

AMENDMENT TO AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SILVER SPRINGS DEVELOPMENT SUBDIVISIONS
SUMMIT COUNTY, UTAH

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

RECITALS

- A. Alta Title Co., a Utah corporation, as trustee, is the successor in interest to SSD Partnership.
- 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 M217, Pages 482 to 517, an Amended Declaration of Covenants, Conditions and Restrictions, which property is more particularly described as:
 - a. 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
 - b. 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.
- C. Declarant deems it desirable to further amend the Declaration of Covenants, Conditions, and Restrictions pursuant to Article XI, Section 4 of said Declaration.

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 of 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.

AMENDMENT

Article VIII is hereby amended in the entirety to read as follows:

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 By-laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- a. Own, and/or maintain and otherwise manage all of the common areas and all facilities, improvements and landscaping thereon, including but not limited to the private streets and street fixtures, the underdrain system, and all other property acquired by the Association.
- b. Pay any real and personal property taxes and other charges assessed against the common areas.
- c. Have the authority to obtain, for the benefit of all of the common areas, all water, gas, electrical, and refuse collection services.
- d. Grant easements where necessary to utilities and sewer facilities over the common areas to serve the common areas and the lots.
- e. 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.
- f. 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, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association.
- g. 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.

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

ALTA TITLE COMPANY

By: James V. Crestani
Its.: President

As Entry 193368, Book M225, Pages 194-197