



9 June 2016

AFTER RECORDING, PLEASE RETURN TO:
Harward & Associates, LLC
Attn: James E. Harward
6715 South 1300 East, Suite 250
Cottonwood Heights, UT 84121

ENT 62119:2016 PG 1 of 23
JEFFERY SMITH
UTAH COUNTY RECORDER
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RECORDED FOR KIMBALL, TIERA

PROTECTIVE COVENANTS FOR
SOLDIER SUMMIT ESTATES SUBDIVISION
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRI-
ENT 75875:2005 TIONS
(CC&R's)

The legal and equitable lot owners of SOLDIER SUMMIT ESTATES SUBDIVISION do hereby acknowledge, declare, adopt, and amend the following protective covenants with regard to SOLDIER SUMMIT ESTATES SUBDIVISION (the "Subdivision").

The real property subject to this Declaration is situated in Utah County, State of Utah, and is more particularly described as Exhibit "A" attached hereto and incorporated herein by this reference.

ARTICLE 1. Construction Restrictions

- A) No lot located within the subdivision shall be used for any other purpose than a single family residence, except those deemed as common areas. There shall not exist on any residential lot more than one residence. A lot may have two garages or other storage building which are not of temporary construction
- B) No tent, house trailer, motor home, camper or large truck shall at any time be used as a residence, except for a period not to exceed ninety (90) days while constructing a permanent residence. Notwithstanding the foregoing, a guest of a lot owner may use a tent, motor home, or camper for a period not to exceed seven (7) days.

- C) All material used in the construction of buildings located on any lot shall be new. No old, used, existing building or structure of any kind and no part of an old, used, existing building, or structure shall be moved onto any lot.
- D) No mobile or manufactured homes will be allowed in the Subdivision.
- E) Outbuildings or garages erected and maintained upon any lot or building site shall conform generally in architectural design and exterior material to the finish of the dwelling house to which they are appurtenant, and must be approved by the Architectural Committee.
- F) All residences shall have a main floor of not less than 1,000 square feet of living area and have a total living area of not less than 1,200 square feet, exclusive of carports, garages, patios, and covered porches.
- G) No structure shall be located nearer the front boundary line of any lot than 30 feet; or nearer the side boundary line of any lot than 30 feet; or nearer the rear boundary line of any lot than 30 feet.
- H) No person shall erect or maintain upon any part of the Subdivision or any lot, any sign, advertisement, billboard, or other advertising structure without prior approval of the Architectural Committee, with the exception of standard real estate signs.
- I) The natural vegetation and contour of the terrain within the Subdivision shall be preserved as far as possible in the construction of any dwelling on any lot. Natural growth shall be preserved and remain as nearly as possible in the natural state. The removal of natural vegetation and cutting the soil on any lot shall not be undertaken without the permission in writing from the Architectural Committee.
- J) No fence, wall or hedge shall be planted, erected, located or maintained upon any lot in such location or at such height as to unreasonably obstruct the view from any other lot or lots in the Subdivision. Fences and walls shall be constructed of material which will enhance the appearance of the landscape. Chain link fences or similar looking fences are not permitted. Barbed wire fences or barricades are not permitted. The use of other types of materials for fencing and walls, such as pipe, lodge pole, cement, or cinder block used for decorative fencing, backyards or corrals is subject to final approval by the Architectural Committee prior to in-

stallation. All walls and fences shall be kept in good repair, and no fence, wall or hedge shall exceed an overall height as measured from the top of the footing or grade, whichever is higher, to the top of the fence, wall or hedge in excess of six (6) feet. No walls, fences or hedges may exceed an overall height of four (4) feet across frontage or setback areas. All fences or walls on lots with drainage or water flow must not hinder or alter the natural flow or drainage.

- K) On each lot, the lot owner shall install (not less than twenty-five (25) feet from the family dwelling) a self-draining water faucet attached to the water line feeding the dwelling from the main system.
- L) Roof material shall be of fireproof product, such as metal, fireproof fiberglass shake, or equivalent, and approved by the Architectural Committee.

ARTICLE 2. Use and Activity Restrictions.

The use of the lots in the Subdivision shall be subject to the following guidelines, limitations and restrictions, which shall be binding upon all owners and residents, their family members, guests and invitees.

