

COVENANTS CONDITIONS AND RESTRICTIONS

FOR

**SILVER SPRINGS SINGLE FAMILY
HOMEOWNERS ASSOCIATION**

**Compiled Clarification for Declaration of
Covenants, Conditions and Restrictions
For Silver Springs Development Subdivisions**

This clarification of the Covenants, Conditions and Restrictions (CC&R's) for Silver Springs Subdivisions has been prepared by the 1993 Silver Springs Single Family Homeowner Association Board of Trustees for the Association membership. In no case is this clarification meant to replace the official documents which are recorded at the Summit County Recorders Office. The intent of providing this clarification is merely to provide the Association membership, in a single document, with the current contents of the CC&R's governing the Association.

Several documents have been utilized to prepare this clarification. The following is a brief summary of each of the documents:

1. The original Declaration dated July 6, 1979, recorded on July 16, 1979, as Entry #157620 in Book M137, Pages 104-121. This declaration was submitted by Vern Hardman, President of S.S.D., Inc. The document is the improvement plan for Lot 1 through 64 of the development.
(All amendments will be made and shown compared to this initial document in this clarification.)
2. A supplementary declaration dated January 9, 1981, recorded on January 9, 1981, as Entry #175088 in Book M178, Pages 273-275. This declaration was submitted by Vern Hardman Jr., Partner of S.S.D., Inc. The document annexes lots 65 through 171 to become subject to the original declaration.
3. An amended declaration dated January 25, 1981, recorded on January 26, 1981, as Entry #176773 in Book M180, page 705. This declaration was submitted by Vern Hardman Jr., Partner of S.S.D., Inc. This document annexes lots 65 through 171 to become subject to the original declaration as a correction to the legal description of the supplementary declaration dated January 9, 1981.
4. An amended declaration dated April 15, 1982, recorded on April 16, 1982, as Entry #190493 in Book M217, Pages 482-517. This declaration was submitted by Jams Cretan, Alta Title Company. The document establishes Alta Title Company as a trustee successor in interest to S.S.D., Inc., and amends the wording within the original.
5. An amendment to the amended declaration dated June 25, 1982, recorded on July 6, 1982, as Entry #193368 in Book M225, Pages 194-197. The amendment includes an agreement dated June 25, 1982, recorded on July 6, 1982, as Entry #193367 in Book M225, Pages 191-193. This declaration was submitted by James Crestani, Alta Title Company. The document makes wording changes within the original.
6. An amended declaration dated October 14, 1985, recorded on January 16, 1986, as Entry #244975 in Book M370, Pages 267-275. This declaration was submitted by the Board of Trustees of the Silver Springs Homeowner's Association, Bill Ligety, Dale Boschetto, Ron Kobler, Luch Murphy, Fred Wasilewski, Gregory Vinson, and Elmer Sandberg. This document revises the wording within the amended declaration of April 15, 1982 as a result of a meeting and approval by a majority of the association members.
7. An amendment to the amended declaration dated May 6, 1989, recorded on June 26, 1989 as Entry #309692 in Book M525, Pages 672. This declaration was submitted by Rick Hovey and James Mitchell on behalf of the Board of Trustees as a result of approval by the Board of Trustees. This document makes working changes to Article VII.
(The 1993 Board of Trustees has reviewed this document and declared the document and its contents illegal. The required approval by a majority of Association members to amend the CC&R's was neither solicited, nor gained. The Board of Trustees will rescind this amendment.)
- 7a. An amended declaration dated February 15, 1991, recorded on May 2, 1991, as an Entry in Book M606, Pages 314-316. This document revised Article VII, Section 9, Building and Landscaping Restrictions, and Article X, Section 2, Land Use and Building Type, as a result of a meeting and approval by the majority of the Association members.
8. An amendment to the amended declaration dated February 8, 1993, recorded on May 23, 1994, as Entry #405079 in Book 807, Pages 765-766. This declaration was submitted by the Board of Trustees of the Silver Springs Single Family Homeowners Association, Fred Stayrook, Karen Schoepoerster, Ellen Reich, Rick Klein, Marion Boland, Robert Carson, and Harley Paulson. This

document revises the wording within the amended declaration of April 15, 1982 as a result of a meeting and approval by a majority of the Association members.

9. An amendment to the amended declaration dated November 10, 1994, recorded on November 17, 1994, as Entry #419440 in Book M851, Pages 334-339. this declaration was submitted by the Board of Trustees of the silver Springs Single Family Homeowners Association, Fred Stayrook, Polly Reynolds, Ron Yokubison, Richard Callahan, Rick Klein, Marion Boland, and Harley Paulson. This document revised the wording within the amended declaration of April 15, 1982 as a result of a meeting and approval by a majority of the Association members.

Where text has been inserted into the original, the inserted text will appear as text which has been inserted. All of these amendments will be referenced by footnotes throughout the documentation which follows. The footnote reference will appear at the end of the inserted text.

COMPILER'S NOTES:

Every attempt has been made to assure that this clarification is an exact representation of the original documents. Where original document misspellings and punctuation errors were made and obvious, the error was duplicated in this document.

Any other errors of omission or commission are unintentional and not intended to misrepresent either the spirit or the letter of the original documents. Please use this clarification as a comparison to the original documents to evaluate the effectiveness of the clarification.

Any requirement to utilize Association documentation in matters of law will require copies of the original documents. This clarification, based upon the compilation of the documents, has no legal standing.

Special Note:

Modifications appear as redlined items in the text.

