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SUMMIT COUNTY RECORDER

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WHEN RECORDED RETURN TO:

Southshore Partners
P.O. Box 2702
Park City, UT 84060

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for SOUTHSHORE at SILVER SPRINGS SUBDIVISION PLAT A
SUMMIT COUNTY, UTAH**

THIS DECLARATION made this 17th day of September 1991 by Southshore Partners, a Utah Partnership, hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant shall be, at the time of recordation of this document, the owner of the real property in the County of Summit, State of Utah, described as:

Lots 1-11 and 13-31 of the Southshore at Silver Springs Subdivision Plat A as shown by the official plat thereof recorded in the office of the Recorder of Summit County, Utah.

WHEREAS, Declarant has deemed it desirable to impose a general plan for the improvement and development of the portion of said tract and all of the property described herein and the adoption and establishment of covenants, conditions and restrictions upon said real property and each and every lot and portion thereof and upon the use, occupancy, and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of said tract, and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of the portion of said tract and any additional property which may be annexed thereto, pursuant to the provisions of this Declaration, to create a corporation to which should be delegated and assigned the powers of maintaining administering the common area and administering and enforcing these covenants, conditions, and restrictions and collecting and disbursing funds pursuant to the assessments and charges hereinafter created and referred to; and

WHEREAS, Southshore Homeowners' Association, a nonprofit corporation, is incorporated under the laws of the State of Utah for the purpose of exercising the powers and functions aforesaid;

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 hereof 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 said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or 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.

ARTICLE I
DEFINITIONS

The following terms used in these covenants, conditions, and restrictions shall be applicable to this Declaration and also to any supplemental declaration recorded pursuant to Article II hereof and are defined as follows:

Section 1. "Association" shall mean and refer to Southshore Homeowners' Association, a nonprofit corporation, incorporated under the laws of the State of Utah, its successors and assigns.

Section 2. "Common area" and "common facilities" shall mean all real property owned by the Association for the common use and enjoyment of the members of the association. Common areas and common facilities expressly do not include the Shoreline Property located in front of Lakeview Lots.

Section 3. "Lot" shall mean any parcel of property shown as a separate numbered lot on the recorded Plat of the Subdivision. Each single family dwelling unit shall be deemed to be one lot for the purposes of this Declaration.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers and buyers, but excluding those having such interest merely as security for the performances of an obligation.

Section 6. "Declarant" shall mean and refer to Southshore Partners, its successors and assigns.

Section 7. "Deed of Trust" shall mean the conveyance of any lot or other portion of the property to secure the performance of an obligation.

Section 8. "Conveyance" shall mean and refer to conveyance of a fee simple title to any lot.

Section 9. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as hereafter may be made subject to this Declaration, and excluding any real property that hereafter may be withdrawn from this Subdivision pursuant to this Declaration.

Section 10. "Subdivision" or "Southshore" shall mean "Southshore at Silver Springs Subdivision Plat A" according to the official plats thereof recorded in the office of Summit County, State of Utah, and any subdivision hereafter added pursuant to the terms of this Declaration.

Section 11. "Lakeview Lots" shall mean Lots which are located immediately adjacent to the Silver Springs Water Company ponds.

Section 12. "Silver Springs Water Company ponds" shall mean the ponds owned by the Silver Springs Water Company which form a part of the water resources of the Silver Springs Water Company.

Section 13. "Shoreline Property" shall mean the real property owned by the Silver Spring Water Company, which property is located between the Silver Springs Water Company ponds and the border of the Lakeview Lots 1-11.

Section 14. "Board of Trustees" shall mean the three (3) to six (6) Members who are elected by the Association to manage the Association. The initial Board of Trustees shall be:

James A. Doilney, 1351 Moray Court, Park City, UT 84060

Michael S. Barnes, 1760 Captain Molly Drive, Park City, UT 84060

Diane M. Doilney, 1351 Moray Court, Park City, UT 84060

These individuals will serve as the board, until they are replaced by the Declarant or until the first meeting of the Association, whichever occurs first.

ARTICLE II
ANNEXATION OF ADDITIONAL PROPERTY

Any real property may be annexed to and become subject to this Declaration by any of the methods set forth hereinafter in this Article as follows:

Section 1. Annexation Without Approval and Pursuant to General Plan. Any real property may be annexed to and become subject to this Declaration and subject to the jurisdiction and a part of the Association without the approval, assent or vote of the Association or its members, providing and on condition that:

(a) Prior to the conveyance of title to any improved lots within the real property to be annexed to individual purchasers thereof, fee simple title or right-of-way to the common area within said real property shall be conveyed to the Association, free and clear of any and all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, covenants, conditions and restrictions then of record, including those set forth in this Declaration.

(b) A supplementary Declaration of Covenants, Conditions and restrictions, as described hereinafter in Section 3 of this Article describing the real property to be annexed shall be executed and recorded by Southshore Partners, the owner of said real property or its successors and assigns. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners of lots in said real property shall immediately and automatically be members of the Association.

Section 2. Annexation Pursuant to Approval. Upon approval in writing of the Association, pursuant to a two-thirds vote of those present at a meeting for this purpose that has been duly called of members including proxies who are entitled to vote, any owner of communal property, multiple family units and/or single family residential property and/or property for the common use of owners of such residential property who desire to add such property to the plan of this Declaration and to subject such property to the jurisdiction of the Association, may file of record a Supplementary Declaration, as described in Section 3 of this Article.

Section 3. Supplementary Declarations. The additions authorized under the foregoing sections shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions or similar instrument, with respect to the additional property which shall extend to the plan of this Declaration to such property.

