

*** AMENDMENTS ***
TO 11-2-89

RED NOTE AB 327049

WHEN RECORDED RETURN TO:

COALITION TITLE

Silver Springs Associates
P.O. Box 1980
Park City, Utah 84060

90 JUL 20 AM 10:50

ALAN SPRIGGS
SUMMIT COUNTY RECORDER

REC'D BY BH IT

FIRST SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR NORTHSORE SILVER SPRINGS 1-G SUBDIVISION PLAT A
SUMMIT COUNTY, UTAH

THIS FIRST SUPPLEMENTARY DECLARATION made this 10th day of July, 1990 by the Northshore Silver Springs 1-G Homeowners Association, (hereinafter referred to as the "Association") and by Silver Springs Associates, a California 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 through 30 Northshore Silver Springs Subdivision 1-G 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 31 through 90 Northshore Silver Springs Subdivision 1-G Plat B, inclusive, as shown by the official plat thereof recorded in the office of the Recorder of Summit County, Utah; and

WHEREAS, on November 2, 1989, a document entitled

Declaration of Covenants, Conditions and Restrictions for Northshore Silver Springs 1-G Subdivision Plat A (hereinafter referred to as the "Declaration") was recorded as Entry No. 315256 in Book 541 at Page 200 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, ARTICLE XI, Section 4 of the Declaration does allow for amendments to the Declaration as determined by a majority of the owners of the Association created pursuant to the terms of the Declaration; and

WHEREAS, by a majority vote of the membership of the Association, it has been determined that it is desireable to amend the Declaration in order to annex additional real property and to make various changes in certain provisions of 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 Northshore Silver Springs 1-G Subdivision, Plat B, is hereby annexed to, and shall, effective with the recording of this document, hereafter become subject to the terms and conditions of the Declaration and all amendments and supplements thereto.

2. ARTICLE IV, Section 1 (c) is hereby amended to read as follows:

"(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..."

(The balance of subsection 1(c) shall remain as set forth in the original declaration).

3. ARTICLE VII, Section 9 is hereby amended to read as follows:

"The exterior construction of all structures shall be completed within one (1) year following commencement of construction. The front yard of each lot..."

(The balance of Section 9 shall remain as set forth in the original declaration).

4. ARTICLE IX, Section 4 is hereby amended to read as follows:

"Section 4. In addition to the rear and side yard restrictions referenced in Section 3 of this Article, any fences built on the lots named below are subject to the following restrictions. No fences may be built closer than ten feet to the rear or side lot line containing the drainage easement as shown on the recorded Plat. Any fences built at more than ten feet, but less than eighteen 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. The lots affected by the requirements of this Section are the following: Lots 13, 14, 20, 21, 24, and 57-70 inclusive."

5. ARTICLE X, USE RESTRICTIONS (Preamble) is hereby amended to read as follows:

" The general objectives and intent of these covenants, restrictions and conditions is to create and maintain a large residential district characterized by the following; spacious estate; large 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."

6. ARTICLE X, Section 4, is hereby amended as follows:

" Section 4. Building Location. No single family dwelling or associated building shall be located on any lot nearer than twenty five (25) feet to the road right-of-way line or nearer than twelve (12) feet to the rear lot line, nor nearer than twelve (12) feet to any side lot line except by approval of the Architectural Committee. 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 set-back 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."

7. ARTICLE X, Section 5, is hereby amended as follows:

" 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."

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8. ARTICLE X, Section 10, is hereby amended as follows:

" Section 10. Pets. No animals, other than house pets shall be kept or maintained. These animals shall be contained or other wise 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."

9. ARTICLE X, Section 14, is hereby amended as follows:

" 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 Northshore Silver Springs 1-G Subdivisions Plats A and B, and other open space depicted as "Wetlands" on the Northshore Silver Springs 1-G Subdivision Plat B, 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."

10. ARTICLE X, Section 28, is hereby amended as follows:

" Section 28. 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."

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

Northshore Silver Springs 1-G Homeowners Association,
a Utah Corporation

by: 

SILVER SPRINGS ASSOCIATES

By 

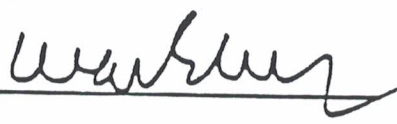
Richard Widdows,

General Partner

By 

Michael S. Barnes,

General Partner

By 

Warren E. Spieker, Jr.,

General Partner,

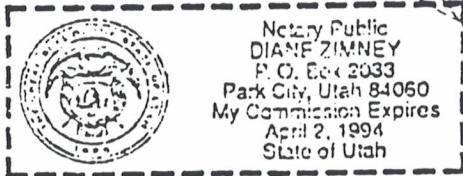
Spieker Silver Springs Partners

STATE OF UTAH)

) ss.

COUNTY OF SUMMIT)

On the 17th day of July, 1990, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Richard Widdows and Michael S. Barnes, Known to me to be the General Partners of Silver Springs Associates, the Partnership that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.



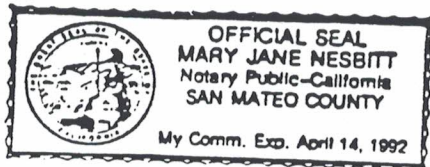
Diane Zimney
Notary Public

Residing at: Ball City UT

STATE OF CALIFORNIA)
) SS.

COUNTY OF San Mateo

On the 13th day of July, 1989⁹⁰, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Warren E. Spieker, Jr., known to me to be a General Partner of Spieker Silver Springs Partners that executed the within instruments on behalf of the corporation therein named, and acknowledged to me that such corporation executed that same.



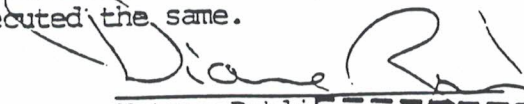
Mary Jane Nesbitt
Notary Public

Residing at: Los Gatos, CA

STATE OF UTAH
SUMMIT COUNTY ss

On this 17th day of July, 1990, personally appeared before me Richard Widdows, the signer of the foregoing instrument, who, being by me duly sworn, did say that he is the President of the Northshore Silver Springs 1-G 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.

My commission expires: 4/2/94


Notary Public
Residing at:



Park City, Utah
Notary Public
DIANE ZIMNEY
P. O. Box 2033
Park City, Utah 84060
My Commission Expires
April 2, 1994
State of Utah