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SILVER SPRINGS DEVELOPMENT SUBDIVISIONS

SUMMIT COUNTY, UTAH

THIS DECLARATION made this 6th day of July, 1979, by S.S.D., Inc., a Utah Corporation, hereinafter referred to as "Declarant":

THIS SUPPLEMENTARY DECLARATION made this 9th day of January, 1981, by SSD Partnership, a Utah Partnership, hereinafter referred to as "Declarant"^{2,3}

This Amended Declaration is made this 15th day of April, 1982, by Alta Title Co. hereinafter referred to as "Declarant":⁴

This Amendment to Amended Declaration is made this 25th day of June, 1982, by Alta Title Company, hereinafter referred to as "Declarant".⁵

On the 14th day of October, 1985, a meeting of the Members of the Silver Springs Homeowner's Association was held at the Parleys Park Elementary School in Park City, Utah. A quorum was present at this meeting, and after the giving of notice that such would be considered, the following amendments to the Amended Declaration of Covenants, Conditions and Restrictions for the Silver Springs Development Subdivisions dated April 15, 1982, and recorded in the office of the Summit County Recorder, State of Utah, as Entry No. 190498, in Book, M217, at Pages 482 to 517, (hereinafter referred to as "Amended Declaration") were considered and approved by a majority of the Members.⁶

*This Amendment to Article VII Architectural Control of the silver Springs Homeowners covenants, Conditions, and Restrictions dated 15th April 1982 was approved by the Silver Springs Homeowners Association's Board of Trustees at the meeting held on 6th May 1989. These Amendments are a supplement and do not in any way nullify the existing Article VII of said Covenants, Conditions, and Restrictions, except where specifically noted in the May 6th, 1989 Amendment.*⁷

AMENDMENT TO DECLARATION made this 17th day of February, 1991, by Silver Springs Homeowners Association, hereinafter referred to as "Association."^{7a}

AMENDMENT TO DECLARATION made this 8th day of February, 1993, by Silver Springs Single Family Homeowners Association, hereinafter referred to as "Association."⁸

AMENDMENT TO DECLARATION made this 10th day of November, 1994, by Silver Springs Single Family Homeowners Association, hereinafter referred to as "Association."⁹

Witnesseth:

WHEREAS, Declarant is the owner of the real property in the County of Summit, State of Utah, described as:

Lot 1 through 64 Silver Springs Development Phase I A as shown by the official plat thereof recorded in the Office of the Recorder of Summit County, Utah

Lots 65 through 171, Silver Springs Development, Phase 1B, as shown by the official plat thereof recorded

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| 2. Supplementary declaration, January 9, 1981 | 3. Amended declaration January 25, 1981 |
| 4. Amended declaration, April 15, 1982 | 5. Amendment to amended declaration, June 25, 1982 |
| 6. Amended declaration, October 14, 1985 | 7. Amendment to amended declaration, May 6, 1989 |
| 7a. Amendment to declaration, February 17, 1991 | 8. Amendment to amended declaration, February 8, 1983 |
| 9. Amendment to amended declaration, November 11, 1994 | |

in the Office of the Recorder of Summit County, Utah. 2,3

WHEREAS, Alta title Co., a Utah Corporation, as trustee is the successor in interest to SSD Partnership and is substituted for SSD Partnership as Declarant herein, and 4

WHEREAS, the previous Declarant caused to be recorded in the Office of the Summit County recorder, Summit County, Utah, on the 16th day of July, 1979, as Entry No. 157620, Book M137, Pages 104 to 121, a Declaration of Covenants, Conditions and Restrictions for Silver Springs Subdivisions, subjecting certain real property located in the County of Summit, State of Utah, to said Covenants and Restrictions, which property is more particularly described as: 4

Lots 1 through 64, Silver Springs Development Phase 1A as shown on the official plat thereof recorded in the Office of the Summit County Recorder, Summit County, Utah; and 4

WHEREAS the previous Declarant deemed it desirable to amend the above described Covenants, Conditions and Restrictions and did so amend to annex the below described property in accordance with Article XI, Section 4. 4

Lots 65 through 171, Silver Springs Development Phase 1B as shown on the official plat thereof recorded in the Office of the Summit County Recorder, Summit County, Utah; and 4

Said amendment is recorded in the Office of the Summit County Recorder, Summit County, Utah, Book M180 Page 705 on January 26, 1981. 4

WHEREAS, Declarant has deemed it desirable to further amend the above described Covenants, Conditions and Restrictions and does so according to Article XI, Section 4 of said recorded document. The amended Declaration shall read as follows: 4

WHEREAS, the Association is the duly authorized delegate and successor in interest to the previous Declarants, who had caused to be recorded a Declaration of Covenants, Conditions and Restrictions and subsequent amendments thereto, hereinafter "declaration"; and 7a

WHEREAS, the undersigned Trustees are the duly constituted and authorized governing body of the Association; and 7a

WHEREAS, the Association has deemed it desirable to amend further the aforesaid Declaration, pursuant to approval by a majority vote of the membership of the Association at the annual Association meeting on November 20, 1990; and 7a

WHEREAS, the undersigned Trustees hereby confirm that the following amendments are duly authorized, pursuant to Article XI, Section 4 of the amended Declaration, and shall govern uses and building time restrictions for lots 1 through 202, Phases 1A, 1B, 1C, 1D, and 1E. 7a

NOW THEREFORE, the Declaration, as modified by amendment dated April 15, 1982 and recorded in the Office of the Summit County Recorder, State of Utah, as Entry No. 140498, in Book M-217, Pages 482-517, and as subsequently modified by amendment dated October 31, 1985 and recorded in the Office of the Summit County Recorder as Entry No. 244975, in Book M-370, at Pages 267-275, shall be amended as follows: 7a

