

## **AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This January 6<sup>th</sup>, 2026 Amendment to the Amended and Restated Covenants, Conditions and Restrictions for Silver Lake Master Home Owners Association (the “Amendment”) is made this 6<sup>th</sup> day of January, 2026 by the Declarant.

### RECITALS

A. The Association is governed by the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded, on or about March 18, 2013 (Entry Number 26772:2013), in the Office of the Utah County Recorder, State of Utah, (the “Declaration”);

B. This Amendment is subject to the Definitions of the Declaration at Article I, unless otherwise defined herein.

C. This Amendment is intended to clarify the maintenance obligations of the Owners and the Association.

D. Pursuant to the Declaration at Section 7.02(d), the necessary approvals to amend the Declaration were duly conducted and received to adopt and record this amendment.

**NOW THEREFORE**, the Association hereby amends the Declaration as follows by replacing Article X with the following language:

### **ARTICLE X. MAINTENANCE**

#### **Section 10.01 Owners**

(a) Owner’s Responsibility. Notwithstanding anything to the contrary herein, all maintenance obligations of the Owners shall be as set forth in the Table of Maintenance Responsibilities at Silverlake Community, attached to this Amendment as Exhibit A.

(b) Maintenance by Association. The Board of Trustees, after notice and opportunity for hearing, or in the case of an emergency immediately, may assume the maintenance responsibility over a Lot, if, in the opinion of the Board of Trustees, the Owner is unwilling or unable to adequately provide such maintenance. Should the Board exercise its right under this provision, it shall not be liable for trespass or nuisance and shall have the right to levy an Individual Assessment to recover its maintenance costs.

#### **Section 10.02 Association**

Notwithstanding anything to the contrary herein, all maintenance obligations of the Association shall be as set forth in the Table of Maintenance Responsibilities at Silverlake Community, attached to this Amendment as Exhibit A.

IN WITNESS WHEREOF, THE ASSOCIATION has executed this Amendment to the Declaration as of the 6<sup>th</sup> day of January 2026, in accordance with the Declaration.

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Declarant, Silver Lake Land, LLC.

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Signature

Peter Evans

Printed Name

Authorized Signer

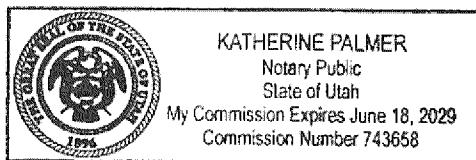
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STATE OF UTAH )

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COUNTY OF UTAH )

On this 6<sup>th</sup> day of January 2026, personally appeared before me Peter Evans who is known to me or who presented satisfactory identification, and has, while in my presence and while under oath or affirmation, voluntarily signed this document.



Katherine Palmer  
Notary Public

**EXHIBIT A**

**Table of Maintenance Responsibilities at Silverlake Community  
("Maintenance Chart")**

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("Maintenance Chart")**

<b>Party Responsible</b>	<b>Maintenance Item</b>	<b>Notes</b>
Owner	All interior and exterior doors, including thresholds, door jambs, hinges, doorbells, chimes, handles, and locks.	See sections 1.12, 1.13 and 10.01(a)
Owner	All paneling, tile, wallpaper, paint, carpet, finished interior flooring, fireplaces, and any other materials constituting the finished interior surfaces of floors, ceilings, or walls.	See sections 1.12, 1.13 and 10.01(a)
Owner	All drywall, wallboard, or similarly functioning materials within the Living Unit.	See sections 1.12, 1.13 and 10.01(a)
Owner	All framing, insulation, and other materials associated with the Living Unit's interior nonbearing walls.	See sections 1.12, 1.13 and 10.01(a)
Owner	All windows, windowsills (including the regular cleaning and clearing of clogged weep holes), window screens, window frames, and skylights, including the interior and exterior cleaning of such windows and any door glass.	See sections 1.12, 1.13 and 10.01(a)
Owner	The paint and any other decorative finish inside the opening to any skylight.	See sections 1.12, 1.13 and 10.01(a)
Owner	All sewer and drainage pipes, water, power, and other utility lines, and any wiring related to the provision of television, telephone, or internet services, to the extent that they are located within an Owner's Living Unit and to the extent that they extend outside the boundaries of the Lot but serve only the Owner's Lot or Living Unit.	See sections 1.12, 1.13, 1.14 and 10.01(a)
Owner	Any of the following wherever they might be located (inside or outside of the Living Unit) which serve an Owner's Lot exclusively: lighting fixtures (including lighting particular to a porch, patio, driveway, sidewalks connecting driveways and front steps, entryways, steps, porches, patios, decks, rear yards, walls and fencing encircling rear yards, or fenced-in area, fans, plumbing fixtures including plumbing pipes and lines, stoves, refrigerators, hot water heaters, air conditioning units (including compressors, wiring to such units, condensers, ducting, and forced air units), intercoms,	See sections 1.12, 1.13, 1.14 and 10.01(a)

