

OCT 17 2008

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Recorded _____ Filing No. **75687**

At **1:50** ~~PM~~ in Book **R10** Page **0438**

Fee **25.00** Debra L. Ames Rich County Recorder

Requested by Adamson & Hogan, LLC

WHEN RECORDED RETURN TO:
Debra Griffiths Handley
Dart Adamson & Donovan
370 East South Temple #400
Salt Lake City, Utah 84111

**FIRST AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SWAN CREEK VILLAGE**

This First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Swan Creek Village is made and entered into by and among the Members of the Swan Creek Village Homeowners Association at a duly called Annual Meeting on the 21st day of September, 2007.

RECITALS

A. Swan Creek Homeowners Association (referred to as the "Declarant" and/or the "Association") is a Utah nonprofit corporation formed under the auspices of the Utah Revised Nonprofit Corporation Act ("the Act"), Utah Code Annotated section 16-6a-101, et seq. and the Utah Community Association Act, Utah Code Annotated, section 57-8a-101, et seq.

B. The original Declaration of Reservations, Restrictions and Covenants of Swan Creek Village (the "Old Declaration") was recorded in the Office of the County Recorder, Rich County, Utah, on January 2, 1980, Entity No. F22,023, Book No. L3, starting at Page 109.

C. The Old Declaration was amended and recorded in the Office of the County Recorder, Rich County, Utah, on November 23, 1981, Entity No. 26928, Book No. G4, at Page 060.

D. The Old Declaration was further amended and recorded in the Office of the County Recorder, Rich County, Utah, on March 18, 2005, Entity No. 65423, Book No. 29 at Page 1868.

E. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Swan Creek Village (the "New Declaration") was recorded in the Office of the County Recorder, Rich County, Utah, on October 3, 2008, Filing No. 75597, Book No. R10, starting at Pages 73-93.

F. The New Declaration fully incorporated and restated all unamended parts of the Original Declaration, as amended, subject to certain amendments therein. Therefore, the Original Declaration, as amended, is considered superseded by the New Declaration.

G. The New Declaration governs that certain real property located in Rich County, Utah, and more particularly delineated on the plats recorded concurrently with the Original

Declaration, as amended, as Exhibit A (Plat 1 for Phase 1 of Swan Creek Village) and Exhibit B (Phase 2 of Swan Creek Village).

H. The New Declaration, as amended, shall also ultimately govern that certain real property known as the El L Co Terrace Subdivision, located in Rich County, Utah, previously governed by the El Lco Terrace Homeowners Association. By a vote of its Members and Declarant's Members, the El L Co Terrace Homeowners Association, a Utah nonprofit corporation, shall merge into the Swan Creek Homeowners Association. El L Co Terrace consists of 21 Lots and will be formally annexed by Declarant under a separate Declaration of Annexation.

I. This document is intended to amend the New Declaration, has been duly approved on September 21, 2007 at the Annual Meeting of the Association by the Members as required in section 9.2 of the New Declaration and signed and acknowledged pursuant to the requirements of the Act and the Association's Bylaws.

AMENDMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Members thereof, the Members of the Association hereby adopt this First Amendment to the New Declaration. The New Declaration shall be amended as follows:

Article 2 of the New Declaration shall be deleted in its entirety and the following language is substituted in lieu thereof:

ARTICLE 2

ARCHITECTURAL CONTROL

2.1 Architectural Committee. For the purpose of further insuring the development of the lands so platted as an area of high standards, there shall be formed an Architectural Committee (hereinafter sometimes referred to as "Committee") which shall have the power to control the Improvements placed on each Lot as well as to make such exceptions to these reservations and restrictions as the committee hereinafter designated, shall deem necessary and proper. From time to time, the Committee shall prepare and disseminate architectural and landscape guidelines.

2.2 The Architectural Committee shall be organized to act under the authority and pleasure of the Association. Committee Members shall be subject to removal by the Board of Trustees of the Association, and any vacancies from time to time existing shall be filled by appointment by the Association's Board of Trustees.

2.3 Whether or not a provision is specifically stated in any conveyance of a Lot made by the Declarant, the Owner or occupant of each and every Lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no Dwelling, building, wall, or other structure shall be placed upon a Lot unless and until the plans and specifications therefore and

Lot plans have been approved in writing by the Committee. Each such Dwelling, building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and Lot plans so approved. Refusal of approval of plans and specifications by such committee may be based on any ground, including purely esthetic grounds which, in the sole and uncontrolled discretion of the Committee shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval.