WHEREAS, the Association is the duly authorized delegate and successor in interest to the previous Declarants, who had caused to be recorded a Declaration of Covenants, Conditions and Restrictions and subsequent amendments

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| 6. Amended declaration, October 14, 1985 | 7. Amendment to amended declaration, May 6, 1989 |
| 7a. Amendment to declaration, February 17, 1991 | 8. Amendment to amended declaration, February 8, 1983 |
| 9. Amendment to amended declaration, November 11, 1994 | |

thereto, hereinafter "Declaration"; and 8,9

WHEREAS, the undersigned President of the board of Trustees, representing the Board of Trustees who are the duly constituted and governing body of the Association; and 8,9

WHEREAS, the Association has deemed it desirable to amend further the aforesaid Declaration, pursuant to approval by a majority vote of the membership at the annual meeting on November 10, 1992; and 8

WHEREAS, the Association has deemed it desirable to amend further the aforesaid Declaration, pursuant to approval by a majority of the membership at the annual meeting on November 9, 1994; and 9

WHEREAS, the undersigned President of the board of Trustees, representing the board of Trustees hereby confirm that the following amendments are duly authorized, pursuant to Article XI, Section 4 of the amended Declaration, and shall govern Architectural Control for lots 1 through 202, Phases 1A, 1B, 1C, 1D, and 1E. 8,9

NOW THEREFORE, the original Declaration dated July 6, 1979, recorded on July 16, 1979, as Entry #157620 in Book M137, Pages 104-121; as modified by a supplementary declaration dated January 9, 1981, recorded on January 9, 1981, as Entry #175088 in Book 178, Pages 273-275, modified by an amended declaration dated January 25, 1981, recorded on January 26, 1981, as Entry #176773 in Book M180, page 705, further modified by an amended declaration dated April 15, 1982, recorded on April 16, 1982, as Entry 190493 in Book 217, Pages 482-517, subsequently modified by an amendment to the amended declaration dated June 25, 1982, recorded on July 6, 1982, as Entry #193368 in Book M225, Pages 194-197, and an amended declaration dated October 14, 1985, recorded on January 16, 1986, as Entry #244975 in Book M370, Pages 267-275, with an amendment to the amended declaration dated May 6, 1989, recorded on June 26, 1989 as Entry #309692 in Book 525, Pages 672, and an amended declaration dated February 15, 1991, recorded on May 2, 1991, as an Entry in Book M606, Pages 314-316; shall be amended as follows: 8

NOW THEREFORE, the original Declaration dated July 6, 1979, recorded on July 16, 1979, as Entry #157620 in Book M137, Pages 104-121; as modified by a supplementary declaration dated January 9, 1981, recorded on January 9, 1981, as Entry 175088 in Book M178, Pages 273-275, modified by an amended declaration dated January 25, 1981, recorded on January 26, 1981, as Entry #176773 in Book M180, page 705, further modified by an amended declaration dated April 15, 1982, recorded on April 16, 1982, as Entry #190493 in Book M217, Pages 482-517, subsequently modified by an amendment to the amended declaration dated June 25, 1982, recorded on July 6, 1982, as Entry 193368 in Book M225, Pages 194-197, and an amended declaration dated October 14, 1985, recorded on January 16, 1986, as Entry #244975 in Book M370, Pages 267-275, with an amendment to the amended declaration dated May 6, 1989, recorded on June 26, 1989 as Entry #309692 in Book M525, Pages 672, and an amended declaration dated February 15, 1991, recorded on May 2, 1991, as an Entry in Book M606, Pages 314-316; and an amendment to the amended declaration dated February 8, 1993, recorded on May 23, 1994, as Entry #405079 in Book 807, Pages 765-766: shall be amended as follows:

RECITALS: 5

A. Alta Title Co., a Utah corporation as, as trustee, is the successor in interest to SSD Partnership. 5

B. Declarant caused to be recorded in the office of the Summit County Recorder, Summit County, Utah, on the 16th day of April 1982, as Entry NO. 190498, Book 217, Pages 482 to 517, an Amended Declaration of Covenants, Conditions and Restrictions for Silver Springs Development Subdivisions, subjecting certain real property located in the County of Summit, State of Utah, to said Covenants and Restrictions, which property is more particularly described as: 5

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| 2. Supplementary declaration, January 9, 1981 | 3. Amended declaration January 25, 1981 |
| 4. Amended declaration, April 15, 1982 | 5. Amendment to amended declaration, June 25, 1982 |
| 6. Amended declaration, October 14, 1985 | 7. Amendment to amended declaration, May 6, 1989 |
| 7a. Amendment to declaration, February 17, 1991 | 8. Amendment to amended declaration, February 8, 1983 |
| 9. Amendment to amended declaration, November 11, 1994 | |

Lots 1 through 64, Silver Springs Development Phase 1A as shown on the official plat thereof recorded in the office of the Summit County Recorder, Summit County; and 5

Lots 65 through 171, Silver Springs Development Phase 1B as shown on the official plat thereof recorded in the Office of the Summit county Recorder, Summit County, Utah. 5

C. Declarant deems it desirable to further amend the Declaration of Covenants, Conditions and Restrictions pursuant to Article XI, Section 4 of Said Declaration. 5

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of said lots and property described above and such additions thereto as may hereafter be made pursuant to Article II of said Declaration shall be held, sold and conveyed subject to the following Amendment to the Amended Declaration of Covenants, Conditions and Restrictions. Such Amendment shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements. 5