	security systems, and such other appliances, fixtures, and decorations, but not including exterior lighting attached to a Living Unit for the purpose of lighting any Common Area outside of those aforementioned areas).	
Owner	All plywood decking and similar materials on interior floors.	See sections 1.12, 1.13, 1.14 and 10.01(a)
Owner	Concrete pads for the Living Unit's garage and within Living Unit.	See sections 1.12, 1.13, 1.14 and 10.01(a)
Owner	Garage doors and related garage door openers for the Living Unit.	See sections 1.12, 1.13, 1.14 and 10.01(a)
Owner	The patio and porch areas and any deck areas appurtenant to the Living Unit.	See sections 1.12, 1.13, 1.14 and 10.01(a)
Owner	All other parts of the Living Unit, Improvements on the Lot, and fixtures and equipment located within the boundaries of the Lot, unless expressly designated in this Declaration to be maintained by the Association.	See sections 1.08 and 10.02
Owner	A/C Pad & Unit	
Owner	Address Number	
Owner	Attic	
Owner	Cable/Satellite TV	
Owner	Ceiling	
Owner	Circuit Breakers for Unit	
Owner	Door and Door Frames - Exterior	Subject to Board approval upon replacement
Owner	Door and Door Frames – Interior	
Owner	Door Hardware/doorbell	
Owner	Drains- Living Unit & Limited Common patio/porch	
Owner	Dryer Vent Cleaning	
Owner	Electrical Wiring/Panel	
Owner	Fireplace Flue & Vent Pipes – Cleaning & Repair	
Owner	Floor Coverings	
Owner	Foundation – Structural	

Owner	Foundation – Cracks Cosmetic	
Owner	Front Landing/Porch	
Owner	Furnace	
Owner	Garage Door Openers, Springs, Hinges Parts	
Owner	Garage Doors – Paint, repair & replacement	
Owner	Gas Pipes (from meter to inside Living Unit)	
Owner	Hose Bib/Faucet/Spigot	
Owner	Hot Water Heater	
Association	For Townhome Units, Insurance Coverage -- Property (attached buildings)	
Owner	For detached Units, Insurance Coverage	
Owner	Insurance Coverage - HO6 Policy	
Owner	Insurance Deductible – Property (attached buildings)	
Owner	Insurance Deductible – Property (detached Living Units)	
Owner	Lights - eaves, porch & garage fixtures & bulbs	Fixture replacement subject to Board Approval
Association	Multi-unit Mailbox & Stand/Structure	Or USPS as applicable
Owner	Mailboxes for individual Living Units	Or USPS as applicable
Association	Paint – exterior wall surfaces and trim finishes	
Owner	Paint - exterior doors, garage doors, windows	
Owner	Paint - Interior	
Owner	Patio Slab	
Owner	Phone Lines	
Association	Playgrounds and Open Space	
Owner	Plumbing Valves Pressure Regulator	
Owner	Plumbing Main Line	
Owner	Plumbing Leaks from sprinklers, rain, or other sources.	
Owner	Plumbing – clogging/stoppage	
Owner	Plumbing maintenance	
Association	Rain Gutters, maintenance, repair, and replacement	

	Screen doors	
Owner	Sewer pipes & utilities – serving a single Living Unit	
Association	Sewer pipes & utilities – serving more than one Living Unit.	
Association	Storm drains	
Association	Street lights	Unless municipal responsibility.
Owner	Termites, pests, rodents, insects, etc.	
Owner	Trash	
Owner	Utility Doors	
Owner	Vent Cover – exterior	
Owner	Wall – bearing interior wall	
Owner	Wall- partition interior wall	
Owner	Water – culinary	
Owner	Weather Stripping	
Owner	Windows – glass, screens, frames, boxes	
Association	Shutters, skylights, exterior window trim	
Owner	Sliding Glass Doors	
Association	Snow Removal – private roads & Common sidewalks	
Owner	Any modifications or repairs to the Living Unit as necessary to mitigate any radon gas or other naturally occurring environmental contaminant.	See sections 1.08 and 10.02
Owner	Driveways, curbs, gutters, and sidewalks located within the Common Area appurtenant to the Lot and such areas adjacent to the Lot and extending to the Street, either private or public.	See sections 1.08 and 10.02
Association	For Townhome Units, shared driveways.	
Owner	All landscaping, trees, and other plants and the sprinkler system in the Limited Common Area appurtenant to the Lot, if any.	
Owner	All interior areas of the Living Unit, except as otherwise specifically assigned in this Declaration to the Association for maintenance, repair, and replacement. These interior areas and components of the Living Unit for which the Owner is responsible to maintain, repair,	See sections 1.08 and 10.02