2.4 There shall be submitted to the Committee a building application on forms approved by the Committee together with two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alterations of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include Lot plans showing the location on the Lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the scheme for roofs and exteriors thereof and proposed landscaped planting. The Committee shall set a filing fee which from time to time may be increased or decreased as needed.

2.5 Upon receipt of the application, the Committee must respond with any changes that are necessary for approval of the application within thirty (30) days.

2.5.1 If the Committee determines that no changes are required, or the Committee fails to respond within the first thirty (30) days upon receipt of the application, the application is deemed approved and a positive recommendation submitted to the Board of Trustees.

2.5.2 If the Committee determines changes are required, the Owner has up to sixty (60) days from date of notification to meet the Committee's requirements.

2.6 The Architectural Committee must submit a positive recommendation to the Board of Trustees and the Board must ratify the recommendation before any application for new construction, improvements or additions obtains final approval.

2.7 The entire approval process shall not exceed ninety (90) days.

2.8 Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

2.9 The Board of Trustees may provide by resolution that Members of the Architectural Committee shall be paid specified and reasonable compensation for their service as committee members. Unless provided, no salaries shall be paid.

2.10 Variances. The Board of Trustees may allow reasonable variances and

adjustments of these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent of this Declaration and adjustment will not be materially detrimental or injurious to the other property or improvements in the neighborhood, the subdivision or the development. The Member seeking the variance must have prior written approval from Rich County and/or any necessary governmental regulatory body before any variance will be approved by the Board of Trustees.

IN WITNESS WHEREOF, this First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Swan Creek Village have been adopted by the membership of the Swan Creek Village Homeowners Association, Inc. as of the 21st day of September, 2007.

**SWAN CREEK HOMEOWNERS
ASSOCIATION, INC.**



By: Lorin Thompson
Its: President

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

I hereby certify that on the 15 day of Oct, 2008, personally appeared before me Lorin Thompson, who, being by me first duly sworn, declared that he is the person who signed the foregoing document and that the statements therein contained are true.

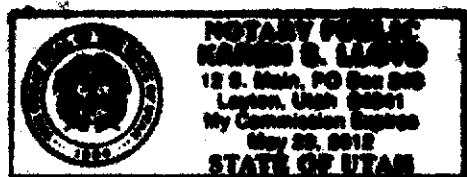

NOTARY PUBLIC

EXHIBIT A
SWAN CREEK VILLAGE PHASE 1

A tract of land in the West ½ of the Northeast ¼ of Section 8, Township 14 N, Range 5 E, Salt Lake Base & Meridian, Rich County, Utah, described as follows:

Beginning at the corner of Section 8, T. 14N, R. 5E. 2621.008 feet from the west ¼ corner of Section 8, and running thence S. 89° 15 '33" E. 1316.579 feet along the Southline of the Northeast ¼ of Section 8, more or less, to the Southwest, of the Southwest ¼ of the Northeast ¼ of Section 8; thence N. 0° 33'11"E. 1821.980 feet; thence N. 89°26'49" W., 110.000 feet; thence N. 0°33'11" E. 983.843 feet to the point of curvature of a 137.678 foot radius curve to the right. (Radius point bears S. 89°.26'49" E.); thence along the arc of said curve 101.356 feet (Delta=42°10'49") to the southwesterly right-of-way line of U.S. Highway 89; thence N. 47°16'00" W. along said right-of-way line 60.000 feet, to a point on a 197.678 foot radius curve to the left (radius point bears S. 47°16'00"E.); thence along the arc of said curve 145.527 feet (Delta=42°10'49"); thence S. 0°33'11" W. 938.843 feet; thence N. 89°26'49" W. 122.300 feet; thence S. 49°34'00" W. 343.800 feet; thence S. 32°04'00" W. 450.000 feet; thence S. 49°34'00" W. 382.000 feet; thence S. 0°34'00" 833.785 feet N. 89° 15'33" W. 77.850 feet to a point of tangency to a 200.893 foot radius curve to the right (radius bears N. 0° 44'27" E.); thence Northwesterly along said curve 191.195 feet (Delta= 54° 31'48") to the West line of the Northeast ¼ of said Section 8; thence S. 0°30'24" W. along said West line 254.322 feet to the point of beginning.

