

SSD
p. 3122
p.c.

SUPPLEMENTARY DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SILVER SPRINGS DEVELOPMENT PHASE NO. I-D

This Supplementary Declaration of Covenants, Conditions and Restrictions for Silver Springs Development Phase No. I-D is made this 20th day of July, 1982, by Alta Title Company hereinafter referred to as "Declarant".

R E C I T A L S:

A. Declarant is the legal owner of the following described real property located in Summit County, Utah:

Lots 174 through 185, Silver Springs Development Phase No. I-D as shown on the official plat thereof recorded in the office of the Summit County Recorder, Summit County, Utah.

Hereinafter such real property is referred to as the "Subject Real Property".

B. Declarant executed an Amended Declaration to Covenants, Conditions and Restrictions for Silver Springs Development Subdivision, dated April 15, 1982. Hereinafter, such Declaration is referred to as the "Amended Declaration".

C. The Amended Declaration is recorded in the office of the Summit County Recorder as Entry No. 190498 in Book M217 at pages 482 through 517, as amended from time to time.

BOOK M229 PAGE 322

Entry No.	194711	Book	M229
RECORDED	8-11-82	at 10:01 M	Page 322
REQUEST of	ALTA TITLE CO. S.S.D.		
FEE	\$ 19.00	WANDA Y. SPRIGGS, SUMMIT CO. RECORDER	
INDEXED		By	Wanda Y. Spriggs
		ABSTRACT	

19.00

/

D. Silver Springs Homeowners' Association, a non-profit corporation, referred to hereinafter as the "Association", was incorporated under the laws of the State of Utah for the purpose of exercising the powers and functions specified in the Amended Declaration.

E. Article II, Section 1 of the Amended Declaration provides that any real property may be annexed to and become subject to the Amended Declaration and part of the Association without the approval, assent or vote of the association or its members, upon certain conditions, including the execution, and recording of a Supplementary Declaration as described in Section 3 of such Article.

E. Declarant is the Successor in interest of Silver Springs Development with respect to the Subject Real Property.

F. Declarant desires the real Property to be annexed to and become subject to the Amended Declaration and subject to the jurisdiction and a part of the Association.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of said lots and property described above 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 successors and assigns. These covenants, conditions, restrictions, and easements shall run with the Subject Real Property and shall be binding on all parties having or acquiring any right, title or interest in the Subject Real Property or any part thereof and

shall inure to the benefit of each owner thereof and are imposed upon the Subject Real Property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

ARTICLE I

ANNEXATION TO AMENDED DECLARATION

Section 1. Annexation. The Subject Real Property is hereby annexed to and shall be subject to the Amended Declaration of Covenants, Conditions and Restrictions for Silver Springs Development Subdivisions, recorded April 15, 1982, as Entry No. 190498 in Book M217, pages 482 through 517.

Section 2. Conveyance of Common Areas. Prior to conveying title to any improved lots within the Subject Real Property to the individual purchasers thereof, Declarant shall convey to the Association fee simple title or right-of-way to the common area within the Subject Real Property, free and clear of any and all liens and encumbrances, except current real property taxes, which taxes shall be prorated as of the date of transfer, and easements, covenants, conditions and restrictions then of record, including those set forth in this Supplementary Declaration and in the Amended Declaration.

Section 3. Effect. The recordation of this Supplementary Declaration constitutes and shall effectuate the annexation of the Subject Real Property to the Amended Declaration, and subject to the functions, powers and jurisdiction of the Association. Hereafter, all of the owners of lots in the Subject Real Property shall immediately and automatically be members of the Association.

Section 4. Modifications. The Amended Declaration is modified and amended to the extent of the provisions of this Supplementary Declaration, but such modifications and amendments shall only apply to the Subject Real Property. This Supplementary Declaration shall not revoke, modify; and shall not in any manner affect property previously subjected to the Amended Declaration.

ARTICLE II
USE RESTRICTIONS

In addition to the applicable objectives and intents stated in Article X of the Amended Declaration, the objective and intent of this Supplemental Declaration is to create a quality twin-home development on the Subject Real Property.

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

Section 2. Land Use and Building Type.

(a) No lot shall be used except for twin-home residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one twin-home building not to exceed a height greater than 30 feet above a point representing the average grade at the front setback line.

(b) No single story building shall be erected or placed on any lot in the subdivision with floor space in each unit of said building of less than 1500 square feet on the ground level, excluding garage and patio.

(c) Two-story buildings shall have at least 1100 square feet on the ground floor level, exclusive of garage and patio and at least 600 square feet on the second floor level in each unit of said building.

(d) Each twin-home building 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 for each unit; greenhouses for each unit for private use only; and one small storage shed for each unit.

(e) Each unit must have a minimum of a two-car garage.

(f) Driveways for each unit must be large enough to accommodate two parked automobiles side by side.

(g) No wall, fence, or hedge shall be higher than four (4) feet in required front or side yards, provided,

however, that no wall, fence, or hedge on a corner lot shall interfere with driving visibility.

