

FIRST AMENDMENT TO THE DECLARATION OF
RESTRICTIVE COVENANTS OF SWEETWATER
PARK SUBDIVISION NO. 8, A
SUBDIVISION IN RICH
COUNTY, UTAH

THIS FIRST AMENDMENT to the Declaration of Restrictive Covenants of Sweetwater Park Subdivision No. 8 is made and entered into this 14th day of February, 1973.

WITNESSETH:

WHEREAS, Sweetwater Incorporated, a Utah Corporation (hereinafter sometimes referred to as the "Corporation") is the owner of the following described real property situated in Rich County, State of Utah:

All of Sweetwater Park Subdivision No. 8 according to the official plat thereof on file in the office of the County Recorder of Rich County, State of Utah.

and

WHEREAS, Sweetwater Park Subdivision No. 8 is a part of a larger recreational development known as Sweetwater Park at Bear Lake, situated in Rich County, State of Utah (hereinafter sometimes referred to as the "Development") which it is contemplated will ultimately include several subdivisions, a marina and other resort and recreational facilities; and

WHEREAS, the Corporation has subdivided the land described above into lots, streets and common areas as designated in said plat of Sweetwater Park Subdivision No. 8; and

WHEREAS, on the 14th day of December, 1972, the Corporation established and adopted a Declaration of Restrictive Covenants as part of a plan for the improvement and benefit of Sweetwater Park Subdivision No. 8 and the Development, and for the protection and benefit of the Corporation and any and all future owners of interests in said real property;

WHEREAS, the Declaration of Restrictive Covenants of Sweetwater Park Subdivision No. 8 was filed with and recorded by the County Recorder of Rich County, State of Utah, on the December 19, 1972, as Filing No. F13350, Book H-2, Page 700, Records of Rich County, State of Utah; and

WHEREAS, it is the desire of the Corporation to amend the Declaration of Restrictive Covenants of Sweetwater Park Subdivision No. 8 as hereinafter provided.

NOW, THEREFORE, the Declaration of Restrictive Covenants of Sweetwater Park Subdivision No. 8 is hereby amended as follows:

1. Paragraph IV. B. is hereby amended by deleting paragraph IV. B. as it presently exists by substituting in lieu thereof the following:

"IV.B. Water. Culinary water shall be supplied by the Corporation to a point adjacent to each lot on the road or on easement lines indicated on the Subdivision Plat, and the owner of each lot shall be required, at said owner's expense, to install pipelines connecting the dwelling on the owner's lot to such a point. Culinary water shall be supplied to the connection point to an owner's lot, as shown by the easement lines on the Subdivision Plat, by

August 31, 1974, or within 30 days after an approved building permit issued by Rich County, Utah, is supplied to the Corporation by said lot owner, whichever is the last to occur. Water shall be accepted and used by said owner in conformity with all rules and regulations as may be adopted by the Corporation or any other proper authority. Outside use will be prohibited except for emergency use in starting trees and shrubs."

2. Paragraph IV. C. is hereby amended by deleting paragraph IV. C. as it presently exists by substituting in lieu thereof the following:

"IV.C. Electricity. Electricity shall be supplied by the Corporation to certain points within the Subdivision, as shown by the easement lines on the Subdivision Plat, and the owner of each lot shall be required to install, at the owner's expense, such lines as are necessary to connect the dwelling on the owner's lot to such a point. Electricity shall be supplied to the connection point to an owner's lot, as shown by the easement lines on the Subdivision Plat, by August 31, 1974, or within 30 days after an approved building permit, issued by Rich County, Utah, is supplied to the Corporation by said lot owner, whichever is the last to occur. All electricity lines must be installed underground, including the lines from the connection point, as shown by the easement lines on the Subdivision Plat, to the owner's dwelling."

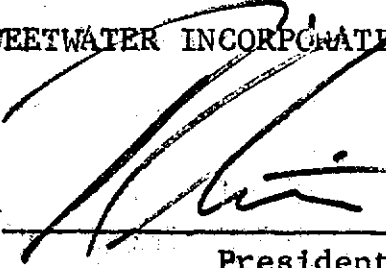
3. Except as herein specifically provided, all provisions of the Declaration of Restrictive Covenants of Sweetwater Park Subdivision No. 8 shall remain unaffected and shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to the Declaration of Restrictive Covenants of

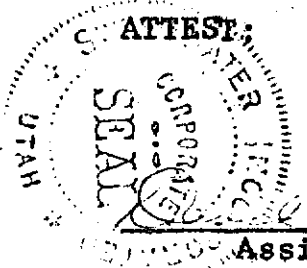
Sweetwater Park Subdivision No. 8 the day and year first
above written.


SWEETWATER INCORPORATED

By



President

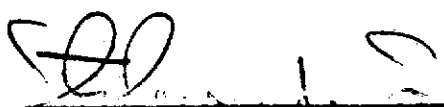


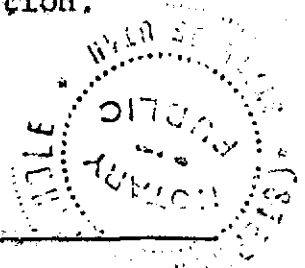


Assistant Secretary

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

On the 14th day of February, 1973, personally appeared before me BRIAN C. SWINTON and DAVID L. GILLETTE, who, being by me duly sworn, did say that they are the President and Assistant Secretary, respectively, of Sweetwater Incorporated, a Utah corporation, and that the within and foregoing First Amendment to the Declaration of Restrictive Covenants of Sweetwater Park Subdivision No. 8 was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said BRIAN C. SWINTON and DAVID L. GILLETTE duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.


NOTARY PUBLIC
Residing at Salt Lake City, Utah



My Commission Expires:

July 17, 1975