Such Supplementary Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of this Declaration. In no event, however shall any such Supplementary Declaration merger or consolidation, revoke, or modify the covenants established by this Declaration within the existing property, except as hereinafter otherwise provided.

The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners of lots in said real Property shall automatically be members of the association.

Section 4. Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the existing property, together with the covenants and restrictions established upon any other property, as one plan.

ARTICLE III
MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all owners of all lots and all members in the Association, are not exclusive, as the member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each lot owned. Membership shall be appurtenant to and may not be separate from the ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

Section 2. Transfer. The membership held by any owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser or deed of trust holder of such lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 3. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all those owners as defined in Section 1 above with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast for any one lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Section 1.

All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and Bylaws of the Association.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common area, if any, and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

(a) The right of the association to established uniform rules and regulations pertaining to the use of the common area including but not limited to private streets and the recreational facilities thereof.

(b) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the common area and facilities and to aid thereof, to mortgage said property, provided that the rights of any mortgagee shall be subordinate to the rights of the members.

(c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility, or to any association or master association of homeowners in Silver Springs, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless a written instrument pursuant to a two-thirds majority vote of those present at a meeting for this purpose that has been duly called of members including proxies who are entitled to vote has been

recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than ten (10) days in advance. However, the Declarant reserves the right to grant easements over any part of the common area or any other designated utility easement areas for utility purposes.

(d) 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 or representatives shall otherwise restrict the members in their use and enjoyment of the common areas or facilities thereof.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Waiver of Use. No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area and the facilities thereon or by abandonment of his lot other than by sale thereof.

Section 4. Title to the Common Area. 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 rights-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.

Section 5. Nothing in this Declaration shall be construed to obligate Declarant to designate or provide any part of the properties as common area.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and Personal Obligation of Assessments. Each member, by acceptance of a real estate contract or deed therefor, 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 by subject to a lien for, any unpaid assessments against the grantor in the excess of the amount set forth. No membership may transferred to a subsequent purchaser until all assessments, interest, penalties and other charges that are due have been paid in full to the Association.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common area.

Section 3. Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Board of Trustees of the Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every owner, and the due date for the payment

of same shall be set forth in said notice.

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 nor more than thirty (30) calendar days in advance of the meeting.

Section 5. Uniform Rate of Assessment. Both regular and special assessments shall be fixed at an identical rate for all lots owned by members and may be collected monthly or at such other times as the Board may determine. If an assessment for improvements of costs is more or less beneficial to one or more types of lots (single family residential, multiple dwelling condominium, commercial) such assessments may be levied at a rate reflecting such difference in benefits.

Section 6. Date of Commencement of Regular Assessments and Fixing Thereof. The regular assessments provided for herein shall commence as to all lots on the first day of the month following the purchase of each lot to an individual owner. Monthly or annual assessments will be payable at times designated by the Board of Trustees of the Association.

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 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.

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.

ARTICLE VI

NONPAYMENT OF ASSESSMENTS

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 the 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.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or

- (f) Provision for temporary and permanent parking of vehicles in connection with 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.
- (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.

Section 2. The Architectural Committee shall not give its consent to the proposed improvement unless, in the opinion of the Architectural Committee, the improvement is properly designed and the design, contour, materials, shapes, colors, and general character of the improvement shall be in harmony with existing structures on the lot and on neighboring lots, and in harmony with the surrounding landscape, and the improvements shall be designed and located upon the lot so as to minimize the disruption to the natural land forms.

Section 3. 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. 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.

Section 4. 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.

Section 5. Non-Waiver. The approval of the Architectural Committee of any plans, drawings, or specifications for any work done or proposed, or in connection with any other matter, requiring the approval of the Architectural Committee under these restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval. Upon approval or disapproval of the plans by the Architectural Committee, one set of plans shall be returned to the lot owner and one set shall be retained by the Committee. If the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In order to obtain such approval, the owner must submit for consideration of the Architectural Committee such details and information with relation to the contemplated action as the Architectural Committee shall request.

Section 6. Professional Assistance. If at any time the Architectural Committee shall determine that it would be in the best interest of the members and owners of the Subdivision 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, whereupon all plans and specifications shall be prepared by such qualified professionals as the Architectural Committee shall determine.

Section 7. Landscaping Control. Each member shall maintain his lot in an attractive and safe manner so as not to detract from the community.

Section 8. Architectural Committee Rules. 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 to be applied to all improvements occurring or

to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, to the owner of said lot.

Section 3. Foreclosure Sale. Any such foreclosure and subsequent sale provided for above is to be conducted in accordance with the laws of the State of Utah relating to liens, mortgages, and deeds of trust. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Section 4. Curing of Default. 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 payment of such other costs, interest or fees as shall have been incurred.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgement for unpaid assessments, as above provided.

Section 6. Subordination of Assessment Liens. If any lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust; and (2) the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed of trust, with the foreclosure-purchaser or deed-in-lieu grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure of deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE VII

ARCHITECTURAL CONTROL

It is the intent of the Declarant to build all the homes within the subdivision. Homes built by the Declarant, whether part of the Association as defined herein or part of a larger Association expanded to incorporate additional lots, shall be required to comply with the architectural intent of this section, but not required to complete the filings specified herein.

Section 1. Approval by Architectural Committee. 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, waterway, pond, 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 as determined by the Architectural Committee. For buildings, such submittal shall include:

- (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.

commencing after such adoption, amendment, or repeal. 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.

Section 9. Building and Landscaping Time Restrictions. The exterior construction of all structures shall be completed within one (1) year following commencement of construction. 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.

