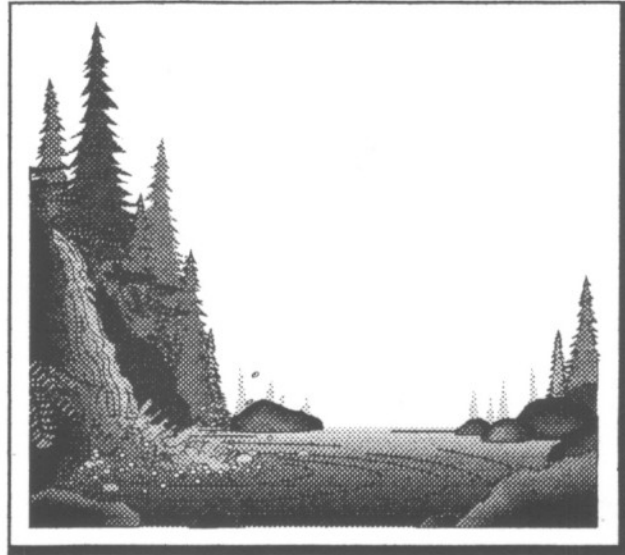


October 14, 1994

## Silver Springs Single Family Homeowners Association



Dear fellow Association members,

I am enclosing this letter with the announcement of the Association Annual Meeting to encourage your participation in the business of the Association. We have two very significant issues at this year's meeting; the election of replacement members for the Board of Trustees, and the consideration of modifications to the CC&R's.

The replacement Board of Trustees members will provide the leadership and determine the programs and policies which will effect the Association and its members for the coming year. The election provides you, the members, with determining who will occupy these leadership positions.

The modifications of the CC&R's provides you with the opportunity to keep this legal document current with the needs and continuous developments of our Association. It is the opinion of the Board of Trustees that changes are necessary at this time to both update the Articles of the CC&R's, as well as provide to the Board of Trustees conditions which can be applied to the Association based upon our current development position.

I encourage you to make your opinions known in both of these issues! A decision to not participate is, in effect, a vote against modification of the CC&R's and a vote to continue doing things as they have always been done in the past. The Board is required to enforce the CC&R's that are in existence. We feel that as currently written, the CC&R's are either unfair, or vague in their intent rendering them confusing. In some cases, as they exist, they are contradictory to themselves!

Please plan on attending this meeting and represent your interests in the matters of the Association. Regardless of the outcome of this meeting, you will be impacted by the results. Why not become involved in shaping the results?

If you cannot attend the meeting, please make your opinions known by completing the enclosed proxy and providing the information on the back of the proxy form. The Board of Trustees will make every effort to receive your opinion in the form of the proxy if you cannot attend the meeting.

Thank you for your support and participation.

Sincerely,

A handwritten signature in cursive script that reads "Fred Stayrook". The signature is written in dark ink and is positioned above the printed name.

Fred Stayrook, President Board of Trustees

Silver Springs Single Family Homeowners Association  
President's Annual Report  
10/12/94

It is my pleasure to address the membership of the Association at the end of my third year on the Board and my second year serving as the President of your Board of Trustees. I find that the events of the year continue progressing the Association toward the Premier Neighborhood position which we all expected when we elected to make the Silver Springs area our home.

We began the year establishing the objectives, mission statement, and behavioral ground rules for the Board. We determined that there was a requirement to clarify and strengthen the Covenants, Conditions and Restrictions of our Association. We determined that we needed a responsible fiscal budget to conduct the business of the Association. We also determined that we needed to improve our communications efforts with the Association membership to represent those issues which we would champion for the membership. Looking back over the activities and accomplishments of the year, I believe this Board of Trustees has met the established objectives for the year.