- A) The shooting of firearms or deadly weapons of any nature is prohibited within the Subdivision.
 - 1) Exception:
 - a. Use in the protection or safety of self and/or others.
 - b. Safe use including target practice with bows & arrows, air or spring guns (BB guns, Pellet guns, AirSoft guns, Paintball guns) is permitted with the following guidelines:
 - i. These acceptable weapons must only be used on the property (lot) of which the shooter is an owner or guest of the owner.
 - ii. Projectiles (BBs, Pellets, Arrows, etc.) must reasonably be expected to fall or land on the property (lot) of which the shooter is an owner or guest of the owner and not land on an adjacent property.

- iii. Safely position target practice into areas with an earthen backdrop, ensuring projectiles land into the ground.
 - iv. Do not shoot in the direction of any person, vehicle or structure.
 - v. Adult supervision required.
 - vi. No shooting of animals or hunting within subdivision.
- B) Hunting of wild life of any kind inside the boundaries of the Subdivision or within 1,000 feet of Subdivision boundaries is prohibited, including during established hunting seasons.
- C) Fire Guidelines and Restrictions:
 - 1) Spark arrestors shall be installed and maintained on all chimneys or fireplaces or any other device designed to contain a fire.
 - 2) Outdoor fires within the subdivision in permanent barbecues, portable barbecues, outdoor fireplaces or grills (in compliance to Utah County Ordinance 9-6-6-(c)(1))
 - a. Must be a minimum of thirty (30) feet from any combustible material or non-fire-resistive vegetation.
 - b. Are not to be used for the disposal of rubbish, trash, or combustible waste material.
 - c. Shall be maintained in good repair and in a safe condition at all times.
 - d. (Additionally, openings of outdoor fireplaces shall be provided with an approved spark arrestor screen or door.)
 - 3) Guidelines for Outdoor Fire Pits (in compliance to Utah County Ordinance 9-6-6-(c)(1))

- a. Maintain a space of thirty (30) feet between fire pit and combustible materials and vegetation.
- b. A steel, concrete, or masonry ring should be around the sides of the fire pit.
- c. Fire pit should be at least fifteen (15) inches deep.
- d. A screen or spark arrestor, with openings no greater than $\frac{1}{4}$ inch, should be over and completely cover the top of the fire pit.
- e. One person 18 years of age or older must attend the fire at all times.
- f. Running water available from a hose that is attached to a working water spigot that is connected to the Soldier Summit Estates pressurized water supply and able reach the fire pit must be immediately available on site for fire suppression. In addition to the requirement that the hose be able to reach all the way to the fire pit, the available hose must be within thirty (30) feet of the fire pit until the fire pit is cold to the touch.
- g. At least one appropriately-sized shovel and one large bucket (at least 3.5 gallons) must be dedicated and immediately available on site for fire suppression.
- h. Campfire must be completely extinguished –cold to touch- when not attended.
- i. Do not maintain a fire during windy conditions.
- j. All outdoor fires within the subdivision, including in outdoor fire pits, may only occur during times and seasons allowed by the US Forest Service. Any time there are burn restrictions by the US Forest Service, those same restrictions apply to fires within the subdivision.

- k. Prior to ever having a fire in a fire pit on any property within the subdivision, the fire pit must pass a one-time inspection by the Safety, Security, and Compliance Director of the HOA Board and one other Board Member. The inspection will ensure the fire pit complies with all the above requirements for fire pits listed above. The inspection will have to be arranged by the property owner and the property owner must be present to invite and accompany the Safety, Security, and Compliance Director and other Board Member onto their property. Once the fire pit meets all requirements then documentation of compliance and photo of the fire pit will be maintained in the HOA records. Any changes to a fire pit after passing inspection will require a new inspection to occur.
- D) Said Subdivision shall not, nor shall any part thereof nor any lot therein, be used for the purpose of mining, quarrying, drilling, exploring for, taking or producing therefrom, water, oil, gas, or other hydrocarbon substances, minerals, or ores of any kind except the lots designated for water storage.
- E) To preserve the natural pristine atmosphere of the Subdivision, no refuse piles, no trash of any kind, appliances, unlicensed automobiles, or parts, shall be placed or allowed to remain outdoors on any lot.
- F) All lots need to be maintained and kept in general good appearance and free of dead trees, brush or fire hazards.
- G) No owner of any lot within the Subdivision will do or permit to be done any act upon his property which is or may become a nuisance. It shall be the responsibility of each owner and resident to prevent the creation or maintenance of a nuisance in, on or about the Subdivision. For purposes of this section a "nuisance" includes but is not limited to the following:
 - I) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about a lot;