Section 10. Appointment of Architectural Committee. The Declarant 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 Trustee of the Association, with the approval of the Declarant, shall appoint such member's successor.

Section 11. Liability. Neither the Architectural Committee nor any member thereof shall be liable to any owner or third persons for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; or (c) the development or manner of development of any property within the subdivision.

Section 12. General Provisions. The powers and duties of such Committee shall be in force for a period of forty (40) years from the date of recording of this Declaration. Such powers and duties shall continue following the forty year period until a written instrument has been executed and duly recorded by the then-record owners of a majority of the lots appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee. Said representatives may be the members of the Board of Trustees of the Association.

Section 13. Variances. A petition may be filed for a variance by any owner. The Architectural Committee may, in its sole discretion, by any 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.

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, any under drain system, and all other property acquired by the Association.

(b) Pay any real and person 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 interest 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.

(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.

(h) Have the power to: establish uniform maintenance standards for all Lots; lien any Lot, whether improved with a buildings or buildings or not, which is not being properly maintained as determined by the Board of Trustees; and enter any Lot to perform required maintenance on the Lot of the exterior surface of buildings.

ARTICLE IX EASEMENTS

Section 1. The rights and duties of the owners of lots within the properties with respect to sanitary sewer and water, electricity, solar heating systems, gas, telephone, cable television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone and cable television lines, solar heating systems, or drainage facilities are installed within the properties, which connections, lines or facilities, or any portion hereof lie in or upon lots owned by Association or other than the owner of a lot served by said connections, the Association and the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary thereof, to enter upon the lots or to have utility companies or service companies enter upon the lots within the properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone or cable television lines, solar heating systems, or drainage facilities are installed within the properties, which connections serve more than one lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

Section 2. Easements over the lots and common area properties for the installation and maintenance of electric, telephone, cable television, water, gas, and sanitary sewer lines, drainage facilities, solar heating systems, and street entrance ways as shown on the recorded tract map of the properties, or other documents of record, are hereby reserved by Declarant, together with the right to grant and transfer the same for the use and benefit of the members of the Association.

Section 3. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and, generally, over the rear and side eight feet of each lot. Notwithstanding the preceding sentence, owners are advised that easement dimensions change on specific lots as noted on the recorded Plat. Within these easements, no structure, including bridges, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 4. In addition to the rear and side yard restrictions referenced in Section 3 of this Article, no fences may be built closer than ten (10) feet to the rear or side lot line without approval by the Architectural committee. Any fences built at more than ten (10) feet, but less than eighteen (18) feet from the rear lot line, may be subject to temporary removal at lot owner's expense in order to allow access for maintenance of the drainage facilities. Fences built no closer than eighteen feet from the rear lot line are not subject to temporary removal for purposes of drainage easement maintenance.

ARTICLE X
USE RESTRICTIONS

The general objectives and intent of these covenants, restrictions and conditions is to create and maintain a large residential district characterized by the following; single family homes, private parks, open spaces and/or playgrounds; preservation of "Wetlands" in accordance with the requirements of the Army Corps of Engineers or any governmental agency have jurisdiction over the same: well kept lawns, trees and other plantings; minimum vehicular traffic; and quiet residential conditions favorable to family living.

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 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 Springs Master Plan. No timeshare or nightly rental use will be allowed on any single family residential lot.

(b) No single story dwelling shall be erected or placed on any lot in the subdivision with floor space in said dwelling of less than 1,400 square feet on the ground level; excluding garage and patio.

(c) Two-story dwellings shall have at least 1,700 square feet, exclusive of garage and patio.

(d) All single family dwellings may include the following accessory building and structures not used for residential occupancy: an attached private garage for the storage of not more than four automobiles; greenhouses for private use only; and one small storage shed.

(e) Every single family dwelling must have a minimum of a two-car garage.

(f) Driveways for single family dwellings must be large enough to accommodate two parked automobiles side by side.

(g) No fences shall be allowed in the front yards or in side yards from the average front line of the dwelling forward or, if in side yards of corner lots which face the street, closer than ten (10) feet to the property line. Hedges and landscaping will be permitted if it does not interfere with driving visibility.

Section 3. Lot Area No single family dwelling or associated building shall be erected or placed on any lot containing less than 7,000 square feet without written approval of the architectural committee.

Section 4. Building Location. No single family dwelling or associated building shall be located on any lot nearer than fifteen (15) feet to the road right-of-way line, except for corner lots where the sideyard of the building may be no closer than ten (10) feet from the road right-of-way, or nearer than ten (10) to the rear or side lot lines. Notwithstanding any language in this Section to the contrary, if easements for utilities, drainage, or other purpose as shown on the recorded Plat require a greater setback from the front, rear, or side lot line than that provided for in this Section, the requirements of the recorded Plat shall control. Likewise, if Summit County or any other governmental body having jurisdiction over the Subdivision has guidelines which are more strict than those set forth herein, the stricter guidelines shall control.

Section 5. Height Requirements. No single family dwelling shall be erected to a height which is greater than thirty (30) feet above fire fighting grade.

Section 6. Recontouring. No lot shall be recontoured in excess of four(4) feet excluding grading for purposes of basement construction, without prior written approval of the Architectural Committee.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8. Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily, meaning two or more days, or permanently. No temporary structure, house trailer, mobile home, camper, or non-permanent outbuilding shall ever be placed or erected on any lot except with the approval of the Architectural Committee and only then during construction. No dwelling house on any lot shall be occupied in any manner prior to its completion without a written approval of the Architectural Committee. No old or secondhand structures shall be moved onto any of said lots, unless granted by a variance. The intention hereof is that all dwellings and other buildings to be erected on said lots, or within said subdivision, shall be new construction of good quality workmanship and materials. Notwithstanding the above, construction trailers are allowed during periods when construction is in progress and for up to two months prior to start of construction and two months following completion of construction.