I wish to commend and thank the members of the 1994 Board of Trustees for their accomplishments during this year. Reluctantly, I say farewell to Harley Paulson, Marion Boland, and Rick Klein as they end their term of service to the Association. Each of them has represented the Association extremely well and has contributed significant time and effort to the enhancement of the Association. We bid a premature farewell to Cindy Gordon from the Board during the year as she, Allen and the girls departed for Canada. To Polly Reynolds, Ron Yokubison, and Richard Callahan, I offer my sincerest thanks for a busy year and look forward to the coming year's challenges. I applaud the significance of the efforts that Robert Carson and Larry Moffitt have contributed on the Architectural Committee, as well as the inputs from Bill Kahn for the Committee. All of them have been busy as we continue to build out our few remaining lots. And finally, but by no means last in significance to the successes of the year, I honor my wife Audrey for her patience and understanding at the phone calls, of all tones and language, and the sacrifices she has made in order for me to represent the Association. To all of these fellow members of the Association, we all owe a debt of gratitude and appreciation.

(OVERHEAD)

I have served both as the President of the Board, as the liaison between our Board of Trustees and legal counsel in matters of CC&R compliance issues. I would like to review with you the model the Board has utilized throughout the year in an attempt to gain compliance on CC&R violations without incurring legal costs. As the overhead demonstrates, we have implemented a multi-step model beginning with a personal,

private discussion with the member regarding the violation. In this discussion, we have attempted to reach an agreement on the corrective action necessary to gain compliance and to establish a workable timetable for the action. When the violation continues to exist beyond the agreed timetable, we initiate our second step and detail the agreed action and lack of compliance in the form of a letter to the member. This action includes a specified period where the violation shall be completed in order to come into compliance. If the action is not taken in the specified period, a third action results where it is stipulated that inaction on the part of the member to gain compliance will force the Board to take a fourth step and involve legal action to gain compliance. It is only after the three preliminary actions have been implemented and the violation remains that the Board involves legal action, incurring costs to the Association.

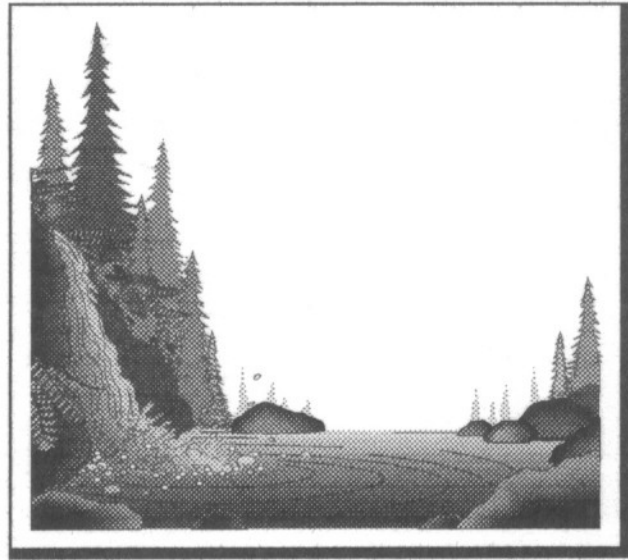
As an Association, we are currently involved in legal actions with three of our members. In two of these cases, the Board has met with the member in attempts to settle the complaint without having to proceed with further legal action. In both of these cases, the member has refused to settle, and continues the legal recourse in the matter. In the third case, the member is early in the process and has not contacted, nor been able to be contacted regarding the matter.

(OVERHEAD)  
As a Board, we have also addressed the delinquency accounts of a small percentage of our members. The Board took a courageous position in the budgeting process this year. We budgeted based upon a 100% collection thereby holding the annual fees to a proper and fair level. However, we have not had a 100% receivables due to the delinquent accounts, as the subsequent Treasurer's Report will chronicle. I felt you should also be aware that the Board has established an Assessment Collection Model to be used to address the accounts. As the overhead indicates, we will be mailing a separate invoice for the delinquent account on the annual anniversary date of the account. During the interim twelve month period we will be assessing an 18% interest charge to the outstanding balance. The invoice will request payment within 15 days from the postal date of the invoice. If the account is not paid, we will mail a letter requesting payment within 15 days of the postal date of the letter. We will also contact the member by phone regarding the delinquent account. If the account remains delinquent following this period, we will send a certified letter requesting payment within 30 days, and stipulating that legal action will result if payment is not made. At the end of the 30 day period, if payment is not made, the matter will be referred to our legal counsel to initiate actions to recover Association resources as well as legal costs involved in the matter.