WHEREAS, Declarant has deemed it desirable to impose a general plan for the improvement and development of the portion of said tract and all of the property described herein and the adoption and establishment of covenants, conditions and restrictions upon said real estate and reach and every lot and portion thereof and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of said tract; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of the portion of said tract and any additional property which may be annexed thereto, pursuant to the provisions of this declaration, to create a corporation to which should be delegated and assigned the powers of maintaining and administering the common areas and administrating and enforcing these covenants, conditions, and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to; and

WHEREAS, Silver Springs Homeowner's Association, a nonprofit corporation, will be incorporated under the laws of the State of Utah for the purpose of exercising the powers and functions aforesaid; and

NOW THEREFORE, Declarant hereby covenants, agrees and declares that all of the said lots and property described above and such additions thereto as may hereafter be made pursuant to Article II hereof shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of the whole tract and all of the property described herein and the owners thereof, their successor and assigns. These covenants, conditions, restrictions and easements shall run with the said real property and be binding on all parties having or acquiring any right, title or interest in the described real property and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

WHEREAS, A "Declaration of Covenants, Conditions and Restrictions for Silver Springs Development Subdivisions" was recorded in the Office of the Summit County, State of Utah on the 16th day of July, 1979, as Entry No. 137620, Book M-137, Pages 104 to 121, subjecting certain real property located in the County of Summit, State of Utah, to said covenants and restrictions, and 2

WHEREAS, Article II of said Declaration provides for the annexation of additional property by the executing and filing of a Supplementary Declaration with the Summit county Recorder's Office, and 2

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| 2. Supplementary declaration, January 9, 1981 | 3. Amended declaration January 25, 1981 |
| 4. Amended declaration, April 15, 1982 | 5. Amendment to amended declaration, June 25, 1982 |
| 6. Amended declaration, October 14, 1985 | 7. Amendment to amended declaration, May 6, 1989 |
| 7a. Amendment to declaration, February 17, 1991 | 8. Amendment to amended declaration, February 8, 1983 |
| 9. Amendment to amended declaration, November 11, 1994 | |

WHEREAS, Declarant now desires to annex the above mentioned property so that said property hereafter be subject to said declaration and the Homeowner's Association described therein. 2

NOW THEREFORE, Declarant hereby covenants, agrees and declares that all real property described herein above shall be and is hereby annexed pursuant to Article II of said Declaration to and is subject to all terms and conditions of the declaration of Covenants, Conditions and Restrictions for Silver Springs Development Subdivisions dated the 6th day of July, 1979, and subject to the functions, powers and jurisdiction of the Silver Springs Homeowner's Association and therefore extending the plan of said Declaration to said real property. All of said lots and properties shall be held, sold and conveyed subject to said declarations and easements which are hereby declared to be for the benefit of the whole tract and of all property described herein and the owners thereof, their successors and assigns, and all of said lots and property shall hereafter be subject to said Declaration of Covenants, conditions and Restrictions and the Homeowner's Association described therein. Said covenants, conditions and restrictions and easements shall run with said real property and shall be binding on all parties having or acquired any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements. 2

ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and also to any supplemental declaration recorded pursuant to Article II hereof and are defined as follows:

Section 1. "Association" shall mean and refer to Silver Springs Single Family Homeowner's Association, a nonprofit corporation, incorporated under the laws of the State of Utah, its successors and assigns.

Section 2. "Common area" and "common facilities" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 3. "Lot" shall mean any parcel of property shown as a separate numbered lot on the recorded plat of the Subdivisions, with the exception of the "Common Area." Where there are provisions, either in the Plat maps, or otherwise, for more than one family dwelling on any one numbered lot, such as in the case a duplex, then each family dwelling unit shall be deemed to be one lot for purposes of this Declaration.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is part of the properties, including contract sellers and buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Association. 9

Section 7. "Deed of Trust" shall mean the conveyance of any lot or portion of the property to secure the performance of an obligation.

Section 8. "Conveyance" shall mean and refer to conveyance of a fee simple title to any lot.

Section 9. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as hereafter may be made subject to this Declaration, and excluding any real property that hereafter

2. Supplementary declaration, January 9, 1981

4. Amended declaration, April 15, 1982

6. Amended declaration, October 14, 1985

7a. Amendment to declaration, February 17, 1991

9. Amendment to amended declaration, November 11, 1994

3. Amended declaration January 25, 1981

5. Amendment to amended declaration, June 25, 1982

7. Amendment to amended declaration, May 6, 1989

8. Amendment to amended declaration, February 8, 1983

may be withdrawn from this subdivision pursuant to this Declaration.

Section 10. "Subdivision" or "Silver Springs Subdivision" shall mean Silver Springs Development Phase IA according to the official plat thereof recorded in the office of the County Recorder of Summit county, State of Utah, and any subdivisions hereafter added pursuant to the terms of this Declaration.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTY

Any real property may be annexed to and become subject to this Declaration by any of the methods set forth hereinafter in this Article as follows:

Section 1. 6 Annexation Pursuant to Approval Upon approval in writing of the Association, pursuant to a two-thirds vote of those present at a meeting for this purpose that has been duly called members including proxies who are entitled to vote, any owner of communal property, multiple family units and/or single family residential property and/or property for the common use of owners of such residential property who desire to add such property to the plan of this Declaration and to subject such property to the plan of this Declaration, may file of record a Supplementary Declaration, as described in Section 3 of this Article.

Section 2. 6 Supplementary Declarations The additions authorized under the foregoing Sections shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions or similar instrument, with respect to the additional property which shall extend the plan of this Declaration to such property.

Such Supplementary Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration merger or consolidation, revoke, modify or add to the covenants established by this Declaration within the existing property, except as hereinafter otherwise provided.