Section 9. Overnight Parking and Storage of Vehicles. 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 project between the hours of 1:00 o'clock A.M. and 10:00 A.M. of any morning or at any other time while it is snowing. The storage 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 traffic.

Section 10. Pets. No animals, other than house pets, shall be kept or maintained. These animals shall be contained or otherwise controlled at all times and shall be restricted to two per household. Individual owners will be responsible to control their lots so that dust and odor do not become a problem to the property owners. Animal privileges may be revoked by the Association if the owner does not adhere to the above restrictions.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any lot except legal notices and one professional sign of not more than (2) square feet, one sign of not more than three (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.

Section 12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil, oil products, or natural gas shall be erected, maintained or permitted upon any lot.

Section 13. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon any lot except that trash may be burned inside homes that are properly equipped with inside incinerator units. Garbage and trash recepticals shall be permitted when kept in a visually screened enclosure and contained in covered containers.

Section 14. Sewage Disposal, Waste Disposal and Water Supply. No individual sewage disposal system or water supply systems shall be permitted on any lot nor may any owner pump water from or impound any stream, waterway or pond at any time for any purpose. All streams and drainage easements in South Shore at Silver Springs Subdivision Plat A and other open space contribute to "Wetlands" preservation, enhancement, and creation. Absolutely no material of any nature whatsoever, including, but not limited to, dirt, grass clippings, and refuse or trash of any kind, may be deposited within these areas, or allowed to enter these areas.

All homes and common area facilities shall be fitted and furnished with water conserving toilets, faucets, showerheads and such other water conserving devices as approved by Silver Springs Water Co., Inc. A list of approved devices and appliances is available at the office of Silver Springs Water Co., Inc.

Section 15. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 16. No Business Uses. Other than as normally required for construction and real estate sales purposes, 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 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 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.

Section 17. No Re-Subdivision. No lot shall be resubdivided, and only one single family residence shall be constructed or allowed to remain per lot.

Section 18. Underground Utility Lines. All permanent water, gas, electrical, telephone and television cables, other electronic pipes and lines and all other utility lines within the limits of the property must be buried underground and may not be exposed above the surface of the ground.

Section 19. Maintenance of Property. All lots and all improvements on any lot shall be kept and maintained by the owner thereof in a clean, safe, attractive and sightly condition and good repair.

Section 20. No Hazardous Activities. No activity shall be conducted on any lot and no improvements constructed on any lot which are or might be unsafe or hazardous to any person or party. Without limiting the generality of the foregoing, no firearms shall be discharged upon any lot, and no open fires shall be lighted or permitted on any lot except in a contained barbecue unit while attended and in use for cooking purposes or within safe and well designated interior fireplaces.

Section 21. Dwelling Construction and Fence Restrictions. In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set out:

(a) Dwelling style, design, alterations or addition will conform to standards determined by the Architectural Committee.

(b) Exterior construction materials will be limited to stone, stone veneer, wood siding, or stucco 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 surfaces of hardware fixtures, 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 or required by the U.S. Postal Service.

(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 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. No fences or walls of chain link, wire mesh, brick or unpainted concrete block shall be allowed. Fences, walls or hedges shall not exceed six (6) feet in height.

Section 22. Off-Road Vehicles. No automobiles, trucks, motorcycles, trail bikes, snowmobiles, four-wheel drive vehicles or vehicles of any kind shall be operated on any of the Declarant's property wherever the same may be situated or any place on the subdivision other than the public roadways.

Section 23. Private Area: Uses, Restrictions. The Architectural Committee or its duly authorized agents shall have the right, at any time, and from time to time without any liability to the Owner for trespass or otherwise to enter upon any private area for the purpose (1) of removing any improvement constructed, reconstructed, refinished, altered, or maintained upon such private area in violation of these covenants, (2) of restoring or otherwise reinstating such private areas, and (3) of otherwise enforcing without any limitation, all of the restrictions set forth in this Declaration. No improvement, excavation or other work which in any way alters any private area from its natural or improved state existing on the date such private area was first sold shall be made or done except upon strict compliance with this Declaration.

Section 24. Removal of Natural Foliage. No trees shall be removed except as is absolutely necessary for the ingress and egress and construction of the dwelling and other structures on the lot without the prior written approval of the Architectural Committee.

Section 25. Restoration of Cut and Fill. Declarant shall be responsible for restoration of cut and fill slopes between the back of the curb and each respective property. All cut or fill slopes shall be restored as per Declarant's landscaping plan for such area at the sole expense of the Declarant. All restoration shall be approved by the Architectural Committee and shall be completed within six (6) months of creation of cut or fill conditions.

Section 26. Rules regarding Fires. No exterior fires whatsoever, except barbecue fires contained in receptacles provided therefor, shall be allowed.

Section 27. Antennas. No antenna of any sort, either installed or maintained, which is visible from the front of neighboring properties shall be allowed. No satellite dishes shall be permitted except as may be allowed by the architectural rules.

Section 28. Rules and Regulations. No owner shall violate the rules and regulations for the use of the lots as adopted from time to time by the Association. No such rules and regulations shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any lot by the owner hereof.

ARTICLE XI

GENERAL PROVISIONS

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 affected Member by certified mail at 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.

