



\*W2685345\*

119  
E# 2685345 PG 1 OF 5  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
06-MAY-14 151 PM FEE \$49.00 DEP TOT  
REC FOR: VIAL FOTHERINGHAM

WHEN RECORDED, RETURN TO:  
VIAL FOTHERINGHAM LLP  
602 EAST 300 SOUTH  
SALT LAKE CITY, UTAH 84102

**AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS**

**FOR**

**THE SUMMIT AT SKI LAKE  
GATED COMMUNITY**

This Amendment to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Summit at Ski Lake Gated Community is made by The Summit at Ski Lake Gated Community Association, Inc. a Utah nonprofit corporation (the "Association") and shall become effective when recorded with the Weber County Recorder.

**Recitals**

- A. Certain real property in Weber County known as The Summit at Ski Lake Gated Community ("Project") was subjected to certain covenants, conditions, restrictions, and easements as contained in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Summit at Ski Lake Gated Community, a Planned Unit Development, recorded with the Weber County Recorder on April 14, 2000 as Entry No. 1700393, in the office of the Recorder of Weber County, Utah ("Declaration").
- B. This Amendment shall be binding against the Lots listed on "Exhibit A", all of which are subject to the Declaration;
- C. The Association, consistent with the terms of the Declaration, hereby adopts this Amendment to further the Association's efforts to safely, efficiently, and effectively govern the Project; to preserve and enhance the desirability of living in the Project; and to increase and protect the aesthetics, high-quality, and value of the Project.
- D. In addition to the Declaration, the Association and Project are governed by and subject to the Utah Community Association Act located at U.C.A. §57-8a ("Act").

149



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- B. This Amendment shall be binding against the Lots listed on "Exhibit A", all of which are subject to the Declaration;
- C. The Association, consistent with the terms of the Declaration, hereby adopts this Amendment to further the Association's efforts to safely, efficiently, and effectively govern the Project; to preserve and enhance the desirability of living in the Project; and to increase and protect the aesthetics, high-quality, and value of the Project.
- D. In addition to the Declaration, the Association and Project are governed by and subject to the Utah Community Association Act located at U.C.A. §57-8a ("Act").

- E. Pursuant to the Act, the Declaration may be modified or amended with the approval of at least 67% of the voting interests of the Association.
- F. At least 67% of the Association's voting interests have approved the following amendments to the Declaration.
- G. Therefore, for the reasons cited above, the Association, by and through its Board of Trustees, hereby amends the Declaration as follows:

**Amendment**

Article XXIII of the Declaration is hereby amended to read as follows:

**ARTICLE XXIII**

***Approval by Architectural Control Committee***

Guidelines of the Architectural Control Committee shall be furnished to each buyer and must be used as the basis of developing their Lot. Upon purchase of a Lot, the buyer must sign a copy of the Architectural Control Guidelines indicating their agreement to follow said guidelines. The buyer of each Lot is bound by the Architectural Control Committee Guidelines, directions, and decisions.

The following is a summary of significant parts of the architectural guidelines. However, the developer of each Lot hereby agrees that they will follow all the guideless in the complete Architectural Control Guidelines packet. The steps for submitting plans as described in the Architectural Control Guidelines must be followed. The salient points are as follows:

- (1) An overall view of the proposed improvement or improvements must be discussed with the Architectural Control Committee before submitting any preliminary plans. A fee as provided in the Architectural Control Guidelines may, as determined by the Architectural Control Committee, be payable to the Association with the submission of the preliminary plans to help defray costs incurred by the Architectural Control Committee for its work during the review process.
- (2) The preliminary plans must include the following:
  - a) a site plan with 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 the other improvements on said Lot.
  - b) Floor plans of each floor level.
  - c) The basic structural system of the improvement or improvements and the materials to be used in the construction thereof.
  - d) All building elevations.

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  - c) The basic structural system of the improvement or improvements and the materials to be used in the construction thereof.
  - d) All building elevations.

- e) A grading plan for all improvements.
- f) Site Plan.
- g) Preliminary landscaping design.
- h) Proposed time schedule for construction and completion.
- i) A survey acceptable to the Architectural Control Committee indicating the location of Lot corners and the proposed building position on the Lot.

The final approvals will be given as described in the process detailed in the Architectural Guidelines.

The Architectural Control Committee will not give its consent to the proposed improvement unless, in the opinion of the Architectural Control Committee, the improvement is properly designed and the design, contour, materials, shapes, colors, and general character of the improvement is in harmony with existing structures on the Lot and on neighboring Lots, and in harmony with the surrounding landscape. The improvements shall be designed and located upon the Lot so as to minimize the disruption to the natural land forms and vegetation cover and view corridors of other Owners.