Containing 40.649 Acres - 96 Lots

EXHIBIT B
SWAN CREEK VILLAGE PHASE 2

A tract of land in Sections 5,6,7 and 8; Township 14N, Range 5E, Salt Lake Base & Meridian, Rich County, Utah, more particularly described as follows:

Beginning at the Southwest corner of Section 8, T.14N. R.5E, S. L. B. & M.; thence South 88° 51'27" East, on the South line of said Section 8, 2614.929 feet, more or less, to the South ¼ corner of said Section 8: thence North 00° 26'58" on the East line of the Southwest of said Section 8, 2674.052 feet; thence North 00° 30'24" East, 254.322 feet; thence on a curve to the left with a radius of 200.893 feet and a central angle of 54° 31'48", for an arc distance of 191.195 feet; thence South 89° 15'33" East, 77.850 feet; thence North 00° 34'00" East, 314.114 feet; thence on a curve to the right with a radius of 100.000 feet and a central angle of 57° 19'24", for an arc distance of 100.048 feet; thence North 15° 26'42" West 363.453 feet, more or less, to the centerline of the Garden City Canal; thence Northwesterly along the centerline of canal as follows: North 64° 47'56" West 93.916 feet; thence South 63° 17'27" West 221.015 feet; thence South 06° 48'08" West 22.000 feet to a point departing the Garden City Canal; thence on a curve to the right with a radius of 475.000 feet and a central angle of 22° 29'14" for an arc distance of 186.426 feet; thence North 60° 42'38" West 675.850 feet; thence on a curve to the right with a radius of 1775.000 feet and a central angle of 5° 17'06" for an arc distance of 163.730 feet; thence on a curve to the left with a radius of 247.157 feet and a central angle of 67° 14'44" for an arc distance of 290.077 feet; thence North 37° 44'52" West 303.325 feet; thence North 52° 15'08" East 65.716 feet, more or less, to the center of canal; thence Northerly along the centerline of canal as follows: North 18° 46'41" West 264.055 feet; thence North 28° 18'03" West 147.648 feet; thence North 01° 14'43" West 230.054 feet; thence North 13° 14'26" East 87.321 feet; thence North 07° 35'41" West 151.327 feet; thence North 26° 33'54" East 67.082 feet; thence North 08° 21'57" East 343.657 feet; thence North 40° 45'49" East 191.442 feet; thence North 19° 22'03" East 174.897 feet; thence North 02° 13'37" East 180.136 feet; thence North 11° 41' 22" West 148.071 feet; thence North 41° 11'09" West 53.151 feet; thence North 67° 55'56" West 199.625 feet; thence North 62° 47'02" West 196.787 feet; thence North 37° 59'55" West 177.597 feet; thence North 89° 36'10" West 690.283 feet departing the center of canal to a point on the West line of Section 5, T 14N, R.5E, S.L.B. & M.; thence continuing North 89° 36'10" West 264.000 feet; thence South 00° 23'50" West 1436.232 feet to a point on the South line of Section 6, T. 14N, R. 5E, S.L.B. & M.; thence South 00° 17'03" West 1334.485 feet; thence South 19° 27'02" West 1407.087 feet; thence South 89° 02'49" East 726.000 feet to the West ¼ corner of Section 8, T. 14N, R. 5E, S.L.B. & M.; thence South 00° 19'01" West 2665.475 feet, more or less, to the point of beginning.

EXCLUDING:

Beginning at a point that is South 89° 41'04" East 1248.29 feet from the West ¼ corner of Section 8, T. 14N, R. 5E, S.L.B. & M.; thence North 00° 24'10" East 1213.40 feet; thence North 89° 35'50" West 363.000 feet; thence South 00° 24'10" West 1194.58 feet; thence South 06° 21'26" West 1554.693 feet; thence South 83° 38'34" East 363.000 feet; thence North 06° 21'26" East 1573.632 feet to the point of beginning.

ACREAGE: 23.068 acres in exemption / 327.374 acres outside exemption. TATS:
470. Consisting of 470 Lots