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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
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DEP RTT REC'D FOR SUMMER PLACE PUI  
HOA

09-219-0001 thru 0030

**ADDITIONS AND AMENDMENTS TO EXISTING DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SUMMER PLACE P.U.D.**

These additions and amendments (these "*Additions and Amendments*") are made as of the date hereinafter set forth by Summer Place Homeowners Association, Inc , a Utah nonprofit corporation (the "*Association*"), for certain real property in Clearfield, County of Davis, State of Utah, more particularly described on *Exhibit A* attached hereto, to add to and amend (1) the Declaration of Covenants, Conditions and Restrictions for Summer Place P.U.D. filed on January 12, 1994, Book 1711, Page 1130, in the records of the Davis County, State of Utah, Recorder's Office, and (2) the Amendments and Additions to Existing Declaration of Covenants, Conditions and Restrictions filed on October 25, 1994, Book 1814, Page 1150, in the records of the Davis County, State of Utah, Recorder's Office (together with these Additions and Amendments, the "*CC&Rs*"). All capitalized terms, unless otherwise defined herein, shall have the same meaning as in the CC&Rs.

Article XI, General Provisions, Section 3., Amendment, of the Amendments to the CC&Rs provides that the CC&Rs may be amended as follows

... by an instrument signed by not less than sixty-seven percent (67%) of the owners ..

Therefore the following Owners (at least 67%) hereby ratify and affirm these Additions and Amendments to the existing CC&Rs, some of which have been previously discussed in Owners' meetings:

**ARTICLE I  
GARAGE OR YARD SALES**

The Owners of Lots in Summer Place P.U.D. ("*Summer Place*") enjoy the privacy and relative obscurity of Summer Place. Therefore, to avoid increased traffic, there shall not be any garage sales or yard sales allowed or conducted at any of the Properties. Fines shall be assessed against any Breaching Owner for his or her failure to comply with this Article. Each day of the failure to comply with this Article shall constitute one offense. There shall be fines assessed for the failure to comply immediately with this Article are as follows:

First Offense	Warning
Second Offense	\$300.00 fine
Continuing Offense	\$500.00 fine

**ARTICLE II  
ANIMALS ON LEASH**

Article IX, Section 3, of the Amendments provides. "All pets shall be kept in the Lots or on a leash when in the common areas " Pets shall be kept on a leash and picked up after at all times when not in the Lots. This provision shall include cats as well as dogs There shall be fines assessed for the failure to comply with this Article as follows:

First Offense	Warning
Second Offense	\$25 00 fine
Continuing Offense	\$100.00 fine

**ARTICLE III  
RENTAL OF PROPERTIES**

To maintain the market values of the Properties in Summer Place, any references in the CC&Rs to tenants or the rental, leasing or subletting of Properties is hereby amended to provide that there shall be no rental, leasing or subletting of Properties in Summer Place. There shall be fines assessed for the failure to comply with this Article as follows:

First Offense	Warning
Second Offense	\$500 00 fine
Continuing Offense	\$1,000.00 fine

**ARTICLE IV  
SIGNS**

The CC&Rs provide that signs advertising a Property for sale shall be allowed in front windows only Signs are hereby allowed in front windows and/or in the front yards and shall be no more than four feet square. Signs advertising a Property for sale are the only signs allowed on a Property, except for small signs denoting the home is secured with an alarm system.

**ARTICLE V  
TREES AND SHRUBS**

Article V, Exterior Maintenance, currently states that "[T]he Association shall provide grounds maintenance upon each Lot which is subject to assessment hereunder, as follows trees, shrubs . ." The Association does not provide maintenance for trees or shrubs. This change is merely to clarify that the care and maintenance of trees and shrubs and all flower beds are the sole responsibility of the Owners Article V, Exterior Maintenance is hereby amended to delete trees and shrubs.

## **ARTICLE VI RV LOT**

The RV lot is intended for use by Owners to park their personal RVs at an additional cost to be assessed against the Owners. The spaces are assigned. At the present time the cost is \$10 per month per space. The cost may be increased at the same rate as provided in the CC&Rs for annual assessments. Late fees and fines applicable to the RV lot are the same as late fees and fines provided for annual assessments in the CC&Rs.

## **ARTICLE VII ACTION WITHOUT MEETING**

Any action that is required or permitted to be taken at a meeting of the Association may be taken without a meeting if a consent in writing, setting forth the action so taken, is approved and signed by not less than sixty-seven percent (67%) of the Owners.

## **ARTICLE VIII BOARD OF TRUSTEES/BOARD OF DIRECTORS**

The Board of Trustees referred to in the CC&Rs shall mean and may be used interchangeably with the Board of Directors referred in the Bylaws and/or the CC&Rs.

## **ARTICLE IX NONCOMPLIANCE**

Section 1. Utah Code 57-8a-208. If any Owner fails to comply with any provisions of the CC&Rs, the Board shall manage the violations by first giving notice to the Breaching Owner in accordance with the CC&Rs and the provisions of Utah Code 57-8a-208, Fines, of the Community Association Act.

Section 2. "*Breaching Owner*" shall refer to any Owner in violation of any Article of the CC&Rs.

Section 3. Reporting Violations. Any Owner observing instances of noncompliance in violation of any provision of the CC&Rs may report such instances to a member of the Board and the Board will take the appropriate actions.

Section 4. Fines. The Board may assess fines against a Breaching Owner for a violation of the CC&Rs in the amounts set forth in the CC&Rs.

