

Entry #  
242526

Entry No	14276
REQUEST	Sto + Harris
FEE	ALAN SPRINGS, SUMMIT CO. RECORDER
\$	8.50 By Susan Peterson
RECORDED	12-2-85 at 9:30 M

FIRST AMENDMENT TO  
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 FOR PINEBROOK SUBDIVISIONS  
 SUMMIT COUNTY, UTAH

THIS FIRST AMENDMENT TO DECLARATION, executed this 9<sup>th</sup> day of ~~September~~ <sup>October</sup>, 1985, by GORGOZA PINES RANCH, INC., a Utah corporation, (hereinafter referred to as "Declarant").

RECITALS

WHEREAS, Declarant herein is also the Declarant under that Declaration of Covenants, Conditions and Restrictions for Pinebrook Subdivisions dated September 9, 1977 and recorded at Book M102, Page 118-134, Entry No. 141275 with the Office of the Summit County Recorder, State of Utah; and

WHEREAS, pursuant to Section 4 of Article XI of said Declaration, Declarant retained the right to amend the Declaration under certain conditions as set forth therein; and

WHEREAS, Declarant desires to amend the Declaration and set forth said amendments and record said amendments as provided hereinafter; and

WHEREAS, the property which the Declaration affects and which will be affected by this Amendment is described as follows:

Lots 1 through 100, inclusive, PINEBROOK SUBDIVISIONS 1 and 2, and Lots 101 through 229, inclusive, PINEBROOK SUBDIVISIONS 3 and 4 as shown in the Official Plats thereof recorded in the Office of the Summit County Recorder, State of Utah.

NOW, THEREFORE, Declarant hereby amends the Declaration and hereby covenants, agrees and declares that all of the property and such additions thereto as may hereafter be made pursuant to Article II hereof shall be held, sold and conveyed subject to the covenants, conditions, restrictions and easements which are set forth and declared in the Declaration and in this Amendment for the benefit of the whole tract and all of the property and the owners thereof, their successors and assigns. The Declaration and this Amendment shall constitute covenants, conditions, restrictions and easements which shall run with the property and shall be binding on all parties having or acquiring

any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof and are imposed upon the property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

1. Enforcement. Section 1, ARTICLE XI, titled "GENERAL PROVISIONS" shall be amended by adding the following paragraph:

Any person in breach or violation of these covenants, conditions and restrictions and any rules and regulations properly adopted by the Association, shall pay all costs and expenses, including attorney's fees, incurred by the Association or any other owner in enforcing their rights hereunder.

2. Amendments. Section 4 of ARTICLE XI entitled "AMENDMENTS" shall be amended in its entirety to clarify the requirements for amendment to the Declaration to read as follows:

Section 4. Amendments. At any time while any provision, covenant, condition or restriction contained in this Declaration or amendment thereto, is in force and effect, it may be amended or repealed by the Declarant, for so long as Declarant owns twenty-five percent (25%) or more of the Lots within the property, or, by the Association, after a duly held meeting of members of the Association wherein a majority of all Class A members and Class B members of the Association, entitled to vote thereon, have approved and adopted the amendment. The amendment shall be effected by the execution of a written document specifying the amendment and if made by Declarant, stating therein that the Declarant owns more than twenty-five percent (25%) of the Lots within the property and signed and duly acknowledged by the Declarant, and if by the Association, specifying the amendment, and reciting therein the number of votes entitled to be cast in favor of or against the amendment, the number of votes for the amendment and the number of votes against the amendment, and signed and duly acknowledged by the president or secretary of the Association.

3. Representation of Ownership. Declarant hereby represents that in connection with executing this Amendment, Declarant owns more than twenty-five percent (25%) of the Lots included within the property and that there are less than

seventy-five percent (75%) of the Lots included within the property owned by Class A members of the Association.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

GORGOZA PINES RANCH, INC.

By Floyd W. Stevens  
Floyd W. Stevens, President

STATE OF UTAH )  
 ) : ss.  
COUNTY OF SUMMIT )

On the 9th day of October, 1985, personally appeared before me Floyd W. Stevens, who being by me duly sworn, did say that he is the President of Gorgoza Pines Ranch, Inc., and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Floyd W. Stevens acknowledged to me that said corporation executed the same.

W. W. Hall  
Notary Public  
Residing at: Salt Lake City, Utah

My Commission Expires:

2.27.89

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