We have attempted to be fair and consistent in establishing our models. We acknowledge that we are serving the membership and don't want to become so aggressive that we alienate ourselves from those whom we

# Silver Springs Single Family Homeowners Association

CC&R's  
Proposed Amendments  
1994 Annual Meeting



Members of the Association,

During the 1994 year, the Board of Trustees established a committee to review the existing Covenants, Conditions and Restrictions (CC&R's) of the Association. The committee was co-chaired by Polly Reynolds and Ron Yokubison. They welcomed members of the Association, Richard Callahan, Bob Haedt, and Harley Paulson, to join them in the review process. Fred Stayrook, Board President attended the meetings.

The attached document contains the proposal from the committee for modifications to the CC&R's of the Association. The objectives of the committee were to bring the document up-to-date for a community rather than a development, to remove the inconsistencies from the document, and to clarify the responsibilities and language found in the document. Our legal counsel has both encouraged and reviewed the proposals of the committee which are being presented

Please review each of the proposals and the reason the modification is being proposed. A check list is found on the final page of the proposal document which may be used to indicate your preference for the proposal. This document is intended to provide information for the proposals being submitted.

The Board of Trustees supports the proposals being submitted, and encourages a YES response to all of the proposals. Voting on the proposals will be conducted at the Annual Meeting. If you are unable to attend the meeting, please submit your Proxy to the Board, or have a member who is attending carry your proxy. The Board of Trustees will be available to collect your proxy if you are unable to attend the meeting.

Thank you!

**Recommendations for Amendments and Modifications to  
the Covenants, Conditions and Restrictions  
Of the Silver Springs Development Subdivisions**

The following proposals are submitted for consideration for changes to the CC&R's of our Association. The proposals are numbered for identification purposes. All deletions are shown as ~~deleted text~~ (stricken text) and additions are shown as *inserted text* (in italics) and highlighted. A brief description in bold text following the proposal explains why these amendments are proposed. A check list located on the last page may be used for recording your preference regarding the proposals.

---

1. Article I, Section 1. DEFINITIONS (Amend)

"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. **When the Silver Springs Master Homeowners Association was formed, the name Silver Springs Homeowners Association was yielded to them. At that time, the Association became referred to as "Silver Springs Single Family Homeowners Association" in order to differentiate it from the Master Association. This proposal makes the practice formal by recording the name.**

2. Article I, Section 3. DEFINITIONS (Amend)

"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 ~~apartments or condominiums~~ **a duplex**, then each family dwelling unit shall be deemed to be one lot for purposes of this Declaration. ~~Where numbered lots are used for commercial purposes, and a single business occupies or has use of more than one numbered lot, then all of the numbered lots occupied or used by that business shall be combined and deemed to be one lot for the purpose of this Declaration.~~

The removal of the words "apartment and/or condo" is proposed because the Association has no such buildings, and inserting "a duplex" because the Association does have such buildings included in the Association. The deletion of the last sentence in this section is proposed since there are no commercial lots or single business lots, nor will there ever be.

3. Article I, Section 6. DEFINITIONS (Amend)

"Declarant" shall mean and refer to ~~Alta Title Co.~~ ~~Association~~ its successors and assigns. **"Alta Title Co." is removed and replaced with "Association" because the Alta Title Co. no longer holds an interest in Silver Springs. All available lots are owned by members of the Association.**

4. Article IV, Section 1., Paragraph d. MEMBERS EASEMENT OF ENJOYMENT (Delete)

~~The right of the Declarant (and its sales agents and representatives) to the non-exclusive use of the common area and the facilities thereof, for display and exhibit purposes in connection with the sale of any real property, which right Declarant hereby reserves. No such use by Declarant or its sales agents and representatives shall otherwise restrict the members in the use and enjoyment of the common areas or facilities thereof.~~

All available lots are owned by Association members. No sales agents have an interest.

5. Article IV, Section 4. TITLE TO THE COMMON AREA (Delete)

~~The Declarant hereby covenants for itself, its successors and assigns, that in the event it designates any portion of the properties as a common area, that it will convey fee simple title or right of way to such common areas in the existing property to the Association, free and clear of all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then on record, including those set forth in this Declaration.~~

Association members now own all available lots. Common areas have been transferred to the Master Association.