The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners of lots in said real property shall automatically be members of the Association.

Section 3. 6 Mergers or Consolidations Upon a merger or consolidation of the Association with another association, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the existing property, together with the covenants and restrictions established upon any other property, as one plan.

ARTICLE III

MEMBERSHIP

Section 1. Membership Every person or entity who is record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all owners of all lots and all members

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| 6. Amended declaration, October 14, 1985 | 7. Amendment to amended declaration, May 6, 1989 |
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in the Association, are not exclusive, as the member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each lot owned. Membership shall be appurtenant to and may not be separate from the ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

Section 2. Transfer The membership held by an owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser or deed of trust holder of such lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 3. Voting Rights the Association shall have one class of voting membership, which Members shall be all those Owners as defined in Section 1 above and each Owner shall be entitled to one (1) vote appurtenant to each Lot in which an Owner holds the interest required for membership by Section 1. If ownership is jointly held, the vote relating to such Lot shall be exercised as such owners determine themselves, but in no event shall more than one (1) vote be cast for any one Lot. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and Bylaws of the Association. 6

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members' Easements of Enjoyment Every member shall have a right and easement of enjoyment in and to the common area, if any, and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

(a) The right of the Association to establish uniform rules and regulations pertaining to the use of the common area including but not limited to private streets and recreational facilities thereof.

(b) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the common area and facilities and to aid thereof, to mortgage said property, provided the rights of any mortgagee shall be subordinate to the rights of the members.

(c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless a written instrument pursuant to a two-thirds majority vote of those present at a meeting for this purpose that has been duly called of members including proxies who are entitled to vote has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than ten (10) days in advance. However, the Declarant reserves the right to grant easements over any part of the common area or any other designated utility easement areas for utility purposes.

Section 2. Delegation of Use Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Waiver of Use No member may exempt himself from personal liability for assessment duly levied

2. Supplementary declaration, January 9, 1981

4. Amended declaration, April 15, 1982

6. Amended declaration, October 14, 1985

7a. Amendment to declaration, February 17, 1991

9. Amendment to amended declaration, November 11, 1994

3. Amended declaration January 25, 1981

5. Amendment to amended declaration, June 25, 1982

7. Amendment to amended declaration, May 6, 1989

8. Amendment to amended declaration, February 8, 1983

by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area and the facilities thereon or by the abandonment of his lot other than the sale thereof.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments Each Member, by acceptance of a real estate contract or deed thereof, covenants and agrees to pay to the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements, and other Association purposes, such assessments to be fixed, established and collected from time to time as hereinafter provided, and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment together with any interest, costs and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time the assessment fell due. In any conveyance, except to mortgagee holding a first lien on the subject Lot, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. However, any such grantee shall be entitled to a statement from the Board of Trustees setting for the amounts of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments against the grantor in the excess of the amount set forth. No membership may be transferred to a subsequent purchaser until all assessments, interest, penalties and other charges that are due have been paid in full to the Association. 6

Section 2. Purpose of Assessments The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common area.

Section 3. Regular Assessments The amount and time of payment of regular assessments shall be determined by the Board of Trustees of the Association pursuant to the Articles of Incorporation and Bylaws of said Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

Section 4. Special Assessments for Capital Improvements In addition to the regular assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, or costs incurred for any other Association purpose, provided that any such assessment shall have the assent of a majority of the membership entitled to vote at a meeting duly called for this purpose. Written notice of such meeting shall be sent to all members not less than ten (10) calendar days not more than thirty (30) calendar days in advance of the meeting. 6

Section 5. Uniform Rate of Assessment Both regular and special assessments shall be fixed at a uniform rate for all lots owned by members and may be collected monthly or at such other times as the Board may determine.

Section 6. Date of Commencement of Regular Assessments and Fixing Thereof the regular assessments provided for herein shall commence as to all lots on the first day of the month following the purchase of each lot to an individual owner. Monthly or annual assessments will be payable at times designated by the Board of Trustees of the Association.

Section 7. Certificate of Payment The Association shall, upon the written request of any Lot owner or any

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| 6. Amended declaration, October 14, 1985 | 7. Amendment to amended declaration, May 6, 1989 |
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| 9. Amendment to amended declaration, November 11, 1994 | |

encumbrancer or prospective encumbrancer of a Lot, and upon payment of a reasonable fee not to exceed \$10, issue to the requesting person or persons, a written statement setting forth the unpaid assessments with respect to the Lot covered by the request. This written statement of indebtedness is conclusive upon the remaining lot owners in favor of all persons who rely thereon in good faith. Unless the Association complies with the request for a statement of indebtedness within ten (10) days, all unpaid assessments which became due prior to the date of the making of such request are subordinate to the lien held by the person requesting the statement. Any encumbrancer holding a lien upon a Lot may pay any unpaid assessments payable with respect to the Lot and upon payment the encumbrancer shall have a lien on such Lot for the amounts paid of the same rank as the lien of his Lot. 6

Section 8. Exempt Property The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local government or public authority; and
- (b) the common area, if any. 6

ARTICLE VI₄

NON PAYMENT OF ASSESSMENTS

Section 1. Delinquency any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment, not paid within fifteen (15) days after its due date, the Association may, at its election, require the owner to pay a "late charge" in the sum to be determined by the Association, but not to exceed \$10.00 per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may, at its option, bring an action of law against any person obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article V hereof) against the Lot, and there shall be added to the amount of such assessment the late charge, interest and all costs of collecting the same, including a reasonable attorney's fee, whether incurred by filing suit or not. Each owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity or lien foreclosure against all proper parties for the collection of such delinquent assessments. 6

Section 2. Notice of Lien No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered to the owner of said lot.