	and replace include all framing, insulation, and non-structural components of the Living Unit.	
Association	Fences surrounding any Limited Common Area associated with the Owner's Lot, if any. Fences shall be maintained as required by the Association in the Rules. For any fences along the boundary of the fenced-in Limited Common Areas for two or more Lot, the Owners of the Lot sharing the fence shall equally share the cost of maintaining, repairing, and replacing the fence in the same manner as the costs are shared for a party wall, as set forth in this Declaration.	See sections 1.08 and 10.02
Owner	Good repair, cleanliness and sanitation of interior of Living Unit, porches, patios, decks, fenced-in areas, exterior of Living Unit.	See sections 1.08 and 10.02
Owner	Keep interior and exterior free of pests, rodents, clutter (as determined through Association rules).	
Owner	For Detached units, the outside exterior surfaces of the Living Unit structures and all components that are a part of the outside surface of all exterior walls and outside surfaces of the Living Units, including the Unit's roof and all related materials and equipment, including maintenance, repair, and replacement.	
Owner	Except as otherwise provided in this Declaration (including this Maintenance Chart), all structural components and load bearing walls of the Living Units and buildings.	
Association	For Townhome Units, the framing, structural components, and insulation in any party walls common to two (2) Townhome Units.	
Association	For Townhome Units, all utility lines and plumbing lines to the extent that they serve more than one (1) Lot or Townhome Unit.	See sections 1.08 and 10.02
Association	For Townhome Units, unless otherwise provided in the Declaration (including this Maintenance Chart), the outside exterior surfaces of the Living Unit structures and all components that are a part of the outside surface of all exterior walls and outside surfaces of the Townhome Living Units, including the Townhome Living Unit's roof and all related materials and equipment, except as otherwise specifically assigned in this Declaration to the Owners for maintenance, repair, and replacement.	

Association	Except for the obligations assigned to the Owners in Section 10.01, the private Streets and roadways, sidewalks, trails, and parking areas in the Common Area of the Project, including snow removal therefrom.	See sections 10.02
Association	Sprinkler lines and related equipment in the Common Area, except for any such lines and equipment located within a fenced-in Limited Common Area, if any.	See sections 1.12 and 10.02
Association	Except for the obligations assigned to the Owners in Section 10.01, landscaping, trees, and plants in the Common Area.	See section 10.02
Association	Any retaining walls located in the Common Area.	See section 10.02
Association	Fences along the perimeter boundary of the Project, unless the fence is part of a Lot that does not abut Common Area.	
Association	Swimming pools and any other related or similar recreational facilities located in the Common Areas.	
Association	Clubhouses and any other related facilities.	
Association	All other Common Area open space and equipment, except for those Limited Common Areas, if any, and components otherwise assigned to the Owners.	See section 9.2(m)
Association	Common utility lines shared by at least two or more Lots or Living Units, unless, it is established that the damage or disrepair was the result of an intentional or negligent act of only one Owner or a Person for whom the Owner is responsible, in which case such Owner shall be entirely responsible for the costs of the repairs and any other amounts incurred by the Association to repair the damaged area and utility lines.	

General Note: Unless the Maintenance Item description in this Maintenance Chart provides that it is only for a Townhome Unit or only for a detached unit, the Maintenance Item obligations described in this Maintenance Chart apply to both types of unit.

**EXHIBIT B**  
**LEGAL DESCRIPTION**

LOTS 43 THROUGH 73 SILVER LAKE SUBDIVISION PLAT ONE B  
Parcel Nos: 66:066:0043 through 66:066:0075

LOTS 1 THROUGH 42 AND 74 THROUGH 130 SILVER LAKE SUBDIVISION PLAT ONE C  
Parcel Nos: 66:077:0001 through 66:077:0042, 66:077:0074 through 66:077:0098, 66:077:0112  
through 66:077:0115, 66:077:0128 through 66:077:133

LOTS 131 THROUGH 193 AND 202 THROUGH 207 SILVER LAKE SUBDIVISION PLAT  
TWO A  
Parcel Nos: 66:084:0131 through 66:084:0193, 66:084:0202 through 66:084:0207

LOTS 194 THROUGH 20 I AND 208 THROUGH 228 SILVER LAKE SUBDIVISION PLAT  
TWO B  
Parcels Nos: 66:076:0194 through 66:076:0201, 66:076:0208 through 66:076:0232

LOTS 247 THROUGH 296, 1012, IO13 SILVER LAKE VILLAGE PLAT THREE  
Parcel Nos: 66:071:0247 through 66:071:0299

