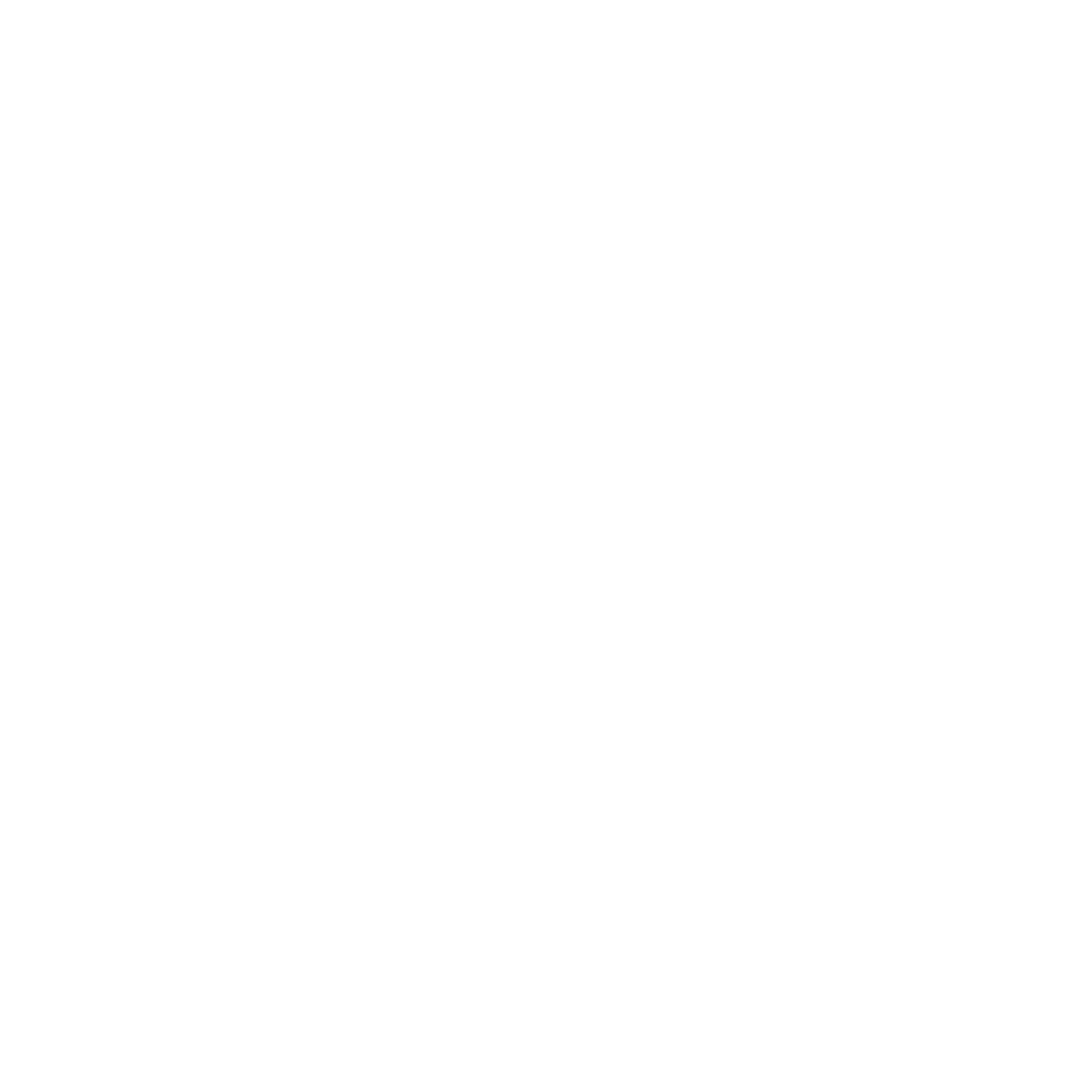
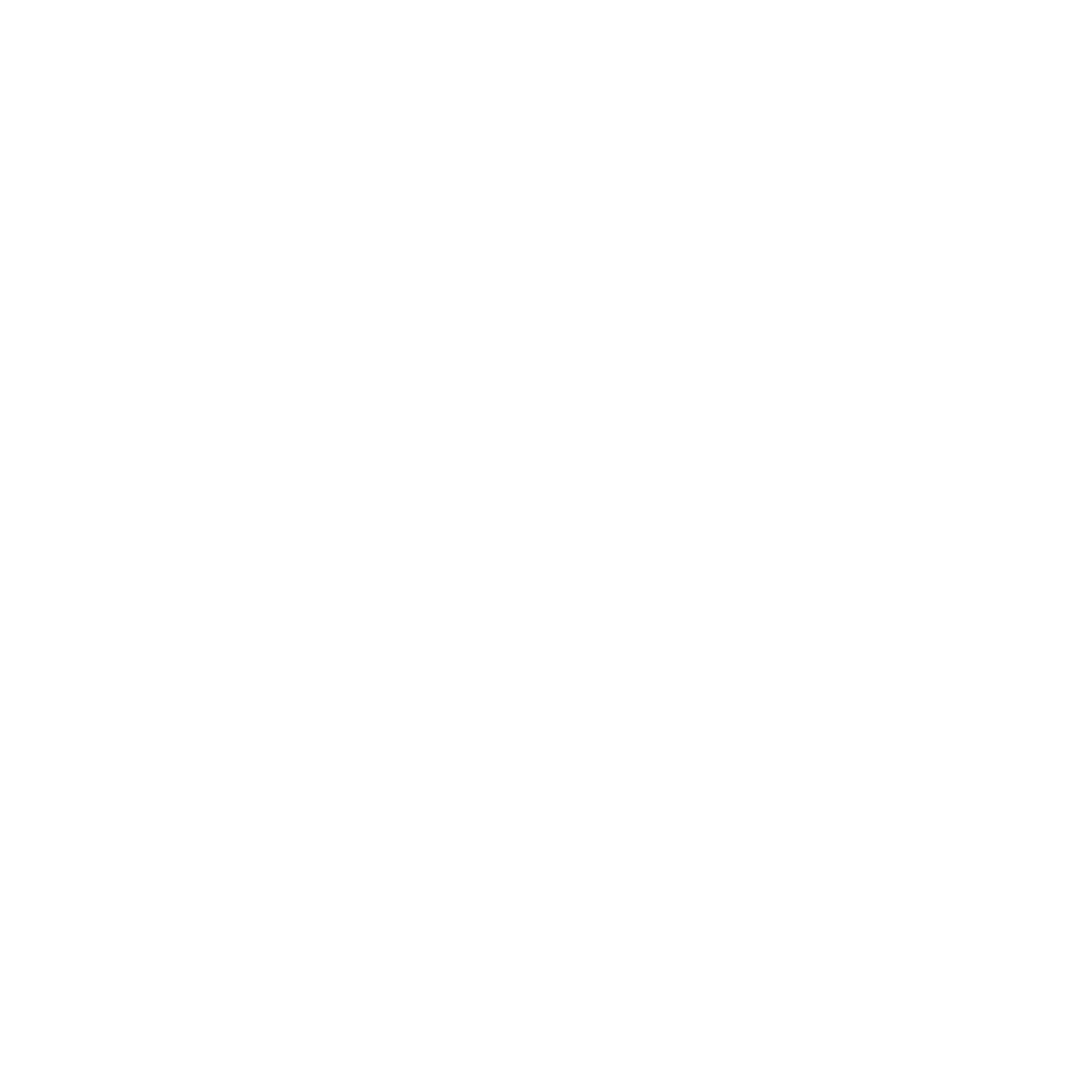
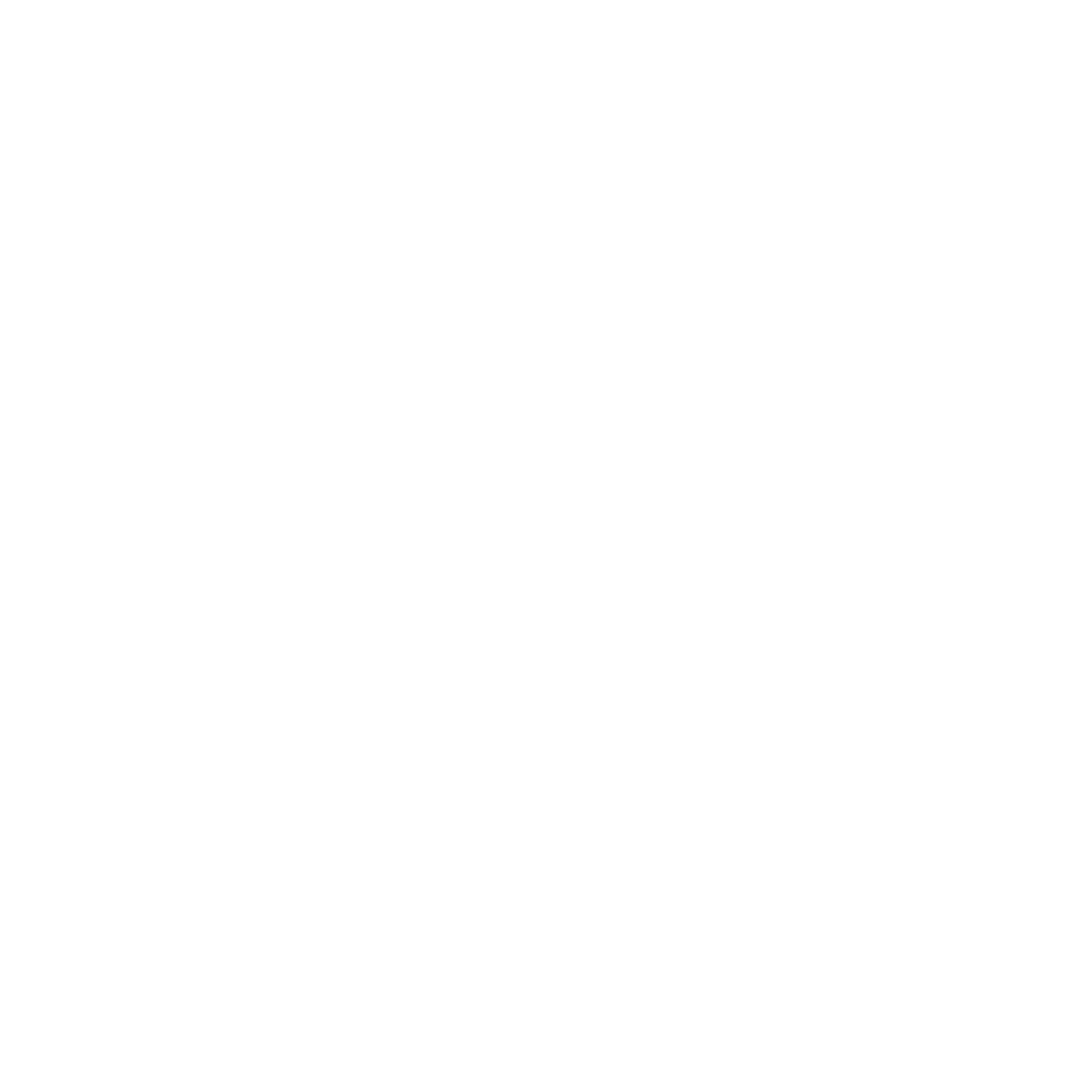
**As Amended, November 17, 1994**

This clarification of the Covenants, Conditions and Restrictions has been prepared by [the 2019 Silver Springs Single Family Homeowners Association Board of Trustees] for the Association membership. In no case is this clarification meant to replace the official documents that are recorded at the Summit County Recorder’s Office. The intent of providing this clarification is merely to provide the Association membership, in a single document, with the current contents of the Association’s CC&Rs.



**DECLARATION OF COVENANTS, CONDITIONS AND RESTREICTIONS FOR SILVER SPRINGS DEVELOPMENT SUBDIVISIONS**

**SUMMIT COUNTY, UTAH**

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 of a duplex, then each family dwelling unit shall be deemed to be one lot for purposes of this Declaration.

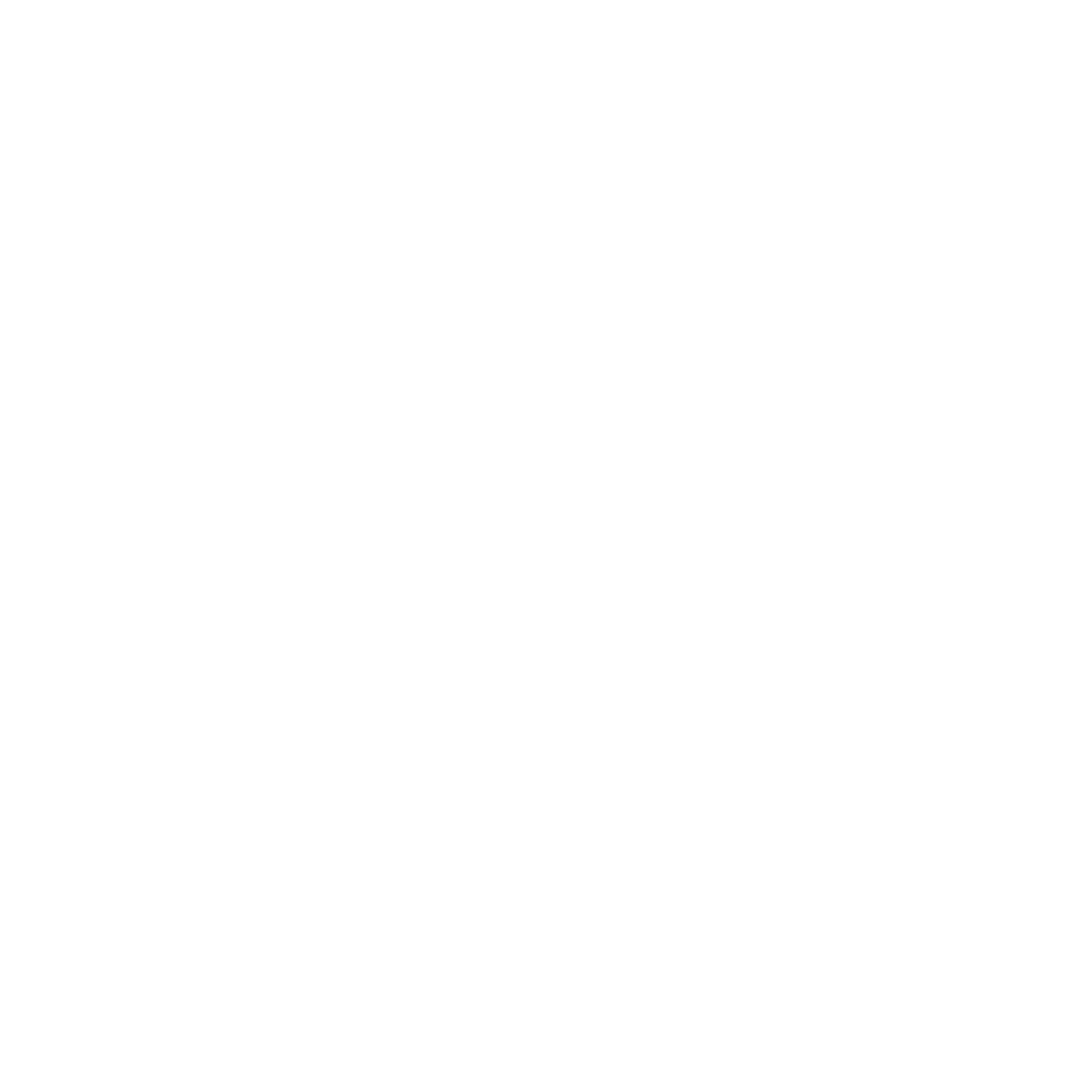
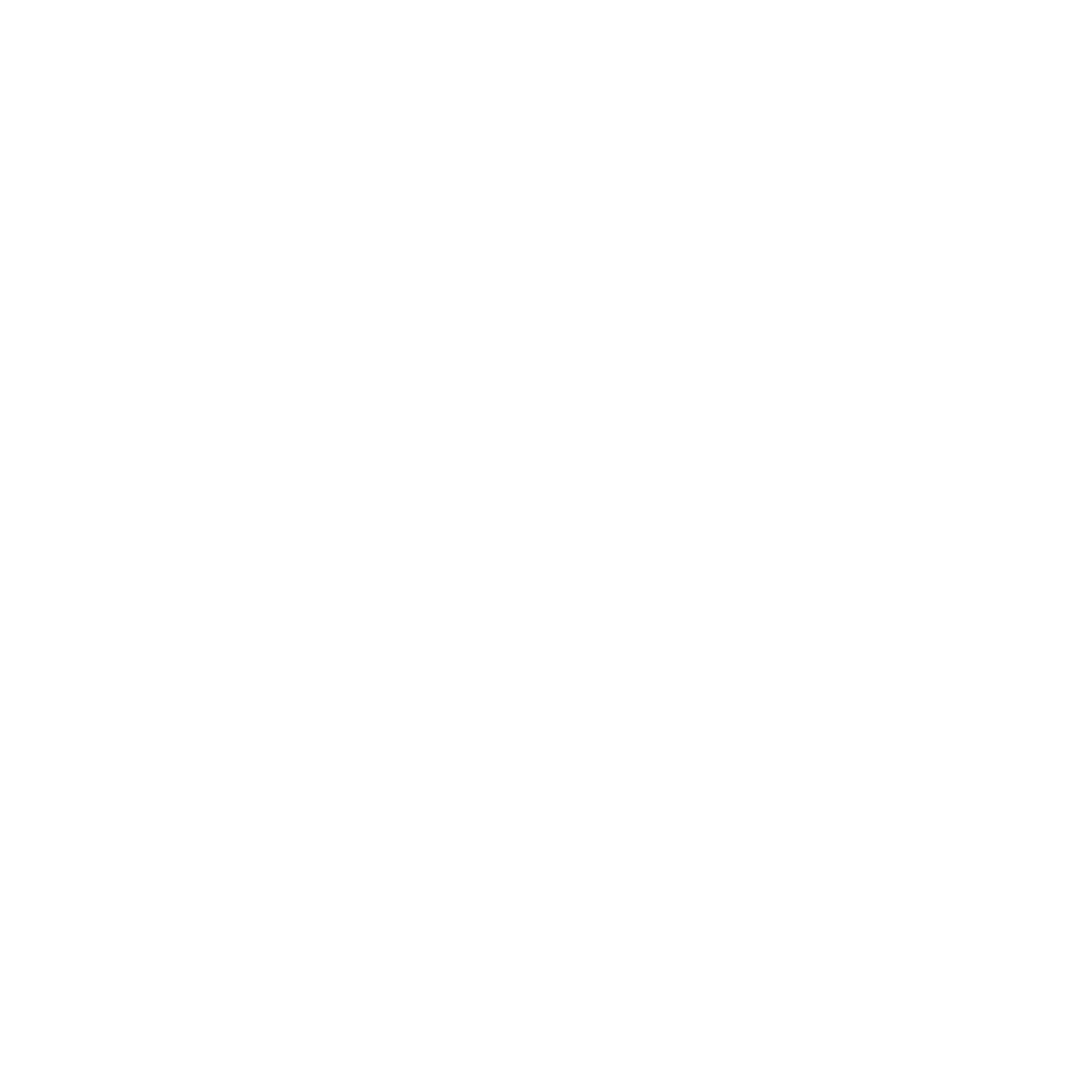
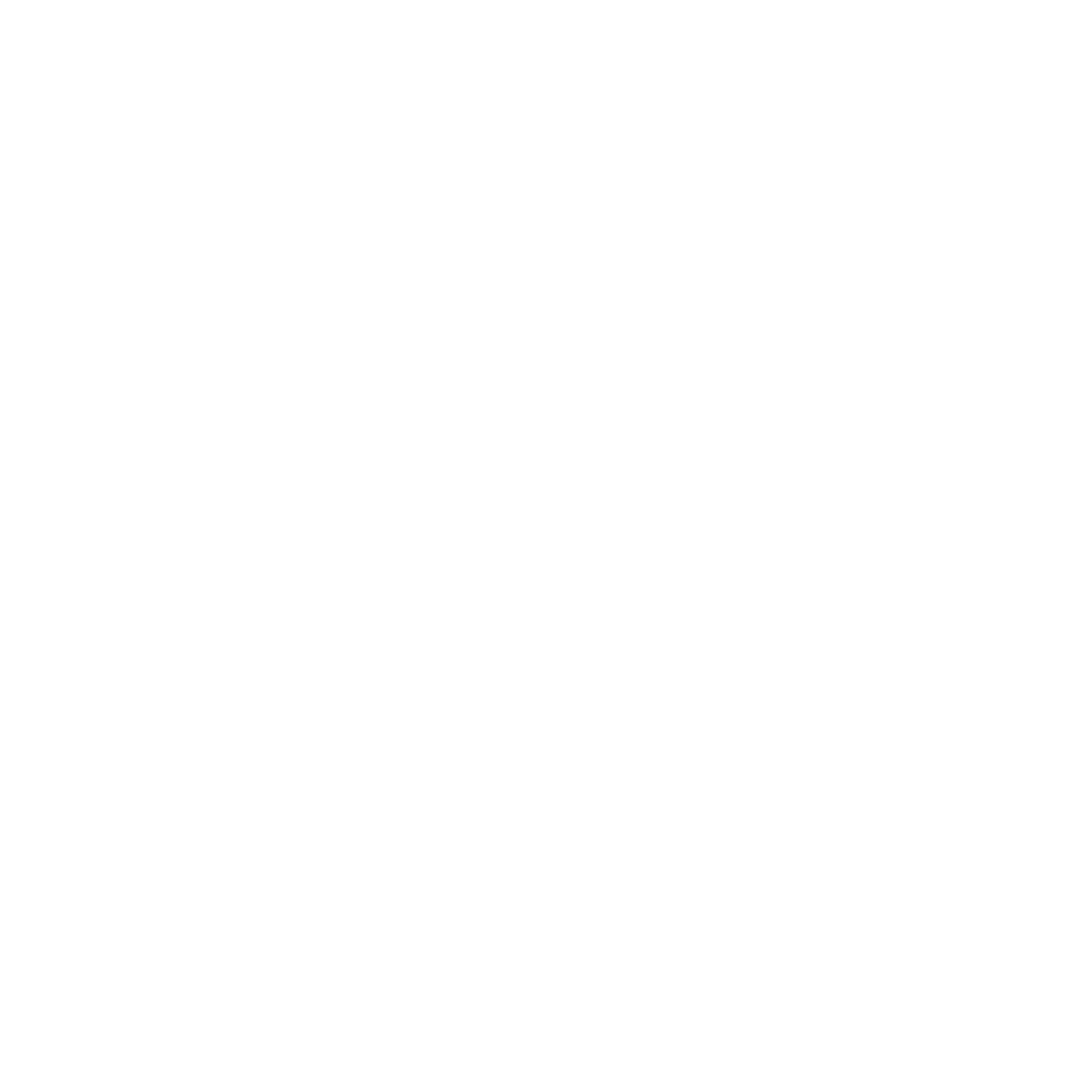
Section 4. “Member” shall mean and refer to every person or entity who holds membership in the Association.

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 a part of the properties, including contract sellers and buyers, but excluding those having such interest merely as security for the performance of an obligation.

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Section 6. “Declarant” shall mean and refer to the Association.

Section 7. “Deed of Trust” shall mean the conveyance of any lot of other portion of the property to secure the performance of an obligation.



to any lot.

Section 8. “Conveyance” shall mean and refer to conveyance of a fee simple title

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

Section 10. “Subdivision” or “Silver Springs Subdivision” shall mean Silver Springs Development Phase I A according to the official plat thereof recorded in the office of the County Recorder of Summit County, State of Utah, and any subdivision 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. 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 of 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 jurisdiction of the Association, may file of record a Supplementary Declaration, as described in Section 2 of this Article.

