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**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE CREST SINGLE
FAMILY HOMES AND PLANNED UNIT DEVELOPMENT**

In Box Elder County, Utah

THIS AMENDMENT ("Amendment"), made on the 18th day of March 2009, amends that certain *Declaration of Covenants, Conditions and Restrictions for Eagle Crest Single Family Homes and Planned Unit Development* recorded on July 3, 2001, as Entry No. 154744 in the Box Elder County Recorder's Office (the "Declaration") relating to the Property described in Exhibit "A" hereto.

RECITALS

A. The Eagle Crest Single Family Homes Association (the "Association"), a Utah nonprofit corporation, has been lawfully established by filing Articles of Incorporation with the Utah Division of Corporations and Commercial Code;

B. The Board of the Association has determined that the Declaration is in need of amendment. The Board has determined that at least at least two-thirds of all Class A membership votes, which members were present in person or represented by proxy and were entitled to vote at the meeting duly called for amending the Declaration have voted to amend the Declaration;

C. The Board, under Section 9.5 of the Declaration, hereby certifies the vote of owners and approves the filing of this Amendment.

NOW THEREFORE, Section 6.4(b) of the Declaration is hereby Amended in its entirety to read as follows:

6.4 Landscape Maintenance.

(b) Lawn Care Maintenance on Eagle Crest Property. The lawns on all Eagle Crest Lots within the Landscape Easement shall be maintained by the Association, including mowing, aeration, fertilization, and sprinkler repair services. Notwithstanding the forgoing, Eagle Crest Owners may elect to opt out of Association provided mowing services and assume responsibility for mowing their own lots. The Association fees for Owners will reflect the cost of Association provided mowing services provided to each individual Owner. Regardless of the election of any Owner under this provision, the cost of lawn care and landscape maintenance for Eagle Crest common areas will continue to be shared equally among all Owners.

(i) Owners choosing to opt out of Association provided mowing services must deliver written notice of such election to the Association on or before January 31st of each year. For the year, 2009, the written election must be delivered to the Association on or before March 31, 2009. The yearly election is binding on Owners and Owners' heirs or successors in interest.

(ii) Owners assuming responsibility for their own mowing must mow the lawn located within the boundaries of their lot in a manner consistent with other lawns throughout the Eagle Crest community.

(iii) Owners assuming responsibility for their own mowing must mow their lawns weekly.

(iv) If any Owner assuming responsibility for his own mowing fails to mow the lawn on Owner's lot as set out herein, the Association will send a warning letter to the Owner. If, after the warning letter, an Owner continues to fail to maintain the lawn on the Owner's lot as set out herein, the Association will assume responsibility for mowing on the Owner's lot. In that case, Owner's Association fees will be adjusted to reflect the cost of Association provided mowing services provided to the Owner.

(v) Any dispute regarding mowing standards or landscape standards shall be submitted to the Architectural Control Committee or a Landscape Committee established by the Association.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

DATED this 20 day of March 2009.




JOSIE BETH ARCHIBALD
Chairperson of the Board of Directors
Eagle Crest Single Family Homes Association

STATE OF UTAH)
 : ss.
County of Cache)

On the 20 day of March 2009 personally appeared before me JOSIE BETH ARCHIBALD, in her capacity of Chairperson of the Board of Directors of Eagle Crest Single Family Homes Association, the signer of the within instrument, who duly acknowledged to me that she executed the same.





Notary Public

EXHIBIT "A"

Legal Description of Eagle Crest Property

A PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE NORTH LINE OF 950 SOUTH STREET, SAID POINT OF BEGINNING LOCATED S 89°46'00" E 181.25 FEET ALONG THE CENTERLINE OF 950 SOUTH STREET AND N 00°14'00" E 30.00 FEET FROM A MONUMENT MARKING THE CENTERLINE INTERSECTION OF 500 EAST STREET AND 950 SOUTH STREET IN BRIGHAM INTERMOUNTAIN DEVELOPMENT, PLAT B, SAID POINT OF BEGINNING ALSO LOCATED N 00°14'00" E 60.00 FEET AND N 89°46'00" W 252.58' ALONG THE NORTH LINE OF 950 SOUTH STREET FROM THE SW CORNER OF EAGLECREST TOWNHOMES, A PLANNED RESIDENTIAL UNIT DEVELOPMENT, SAID POINT OF BEGINNING ALSO LOCATED S 00°00'00" W 1821.99' AND N 89°46'00" W 252.58' ALONG THE NORTH LINE OF 950 SOUTH STREET FROM THE NORTHEAST CORNER OF SAID SECTION 25;

AND RUNNING THENCE N 89°46'00" E 95.00 FEET ALONG THE NORTH LINE OF 950 SOUTH STREET; THENCE 39.27 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, LONG CHORD BEARS N 44°46'00" W 35.36 FEET; THENCE N 00°14'00" E 373.51 FEET ALONG THE EAST LINE OF 500 EAST STREET; THENCE S 89°46'00" E 39.02 FEET; THENCE S 39°46'00" E 125.98 FEET; THENCE S 00°14'00" W 300.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES AND 6 LOGS.

A PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 2 WEST, S.L.B.&M.

✓ BEGINNING AT A POINT LOCATED S 88°24'04" E 2.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 33, PARTIAL AMENDMENT TO BRIGHAM INTERMOUNTAIN DEVELOPMENT PLAT A, SAID POINT OF BEGINNING LOCATED ON THE EAST LINE OF SAID PARTIAL AMENDMENT TO BRIGHAM INTERMOUNTAIN DEVELOPMENT PLAT 1; AND RUNNING THENCE S 00°14' W 820.43 FEET ALONG THE EAST LINE OF SAID PARTIAL AMENDMENT TO BRIGHAM INTERMOUNTAIN DEVELOPMENT PLAT A TO THE NORTH LINE OF 850 SOUTH STREET; THENCE ALONG SAID NORTH LINE OF 850 SOUTH STREET N 89°46'00" W 208.77 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF 30 FOOT RADIUS CURVE TO THE RIGHT 46.38 FEET (CHORD BEARS N

45°28'37" W 41.90 FEET); THENCE NORTHERLY ALONG THE ARC OF A 294.16 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 7.34 FEET (CHORD BEARS N 0°28'22" W 7.34 FEET); THENCE ALONG THE EAST LINE OF 400 EAST N 0°14'30" E 623.69 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 175.31 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 141.84 FEET (CHORD BEARS N 25°25'13" E); THENCE NORTHEASTERLY ALONG THE ARC OF A 230.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 48.54 FEET (CHORD BEARS N 40°33'09" E 48.45 FEET) TO THE SOUTHWEST CORNER OF LOT 33 OF PARTIAL AMENDMENT TO BRIGHAM INTERMOUNTAIN DEVELOPMENT PLAT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 33 S 88°24'04" E 153.12 FEET TO THE POINT OF BEGINNING. CONTAINING 4.40 ACRES AND 34 LOTS.

BASIS OF BEARING IS THE CENTERLINE OF 700 SOUTH FROM MAIN STREET TO 400 EAST STREET WHICH BEARS S 88°24'04" E AND THAT STRAIGHT SECTION OF 400 EAST STREET WHICH LIES BETWEEN 750 SOUTH STREET AND 850 SOUTH STREET WHICH BEARS S 0°14'30" W.