Section 3. Foreclosure Sale Any such foreclosure and subsequent sale provided for above is to be conducted in accordance with the laws of the State of Utah relating to liens, mortgages, and deeds of trust. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are, hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

Section 5. Cumulative Remedies The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgement for unpaid assessments, as above provided.

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Section 6. Subordination of Assessment Liens If any lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed in trust: (1) the foreclosures of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust; and (2) the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed of trust, with the foreclosure-purchaser or deed-in-lieu grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure of deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE VII 4

ARCHITECTURAL CONTROL

Section 1. Approval by Architectural Committee No building, fence, wall or any other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any excavating, alteration of any stream or clearing, on any lot within the properties be done unless a written application is submitted for approval of such improvement or improvements to the Architectural Committee and in connection therewith shall submit two complete sets of plans and specifications for the proposed improvement or improvements, together with a reasonable processing fee. 9

Section 2. The Architectural Committee shall not give its consent to the proposed improvement unless, in the opinion of the Architectural Committee, the improvement is properly designed and the design, contour, materials, shapes, colors and general character of the improvement shall be in harmony with existing structures on the lot and on neighboring lots, and in harmony with the surrounding landscape, and the improvements shall be designed and located upon the lot so as to minimize the disruption to the natural land forms and vegetation cover.

Section 3 9. Non-Waiver The approval of the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter, requiring the approval of the Architectural committee under these restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval. Upon approval or disapproval of the plans by the Architectural Committee, one set of plans shall be returned to the lot owner and one set will be retained by the Committee. If the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In order to obtain such approval, the owner must submit for consideration of the Architectural committee such details and information with relation to the contemplated action as the Architectural Committee shall request.

Section 4 9. Professional Assistance If at any time the Architectural Committee shall determine that it would be in the best interest of the Association 9 for such owner to employ professional assistance, to design any improvement involved in the proposed work, the Architectural Committee shall inform owner in writing of its determination. 8

Section 5 9. Architectural Committee Rules As the Architectural Committee determines changes are necessary to the Architectural Committee Rules, such proposals and recommendations shall be presented to the Association Board of Trustees. The Association Board of Trustees may adopt, amend, and repeal by a majority vote, such rules and regulations to be known as "Architectural Committee Rules" which, among other things, interpret or implement the provisions of Section 1 of this Article to be applied to all improvements occurring or commencing after such adoption, amendment, or repeal. A copy of the Architectural Committee Rules as they may be adopted, amended, or repealed shall be available from the Architectural Committee. 9

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Section 6 9. Building and Landscaping Time Restrictions The exterior construction of all dwellings 7a shall be completed within a period of one (1) year following commencement of construction.9 Any exterior additions or alterations to existing dwellings shall be completed within a period of one (1) year following commencement of construction of such addition or alteration. 7a The front yard of each lot shall be landscaped within a period of one (1) year following completion or occupancy of each dwelling. Side and rear yards shall be landscaped within a period of two (2) years following completion or occupancy of each dwelling.

All members of the Association possessing vacant lots shall be responsible for keeping such lots clean in appearance and free from all refuse and potential fire hazards. No vacant lot shall be used for storage of any kind except during the construction period.

Section 7 9. Appointment of Architectural Committee The Association Board of Trustees, 9 shall appoint the Architectural Committee, consisting of not less than three (3) members for a term not to exceed three (3) years. In the event of the death or resignation of any member of the Committee, the Board of Trustees of the Association, shall appoint such member's successor.

Section 8 9. Liability Neither the Architectural committee nor any member thereof shall be liable to any owner or third persons for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any property within the subdivision.

Section 9 9. General Provisions The members of such Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee shall be in force for a period of forth (40) years from the date of the recording of this Declaration. Such powers and duties shall continue following the forth year period until a written instrument has been executed and duly recorded by then record owners of a majority of the lots appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee. Said representatives may be members of the Board of Trustees of the Association.

Section 10 9. Appeals or 9 Variances A petition may be filed for an appeal or a variance by any member. The Architectural Committee will review the appeal or variance petition and make a recommendation to the Association Board of Trustees. The Board of Trustees may, by a simple majority vote of its members, allow reasonable variances to any of the covenants, conditions, or restrictions contained in this instrument, on such terms and conditions as it shall require.9

Each and every member who desires an appeal or variance to be considered, must present their petition in writing to the Architectural Committee for consideration. Each appeal or variance to be considered must be in compliance with local, county, and state laws, ordinances and regulations. 9

The approval or disapproval of any appeal or variance petition will be presented to the member in written notice and is only applicable to the member who submitted the petition. The decision made by the Association Board of Trustees shall be final and binding upon all parties. 9

Construction or alterations pursuant to any appeal or variance granted shall commence within six months of the issuance of the appeal or variance, or the appeal or variance shall automatically expire. If construction or alterations are made in a timely manner and in accordance with the provisions of the plans and specifications as submitted and approved, the appeal or variance shall run with the land. 9

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ARTICLE VIII

DUTIES AND POWERS OF THE ASSOCIATION

Section 1. Duties and Powers In addition to the duties and powers enumerated in the Articles of Incorporation and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a9) Maintain such policy and policies of insurance as the Board of Trustees of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members.

(b9) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association. 6

(c9) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Trustees of the Association.

