

WHEN RECORDED MAIL TO:

Paxton R. Guymon, Esq.
Miller Guymon, P.C.
165 S. Regent St.
Salt Lake City, Utah 84111

ENTRY NO. 00968111

04/19/2013 09:39:12 AM B: 2181 P: 0418

Affidavit PAGE 1/17

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 166.00 BY MILLER GUYMON PC



AFFIDAVIT OF CORRECTIVE RECORDING

STATE OF UTAH)

COUNTY OF Summit)

:SS.

Kathryn A. Kunkel, being first duly sworn on her oath, deposes and states as follows:

1. I am the former President of the Summit Park Homeowners Association (the "HOA"). At all times relevant to the matters set forth herein, I was the President of the HOA. I am over the age of 18 and am personally familiar with the matters set forth herein. If called to testify, I could competently testify with respect to such matters.

2. On March 6, 2000, the HOA caused to be recorded with the Summit County Recorder that certain Amended and Restated Declaration of Restrictive Covenants for Summit Park Subdivision, as entry number 00560639, in book 01309, at pages 01415-01470 (the "CC&Rs"). As President of the HOA, I was personally involved in the creation of the CC&Rs and was familiar with its contents. I also confirmed that they were created with the necessary consents.

3. The CC&Rs as recorded are missing certain pages, namely pages 4, 6, 8, 10 and 12. I do not know why those pages are missing from the recording, except to say it was simply a ministerial mistake.

4. Attached hereto as Exhibit "A" is the true and correct version of the CC&Rs that were intended by the HOA to be recorded, and which are in effect against the applicable real property (the "Full CC&Rs"). For simplicity of recording this Affidavit, I have not attached all of the signature pages that were recorded with the CC&Rs, to the attached Full CC&Rs. However, the signature pages were correct at the time of recording, and were attached to the Full CC&Rs that should have been recorded, but for this ministerial mistake.

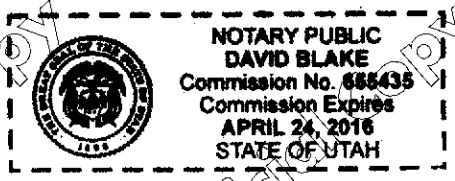
Further affiant sayeth not.

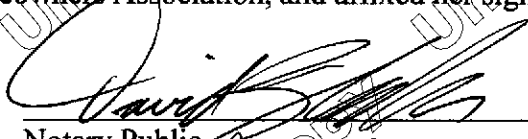
Dated this 3rd day of April, 2013.

Kathryn A. Kunkel, President of the Summit Park Homeowners Association

On this 3rd day of April, 2013, Kathryn A. Kunkel personally appeared before me in her capacity as President of the Summit Park Homeowners Association, and affixed her signature to this Affidavit of Corrective Recording.

[SEAL]




Notary Public
Residing at: Park City, Utah

Parcel Numbers

SU-A-1	SU-A-66
SU-A-2	SU-A-67
SU-A-3	SU-A-68
SU-A-4	SU-A-69
SU-A-5	SU-A-72
SU-A-6	SU-A-70
SU-A-7	SU-A-71
SU-A-8	SU-A-73
SU-A-9	SU-A-74
SU-A-10	SU-A-75
SU-A-11	SU-A-76
SU-A-12	SU-A-77
SU-A-13	SU-A-78
SU-A-14	SU-A-79
SU-A-15	SU-A-80
SU-A-16	SU-A-81
SU-A-17	SU-A-82
SU-A-18	SU-A-83-A
SU-A-19	SU-A-84
SU-A-20	SU-A-85
SU-A-21	SU-A-86
SU-A-22	SU-A-87
SU-A-23	SU-A-88B-AM
SU-A-24	SU-A-90
SU-A-25	SU-A-92
SU-A-26	SU-A-91
SU-A-27	SU-A-93
SU-A-28	SU-A-94
SU-A-29	SU-A-95
SU-A-30	SU-A-96
SU-A-31-32	SU-A-98
SU-A-33-32-1	SU-A-99
SU-A-34	SU-A-101
SU-A-35	SU-A-100
SU-A-36-37	SU-A-102
SU-A-38	SU-A-103
SU-A-39	SU-A-104
SU-A-40-41-A	SU-A-105
SU-A-41	SU-A-106
SU-A-42	SU-A-107
SU-A-43	SU-A-108
SU-A-44	SU-A-109
SU-A-45	SU-A-110
SU-A-46	SU-A-111
SU-A-47	SU-A-112
SU-A-48	SU-A-113
SU-A-49	SU-A-114
SU-A-50	SU-A-115
SU-A-51A-AM	SU-A-116
SU-A-52A-AM	SU-A-117
SU-A-53	SU-A-118
SU-A-54	SU-A-119
SU-A-55	SU-A-120
SU-A-56	SU-A-121
SU-A-57	SU-A-122
SU-A-58	SU-A-123
SU-A-59	SU-A-124
SU-A-60	SU-A-125
SU-A-61	SU-A-126
SU-A-62	SU-A-127
SU-A-63	SU-A-128
SU-A-64	SU-A-129
SU-A-65	