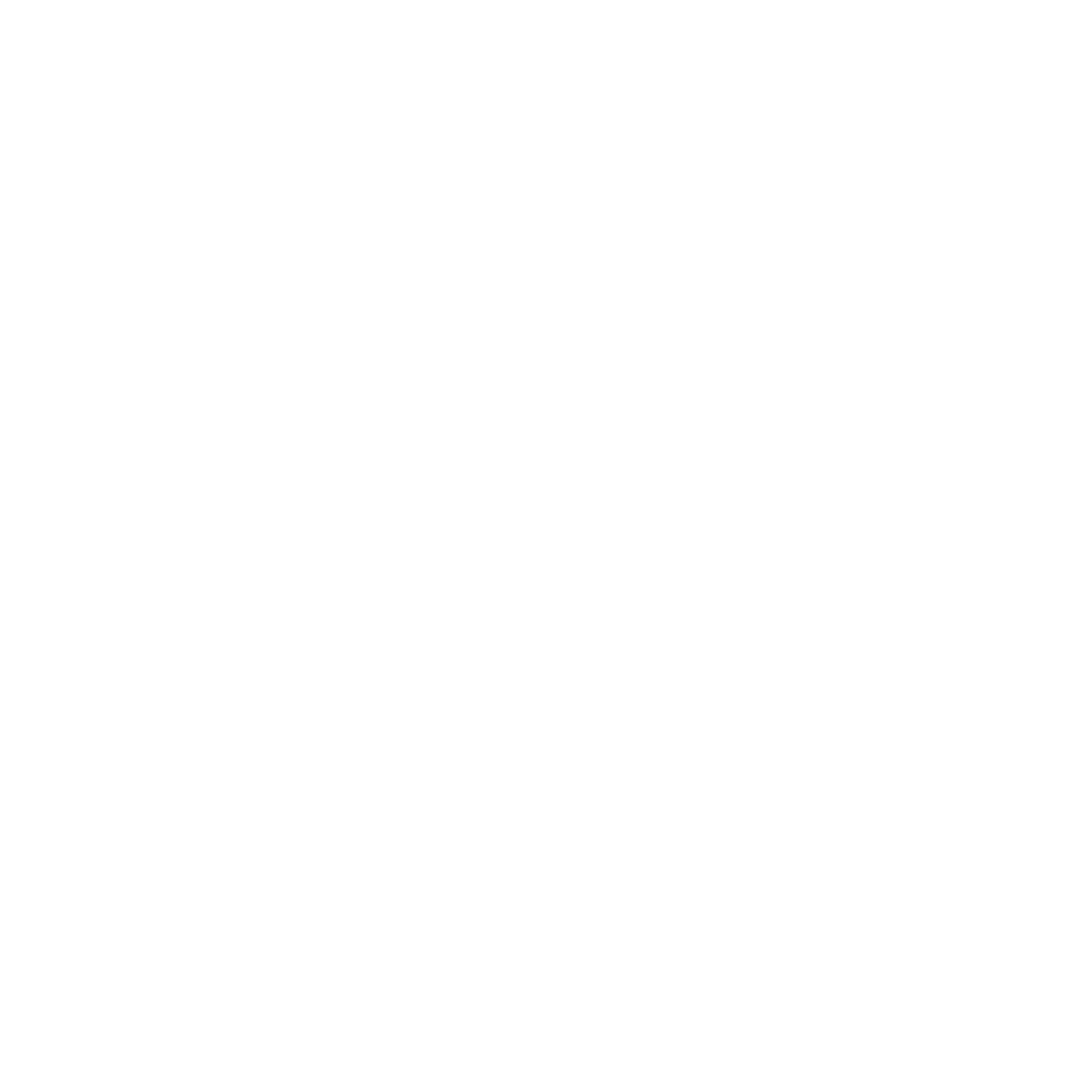
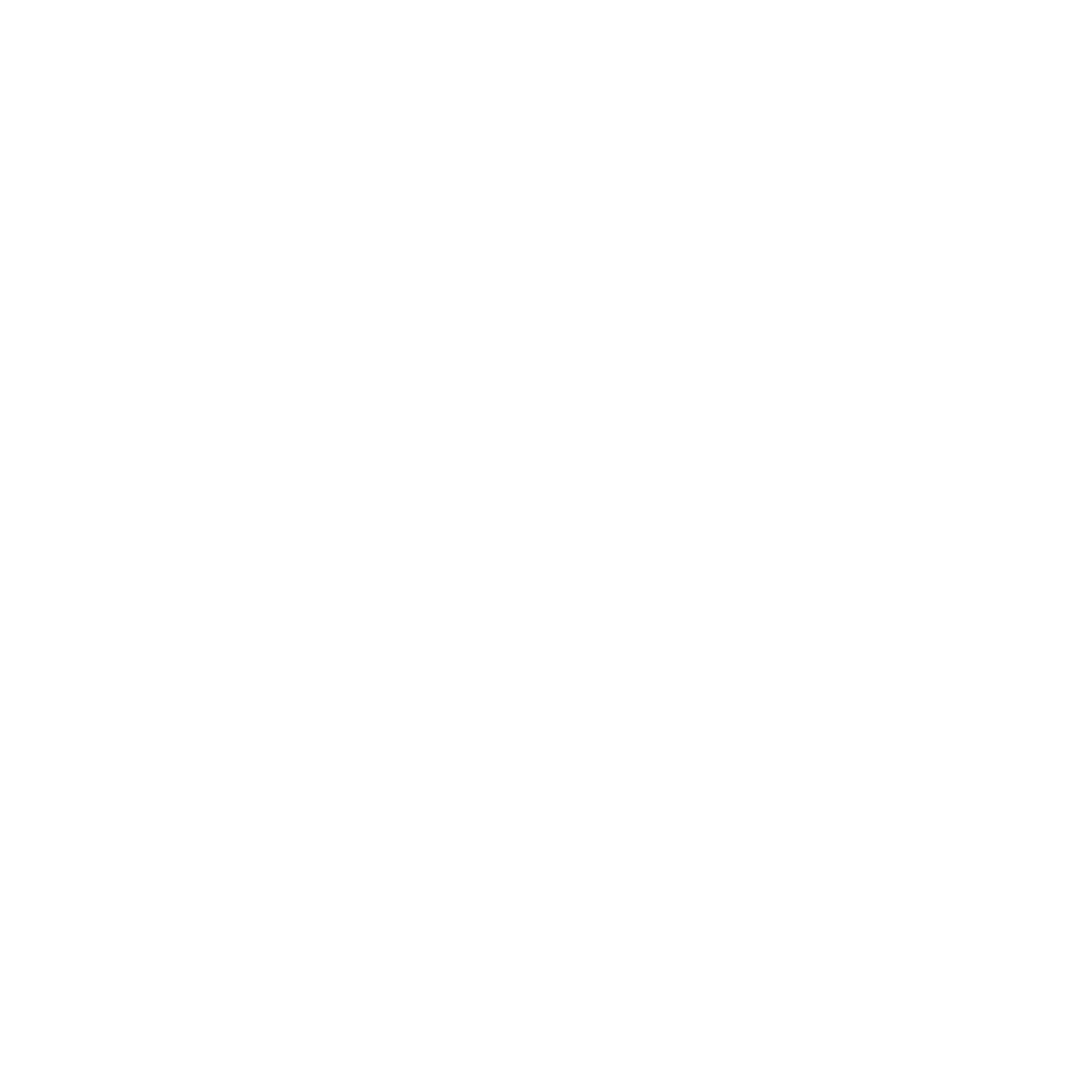
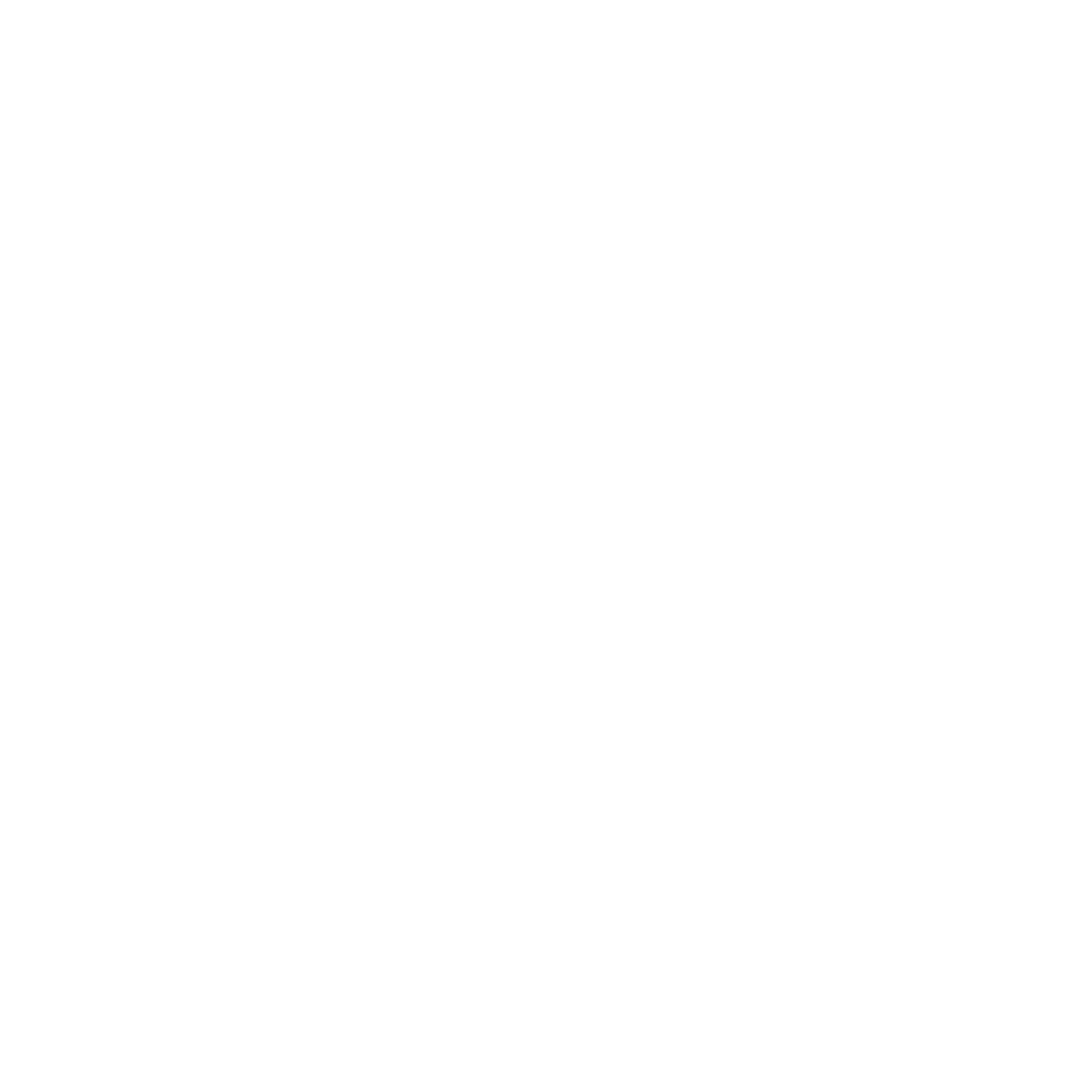
Section 2. Supplementary Declarations. The additions authorized under the foregoing Sections shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions or similar instrument, with respect to the additional property which shall extend the plan of this Declaration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

Such Supplemental Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in these Declaration as may be necessary to reflect the different character, if any, of

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the added property and 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 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. 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

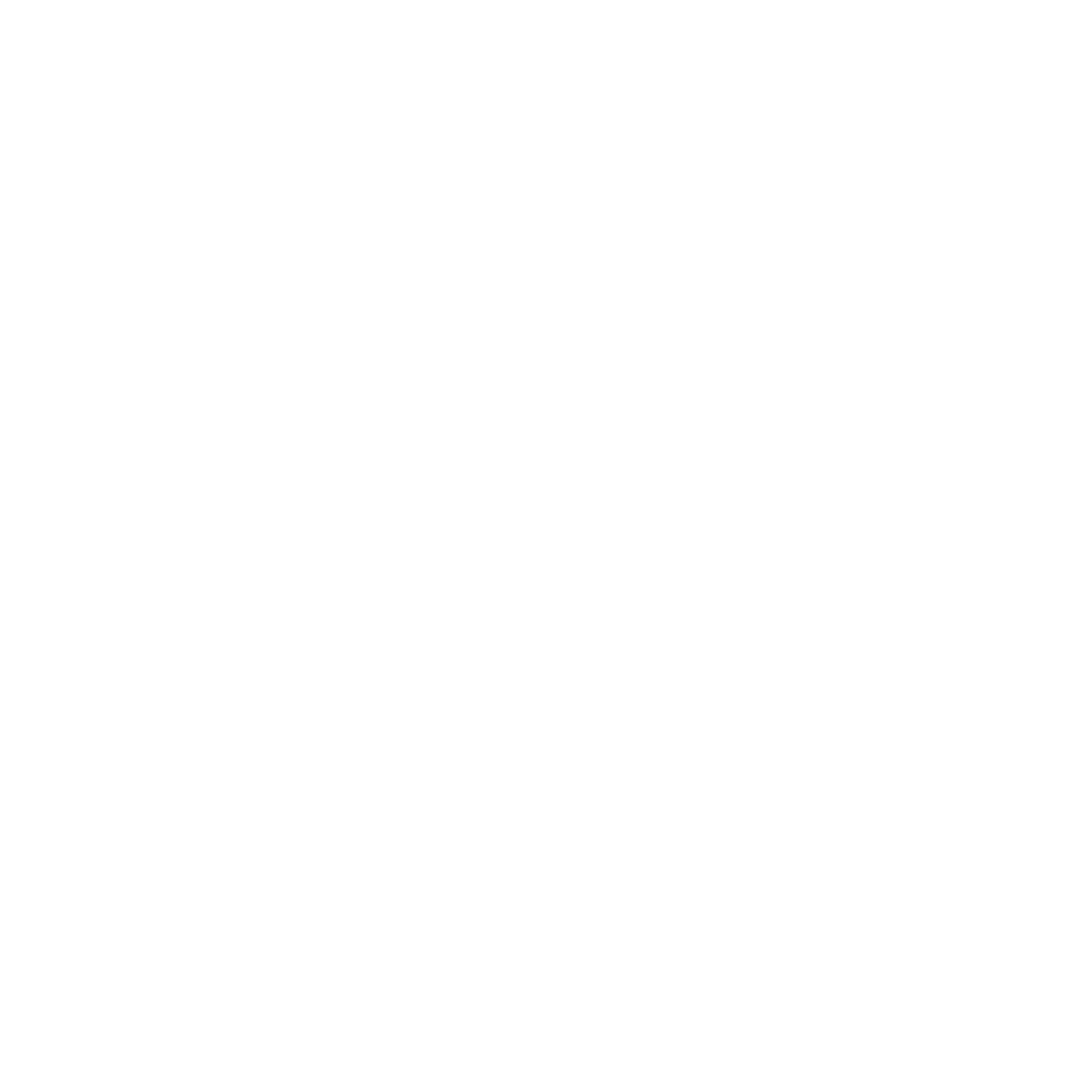
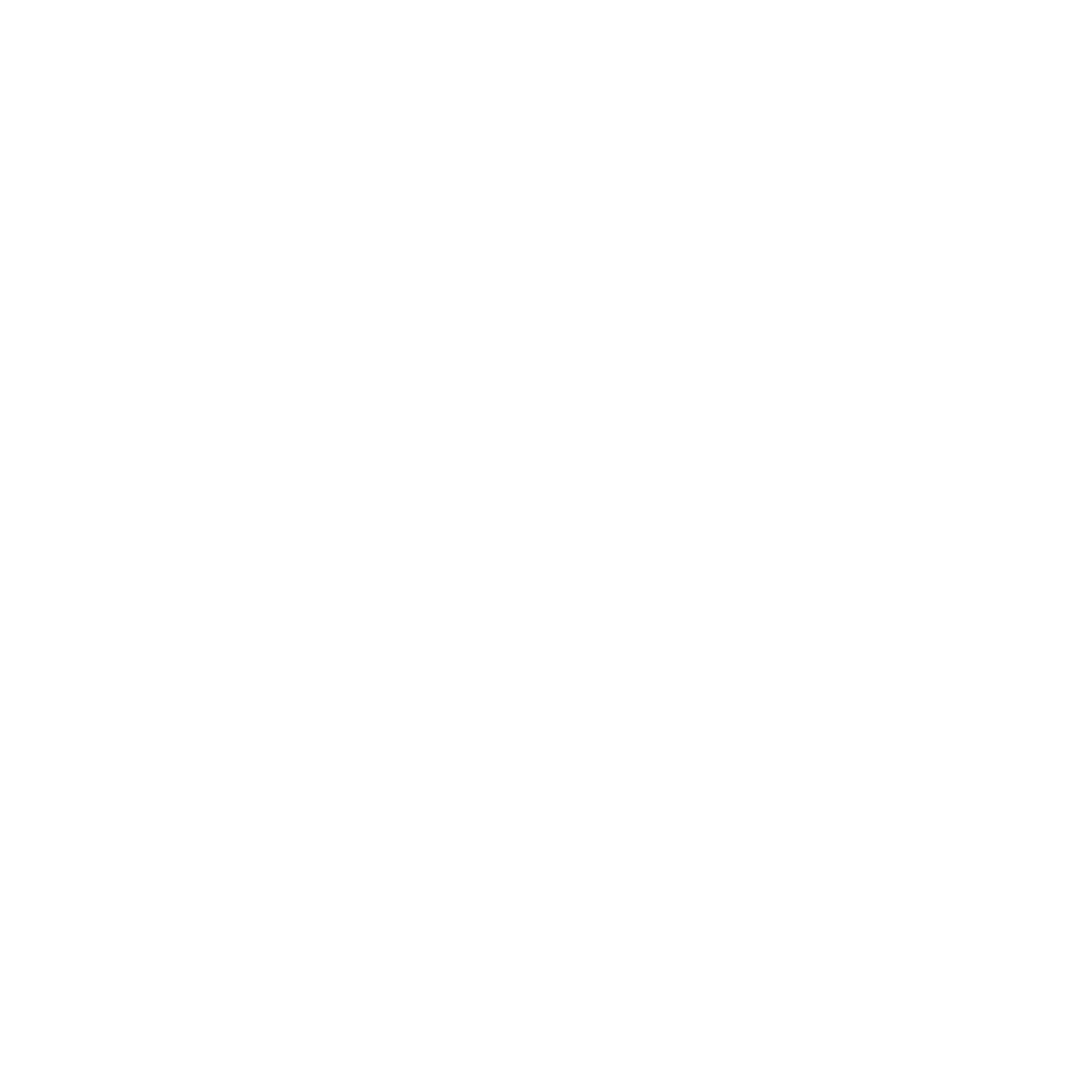
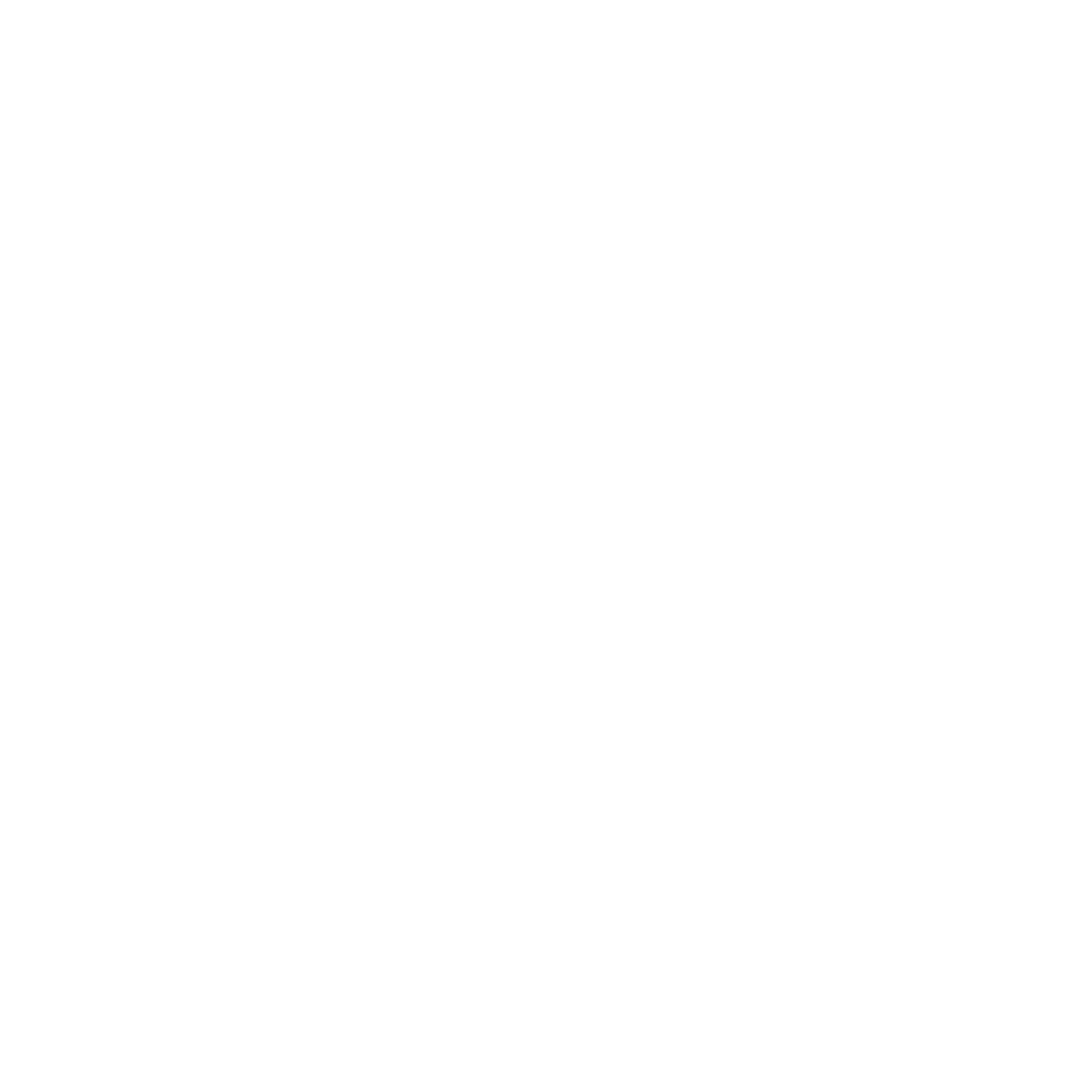
Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association. The terms and provision set forth in this Declaration, which are binding upon all owners of all lots and all members in the Association, are not exclusive as the member shall, in addition, be subject to the terms and provision 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 any owners 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

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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 on Lot. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and By-Laws of the Association.



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:

1. 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 the recreational facilities thereof.
2. 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, provide that the right of any mortgagee shall be subordinate to the rights of the members.
3. 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 proposes 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 his 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 then (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.

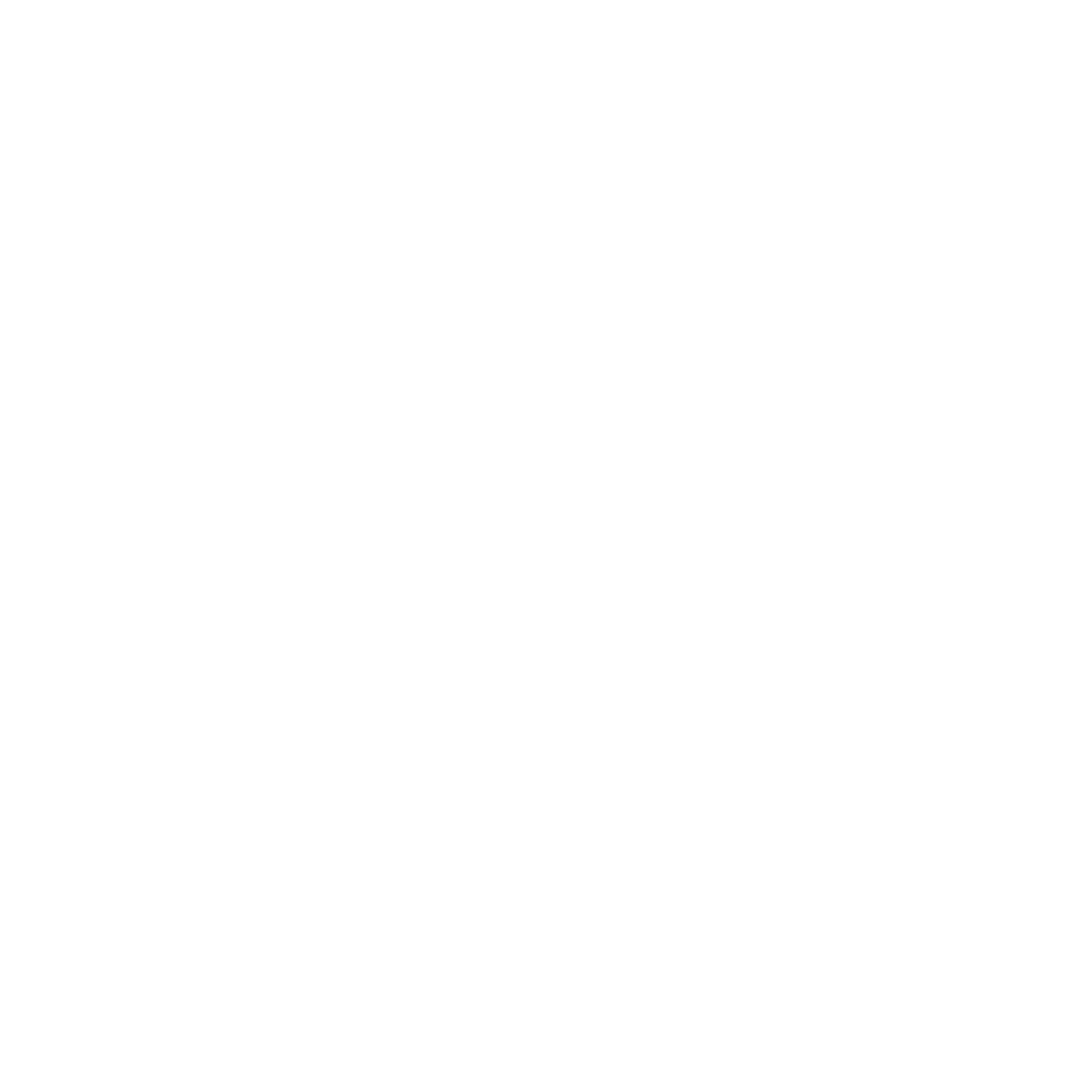
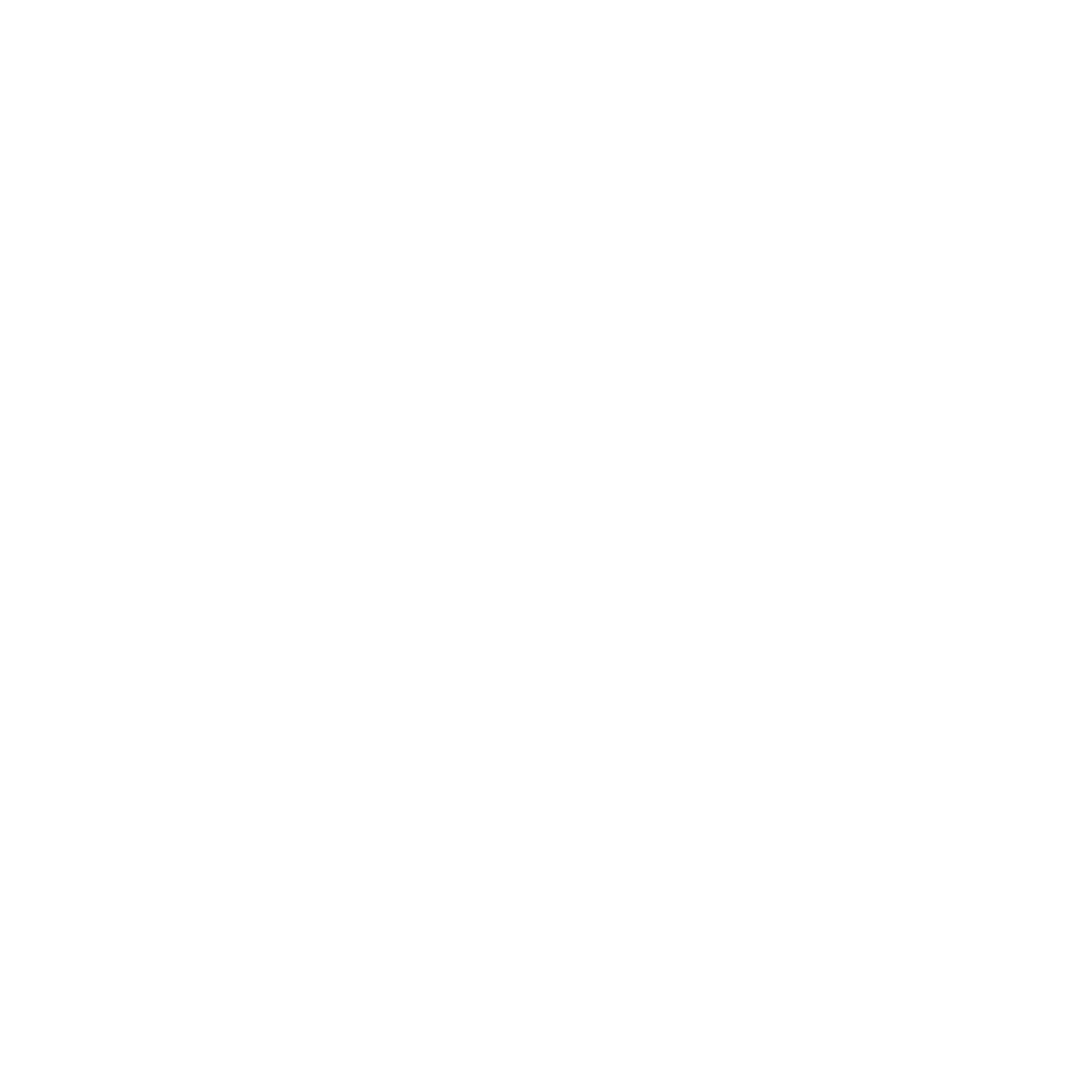
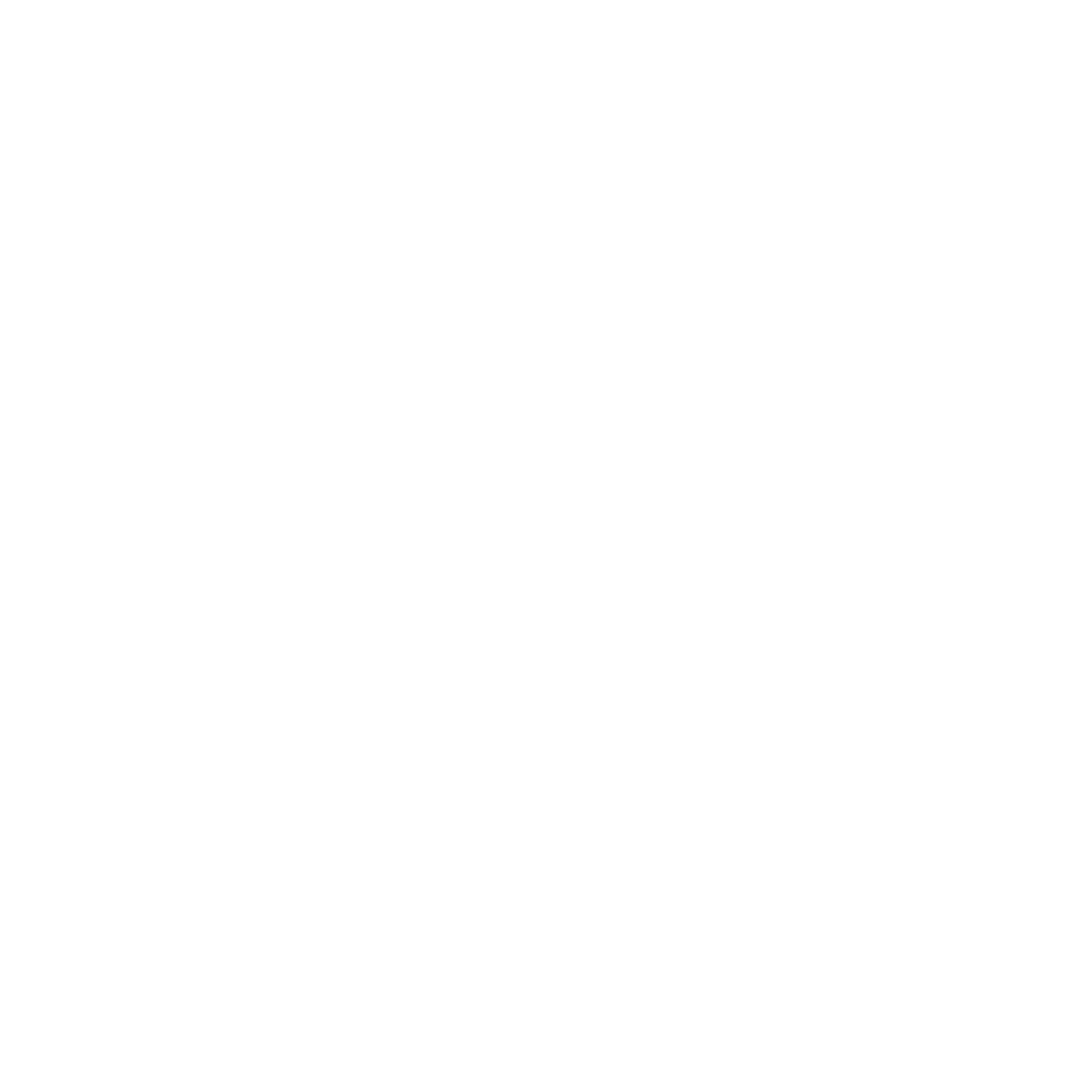
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Section 3. Waiver of Use. No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area and the facilities thereon or by abandonment of his lot other than by the sale thereof.

