

When Recorded Return To:  
Rosing Davidson Frost  
136 Heber Ave, Suite 205  
Park City, Utah 74060

**FIRST AMENDMENT TO  
DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND  
EASEMENTS OF  
EAST CREEK RANCH**

This first amendment to the Declaration of Covenants, Conditions, Restrictions, Reservations, and Easements of East Creek Ranch (the "First Amendment") is executed on MARCH 29, 2021 by the East Creek Ranch Homeowners Association, Inc., a Utah nonprofit corporation with an address of 6300 North Sagewood Drive, Park City, Utah 84098 (the "Association").

**RECITALS**

A. The Association is the homeowners association for the East Creek Ranch subdivision (the "Project").

B. The Declaration of Covenants, Conditions, Restrictions, Reservations, and Easements of East Creek Ranch was recorded with the Office of Recorder for Summit County on October 23, 2014 as Entry No. 01005500, Book 2262, Page 1158 (the "Declaration").

C. The Bylaws of East Creek Ranch Homeowners Association, Inc. were attached to the Declaration as Exhibit "C" and recorded therewith (the "Bylaws").

D. The Association now desires to amend the Declaration and Bylaws to clarify the rights and responsibilities contained therein.

E. Pursuant to § 13.2.2 of the Declaration, the Association has obtained the affirmative vote of at least sixty-seven percent (67%) of the Voting Interests in the Association necessary for the adoption of this First Amendment.

F. Unless otherwise defined herein, the capitalized terms in this First Amendment are defined in the Declaration.

**NOW, THEREFORE**, based on the foregoing Recitals, the Association adopts this First Amendment.

## AMENDMENT

1. Amendment No. 1. The following Section 7.1.1 is hereby added to § 7.1 of the Declaration:

7.1.1. Side and Rear Setback Exception. If the Accessory Structure is not more than two hundred (200) square feet in size, not more than twelve (12) feet in height, and does not contain livable space, such Accessory Structure must be located at least two (2) feet from the rear and side property lines.

2. Amendment No. 2. Section 7.5 of the Declaration is hereby deleted in its entirety and replaced with the following:

7.5 Landscaping Requirements. Every owner of a Lot shall be responsible for installing, within ninety (90) days of occupancy (weather permitting) or as soon thereafter as is reasonably practicable, and maintaining in good and attractive condition, landscaping on those portions of the Lot, which are visible from any street within the Property. All such landscaping must be completed no later than one (1) year from the date of occupancy. The Board is authorized to promulgate rules and standards for pre-approved landscaping configurations that do not require ARC approval provided that such rules and standards are fully complied with. Any portion of a Lot lying within a delineated wetland shall be left undisturbed and in its native condition.

3. Amendment No. 3: Section 7.8 and Exhibit "E" of the Declaration are hereby deleted in its entirety and replaced with the following:

7.8 Fences. Primary fencing shall be composed of wood, vinyl, and or simulated wood vinyl; provided however that woven or grid wire may be used as a secondary material. No fencing that exceeds three (3) feet in height shall be allowed to extend into a front yard (i.e., beyond the front of a Residence).

4. Amendment No. 4: Section 7.9(b) of the Declaration is hereby deleted in its entirety and replaced with the following:

7.9(b) RVs shall not be permitted on any Lot unless the RV can be and is parked wholly within enclosed garages as originally constructed by Declarant or approved by the ARC, or by fencing or landscaping, or a combination thereof that minimizes the view of the RV from adjacent Lots in a manner acceptable to the ARC. No more than a total of two (2) RVs may be parked on any Lot as permitted by this Section. No RV shall be permitted to be parked in a driveway for more than a consecutive seventy-two (72) hours without Regular Use. Regular Use is defined as at least one (1) multi-day trip away from the Lot in any seventy-two (72) hour period. For the purposes of this Section, moving an RV parked in a driveway to a back or side yard location, another Lot or roadway within any area covered by the Declaration is not considered Regular Use. Any covers for RVs shall be fitted covers and not unfitted tarps. "RV" is hereby defined as a recreational vehicle, boat, camper, motor home, or other similar vehicle or item specifically designed or

intended for recreational use and not for normal everyday transportation. Class B vehicles that do not exceed 7'W x 12'H x 25'L shall be defined as Vans and are exempt from RV parking restrictions.