- 2) The storage of any item, property or thing that will cause any lot to appear to be in an unclean or untidy condition or that will be noxious to the senses;
- 3) The storage of any substance, thing or material upon any lot that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Subdivision;
- 4) The creation or maintenance of any noxious or offensive condition or activity in or about any lot; and
- 5) Maintaining any plants, animals, devices, items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Subdivision.

H) It is the responsibility of each owner and resident to control noxious weeds, including thistle on their property per Utah County Code Chapter 12. If reasonable efforts, including spraying, are not done by the property owner, then the county, the HOA board, or other entity may do it at the owner's expense as outlined in Utah County Code Chapter 12.

- 1) Property (lot) owners have the right to report violations of Utah County Code by another property (lot) owner as it pertains to control of noxious weeds to the Utah County Weed Abatement Office
- 2) The HOA Board:
 - a. May report violations of Utah County Code by another property (lot) owner as it pertains to control of noxious weeds to the Utah County Weed Abatement Office.
 - b. May send a written warning of non-compliance to the property owner.
 - i. 30 days to comply

- ii. Non-compliant property owners will be subject to State and County procedures and penalties
 - iii. The Board may direct an outside service to take appropriate action at the property (lot) owner's expense.
- I) The pursuit of hobbies or other activities, including but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Subdivision.
- J) No lot shall be subdivided or partitioned.
- K) Recreational Vehicles, Tents and Camping
 - 1) Acceptable Tents and Recreational Vehicles
 - a. Tents
 - i. Tents – in good condition
 - ii. Teepees – in good condition
 - b. Recreational Vehicles
 - i. Camping trailers
 - ii. Popup/tent trailers
 - iii. 5th wheel camping trailers
 - iv. Campers
 - v. Motor homes
 - 2) All acceptable recreational vehicles must:
 - a. Be mobile, meaning able to be immediately moved off lot.

- b. Be temporary on location
- c. Be in good repair and condition, and surroundings kept neat and tidy
- d. Be legally and actively registered
- e. Have no permanent structure associated with it, including:
 - i. Canopies
 - ii. Porches/decks
 - iii. Skirts
 - iv. Awnings

3) No mobile or manufactured homes will be allowed in the subdivision.

4) In accordance with Utah County Code no tent or recreational vehicle (as defined above) may be in the subdivision or on a property (lot) occupied or unoccupied for more than 45 days in one calendar year.

5) All camping must be at least 30 feet from the road or adjacent property boundaries.

6) A tent or recreational vehicle of a guest is permitted for seven (7) consecutive days or less.

7) Only one lot owner-owned tent or recreational vehicle per lot may stay in the subdivision or on a lot for greater than seven (7) consecutive days.

8) No recreational vehicle may be parked on a property (attended or un-attended) for more than 24 consecutive days. Once a tent or recreational vehicle has stayed in the subdivision or on a lot for the maximum number of consecutive days allowed by the CC&Rs, it must be removed from the

subdivision and lot for at least five (5) consecutive days before allowed to again enter the subdivision and occupy a lot.

- 9) No dumping of black water (containing human waste) is allowed within the subdivision. Dumping of gray water (dish water, shower water, etc.) on ones own property is permitted in limited manner.
- 10) In addition to penalties for noncompliance to CC&Rs the following penalties will also apply for violations of these specific Recreational Vehicle, Tents, and Camping CC&Rs:
 - a. 1st Offense:
 - i. Written violation from Board,
 - ii. A one-time 14 day period to comply.
 1. If noncompliant after 14 days then the lot owner in violation will be assessed a fine of \$25 a day starting at the first day of noncompliance and continue to accrue daily until the lot owner becomes compliant. The lot owner must notify the Board through the Safety, Security, & Compliance Director when the lot owner comes into compliance with the CC&Rs so that the Board can confirm compliance.
 - b. 2nd Offense:
 - i. Written violation from Board
 1. The lot owner in violation will be assessed a fine of \$25 a day starting at the first day of noncompliance and continue to accrue daily until the lot owner becomes compliant. The lot owner must notify the Board through the Safety, Security, & Compliance Director when the lot owner comes into compliance with the CC&Rs so that the Board can confirm compliance.