The Architectural Control Committee shall have the right to disapprove any application in the event said application and the plans 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 the neighboring improvements and the general surroundings, or in the judgment of the Architectural Control Committee, would decrease the real estate value of the community, or if the design and the plans for construction do not include sufficient safeguards for preservation of the environment or for any other reason the Architectural Control Committee may deem in the best interests of the subdivision. The decision of the Architectural Control Committee shall be final, binding, and conclusive on all parties affected.

A deposit of \$5,000 shall be payable to the Association with the submission of the preliminary plans for any new construction or addition to an existing home. The deposit may be used by the Association, as determined by the Architectural Control Committee, only as necessary to: (1) repair damage to the roads and other Common Areas; (2) repair damage to any adjacent or adjoining Lot(s), or (3) to cure violations of any rule or regulation promulgated by the Association's Board of Trustees or Architectural Control Committee (collectively, the "Damage"). The unused portion of the deposit, if any, will be returned to the Owner upon full completion of the construction project and after final inspection by the Architectural Control Committee. No interest will be paid on the deposit during the term it is held. The deposit shall not be the limit of liability for any Damage. If the costs to repair the Damage exceed the deposit, the Association may collect the excess costs, which shall become an assessment against the Owner and the Lot. The Association may exercise any assessment collection remedies available to it by law, whether provided for in this Declaration or the Act, in collecting the excess costs, including but not limited to, the filing of a lien and foreclosure of the lien.

No review of the preliminary plans will be started by the Architectural Control Committee and no construction work shall commence until the \$5,000 deposit is received by the Association. If construction work commences prior to obtaining approval from the Architectural Control Committee and/or the Association's receipt of the \$5,000 deposit, then the Owner shall be subject to fines established by

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resolution of the Board of Trustees or Architectural Control Committee, and a stop order from the Association which is enforceable by injunction. In addition, the Owner shall, in the discretion of the Architectural Control Committee or the Board of Trustees, be required to remove any improvements installed on the Lot and/or restore the Lot to its condition prior to the commencement of such work. The Owner shall also be liable to the Association for all costs incurred by the Association in taking any action, including, without limitation, court costs and attorney fees, all of which shall be subject to the Association's collection policies.

The deposit of \$5,000 does not negate the Lot Owner's current responsibility to stay within the building envelope during all construction and to repair any Damage before final inspection by the Architectural Control Committee.

IN WITNESS WHEREOF, the Association, after having received approval from at least 67% of its voting members, has executed this instrument the day and year set forth below.

THE SUMMIT AT SKI LAKE GATED  
COMMUNITY ASSOCIATION, INC.

By: Becki Adams

Its: President

State of Utah )  
 ) :ss  
County of Weber )

On this 27 day of DECEMBER, 2013, personally appeared before me REBECCA T. ADAMS, who being by me duly sworn, did say that he/she is the PRESIDENT of The Summit at Ski Lake Gated Community Association, Inc.; that said instrument was signed by him/her on behalf of said Association pursuant to proper authority; and that the foregoing information is true and accurate to the best of his/her knowledge.

[Signature]  
NOTARY PUBLIC



resolution of the Board of Trustees or Architectural Control Committee, and a stop order from the Association which is enforceable by injunction. In addition, the Owner shall, in the discretion of the Architectural Control Committee or the Board of Trustees, be required to remove any improvements installed on the Lot and/or restore the Lot to its condition prior to the commencement of such work. The Owner shall also be liable to the Association for all costs incurred by the Association in taking any action, including, without limitation, court costs and attorney fees, all of which shall be subject to the Association's collection policies.

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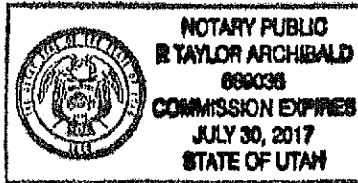
By: Rebecca Adams

Its: President

State of Utah )  
 ) :ss  
County of Weber )

On this 27 day of December, 2013, personally appeared before me Rebecca T. Adams, who being by me duly sworn, did say that he/she is the PRESIDENT of The Summit at Ski Lake Gated Community Association, Inc.; that said instrument was signed by him/her on behalf of said Association pursuant to proper authority; and that the foregoing information is true and accurate to the best of his/her knowledge.

