

**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 ~~Homeowner's~~ **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 *simulatea 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.* ~~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

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Item For Against

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