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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
AKA THE VILLAGE PARK CITY

In Reference to Tax ID Number(s):

SCVC-3, SCVC-4, SCVC-8, SCVC-10, SCVC-11, SCVC-12, SCVC-14, SCVC-17, SCVC-18

SCVC-2-2 through SCVC-2-83, SCVC-2-A through SCVC-2-G

SCVC-5-1 through SCVC-5-46, SCVC-5-OS-1, SCVC-5-OS-2

SCVC-6-7-1 through SCVC-6-7-55, SCVC-6-7-OS-1

SCVC-8-P1-1 through SCVC-8-P1-51, SCVC-8-P1-OS

SCVC-9-2 and SCVC-9-3

SCVC-13-16-1 through SCVC-13-16-48, SCVC-13-16-OS-1, SCVC-13-16-OS-2, SCVC-13-16-OS-3, SCVC-13-16-OS-4, SCVC-13-16-OS-5, SCVC-13-16-OS-6, SCVC-13-16-OS-7, SCVC-13-16-OS-8

SCVC-13-16-101 through SCVC-13-16-147

SCVCON-A101, SCVCON-A102, SCVCON-A103, SCVCON-A104, SCVCON-A105, SCVCON-A201, SCVCON-A202, SCVCON-A203, SCVCON-A204, SCVCON-A205, SCVCON-A206, SCVCON-A207, SCVCON-A208, SCVCON-A301, SCVCON-A302, SCVCON-A303, SCVCON-A304, SCVCON-A305, SCVCON-A306, SCVCON-B101, SCVCON-B102, SCVCON-B103, SCVCON-B104, SCVCON-B105, SCVCON-201, SCVCON-B202, SCVCON-B203, SCVCON-B204, SCVCON-B205, SCVCON-B206, SCVCON-B207, SCVCON-B208, SCVCON-B301, SCVCON-B302, SCVCON-B303, SCVCON-B304, SCVCON-B305, SCVCON-B306

CVILLC-111 through CVILLC-118, CVILLC-121 through CVILLC-128, CVILLC-131 through CVILLC-138, CVILLC-141 through CVILLC-148, CVILLC-211 through CVILLC-218, CVILLC-221 through CVILLC-228, CVILLC-231 through CVILLC-238, CVILLC-241 through CVILLC-248

ESSCVC-1 through ESSCVC-125, ESSCVC-OS-1 through ESSCVC-OS-9

SCVC-2-80-AM

SCVC-81-82-1 through SCVC-81-82-14

SCVC-81-82-A and SCVC-81-82-B

**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: _____

Name: Matthew Lowe

Title: President

STATE OF UTAH

COUNTY OF Weber)
) ss.

The foregoing Supplement was acknowledged before me this 17th day of March, 2022 by Matthew Lowe, President of Village Development Group Inc.

Lisa Woolsey
NOTARY PUBLIC

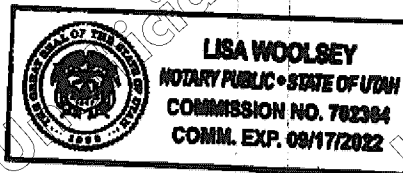


EXHIBIT A

A tract of land located in the West Half (W2) and the Southwest Quarter of the Southeast Quarter (SW4SE4) of Section 15, the Southeast Quarter (SE4) of Section 16, the Northeast Quarter of the Northeast Quarter (NE4NE4) of Section 21 and the Northwest Quarter of the Northwest Quarter (NW4NW4) of Section 22, all in Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah described as follows:

BEGINNING at a stone marking the corner common to Sections 15, 16, 21 and 22 in Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 00°24'00" East 1195.99 feet (1193.81 feet by deed) to a point 1162.00 feet southerly measured perpendicularly to the southerly right of way line of Utah Department of Transportation Highway Project No.'s 76-D and 76(14), said point also being the southeast corner of that certain tract of land recorded in Book 113 at Page 461 as Entry No. 146301 of deeds in the Summit County Recorder records; thence North 83°50'00" West 943.52 feet along the south line of said tract to a point on the easterly right of way line of the North Pace Frontage Road described in Book 1311 at Page 196 as Entry No. 561234 of said records; thence northerly along a non-tangent 787.40 foot radius curve to the right 533.24 feet through a central angle of 38°48'07", said arc having a chord bearing North 09°26'52" East 523.11 feet to a point on the southerly right of way line of Interstate Highway I-80, Project No. I-80-4(31) recorded in Book 1M at Page 48 as Entry No. 100938; thence following said I-80 right of way line the following five (5) courses: (1) northeasterly along a non-tangent 991.74 foot radius curve to the right 465.59 feet through a central angle of 26°53'56", said arc having a chord bearing North 45°09'40" East 461.33 feet, (2) North 59°20'08" East 790.30 feet, (3) thence North 58°36'38" East 345.57 feet, (4) North 31°23'22" West 25.00 feet, and (5) North 58°42'38" East 1135.86 feet to the southerly boundary of Silver Gate Drive; thence along the southerly boundaries of said Silver Gate Drive the following three (3) courses: (1) South 30°55'32" East 32.42 feet (South 30°31'33" East by prior survey Entry No. 262095 of the Summit County records); (2) southeasterly along a 235.00 foot radius curve to the left 150.78 feet through a central angle of 36°45'46", said arc having a chord bearing South 49°18'25" East 148.21 feet; and (3) South 67°41'18" East 792.02 feet (South 68°16'19" East by prior survey) to the westerly boundary of the Park City Fire Service District property recorded in Book 2353 at Page 818 as Entry No. 1045653; thence along said westerly boundary and the westerly and southerly boundaries of the Snyderville Basin Water Reclamation District property recorded in Book 860 at Page 373 as Entry No. 422249 the following two courses: (1) South 00°24'00" West 2061.88 feet, and (2) South 89°43'02" East 724.58 feet (748.50 feet by deed) to the east boundary of that certain parcel described in Book 264 at Page 367 as Entry No. 207308 of said records; thence along said east boundary South 1345.66 feet to the northeast corner of Lot 9, Silver Creek Commerce Center, Plat C; thence along the northerly boundary of said Plat C and Silver Creek Commerce Center, Plat A, the following three (3) courses: South 58°25'15" West 600.50 feet, (2) South 77°33'34" West 304.97 feet, and (3) South 76°22'47" West 325.40 feet to the easterly boundary of said Silver Creek Center Condominiums; thence along the easterly and northerly boundaries of said Silver Creek Center Condominiums and the Silver Creek Business Park Amended the following two (2) courses: (1) North 00°11'30" West 139.14 feet, and (2) North 89°43'02" West 1160.28 feet to the northwest corner of Lot 7, Silver Creek Business Park Amended; thence along the easterly boundary of the North Pace Frontage Road the following four (4) courses: (1) northwesterly along a non-tangent 1462.39 foot radius curve to the left 732.07 feet through a central angle of 28°40'55", said arc

having a chord bearing North 45°39'32" West 724.45 feet, (2) North 60°00'00" West 336.18 feet, (3) northwesterly along a 1402.39 foot radius curve to the right 150.91 feet through a central angle of 06°09'56", said arc having a chord bearing North 56°55'02" West 150.84 feet, and (4) North 28°43'02" West 68.48 feet to the south line of said Section 16; thence along said south line South 89°39'03" East 267.29 feet to the point of BEGINNING.

LESS AND EXCEPTING a tract of land located in the West Half (W2) of Section 15, the Southeast Quarter (SE4) of Section 16, the Northeast Quarter of the Northeast Quarter (NE4NE4) of Section 21 and the Northwest Quarter of the Northwest Quarter (NW4NW4) of Section 22, all in Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah described as follows:

BEGINNING at a stone marking the corner common to Sections 15, 16, 21 and 22 in Township 1 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 00°24'00" East 1195.99 feet (1193.81 feet by deed) to a point 1162.00 feet southerly measured perpendicularly to the southerly right of way line of Utah Department of Transportation Highway Project No.'s 76-D and 76(14), said point also being the southeast corner of that certain tract of land described in Book 113 at Page 461 of deeds in the Summit County Recorder records; thence North 83°50'00" West 943.52 feet along the south line of said tract to a point on the easterly right of way line of a frontage road described in Book 1311 at Page 196 of said records; thence northerly 533.24 feet along a non-tangent 787.40 foot radius curve to the right through a central angle of 38°48'07", said arc having a chord bearing North 09°26'52" East 523.11 feet to a point on the southerly right of way line of Interstate Highway I-80, Project No. I-80-4(31); thence following said I-80 right of way line the following five (5) courses: (1) northeasterly 465.60 feet along the arc of said curve through a central angle of 26°53'56", said arc having a chord bearing North 45°09'40" East 461.33 feet, (2) North 59°20'08" East 790.30 feet, (3) thence North 58°36'38" East 345.57 feet, (4) North 31°23'22" West 25.00 feet, and (5) North 58°42'38" East 1135.86 feet to the southerly boundary of Silver Gate Drive recorded in a Boundary Adjustment Agreement recorded in Book 2368 at Page 1213 as Entry No. 1051989; thence along the southerly boundaries of said Silver Gate Drive the following three (3) courses: (1) South 30°55'32" East 32.42 feet (South 30°31'33" East by prior survey Entry No. 262095 of the Summit County records), (2) southeasterly along a 235.00 foot radius curve to the left 150.78 feet through a central angle of 36°45'46", said arc having a chord bearing South 49°18'25" East 148.21 feet, and (3) South 67°41'18" East 792.02 feet (South 68°16'19" East by prior survey) to the westerly boundary of the Park City Fire Service District property recorded in Book 2353 at Page 818 as Entry No. 1045653; thence along said westerly boundary and the westerly boundary of the Snyderville Basin Water Reclamation District property recorded in Book 860 at Page 373 as Entry No. 422249 South 00°24'00" West 604.31 feet (South 00°02'46" West by deed); thence South 87°03'48" West 257.91 feet; thence northwesterly 951.94 feet along a non-tangent 465.00 foot radius curve to the left through a central angle of 117°17'42", said arc having a chord bearing North 62°30'30" West 794.20 feet; thence South 58°50'39" West 69.63 feet; thence southwesterly 65.33 feet along a 250.00 foot radius curve to the right through a central angle of 14°58'24", said arc having a chord bearing South 66°19'51" West 65.15 feet; thence South 73°49'03" West 78.34 feet; thence southwesterly 225.28 feet along a 350.00 foot radius curve to the left through a central angle of 36°52'44", said arc having a chord bearing South 55°22'41" West 221.41 feet; thence South 53°03'42" East 125.00 feet; thence southwesterly 65.73 feet along a non-tangent 225.00 foot radius curve to the left through a central angle of 16°44'21",

said arc having a chord bearing South 28°34'07" West 65.50 feet; thence southwesterly 21.11 feet along a reverse 15.00 foot radius curve to the right through a central angle of 80°38'33", said arc having a chord bearing South 60°31'13" West 19.41 feet; thence southwesterly 381.71 feet along a reverse 255.00 foot radius curve to the left through a central angle of 85°45'56", said arc having a chord bearing South 57°57'31" West 347.06 feet; thence South 15°04'34" West 567.67 feet; thence southwesterly 181.14 feet along a 670.50 foot radius curve to the right through a central angle of 15°28'45", said arc having a chord bearing South 22°48'56" West 180.59 feet; thence South 30°33'18" West 281.92 feet; thence southerly 283.17 feet along a 529.50 foot radius curve to the left through a central angle of 30°38'28", said arc having a chord bearing South 15°14'04" West 279.81 feet; thence South 00°05'09" East 210.71 feet; thence southeasterly 507.60 feet along a 630.00 foot radius curve to the left through a central angle of 46°09'51", said arc having a chord bearing South 23°10'05" East 493.98 feet; thence southerly 272.99 feet along a non-tangent 239.00 foot radius curve to the left through a central angle of 65°26'43", said arc having a chord bearing South 07°36'49" East 258.39 feet; thence South 35°53'39" East 2.50 feet; thence South 54°06'21" West 40.12 feet; thence southwesterly 64.27 feet along a 235.50 foot radius curve to the right through a central angle of 15°38'08", said arc having a chord bearing South 61°55'25" West 64.07 feet; thence southwesterly along a reverse 172.75 foot radius curve to the left 115.25 feet through a central angle of 38°13'24", said arc having a chord bearing South 50°37'47" West 113.12 feet; thence southwesterly 18.54 feet along a reverse 85.50 foot radius curve to the right through a central angle of 12°25'18", said arc having a chord bearing South 37°43'44" West 18.50 feet; thence southwesterly 112.62 feet along a reverse 532.50 foot radius curve to the left through a central angle of 12°07'02", said arc having a chord bearing South 37°52'52" West 112.41 feet; thence South 31°49'21" West 67.77 feet to a point on the northeasterly right of way of North Pace Frontage Road described in Warranty Deed No 360534 in Book 667 at Page 380, Summit County Records; thence along said northeasterly right of way the following four (4) courses: 1) northwesterly 14.01 feet along a non-tangent 1462.39 foot radius curve to the left through a central angle of 00°32'57", said arc having a chord bearing North 59°43'32" West 14.01 feet, 2) thence North 60°00'00" West 336.18 feet, 3) thence northwesterly 150.91 feet (149.06 feet by deed) along a 1402.39 foot radius curve to the right through a central angle of 06°09'56" (06°14'12" by deed), said arc having a chord bearing North 56°55'02" West 150.84 feet (North 56°52'54" West 148.99 feet by deed) to the easterly boundary of said Frontage Road described in Book 1309 at Page 728, and 4) thence North 28°43'02" West 68.48 feet (69.54 feet by deed) to the north line of said Section 21; thence along said north line South 89°39'03" East 267.29 feet (266.20 feet by deed) to the point of BEGINNING.

