

WHEN RECORDED, MAIL TO:

Robert S. Rosing

ROSING DAVIDSON FROST

136 Heber Ave., Suite 205

Park City, Utah 84060

**SIXTH AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE OAKS AT DEER VALLEY**

The Sixth Amendment to the Declaration of Covenants, Conditions, and Restrictions for the Oaks at Deer Valley (the "**Sixth Amendment**") is executed by the Oaks at Deer Valley Homeowners Association, Inc., a Utah nonprofit corporation (the "**Association**").

**RECITALS**

- A. The Association is a Utah nonprofit corporation formed under the Utah Revised Nonprofit Corporation Act.
- B. The Declaration of Covenants, Conditions, and Restrictions of The Oaks at Deer Valley (the "**Declaration**") was recorded with the Office of the Summit County Recorder, State of Utah, on August 7, 1989, Entry No. 311419, at Book 531, Pages 63-105.
- C. The Declaration was amended by the First Amendment to Declaration when recorded with the Summit County Recorder on July 18, 1990 as Entry No. 326967 at Book 571, Page 226 (the "**First Amendment**").
- D. The Declaration was amended by the Second Amendment to Declaration when recorded with the Summit County Recorder on August 11, 1992 as Entry No. 363729 at Book 677 Page 053 (the "**Second Amendment**").
- E. The Declaration was amended by the Third Amendment to Declaration when recorded with the Summit County Recorder on April 1, 1998 as Entry No. 503271 at Book 1132, Pages 679-681 (the "**Third Amendment**").
- F. The Declaration was amended by the Fourth Amendment to Declaration when recorded with the Summit County Recorder on September 22, 2017 as Entry No. 1078108 at Book 2429, Page 521 (the "**Fourth Amendment**").
- G. The Declaration was amended by the Fifth Amendment to Declaration when recorded with the Summit County Recorder on March 6, 2019 as Entry No. 1107129 at Book 2499, Page 0382 (the "**Fifth Amendment**").
- H. The Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment may be referred to individually or in the aggregate herein as the "**Declaration**".
- I. Pursuant to Article VII, Section 5 of the Declaration entitled "Amendment, repeal or revocations," as amended in the Fourth Amendment, an affirmative vote of fifty-one percent (51%) of the Owners of Lots subject to the Declaration is required to amend the Declaration.

NOW, THEREFORE, pursuant to the foregoing, the Association, through its Board of Trustees, hereby makes and executes the following Sixth Amendment to the Declaration, which shall be effective as of its recording date.

1. Defined Terms. Except as otherwise provided in this Amendment, all capitalized terms used in this Amendment shall have the meaning assigned to such terms in the Declaration.

2. Survival of Terms. All terms in the Declaration not otherwise amended herein remain in full force and effect.

3. Article 1 Section 9 of the Declaration is deleted in its entirety. It is replaced with the following:

Section 9. "Design Guidelines" shall mean the rules regarding construction, building, design, and design review adopted by the Board.

4. Article 2 Section 1 of the Declaration is deleted in its entirety. It is replaced with the following:

Section 1. Architectural Committee.

(a) Purpose. It is the intention and purpose of this Declaration to impose Architectural Design Standards of a type and nature that result in Dwellings and Improvements which are compatible with the area landscape. The placement, massing, dimensions, materials, colors, and public view aspects of the Improvements will be guided, but still allow for diversity in style and vitality in design. All Improvements and Dwellings shall be in accordance with the design criteria set forth in the Design Guidelines.

(b) Composition. Election of the Architectural Committee will occur annually as needed based on the need to fill expiring terms of any existing member of the Committee. The Architectural Committee shall consist of three members who are Owners within Oaks at Deer Valley to be elected by simple majority of votes cast by the Owners at the Association's Annual Meeting. Candidates for membership on, or re-election to, the Committee shall be nominated to serve either a one or two-year term. Members of the Architectural Committee serving terms at the time any amendments to this document are adopted shall serve out their original terms, but if the Committee member resigns prior to the end of his or her term any vacancies shall be filled in accordance with the then-current provisions of the amended document. The Architectural Committee shall have and exercise all the powers, duties and responsibilities set out in this instrument and the Design Guidelines as adopted by the Board of Trustees. It is the intent of the Architectural Committee to uphold the Covenants and to protect the owners who have purchased land in Oaks at Deer Valley from any construction which might tend to damage the natural beauty or diminish the general character of the area.

(c) Term of Office. Each member of the Architectural Committee shall serve for a minimum term of two (2) years.

- (d) Resignation of a Member of the Architectural Committee. If a member of the Architectural Committee resigns, the member shall provide the Board of Trustees with written notice of their resignation. The Board of Trustees may then appoint a replacement member. The term of the replacement member will expire at the next Annual Meeting. At that time, the replacement member may run for election in the Annual Election.
- (e) Consultants. The Architectural Committee may retain the services of one or more consultants to assist it.
- (f) Design Guidelines. The Board shall have the authority to adopt, amend, and/or replace Design Guidelines and to establish a design review process upon a majority vote of the Board and in a manner consistent with the Act. Any modification to the Design Guidelines made by the Board must be ratified by a majority vote of the owners at the next Annual Election. The Architectural Committee may make recommendations to the Board for amendments or modifications to the Design Guidelines or the design review process. At the Annual Meeting of the Association, Owners may propose amendments or modifications to the Design Guidelines, and the Board shall take any such recommendations under advisement. The Board will respond to any proposed amendment or modification within sixty days. If the proposed amendments or modifications are rejected by the Board, the owner{s} may request that this proposal be placed on the Annual Election for ratification by majority of the owners.