EXHIBIT “A”

AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
FOR
SUMMIT PARK SUBDIVISION

This Amended and Restated Declaration of Restrictive Covenants is made and executed effective the 2 day of March, 2000.

WHEREAS, various restrictive covenants have been imposed upon the Summit Park Plat A pursuant to various documents which have been recorded in the Office of the Summit County Recorder, including:

Restrictions on Summit Park Subdivision, January 11, 1957, and recorded on Feb. 13, 1957 as Entry No. 87566; and

WHEREAS, as evidenced by the various written acknowledgments attached hereto, a majority of the current owners of the various lots within the above-referenced Plat of Summit Park Subdivision have voted to amend these restrictive covenants in various respects, to establish a uniform set of restrictive covenants that apply to the above-referenced Plats of Summit Park Subdivision, in order to enhance and protect the value, desirability and attractiveness of the Summit Park Subdivision, and to restate said restrictive covenants in their entirety; and

WHEREAS, the Summit Park Homeowners Association, a Utah nonprofit corporation, is currently in existence, and it is desirable to make membership in that Association mandatory for all of the owners of lots within each of the above-referenced Plats of Summit Park Subdivision, and to delegate and assign to that Association the powers of maintaining, administrating and enforcing the restrictive covenants, and collecting and disbursing funds pursuant to the assessments and charges, all as set forth below.

NOW THEREFORE, a majority of the current owners of the various lots within the above-referenced Plat of Summit Park Subdivision, do hereby make the following Declaration.

ARTICLE I

PROPERTY SUBJECT TO DECLARATION

1.01 Property. The property subject to this Declaration shall be all of the lots (collectively "Lots" and individually "Lot") within Summit Park Plat A as recorded in the Office of the Summit County Recorder.

1.02 Imposition of Servitude. Each and every Lot shall be held, sold and conveyed subject to the covenants, conditions and restrictions contained with this Declaration, which are hereby declared to be for the benefit of all Lots as a whole, each Lot individually, and all of the owners thereof (collectively "Owners" and individual "Owner"), their successors and assigns. These covenants, conditions, and restrictions shall run with the Lots and shall be binding upon all parties having or acquiring any right, title or interest in or to any Lot, or any part thereof, and are imposed upon the Lots, and every part thereof, as a servitude in favor of each and every Lot or parcel thereof as the dominant tenement or tenements.

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ARTICLE II

**HOMEOWNERS ASSOCIATION
AND ARCHITECTURAL COMMITTEE**

2.01 Mandatory Membership. Every Owner shall be a member ("Member") of the Summit Park Homeowners Association, a Utah nonprofit corporation, (the "Association"). Membership in the Association shall be mandatory for all Owners of any Lot subject to this Declaration. Membership shall begin immediately and automatically upon becoming an Owner, and shall terminate immediately and automatically upon ceasing to be an Owner.

2.02 One Membership Per Lot. An Owner shall be entitled to one (1) membership in the Association for each Lot owned, which membership shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains. If title to a Lot is held by more than one person or entity, the membership appurtenant to that Lot shall be shared by all such persons or entities in the same proportionate interests and by the same type of tenancy in which title to the Lot is held.

2.03 Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with an interest in a Lot, be deemed to covenant and agree to pay the Association the assessments, charges and/or dues set forth in this Declaration, together with any costs of collection and interest thereon. All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (b) the personal obligation of the person who is the Owner of the respective Lot at the time the assessment falls due. No Owner shall exempt himself or his Lot from liability for payment of assessments by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall personally be jointly and severally liable with the grantor for all such unpaid assessments, late payment fees, interest and costs of collection, including reasonable attorney's fees related thereto, which are assessed to the Lot at the time of conveyance.