LOTS 229 THROUGH 246,297 THROUGH 335, 1001, 1002 SILVER LAKE VILLAGE PLAT  
FOUR-B  
Parcel Nos: 66:145:0001 through 66:145:0004, 66:145:0229 through 66:145:0246, 66:145:0297  
through 66:145:0335

LOTS 601 THROUGH 641, A SILVERLAKE SUBDIVISION PLAT 6  
Parcel Nos: 66:194:0601 through 66:194:0643

LOTS 1 THROUGH 86 SILVERLAKE SUBDIVISION PLAT 7  
Parcel Nos: 66:217:0001 through 66:217:0088

LOTS 1 THROUGH 94 SILVER LAKE VILLAGE PUD  
Parcel Nos: 66:152:0001 through 66:152:0096

LOTS 801 THROUGH 877, SILVERLAKE PLAT 8  
Parcel Nos: 66:401:0801 through 66:401:0881

LOTS 901 THROUGH 956, SILVER LAKE PLAT 9  
Parcel Nos: 66:439:0901 through 66:439:0956

LOTS 1001 THROUGH 956, SILVER LAKE PLAT 10  
Parcel Nos: 66:461:0001 through 66:4:0077

LOTS 1101 THROUGH 1153, SILVERLAKE PLAT 11  
Parcel Nos: 66:491:0001 through 66:491:0053

LOTS 1201 THROUGH 1230, SILVERLAKE PLAT 12  
Parcel Nos: 66:525:0001 through 66:525:0038

LOTS 1301 THROUGH 1370, SILVERLAKE PLAT 13  
Parcel Nos: 66:547:0001 through 66:547:0070

LOTS 1401 THROUGH 1475, SILVERLAKE PLAT 14  
Parcel Nos: 66:499:0001 through 66:499:0075

LOTS 1501 THROUGH 1584, SILVERLAKE PLAT 15  
Parcel Nos: 66:564:0001 through 66:564:0084

LOTS 1601 THROUGH 1635, SILVERLAKE PLAT 16  
Parcel Nos: 66:600:0001 through 66:600:0035

LOTS 1701 THROUGH 1752, SILVERLAKE PLAT 17  
Parcel Nos: 66:629:0001 through 66:629:0052

LOTS 1801 THROUGH 1855, SILVERLAKE PLAT 18  
Parcel Nos: 66:672:0001 through 66:672:0055

LOTS 1901 THROUGH 1952, SILVERLAKE PLAT 19  
Parcel Nos: 66:633:0001 through 66:633:0052 and 66:633:0055

LOTS 2001 THROUGH 2093, SILVERLAKE PLAT 20  
Parcel Nos: 66:673:0001 through 66:673:0093

LOTS 2101 THROUGH 2165, SILVERLAKE PLAT 21  
Parcel Nos: 66:746:0001 through 66:746:0065

LOTS 2201 THROUGH 2243, SILVERLAKE PLAT 22  
Parcel Nos: 66:762:0001 through 66:762:0043

LOTS 2301 THROUGH 2329, SILVERLAKE PLAT 23  
Parcel Nos: 66:753:0301 through 66:753:0329

LOTS 2401 THROUGH 2477, SILVERLAKE PLAT 24  
Parcel Nos: 66:771:0401 through 66:771:0477

LOTS 2501 THROUGH 2546, SILVERLAKE PLAT 25  
Parcel Nos: 66:772:0501 through 66:772:0546

LOTS 2601 THROUGH 2664, SILVERLAKE PLAT 26  
Parcel Nos: 66:770:0601 through 66:770:0664

LOTS 2701 THROUGH 2716, SILVERLAKE PLAT 27  
Parcel Nos: 66:738:0001 through 66:738:0016

LOTS 2801 THROUGH 2878, SILVERLAKE PLAT 28  
Parcel Nos: 66:811:2801 through 66:811:2878

LOTS 2901 THROUGH 2985, SILVERLAKE PLAT 29  
Parcel Nos: 66:828:2901 through 66:828:2985

LOTS 3001 THROUGH 3065, SILVERLAKE PLAT 30  
Parcel Nos: 66:860:3001 through 66:860:3065

LOTS 3101 THROUGH 3130, SILVERLAKE PLAT 31  
Parcel Nos: 66:952:3101 through 66:952:3130

LOTS 3201 THROUGH 3295, SILVERLAKE PLAT 32  
Parcel Nos: 66:912:3201 through 66:912:3295

LOTS 3301 THROUGH 3351, SILVERLAKE PLAT 33  
Parcel Nos: 66:953:3301 through 66:953:3351

LOTS 3401 THROUGH 3477, SILVERLAKE PLAT 34  
Parcel Nos: 66:957:3401 through 66:957:3477

All other lots annexed into any of the plats identified above or that may be annexed into the association.