

1985 SS CCRs Amendment



[Columbus Day October 14, 1985 Silver Springs CCRs
Declaration Amendment](#)

Summit County, Utah Entry 244975, Book 370, Pages 267-275
[1985 Amendment to Amended Declaration of Covenants,
Conditions, and Restrictions](#)

AMENDED DECLARATION TO COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SILVER SPRINGS DEVELOPMENT SUBDIVISIONS

Summit County, Utah

On the 14th day of October, 1985, a meeting of the Members of the Silver Springs Homeowners Association was held at the Parley's 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 to 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.

The language of Article II, page 3 of the Amended Declaration was amended by deleting Section 1, Annexation Without Approval and Pursuant to General Plan in its entirety. The remaining Sections 2, 3, and 4 of Article II are renumbered as Sections 1, 2, 3, respectively.

The language of Article III, page 5 of the Declaration was amended by deleting Section 3, Voting Rights, in its entirety and by inserting a new Section 3 in the place thereof to read as follows:

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 limitation provided herein and in the Articles and By-Laws of the Association.

The language of Article V, page 7 of the Amended Declaration was amended by deleting Section 1. Creation of the Lien and Personal Obligation of Assessments, in its entirety and inserting a new Section 1 in the place thereof to read as follows:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Member, by acceptance of a real estate contract or deed therefore, 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 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 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.

The language of Article V, page 8 of the Amended Declaration was further amended by deleting Section 4. Special Assessments for Capital Improvements, in its entirety and inserting a new Section 4 in the place thereof to read as follows:

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 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 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) calendar days or more than thirty (30) calendar days in advance of the meeting.

The language of Article V, page 8 of the Amended Declarations was further amended by deleting Section 7. Certificate of Payment, in its entirety and inserting a new Section 7 in the place thereof to read as follows:

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

The language of Article V, page 9 of the Amended Declaration was further amended to delete Section 8. Exempt Property, in its entirety and inserting a new Section 8 in the place thereof to read as follows:

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.

The language of Article VI, page 9 of the Amended Declaration was amended by deleting Section 1. Delinquency, and inserting a new Section 1 in the place thereof, to read as follows:

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 eighteen percent (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 for the collection of such delinquent assessments.

The language of Article VIII, page 14 of the Amended Declaration was further amended by deleting subparagraph (f) of Section 1. Duties and Powers in its entirety and inserting a new subparagraph (f) in the place thereof to read as follows:

(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.

The language of Article XI, page 21 of the Amended Declaration was amended by deleting Section 1. Enforcement, in its entirety and inserting a new Section 1 in the place thereof to read as follows:

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 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.

The language of Article XI, page 22 of the Amended Declaration was further amended by deleting Section 4. Amendments, in its entirety and inserting a new Section 4 in the place thereof to read as follows:

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.

The language of Article XI, page 22 of the Amended Declaration was further amended by deleting Section 5. Consent to Future Zoning, in its entirety. The language of Article XI, page 22 of the Amended Declaration was further amended by deleting Section 6. Withdrawal of Properties, in its entirety. The language of Article XI, page 22 of the Amended Declaration was amended by deleting Section 7. Limited Liability, in its entirety and inserting in its place a new Section 5 to read as follows:

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.

Sections 8, 9, and 10 Article XI are renumbered as Sections 6, 7, and 8 respectively.

All [prior] Declarations relating to the Silver Springs Development Subdivisions were repealed.

The language of Article II, page 4 of the Supplementary Declaration of Covenants, Conditions, and Restrictions for Silver Springs Development Phase No. I-D, dated July 20, 1982, and recorded in the Office of the Summit County Recorder as Entry No. 194711, in Book M229, at pages 322-331; the language of Article II, page 4 of the Supplementary Declaration of Covenants, Conditions, and Restrictions for Silver Springs Development No. I-C, dated August 20, 1982, and recorded in the office of the Summit County Recorder as Entry No. 195833, in Book M232 at pages 448-457; and the language of Article II, page 4 of the Supplementary Declaration of Covenants, Conditions, and Restrictions for Silver Springs Development Phase No. 1-E, dated September 1, 1982, was recorded in the office of the Summit County Recorder as Entry No. 195828, Book M232, at pages 429-435 was amended by deleting subparagraph (a), Section 2. Land Use and Building Type, in its entirety and inserting a new subparagraph (a) in the place thereof to read as follows:

- (a) No Lot shall be used except for single family residential purposes. 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 Spring 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.

DATED this 31st day of October, 1985.

SILVER SPRINGS HOMEOWNERS ASSOCIATION BOARD OF TRUSTEES:

Signed by: Bill Ligety
Dale Boschetto
Ron Kobler
Lucy Murphy
Fred Wasilewski
Gregory Vinson
Elmer L. Sandberg

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