*Section 4. Reserved.*

*Section 5. Nothing in this Declaration shall be construed to obligate Declarant to designate or provide any part of the properties as common area.*

**Commented [PR1]:** I think it was likely that Section 5 was intended to be removed in the 1994 Amendment



ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each Member, by acceptance of a real estate contract or deed therefore, covenant and agree to pay 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 assessments together with such interest, costs and reasonable attorney’s fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. In any conveyance, except to a 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 forth the amounts of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the Lot conveyed be a 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.

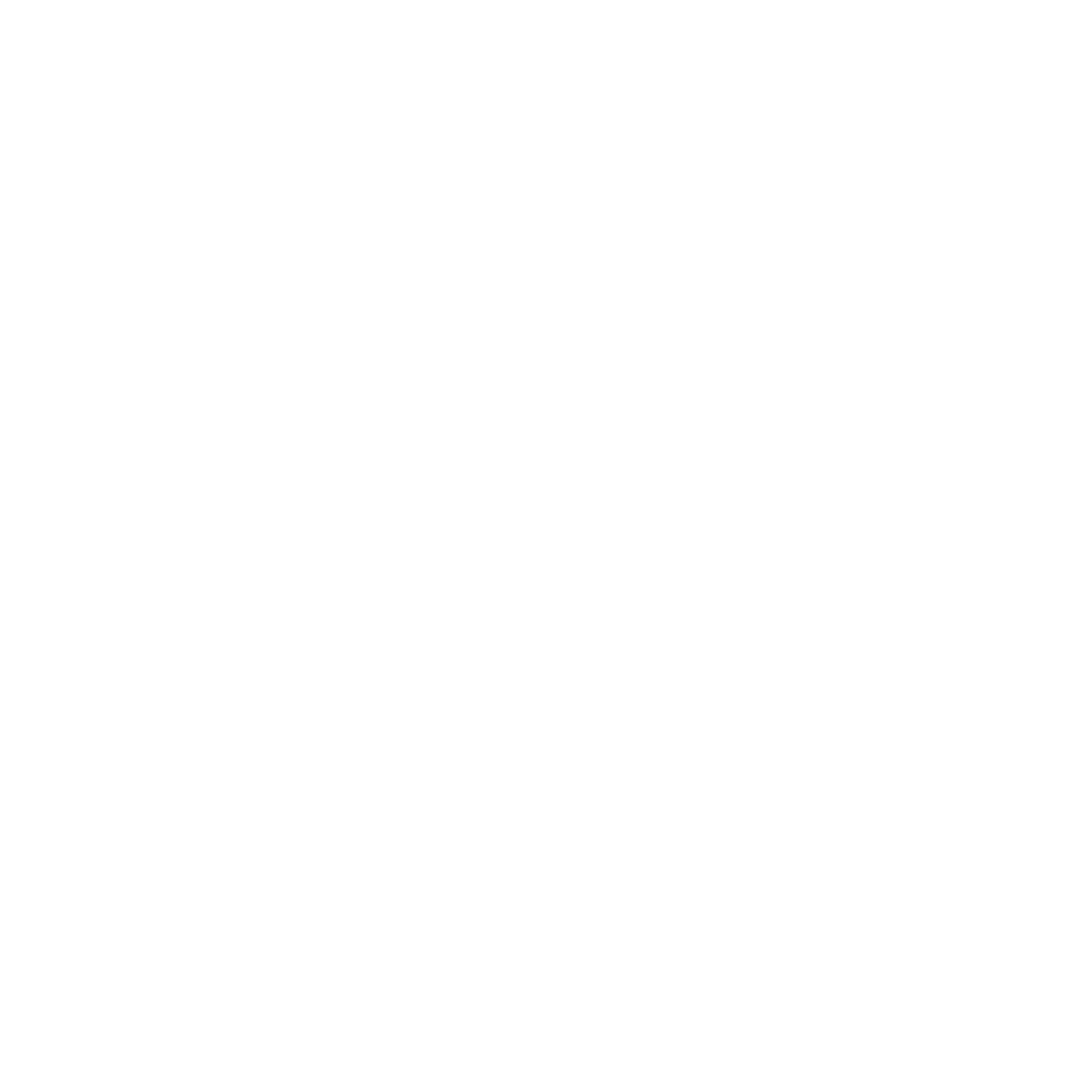
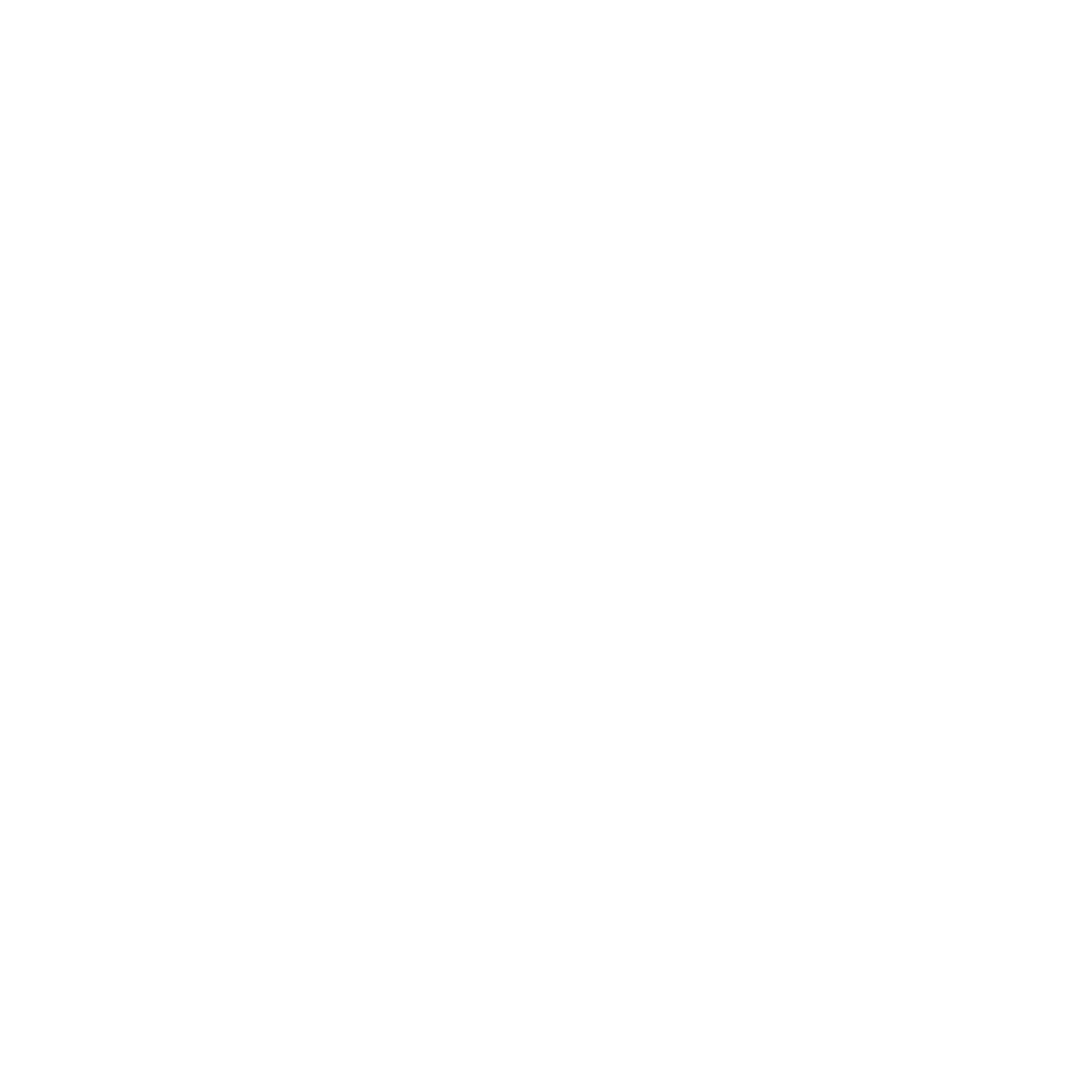
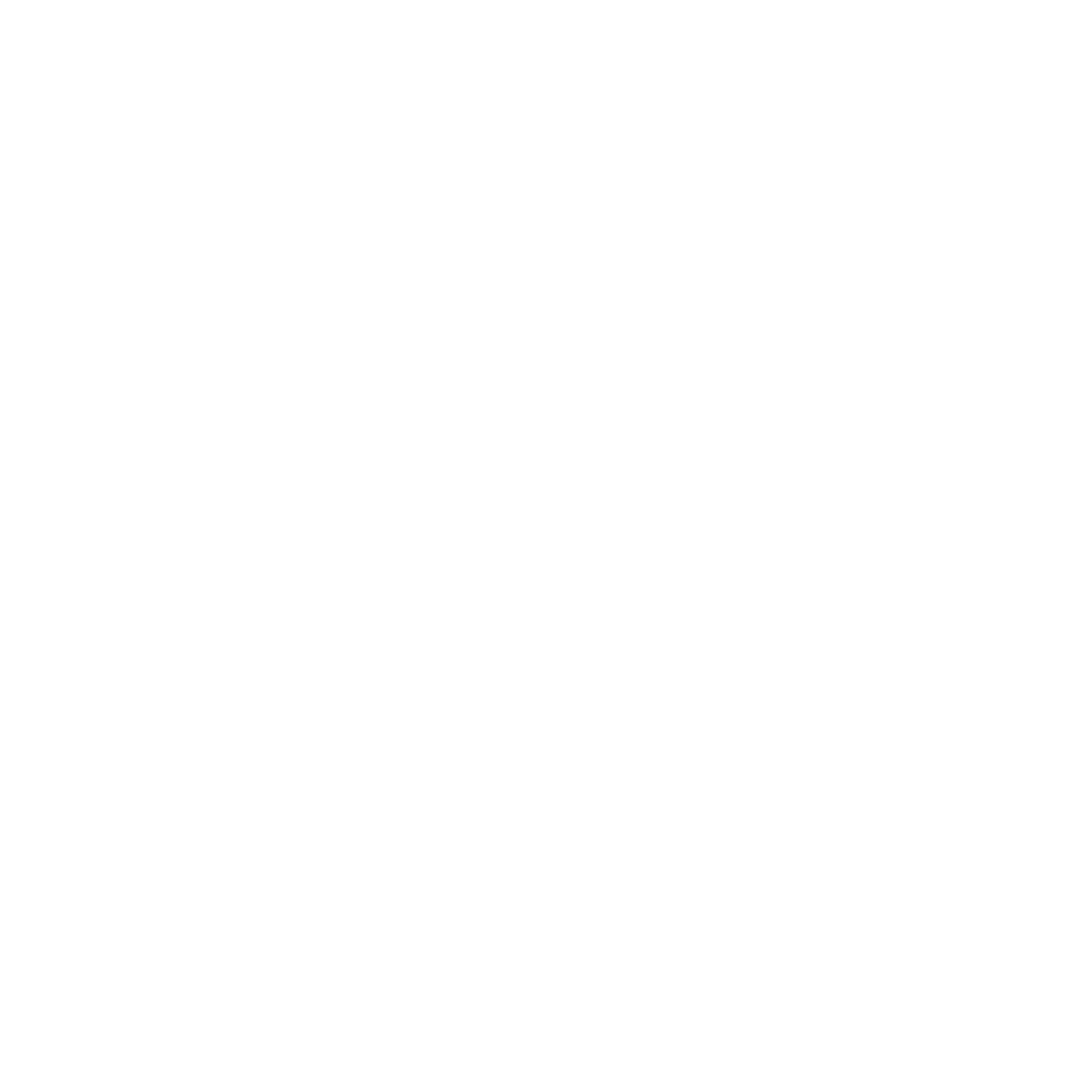
Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the improvement and maintenance of the properties, services, and facilities 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 the regular assessments shall be determined by the Board of Trustees of the Association pursuant to the Articles of Incorporation and the By-Laws of said Association after giving due consideration to the current maintenance costs and future needs of the Association. Written

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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. 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, 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 of the members 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) days nor more than thirty (30) days in advance of the meeting.



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 lost 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 written request of any Lot owner or any encumbrancer or prospective encumbrancer of a Lot, and upon payment of a 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.

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

authority; and

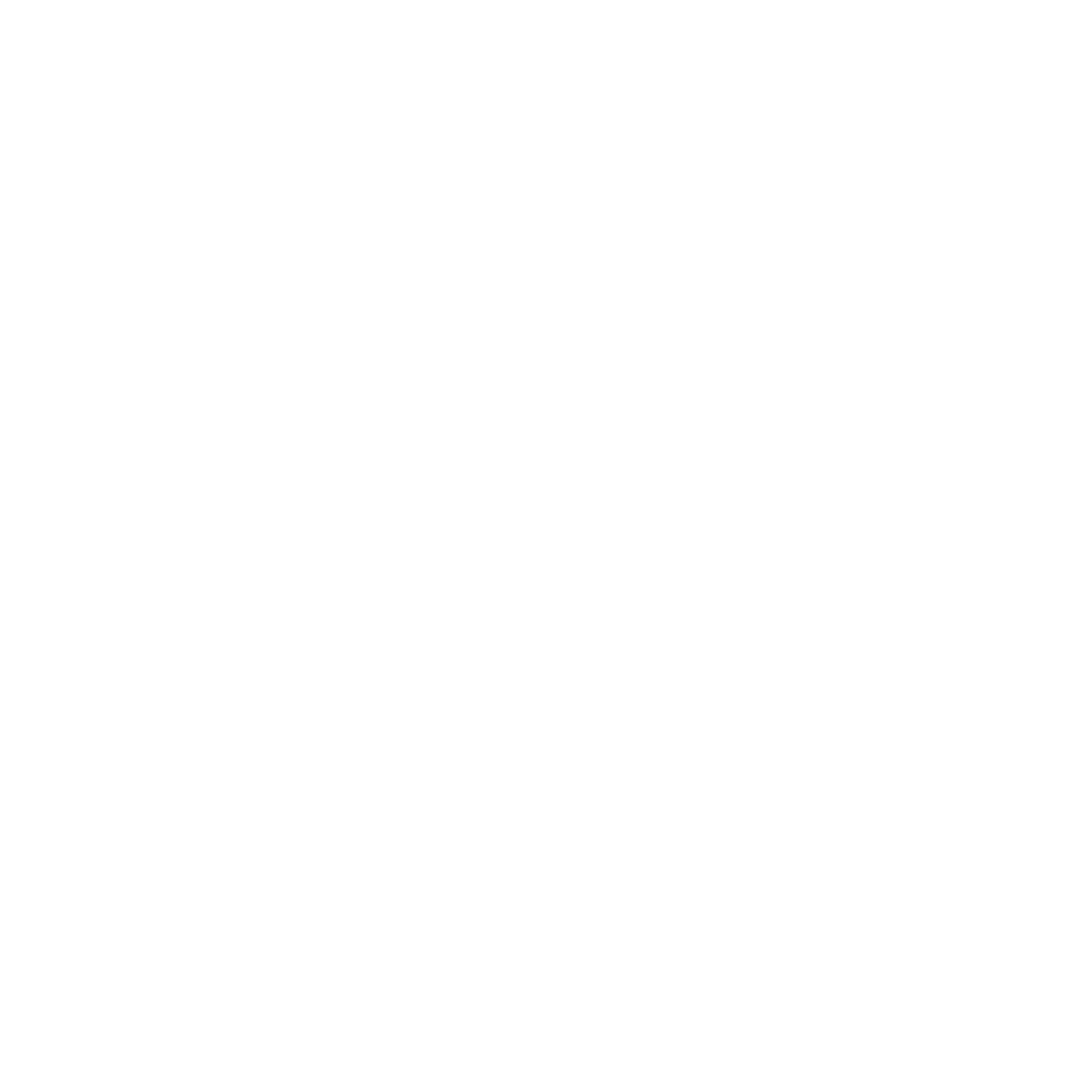
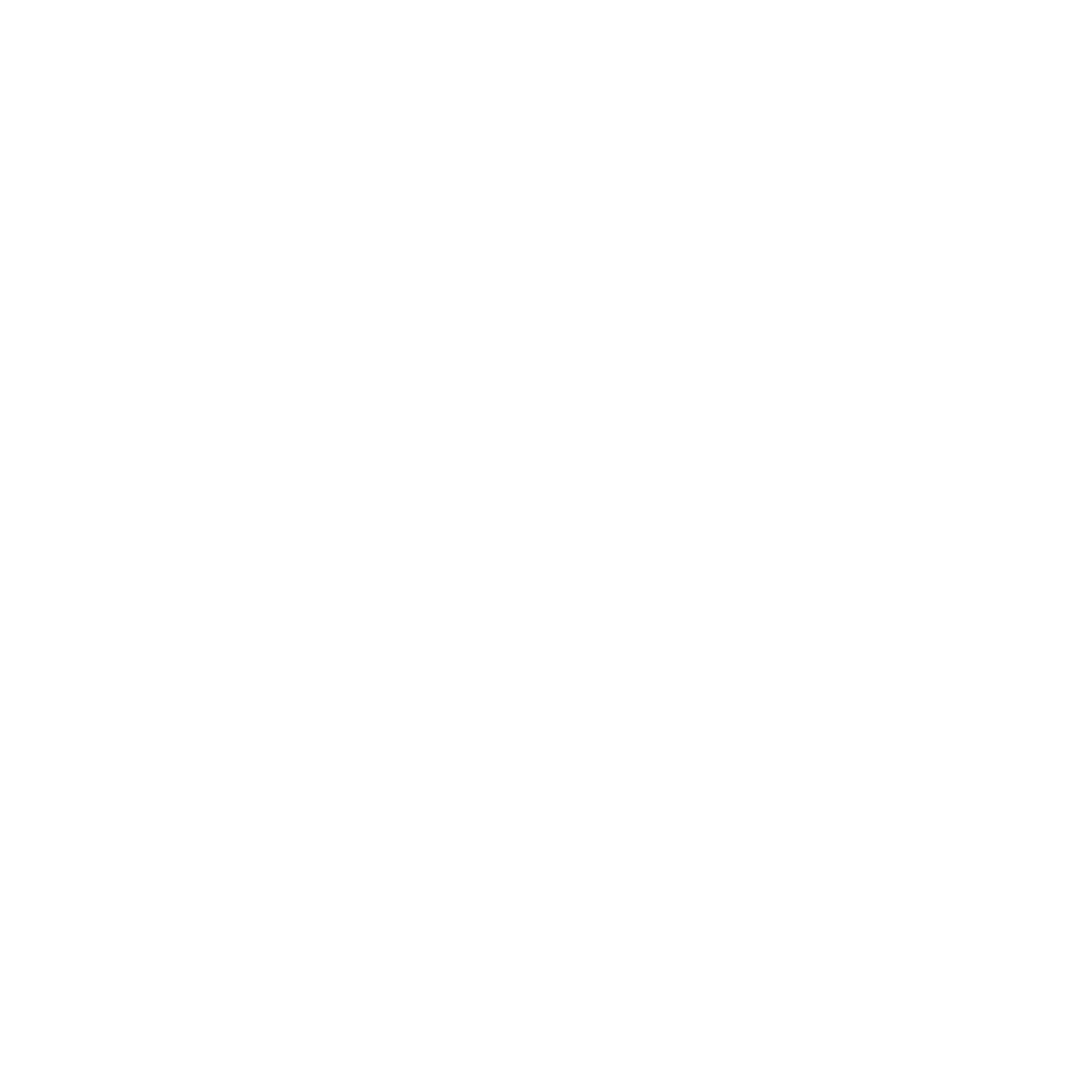
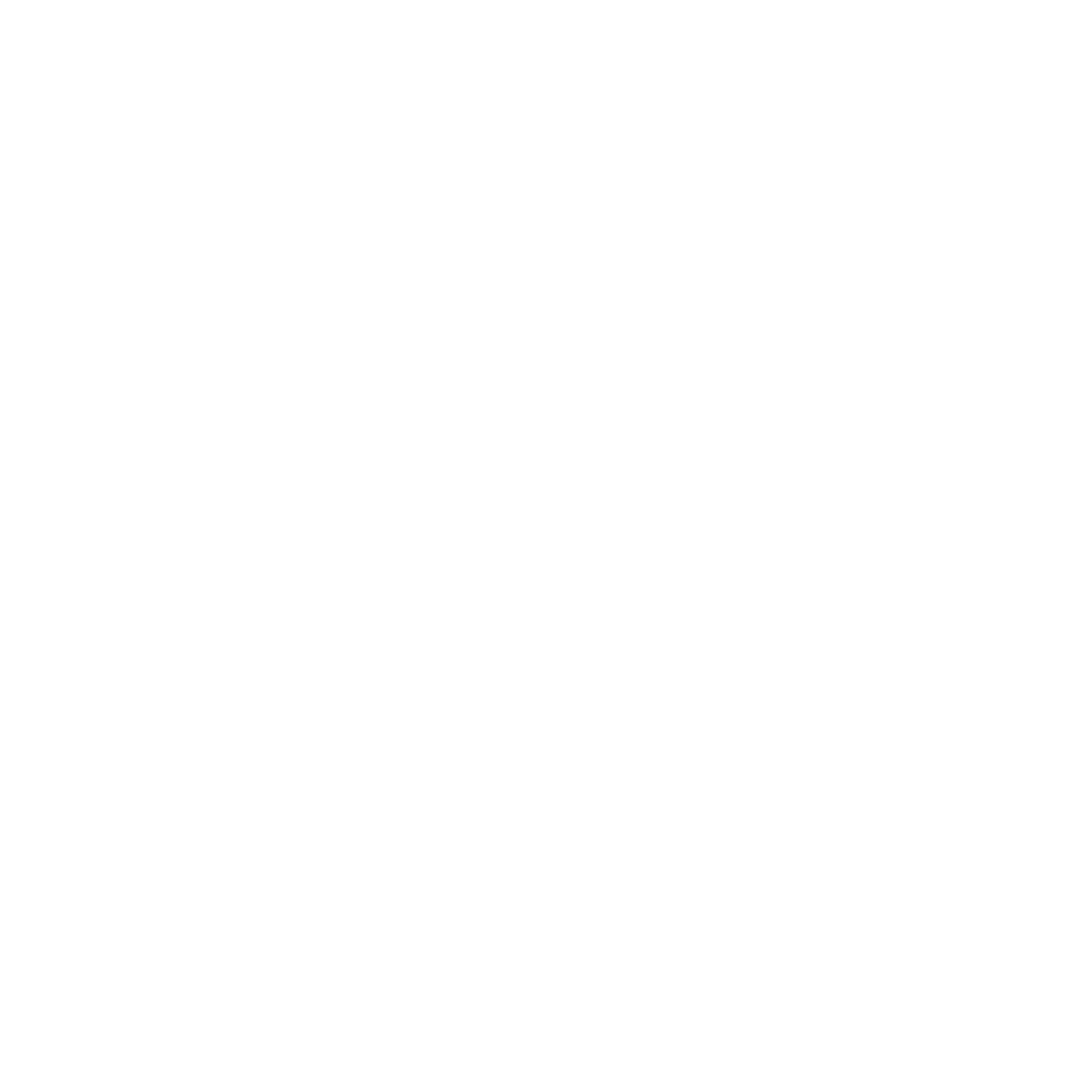
1. All properties dedicated to and accepted by a local public
2. the common area, if any.