ARTICLE IX

EASEMENTS

Section 1. The rights and duties of the owners and lots within the properties with respect to sanitary sewer and water, electricity, gas and telephone and Cable Television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone and Cable Television lines or drainage facilities are installed within the properties, which connections, lines or facilities, or any portion thereof lie in or upon lots owned by Association or other than the owner of a lot served by said connections, the Association and the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary thereof, to enter upon the lots or to have utility companies enter upon the lots within the properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone or Cable Television lines or drainage facilities are installed within the properties, which connections serve more than one lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

Section 2. Easements over the lots and common area properties for the installation and maintenance of electric, telephone, Cable Television, water gas and sanitary sewer lines, drainage facilities, and street entrance ways as shown on the recorded tract map of the properties, or other documents of record, are hereby reserved by Declarant, together with the right to grant and transfer the same for the use and benefit of the members of the Association.

Section 3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear and side five feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those

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improvements for which a public authority or utility company is responsible.

ARTICLE X

USE RESTRICTIONS

The general objectives and intent of these covenants, restrictions and conditions, is to create and maintain a large residential district characterized by the following. Spacious⁹ estates; large homes; private parks and playgrounds; well kept lawns, trees and other plantings; minimum vehicular traffic; and quiet residential conditions favorable to family living.

Section 1. Zoning Regulations The lands within the properties shall never be occupied or used for any building or purpose or in any manner which is contrary to zoning regulations applicable thereto validly enforced from time to time.

Section 2. Land Use and Building Type

(a) No lot shall be used for single family residential purposes and no more than (1) family shall occupy any residence^{7a}. No building^{7a} shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two (2)^{7a} stories in height except as may be designated on the Silver springs Master plan. No timeshare^{7a} or^{7a} nightly rental use will be allowed on any single family residential lot.
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(b) No single story dwelling shall be erected or placed on any lot in the subdivision with floor space in said dwelling of less than 1650^{7a} square feet on the ground level, excluding garage, and patio.

(c) Two-story dwellings shall have at least 1210^{7a} square feet on the ground floor level, exclusive of garage, and patio, with at least 660^{7a} square feet on the second floor level.

(d) all single family dwellings may include the following accessory buildings and structures not used for residential occupancy: An attached private garage for the storage of not more than four automobiles; greenhouses for private use only, and one small storage shed.

(e) Every single family dwelling must have a minimum of a two car garage.

(f) Driveways for single family dwellings must be large enough to accommodate two parked automobiles parked side by side^{7a}.

(g) No fences shall be allowed in the front yards or in side yards from the average front line of the dwelling forward. For corner lots side yards, fences, hedges and landscaping will be permitted if it does not interfere with driving visibility. ⁹

Section 3. Lot Area and Width No dwelling shall be erected or placed on any lot having a width of less than 80 feet at the minimum building set back line.

Section 4. Building Location No building shall be located on any lot nearer than thirty (30) feet to the front lot line or nearer than twelve (12) feet to the rear lot line, nor nearer than twelve (12) feet to any side lot line except by approval of Architectural Committee.

Section 5. Height Requirements No single family dwelling shall be erected to a height greater than thirty

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(30) feet above a point representing the average grade at the front set back line.

Section 6. Recontouring No lot shall be recontoured in excess of four feet excluding grading for purposes of basement construction, without prior written approval of the Architectural Committee.

Section 7. Nuisances No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8. Temporary Structures No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No temporary structure, housetrailer, mobile home, camper, or non-permanent outbuilding shall ever be placed or erected on any lot except with approval of the Architectural Committee and only then during construction. No dwelling house on any lot shall be occupied in any manner prior to its completion without a written approval of the Architectural Committee. No old or secondhand structures shall be moved onto any of said lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said lots, or within said subdivision, shall be new construction of good quality workmanship and materials.

Section 9. Overnight Parking and Storage of Vehicles No vehicle of any kind shall be permitted to be parked on any public street within the subdivision projects between the hours of 1:00 o'clock A.M. 4 and 8:00 9 o'clock A.M. No parking is permitted at any other time while snow is present requiring removal. 9

The long-term storage/parking (greater than four days)9 of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or other wheeled vehicles shall be forbidden unless such vehicles are kept from the view of the general public common areas and/or vehicular circulation. Said vehicle must vacate the identified parking/storage location for a minimum of six (6) hours before the long-term parking period restarts. 9

Section 10. Pets,9 Livestock and Poultry No animals, other than housepets shall be kept or maintained in a residential lot less than 2 acres or in any residential project. These animals shall be contained or otherwise controlled at all times and shall be restricted to two per household.

Section 11 9. Oil and Mining Operations No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designated for use in boring for oil, oil products, 4 or natural gas shall be erected, maintained or permitted upon any lot.

Section 12 9. Garbage and Refuse Disposal No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon any lot except that trash may be burned inside homes that are properly equipped with inside incinerator units. Garbage and trash receptacles shall be permitted when kept in a visually screened enclosure and contained in covered containers.

Section 13 9. Sewage Disposal and Water Supply No individual sewage-disposal system or water supply shall be permitted on any lot nor may any owner pump water from or impound any stream, waterway or pond at any time for any purpose. All homes and common area facilities shall be fitted and furnished with water conserving toilets, faucets, showerheads and such other water conserving devices as approved by Silver Springs Water Co., Inc. A list of approved devices and appliances is available at the office of Silver Springs Water Co., Inc. 4

Section 14 9. Sight Distance at Intersections No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner

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lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 15 9. No Business Uses The lands within the property shall be used exclusively for single family residential living purposes and shall never be occupied or used for any commercial or business purpose which requires client visits, supplier pick up and delivery, or has employees outside the immediate family 9 and with the further exception that any owner of his duly authorized agent may rent or lease said owner's residential building from time to time.

Section 16 9. No Re-Subdivision No lot shall be re-subdivided, and only one single family residence shall be constructed or allowed to remain per lot.