2.04 Annual Assessments. The amount and time of payment of annual assessments for each Lot shall be determined by the Board of Trustees of the Association, after giving due consideration to the current expenses and future needs of the Association. Written notice of the amount of the annual assessment, including the due date for payment thereof, shall be mailed to every Owner at the mailing address last provided to the Association by each Member. The first annual assessment after the effective date of this Agreement shall not be more than Twenty-Five Dollars (\$25.00) per Lot.

2.05 Special Assessments. From time to time the Association may impose special assessments upon each Lot for the purpose of defraying, in whole or in part, any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration or its Articles of Incorporation. Any special assessment must receive the prior affirmative consent of at least two-thirds (2/3) of the Members present in person or by written proxy that are entitled to cast a vote at a meeting of the Members duly called for the specific purpose of considering a special assessment. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) and no more than thirty (30) days prior to the meeting date. Written notice of the amount of any special assessment so approved, including the due date for payment thereof, shall be mailed to every Owner at the mailing address last provided to the Association by each Member.

2.06 Effect of Nonpayment and Remedies. Any assessment not paid when due shall, together with interest and costs of collection thereof, be, constitute and remain a continuing lien on the affected Lot; provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such assessments became due. If the assessment is not paid in full within sixty (60) days after the date on which it was due, the unpaid amount thereof shall bear interest from the due date until date of payment at the rate of eighteen percent (18%) per annum. The Association may bring an action either against the Owner who is personally liable for the unpaid assessment or to foreclose the lien against the Lot. Any judgment obtained by the Association shall include reasonable attorney's fees, court costs, and each and every expense incurred by the Association in pursuing collection.

2.07 Architectural Committee. It is the intent and purpose of this Declaration to impose architectural, building and use standards of a type and nature which result in uses, structures and improvements which maintain and compliment the present natural beauty and surroundings of the subdivision. Furthermore, the intent and purpose of this Declaration is to ensure that the uses, structures and improvements comply with the covenants, conditions and restrictions set forth in this Declaration. To accomplish these goals, the Owners hereby establish an architectural committee ("Architectural Committee"), which is empowered to oversee and enforce the architectural design standards, and other covenants, conditions and restrictions with respect to improvements upon the Lots, set forth in this Declaration. No improvements of any kind shall be constructed, maintained or allowed to stand upon any Lot without the prior written approval of the Architectural Committee. The absence of such prior written approval by the Architectural Committee for any improvements made after the date of this Declaration shall be grounds for injunctive relief regarding the removal of any such improvements. Members of the Architectural Committee shall be selected in accordance with rules established by a majority vote of the Board of Trustees of the Association. The Architectural Committee shall review and approve or deny plans submitted to the Architectural Committee pursuant to rules established by a majority vote of the Board of Trustees of the Association.

2.08 Variances. The Architectural Committee may, in its sole discretion, by an affirmative vote of a majority of its members, allow reasonable variances as to any of the provisions set forth in Article III of this Declaration.

2.09 Appealing Disapprovals of Architectural Committee. Any person acquiring title to any Lot, or any person submitting plans or other requests to the Architectural Committee for approval, by so doing shall be deemed to have agreed and covenanted to follow the following procedure regarding appeals of any disapprovals of the Architectural Committee if the person desires to challenge such disapproval.

(a) The person whose plans or other request has been disapproved by the Architectural Committee shall appeal to the Board of Trustees of the Association. The appeal shall be initiated by the submission of a written statement to the Board of Trustees by the aggrieved person setting forth the grounds for challenging the disapproval of the Architectural Committee. The above written statement must be received by the Board of Trustees no later than thirty (30) calendar days after the date that written notice of the Architectural Committee's disapproval is either personally delivered to the aggrieved person or deposited in the United States mail, with first class postage thereon prepaid, addressed to the aggrieved person at the mailing address last provided to the Architectural Committee by that person, or the aggrieved person shall be deemed to have waived any and all rights to challenge the disapproval. A special meeting of the Board of Trustees shall then be convened within sixty (60) calendar days of the date the above written statement is received by the Board of Trustees in order to address the appeal. At the special meeting the aggrieved person shall be given a reasonable opportunity to present written and/or oral arguments as to why the plans or request should be approved. Any member of the Board of Trustees who was also a member of the Architectural Committee at the time the subject disapproval was made shall be disqualified from hearing the appeal to the Board of Trustees. The affirmative vote of at least two-thirds (2/3) of the Board of Trustees (exclusive any members disqualified as set forth above) shall be necessary to overturn a disapproval of the Architectural Committee. The Board of Trustees shall render a decision regarding the appeal within thirty (30) calendar days after the date the special meeting is held, and in the absence of such a decision the Architectural Committee's disapproval shall be deemed to have been upheld by the Board of Trustees.