ARTICLE VI

NONPAYMENT OF ASSESSMENTS

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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 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 18% per annum, and the Association may, at its option, bring an action at 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 any late charges, 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 of the collection of such delinquent assessments.



Section 2. Notice of Lien. No action shall be brought to foreclose said assessment line or to proceed under the power of sale herein provided less than thirty (30) days after the date of 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.

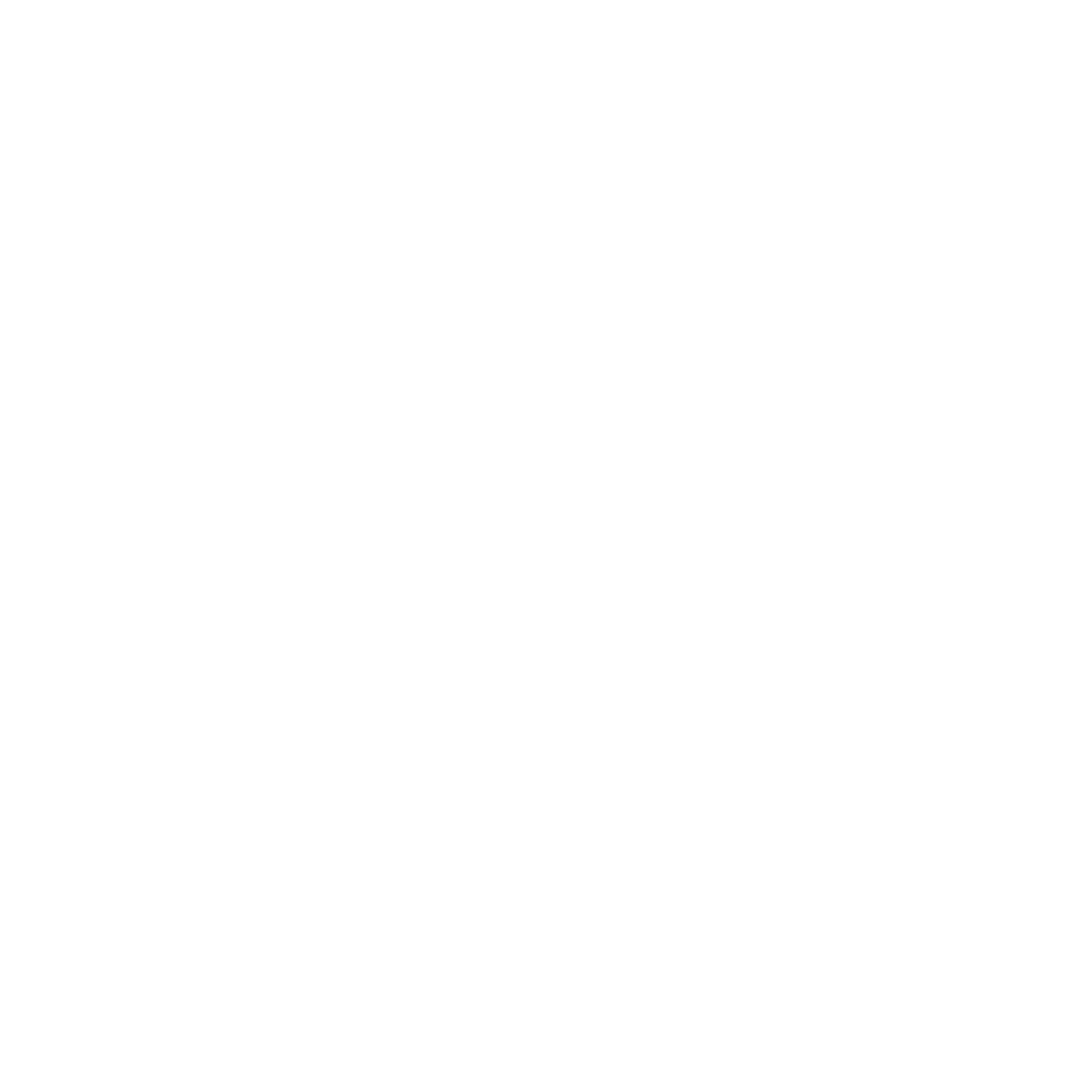
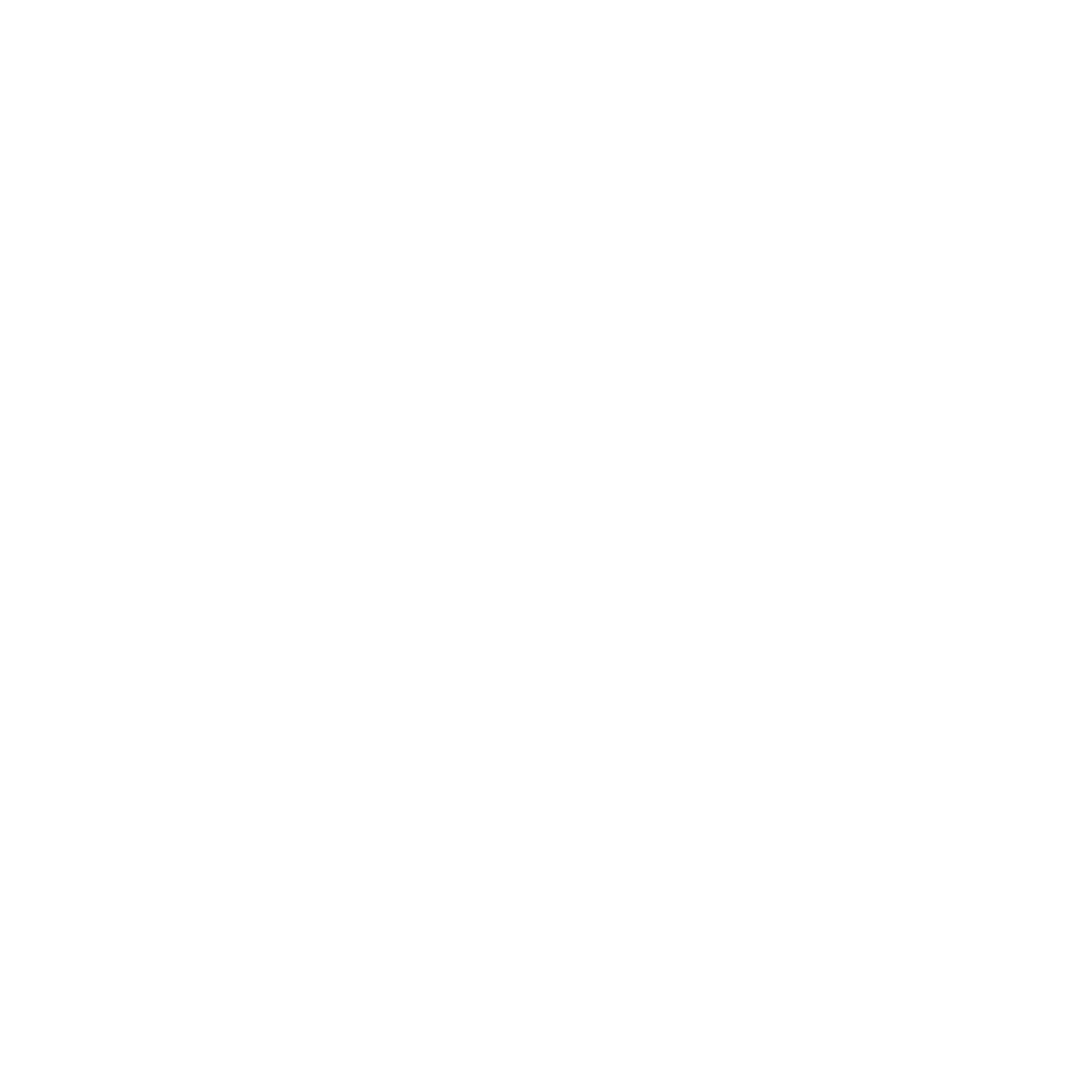
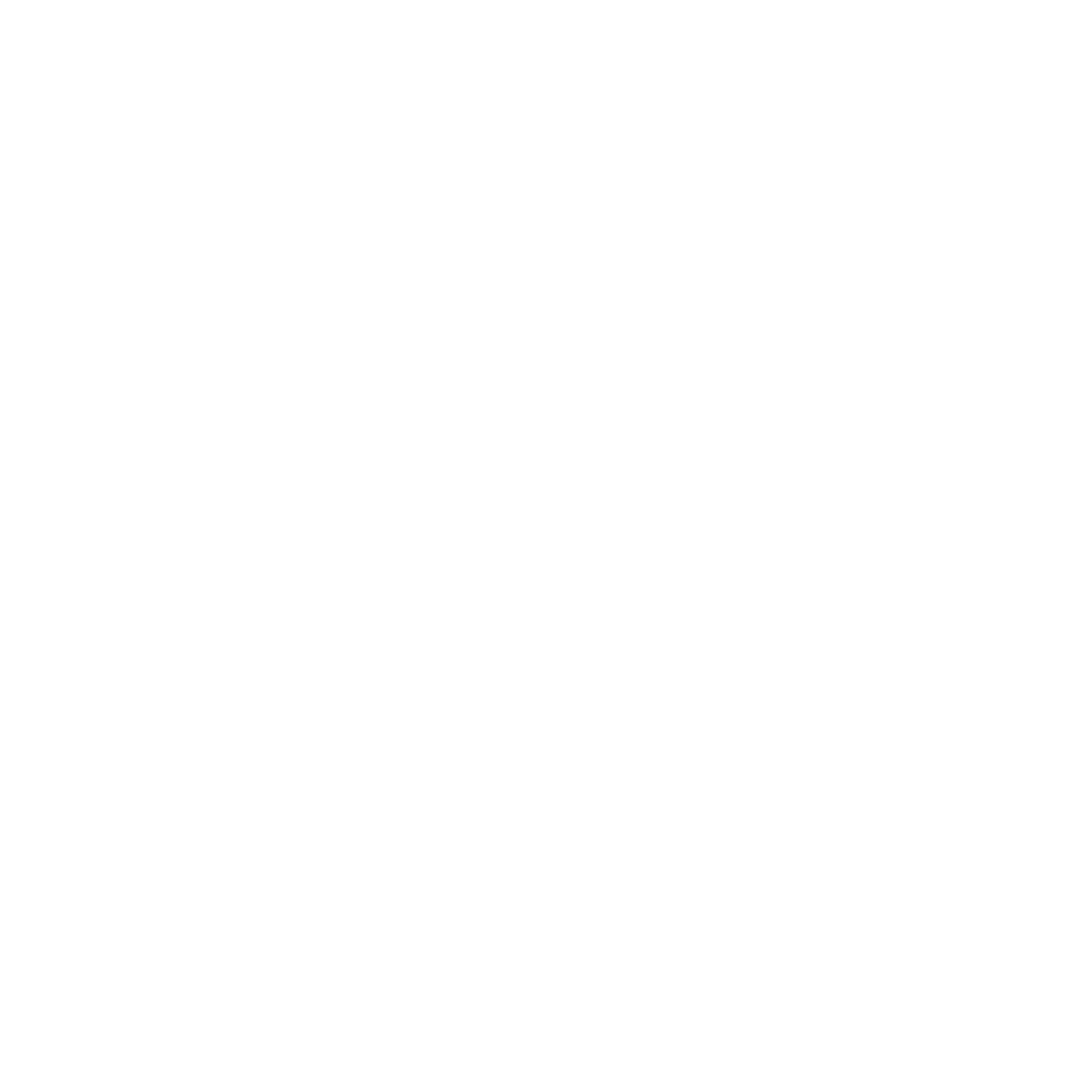
Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, to cover the costs of preparing 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 judgment for unpaid assessments, as above provided.

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 line 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

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or impair the line hereof, except that the line hereof for said charges as shall have accrued to the foreclosure or of the acceptance of the deed in lieu of foreclosure shall be subordinate to the line 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

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 such improvement or improvements to the Architecture Committee and in connection therewith shall submit two complete sets of plans and specification for the proposed improvement or improvements, together with a reasonable processing fee.

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 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. Non-Waiver. The approval of the Architectural Committee of any plans, drawing 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 shall be retained by the Committee. If the Architectural Committee fails to approve or disapprove such design and location within thirty

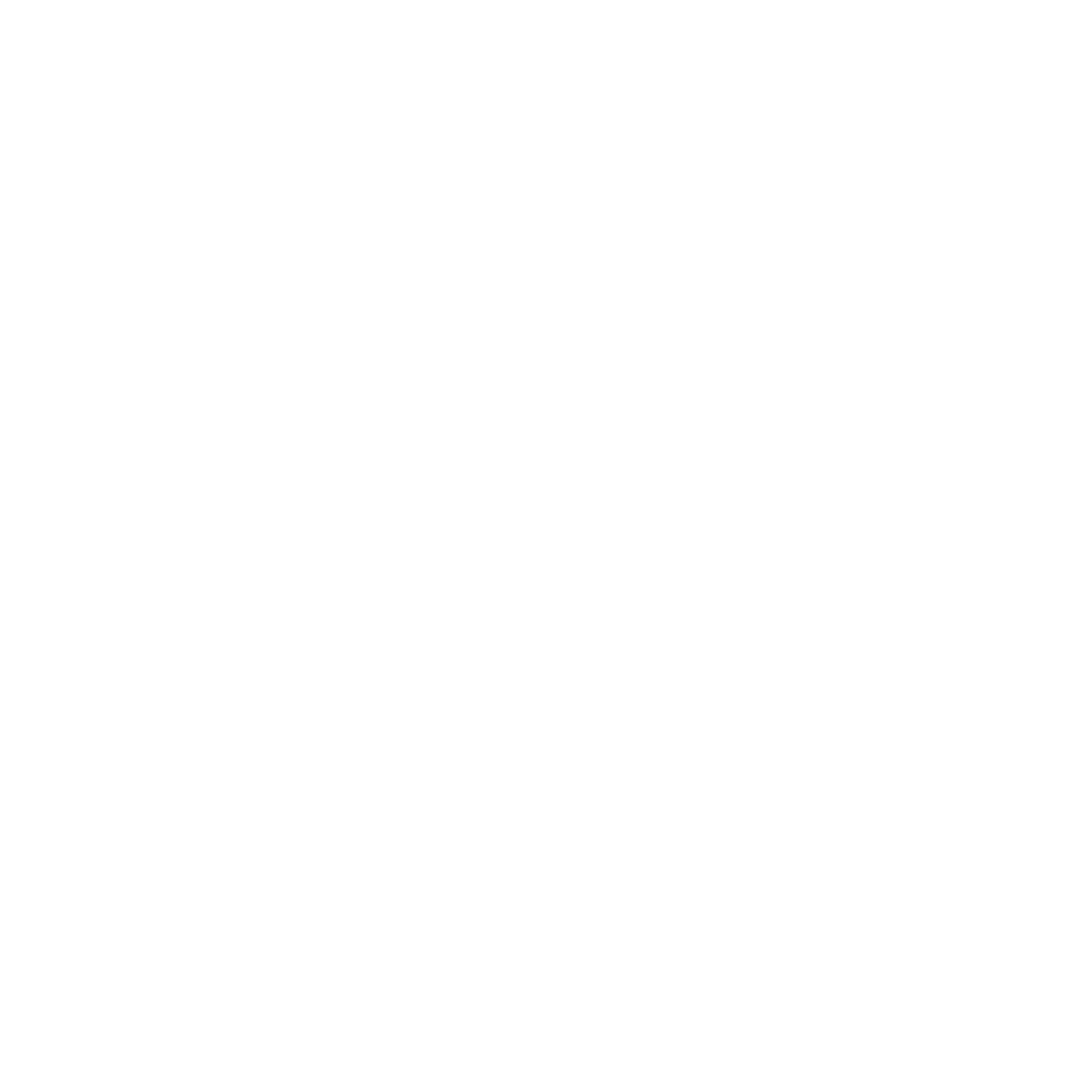
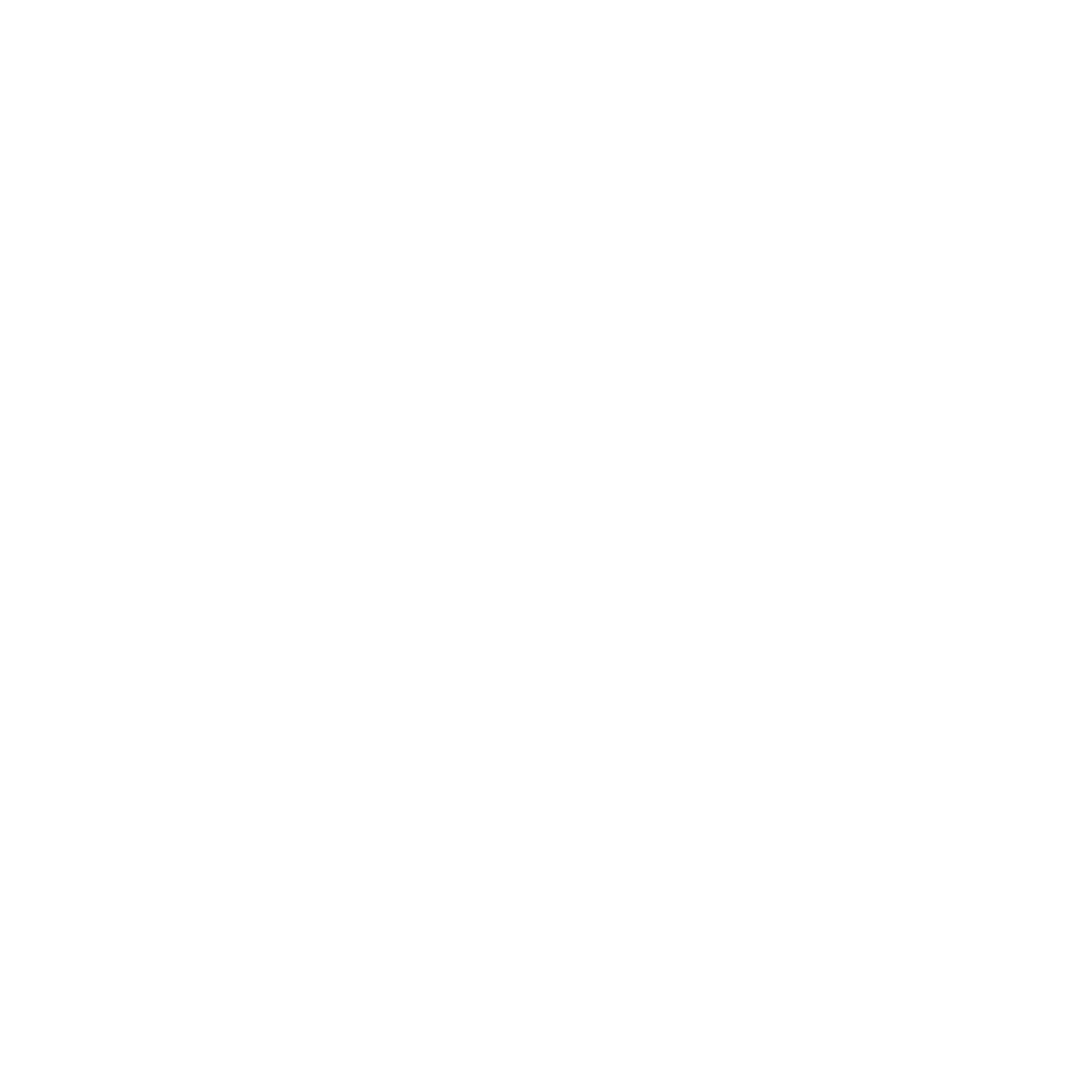
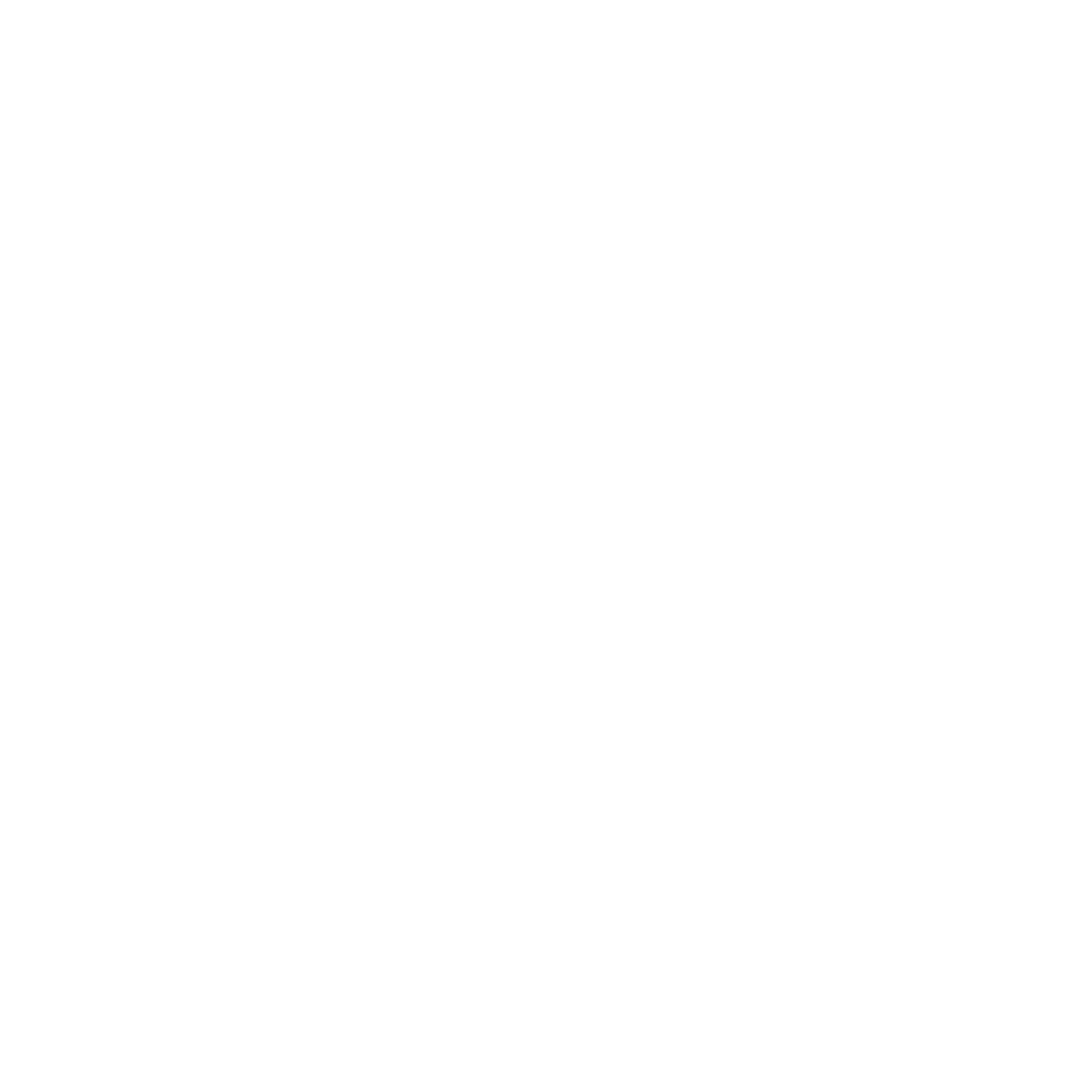
1. days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In order to obtain such approval, the owner must submit for consideration of the Architectural Committee such details and information with relation to the contemplated action as the Architectural Committee shall request.

Section 4. Professional Assistance. If at any time the Architectural Committee shall determine that it would be in the best interest of the Association for such owner to

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employ professional assistance, to design any improvement involved in the proposed work, the Architectural Committee shall inform such owner in writing of its determination.

Section 5. 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’s Board of Trustees. The Association Board of Trustees may adopt, amend, and repeal by a majority vote, 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.



Section 6. Building and Landscaping Time Restrictions. The exterior construction of all dwellings shall be completed within a period of one (1) year following commencement of construction. 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. 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.

Al 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. Appointment of the Architectural Committee. The Association Board of Trustees 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.