Section 17 9. Underground Utility Lines All permanent water, gas, electrical, telephone and television cables, other electronic pipes and lines and all other utility lines within the limits of the property must be buried underground and may not be exposed above the surfaces of the ground.

Section 18 9. Maintenance of Property All lots and all improvements on any lot shall be kept and maintained by the owner thereof in clean, safe, attractive and slightly condition and good repair.

Section 19 9. No Hazardous Activities No activities shall be conducted on any lot and no improvements constructed on any lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any lot, and no open fires shall be lighted or permitted on any lot except in a contained barbeque unit while attended and in use for cooking purposes or within safe and well-designated interior fireplaces.

Section 20 9. Dwelling Construction and Fence Restrictions In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set out:

(a) Dwelling size, design, alterations or additions will conform to standards contained in this declaration. 9

(b) Exterior construction materials will be limited to stone, stone veneer, brick or brick veneer, wood siding, stucco or simulated wood siding 9 and shall be in earth tones indigenous to the area and approved by the Architectural Committee.4 No reflective finish other than glass and 9 surfaces of hardware fixtures, shall be used on exterior surfaces 9 including but without limitation, the exterior surfaces of any of the following: retaining walls, doors, trim, fences, pipes, equipment, and only 4 mailboxes approved by the Architectural Committee.4

(c) Roof design shall be limited to a minimum of a 4/12 pitch. Roofs shall be constructed so that no reflective surfaces other than roof valleys or flashing 9 are visible by other property owners.

(d) Location of all storage or utility buildings, garbage and refuse containers, air conditioning equipment, clothes drying lines, and utility pipes, etc., must be placed at the rear of the dwelling and located on the site in such a manner as not to be conspicuous from the frontage street.

(e) Any light used to illuminate garages, patios, parking areas or for any other purpose shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists.

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(f) Fences or walls shall be of wood, stone, or brick only. Fences, walls or hedges shall not exceed six feet in height.

Section 21 Off Road Vehicles No automobiles, trucks, motorcycles, trail bikes, snowmobiles, four wheel drive vehicles or vehicles of any kind shall be operated any place on the subdivision other than the public roadways.

Section 22 Mail Box and Yard Lamp All owners at the time of construction shall be required to furnish, install and maintain a mail box and a front yard lamp. The type and location of the mailbox shall be in accordance with the specifications and requirements of the Architectural Committee.

Section 23 Private Area: Uses, Restrictions The Architectural Committee or its duly authorized agents, shall have the right, at any time, and from time to time, without liability to the Owner for trespass or otherwise, to enter upon any private area for the purpose (1) of removing any improvement constructed, reconstructed, refinished, altered, or maintained upon such private area in violation of these covenants, (2) of restoring or otherwise reinstating such private areas, and (3) of otherwise enforcing without any limitation all of the restrictions set forth in this declaration. No improvement, excavation or other work which in any way alters any private area from its natural or improved state existing on the date such private area was first sold shall be made or done except upon strict compliance with this Declaration.

Section 24 Restoration of Cut and Fill Owner shall be responsible for the restoration of cut or fill slopes between the back of the curb and each respective property. All cut or fill slopes shall be restored as per owner's landscaping plan for such area, at the sole expense of the owner. All restoration work shall be approved by the Architectural Committee and shall be completed within six months of creation of cut or fill conditions.

Section 25 Antennas No antenna of any sort either installed or maintained, which is visible from the front of neighboring properties shall be permitted.

Section 26 Rules and Regulations No owner shall violate the rules and regulations for the use of the lots as adopted from time to time by the Association. No such rules and regulations shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any lot by the owner hereof.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement The Association, shall have the right to enforce, by any proceeding at law or in equity, including injunctive proceedings, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Proper notice under this Section shall be defined to require written notice of any action authorized under this Section to be sent to the affected Member by certified mail at the Member's Lot address not less than ten (10) calendar days prior to taking any such action. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Costs of such enforcement, including reasonable attorney's fees, shall be borne by the party(ies) in violation.

Section 2. Term These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forth (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to said covenants in whole or in part.

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Section 3. Severability In validation of any one of these covenants by judgement or court shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 4. Amendments Any provision, covenant, condition or restriction contained in this Declaration or Amendment thereto may be amended or repealed by a majority vote of the membership of the Association.

Section 5. Limited Liability Neither Declarant, the Association, the Trustees of the Association, the Architectural Committee, nor any Member, Agent, Representative, Officer, Director, or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter pertaining or contemplated by this Declaration, provided, however, that this limited liability shall not apply if the loss, expense or liability involved resulted from the willful misconduct or gross negligence of such person.

Section 6. Mortgage Protection Clause No breach of the covenants, conditions or restrictions herein contained nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure of trustee's sale, or otherwise.

Section 7. Singular Includes Plural Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 8. Nuisance The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association, or any other lot owner in the subdivision. Such remedy shall be deemed cumulative and not exclusive.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first 2 hereinabove written.

[Individual Document Signatures]

[Individual Document Notary Public statements]

** END OF DOCUMENT **

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| 2. Supplementary declaration, January 9, 1981 | 3. Amended declaration January 25, 1981 |
| 4. Amended declaration, April 15, 1982 | 5. Amendment to amended declaration, June 25, 1982 |
| 6. Amended declaration, October 14, 1985 | 7. Amendment to amended declaration, May 6, 1989 |
| 7a. Amendment to declaration, February 17, 1991 | 8. Amendment to amended declaration, February 8, 1983 |
| 9. Amendment to amended declaration, November 11, 1994 | |