(b) If the person whose plans or other request has been disapproved by the Architectural Committee desires to challenge a decision of the Board of Trustees to uphold such approval, before any other action may be taken by the aggrieved person, they shall submit the matter to mediation. The mediation shall require the participation of the aggrieved person and such members of the Board of Trustees as have been designated by the Board of Trustees as having the power and authority to act on behalf of and bind the Association in the mediation process. The mediation shall occur in either Summit or Salt

Lake County, Utah, and shall be conducted in accordance with the then-existing rules of the American Arbitration Association. If the parties are unable to mutually agree upon a mediator, one shall be appointed by the American Arbitration Association (or comparable dispute resolution organization mutually agreed upon by the parties) who has experience in mediating similar disputes. The mediation shall consist of at least one mediation session with the mediator. All costs of mediation shall be paid by the aggrieved party challenging the subject disapproval.

2.10 Trustees and Architectural Committee Not Liable. No member of the Board of Trustees or the Architectural Committee shall be liable to any Owner of a Lot or any other individual or entity regarding any action, inaction, approval or disapproval, of any set of plans submitted to the Architectural Committee for review. In the absence of bad faith or malicious actions, the Owners shall have no claim against the Board of Trustees, the Architectural Committee, or any member thereof, as a result of the performance or failure to perform the duties created by this Declaration or the Architectural Committee rules established by the Board of Trustees of the Association. Each Owner has the right to enforce this Declaration against any other Owner, and may seek independent redress if he believes that the Architectural Committee has acted improperly.

2.11 Enforcement Powers. The Association shall have the power to enforce the provisions of this Declaration by actions in law or equity brought in its own name. The Association shall have the power to retain professional services needed for the enforcement of the provisions of this Declaration, and to incur expenses for that purpose. The Board of Trustees of the Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of this Declaration or the other exercise of its powers. The Board of Trustees of the Association shall have the exclusive right to initiate enforcement actions in the name of the Association, however, this shall not limit the rights of individual Owners to personally enforce these covenants in their own name. The Board of Trustees of the Association may appear and represent the interest of the Association at all public meetings concerning any matter of general application and interest to its Members.

2.12 Attorney's Fees. If the Association is required to consult with an attorney for the purpose of collecting past due assessments, or enforcement of other covenants, conditions, or restrictions in this Declaration, the Owner in default or violation agrees to reimburse the Association for its reasonable attorney's fees, whether suit is filed or not. The Association will send written notification in the United States mail, registered, postage prepaid, to any Owner in default or violation no less than thirty (30) days prior to a suit being filed. If a suit is filed, the prevailing party shall recover all enforcement costs, including all actual attorney's fees reasonably incurred, whether the action is based on legal or equitable principles or both. If an Owner successfully brings suit against another Owner in order to enforce the covenants, conditions, or restrictions set forth in this Declaration, the Owner in violation agrees to reimburse the Owner for his reasonable attorney's fees and costs.

2.13 Violation Notice. The Owner and/or contractor shall respond within three (3) working days of receiving any notice from the Architectural Committee regarding any violation or notice that the condition of a site is not in conformity with any provision(s) of this Declaration.

ARTICLE III

PERMITTED AND PROHIBITED LAND USES AND BUILDING SPECIFICATIONS

3.01 Existing Structures, Uses and Improvements Grandfathered. Any and all uses, structures and improvements existing as of the date of this Declaration are hereby declared to be express permitted variances from the covenants, conditions and restrictions set forth in this Declaration and shall not be considered violations of this Declaration. However, existing uses, structures and improvements which do not comply with the covenants, conditions and restrictions set forth in this Declaration shall not be considered as support for the granting of future variances which are similar in nature to these existing uses, structures and improvements which otherwise would be in violation of this Declaration.