c. 3rd Offence and Subsequent Offenses:

i. Written violation from Board

1. The lot owner in violation will be assessed a fine of \$25 a day starting at the first day of noncompliance and continue to accrue daily until the lot owner becomes compliant. The lot owner must notify the Board through the Safety, Security, & Compliance Director when the lot owner comes into compliance with the CC&Rs so that the Board can confirm compliance.

ii. Revoke all recreational vehicle, tent, and camping privileges for that specific lot including the owner(s) and their guests for three (3) years. Once camping privileges have been reinstated after a three (3) year revocation and compliance of the no camping ban, any subsequent violation to this regulation will be subject to the penalties of 3rd Offense and Subsequent Offenses as outlined in the section, including written violation, fines, 3 year revocation of privileges, and reported to Utah County.

iii. Report lot owner to Utah County.

L) The use of incendiary devices or the painting of graffiti, within the Subdivision is prohibited.

M) No animals or birds shall be kept or maintained on any part of a lot within the Subdivision except dogs, cats, pet birds and other domestic animals which may be kept in reasonable numbers as pets, but not for any commercial purpose. All domestic animals or birds kept on the premises shall be confined within the structures on the lot or will be tied or fenced within the boundaries of the lot and will not be allowed to roam from the owner's lot. Notwithstanding the foregoing, horses for non-commercial purposes are allowed to be housed only on lots 1C through 12C and 58C through 66C, which are commonly known as the lower lots.

- N) No exterior clotheslines shall be erected or maintained and there shall be no outside drying or laundering of clothes.
- O) No commercial trade or business may be conducted on, in, or from any lot unless:
 - a) the existence or operation of the business activity is no apparent or detectable by sight, sound, or smell from outside the residence; b) the business activity conforms to all zoning requirements for the Subdivision; c) the business activity does not involve persons coming onto the Subdivision who do not reside in the Subdivision or door-to-door solicitation of residents of the Subdivisions; and d) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Association.
- P) No renting of property, cabins or homes within the subdivision for use by others, including for camping.
 - 1) Exception: Long term rentals of cabin or homes permitted if:
 - a. Rental is for more than 1 consecutive year and by only one renter
 - b. HOA is notified at least 14 days in advance with a list of permitted renters.
 - c. Signed letter by renter indicating they:
 - i. Have received a copy of the HOA CC&Rs,
 - ii. Agree to obey and abide by all HOA CC&Rs while they are renting,
 - iii. Understand no subletting or subleasing the property is allowed.
- Q) The driving, parking, standing and storing of motor vehicles in, on or about the Subdivision shall be subject to the following:

- 1) The parking rules and regulations adopted by the Association from time to time;
- 2) No parking on the street is allowed in the Subdivision;
- 3) Residents may only park their motor vehicles within their garages and on their respective driveways;
- 4) Vehicles parked in violation of this Declaration may be impounded or towed without further notice, and at the vehicle owner's sole expense.

R) Nothing shall be done or kept in, on or about any lot, or common area, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

S) No damage to, or waste of, the Common Area shall be committed by any owner or resident of the Subdivision or any invitee of any owner or resident of the Subdivision, and each owner shall indemnify and hold the Association and the other owners harmless against all loss resulting from any such damages or waste caused by that owner or resident of the Subdivision, or an invitee; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other owner.

ARTICLE 3. Construction Controls

For the protection of the lot owners, and for the purpose of further ensuring development of the Subdivision as an area of high standards, any and all structures will be reviewed and approved by the Architectural Committee. The Committee shall have the right to control the building, structures, fences, and other improvements placed on each lot, as well as to make such exceptions to these restrictions as the Architectural Committee shall deem necessary and proper.

No building, wall, or other structure shall be placed upon any lot unless and until the plans and specifications therefore and plot plan have been approved in writing by the appropriate city or county where required and the Architectural Committee. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved.