Section 2. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 3. Severability. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

Section 4. Amendments. At any time while any provision, covenant, condition or restriction contained in this Declaration or amendment thereto is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or repeal, executed by owners representing a majority of the combined votes of both classes of membership entitled to vote. It is intended by this paragraph that the Declarant having three (3) votes per lot owned, as per Article III, Section 3 above, shall have sufficient votes, by itself, to amend this Declaration until such time as 75% or more of the lots within the properties are owned by Class A members.

Section 5. Consent to Future Zoning. Each lot owner hereby acknowledges receipt of a copy of this Declaration and of Declarant's master plan showing the proposed single family dwelling, multiple family dwelling and commercial areas, and acknowledges that Declarant intends to request zoning changes from time to time to permit smaller residential lots multiple family and commercial use of Declarant's land located in the vicinity of the subdivision and as is generally shown on the master plan. Each lot owner for himself, his successors and assigns hereby consents to and covenants not to object to any application made by Declarant for a change in zoning permitting the use of any of Declarant's land for smaller residential lots, and multiple family uses, including but not limited to duplexes, fourplexes, apartments, condominiums, etc. Each lot owner for himself, his successors and assigns, covenants and agrees to execute any and all instruments in writing that may be required or need by Declarant to obtain such zoning change or changes.

Section 6. Withdrawal of Properties. The trustees of the Association shall have the authority to withdraw any common area lot or lots from the operation of this Declaration prior to the sale of said lot or lots so that said common area lot or lots shall not thereafter be subject to any of the provisions of this Declaration.

Section 7. 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. Covenants, conditions or restriction herein contained nor the enforcement of any lien provisions herein shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure of trustee's sale, or otherwise.

Section 8. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 9. Nuisance. The result of every act or omission whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part is hereby declared to be and constitutes a nuisance and every remedy allowed by law or equity against a nuisance either public or private, shall be applicable against every such result and may be exercised by the Association or any other lot owner in the subdivision. Such remedy shall be deemed cumulative and not exclusive.

(left blank intentionally)

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

SOUTHSHORE PARTNERS

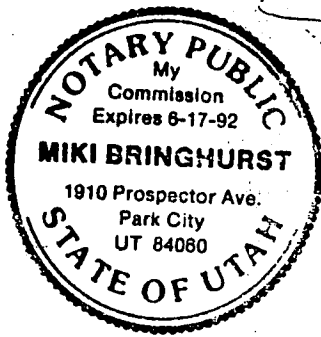
by *Michael Barnes*
Michael Barnes, General Partner

by *James A. Doilney*
James A. Doilney, General Partner

STATE OF UTAH
SS.

COUNTY OF SUMMIT

BEFORE ME, a Notary Public in and for said county and state, on this ___ day of September, 1991, personally appeared Michael S. Barnes and James A. Doilney, known to me to be the General Partners of Southshore Partners, the Partnership that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.



Miki Bringhurst
Notary Public

Residing at: *Summit County*

300- 625 PAGE 744

ARTICLES OF INCORPORATION
OF
SOUTHSHORE HOMEOWNERS' ASSOCIATION

We, Michael S. Barnes, James A. Doilney, and Diane M. Dollney, the undersigned adult citizens of the United States being duly authorized and directed to act as incorporators under the Utah Non-Profit Corporation and Cooperative Association Act, hereby adopt the following Articles of Incorporation for said Southshore Homeowners' Association.

ARTICLE I
CORPORATE NAME

The name by which the corporation shall be known is Southshore Homeowners' Association.

ARTICLE II
DURATION OF CORPORATION

The corporation shall have perpetual existence unless dissolved or terminated according to law.

ARTICLE III
CORPORATE PURPOSES

Southshore Homeowners' Association shall be a non-profit corporation. The general purposes and objectives for which this corporation is organized are to provide community services and facilities by obtaining title to all common areas and facilities including but not limited to recreational facilities and other areas which are to be obtained for the sole use and enjoyment of the land owners. In addition, the corporation shall provide for the maintenance of paths, perimeter fencing, common areas, and recreational facilities obtained for the sole use and enjoyment of the land owners of residential lots situated within that certain real property described and known as lots 1-11 and 13-31 of the South Shore at Silver Springs Subdivision Plat A and all subsequent lots and properties which are annexed into Southshore Homeowners Association, located in Summit County, State of Utah. In addition, the corporation shall generate sufficient funds for the maintenance of the common properties by levying fees and assessments against the homeowners and guaranteeing the payment of such by liens against the individual properties. In addition to such primary purposes, the corporation shall have authority to engage in such other activities as are authorized by the Board of Trustees which shall be consistent with the Utah Non-Profit Corporation and Cooperative Association Act including all such power and authority granted by said act.

ARTICLE IV
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot, or contract purchaser of any lot, which is subject to covenants or record to assessment by the corporation shall be a member of the association.

There shall be two classes of membership: (a) Class A Membership, which shall include all persons or entities, except the developer, who are record owners of a fee or undivided fee interest in any lot which is subject to covenants of record; and Class B Membership, which shall be Southshore Partners, its successors or assigns which is the owner of all other lots and properties which have not been sold to individual lot owners.

By-laws governing Southshore Homeowners' Association, specifically enumerating powers and rights associated with members and memberships shall be adopted by the Board of Trustees.