3.02 Compliance With Zoning Regulations. All Lots shall be occupied or used in a manner which is consistent with the municipal zoning regulations and ordinances applicable thereto.

3.03 Building Height. No building height shall exceed three (3) stories or thirty-six (36) feet above finished grade elevation. The complete set of plans (as submitted to the applicable municipality for approval) must show the front, all sides, and the rear elevation drawing of the building, with both the natural grade and the finish grade clearly shown and identified with the corresponding topography footage, on each drawing.

3.04 Dwelling Square Footage. No single story dwelling shall be erected or placed on any Lot with floor space of the dwelling less than one thousand five hundred (1,500) square feet on the main floor level, excluding garage, carport, patio and basement. Two (2) or more story dwellings shall have at least one thousand two hundred (1,200) square feet on the main floor level, exclusive of garage, carport, patio, and at least eight hundred (800) square feet finished area on other levels excluding garage, carport, patio and basement. Variances may be granted dependent on terrain and/or lot size.

3.05 Setbacks. No building shall be located on or nearer than twenty-five (25) feet from any abutting street's existing edge of asphalt or fifteen (15) feet from any abutting street's right-of-way line, whichever is greater. No building shall be located nearer than twelve (12) feet to any side lot line or nearer than twelve (12) feet to any rear lot line.

3.06 Garage. Every dwelling must have a minimum of a two-car garage and may have a maximum of a four-car garage. Garages may be attached to the dwelling or may be a separate structure. Dwellings may have a carport which will accommodate a maximum of two (2) vehicles in addition to a garage.

3.07 Driveway. Every dwelling must have a paved driveway which can accommodate at least two (2) parked vehicles. Variances may be granted with regard to parking capacity, dependent on topography and or lot size.

3.08 Accessory Buildings. All dwellings may include the following accessory buildings and structures not used for residential occupancy: greenhouses, private swimming pools, pool houses, various sport courts, arbors, pergolas, and storage sheds. Each of these structures must be approved in writing by the Architectural Committee prior to construction.

3.09 Residential Purposes. The Lots within the subdivision shall be used exclusively for single-family residential living purposes, and shall never be occupied or solely used for any commercial or business purpose. Any Owner or their duly authorized agent may rent or lease said Owner's residential building from time to time, however, nightly rentals are prohibited.

3.10 Landscaping/Re-Vegetation Plan. A landscaping and/or re-vegetation plan must be submitted to and approved in writing by the Architectural Committee prior to the beginning of construction. All landscaping and/or re-vegetation must be completed within one (1) year of the issuance of a Certificate of Occupancy.

3.11 Removal of Trees. No trees shall be removed unless absolutely necessary for the ingress and egress, construction, and reasonable safety considerations of the dwelling and other structures on the Lot without the prior written approval of the Architectural Committee.

3.12 Restoration of Cut and Fill. Owners shall be responsible for the restoration of cut and fill slopes between the street(s) and each respective property line within a period of one (1) year from the beginning of construction. All cut or fill slopes shall be restored as per the Owner's landscaping plan for the Lot at the sole expense of the Owner.

3.13 Building Completion Time Frame. All exterior construction must be completed within a period of one (1) year from the date construction of the building was started.

3.14 Completion Required Before Occupancy. No building on any Lot shall be occupied until the Owner of the Lot has completed the building in accordance with, and complied with, all approved plans and specifications, and a Certificate of Occupancy has been issued by the appropriate municipal body.

3.15 Notification of Construction Activity. Owners or their contractors shall notify neighboring residence owners of any dangerous proposed construction activities at least two (2) days prior to the commencement of such activities. Blasting shall be permitted only with the prior written consent of the Architectural Committee, and shall only be performed by qualified and insured personnel.

3.16 Construction Maintenance. The Owner and/or their contractor shall regularly inspect the site and access roadways, and shall perform whatever clean-up and maintenance is necessary to maintain these areas in a clean, orderly and signily condition. Burning of scrap lumber or other construction waste materials is strictly forbidden. For sanitary reasons, the owner and/or contractor must provide a regularly serviced portable toilet for the duration of new home construction.

