

PAGE (0) INDEX (✓) ABSTRACT (d) PLAT () CHECK
 ENTRY NO. 137523 DATE 1-14-86 TIME 10:04 FEB 1850
 UTAH TITLE BOOK 178 PAGES 142-145
 SUBMITTED BY BERNADINE HURLEY
 Wasatch County, State of Utah

FIRST AMENDMENT
 TO DECLARATION OF
 COVENANTS, CONDITIONS, AND RESTRICTIONS
 FOR
 SCHNEITTER'S SWISS OAKS,
 An Expandable Condominium Project

THIS FIRST AMENDMENT is made and entered into as of the 21st day of December, 1985, by SCHNEITTER'S SWISS OAKS, LTD., a Utah limited partnership (hereinafter referred to as the "Declarant").

RECITALS:

- A. The Declaration. The Declarant previously executed a Declaration of Covenants, Conditions, and Restrictions for Schneitter's Swiss Oaks, An Expandable Condominium Project (hereinafter referred to as the "Declaration"), dated September 24, 1985 and recorded September 26, 1985, Book 175, Pages 418-482, at the Wasatch County Recorder's Office, submitting the Land and Buildings as described and defined therein to the provisions of the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated).
- B. Ownership. Construction of the Project is underway, but no Condominiums have yet been conveyed.
- C. Amendment. The Declarant, as sole Owner of all of the Condominiums in the Project, and acting pursuant to Section 18.05 of the Declaration, now desires to amend the Declaration as provided herein.

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

- 1. Section 9.03. Section 9.03 of the Declaration is hereby amended, to read in its entirety as follows:
 "9.03. Votes. The number of votes appurtenant to each respective Unit shall be as set forth in Exhibit A attached hereto, unless the Project is expanded. If the Project is expanded in accordance with the provisions of this Declaration and the Condominium Act, and in each such event, the Total Votes

of the Association may be increased and votes shall be reallocated among the Units in accordance with Section 4.04 above."

2. Section 9.05. A new section, Section 9.05 is hereby added, to read in its entirety as follows:

"9.05 Control by the Declarant. Notwithstanding any provision of this Declaration or of the Bylaws to the contrary, both before and after the election of officers and Trustees of the Association, the Declarant shall have complete and absolute power to appoint or remove any or all officers and Trustees of the Association, to exercise all powers, responsibilities, and rights and take all actions otherwise assigned by the Declaration or by the Condominium Act to the Association or its officers or Trustees, to direct all actions of the Association, to otherwise act for and in behalf of the Association in all matters in which the Association may have power and authority to act, and to act for and in behalf of all Owners in all matters under this Declaration in which the Owners have a right to act or vote, until the first to occur of the following events:

(a) the expiration of six (6) years from the date of recording of the original Declaration; or

(b) the occurrence of both of the following events: (i) Condominium Units to which seventy-five percent (75%) of the undivided interest in Common Areas appertain, including Units on all or any part of the Additional Land, are conveyed so that the total interest in Common Areas appurtenant to Units still owned by the Declarant is twenty-five percent (25%) or less; and

(ii) all of the Additional Land is added to the Project as evidenced by the recording in the Wasatch County Recorder's office a supplemental Record of Survey Map and an amendment to this Declaration."

3. Section 10.02. Section 10.02 is hereby amended in its entirety, to read as follows:

"10.02 Manager. The association may by written contract delegate in whole or in part to a professional Manager such of the Association's duties, responsibilities, functions, and powers hereunder as are properly delegable. The services of any Manager retained by the Association shall be paid for with funds from the Common Expense Fund. Any agreement for professional management shall provide for a term not exceeding three (3) years and shall be terminable with or without cause and without payment of any termination fee upon thirty (30) days written notice."

4. Section 18.05. Section 18.05 is hereby amended, to read in its entirety as follows:

"18.05 Amendment. Except as otherwise provided herein or as otherwise required by the Condominium Act, this Declaration may be amended if Owners holding at least sixty percent (60%) of the Total Votes of the Association consent and agree to such amendment by instruments which are duly recorded in the office of the County Recorder of Wasatch County, State of Utah; provided, however, that notwithstanding any other provision to the contrary and for so long as Declarant has the right under Article IV to expand the Project or Declarant owns at least one Condominium, this Declaration may not be amended without the written consent of Declarant set forth in a duly recorded instrument; and provided, further, that, until the first to occur of one of the events listed in Section 9.05 herein, the Declarant shall have the right unilaterally to amend this Declaration without the consent of any other Owner, by recording with the office of the County Recorder of Wasatch County a duly executed amendment to the Declaration, except to the extent such amendment would be inconsistent with the provisions of the Condominium Act."

5. Definitions and Confirmation. All terms used in this First Amendment shall have the same meaning and import as given in the Declaration. Except as expressly and specifically amended herein, the Declaration is hereby confirmed as originally executed and recorded.

IN WITNESS WHEREOF, this First Amendment was executed as of the day and year first above written.

Attest:

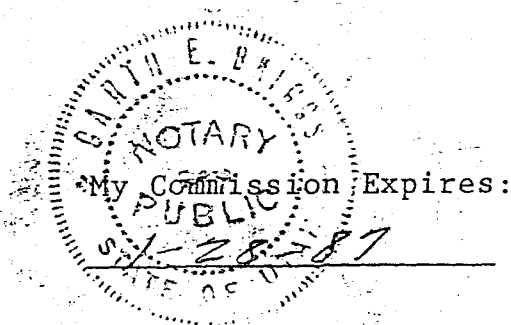
BF DEVELOPMENT, INC., a Utah corporation, General Partner, for and in behalf of SCHNEITTER'S SWISS OAKS, LTD., a Utah limited partnership

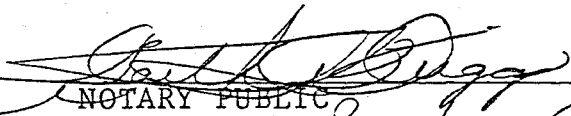
Collian C. Fuller
Secretary

By Robert L. Fuller
Its President

STATE OF UTAH)
): ss
COUNTY OF SALT LAKE)

On the 21st day of December, 1985, personally appeared before me Robert L. Fuller, who being by me duly sworn did say that he is the President of BF Development, Inc., a Utah corporation, and that the within and foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Schneitter's Swiss Oaks, an Expandable Condominium Project, was signed in behalf of said corporation by authority of its bylaws or a resolution of its board of directors; said person duly acknowledged to me that said corporation executed the same for and in behalf of Schneitter's Swiss Oaks, Ltd., a Utah limited partnership.




NOTARY PUBLIC
Residing at: SALT LAKE CITY

SWISS OAKS

Units 1-8 Plat "A"

Units 1-6 Plat "B"

Units 1-8 Plat "C"