BEING MORE CURRENTLY DESCRIBED OF RECORD AS FOLLOWS:

All of Lots 3, 4, 8, 10, 11, 12, 14, 17, and 18, SILVER CREEK VILLAGE CENTER SUBDIVISION, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

All of SILVER CREEK VILLAGE CENTER LOT 2 SUBDIVISION, including, but not limited to, Lots 1 through 83 and Parcels A through G, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

LESS AND EXCEPTING Lot 1 of said Silver Creek Village Center Lot 2 Subdivision, now known as Elk Springs at Silver Creek Village Center Subdivision.

All of SILVER CREEK VILLAGE CENTER LOT 5 SUBDIVISION, including, but not limited to, Lots 1 through 46, Open Space 1, Open Space 2, and Common Areas, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

All of SILVER CREEK VILLAGE CENTER LOT 6 AND 7 SUBDIVISION, including, but not limited to, Lots 1 through 55 and Open Space 1, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

All of SILVER CREEK VILLAGE CENTER LOT 8 PHASE 1 SUBDIVISION, including, but not limited to, all of Lots 1 through 51, all Open Spaces, and all Common Areas, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

All of SILVER CREEK VILLAGE CENTER LOT 9 SUBDIVISION, including, but not limited to, Lots 1 through 3, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

LESS AND EXCEPTING Lot 1 of said Silver Creek Village Center Lot 9 Subdivision, now known as Central Village Condominiums.

All of SILVER CREEK VILLAGE CENTER LOT 13 & LOT 16 SUBDIVISION, including, but not limited to, Lots 1 through 48, Lots 101 through 147, all Open Spaces, and all Common Areas, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

All of the SILVER CREEK VILLAGE CENTER CONDOMINIUMS Project, including, but not limited to, Units A101 through A105, A201 through A208, A301 through A306, B101 through B105, B201 through B208, B301 through B306, all Open Spaces, and all Common Areas and Facilities, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

All of CENTRAL VILLAGE CONDOMINIUMS, a Utah Condominium Project, including, but not limited to, Units 111 through 118, 121 through 128, 131 through 138, 141 through 148, 211 through 218, 221 through 228, 231 through 238, and 241 through 248, all Open Spaces, and all Common Areas and Facilities, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

All of ELK SPRINGS AT SILVER CREEK VILLAGE CENTER SUBDIVISION, including, but not limited to, Lots 1 through 125, all Open Spaces, and all Common Areas, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

All of the SILVER CREEK VILLAGE CENTER LOTS 81 & 82 SUBDIVISION, including, but not limited to, Lots 1 through 14 and Common Areas, according to the official plat thereof on file and of record in the Summit County Recorder's Office.