Any set of construction plans that exhibit quality construction, is not unsightly as to exterior appearance, preserves the beauty of its natural surroundings, and does not violate any of the Covenants, Conditions, or Restrictions, will be approved for construction by the Architectural Committee. The primary purpose of the Architectural Committee shall be to aid the individual owners and builders in the expedient approval and quality development and construction of and on their properties.

- A) Exterior construction is to be completed no later than two (2) years after Utah County permit approval date.
- B) Construction area is to be kept clean of excess debris and no construction material is to be stored on vacant lots except during active construction as defined by two (2) year exterior completion provision.
- C) All construction material, including but not limited to, lumber, steel, roofing materials, gravel and cement must be placed upon the lot whereupon the structure in being constructed on not on the road right of way. There shall be no trespassing upon a neighboring lot or lots for access to ease the construction process.

ARTICLE 4. Easements

The Subdivision and the lots and building sites included therein are subject to such easements and rights-of-way as may be necessary or convenient for erecting, constructing, maintaining and operating public service wires and conduits for lighting, heating, power, telephone, water and other methods of conducting and performing public quasi-public utility service or function as easements and rights-of-way are shown and designated on the Plat of said real property recorded in the Utah County Recorder's Office, and all said easements and rights-of-way are reserved for the purposes herein and in said Plat set forth.

ARTICLE 5. Architectural Review

- A) The Architectural Committee shall be composed of three (3) members, selected as hereinafter set forth.
- B) No building, garage, patio, outbuilding, fence or other structure shall be constructed, erected, altered, remodeled, placed, maintained, or be permitted to remain in said Subdivision unless and until two (2) complete sets of plans and specifications therefore, including finished grading plans, plot plan showing location

of such structure on the building site, floor and roof plan, exterior elevations, sections, and salient exterior details and colors scheme, including the type and location of hedges, walls, and fences shall have submitted to and approved in writing by any two (2) members of the Architectural Committee. The second set of plans shall be filed as a permanent record with the Architectural Committee.

- C) Members of the Architectural Committee shall be selected and appointed each year at the annual meeting of the Solider Summit Estates Owners Association by the record owners of the Subdivision lots, with each lot having one vote. Selection of such members shall be by written ballot cast either in person at the meeting, or received by mail prior to the meeting.
- D) The Architectural Committee approval in no way alleviates the need for independent county approval, appropriate building permit(s), approval(s), and compliance with all otherwise applicable state, county and local building codes, ordinances, etc.
- E) If the Architectural Committee fails to take any action, either approval or disapproval, of such plans and specifications and plot plan written sixty (60) days after said plans, specifications and plot plan have been submitted to it, it shall be presumed that the Committee has approved said plans, specifications and plot plan as submitted.

ARTICLE 6. Soldier Summit Estates Owners Association

Upon purchasing a lot in the Subdivision, the owner automatically becomes a member of the Soldier Summit Estate Owners Association (the "Association"). Owners are bound by the provisions of the Soldier Summit Estates Subdivision Covenants, Conditions, and Restrictions. The Association shall have the power to make, establish, promulgate, amend and repeal Association rules.

- A) Owners are entitled to one vote for each lot owned. When more than one person holds an interest in any lot, the group of such persons shall be considered an owner. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.
- B) Members of the Board of Directors shall be selected and appointed each year in accordance to the process and procedures set forth in the Bylaws, with each lot

having one vote. The annual meeting of the members of the Association shall be held in Utah County, Utah, at such place the Board of Directors designates, on the first Saturday in May of each year, commencing with the year 2017. This date may change from year to year as determined by the Board of Directors.