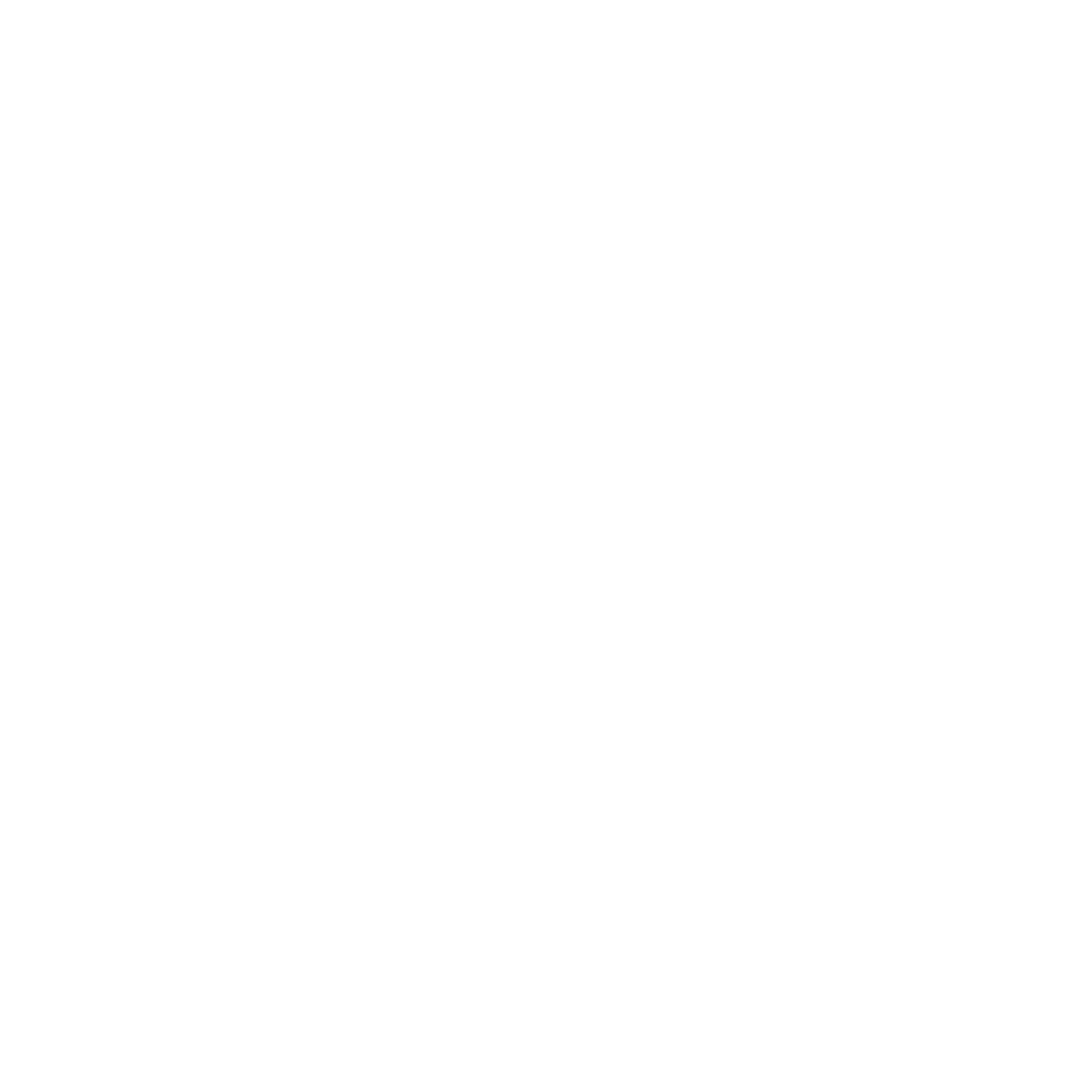
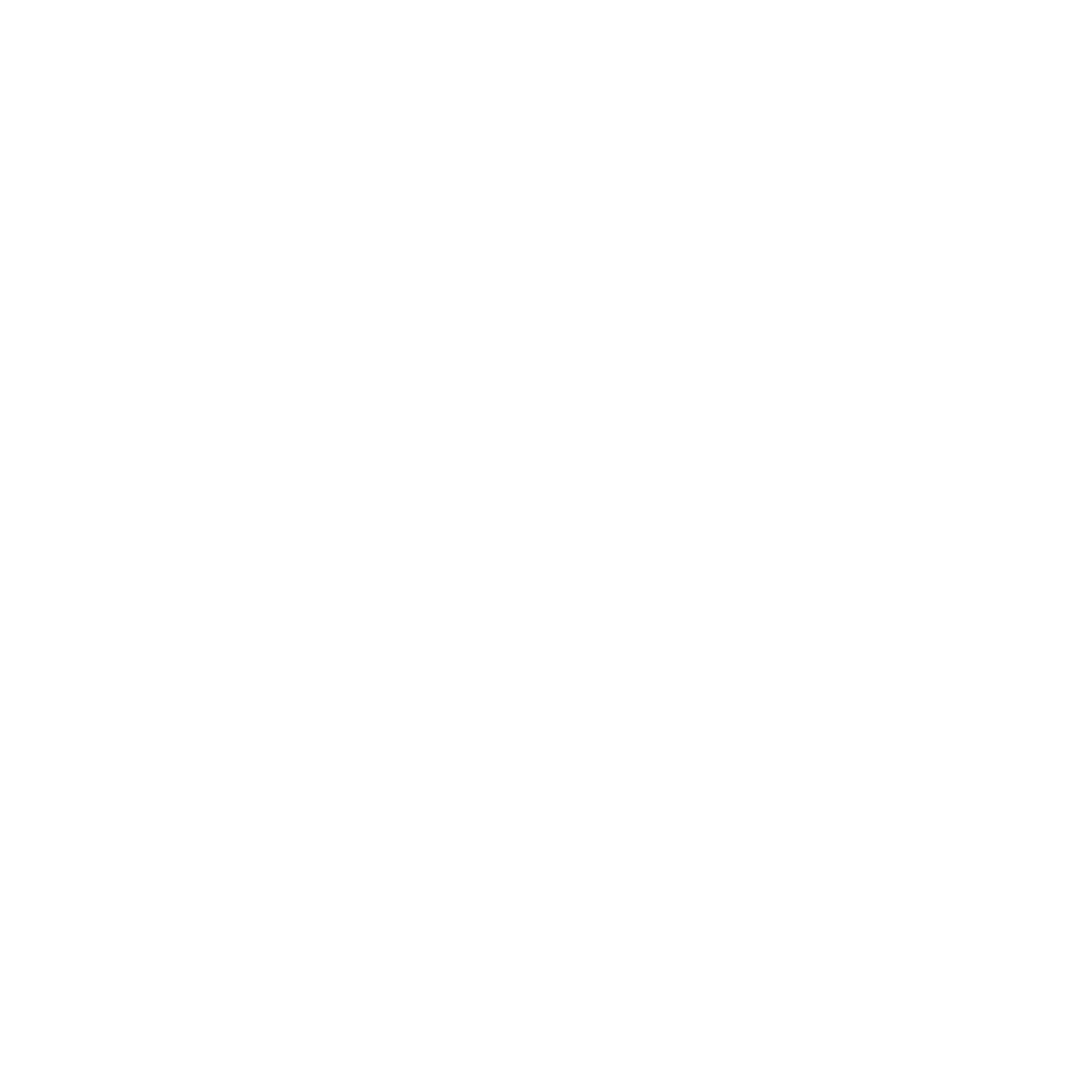
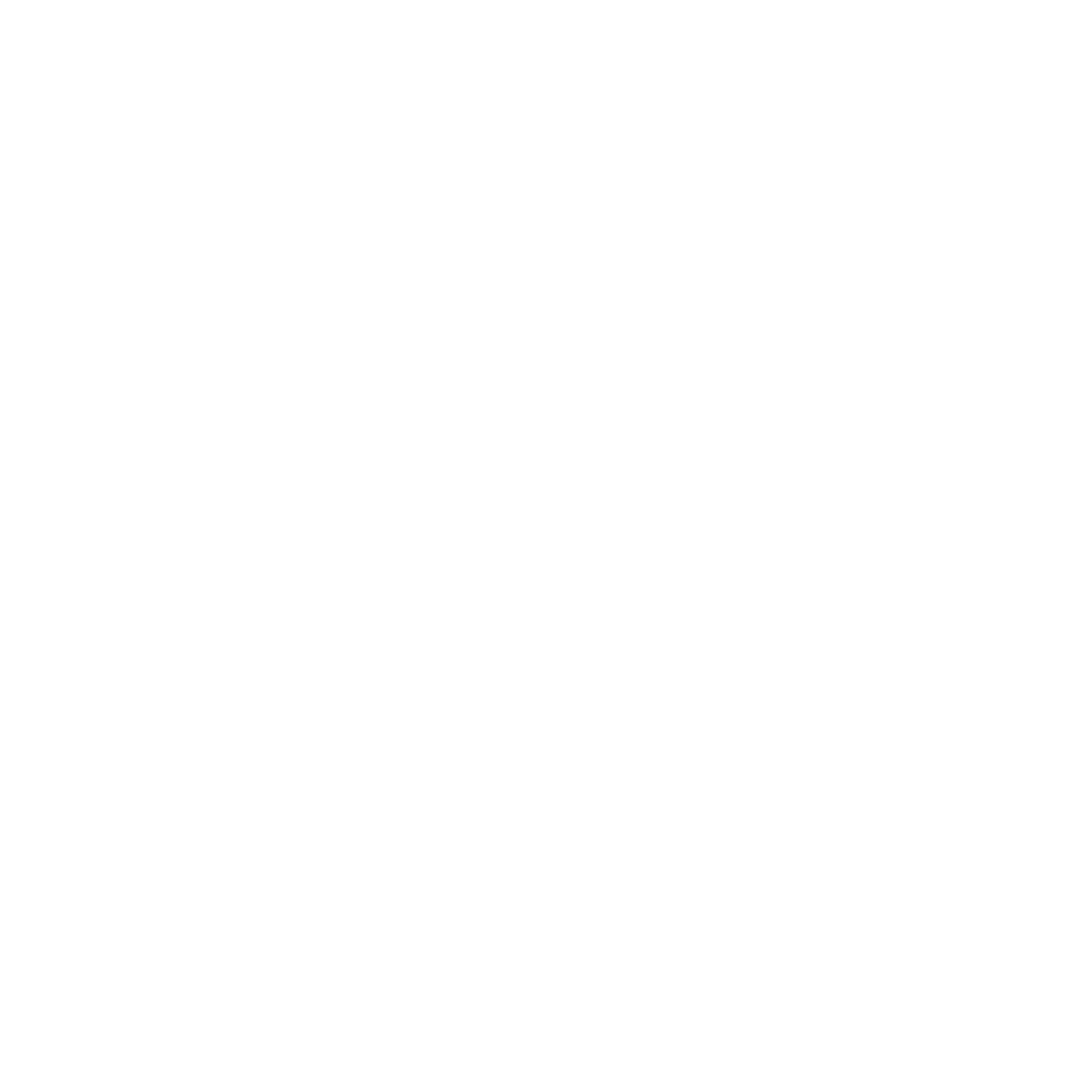
Section 8. Liability. Neither the Architectural Committee nor any member thereof shall be liable to any owner or third persons for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawing and specifications, wither or not defective, (b) the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

Section 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 forty (40) years from the state of the recording of this Declaration. Such powers and duties shall continue following the forty year period until a written instrument has been executed and duly recorded by the then record owners of a majority of the lots appointing a representative or representatives who shall

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thereafter exercise the same powers previously exercised by said Committee. Said representatives may be the members of the Board of Trustees of the Association.

Section 10. Appeal or Variances. A petition may be filed for an appeal or 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 as to any of the covenants and restrictions contained in this instrument, on such terms and conditions as it shall require.



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.

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.

Construction 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.

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:

* 1. Maintain such policy or 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.
  2. 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.

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* 1. 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

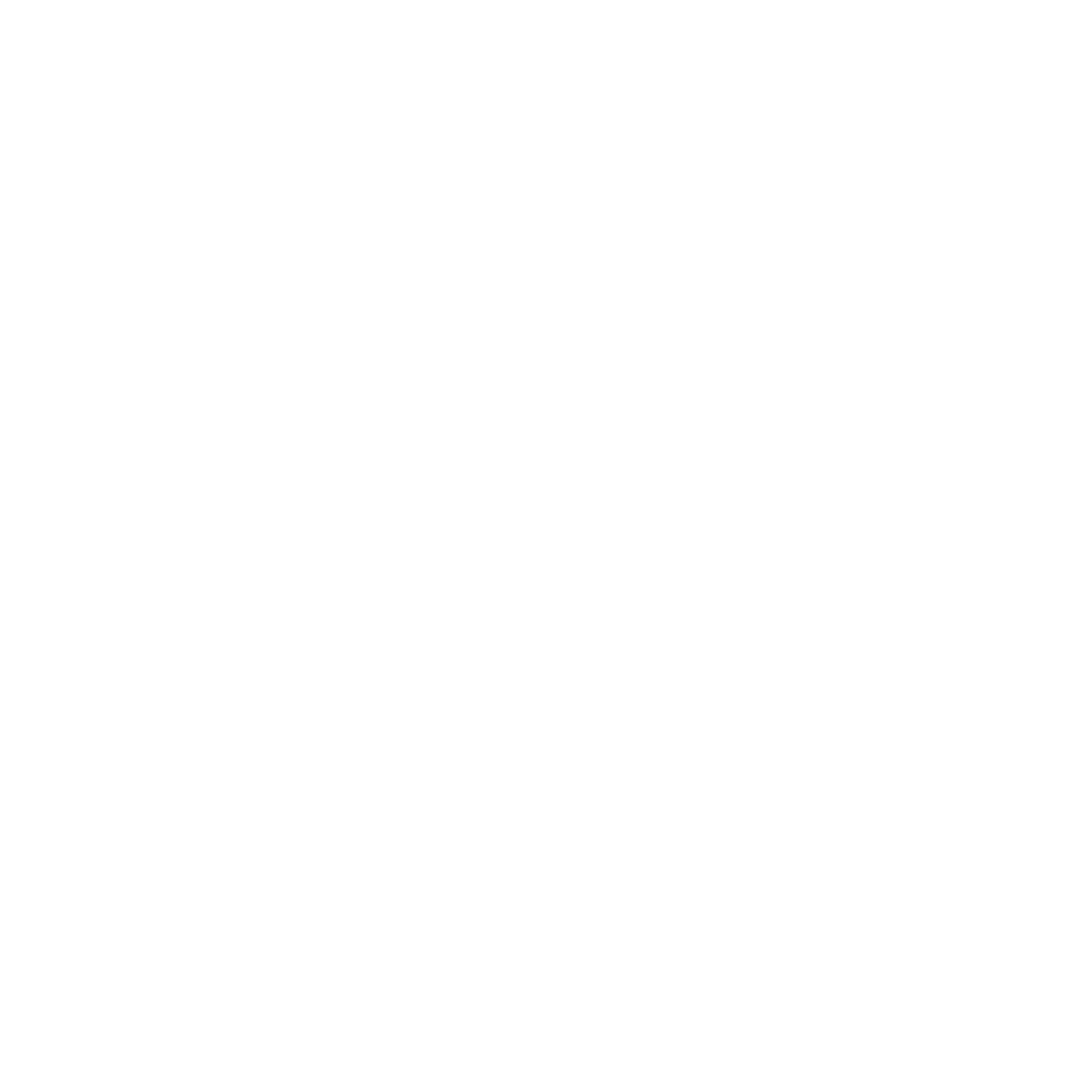
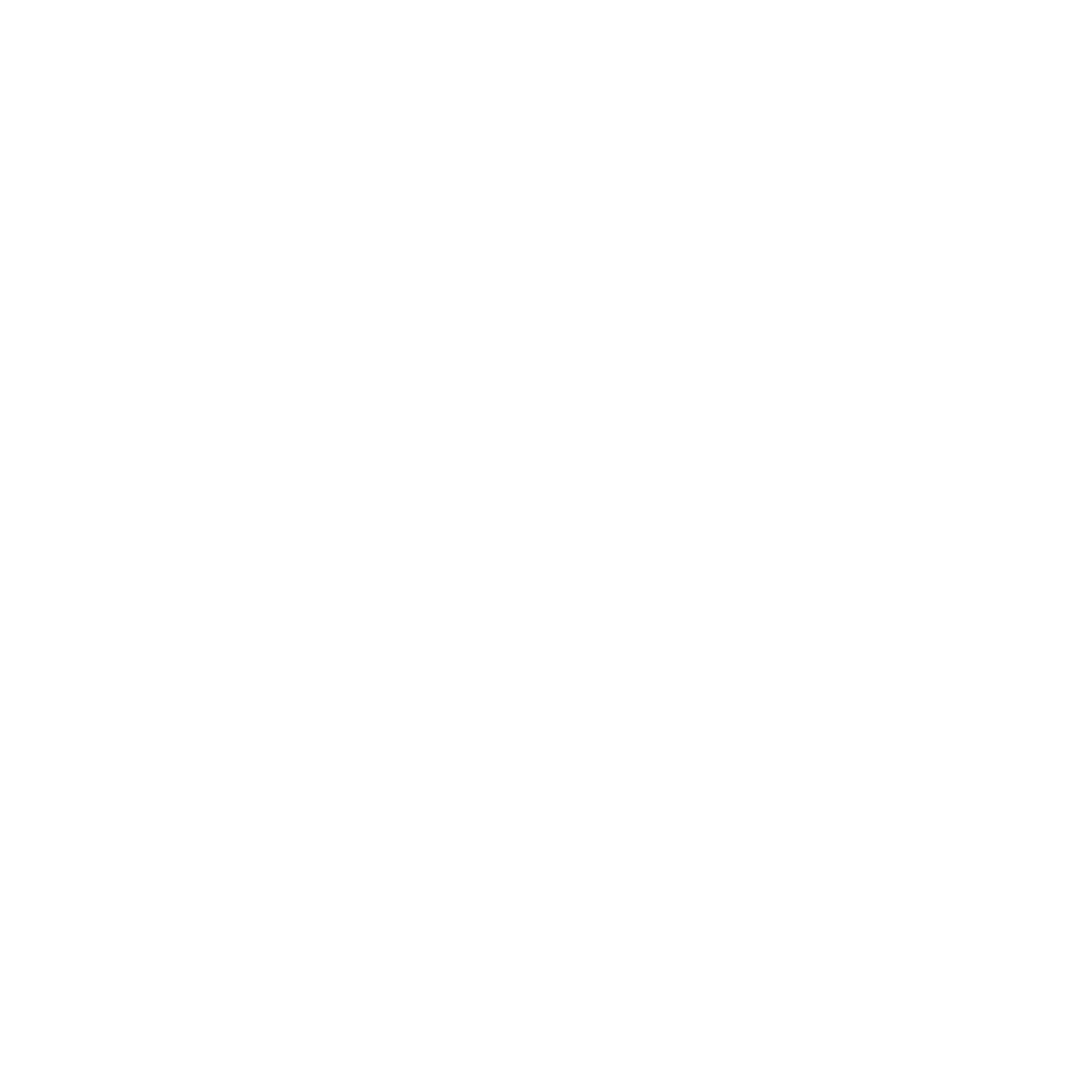
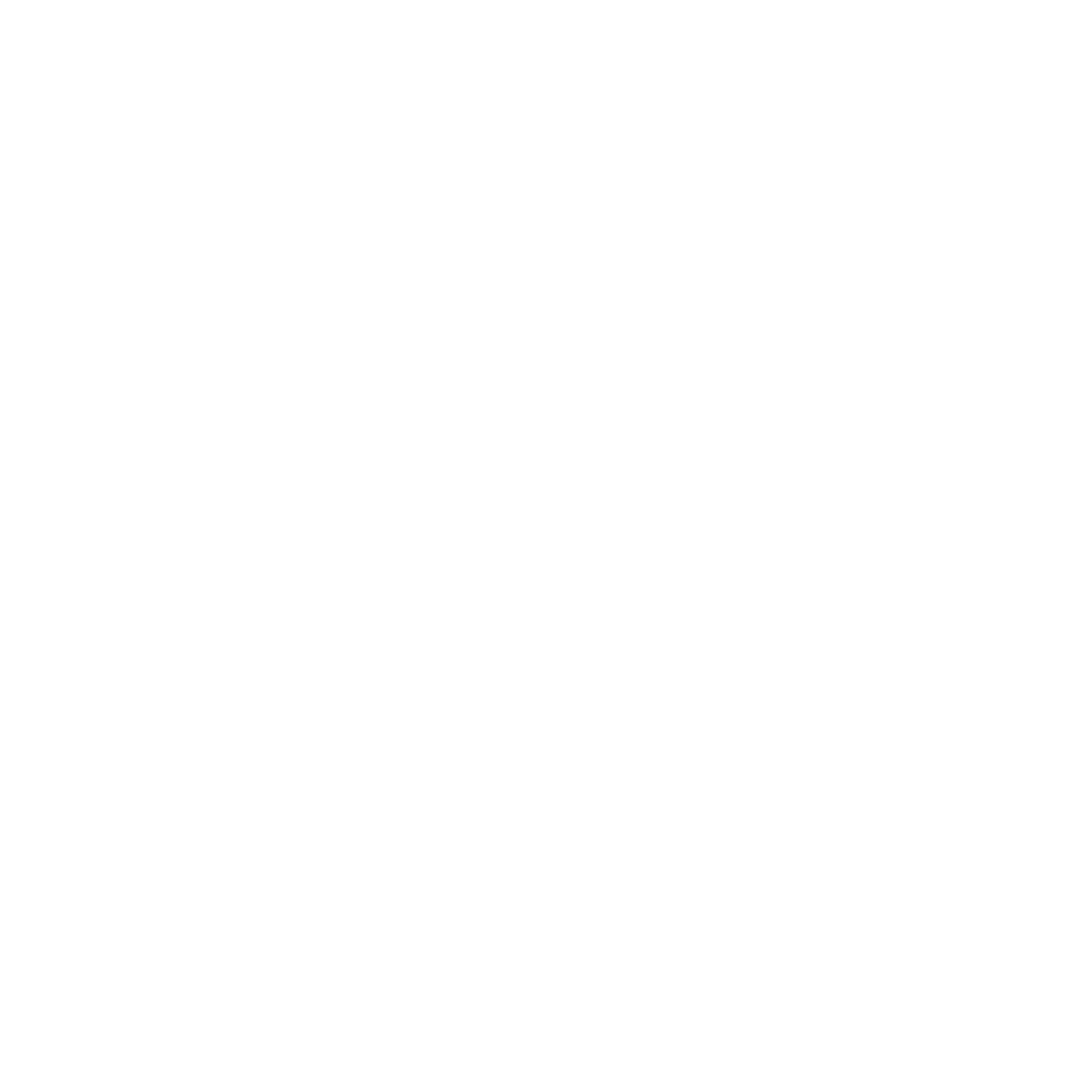
Section 1. The rights and duties of the owners of lots within the properties with respect to sanitary sewer and water, electricity, solar heating systems, gas, telephone and cable television lines and drainage facilities shall be governed by the following:

1. 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 connection, 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 and 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 in or upon the 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 lost 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.
2. 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 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, solar heating systems, and street entranceways 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.

