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Ent 1268298 Bk 2205 Pg 0948
Date 01-Dec-2020 04:54PM Fee \$86.00
Michael Glead, Rec. - Filed By SA
Cache County, UT
For HICKMAN LAND TITLE LOGAN
Electronically Submitted by Simplifile

SUMMIT CREEK PLACE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made on the date hereinafter set forth by OBODO Development, LLC a Utah Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is and acts on behalf of the owners of the real property known as, or to be known as, Summit Creek Place, which is more particularly described in "Exhibit A" attached hereto and by this reference incorporated herein, hereinafter referred to as the "Entire Property"; and

WHEREAS, the Property consists of the land above described, together with certain residential buildings hereafter to be constructed upon the Property; and

WHEREAS, the Declarant has constructed, will construct or allow construction of the residential buildings and other improvements upon the Property in accordance with the plans and drawings set forth in the Record of Survey Map to be filed in the office of the County Recorder for Cache County, Utah; and

WHEREAS, the Declarant hopes to create in Summit Creek Place a carefully planned community which will provide an attractive place to live. Declarant presently plans to organize within Summit Creek Place a number of residential areas (each a "Project"). Other areas within or adjacent to Summit Creek Place may be devoted to various recreational purposes, or to public or private parks and open space areas; and

WHEREAS, Declarant will provide leadership in organizing and administering Summit Creek Place during the development period, but expects property owners in Summit Creek Place to accept the responsibility for community administration by the time the development is complete;

WHEREAS, one of the primary purposes of this Declaration is to provide for the ownership, maintenance and use of certain Community Open Space Parcels, common structures, and roadways (defined below) that will be owned and operated by an owners association for the benefit of all properties now or later made subject to the Declaration. In addition, Projects made

Summit Creek Place – Declaration of Covenants, Conditions and Restrictions

subject to this Declaration may be subject to Project Declarations which impose additional or different restrictions on the use of property within such Projects and may establish Project Open Space Parcels for the benefit of the owners within such Projects; and

WHEREAS, funds for the maintenance and development of Community Open Space Parcels and Community Facilities generally will be provided through assessments against those who purchase property within Summit Creek Place, although to assist with the development of Summit Creek Place, Declarant may from time to time itself provide some Improvements. For the protection of all Owners of property in Summit Creek Place there will be a system designed to assure that each person who purchased property in Summit Creek Place will pay an equitable share of the moneys necessary for the maintenance and development of the Community Open Space Parcels and the Community Facilities.

NOW, THEREFORE, Declarant hereby declares that the Entire Property described above shall be held, sold, conveyed, transferred, developed, leased, subleased, and occupied subject to the following covenants, conditions and restrictions which shall run with the Entire Property or any portion thereof and which are for the purpose of protecting the value and desirability of the Entire Property, and every portion thereof, and shall be binding upon all parties having any right, title, or interest in the Entire Property or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Summit Creek Place – Declaration of Covenants, Conditions and Restrictions

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the "SUMMIT CREEK PLACE HOMEOWNERS ASSOCIATION", its successors and assigns. By filing this declaration with the County Recorder's office, the Association, along with its governing abilities, shall be in force with all authority and power as outlined herein.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the residential development. The Owners shall include the future owners of other parcels as shown in Exhibit "A".

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described on Exhibit A attached hereto and incorporated herein.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the residential development with the exception of the Common Area.

Section 5. "Declarant" shall mean and refer to all Owners currently affected herein and as have signed below and OBODO DEVELOPMENT, LLC, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 6. "Front Yard" shall mean and refer to the portion of a Lot immediately adjacent to the street and most visible therefrom. Any Lot where the location and acreage of the "Front Yard" may be difficult to ascertain shall be determined by the Committee. The Committee's determination of the "Front Yard" for an individual Lot shall be final.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Common Easement Areas shall consist of two types: (i) easements reserved over land for signage and visual landscape features and (ii) land reserved for private roads and trail. Such areas are to be maintained by the Association and no changes in the use or improvement of those areas will be permitted without written

Summit Creek Place – Declaration of Covenants, Conditions and Restrictions

authorization by the Management Committee of the Association. No building, wall, fence, paving, landscaping or construction of any type shall be erected or maintained by any Owner so as to trespass or encroach upon the Common Easement Areas. Unless the plat specifically indicates that a tract or parcel is a “Community Easement Area,” the tract or parcel shall be deemed to be Project Common Area.

