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FIRST AMENDMENT TO THE DECLARATION OF
COUNTRY CLUB MANOR
A Condominium Project (Provo, Utah)

THIS FIRST AMENDMENT is made and executed this 09 of Feb 2001, 2000, by Country Club Manor, a Utah Non-Profit Corporation (hereinafter referred to as the "Association"), acting by and through the Chairperson of the Management Committee, RITA CLOSE.

ENT 11077:2001 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2001 Feb 09 11:40 am FEE 28.00 BY JRD
RECORDED FOR COUNTRY CLUB MANOR

WITNESSETH

WHEREAS, the Declaration governing Country Club Manor, dated May 28, 1968 (hereinafter referred to as the "Declaration"), was recorded on the 20th day of May, 1968 in the office of the Utah County Recorder, State of Utah, as Entry No. 5256, et seq.; and

WHEREAS, pursuant to Paragraph 26 of the Declaration, the vote of at least seventy-five percent (75%) of the common area ownership interests in Country Club Manor has been obtained authorizing this First Amendment to the Declaration; and

WHEREAS, the Association does now desire to amend the Declaration of Country Club Manor.

NOW, THEREFORE, the Declaration of the Association is hereby amended as follows:

The first sentence of Paragraph 2, Management Committee, General Responsibilities, is hereby deleted in its entirety and restated as follows:

The business and property comprising Country Club Manor shall be managed by a Management Committee consisting of three (3) unit owners to be selected by the unit owners as hereinafter provided.

The first sentence of sub-paragraph (b), Term, Paragraph 3, Election and Proceedings of the Management Committee, is hereby deleted in its entirety and restated as follows:

Members of the Management Committee shall serve for a term on two (2) years.

The first sentence of sub-paragraph (d), Proceedings, Paragraph 3, Election and Proceedings of the Management Committee, is hereby deleted in its entirety and restated as follows:

Two members of the Management Committee shall constitute a Quorum. If however, only two members of the Management Committee are present at any meeting of the Management Committee, any decisions made at that meeting must be unanimous to be the act of the Management Committee. If all three members of the Management Committee are present, the decision of a majority of those present shall be the act of the Management Committee.

The first sentence of sub-paragraph (c), Annual Meeting, of Paragraph 4, Unit Owners, is hereby deleted in its entirety and restated as follows:

There shall be a meeting of the unit owners during the first month of the second quarter of each Calendar year upon the common area at a reasonable place and time designated by the Management Committee by written notice of the Management Committee mailed or delivered to the unit owners not less than ten (10) days prior to the date fixed for said meeting.

The first sentence of the last paragraph of Paragraph 21, Damage and Destruction, is hereby deleted in its entirety and restated as follows:

Notwithstanding all other provisions hereof, the owners may, by an affirmative vote of at least seventy-five percent (75%) of the voting power, at a meeting of unit owners called for such purpose, elect to sell or otherwise dispose of the property.

The foregoing First Amendment is hereby appended to the Declaration governing Country Club Manor, dated May 28, 1968, and shall take precedence over any provisions contained therein that are inconsistent with the above First Amendment.

In all other respects, the undersigned hereby confirms, republishes, and reinstates all other provisions of the Declaration governing Country Club Manor, dated May 28, 1968, and recorded on May 20, 1968 in the office of the Utah County Recorder, State of Utah, as Entry No. 5256, et seq., which concerns the real

property described in Exhibit "A" attached hereto, and which has not been modified by this First Amendment.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the date first above written.

COUNTRY CLUB MANOR,
a Utah Non-Profit Corporation

by: Rita Close
Rita Close
Chairperson
Management Committee
Rita S. Close
Feb-09-01

Country Club Manor plat I units A thru L

36-123

- 0001*
- 0002*
- 0003*
- 0004*
- 0005*
- 0006*
- 0007*
- 0008*
- 0009*
- 0010*
- 0011*
- 0012*

State of Utah
County of Utah

Subscribed and sworn/affirmed before me this 9 day of Feb, 2001
by Rita S. Close

Julie A. Schofield

Notary Public
My Commission expires: 1-14-2003

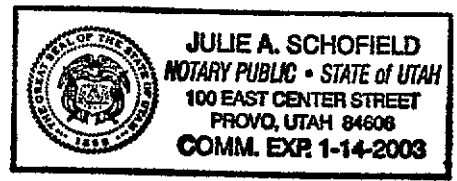


EXHIBIT "A"

The following described tract of land situated in the City of Provo, Utah County, State of Utah, to wit:

Commencing at a point located 428.14 feet North and 71.90 feet West of the East Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence N 69° 41' W 438.40 feet; thence N 3° 12' along a fence line 238.00 feet; thence N 3° 12' E along a fence line extended 28.00 feet to an East-West fence line; thence N 89° 22' E along a fence line 417.20 feet; thence Southwesterly along the arc of an undefined radius curve to the right which can be approximated by the following chords: S 1° 37' E 100.00 feet; S 0° 41' E 100.00 feet; S 1° 36' W 100.00 feet; S 3° 31' W 91.48 feet; S 3° 09' W 35.70 feet; thence N 73° 02' W 15.20 feet to point of beginning.

SUBJECT to a right-of-way 66 feet wide over the Southwesterly 66 feet of the above description, which right-of-way is more particularly described in that certain Warranty Deed dated June 25, 1957, recorded in Book 750 at page 529, under Entry No. 10019, wherein Jack Pierce and Phyllis C. Pierce are grantors and Security Title and Abstract Company, a corporation, Trustee, is grantee.