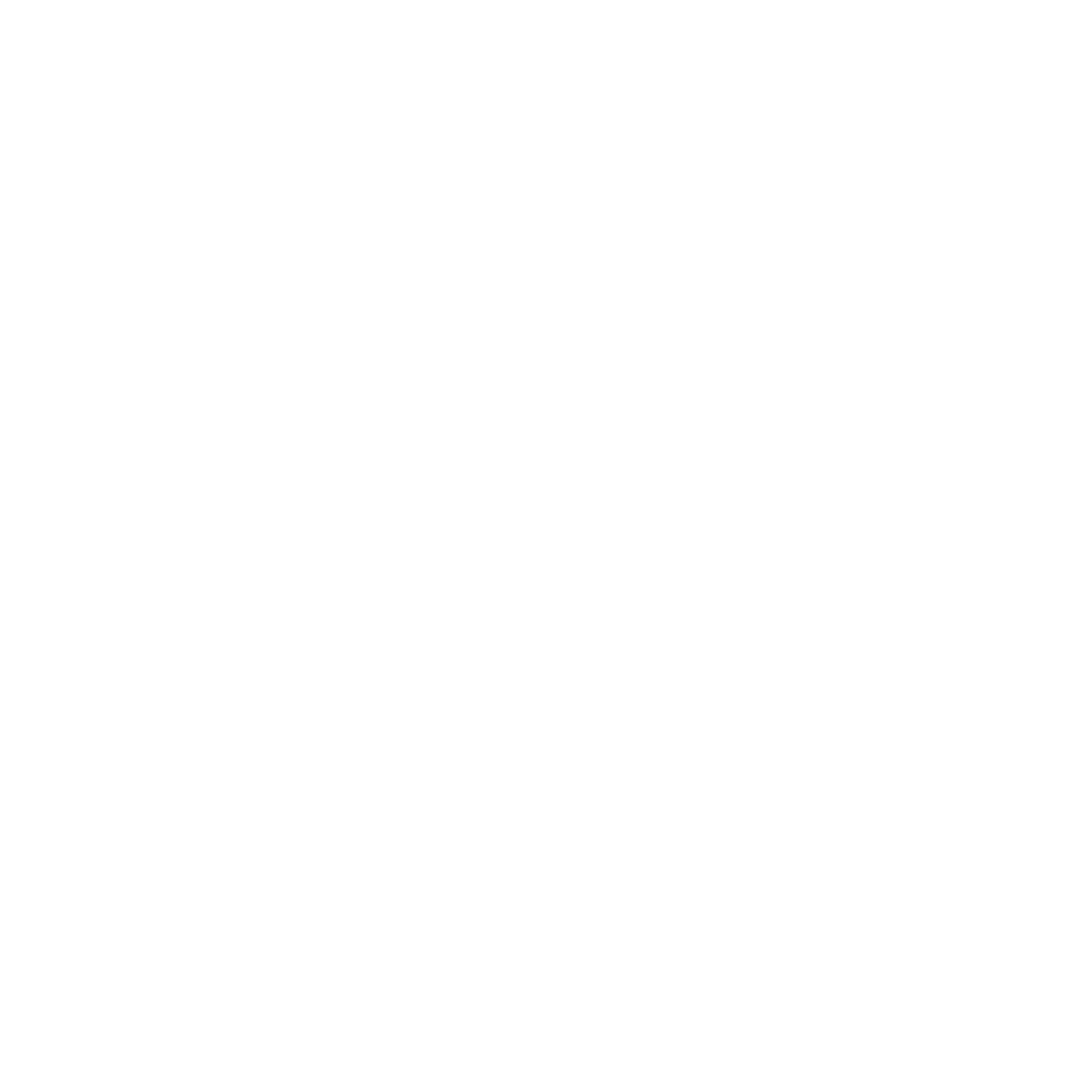
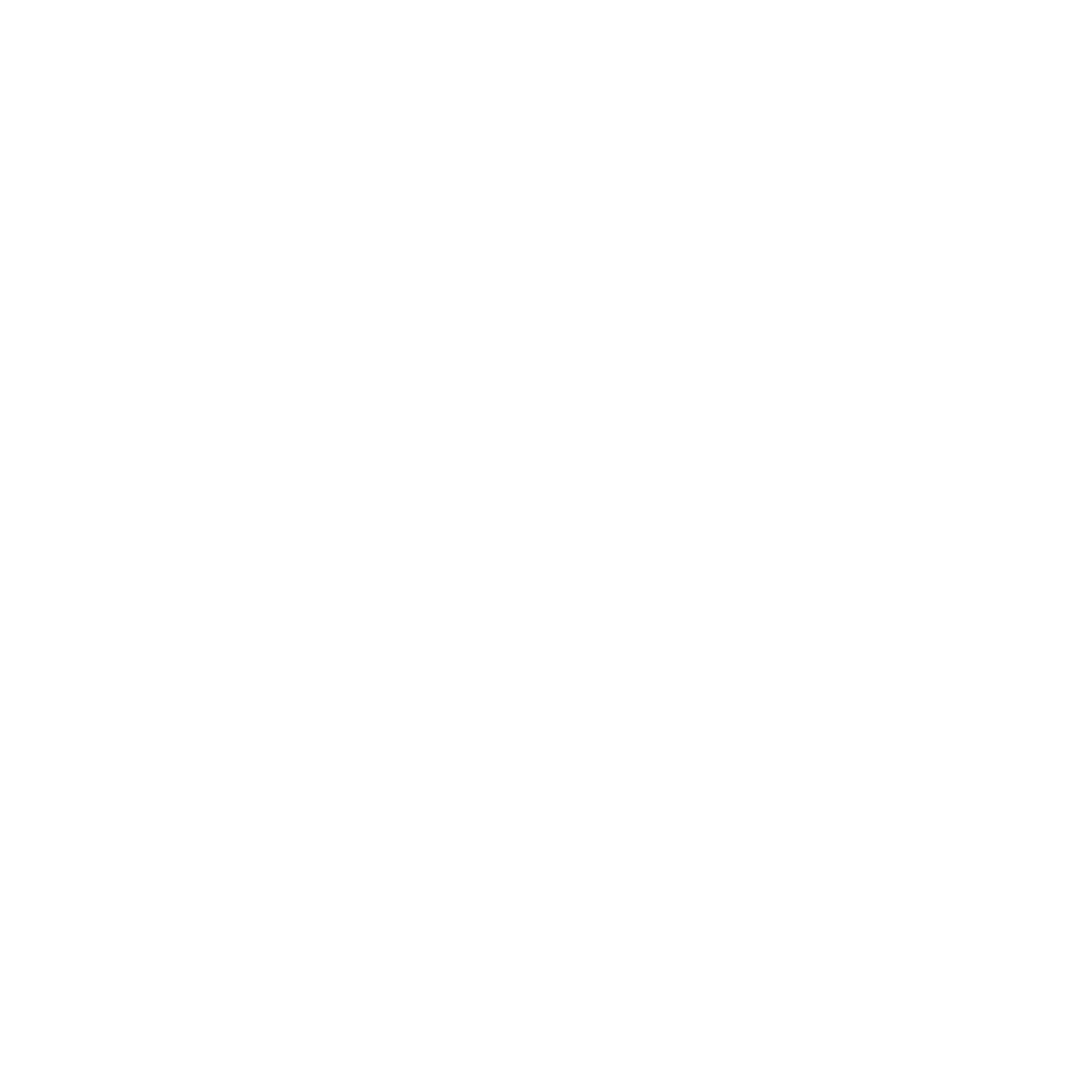
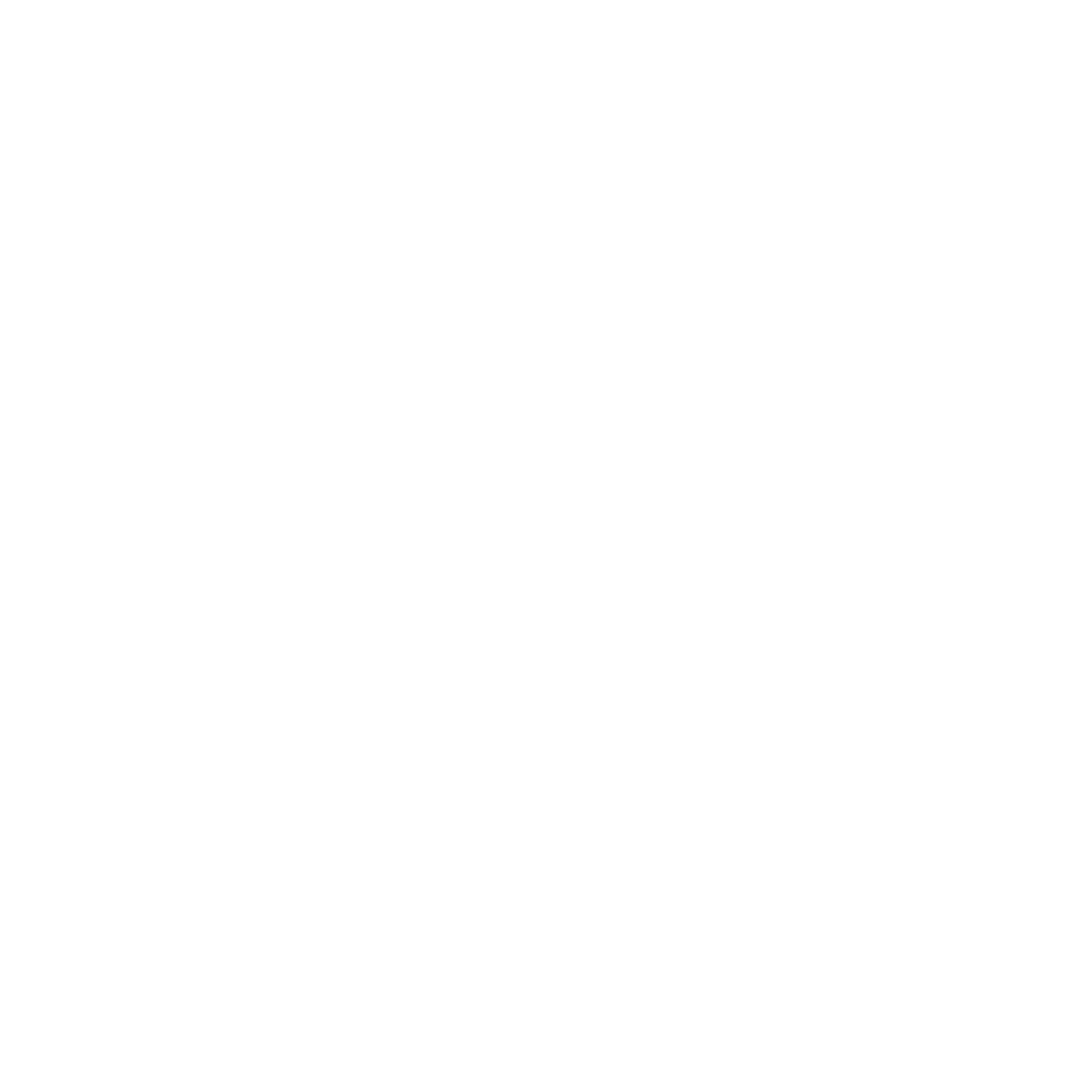
Section 3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear and side five feet of each lot. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of

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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 improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.



ARTICLE X

USE RESTRICTIONS

The general objectives and intent of these covenants, restrictions of these covenants, restrictions and conditions, is to create and maintain a large residential district characterized by the following. Spacious 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 the zoning regulations applicable thereto validly enforced from time to time.

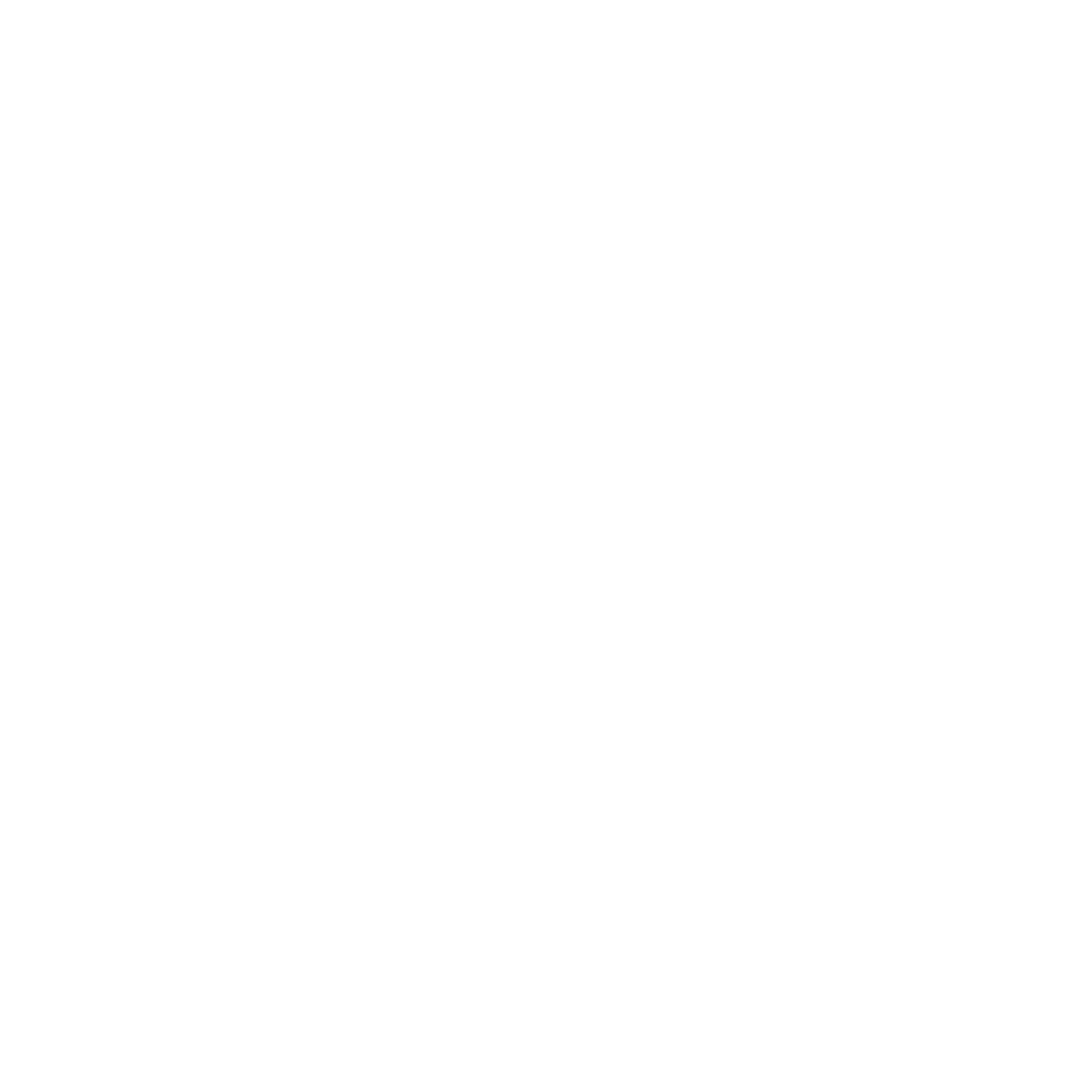
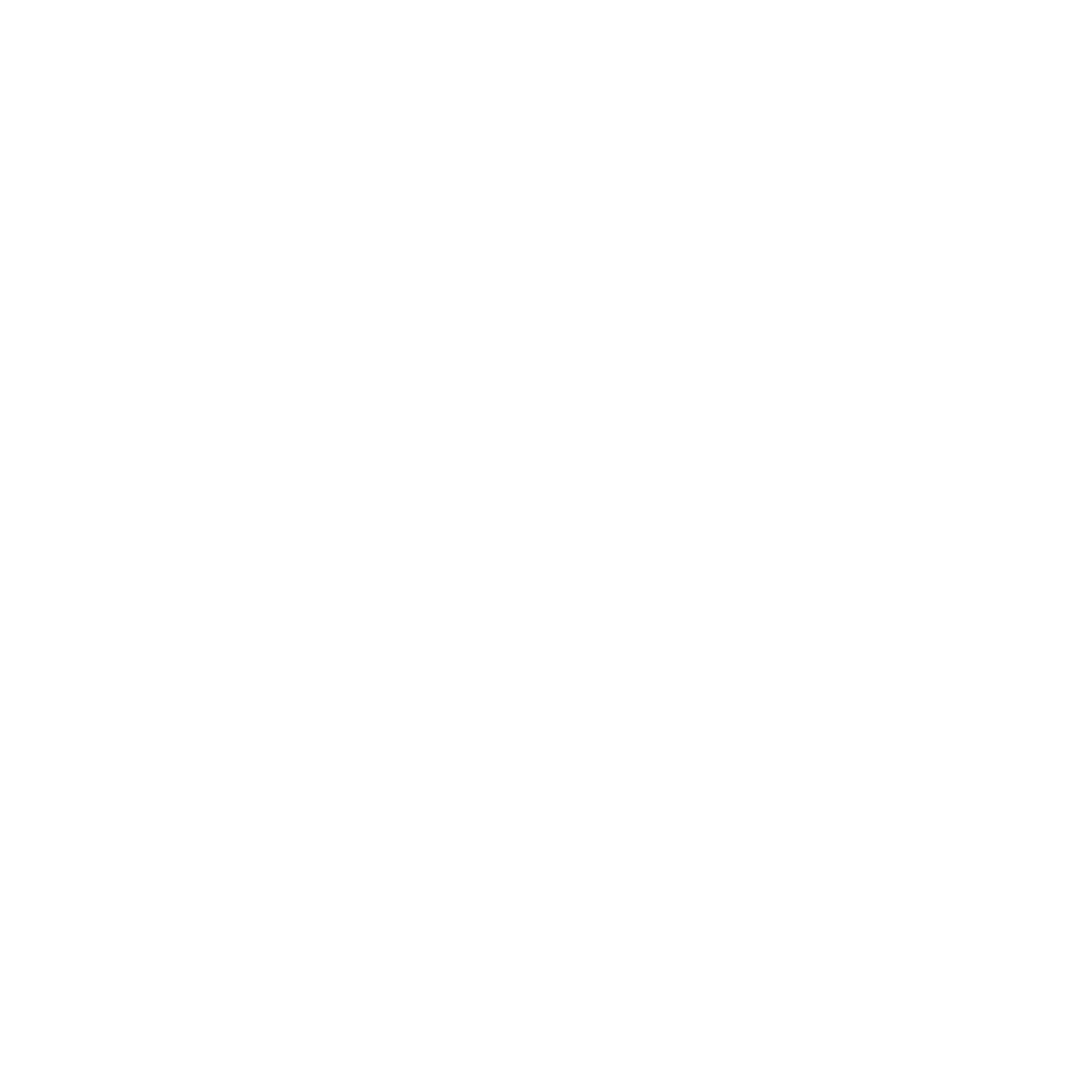
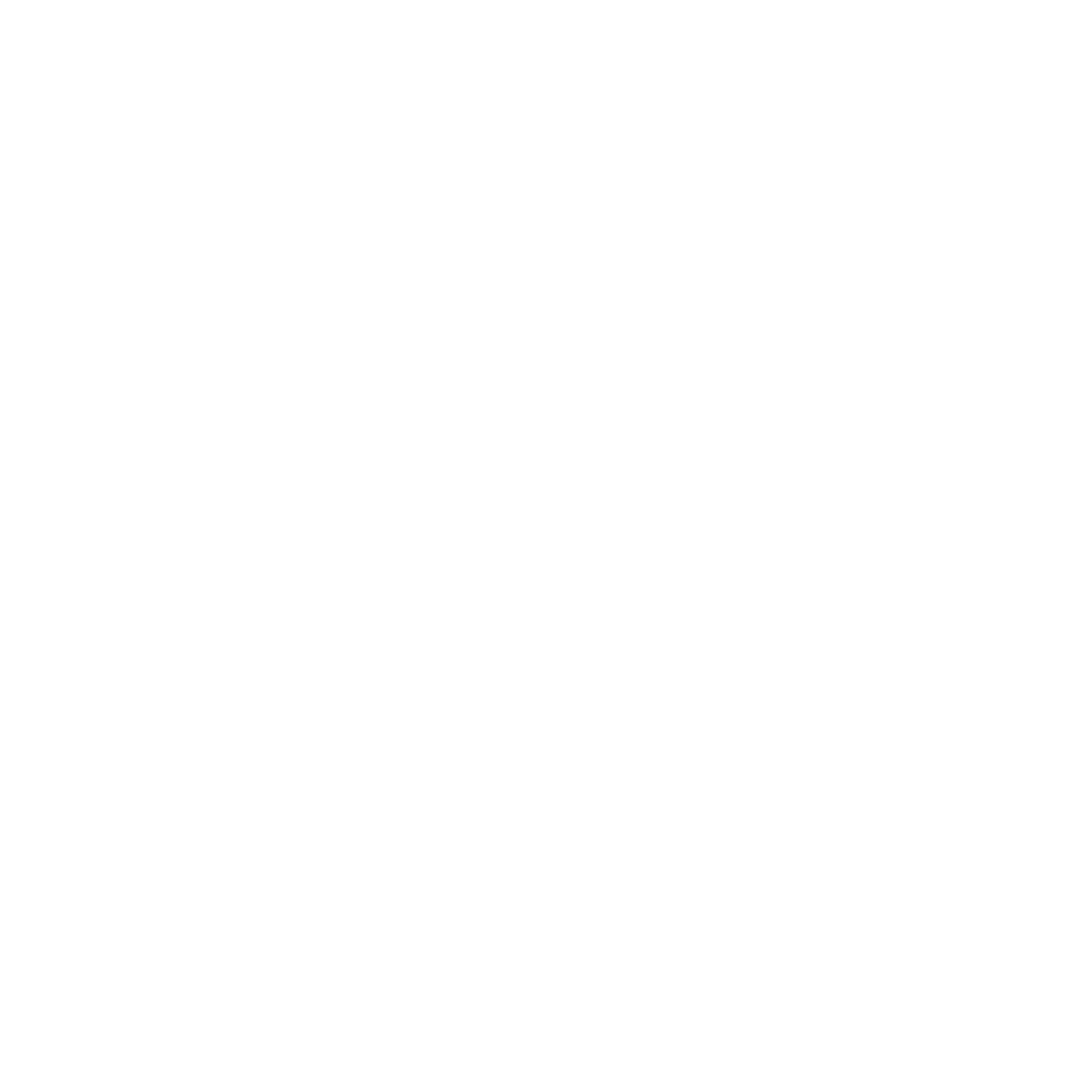
Section 2. Land Use and Building Type.

1. No lot shall be used except for single family residential purposes and no more than one family shall occupy any residence. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height except as may be designated on the Silver Springs Master Plan. No timeshares, nightly rental or use for any period less than thirty (30) days will be allowed on any single family residential lot.
2. 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 square feet on the ground level, excluding garage, and patio.
3. Two-story dwellings shall have at least 1210 square feet on the ground floor level, exclusive of garage, and patio, with at least 600 square feet on the second floor level..
4. All single family dwellings may include the following accessory buildings and structures not used for residential occupancy: An attached private garage for the storage for not more than four automobiles; greenhouses for private use only, and one small storage shed.

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garage.

1. Every single family dwelling must have a minimum of a two-car
2. Driveways for single family dwellings must be large enough to accommodate two parked automobiles side by side.
3. 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.



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 from the road right-of-way 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 the Architectural Committee.

Section 5. Height Requirements. No single family dwelling shall be erected to a height greater than thirty (30) feet above a point representing the average grade at the front setback 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.

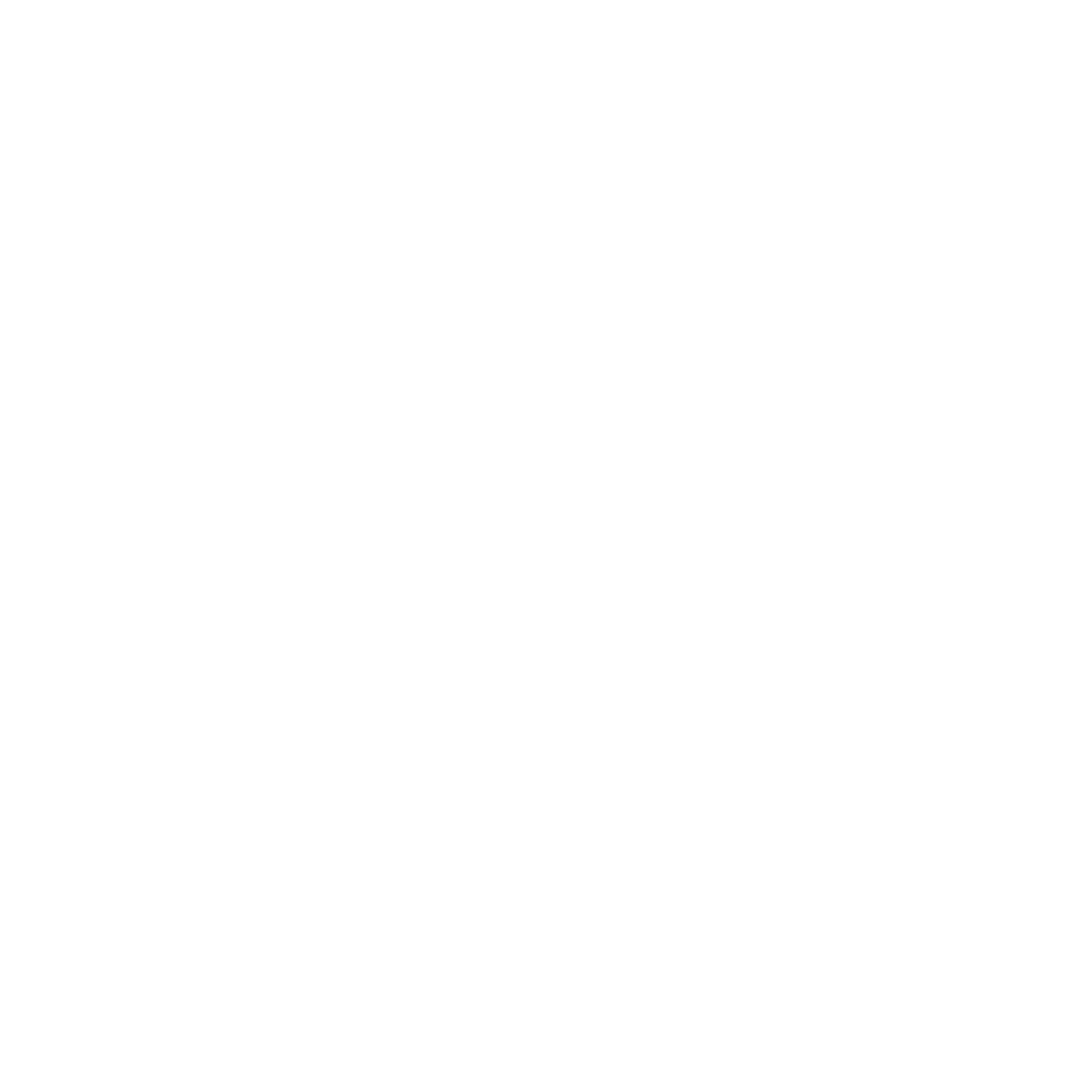
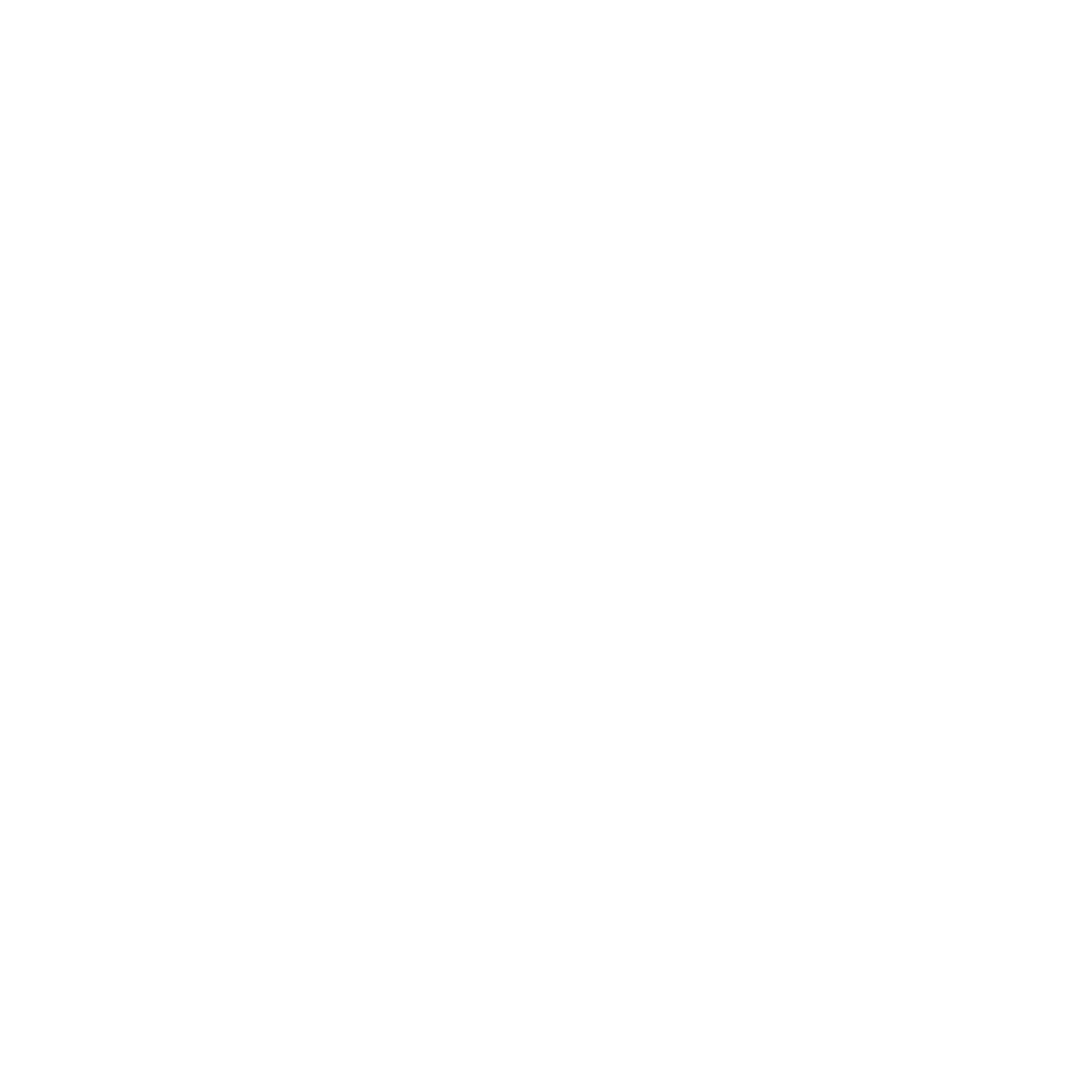
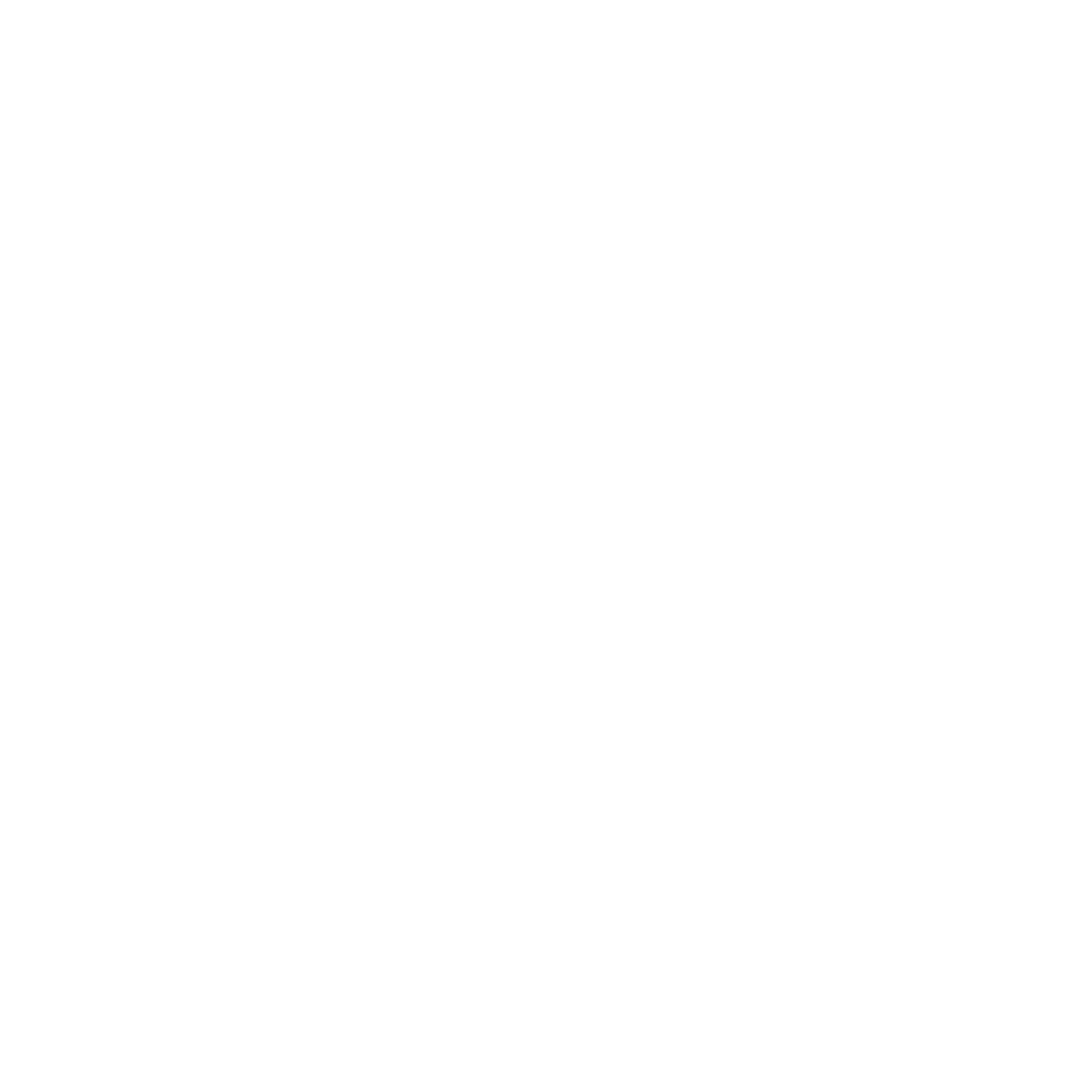
Section 8. Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily, meaning two or more days, or permanently. No temporary structure, housetrailer, mobile home, camper, or non-permanent outbuilding shall ever be place or erected on any lot except with the 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, unless granted by a variance. The intention hereof is that all dwellings and other building to be erected on 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, including but not limited to, automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, snowmobiles, mobile homes, two and three wheeled motor vehicles, or