Every Owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of the Owners has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws adopted by the Association, his right of enjoyment to the Common Area and facilities to a member of the owner’s family, or owner’s tenants, or contract purchasers who occupy the property.

Section 3. Lot Creation; Declarant Limitation. There is no limitation on the number of Lots or Living Units which Declarant may create or annex to Summit Creek Place, except as may be established by applicable ordinances of Smithfield and/or Cache County. Similarly, there is no limitation on the right of Declarant to annex common property, except a may be established by Smithfield and/or Cache County. Declarant does not agree to build any specific future Improvement, but does not choose to limit Declarant’s right to add additional Improvements.

Section 4. Withdrawal of Property. Subject to such Smithfield and/or Cache County approvals, as may be required by Smithfield and/or Cache County ordinances or any

Summit Creek Place – Declaration of Covenants, Conditions and Restrictions

development agreement entered into between the Declarant and Smithfield applicable to Summit Creek Place, Declarant may withdraw property from Summit Creek Place only by duly adopted amendment to this Declaration, except that Declarant may withdraw all or a portion of the Initial Property or any Additional Property annexed pursuant to a declaration at any time prior to the sale of the first Lot in the respective plat of the Initial Property, or in the case of Additional Property, prior to the sale of the first Lot in the property annexed by the supplemental declaration. Such withdrawal shall be by a declaration executed by Declarant and recorded in the deed records of Cache County, Utah. If a portion of the Property is so withdrawn, all voting rights otherwise allocation to Lots being withdrawn shall be eliminated, and the common expenses shall be reallocated. Such right of withdrawal shall not expire except upon sale of the first Lot within the applicable phase of the Property as described above.

***ARTICLE III
MEMBERSHIP AND VOTING RIGHTS***

Section 1. Every owner of a Lot that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Section 2. Voting Rights: All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Annexed Lots. Upon annexation, additional Lots so annexed shall be entitled to voting rights as set forth herein.

Section 4. Declarant Control of Association. Unless otherwise voluntarily released by Declarant, Declarant shall maintain all operational control of the Board, and be the only member of the Board, until such time as persons other than Declarant or Declarant's subsidiaries or agents own at least 66% of all lots in the Entire Property.

***ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS***

Summit Creek Place – Declaration of Covenants, Conditions and Restrictions

Section 1. Creation of the Lien and Personal Obligation of Assessments. Excepting the Declarant, the Current Lot Owners for each Lot owned within the Properties, hereby covenant, and each future Lot Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty-five percent (25%) of all the votes (whether by proxy or present) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall

Summit Creek Place – Declaration of Covenants, Conditions and Restrictions

be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments may be collected on a monthly basis and must be fixed at a uniform rate.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the recording of this declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Declarant shall not have to pay any assessments on any Lots or Properties it owns until a Dwelling Unit on said Lot is completed and a permit of occupancy has been issued to a subsequent purchaser.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12) percent per annum. Additionally, all delinquent payments shall be subject to a thirty dollar (\$30) late payment fee. Said late payment fee may be periodically adjusted as determined by the Board. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to

Summit Creek Place – Declaration of Covenants, Conditions and Restrictions

payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Recapitalization Fee. In every instance when title to a Lot is transferred, a fee of four hundred and ninety-five dollars (\$495) shall be assessed the grantee of said title transfer. Said fee shall be used as a recapitalization fee for the Association's use. A one-time transfer of title from an individual(s) to a family or individual trust shall be exempt from the recapitalization fee. Pursuant to Section 5, the recapitalization fee may be altered by a vote of the Association.

Section 10. Utilities. All community utility payments, including, but not limited to, garbage, water, sewer, landscaping costs, external electricity for common areas, and all snow removal shall be paid by the Association. Collection of funds for payment by the Association for these services shall be part of the monthly assessment for each lot. Lot owners shall be solely responsible for the payment of individual power and gas utility bills.

Section 11. Initial Annual Assessment. The initial annual assessment shall be one thousand, five hundred and sixty (\$1,560) annually, which shall be payable in equal monthly installments. The Board shall have the authority to raise the annual assessment as reasonably necessary to maintain the standards of the Community. Any single annual assessment increase of more than twenty-five percent (25%) shall require a vote of Members.