Section 5. Warnings. Before assessing a fine under this Article, the Board shall give the Breaching Owner a written warning that:

(i) describes the violation,  
(ii) states the provision of the CC&Rs that the Breaching Owner's conduct violates;

(iii) states that the Board may, in accordance with the provisions of this Article, assess fines against the Breaching Owner if a continuing violation is not cured or if the Breaching Owner commits similar violations within one year after the day on which the Board gives the Breaching Owner the written warning or assesses a fine against the Breaching Owner under this Article, and

(iv) if the violation is a continuing violation, states a time that is not less than 48 hours after the day on which the Board gives the Breaching Owner the written warning by which the Breaching Owner shall cure the violation; provided, however, that in the instance of a violation of Article I hereof, Garage or Yard Sales, the time is reduced to not less than two hours after the Board gives the Breaching Owner the written warning

**Section 6.** Fines. The Board may assess a fine against a Breaching Owner if

(i) within one year after the day on which the Board gives the Breaching Owner a written warning described in Section 5, the Breaching Owner commits another violation of the same rule or provision identified in the written warning; or

(ii) for a continuing violation, the Breaching Owner does not cure the violation within the time period that is stated in the written warning described in Section 5

**Section 7** Additional Fines. The Board may assess additional fines against the Breaching Owner, without further warning, each time the Breaching Owner

(i) commits a violation of the same rule or provision within one year after the day on which the Board assesses a fine for a violation of the same rule or provision; or

(ii) allows a violation to continue for ten days or longer after the day on which the Board assesses the fine, except in the instance of a continuing violation of Article I hereof, Garage or Yard Sales, which shall continue for two hours or longer after written notice is given

**Section 8.** Penalties and Interest The Breaching Owner shall incur additional charges of interest at the rate of ten percent (10%) per annum on the fines assessed plus a penalty of \$10 00 per day until paid for the Breaching Owner's failure to pay the fines when due

**Section 9.** Notice to Breaching Owners A dated written notice in compliance with this Article shall be sent by the Board via one of the following

- (i) email to the address provided to the Board by the Breaching Owner,
- (ii) hand delivery to the Breaching Owner by a member of the Board, or
- (iii) U.S. mail, postage prepaid, to the Breaching Owner's mailing address.

Notices shall be considered given to the Breaching Owner (1) when sent by email, (2) when hand delivered, or (3) three days after mailing if sent by U. S. mail.

**Section 10** Lien Upon the Property The fines, penalties and interest referred to in this Article, as well as reasonable attorneys' fees and costs incurred in the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each charge is made

**Section 11** Delegation of Powers If determined by the Board to be in the best interest of the Association, the Board may delegate its rights and responsibilities under this section to an attorney or a managing agent

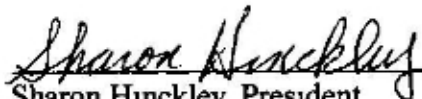
DATED as of the 10th day of June, 2020, and signed by at least 67% of the Owners

PRINTED NAME	SIGNATURE	HOUSE NO.
Michelle DeRouchey	Michelle DeRouchey	#7
Ferris Holmes	Ferris E. Holmes	29
REVA ROWE	Reva A. Rowe	13
ROBERT MATTHIS	Robert Matthis	19
Lee Schaffer	Lee Schaffer	17
Margy Lafette	Margy Lafette	25
Julie Jenkows	Julie	26
Jean Verneer	Walt Jewell	5
Carolyn Harris	Carolyn Harris	24

PRINTED NAME	SIGNATURE	HOUSE NO.
DIANA RICE	<i>D. Rice</i>	22
Janet L. Walker	<i>Janet Walker</i>	2
Marie Johnson	MARIE JOHNSON	8
SHARON HINCKLEY	Sharon Hinckley	20
Connie Davis	Connie Davis	4
Rosemary Riggs	<i>Riggs</i>	30
SHIRLEY JACOBSEN BY PROXY SHARON HINCKLEY	Sharon Hinckley	20
JULIA VALDEZ BY PROXY SHARON HINCKLEY	Sharon Hinckley	20
PENNIE WHIPPLE BY PROXY MARIE JOHNSON	Marie Johnson	18
LINDA CLAYTON + STEVE WEGAND BY PROXY MARIE JOHNSON	Marie Johnson	27
LYNDA BATLEY BY PROXY SHARON HINCKLEY	Sharon Hinckley	20
Robert K. Lowe	<i>Robert Lowe</i>	4

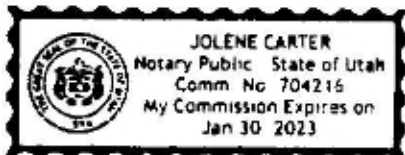
PRINTED NAME	SIGNATURE	HOUSE NO.

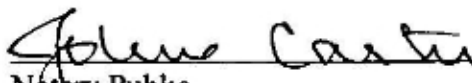
IN WITNESS WHEREOF, the undersigned being the president of Summer Place P U D ratifies and affirms the foregoing action taken by at least 67% of the Owners as of the 15 day of June, 2020

  
Sharon Hinckley, President

STATE OF UTAH     )  
                                  ) ss  
COUNTY OF DAVIS )

On this 15 day of June, 2020, personally appeared before me, Sharon Hinckley, who being by me duly sworn, did say that she is the president of Summer Place P U D and that the within and foregoing instrument was signed on behalf of said Summer Place P U D , and said Sharon Hinckley duly acknowledged to me that Summer Place P U D executed the same



  
Notary Public

**EXHIBIT A**

All of Lots 1 through 30, inclusive, Summer Place P U D , according to the official plat thereof recorded in the Office of the County Recorder of Davis County, Utah



THIS PAGE WAS DE  
OR NOT FILLED IN AT  
TIME OF RECORDING  
RICHARD T. MAUGHAN  
Davis County Recorder