

FIRST AMENDMENT TO THE DECLARATION OF
RESTRICTIVE COVENANTS OF OMEGA
SUBDIVISION NO. 1
A SUBDIVISION IN RICH COUNTY, UTAH

THIS FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS of Omega Subdivision No. 1 is made and executed this 22 day of March, 1978, by Omega Properties, a Utah limited partnership.

WITNESSETH:

WHEREAS, Omega Properties, a Utah limited partnership (hereinafter sometimes referred to as "Omega"), is the owner (less lots heretofore conveyed by Omega) of the following-described real property situated in Rich County, State of Utah

All of Omega Subdivision No. 1 according to the official plat thereof on file in the office of the County Recorder of Rich County, State of Utah,

and

WHEREAS, Omega established and adopted a Declaration of Restrictive Covenants for Omega Subdivision No. 1; and

WHEREAS, the Declaration of Restrictive Covenants of Omega Subdivision No. 1 was recorded on August 20, 1974, as Filing No. F 14,550 in Book L-2, page 207, in the office of the Recorder of Rich County, Utah; and

WHEREAS, Omega deems it advisable to amend the Declaration of Restrictive Covenants of Omega Subdivision No. 1 as hereinafter provided.

NOW, THEREFORE, the Declaration of Restrictive Covenants of Omega Subdivision No. 1 is hereby amended as follows:

1. Paragraph IV.A. is hereby amended by deleting the paragraph as it presently exists and by substituting in lieu

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Filed April 4, 1978 FILING #18,7
At 10:30 AM In Book Z 2 Page 2:
See #702 Zorra B. Jessop, Rich County Recorder
Z.B.S.

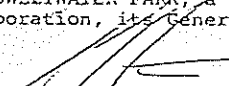
owner in conformity with all rules and regulations as may be adopted by Omega or any other proper authority. Outside use will be prohibited except for emergency use in starting trees and shrubs. The lot owner will be required to pay to Omega a reasonable water connection fee currently set a Three Hundred Fifty Dollars (\$350.00) per connection."

3. Except as herein specifically provided, all provisions of the Declaration of Restrictive Covenants of Omega Subdivision No. 1 shall remain unaffected and shall continue in full force and effect.

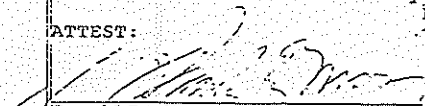
IN WITNESS WHEREOF, Omega Properties has caused this First Amendment of the Declaration of Restrictive Covenants of Omega Subdivision No. 1 to be executed the day and year first above written.

OMEGA PROPERTIES,
a Utah limited partnership

BY SWEETWATER PARK, a Utah
corporation, its General Partner

By 
Brian C. Swinton, President

ATTEST:


Frank E. Moss, Jr.,
Secretary

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

On the 22ND day of MARCH, 1978, personally appeared before me BRIAN C. SWINTON and FRANK E. MOSS, JR., who, being by me duly sworn, did say that they are the President and Secretary, respectively, of Sweetwater Park, a Utah corporation, the General Partner of Omega Properties, a Utah limited partnership, and that the within and foregoing First Amendment to the

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