Section 3. Lot Area and Width. No twin-home building or associated building shall be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line.

Section 4. Building Location. No twin-home building or associated building shall be located on any lot nearer than thirty (30) feet to the road right-of-way 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 and Summit County Board of Adjustment. It is understood, however,

that following construction of each twin-home building, Declarant may amend the plat of the Subject Real Property to establish a boundary line between the two units in such twin-home building, that such line will bisect the common wall(s) between such units, that following any such amendment there will be a zero lot line between the two twin-home units, and that such zero lot line shall not violate the minimum side yard provisions of this Supplemental Declaration.

Section 6. Other Requirements. Except as specifically provided herein, the provisions of the Amended Declaration with respect to Land Use and Building type shall be and remain in full force and effect.

ARTICLE III

AMENDMENT TO PLAT

Section 1. Boundary Lines. Following construction of each twin-home building on a lot on the Subject Property, Declarant may, but shall not be required to, amend the plat of the Subject Real Property to establish a boundary line between the two units in such twin home building.

Section 2. Consent. Each individual owner of a twin-home lot or a lot that has been divided pursuant to the provisions of this Article shall be deemed to have consented to each and every amendment of such plat to divide the twin-home lots shown on the plat of the Subject Real Property. By accepting a deed for a lot on the Subject Real Property, the owner is acknowledging his consent to any amendments of such plat thereafter.

This consent shall be binding upon original owners and all subsequent owners who acquire interests from the original owners and their successors.

ARTICLE V

PARTY WALL DIVISION

Section 1. Application. In the event a boundary line is established between the units in any twin-home building, the provisions of this Article shall apply to the owners of each unit of such building.

Section 2. Boundary Line. That portion of the boundary line of any lot upon the Subject Property occupied or covered by a building containing a division wall will be construed to exactly longitudinally bisect said division wall. The owners of the wall on each half of said wall shall have an easement of support in the other one-half of said wall, and said wall shall be a party wall for the benefit of both parties, subject to the rights and obligations stated in this Article.

Section 3. Damage or Destruction.

(a) Should said party wall at any time be damaged or destroyed by the default or negligence of one of said parties, such party shall rebuild or repair said wall to a condition equal to or better than immediately prior to its being damaged and shall compensate the other party for any damage to the property of such other party.

(b) Should any party wall be damaged or destroyed by any cause other than the act or negligence of the other party, the same shall be rebuilt or repaired to a condition equal to or better than immediately prior to its being damaged, at the joint expense of both parties provided that any sum received by insurance against such damage or destruction shall be first applied to such restoration.

Section 4. Extension of Wall. In the event either party desires to extend their respective buildings either longitudinally along said boundary line or vertically from the location of said party wall, said extension shall be on top of and/or on the same line as the present wall or any extension thereof. When either party shall so extend said wall, the other party shall have the right to use such wall as a party wall and join such wall by paying the other party one-half of the cost of such portion of the wall as he shall use, it being understood that such extension shall at all times be a party wall.

Section 5. Rights and Obligations. The rights and obligations of said parties in and to said party wall shall be perpetual; shall run with the land and shall benefit and apply to their respective heirs, administrators, executors and assigns.

Section 6. Exterior Maintenance. Exterior surfaces (siding, trim and roof) shall be properly maintained, repaired or replaced at the property owner's expense upon the request of the Association. Each twin-home shall contain a maintenance break to facilitate the determination of responsibility for

exterior maintenance. Any change in the exterior color scheme of any building, including trim, siding and roof, shall be mutually agreed upon by the party wall neighbors and approved by the Association before work is commenced.

ARTICLE V

AMENDED DECLARATION

Section 1. Full Force. Except as specifically amended herein, the provisions of the Amended Declaration shall be of full force and effect with respect to the Subject Real Property.

Section 2. Conflict. In the event of any conflict between the provisions of the Amended Declaration and this Supplemental Declaration, the provisions of this Supplemental Declaration shall govern.

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

ALTA TITLE COMPANY

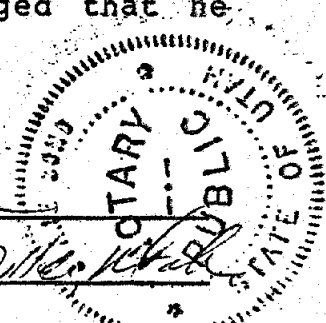
By: 

Its: PRESIDENT

STATE OF UTAH)
):SS.
COUNTY OF SUMMIT)

On the 20th day of July, 1982, before me personally appeared James V. Crestane, and acknowledged that he did execute the same for said ALTA TITLE COMPANY.

James Bond
NOTARY PUBLIC
Residing at: Center Hill, Utah

A circular notary seal for the State of Utah. The outer ring contains the text "NOTARY PUBLIC" at the top and "STATE OF UTAH" at the bottom. The center of the seal contains the year "1982".

My Commission Expires:

02-03-85