ARTICLE V
SHARES

The corporation shall be authorized to issue the following number of shares evidencing membership in Silver Springs Homeowner's Association: (a) One Thousand Five Hundred (1,500) Class A Memberships; (b) One Thousand Five Hundred (1,500) Class B Membership

ARTICLE VI
BOARD OF TRUSTEES

The Board of Trustees shall consist of a variable number of three to nine members, as the Board of Trustees shall itself from time to time determine; until the determination is made in the future by the Board of Trustees, the Board shall consist of three Trustees. The name and addresses of persons who are to serve as Trustees until the first annual meeting of the members of the corporation or until their successors be elected and qualify, are as follows:

Michael S. Barnes
P.O. Box 1980
Park City, Utah 84060

James A. Doilney
1351 Moray Court
Park City, UT 84060

Diane M. Doilney
1351 Moray Court
Park City, UT 84060

ARTICLE VII
PRINCIPAL OFFICE

The address of the corporation's principal office is P.O. Box 2702, 1351 Moray Court, Park City, Utah, 84060. The name of the corporation's registered agent is James A. Doilney, 1351 Moray Court, Park City, Utah, 84060. By signing this document, James A. Doilney acknowledges his acceptance of the position of registered agent.

ARTICLE VIII
INCORPORATORS

The names and address of the incorporators are as follows:

Michael S. Barnes
P.O. Box 1980
Park City, Utah 84060

James A. Doilney
1351 Moray Court
Park City, UT 84060

Diane M. Doilney
1351 Moray Court
Park City, UT 84060

ARTICLE IX
COMPLIANCE WITH THE INTERNAL REVENUE CODE

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its members, trustees, officers or other private persons except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing and distribution of statement) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law) or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law).

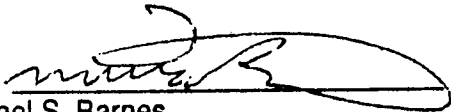
ARTICLE X

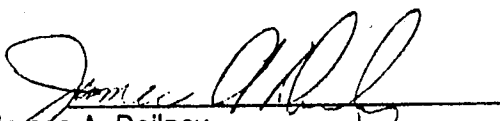
Upon the dissolution of the corporation, the Board of Trustees, after paying or making provision for the payment of all liabilities of the corporation, shall dispose of all the assets of the corporation in accordance with the laws of the State of Utah, and the appropriate provision of the Internal Revenue Code of 1954, as amended.

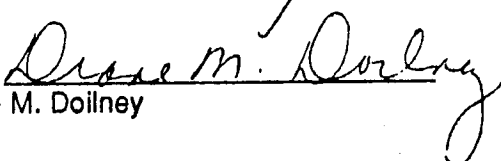
ARTICLE XI
AMENDMENT TO ARTICLES

The corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by law and all rights and powers conferred herein on members, trustees and officers are subject to the reserved power.

Date this 6th day of September, 1991


Michael S Barnes

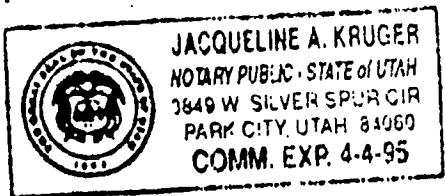

James A. Doilney

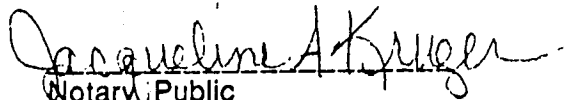

Diane M. Doilney

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

I, the undersigned, a Notary Public hereby certify that Michael s. Barnes, James A. Doilney, and Diane M. Doilney personally appeared before me and being duly sworn by me declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of September, 1991.




Notary Public
Residing at Park City, Utah

My Commission Expires:
4-4-95

**BY-LAWS
OF
SOUTHSHORE HOMEOWNERS' ASSOCIATION**

**ARTICLE I
IDENTITY**

These are the By-Laws of Southshore Homeowners' Association, hereinafter referred to as the "Association", duly made and provided for in accordance with the Utah Nonprofit Corporations Act. Any term used herein which is defined in the Declarations applicable to the Southshore Silver Springs Development shall have the meaning ascribed therein. The office of the Registered Agent of Association shall be located at 1351 Moray Court, Park City, Utah.

**ARTICLE II
APPLICATION**

All present or future owners, tenants or any other persons who might use one or more lots or common areas of the Association in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the lots or part thereof or use of the Common Areas will signify that these By-Laws are accepted, ratified, and will be compiled with by said persons.

**ARTICLE III
MEETINGS OF MEMBERS**

Section 1. Place of Meetings. Meetings of the Members may be held at such place within the State of Utah as the Board of Trustees may specify in the notice thereof.

Section 2. Annual Meetings. The annual meeting of the Members shall be held on the second Monday in October, at the hour of 7:00 o'clock, p.m. If the day for the annual meeting of the Members falls on a legal holiday, the meeting will be held at the same hour on the first business day following which is not a legal holiday, provided that the Board of Trustees may by resolution fix the date of the annual meeting on such other date as it may deem appropriate.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Trustees, or upon written request of thirty percent (30%) of the total votes of the membership.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote, addressed to the Member's lot address, unless a different address is supplied in writing by such Member to the Secretary at least thirty (30) days before such meeting, or by delivering such notice to the Member at such Member's Lot address. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting.

Section 5. Quorum. Fifty percent (50%) or more of the Members present in person or by proxy shall constitute a quorum for any and all purposes, except in situations in which express provisions require a greater vote in which event a quorum shall be the percentage of interest required for such vote. In the absence of a quorum, the meeting shall be adjourned for twenty-four (24) hours, at which time it shall reconvene and any number of Members present at such subsequent meeting, in person or by proxy, shall constitute a quorum. At any such adjourned meeting held as set forth above, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 6. Voting. When a quorum is present at any meeting, the vote of the Members representing more than fifty percent (50%) present at the meeting, either in person or by proxy, shall decide any question of business properly brought before such meeting, including the election of the Board of Trustees. All votes may be cast either in person or by proxy. All proxies shall be in writing, and must be of record with the Secretary.