- C) Each lot owner shall pay the Association an annual fee for road maintenance, including but not limited to, snow removal and dust control, within the Subdivision and other charges for services provided by the Association. The Board of Directors shall determine the amount assessed to each lot based on a per lot share of the total cost of such items. The Board of Directors shall also determine the due date of assessments. The Board of Directors shall determine what additional services are to be furnished to lots within the Subdivision and the cost of such services on a per lot basis according to the use of the lot, such as one fee for vacant lot, another fee for improved lots. The annual assessment may be increased each year not more than five percent (5%) above the assessment for the previous year, without a majority vote of the lot owners present in person or by proxy at a meeting duly called. Each lot owner hereby, and by acceptance of a deed to a lot in the Subdivision, covenants and agrees to pay when due all assessments or charges by the Association. These assessments together with interest, costs and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made, and shall be also the personal obligation of the lot owner when the assessment falls due. The personal obligation for delinquent assessments shall not pass to an owner's successors in title unless expressly assumed by them. No owner may waive or otherwise avoid liability for any assessment by non-use of the Common Areas or by abandonment of the lot.
- D) In regards to snow removal from the Subdivision's common roads, it is the intent of the Soldier Summit Estates Owner's Association to provide reasonable snow removal for year round access to the common roads of all lots within the subdivision. It is important to understand that there may be circumstances that will limit the Association's ability to have every road accessible every day of the year. Reasons may include mechanical, budgetary, environmental, even catastrophic, or other events or conditions that may limit or temporarily suspend snow removal by the Association. Reasonable snow removal may include only plowing after a storm has completed or wind has subsided. Because of the steepness of many roads within the subdivision and extreme winter conditions, most vehicles, including cars, two-wheeled trucks, or large construction vehicles, should not expect to

be able to access properties (lots) during winter months. Vehicles entering the Subdivision during winter months should have four-wheel drive and be equipped with chains on the tires.

- 1) The Board of Directors shall assign, from among themselves, a Winter Maintenance Director to be the single point of contact for lot owners to contact regarding snow removal issues thus reducing confusion and frustration that can arise from using multiple points of contact. The Winter Maintenance Director will be the only and sole contact with the operators or companies contracted for snow removal. Any and all directions from the Board should be through the Director to the operator and all communication back through the Director to the Board and property (lot) owners.
- 2) Priority will be given to plowing the main routes (Snowbird, Alta, Sundance, Solitude, Elk Meadow) to a width of at least 30 feet. Once the priority roads are clear, the secondary roads (Brighton, Powder Mountain, etc.) will be plowed to a width of at least 20 feet.
- 3) The Board will set budget caps for snow removal when necessary.
- 4) Private Driveways and Roads:
 - a. Snow removal of private driveways or roads by the HOA snow removal service may only be considered when all common roads have been cleared.
 - b. Snow removal of private driveways or roads by the HOA snow removal service is done at the expense of the lot owner.
 - i. Must be billed through HOA at 15-minute increments at a price determined by the HOA Board at the beginning of each snow removal season.
 - c. The Winter Maintenance Director will oversee all snow removal of private driveways and roads through supervision of the snow removal service and personnel. The Winter Maintenance Director will report all billings, and all bills and payments will go through the board via the property manager.

- d. A liability waiver must be signed and on file before that specific private driveway or road may be cleared by the HOA snow removal service.
- e. No driveway shall be cleared by the HOA snow removal service unless it has snow poles placed and driveway inspected as part of a preseason inspection by the person or service responsible for driving the snow removal equipment for that snow season.

- 5) No person is to operate the snow removal equipment other than those authorized by the majority vote of the Board.
- 6) When possible, the person or service responsible for driving the snow removal equipment supervise and inspect the placement of the snow removal poles and boundaries. This should be done as part of a preseason inspection, prior to snow accumulation.

- E) In addition to the assessment for services and maintenance, the Association may levy a special assessment as hereafter authorized. Special assessments may only be levied to defray, in whole or in part, the cost of any construction, reconstruction repair or replacement of structures, fixtures and personal property generally beneficial to the owners of land within Soldier Summit Estates Subdivision. Special assessments must have the assent of sixty-seven percent (67%) of the votes of each class of the members authorized to vote, in person or by proxy, at a meeting duly called for this purpose. At such meeting, the presence of sixty-seven percent (67%) of the members authorized to vote, in person or by proxy, shall constitute the quorum.
- F) The right to collect and enforce payment of the assessments made by the Association is vested in the Association. If any assessment is not paid when due, the Association may (a) bring an action at law against the owner personally obligated to pay such delinquent assessment without waiving the lien of assessment or (b) may foreclose the lien against the property subject to the lien of assessment in accordance with the laws of the State of Utah applicable to the exercise of powers or sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law.