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other wheeled vehicles shall be permitted to be parked on any public street within the subdivision projects between the hours of 1:00 A.M. and 8:00 o’clock A.M. of any morning or at any other time while snow is present requiring removal.

The long-term storage (greater than four days) 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.



Section 10. 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. 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 designed for use in boring for oil, oil products, or natural gas shall be erected, maintained or permitted upon any lot.

Section 12. 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.

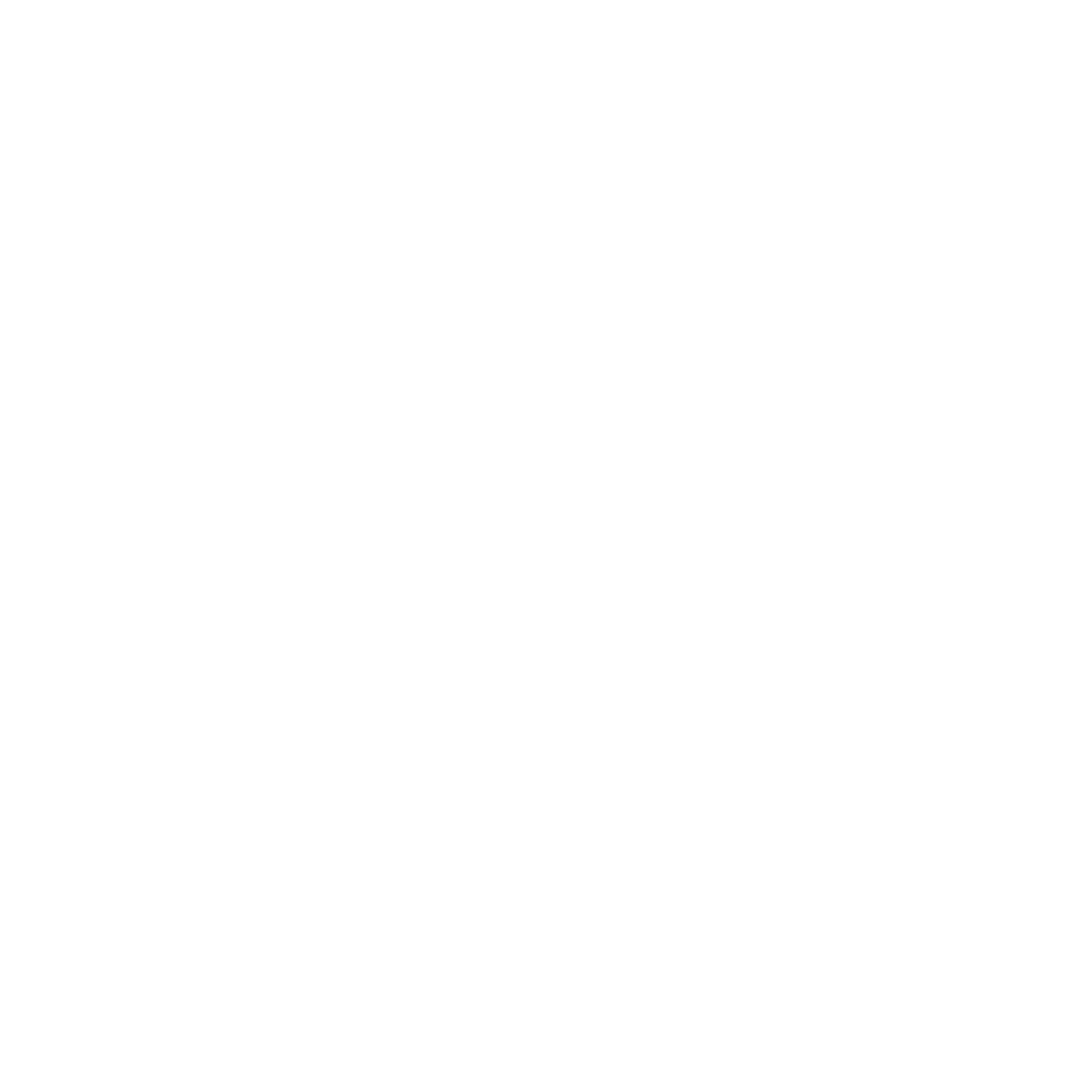
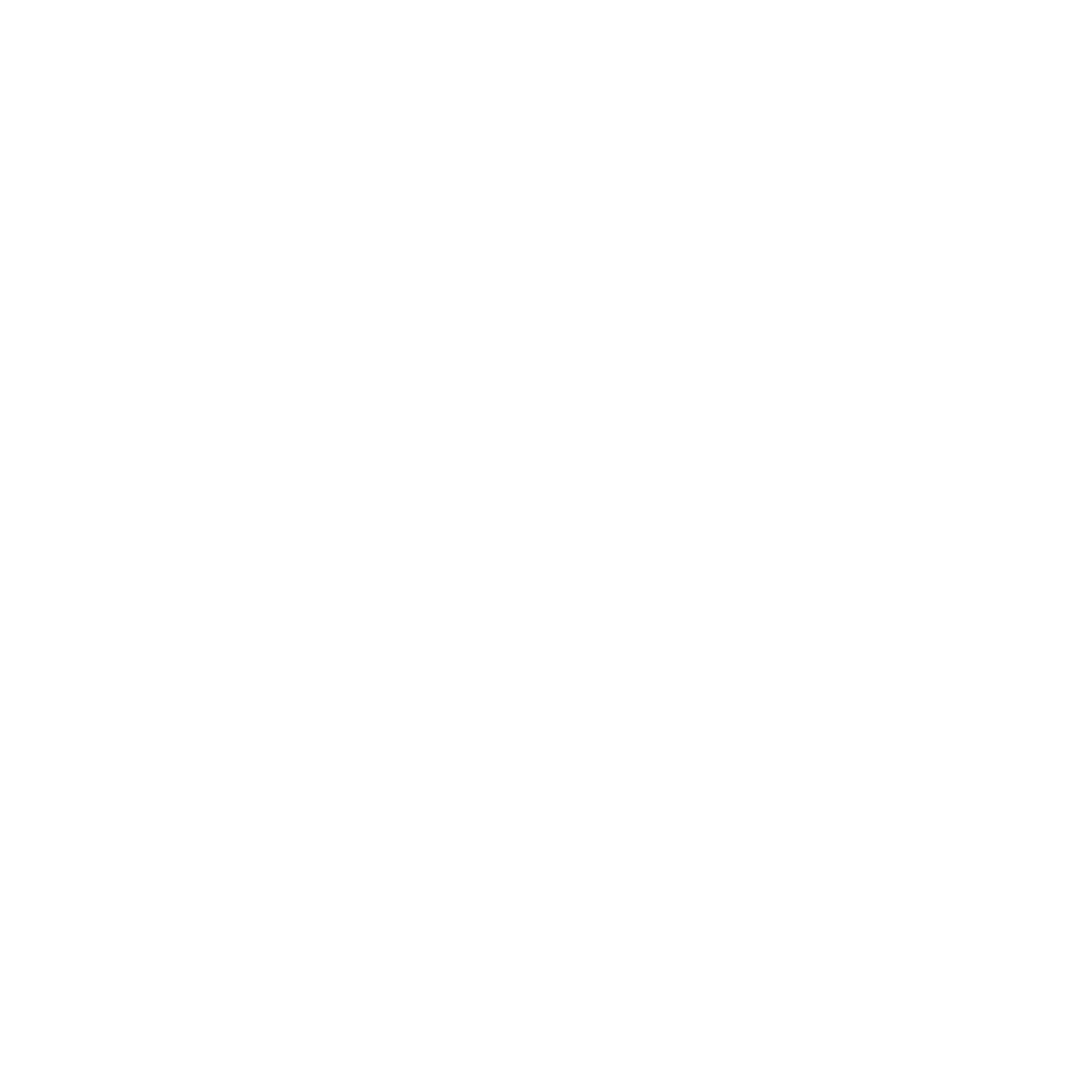
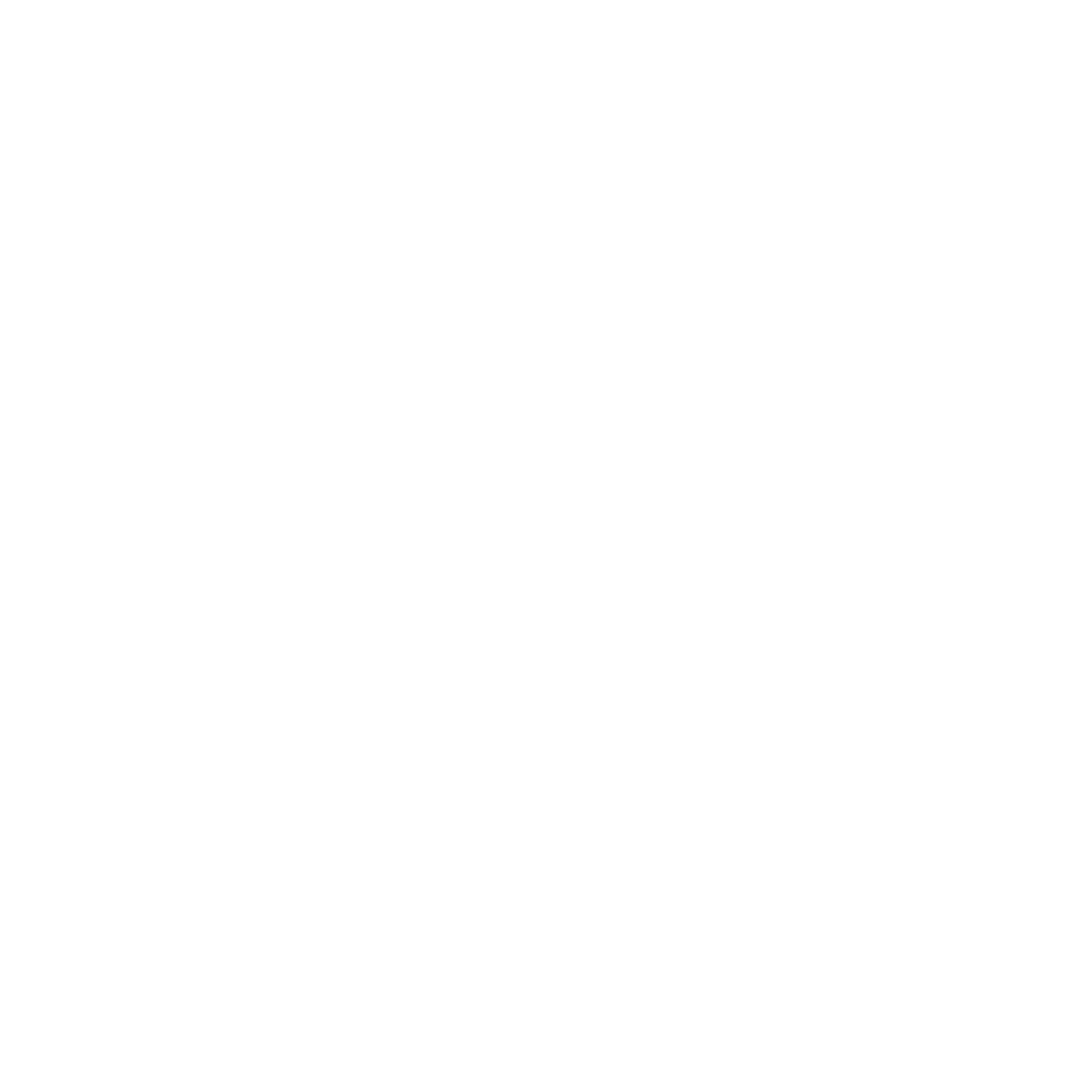
Section 13. Sewage Disposal and Water Supply. No individual sewage-disposal system or water supply system shall be permitted on any lot nor may any owner pump water from or impound any stream, waterway or pond at any time for any purpose. All homes and common area facilities shall be fitted and furnished 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.

Section 14. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (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 ten (10) feet from the intersection of a street property line with the edge of a

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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 site line.

Section 15. 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 and with the further exception that any owner or his duly authorized agent may rent or lease said owner’s residential building from time to time.



Section 16. 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. 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. 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.

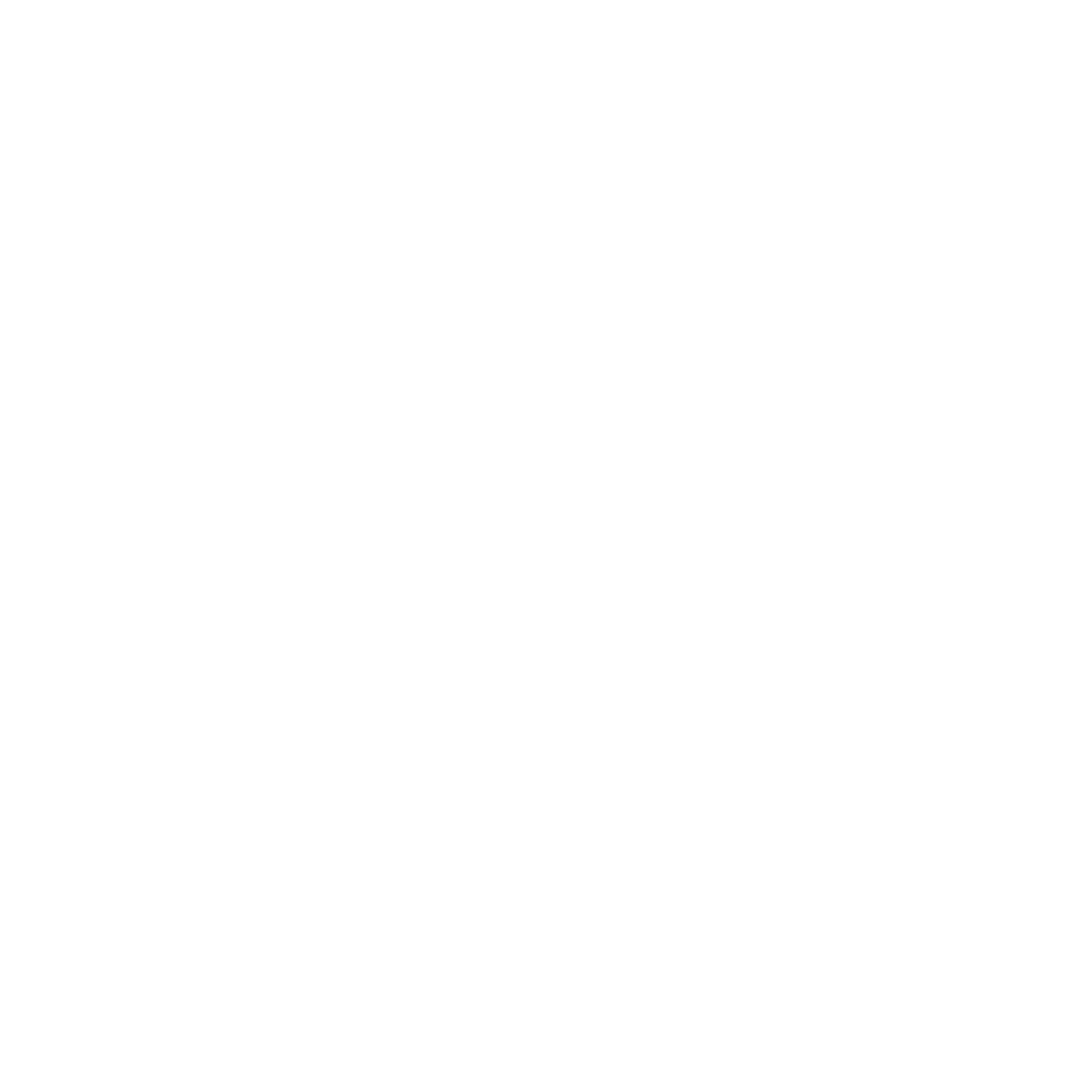
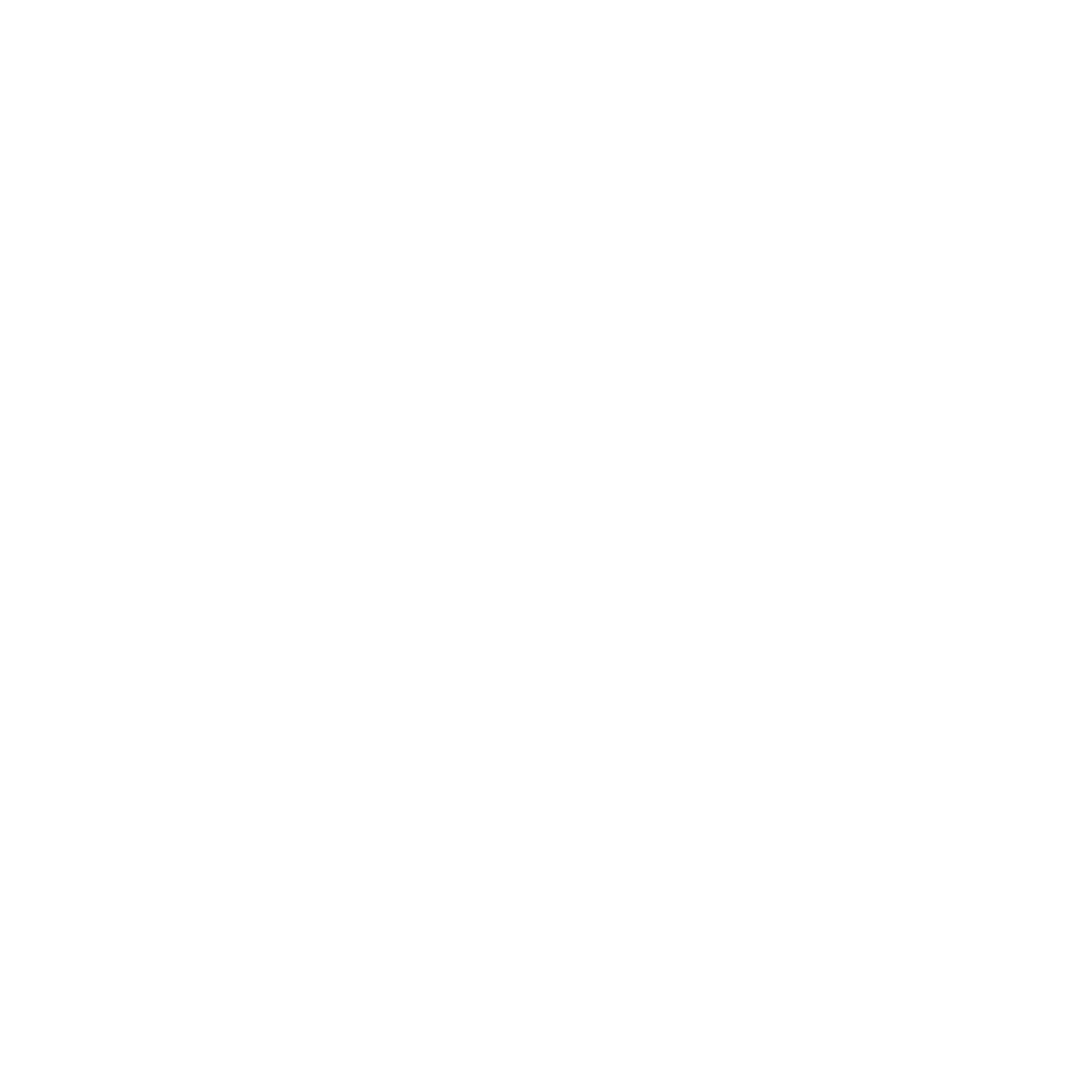
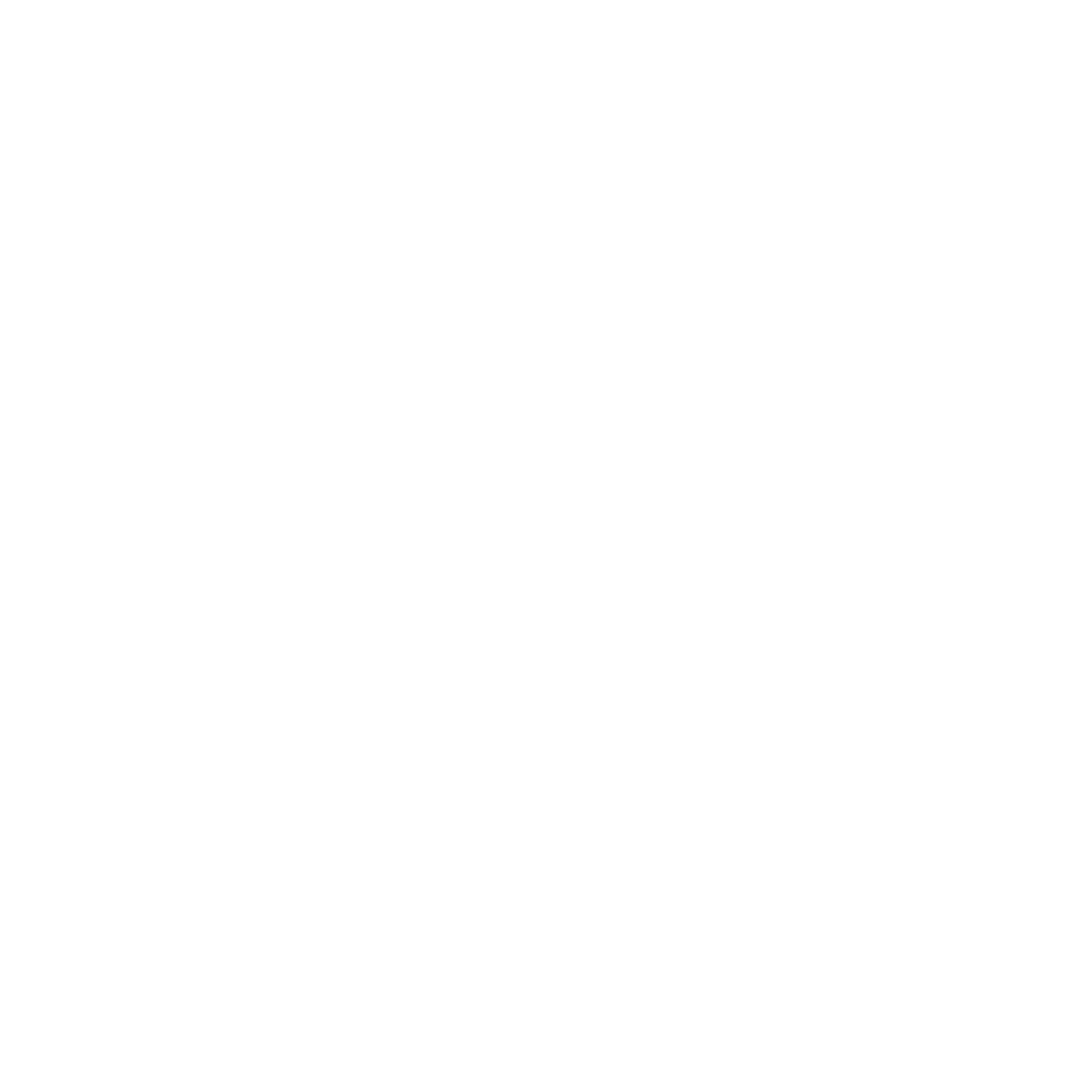
Section 19. No Hazardous Activities. No activities shall be conducted on any lot and no improvements constructed on any lot which are might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any lot, and no open fires 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. 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:

1. Dwelling style, design, alternations or additions will conform to standards contained in this Declaration.
2. Exterior construction materials will be limited to stone, stone veneer, brick or brick veneer, wood siding, stucco or simulated wood siding and shall be in earth tones indigenous to the area and approved by the Architectural Committee. No reflective finish, other than glass and surfaces of hardware fixtures, shall be used on exterior surface including but without limitation, the exterior surfaces of any of the following: retaining walls, doors, trim, fences, pipes, equipment, and only mailboxes approved by the Architectural Committees.