[Signature]  
NOTARY PUBLIC





**EXHIBIT A**

**Lot Parcel Numbers and Legal Descriptions**  
**(31 Lots)**

<u>Parcel Numbers:</u>	<u>Legal Description</u>
20-070-0002 ✓	ALL OF LOT 8, SUMMIT AT SKI LAKE NO. 3 (THE), WEBER COUNTY,UTAH.
20-070-0003 ✓	ALL OF LOT 9, SUMMIT AT SKI LAKE NO. 3 (THE), WEBER COUNTY,UTAH.
20-070-0004 ✓	ALL OF LOT 10, SUMMIT AT SKI LAKE NO. 3 (THE), WEBER COUNTY,UTAH.
20-070-0005 ✓	ALL OF LOT 11, SUMMIT AT SKI LAKE NO. 3 (THE), WEBER COUNTY, UTAH.
20-070-0006 ✓	ALL OF LOT 12, SUMMIT AT SKI LAKE NO. 3 (THE), WEBER COUNTY,UTAH.
20-070-0007 ✓	ALL OF LOT 13, SUMMIT AT SKI LAKE NO. 3 (THE), WEBER COUNTY,UTAH.
20-070-0008 ✓	ALL OF LOT 14, SUMMIT AT SKI LAKE NO. 3 (THE), WEBER COUNTY,UTAH.
20-070-0009 ✓	ALL OF LOT 15R, SUMMIT AT SKI LAKE NO. 3 (THE), WEBER COUNTY,UTAH.
20-070-0010 ✓	ALL OF LOT 16R, SUMMIT AT SKI LAKE NO. 3 (THE), WEBER COUNTY,UTAH.
20-072-0001 ✓	ALL OF LOT 17R, SUMMIT AT SKI LAKE NO. 4, WEBER COUNTY, UTAH.
20-072-0002 ✓	ALL OF LOT 18, SUMMIT AT SKI LAKE NO. 4, WEBER COUNTY, UTAH.
20-072-0003 ✓	ALL OF LOT 19, SUMMIT AT SKI LAKE NO. 4, WEBER COUNTY, UTAH.
20-072-0004 ✓	ALL OF LOT 20R, SUMMIT AT SKI LAKE NO. 4, WEBER COUNTY, UTAH.
20-072-0005 ✓	ALL OF LOT 21, SUMMIT AT SKI LAKE NO. 4, WEBER COUNTY, UTAH.
20-072-0006 ✓	ALL OF LOT 22R, SUMMIT AT SKI LAKE NO. 4, WEBER COUNTY, UTAH.
20-072-0007 ✓	ALL OF LOT 23, SUMMIT AT SKI LAKE NO. 4, WEBER COUNTY, UTAH.
20-084-0001 ✓	ALL OF LOT 25, SUMMIT AT SKI LAKE NO. 5 (THE), WEBER COUNTY,UTAH.
20-084-0002 ✓	ALL OF LOT 26, SUMMIT AT SKI LAKE NO. 5 (THE), WEBER COUNTY,UTAH.
20-085-0001 ✓	ALL OF LOT 24, SUMMIT AT SKI LAKE NO. 6 (THE), WEBER COUNTY,UTAH.
20-087-0001 ✓	ALL OF LOT 27, SUMMIT AT SKI LAKE NO. 7 (THE), WEBER COUNTY,UTAH.
20-087-0002 ✓	ALL OF LOT 28, SUMMIT AT SKI LAKE NO. 7 (THE), WEBER COUNTY,UTAH.
20-087-0003 ✓	ALL OF LOT 29, SUMMIT AT SKI LAKE NO. 7 (THE), WEBER COUNTY,UTAH.
20-087-0004 ✓	ALL OF LOT 30, SUMMIT AT SKI LAKE NO. 7 (THE), WEBER COUNTY,UTAH.
20-087-0005 ✓	ALL OF LOT 31, SUMMIT AT SKI LAKE NO. 7 (THE), WEBER COUNTY,UTAH.
20-092-0001 ✓	ALL OF LOT 32, SUMMIT AT SKI LAKE NO. 8, (THE) WEBER COUNTY,UTAH.
20-092-0002 ✓	ALL OF LOT 33, SUMMIT AT SKI LAKE NO. 8, (THE) WEBER COUNTY,UTAH.
20-092-0003 ✓	ALL OF LOT 34R, SUMMIT AT SKI LAKE NO. 8, (THE) WEBER COUNTY,UTAH.
20-092-0004 ✓	ALL OF LOT 35, SUMMIT AT SKI LAKE NO. 8, (THE) WEBER COUNTY,UTAH.
20-092-0005 ✓	ALL OF LOT 36, SUMMIT AT SKI LAKE NO. 8, (THE) WEBER COUNTY,UTAH.
20-092-0006 ✓	ALL OF LOT 37, SUMMIT AT SKI LAKE NO. 8, (THE) WEBER COUNTY,UTAH.
20-101-0002 ✓	ALL OF LOT 40, SUMMIT AT SKI LAKE NO. 10 (THE), WEBER COUNTY,UTAH.