5. Amendment No. 5. Section 7.18 of the Declaration is hereby deleted in its entirety and replaced with the following:

7.18 Holiday Lights. Traditional holiday lights and/or decorations which may be viewed from other portions of any Lot may be attached or installed by an Owner in a reasonable manner and in reasonable locations on the exterior of his or her Residence or other portion of a Lot, provided that such installation shall not be permitted to alter or damage the Residence or any Improvement on the Lot itself. Such holiday lights and/or decorations shall be subject to all applicable ordinances and subject further to such Rules as may be promulgated from time to time by the Board in its reasonable discretion.

6. Amendment No. 6. Section 7.21 of the Declaration is hereby deleted in its entirety and replaced with the following:

7.21 Radio and Television Antennas and Satellite Dishes. Subject to applicable law, Satellite dishes may be installed without ARC approval, if all of the following conditions are met: (a) the satellite dish shall be no larger than thirty-nine (39) inches in diameter; (b) the satellite dish cable/cord color shall reasonably match the body color of the home; (c) the cable wiring casing must be installed in a professional manner and cord, cables, wires and dish must be properly and tightly mounted and secured with gap; and (d) the satellite dish must be located in an inconspicuous location at the rear of the Residence near the roof eaves. If all of these conditions cannot be met, then ARC review and approval will be required, subject to applicable law.

7. Amendment No. 7. Section 6.1(c) of the Bylaws is hereby deleted in its entirety.

8. Remaining Provisions. Except as modified by this First Amendment, all other provisions of the Declaration and the Bylaws shall remain in full force and effect.

9. Effective Date. This First Amendment is effective upon recording with the Office of Recorder for Summit County, Utah.

*(signature page follows)*

IN WITNESS WHEREOF, the undersigned officer of the Association hereby certifies that the Board of Directors has obtained the affirmative vote of the Owners holding at least sixty-seven percent (67%) of the Voting Interests of the Association consistent with the requirements of the Declaration and the Utah Community Association Act.

EAST CREEK RANCH HOMEOWNERS ASSOCIATION, INC.

By: [Signature]

Name: Tony Tyler

Its: President

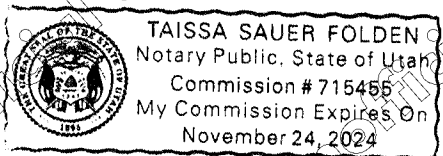
STATE OF UTAH )  
COUNTY OF Summit )

ss Columbus Pacific office

The foregoing instrument was acknowledged before me this 21 day of March, 2021, by Tony Tyler, who by me being duly sworn, did say that he/she is the President of the East Creek Ranch Homeowners Association, Inc.

Taissa Folden  
Notary Public

[Signature]



LEGAL DESCRIPTION

All Lots within the Silver Creek Estates, Unit "I" Plat Recorded as Entry number 100552 on March 3, 1965 in the office of the County Recorder of Summit County Utah, and any other plat map(s) of additional parcel(s) subsequently recorded, as said plat map(s) may from time to time be amended or supplemented of record.

Parcel Numbers:

SL-I-1-1	SL-I-2-7	SL-I-2-26	SL-I-4-9
SL-I-1-2	SL-I-2-8	SL-I-2-27	SL-I-4-10
SL-I-1-3	SL-I-2-11	SL-I-2-29	SL-I-4-11
SL-I-1-4	SL-I-2-9	SL-I-2-28	SL-I-4-12
SL-I-1-5	SL-I-2-12	SL-I-2-30	SL-I-4-13
SL-I-1-6	SL-I-2-13	SL-I-2-31	SL-I-4-14
SL-I-1-7	SL-I-2-14	SL-I-2-32	SL-I-4-15
SL-I-1-8	SL-I-2-15	SL-I-2-33	SL-I-4-16
SL-I-1-11	SL-I-2-16	SL-I-2-34	SL-I-2-22
SL-I-1-9	SL-I-2-17	SL-I-2-35	SL-I-2-23
SL-I-1-10	SL-I-2-18	SL-I-2-36	SL-I-2-10
SL-I-1-13	SL-I-2-19	SL-I-2-38	SL-I-2-37
SL-I-1-12	SL-I-2-20	SL-I-2-39	SL-I-4-8
SL-I-1-14	SL-I-2-21	SL-I-4-6	SL-I-2-5
SL-I-2-3	SL-I-2-24	SL-I-4-7	SL-I-2-2
SL-I-2-4	SL-I-2-25		
SL-I-2-6			