3.17 Construction Time Activity. No exterior construction shall be permitted between 7:00 p.m. and 7:00 a.m.

3.18 Construction Traffic Flow. Construction work and/or activity shall not obstruct the flow of residential traffic. There shall be at least two (2) on-site parking spaces for vehicles at all times during construction work and/or activity on a Lot.

3.19 Construction Plan Approval. Prior to the construction of, alteration of, or addition to any building, dwelling or other structure, the construction plans and specifications, as well as a plan showing the location of the structure, must have been approved in writing by the Architectural Committee regarding quality of workmanship, materials, harmony of external design with existing structures, location with respect to topography and finished grade elevation, and compliance with other architectural guidelines.

3.20 Maintenance. Each Owner shall maintain their Lot, as well as all improvements on their Lot, in an attractive and safe manner so as not to detract from the surrounding community. All Owners shall be responsible for keeping such Lots clean in appearance, in good repair, and free from all refuse and fire hazards, including dead and diseased trees.

3.21 Temporary Structures. No structure of a temporary character, including, but not limited to, a trailer, mobile home, or motor home, or a basement tent, shack, garage, barn or other outbuilding, shall be used on any Lot at any time as a residence, either temporary or permanently. No dwelling on any Lot shall be occupied in any manner prior to its completion without prior written approval of the Architectural Committee. No old or secondhand structures shall be moved onto any of the Lots without prior written approval of the Architectural Committee.

3.22 Location of Storage and Utility Buildings. Location of all storage and utility buildings, as well as refuse containers, air conditioning equipment, mechanical equipment, clothes drying lines, tanks of any sort, utility pipes, etc., must be placed in such a manner as not to be conspicuous from the frontage street.

3.23 Offensive Trade or Activities. No noxious or offensive trade or activity shall be carried on upon any Lot or any part of portion thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the occupants of the remaining Lots.

3.24 Businesses. No businesses of an industrial nature are allowed on or about any Lot. No person will be allowed to operate a business out of a residence unless the business is a professional or service type with low impact regarding traffic and visibility. No construction vehicles or machinery will be allowed to be stored on any Lot unless prior written approval is obtained from the Architectural Committee. No large commercial vehicles or trailers will be stored on any Lot if visible.

3.25 Animals and Livestock. No animals, livestock or poultry of any kind, including, but not limited to, horses, cattle, sheep, chickens, etc., shall be raised or kept on any Lot. Dogs, cats and other household pets may be kept provided that they are not kept or maintained for any commercial purpose. Any Owner who keeps dogs shall maintain suitable facilities to keep said pets confined and not free to roam the neighborhood. All dogs must be leashed whenever the dog is outside the property of its owner.

3.26 Fences. No fences, walls or hedges shall be allowed on any Lot in excess of a height of six (6) feet unless prior written approval of the Architectural Committee is obtained.

3.27 Waste Material. No Lot shall be used or maintained as a dumping ground for trash, rubbish, garbage, construction materials, vehicles or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material must be kept in a clean and sanitary condition and away from public view. No rubbish, trash, construction materials, papers, junk or debris shall be burned upon any Lot.

3.28 Recreation Vehicles. No automobiles, trucks, motorcycles, trail bikes, snowmobiles, four-wheel-drive vehicles or other motorized vehicles shall be operated on or about any Lot other than on the public roadways, private driveways, and established parking areas.

3.29 Environmental Pollution. In the interest of public health and sanitation, and so the Lots and all other land in the same locality may be benefitted by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife and other public uses thereof, the Owners will not use any Lot for any purpose that would result in the pollution of any stream, wash or any other type of waterway that flows through or adjacent to such Lot by refuse, sewage, oil or gas, or other material that might tend to pollute the waters of any such stream or streams or otherwise impair the ecological balance of the surrounding lands.

3.30 Hunting. Any harassment, hunting or other cruelty to any wildlife on the lands or in the waters within or bordering any Lot is strictly prohibited. Owners shall be responsible for their children, pets and guests in complying with this provision.

3.31 Fire and Fireworks. No open fires or fireworks are allowed on or about any Lot. No camping will be allowed on any Lot without prior written approval from the Architectural Committee.

3.32 Signage. No sign of any kind shall be nailed to any tree on any Lot. No signs shall be maintained on any Lot, except professionally painted signs with not more than six and one-quarter (6.25) square feet of area advertising the property for sale or rent.

