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FIRST AMENDMENT TO THE DECLARATION OF
RESTRICTIVE COVENANTS OF OMEGA
SUBDIVISION NO. 2
A SUBDIVISION IN RICH COUNTY, UTAH

THIS FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS of Omega Subdivision No. 2 is made and executed this 22nd 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. 2 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. 2; and

WHEREAS, the Declaration of Restrictive Covenants of Omega Subdivision No. 2 was recorded on August 20, 1974, as Filing No. F 14,552 in Book L-2, page 224, 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. 2 as hereinafter provided.

NOW, THEREFORE, the Declaration of Restrictive Covenants of Omega Subdivision No. 2 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

Recorded April 4, 1978 Filing No. F18,782
At 10:35 AM In Book 22 Page 280
Fee \$7.00 Zerea B. Jessop, Rich County Recorder

Handwritten signature or initials: Z.B.J.

thereof the following:

"A. Sewage. Sewer lines shall be supplied by Omega to a point adjacent to each lot on any part of 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. Sewer lines shall be supplied to the connection point to an owner's lot, as shown by the easement lines on the Subdivision Plat, by December 31, 1980, or within thirty (30) days after an approved building permit issued by Rich County, Utah, is supplied to Omega by said lot owner, whichever is the last to occur. Sewer lines shall be accepted and used by said owner in conformity with all rules and regulations as may be adopted by Omega or any other proper authority. The lot owner shall be required to pay to Omega a reasonable sewer connection fee currently set at Seven Hundred Fifty Dollars (\$750.00) per connection."

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

"B. Water. Culinary water shall be supplied by Omega to a point adjacent to each lot on any part of 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 December 31, 1980, or within thirty (30) days after an approved building permit issued by Rich County, Utah, is supplied to Omega 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 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 at 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. 2 shall remain unaffected and shall continue in full force and effect.

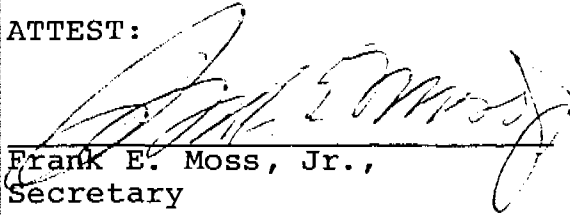
IN WITNESS WHEREOF, Omega Properties has caused this First Amendment of the Declaration of Restrictive Covenants of Omega Subdivision No. 2 to be executed the day and year first above written.

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

Declaration of Restrictive Covenants of Omega Subdivision No. 2 was signed on behalf of said corporation by authority of a resolution of its Board of Directors and said BRIAN C. SWINTON and FRANK E. MOSS, JR. 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:

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