- G) Delinquency: Any Assessment provided for in the Declaration which is not paid when due shall be delinquent on said due date (the "delinquency date"). If any such assessment is not paid within thirty (30) days after the delinquency date, a late charge may be assessed. After the 30 day delinquency date the Association may, at its option, and without waiving the right to foreclose its lien against the Lot, bring an action at law against the Member personally obligated to pay the same, and/or upon compliance with the notice provisions set forth in Section E of this Article to foreclose the lien against the Lot. If action is commenced, there shall be added to the amount of such Assessment the late charge, interest, the costs of preparing and filing the complaint in such action, and attorney's fees incurred in connection with the commencement of such action and in the event a judgment is obtained, such judgment shall include the said late charge, interest and a reasonable attorney's fees, together with the costs of action. Each Member vests in the Association or its assigns, the right and power to bring all action at law and/or for lien foreclosure against such member for the collection of such delinquent assessments.
- H) Control of Common Areas: As provided in the Article hereof entitled "Definitions," the Common Areas shall consist exclusively of the common roadways within the Subdivision.

ARTICLE 7. General Provisions

- A) These Protective Covenants may be amended by an instrument signed by not less than sixty-seven percent (67%) of the lot owners. Any amendments must be properly recorded in the records of Utah County, Utah, to become effective.
- B) All the covenants, conditions and restrictions set forth herein shall run with the land and each grantee, by accepting a deed to such premises, accepts the same subject to the covenants, conditions, and restrictions and agrees for himself, his heirs, administrators, and assigns to be bound by them jointly, separately, and severally.
 - 1) The Association, Board of Directors, Architectural Committee, or any lot owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges

now or hereafter imposed by the provisions of this Declaration, or any rule of the Association, including, but not limited to, any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants. Failure of the Association, or any lot owner to enforce any covenant or restriction herein contained or any rule of the Association shall in no event be deemed a waiver of the right of the Association, or any lot owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof or any rule of the Association, the party against whom enforcement is sought shall pay to the enforcing party reasonable attorney's fees and costs. The Association may, after notice and hearing, levy an additional assessment against any owner and/or occupant, and/or owner's agent who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice.

- a. 1st Violation: not to exceed 75% of the maximum annual assessment
- b. 2nd Violation to the same CC&R regulation: not to exceed 100% of the maximum annual assessment
- c. 3rd Violation and other successive violation to the same CC&R regulation: not to exceed 200% of the maximum annual assessment

In addition to the penalties listed above, other areas of the CC&Rs may include additional penalties specific to the violation of that particular regulation.

- C) All of said conditions, covenants and reservations contained in this Declaration shall be construed together, but if any one of said conditions, covenants or reservations, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired.
- D) Each member of the Board of Directors and each member of the Architectural Committee shall be indemnified by the owners of the lots of the Subdivision against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of said person

being or having been a member of the Board of Directors or Architectural Committee, or any settlement thereof, whether or not said person is a member of the Board of Directors or Architectural Committee at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties.

- E) The covenants and restrictions of this Declaration shall run with and bind the land and shall insure to the benefit of and be enforceable by the Association, or lot owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.
- F) No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Tiera Kimball, Chairman/President of Soldier Summit Estates Owners Association, has signed these Amended ~~Protective Covenants~~ Protective Covenants of Soldier Summit Estates Subdivision this 6th day of ~~June~~ ^{July} 2016, and caused the same to be placed of record at the office of the Utah County Recorder.

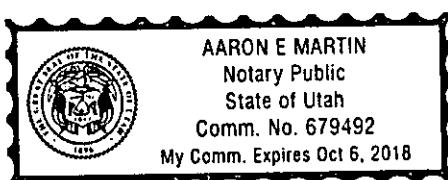
By:

Tiera Kimball

Tiera Kimball, Chairman/President

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 6 day of ~~June~~ ^{July} 2016, by TIERA KIMBALL, Chairman/President of Soldier Summit Estates Owners Association.




NOTARY PUBLIC

Exhibit "A"

All of Plat "C" and all of Plat "D", SOLDIER SUMMIT ESTATES SUBDIVISION, according to the official plat thereof on file in the Office of the County Recorder, Utah County, Utah.