

Tax ID #'s: SS-30-A, SS-30-A-3, SS-30-A-4,
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SCVC-3, SCVC-4, SCVC-5, SCVC-6
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SCVC-11, SCVC-12, SCVC-13, SCVC-14
SCVC-15, SCVC-16, SCVC-17, SCVC-18

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Page 1 of 4

Rhonda Francis Summit County Recorder

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By MILLER HARRISON LLC

Electronically Recorded

**SUPPLEMENT TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR SILVER CREEK VILLAGE**

(MAINTENANCE OBLIGATIONS IN DISTRICT / BENEFITED USE AREAS)

This SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS (this "Supplement") is made by VILLAGE DEVELOPMENT GROUP, INC. (the "Declarant") on the date of recording in the Summit County Recorder's Office.

RECITALS

A. Declarant, or Declarant's predecessor, caused that certain *Master Declaration of Covenants, Conditions, Restrictions, and Easements* to be recorded in the Official Records of Summit County, Utah on April 20, 2017, as Entry No. 01067652, amended by that certain *First Amendment to Master Declaration of Covenants, Conditions, Restrictions, and Easements*, recorded in the Official Records of Summit County, Utah on September 18, 2018, as Entry No. 01098454, further amended by that certain *Second Amendment to Master Declaration of Covenants, Conditions, Restrictions, and Easements*, recorded in the Official Records of Summit County, Utah on November 7, 2018, as Entry No. 01101270, further amended by that certain *Third Amendment to Master Declaration of Covenants, Conditions, Restrictions, and Easements*, recorded in the Official Records of Summit County, Utah on December 27, 2019, as Entry No. 01124428, further amended by that certain *Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions, and Easements*, recorded in the Official Records of Summit County, Utah on February 20, 2020, as Entry No. 01127523, further amended by that certain *Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions, and Easements*, recorded in the Official Records of Summit County, Utah on September 24, 2021, as Entry No. 01173953, further amended by that certain *Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions, and Easements*, recorded in the Official Records of Summit County, Utah (as amended, the "Declaration"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Declaration.

B. Pursuant to Article XIV, Section 14.2 of the Declaration, Declarant desires to supplement the Declaration and all previous amendments to clearly define the maintenance responsibilities of each Lot Owner—meaning owners of Attached Residences (townhomes only) and single-family Residences in the Districts or Benefited Use Areas.

C. This Supplement, once recorded in the Office of the Summit County Utah Recorder, shall apply to all real property described in Exhibit A attached hereto, and shall serve as a disclosure to all current and future Owners.

NOW THEREFORE, the Declaration is hereby supplemented as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into this Supplement by this reference.
2. **Maintenance by Lot Owner.** Each Lot Owner shall maintain such Owner's Lot, and all permitted Improvements thereon, in good repair and in a clean and tidy manner, and in accordance with the Covenants and the Design Guidelines so as to not detract from the overall appearance of the Project. Each Owner shall maintain such Owner's Lot and Residence at the Owner's expense without any setoff right. The Board of Directors may adopt reasonable Rules and Regulations governing the appearance and use of driveways, decks, patios, and balconies within the Project, where applicable. Without limiting the generality of the foregoing, each Owner has the following obligations:
 2. **Exterior Maintenance of Residence.** Each Lot Owner shall be responsible to maintain the exterior of such Owner's Residence. Without limitation, each Owner shall be responsible to maintain the roof, foundation, beams, exterior surfaces and siding, doors, windows, driveways, concrete, patios, balconies, garage doors, and other components of the Residence. Each Owner shall also be responsible for the maintenance of the interior of each Residence and to keep the same in good repair.
3. **Attached Residences and Party Walls.** Attached Residences may share one or more common wall ("Party Wall") with an adjacent Residence. The Owner of each Residence containing a Party Wall has a joint duty, with the Owner of the adjoining Residence, to maintain the Party Wall. The obligations and rights of the Owners with respect to Party Walls are further described in Article V, Section 5.2.18 of the Declaration, and any amendments thereto. However, no Owner of an Attached Residence shall do any act or perform any work that will, or may, impair any component (including, without limitation, the roof, foundation, exterior surfaces and siding) of the adjacent Residence. Each Owner of an Attached Residence has a duty to each Owner of each adjoining Attached Residence to keep the exterior components of such Owner's Attached Residence well maintained, in good repair and free from any condition that could adversely affect or impact the adjoining Attached Residence. This Section 3 of this Supplement may be enforced by the Association, or by an affected Owner, as provided in the Declaration. This Section will not be deemed to invalidate or restrict any common law rights or remedies available to Owners of attached Residences with respect to adjoining Attached Residences.
4. **Association Option to Maintain Attached Residences.** In addition to other remedies available to the Association, if any Owner of an Attached Residence fails to maintain such Attached Residence as provided herein after written notice, at least fifteen (15) days to cure, and the opportunity for a hearing before the Board, then the Association shall have the right, but not the obligation, to immediately, or at any time, perform such maintenance or repair work with no further notice to the affected Owner. The Association shall have perpetual easement to enter each Lot to perform such maintenance. The Association shall have no liability to such Owner for any damages, expenses, or losses incurred by such Owner as a result of the Association performing such maintenance. If

the Association incurs any costs or expenses of any sort in connection with such maintenance (including, without limitation, reasonable attorney fees), the amount of such costs or expenses shall be deemed a special assessment to the affected Owner, immediately due and payable. Such special assessments shall be subject to the Association's lien which may be enforced as provided in the Declaration.

5. **Utilities.** Each Owner shall be responsible for the maintenance, repair, and replacement of all utility lines serving such Owner's Residence, provided that no Owner shall do any work or perform any act that will, or may, impair the ability of any utility lines or fixtures to serve other Residences within the Project. The Owner of each Lot shall pay for all utility services provided to such Lot, except utility services which are not separately billed or metered. Any such common utilities shall be paid by the Association and an appropriate share shall be charged to each Lot as part of the annual assessment.

6. **Maintenance by Association.** The Association shall maintain the Common Areas. The Association shall keep Common Areas and other areas for which it is responsible clean, appropriately landscaped, functional, attractive, and generally in good condition and repair consistent with any applicable requirements of the City. In the event that maintenance or repair to Common Areas is caused by the willful or negligent acts of any Owner or group of Owners, or by their guests or invitees, the cost of such maintenance may be assessed solely to the responsible Owner or Owners as a special assessment.

IN WITNESS WHEREOF, Declarant has caused this Supplement to be duly executed on the date set forth below.

DECLARANT
VILLAGE DEVELOPMENT GROUP INC.

By: Matthew Lowe
Name: Matthew Lowe
Title: President

STATE OF UTAH)
COUNTY OF Weber)ss.

The foregoing Supplement was acknowledged before me this 11th day of March, 2022 by Matthew Lowe, President of Village Development Group Inc.

Lisa Woolsey
NOTARY PUBLIC

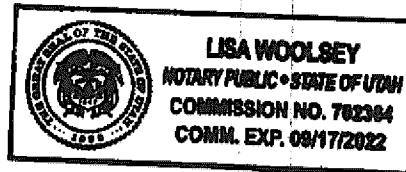


EXHIBIT "A"

Initial Covered Property

All of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 17, 18 of Silver Creek Village Center Subdivision Plat, recorded on April 4, 2017 as Entry No. 1066785, in the official records of the Summit County Recorder's Office.

CW Larsen District

All of Lots 13, 15, 16 of Silver Creek Village Center Subdivision Plat, recorded on April 4, 2017 as Entry No. 1066785, in the official records of the Summit County Recorder's Office.