6. Article VI, Section 4. CURING OF DEFAULT (Amend)

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, ~~but not to exceed \$25.00,~~ 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.

The deletion of "but not to exceed \$25.00," is proposed to make coverage of costs flexible to meet possible increases and therefore pass the cost along to the member in default rather than incur costs to the Association.

7. Article VII, Section 1. APPROVAL BY ARCHITECTURAL COMMITTEE (Amend)

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, ~~removal of shrubs or trees or landscaping~~ 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 ~~of fifty dollars (\$50.00), showing the following:~~

~~(a) An overall view of the proposed improvement or improvements.~~

~~(b) The location of said improvement or improvements on the lot upon which it or they will be placed or constructed and the location of the proposed improvement or improvements relative to other improvements on said lot.~~

~~(c) Floor plans of each floor level.~~

~~(d) The basic structural system of the improvement or improvements and the materials to be used in the construction thereof.~~

~~(e) Elevations.~~

~~(f) Provision for temporary and permanent parking of vehicles in connection with the use of the facility.~~

~~(g) Design and layout of proposed sewage lines to sewer system.~~

~~(h) Proposed time schedule for construction to completion.~~

~~(i) A survey acceptable to the Architectural Committee locating lot corners and the proposed building position is required for all new construction and additions.~~

~~(j) Any additional demands or requirements for culinary or irrigation water.~~

~~(k) Specifications for water conserving plumbing fixtures in compliance with Article X Section 14 herein.~~

The deletion of "removal of shrubs or trees or landscaping" is proposed because it was written to protect indigenous vegetation and is no longer applicable. The specific "of fifty dollars (\$50.00)" was deleted to permit flexibility with regard to necessary increases in those charges. The list of conditions is redundant. For a complete description of the Association requirements for new construction or improvements, review the currently recorded Architectural Committee Rules.

8. Article VII, Section 3. (Delete)

~~The Architectural Committee shall have the right to disapprove any application in the event said application and the plans and specifications submitted therewith are not of sufficient detail, or are not in accordance with the provisions herein set forth, or if the design or construction of the proposed improvement is not in harmony with neighboring improvements and the general surroundings, or if the design and the plans for construction do not include sufficient safeguards for preservation of the environment or for any other reason the Architectural Committee may deem in the best interests of the Subdivision. The decision of the Architectural Committee shall be final, binding and conclusive on all of the parties affected. At no time will the Architectural Committee unreasonably restrict or refuse any proposed improvement.~~

This Section is deleted in its entirety due to redundant conditions found in Article VII, Section 2.

NOTE: If this deletion is approved, all subsequent sections of this Article will be consecutively renumbered.

9. Article VII, Section 4. (Delete)

~~Declarant reserves the right to change at any time the bounds and area of any lot owned by it provided such change does not adversely affect the access to any lot sold to a third party, and that such change has been approved and is in accordance with the various county, state and/or federal regulations controlling this Subdivision.~~

No longer relevant to the Association or development. All available lots are owned by Association members and lot boundaries and areas will not change.

10. Article VII, Section 6. PROFESSIONAL ASSISTANCE (Amend)

If at any time the Architectural Committee shall determine that it would be in the best interest of Silver Springs Development Subdivision ~~the Association~~ for such owner to employ professional assistance, to design any improvement involved in the proposed work, the Architectural Committee shall inform such owner in writing of its determination.

Deletion of "Silver Springs Development Subdivision", which is no longer a valid interest and replacement with "the Association".

11. Article VII, Section 7. LANDSCAPING CONTROL (Delete)

~~Each member shall maintain his lot in an attractive and safe manner so as not to detract from the community.~~

The conditions found in this Section are redundant and covered in Article X, Section 19.

12. Article VII, Section 8. ARCHITECTURAL COMMITTEE RULES (Amend)

~~The Architectural Committee may, from time to time and in its sole discretion adopt, amend and repeal by unanimous vote, rules and regulations to be known as "Architectural Committee Rules" which, among other things interpret or implement the provisions of Section 1. A copy of the Architectural Committee Rules as they may from time to time be adopted, amended or repealed, certified by any member of the Architectural Committee shall be available from the Architectural Committee.~~

*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.*

This proposal establishes the Architectural Committee members as a subcommittee to the Board of Trustees. As such, the autonomy of the Architectural Committee is removed, and they become accountable and reportable to the Association membership.