ARTICLE V
SPECIFIC STANDARDS AND RESTRICTIONS ON USE

Section 1. Partial Prohibition: No portion of the Entire Property shall be used for activities other than those related to Summit Creek Place. The type and location of all uses shall be approved by the Association.

Section 2. Performance Standards: No Lot or Improvement shall be used for any offensive and/or unlawful purpose, nor for any activity which does not comply with federal, state, and local laws and regulations regarding noise, odor, air quality, water quality, waste water discharge, electrical interference, and hazardous materials. The following, though not an exhaustive list, are strictly prohibited from any Lot: rubbish, trash, vehicle(s) in disrepair, clothes

Summit Creek Place – Declaration of Covenants, Conditions and Restrictions

lines, signage, and any other act or material that could potentially lead to the increase in insurance rates for the Lot individually or the HOA as a whole. Lot Owners shall maintain good housekeeping standards, keeping Lots free of rubble and trash. Lot Owners shall not store, maintain or keep fire hazards, explosives or dangerous materials within the Community.

Section 3. Insurance: All Owners, and/or their tenants, shall maintain property (homeowners) insurance and/or general liability insurance. Additionally, based on federal, state, or local ordinance, if the HOA is required to provide insurance on any portion of the development, such insurance will be calculated into the monthly assessment rate.

Section 4. Residential Use. Residential Lots shall only be used for residential purposes. Except with the consent of the Committee, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Residential Lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of Living Units, (b) the right of Declarant or any contractor or homebuilder to construct Living Unit as a sales or rental office or model home or apartment for purposed of sales or rental in Summit Creek Place, and (c) the right of the Owner of a Residential Lot to maintain his professional personal library, keep his personal business or professional records or accounts, handle his personal business or professional records or accounts, handle his personal business or professional telephone calls or confer with business or professional associates, client foregoing to the contrary notwithstanding, an Owner or the Owner's contractor may, during the period of construction as specified herein, place and maintain upon a Lot no more than one (1) dumpster and one (1) portable toilet facility.

Section 5. Vehicle and RV Parking: No recreation vehicles, trailers, boats all-terrain vehicle ("ATV"), or utility task vehicle ("UTV") are to be parked on any roadway within the development, whether privately owned by the development or a publicly dedicated roadway. Additionally, no vehicles shall be parked, temporarily nor permanently in a fashion that impedes ingress and egress to any residence or garage within Summit Creek Place.

Summit Creek Place – Declaration of Covenants, Conditions and Restrictions

Section 6. Animals: The following are restrictions related to domestic, agricultural and wild animals:

(a) Household Pets. Household pets are subject to the restrictions imposed by Smithfield City ordinances for a single-family residence. In addition to compliance with all Utah Code and/or Smithfield City Ordinances, Lot Owners who possess household pets are responsible to dispose of animal fecal matter left by the Lot Owner's pet in appropriate fashion. Failure to properly clean up pet fecal matter will subject the Lot Owner to financial penalties by the Association. The Board shall have discretion to make adopt a pet policy if such policy, at the Board's sole discretion, shall become necessary.

(b) Livestock. Livestock, as defined in the Utah Code and/or Smithfield City Ordinances, is strictly prohibited.

(c) Wildlife. The hunting, capture, containment, and harassment of wildlife within the Summit Creek Place are prohibited. Wildlife that becomes a nuisance is to be managed through measure recommended by the Association or authorized state wildlife management agency. Irrigated and maintained landscape areas surrounding on each Lot should be landscaped with plants and materials that are unpalatable to big game and rodents. The feeding of game animals is strictly prohibited.

Section 7. Maintenance of Lots: Buildings, outbuildings, landscaping and other improvements shall be continuously maintained to preserve a well-maintained appearance. If the appearance of a Lot falls below reasonable levels, the Association, or its successor, shall notify the Owner of a Lot in writing and the Owner shall have thirty (30) days after receipt of such notice to restore the property to an acceptable level of maintenance. Should the owner fail to do so, the Association, or its successor, may order the necessary work done at the expense of the Owner of the Lot. Lots that are held in ownership but not occupied are subject to the same maintenance conditions. All landscape maintenance shall be performed by the Association.

