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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
FCS COMMUNITY MANAGEMENT  
PO BOX 5555  
DRAPER UT 84020  
BY: EAP, DEPUTY - MA 3 P.

WHEN RECORDED RETURN TO:  
Rosecrest Village HOA  
c/o FCS Community Management  
PO Box 1029  
West Jordan, UT 84084  
(801) 256-0465

**FIRST AMENDMENT TO AMENDED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,  
OF  
ROSECREST VILLAGE TOWNHOMES**

This Amendment to Amended Declaration of Covenants, Conditions and Restrictions, of Rosecrest Village Townhomes is executed by Rosecrest Village L.L.C., Inc., a Utah Corporation ("Declarant").

**RECITALS**

A. The Amended Declaration of Covenants, Conditions and Restrictions of Rosecrest Village Townhomes was recorded in the office of the County Recorder of Salt Lake County, Utah on November 21, 2006 as Entry No. 9916077 Book 9383 Pages 7780-7818, of the official records (the "Declaration").

B. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. All of the voting requirements to amend the Declaration have been satisfied.

D. The Developer has the right to amend the Declaration pursuant to Section 5(a) of Article XII of the Declaration.

E. The Association desires to set forth the nature and incidents of ownership of the real estate and recreational amenities in the Project.

**A M E N D M E N T**

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, the Association hereby executes this Amendment to Amended Declaration of Covenants, Conditions and Restrictions, of Rosecrest Village Townhomes for and on behalf of and for the benefit of all of the Owners and Members of the Rosecrest Village Townhomes Homeowners Association.

**Article VII Section 21 of this Declaration is hereby added as follow:**

VIII. ARCHITECTURAL CONTROL. The following provision is added to the Declaration as Article VII Section 21:

**(c) Satellite Dishes.** Satellite Dish installations are subject to FCC regulations and the rights afforded to homeowner associations to control their location. The satellite dish installer and resident will need to make every effort to insure the dish and wire placement is installed in a method that will not be visible from street views. Mounting location choice should also minimize views from sidewalks, parks and other common area. In any situation where roof mounting becomes necessary a distance of seven (7) vertical feet below the roof top/ridgeline will be required. For wall mounting procedures a distance of five (5) feet away from building corners will need to be maintained. The satellite dish will need to be painted the color of the surrounding mounting surface. **The satellite dish approved mounting locations map will need to be adhered to along with the following building type specifications:**

- **Clusters**
  - Dish will need to be mounted below roof line.
- **Courtyards**
  - Dish will need to be mounted on the garage roof area.
- **Gardens**
  - Dish will need to be mounted on the lowest back roof.
  - Bldg 49-51 will need to mount dish on the upper front roof.
- **Live/Work**
  - Dish will need to be mounted on the rear of the building no higher than 9 feet off the ground.
- **Townhome**
  - Dish will need to be mounted on the lowest roof on the back of the building.

If there are any situations that arise from these mounting procedures that do not allow for a clear signal please contact the HOA management for a possible variance.

**IV.  
CONFLICTS**

In the event of any conflict, inconsistency or incongruity between the provisions of this Amendment and the provisions of the Declaration, the former shall in all respects govern and control.

V.  
INCORPORATION

It is expressly agreed that this amendment is supplemental to the Declaration, which is by reference made a part hereof, and all the terms, conditions, and provisions thereof, unless specifically modified herein, continue to apply and are made a part hereof as though they were expressly rewritten, incorporated and included herein.

VI.  
EFFECTIVE DATE

The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand this 9<sup>th</sup> day of ~~September~~, 2008.  
December

DECLARANT:  
ROSECREST VILLAGE L.L.C., INC.

By: [Signature]  
Name: Michael Bradshaw  
Title: Vice President of Development

ACKNOWLEDGMENT

STATE OF UTAH            )  
  ss:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of ~~September~~, December, 2008 by Michael Bradshaw, the Vice President of Development of ROSECREST VILLAGE LLC., INC. a Utah corporation, and said Michael Bradshaw duly acknowledged to me that said ROSECREST VILLAGE, LLC., INC. executed the same.

[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake County  
My Commission Expires: April 8, 2012

