as single-family residential housing; provided, however, that a portion of a Living Unit may be used to conduct a business or a profession if: (1) such use is approved by all appropriate governmental and quasi-governmental bodies having jurisdiction over such matter; (2) such use is approved by the Architectural Control Committee (as said Committee is provided for hereafter); and (3) such use is of a type traditionally conducted in a single-family residence. Under no circumstances shall a Living Unit be used for other than a single family residence, except as otherwise provided in this Declaration. Time sharing, nightly and weekly rentals, fractional ownership and multiple family use & ownership is prohibited. No lot or living unit shall be used, occupied, or altered in violation of the law or so as to detract from the appearance or value of any Lot, Living Unit, or Common Areas, or so as to create a nuisance or interfere with the rights of any Owner, or in any way which would result in an increase in the cost of any insurance covering the Common Areas or Limited Common Areas. No aluminum foil, newspapers, or any similar materials may be used to cover the windows in any Living Unit or other structure. A Lot, or any part thereof, may not be used as a road or thoroughfare to gain access, ingress, or egress to any other property,

except where an Owner owns two or more contiguous Lots and is constructing only one Living Unit on the combined lots.

No structure shall be erected, altered, paced or permitted to remain on any Lot other than one detached single family dwelling, a private garage, a guest house, and outbuildings for pets as hereinafter described.

Effective Date. On February 20, 2016, at a meeting of the members of the Villa Bonita Estates, two-third (2/3) of the Voting Power consented to the amendment set forth herein. The Board of Directors hereby certifies the meeting and consent were proper under the CC&Rs. Except as amended by the foregoing provision, all other terms, covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions of the Villa Bonita Estates shall remain in full force and effect.

EXECUTED by Declarant this 28th day of March, 2017.

Villa Bonita Estates Homeowners Association

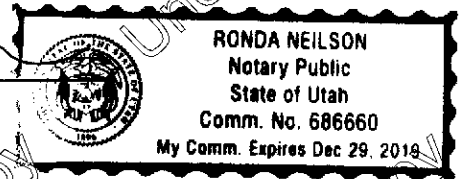
By: *Brett Boyce*
Brett Boyce, Board Member

By: *Chris Neilson*
Chris Neilson, Board Member

STATE OF UTAH)
 :SS.
COUNTY WASHINGTON)

On this 28th day of March, 2017, before me personally appeared Brett Boyce, a member of the Board of Directors of the Villa Bonita Estates Homeowners Association, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged before me that he signed it voluntarily for its stated purpose.

Ronda Neilson
NOTARY PUBLIC



STATE OF UTAH)
 :SS.
COUNTY WASHINGTON)

On this 28th day of March, 2017, before me personally appeared Chris Neilson, a member of the Board of Directors of the Villa Bonita Estates Homeowners Association, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged before me that he signed it voluntarily for its stated purpose.

Ronda Neilson
NOTARY PUBLIC

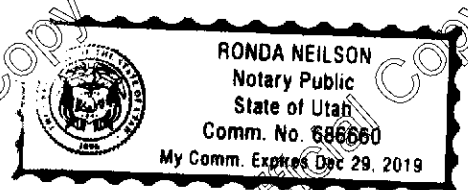


EXHIBIT A

All of lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Villa Bonita Estates, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

Also described as:

Beginning at a point on the center section line, said point being on the south line of Country Lane Estates South, said point also being North 00°29'07" East 2661.61 feet along the center section line to the Center of Section 22, Township 42 South, Range 16 West Salt Lake Base & Meridian and South 89°20'19" East 1,024.64 feet along the center section line from the South Quarter Corner of Section 22, Township 42 South, Range 16 West Salt Lake Base & Meridian, and running;

thence South 89°20'19" East 317.27 feet along the center section line, which is also the south line of said Country Lane Estates South, to the 1/16th line;

thence South 00°34'16" West 666.25 feet along the 1/16 line;

thence North 89°17'40" West 216.27 feet to the east line of Country Lane;

thence Northwesterly 28.73 feet along an arc of a 427.00 foot radius curve to the left (center bears South 35°20'14" West, long chord bears North 56°35'25" West 28.72 feet with a central angle of 03°51'17");

thence North 58°31'03" West 72.75 feet;

thence Northwesterly 333.81 feet along an arc of a 325.00 foot radius curve to the right (center bears North 31°28'57" East, long chord bears North 29°05'34" West 319.33 feet with a central angle of 58°50'59");

thence North 00°19'56" East 13.15 feet;

thence North 89°17'40" West 30.00 feet;

thence North 00°19'56" East 194.88 feet;

thence South 89°20'19" East 30.00 feet;

thence North 00°19'56" East 58.16 feet

thence South 89°40'04" East 145.00 feet;

thence North 00°19'56" East 89.00 feet to the Point of Beginning.

Containing 270,712 square feet or 6.215 acres