Section 8. Preservation of Views: The Association shall have exclusive control over the planting and growth of trees on Lots in order to prevent one Lot owner or occupant from planting trees, or allowing trees to grow, so as to significantly and substantially impair the view from the other lots. The lot owner or his occupant is strictly prohibited from planting trees or shrubs. Violation of this Section may result in financial penalty to the lot owner who violates.

ARTICLE VI
ARCHITECTURAL AND DEVELOPMENT CONTROLS

Summit Creek Place – Declaration of Covenants, Conditions and Restrictions

Section 1. Architectural and Development Control Committee: The Association shall appoint a three (3) member Architectural and Development Control Committee, herein referred to as the “Committee”, the function of which shall be to ensure that any and all improvements and/or alterations to any lot or building on the Entire Property harmonize with existing surroundings and structures and meet the restrictions and requirements described in this Declaration or as contained in any Development Guidelines established by the Committee.

Section 2. Submission to Committee: No Improvement shall be constructed and no significant alteration of any Improvement situated on a Lot shall be performed, unless complete plans and specifications therefore have first been submitted to and approved in writing by the Committee, which approval shall not be unreasonably refused.

Section 3. Approval Procedure: Any plans and specifications submitted to the Committee shall be approved or disapproved by it in writing within thirty (30) days after submission. In the event the Committee fails to take any action within such period, it shall be deemed to have approved the material submitted; provided, however, that with respect to any such material which constitutes a variation or waiver of any of the requirements in this Declaration stated, such variation or waiver shall be deemed to have been refused. Approval by the Committee shall be in addition to, and shall not supercede compliance with all Association requirements involving, but not limited to, the conditional use permit controlling the development of the Lot.

Section 4. Standards: In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to ensure that all improvements, construction, landscaping, and alterations on Lots within the Entire Property conform to and harmonize with the requirements and restrictions of this Declaration.

Section 5. Development Guidelines:

- (a) The Committee shall adopt such Development Guidelines as it deems necessary to inform owners and interested parties of the standards which will be applied in approving or disapproving proposed construction.
- (b) Such guidelines may amplify but may not be less restrictive than the regulations and restrictions stated in this Declaration and shall be binding upon all Owners of Lots within the Entire Property provided, however, that such Owners may modify such guidelines with written exception from the Committee.

Summit Creek Place – Declaration of Covenants, Conditions and Restrictions

- (c) Such guidelines shall specifically state the rules and regulations of the Committee with respect to the submission of plans and specifications for approval, time or times within which such plans and specifications must be submitted, and state such other rules, regulations, and policies which the Committee will consider in approving or disapproving proposed construction of or alteration to Improvements.

Section 6. Basis for Approval: Review and approval by the Committee must be based upon the standards set forth in this Declaration and in the Development Guidelines. The Committee shall consider not only the quality of the specific proposal but also its effect and impact upon neighboring Lots, the Entire Property, and the surrounding residential neighborhoods.

Section 7. No liability for damages: The Committee shall not be liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any requirement made pursuant to this Article.

Section 8. Declarant's Obligation: Declarant and existing owners hereby covenant in favor of each Owner and future Owners that all Improvements erected by it shall be architecturally compatible with respect to one another, with this Declaration, and with the Development Guidelines.

Section 9. Architectural Review: No Improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the Improvement have been submitted to and approved in writing by the Committee.

Section 10. Accessory Buildings. Accessory buildings, including, but not limited to sheds, detached garages, playgrounds, and dog houses shall not be installed or constructed without prior consent of the Committee.

Section 11. Fencing. The installation and/or construction of fencing without prior written approval by the Committee is strictly prohibited.

Section 12. Satellites/Antennas. All satellite and/or antennas placed on the lot for purposes of television reception, internet service, or communication assistance, shall be placed in

Summit Creek Place – Declaration of Covenants, Conditions and Restrictions

the least visible area possible on the lot, so as to not be visible from streets and common areas. The Board, at its sole discretion, may implement installation guidelines and/or policies relating to satellites and/or antennas.

**ARTICLE VII
IMPROVEMENTS**

Improvements on Lots shall be constructed strictly in accordance with the following restrictions and requirements:

Section 1. Construction of Improvements: Temporary Structures: No temporary building or other temporary structure shall be permitted on any Lot;

Section 2. Parking Areas: Parking Areas shall be constructed and maintained by the Association for guest parking. Overnight parking in the Association provided guest parking stalls is strictly prohibited. As previously declared herein, no parking of recreational vehicles of any type, including but not limited to, boats, trailers, utility trailers, ATVs, UTVs, snowmobiles, wave runners, jet skis, etc. shall be permitted on the streets within the Community whether privately owned or publicly dedicated.