ARTICLE IV

TRUSTEES: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) Trustees, who shall be Members. Only one Member per lot may serve as a Trustee at any one time.

Section 2. Term of Office. At the first annual meeting, the Members shall elect four (4) Trustees for a term of one (1) year and three (3) Trustees for a term of two (2) years and at each annual meeting thereafter the Members shall elect Trustees to replace those who's terms are expiring for a like term of years.

Section 3. Removal. Any Trustee may be removed, with or without cause, by a majority vote of the Members. The office of a Trustee may be declared vacant by the Board of Trustees in the event any Trustee shall be absent from three (3) consecutive regular meeting of the Board. In the event of death, resignation or removal of a Trustee, or the vacancy of his/her office, his/her successor shall be selected by the remaining Trustees and shall serve for the unexpired term of his/her predecessor.

Section 4. Compensation. No Trustee shall receive compensation for any service rendered to the Association. However, any Trustee may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without a Meeting. The Board of Trustees shall have the right to take any action without a meeting which could be taken at a meeting, if a consent in writing, setting forth the action so taken shall be signed by all of the Trustees.

ARTICLE V

NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee, except for the first reorganization meeting when the nominations shall be make by the Steering Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Trustee, and two or more Members. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the Members, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Voting. Election to the Board of Trustees shall be by secret written ballot. At such election the Members or their proxies may cast, one vote per lot per office. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

MEETINGS OF TRUSTEES

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held, at such place and hour as may be fixed from time to time by the President or by the Board of Trustees.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President, by any two Trustees, or by two or more Members, after not less than three (3) days notice to each Trustee.

Section 3. Quorum. A majority of the Board of Trustees shall constitute a quorum for the transaction of business.

Section 4. Waiver of Notice. Before or at any meeting of the Board of Trustees any Trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting thereof shall be a waiver of notice of the time and place thereof.

Section 5. Adjournments. The Board of Trustees may adjourn any meeting from day to day or from such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF TRUSTEES**

Section 1. Powers. The business, property and affairs of the Association shall be managed and governed by the Board of Trustees which shall have the powers and duties as provided in the Declarations, Articles of Incorporation, these By-Laws and as provided under the laws of the State of Utah.

**ARTICLE VIII
OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. The officers of this Association shall be President, a Vice-President, a Secretary and a Treasurer, who shall at all times be members of the Board of Trustees, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers by the Board of Trustees shall take place at the first meeting of the Board following each annual meeting and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 3. Special Appointments. The Board of Trustees may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board of Trustees. Any officer may resign at any time by giving written notice to the Board of Trustees, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board of Trustees. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 6. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 3 of this Article.

Section 7. Compensation. No compensation shall be paid to the officers for their services as officers, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Trustees before such services are undertaken. However, an officer may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 8. President. The President shall be the chief executive of the Board of Trustees, and shall exercise general supervision over its property and affairs, shall sign on behalf of the Association all conveyances, mortgages and contracts of material importance to its business, and shall do and perform all acts and things which the Board of Trustees may require of him or her, and shall preside at all meetings of the Members and the Board. The President shall have all of the general powers and duties which are normally vested in the office of the President of a corporation including, but not limited to, the power to appoint committees from among Members (or otherwise) from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association,

Section 9. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Trustees shall appoint some other Member thereof to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be prescribed by the Board of Trustees.

Section 10. Secretary. The Secretary shall record the votes and keep the minutes of the meetings and proceedings of the Board and of the Members; have charge of the corporate books and papers as the Board of Trustees may direct; keep the corporate seal and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records listing the names and addresses of the Members; and shall perform such other duties as required by the Board.

Section 11. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies and other valuable effects of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare and annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

ARTICLE IX
BOOKS AND RECORDS

Section 1. Books and Accounts. The books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with reasonable standards and accounting procedures. A certified audit by a certified public accountant approved by the Owners shall be made if requested by at least seventy-five percent (75%) of the Owners.

Section 2. Inspection of Books. Financial reports, such as are required to be furnished and the Declarations, Articles of Incorporation and By-Laws of the Association shall be available at a place designated by the Secretary for inspection at reasonable times by any Unit Owner. Copies may be purchased at a reasonable cost.

ARTICLE X
CORPORATE SEAL

The Board of Trustees shall provide a corporate seal.

ARTICLE XI
AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the Board of Trustees by majority vote.

ARTICLE XII
ASSOCIATION RULES

The Board of Trustees shall have the power to adopt and establish, by resolution, such Project management and operational rules and regulations as it may deem necessary for the maintenance, operation management and control of the Association, and the Board of Trustees may from time to time, by resolution, alter, amend and repeal such rules and regulations. Members shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their tenants and the persons over whom they have or may exercise control supervision. Copies of all rules and regulations adopted by the Board of Trustees shall be presented at the annual meeting or mailed or delivered to all Members at least ten (10) days prior to the effective date thereof.

ARTICLE XIII
ADOPTION

On the 20th day of September, 1991, a meeting of the Board of Trustees of the Southshore Homeowners' Association was held at 1351 Moray Court in Park City, Utah. A quorum was present at this meeting, and after the giving of notice that such would be considered, adoption of new By-Laws was considered and approved by a majority of the Board of Trustees.

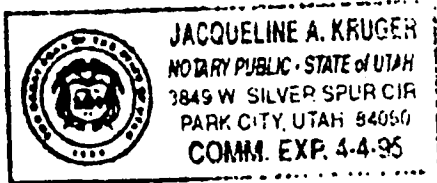
IN WITNESS WHEREOF, we, being all of the Trustees of the Southshore Homeowners' Association have hereunto set our hands this 20th day of September, 1991.