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1. 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, are visible by other property owners.
2. 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 to not be conspicuous from the frontage street.



1. 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.
2. 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 on 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 any liability to the Owner for trespass or otherwise, to enter upon any private area for the purpose

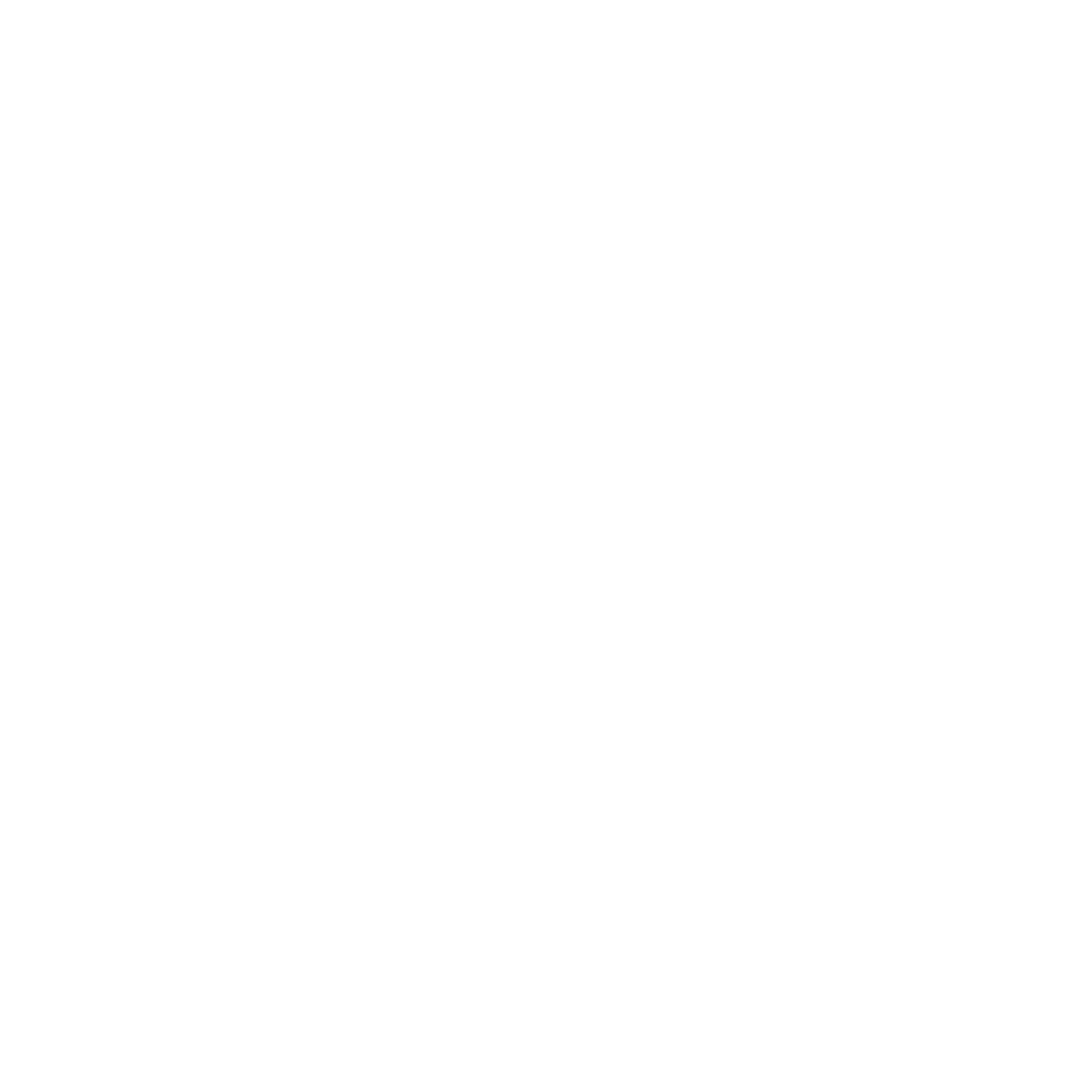
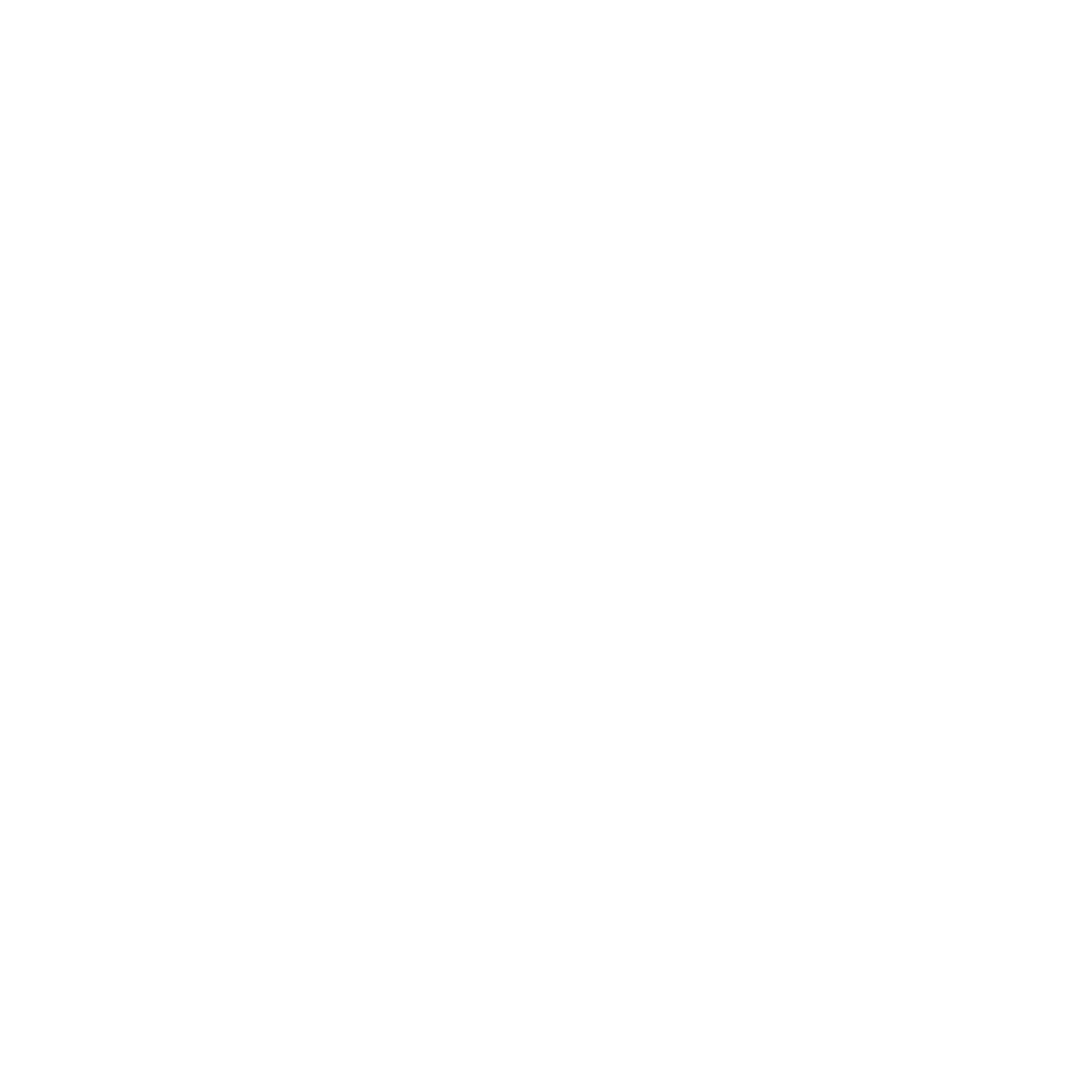
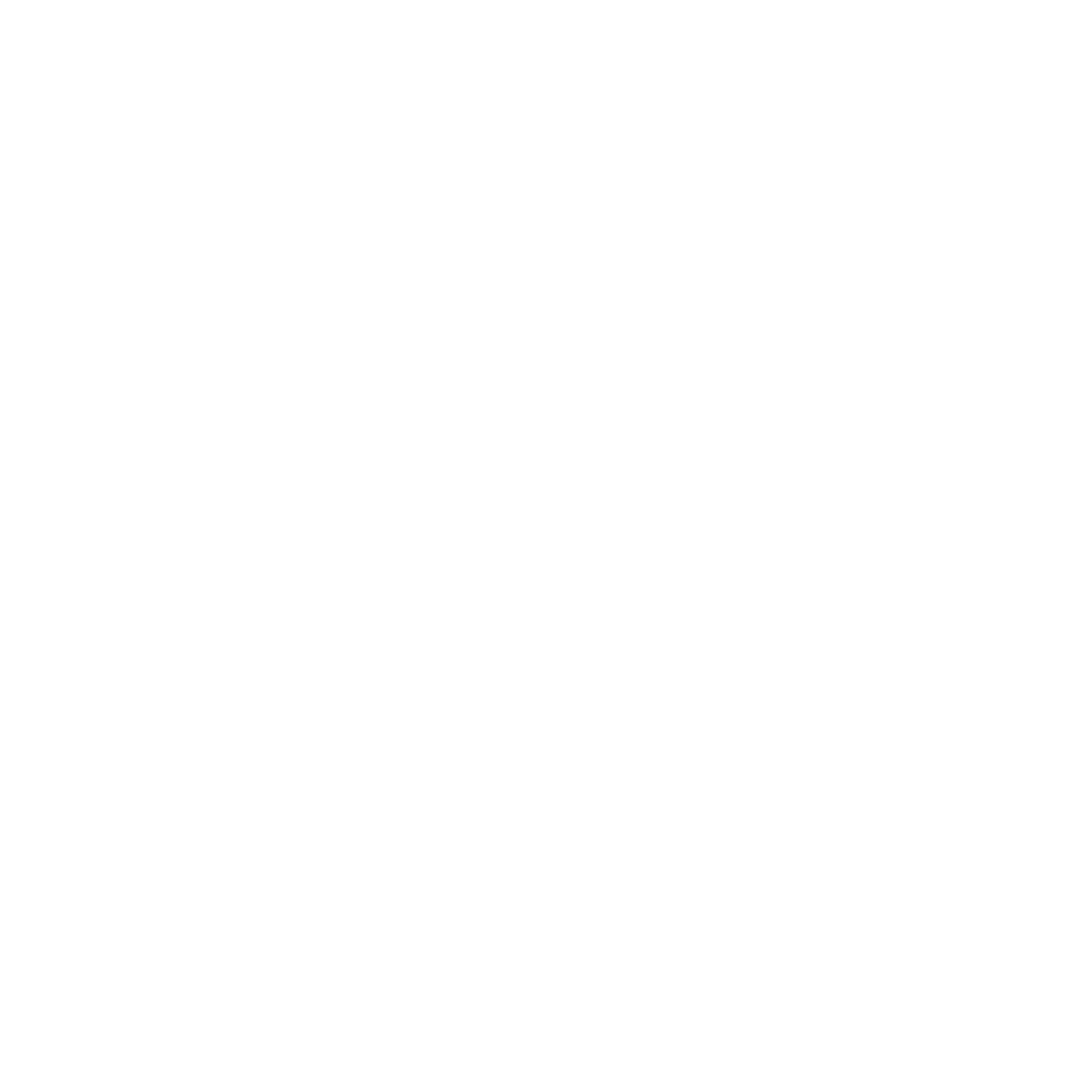
(1) of removing any improvement constructed, reconstructed, refinished, altered, or maintained upon such private area in violation of these covenants, (2) of restoring or otherwise reinstating such private areas, and (3) of otherwise enforcing without any limitation, all of the restrictions set forth 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 restoration of cut and fill slopes between the back of the curve and each respective property. Al 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 26. Antennas. No antenna of any sort either installed or maintained, which is visible from the front of neighboring properties shall be allowed.

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Section 27. 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 rule 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 injuctive 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 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 born 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 forty (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 then then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provision which shall remain in full force and effect.

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

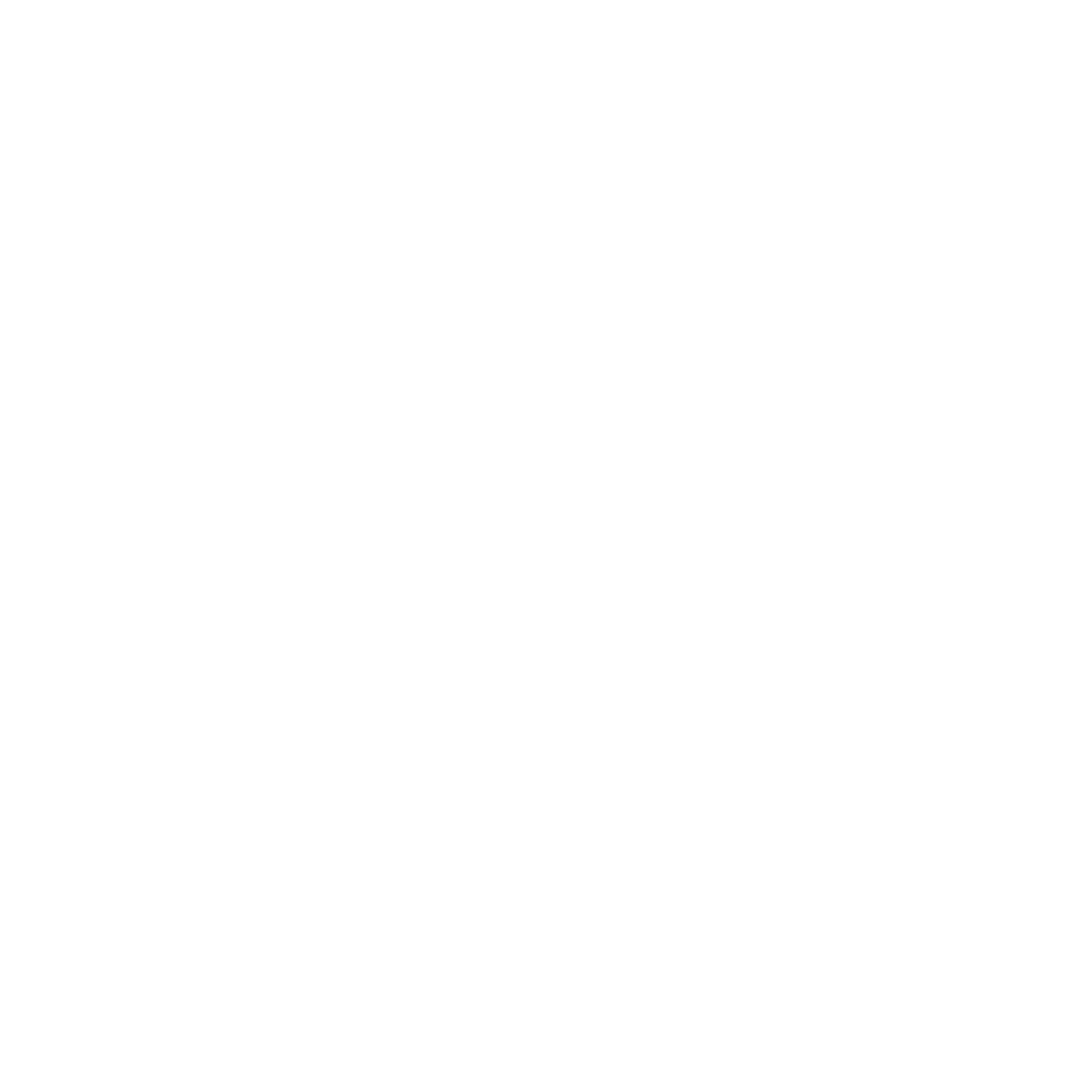
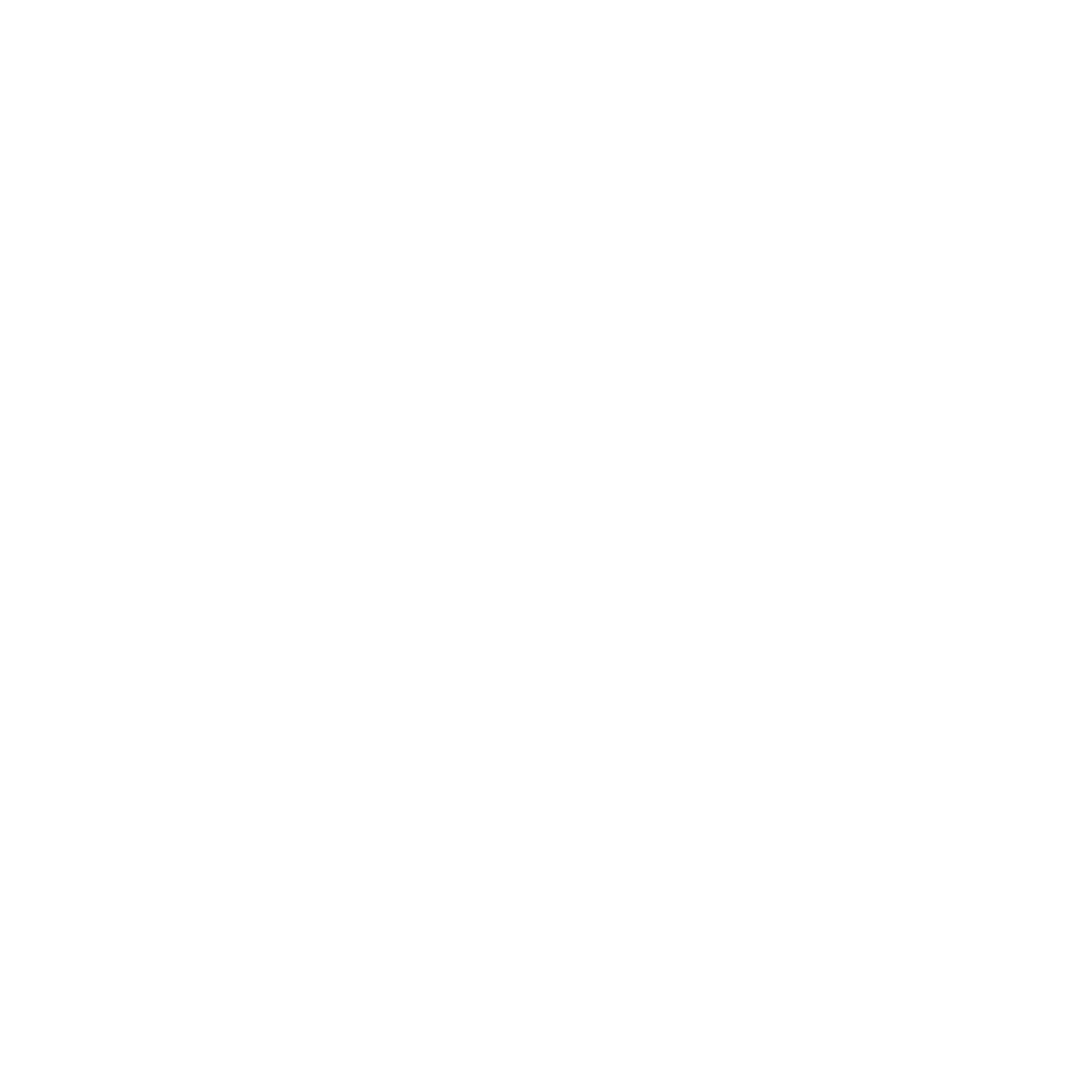
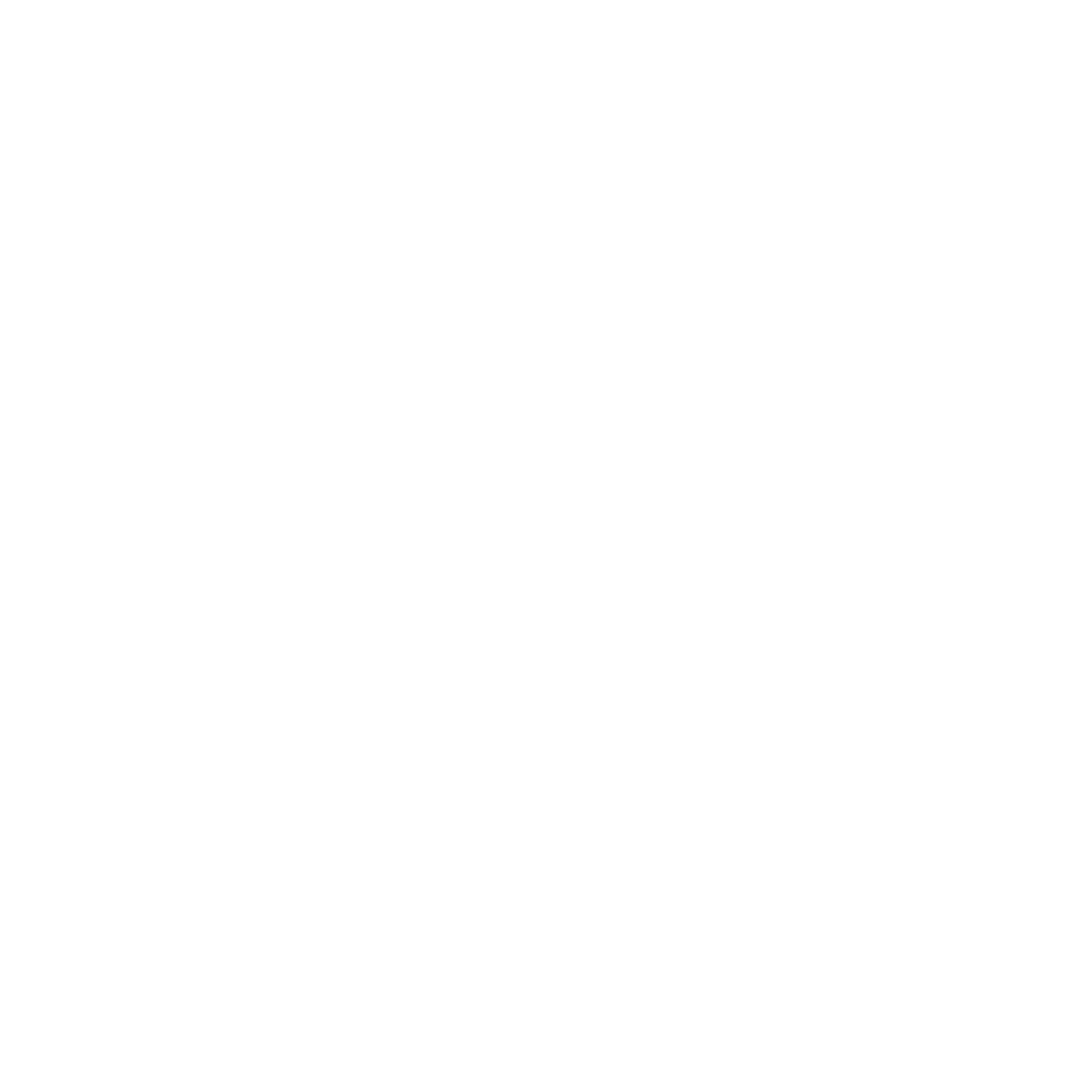
Section 5. Limited Liability. Neither declarant, the Association, the Trustees of the Association, the Architectural Committee, nor any Member, Agent, Representative, Officer, Director, or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter pertaining to 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

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or render invalid the line of any deed of trust made in good faith and for value, but all of 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 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 hereinabove written.

Alta Title Company

By. [James V Cristani]

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