13. Article VII, Section 9. BUILDING AND LANDSCAPING TIME RESTRICTIONS (Amend)

~~The exterior construction of all structures shall be completed within a period of one (1) year following commencement of construction, such construction to begin within two (2) years of date of lot purchase. 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.~~

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.

The wording "such construction to begin within two (2) years of date of lot purchase" creates a two-tier system of membership. Lots purchased prior to the addition of this wording in a previous CC&R revision effective on 2/17/91, are "grandfathered", and not subject to the condition. Only those lots purchased after 2/17/91 are subject to the restriction.

14. Article VII, Section 10. APPOINTMENT OF ARCHITECTURAL COMMITTEE (Amend)

~~The Declarant 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, with the approval of the Declarant, shall appoint such member's successor.~~

Replace "Declarant" with "Association Board of Trustees" to clarify the responsibility for appointing the Architectural Committee membership.

15. Article VII, Section 13 VARIANCES APPEAL OR VARIANCES (Amend)

~~The Architectural Committee may, in its sole discretion, by an affirmative vote of a majority of the members of the Architectural Committee, allow reasonable variances as to any of the covenants and restrictions contained in this instrument, on such terms and conditions as it shall require.~~



*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.*

*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 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.*

This proposed change removes the appeals and variance process from the sole responsibility of the Architectural Committee and defines the process and authority for both appeal and variance petition.

16. Article VIII, Section 1. DUTIES AND POWERS (Amend)

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:

~~(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 and electrical services and refuse collection.~~

~~(d) Grant easements where necessary for utilities and sewer facilities over the common areas to serve the common areas and the lots.~~

(e) ~~(a)~~ 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.

(f) ~~(b)~~ 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.

(g) ~~(c)~~ 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.

The responsibilities described in the deleted sections have been transferred to the Master Association.

17. Article X, Preamble USE RESTRICTIONS (Amend)

The general objectives and intent of these covenants, restrictions and conditions, is to create and maintain a large residential district characterized by the following. ~~Private drives and lanes, which may if desired be protected by private gate keepers; s~~ 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.

Deletion of "Private drives and lanes, which may if desired be protected by private gate keepers", as these are now the responsibility of the Master Association.

18. Article X, Section 2. Paragraph g. LAND USE AND BUILDING TYPE (Amend)

~~No fences shall be allowed in the front yards or in side yards from the average front line of the dwelling forward or in side yards of corner lots which face the street. Hedges and landscaping will be permitted if it does not interfere with driving visibility.~~

*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.*

This proposal permits additional fencing/landscaping flexibility to owners of corner lots.

19. Article X, Section 9. OVERNIGHT PARKING AND STORAGE OF VEHICLES (Amend)

~~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 other wheeled vehicles shall be permitted to be parked on any public street within the subdivision projects between the hours of 1:00 o'clock A.M. and 10:00~~ 8:00 o'clock A.M. ~~of any morning or at any other time while it is snowing.~~ *No parking is permitted at any other time while snow is present requiring removal.*

The *long-term storage/parking (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.*

Defines parking/storage, and changes and clarifies the time periods for both parking and storage.

20. Article X, Section 10. ~~PETS~~ LIVESTOCK AND POULTRY (Amend)

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.

~~Animals on a single family lot larger than 2 acres shall be restricted to 1 horse per acre and two household pets not to exceed five animals. (This does not pertain to any equestrian facilities). The above mentioned animals shall be confined in an enclosure, so that the open part of any lot retains a reasonable amount of vegetated cover. Individual owners will be responsible to control their lots so that dust and odor do not become a problem to the property owners. Any animals used for food production or as pets other than those mentioned above are subject to the approval of the Architectural Committee. Animal privileges may be revoked by the Architectural Committee if the owner does not adhere to the above restrictions.~~

Deletes the second paragraph for animals on lot sizes greater than two (2) acres. The Association has no lots larger than two acres.

21. Article X, Section 11. SIGNS (Delete)

~~No sign of any kind shall be displayed to the public view on any lot except legal notices and one professional sign of no more than 1 square foot, one sign of not more than 3 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale.~~

This section is a violation of the First Amendment of the United States Constitution.

