

DEC 12 1975

950

2768752

Recorded _____ of _____ M
Return to SECURITY TITLE COMPANY
2000 by *Bleu*
Date _____

AMENDMENT
TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
CONCERNING THE OLD FARM COMMUNITY
PHASE I

162768
SECURITY TITLE COMPANY
162768

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions Concerning the Old Farm Community, Phase I, is made as of the 12th day of AUGUST, 1975, by PROSWOOD, INC., formerly Richard Prows, Inc., a Utah corporation (hereinafter the "Developer").

RECITALS

A. On June 19, 1974, Developer filed for record in the office of the County Recorder of Salt Lake County, Utah, that certain instrument headed "Declaration of Covenants, Conditions and Restrictions Concerning the Old Farm Community, Phase I" (the "Declaration") subjecting the real property therein described and condominium projects to be developed within the Entire Tract, mentioned therein, to the covenants, conditions, easements and restrictions therein set forth. The Declaration was recorded in said office in Book 3613 at page 431-37 as entry No. 2630430.

B. Section 6 of Article IX reserved to Developer the right to unilaterally amend the Declaration for certain purposes.

C. Developer now deems it to be in the best interests of the Members that Section 3 of Article IV be amended by adding thereto subsection (g) hereinafter set forth.

NOW, THEREFORE, in pursuance of the foregoing, the Developer does hereby amend the Declaration by inserting as subsection (g) of Section 3, Article IV, the following:

BOOK 3613 PAGE 253

"(g) The right of the Association to acquire and install, by purchase, lease or otherwise, certain health, recreational and other useful equipment and facilities (the "special facilities"), the cost of acquisition and maintenance of which should be borne by the users thereof. The special facilities include, but not by way of limitation, special therapy equipment, vending machines, winter tennis and the like. The Association is empowered to impose reasonable charges for the use of the special facilities by Members of the Association, and further, the Association is empowered to permit use thereof by non-members, as it deems appropriate, from time to time on payment of charges imposed by the Association".


EXECUTED by the Developer as of the day and year aforesaid.

PROWSWOOD, INC.

By *Richard S. Prows*
 Richard S. Prows
 Its President

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

On the 12th day of AUGUST, 1975,
 personally appeared before me RICHARD S. PROWS, who being by me duly sworn, did say that he is the President of PROWSWOOD, INC., formerly Richard Prows, Inc., a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Richard S. Prows duly acknowledged to me that said corporation executed the same.

My Commission Expires:

 E. VINCENT CLAYTON
 NOTARY PUBLIC
 Commission Expires
 June 19, 1977
 Salt Lake City, Utah

E. Vincent Clayton
 NOTARY PUBLIC
 Residing at Salt Lake City, Utah