3.33 Duplicate Plans. No two (2) dwellings may have substantially identical exterior designs and/or appearances on any Lots.

3.34 Certified Survey. A copy of the certified survey for a Lot must be submitted to the Architectural Committee prior to excavation or construction thereon, and all lot corners must be visibly staked.

3.35 Visible Address Numbers. All dwellings on Lots shall have a clearly visible address number displayed.

3.36 Exterior Lighting. Any light used to illuminate garages, patios, parking areas, or for any other purpose shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists.

3.37 Specification of Finish Materials. Specifications of exterior finish materials and colors must be submitted to and approved in writing in advance of use by the Architectural Committee. If all finish materials and colors have not been determined at the time of plan submission, samples must be submitted prior to installation of such materials. In the event the Owner or their contractor fails to submit color samples prior to application, said Owner shall be solely responsible for any non-compliance and costs of removal.

3.38 Specification of Exterior Materials. All exterior material shall be new and, except for the roof, shall be made of natural wood, stone, brick, used brick, or stucco; any other exterior material must be approved in writing in advance of use by the Architectural Committee. The use of cinder block as exterior finishing is prohibited. The use of T-111 siding is prohibited.

3.39 Neighborhood Compatibility. No structure or improvement shall be permitted that is not compatible and in harmony with existing structures and improvements, and the natural beauty of the land surrounding the Lots. The design of a dwelling must be compatible with the Lot upon which it is being built. A dwelling shall not be placed so high or so low on a Lot that it causes problems with adjoining Lots. In reviewing and approving plans and specifications for a dwelling, the Architectural Committee shall strive to establish and maintain a community with an alpine appearance to it, including, but not limited to, requiring a minimum of a 6/12 pitch regarding the roof of any dwelling, provided that the Architectural Committee may grant a variance regarding the 6/12 pitch or greater requirement if the subject dwelling is otherwise in harmony with the appearance of an alpine community.

3.40 Roofing. Metal or fire retardant shingles are recommended, or architectural grade asphalt shingles, having at least a thirty (30) year guarantee may be used. Any other roofing materials must be approved in writing by the Architectural Committee prior to installation. Asphalt shingles must meet or exceed the specifications of the GAF "Timberline" series with an approximate weight of two hundred ninety (290) pounds. Wood shake shingles are prohibited because of rapid deterioration and fire hazard in the alpine environment. The use of galvanized roofing is prohibited.

3.41 Construction Disturbance Fencing. Whenever a dwelling or other structure is to be constructed upon any Lot, prior to the commencement of any construction activity an orange (or other brightly colored) construction fence shall be erected upon the Lot which clearly identifies the limits of disturbance to the Lot resulting from the construction.

ARTICLE IV

GENERAL PROVISIONS

4.01 Amendments. Except as expressly stated otherwise in this Declaration or required by law, this Declaration is subject to amendment only upon the affirmative vote of Owners of record owning more than fifty percent (50%) of the Lots subject to this Declaration. Any and all amendments or other modifications of this Declaration must be in writing and recorded in the office of the Summit County Recorder.

4.02 Successors and Assigns. This Declaration and all the terms and provisions hereof shall be binding upon the Owners, their respective legal representatives, heirs, successors and assigns.

4.03 Counterparts. This Declaration may be executed in one or more counterparts, each of which, together with counterparts executed by the Owners, shall constitute one and the same original instrument.

4.04 Captions and Pronouns. Captions contained in this Declaration are inserted only as a matter of convenience and for reference, and in no way do they define, limit or describe the scope of this Declaration or the intent of any provision hereof. Whenever the singular number is used in this Declaration and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, partnership, firm, association or other entity.

4.05 No Waiver. No delay or omission in the exercise of any power, remedy or right herein provided or otherwise available to the Association or an Owner shall impair or affect the right of the Association or any Owner to exercise the same. Any extension of time or other indulgence granted to an Owner hereunder shall not otherwise alter or affect any power, remedy or right of any other Owner or the Association, or the obligations of the Owner to whom such extension or indulgence is granted.

4.06 Severability. If any provision of this Declaration, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Declaration, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned parties have consented to the foregoing Amended and Restated Declaration of Restrictive Covenants for Summit Park Subdivision, effective as of the date set forth above.