22. Article X, Section 16 NO BUSINESS USES (Amend)

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~~ other than traditional home business conducted within the home and except that the Declarant or its duly authorized agent may use any lot owned by the Declarant as a sales office, sales model, or property office or rental office; 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.

The deleted portion pertains to sales offices and models and is no longer applicable. The inserted section clarifies the definition of home business more precisely.

23. Article X, Section 21. CONSTRUCTION AND FENCE RESTRICTIONS (Amend)

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 ~~determined by the Architectural Committee.~~ *contained in this declaration.*

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

(c) Roof design shall be limited to a minimum of a 4/12 pitch, ~~unless otherwise approved by the Architectural Committee.~~ Roofs shall be constructed so that no reflective surfaces, ~~other than roof valleys or flashing,~~ 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.

(f) Fences or walls shall be of wood, ~~stone,~~ or brick ~~only.~~ *only.* ~~No fence or walls of chain link, wire mesh or unpainted concrete block shall be allowed.~~ Fences, walls or hedges shall not exceed six feet in height. ~~No construction or visual barrier fencing is to occur beyond 250 feet from the center line of roads on lots which are 2 acres or larger unless written approval is first obtained from the~~

~~Architectural Committee.~~

Substitutes the Association Board of Trustees for the Architectural Committee and adds simulated wood siding as an option. The modification of the roof slope minimum is unnecessary since Summit County Building Code will not permit less than a 4/12 slope. Defines the appropriate materials for fences or walls.

24. Article X, Section 22. OFF ROAD VEHICLES (Amend)

No automobiles, trucks, motorcycles, trail bikes, snowmobiles, four wheel drive vehicles or vehicles of any kind shall be operated ~~on any of Declarant's property wherever the same may be situated or any place on the subdivision other than the public roadways.~~

Specifies that vehicles may only be used on public roadways.

25. Article X, Section 23. MAIL BOX AND YARD LAMP (Amend)

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

Clarify the requirements for the mailbox.

26. Article X, Section 25. REMOVAL OF NATURAL FOLIAGE (Delete)

~~No trees, shrubs, bushes or other natural foliage shall be removed except as is absolutely necessary for the ingress and egress and construction of the dwelling and other permitted structures on the lot without the prior written approval of the Architectural Committee.~~

No longer applicable to Association.

27. Article X, Section 26. RESTORATION OF CUT AND FILL (Amend)

~~Declarant~~ ~~Owner~~ shall be responsible for the restoration of cut or fill slopes between the back of the curve and each respective property. All cut or fill slopes shall be restored as per ~~Declarant's~~ ~~owner's~~ landscaping plan for such area, at the sole expense of the ~~Declarant~~ ~~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.

Establish responsibility for restoration to the owner of the lot.

28. Article X, Section 27. RULES REGARDING FIRES (Delete)

~~No exterior fires whatsoever, except barbeque fires contained in receptacles provided therefor, shall be permitted.~~

Redundant information. This information is contained in Article X, Section 20.

\*\*\*\*\*

### Checklist Summary of Modifications

Item   For   Against

1.     \_\_\_\_\_  
2.     \_\_\_\_\_  
3.     \_\_\_\_\_  
4.     \_\_\_\_\_  
5.     \_\_\_\_\_  
6.     \_\_\_\_\_  
7.     \_\_\_\_\_  
8.     \_\_\_\_\_  
9.     \_\_\_\_\_  
10.    \_\_\_\_\_

Item   For   Against

11.    \_\_\_\_\_  
12.    \_\_\_\_\_  
13.    \_\_\_\_\_  
14.    \_\_\_\_\_  
15.    \_\_\_\_\_  
16.    \_\_\_\_\_  
17.    \_\_\_\_\_  
18.    \_\_\_\_\_  
19.    \_\_\_\_\_  
20.    \_\_\_\_\_

Item   For   Against

21.    \_\_\_\_\_  
22.    \_\_\_\_\_  
23.    \_\_\_\_\_  
24.    \_\_\_\_\_  
25.    \_\_\_\_\_  
26.    \_\_\_\_\_  
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28.    \_\_\_\_\_