Section 3. Mechanical Equipment: All mechanical equipment incidental to any building, including roof mounted mechanical equipment, shall be totally enclosed or screened so as to be an integral part of the architectural design of the building to which it is attached or related unless otherwise approved by the Committee.

Section 4. Snow Removal: The Association will be exclusively responsible for removal of snow within the Common Areas, sidewalks and roadways.

Section 5. Tree Removal: No Owner or contractor or agent of any Owner or contractor shall remove any of the existing trees from any Lot (other than trees in which the Committee has allowed to be removed in connection with the approval of an Owner's plans and specifications.) In the event that an Owner, or contractor or agent of any Owner or contractor shall remove any tree from a Lot without first obtaining the written consent of the Committee, the Association shall be entitled to require the Owner to replace any and all trees removed with the same species,

Summit Creek Place – Declaration of Covenants, Conditions and Restrictions

age, and height of tree or trees as the tree or trees removed, which remedy shall be in addition to all other rights and remedies of the Association as set forth in this Declaration.

Section 6. Energy Conservation Equipment. No solar energy panels or other energy conservation equipment or attendant hardware shall be constructed or installed on a Lot without the prior written consent of the Committee.

***ARTICLE VIII
GENERAL PROVISIONS***

Section 1. Severability. If any provision, paragraph, sentence, clause, phrase, or word of this Declaration should under any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

Section 2. Topical Headings and Conflict. The Headings appearing at the beginning of the paragraphs of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration of any paragraph of this Declaration or any paragraph or provision hereof. In case any provisions hereof shall conflict with Utah law, Utah shall be deemed to control.

Section 3. Modification and Amendment. Any modification of or amendment to this Declaration shall become effective upon majority vote by all Lot Owners.

Section 4. Effective Date. This Declaration shall take effect upon recording in the office of the County Recorder of Cache County, Utah.

Section 5. Association Rules and Regulations. In addition to the restrictions and requirements above, the Board from time to time may, by resolution, adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation and use of the Lots and Common Areas as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. Reasonable fines may be levied and collected as an assessment for violations of said rules and regulations and for violations of any restrictions contained in this Declaration. A schedule of fines may be adopted by the Board specifying the

Summit Creek Place – Declaration of Covenants, Conditions and Restrictions

amounts of such fines, and any other provisions or procedures related to the levying of such fines.

DATED this 1st Day of December, 2020.

By:

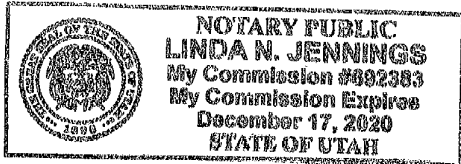
[Handwritten Signature]
Elizabeth Larchar, Manager
OBODO DEVELOPMENT, LLC

ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS
COUNTY OF CACHE)

On this 1st day of December, 2020, personally appeared before me ELIZABETH LARCHAR, Manager of OBODO Development, LLC who being by me duly sworn, and that the said instrument was signed by with proper authority of behalf of said corporation.

[Handwritten Signature]
Notary Public



Summit Creek Place – Declaration of Covenants, Conditions and Restrictions

Exhibit "A"

Exhibit A

All lots & common area in SUMMIT CREEK PLACE, according to the official plat of said subdivision filed September 17, 2019 as Entry No. 1227461, on file and of record in the office of the Recorder of Cache County, Utah.

08-213-0001, 08-213-0002, 08-213-0003, 08-213-0004, 08-213-0005,
08-213-0006, 08-213-0007, 08-213-0008, 08-213-0009, 08-213-0010,
08-213-0011, 08-213-0012, 08-213-0013, 08-213-0014, 08-213-0015,
08-213-0016, 08-213-0017, 08-213-0018, 08-213-0019, 08-213-0020,
08-213-0021, 08-213-0022, 08-213-0023, 08-213-0024, 08-213-0025,
08-213-0026, 08-213-0027, 08-213-0028, 08-213-0029, 08-213-0030,
08-213-0031, 08-213-0032, and 08-213-COMM