James A. Doilney
Diane M. Doilney
[Signature]

STATE OF UTAH)
COUNTY OF SUMMIT) ss.

BEFORE ME, a Notary Public in and for said county and state, on this 20th day of September, 1991, personally appeared ~~Michael S. Barnes~~, James A. Doilney and Diane M. Doilney, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that he or she has executed the same as his or her free and voluntary act and deed for the uses and purposes and in the capacity therein set forth.

SWORN TO AND SUBSCRIBED before me by the said ~~Michael S. Barnes~~, James A. Doilney and Diane M. Doilney, to certify which, witness my hand and official seal of office.



Jacqueline A. Kruger
Notary Public
Residing at: Park City, UT

STATE OF UTAH)
COUNTY OF SUMMIT) ss.

BEFORE ME, a Notary Public in and for said county and state, on this 20th day of September, 1991, personally appeared Michael S. Barnes known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he has executed the same as his free and voluntary act and deed for the uses and purposes and in the capacity therein set forth.

SWORN TO AND SUBSCRIBED before me by the said Michael S. Barnes to certify which witness my hand and official seal of office.

[Signature]
Notary Public
Residing at: Park City, UT

362755

COALITION TITLE

92 JUL 23 PM 1:44

ALAN ...
SUMMIT CO. ...

SECTION D9. 11 52

WHEN RECORDED RETURN TO:
Lounsadore Partners
4899 Silver Springs Drive
Park City, UT 84050

FIRST SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOUTHSHORE AT SILVER SPRINGS, SUBDIVISION PLAT A
SUMMIT COUNTY, UTAH

THIS FIRST SUPPLEMENTARY DECLARATION made this 17th day of July, 1992, by the Southshore at Silver Springs Homeowners Association, (hereinafter referred to as the "Association") and by Southshore Partners, a Utah Limited Partnership, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the Association represents the majority of the owners of the real property in the County of Summit, State of Utah, described as:

Lots 1 - 11 and 13 - 31, Southshore at Silver Springs Subdivision, Plat A, inclusive, as shown by the official plat thereof recorded in the office of the Recorder of Summit County, Utah; and

WHEREAS, the Declarant is owner of certain real property located in the County of Summit, State of Utah, described as:

Lots 12 and 45 - 80, Southshore at Silver Springs Subdivision, Plat C, inclusive, as shown by the official plat thereof recorded in the office of the Recorder of Summit County, Utah; and

WHEREAS, on September 23, 1991, a document entitled

Declaration of Covenants, Conditions and Restrictions for Southshore at Silver Springs Subdivision Plat A (hereinafter referred to as the "Declaration") was recorded as Entry No. 347495 in Book 625 at Page 729 in the Office of the Summit County Recorder; and

WHEREAS, ARTICLE II, Sections 2 and 3 of the Declaration provide for the annexation of additional real property by approval of the Association and the recording of a supplementary Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, ARTICLE II, Section 3 of the Declaration also provides that upon recording of the supplementary Declaration of Covenants, Conditions and Restrictions, the annexed real property shall be subject to the terms of the Declaration and any supplements or amendments thereto; and

WHEREAS, by a majority vote of the membership of the Association, it has been determined that it is desirable to amend the Declaration in order to annex additional real property to the Declaration as more specifically provided below;

NOW, THEREFORE, the undersigned Association, by and through its duly elected officers, does hereby amend the Declaration in the following manner, to wit:

1. In accordance with the requirements and authorization of ARTICLE II, Sections 2 and 3, that certain real property known as Southshore at Silver Springs Subdivision, Plat A, is hereby annexed to, and shall, effective with the recording of this amendment, hereafter become subject to the terms and conditions of the Declaration and all amendments and supplements thereto.

BOOK 674 PAGE 229

IN WITNESS WHEREOF, the undersigned have set their hands
as of the date first above written.

SOUTHSHORE AT SILVER SPRINGS HOMEOWNERS ASSOCIATION,
a Utah Corporation

By: [Signature]

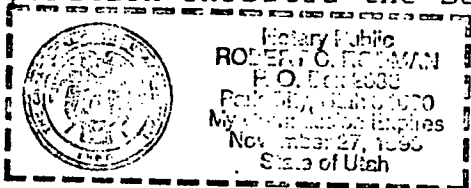
SOUTHSHORE PARTNERS,
a Utah Limited Partnership

By: [Signature]
James A. Doilney, General Partner

By: [Signature]
Michael S. Barnes, General Partner

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

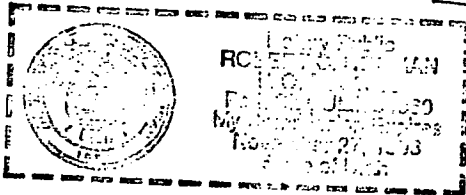
On the 17th day of July, 1992, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared James A. Doilney and Michael S. Barnes, Known to me to be the General Partners of Southshore Partners, the Partnership that executed the within instrument on behalf of the corporation therein names, and acknowledged to me that such corporation executed the same.



[Signature]
Notary Public
Residing at: Summit Co Ut
Comm. Exp. 11/27/93

STATE OF UTAH)
) SS.
SUMMIT COUNTY)

On this 17th day of July, 1992, personally appeared before me Michael S. Barnes, the signer of the foregoing instrument, who, being by me duly sworn, did say that he is the President of the Southshore Silver Springs Homeowners Association, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and acknowledged to me that said corporation executed the same.



Robert C. Doe
Notary Public
Residing at Summit Co UT
My Commission Expires: 11/27/93