5. The second and third sentences of Article 2 Section 2 of the Declaration are deleted in their entirety and replaced with the following:

The Architectural Committee may require the payment of review fees, compliance deposits, and other fees, including consultant review fees, as determined by the Architectural Committee, and more particularly set forth in the Design Guidelines.

6. Article 2 Section 3 of the Declaration is deleted in its entirety. It is replaced with the following:

Section 3. Variances. The Architectural Committee may grant variances if the architectural or design requirements set forth herein or in the Design Guidelines would create an unreasonable hardship or undue burden for an Owner. The most common hardship is extended construction time because of supply chain constraints for materials needed to complete a project. In these situations, alternative materials may be proposed and then reviewed for approval by the Architectural Committee to alleviate extended construction times. Variances must be approved by two-thirds of the members of the Architectural Committee and must be in writing. The granting of a variance shall not operate to waive any of the terms and provisions of the Declaration or the Design Guidelines for any purpose except as to the particular property and provision specified in

the variance and shall not affect the Owner's obligation to comply with all governmental laws, regulations, ordinances, and codes applicable to the property, including but not limited to, the Park City Land Management Code.

7. Article 3 Section 4 of the Declaration is deleted in its entirety. It is replaced with the following:

Section 4. Restrictions on Signs. Owners may display signs as permitted by the Association in the Design Guidelines or other rules adopted by the Association.

8. Article 3 Section 6 of the Declaration is deleted in its entirety. It is replaced with the following:

Section 6. Leasing and Non-Owner Occupancy.

6.1 Declaration and Rules Govern Fractional or Similar Ownership.

Notwithstanding anything to the contrary in this Declaration ownership of all Lots shall be governed by the following provisions.

6.2 Definitions.

For the purposes of Section 6, the following definitions shall apply:

i. "Family" means:

- (1) Persons related by blood or marriage to the third degree,
- (2) The grandparent, parent, sibling, child, grandchild, niece, or nephew of an Owner and that Owner's spouse and/or children,
- (3) Persons holding themselves out as a family group, if not formally married or related by blood, or
- (4) In the case of a Lot owned by a trust or other entity created for estate planning purposes, a Person occupying the Lot if the trust or other estate planning entity that owns the Lot was created for the estate of: (1) a current Occupant of the Lot; or (2) the grandparent, parent, sibling, child, grandchild, niece, or nephew of the current Occupant of the Lot.

6.3 Restriction Fractional Ownership.

No fractional or joint ownership of Lots is permitted in any form unless (1) all Owners are individual members of the same Family, (2) there are no more than two unrelated natural persons who constitute the ultimate owners (whether as members, stockholders, interest holders, beneficiaries, or any other kind of owner of an entity), or (3) there are no more than two unrelated Owners who are as direct Owners of the Lot. For clarity, more than two owners are permitted, so long as there are no more than two unrelated Owners. All

units shall be used as single-family residences by the Owner(s) or rented by the Owner(s) as provided herein. By adopting this provision, the Owners of Association intend to and do preclude all forms of timesharing, fraction-sharing, interval ownership, stockholdings, or fractional ownership interest in an LLC or corporate entity that holds title to the property, or any similar program.

No Lot whether leased or owned shall be used in the marketing, offering, or selling of any club membership interest, limited liability company interest, limited partnership interest, program interest, or other interest whereby the interest-holder acquires the right to participate in a time-use or reservation-type system among the interest-holders, or among the interest-holders and others, involving the Lot, or involving the Lot and other alternate or substitute properties, regardless of whether such interest is equity or non-equity, regardless of whether any interest-holder may later opt out of such system, and regardless of whether the time-use or reservation-type system is recorded or unrecorded, fixed or floating, if one or more of the following conditions exist:

- i. the interest is marketed for sale to members of the public, or
- ii. the interest-holders are or were required as a condition of purchase of the Interest to be subject to time-use or reservation-type system among Interest-holders, or among Interest-holders and others.

#### 6.4 Time Share Ownership Prohibited

In addition to all the foregoing provisions of this Section, all use and occupancy arrangements falling within the definition of "timeshare interests" under the Utah Timeshare and Camp Resort Act, Utah Code 57-19-1 et seq. are strictly prohibited by this Section. It is further intended that the definition of Timeshare Program in this Section shall be broader than and not limited by the definition of "timeshare interest" in the Timeshare and Camp Resort Act.

9. The last sentence of Article 3 Section 12 is hereby deleted in its entirety. It is replaced with the following:

Exterior colors of Structures shall comply with the Design Guidelines.

10. The numbers 7,500 and 3,500 in Article 4 Section 2 are hereby deleted and replaced with the numbers 10,000 and 4,000, respectively.

11. Article 4 Section 5 is hereby deleted in its entirety.

12. Article 4 Section 6 is hereby deleted in its entirety.

13. Article 4 Section 10 is hereby deleted in its entirety.

14. Article 4 Section 11(a) is hereby deleted in its entirety.

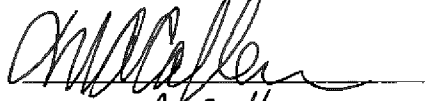
15. Article 4 Section 11(b) is hereby deleted in its entirety.

16. Article 7 Section 1 Subsection (f) is hereby added to read:

(f) In addition to the enforcement remedies above enumerated, the Association is authorized to assess fines for any violation of the Declaration or other governing document adopted by the Association. Fines shall be in the amounts determined by the Board and set forth in the Rules or separate Fine Schedule.

The foregoing amendments were approved by the required vote at a duly called meeting of the Association. The undersigned, as a duly authorized officer of the Association, certifies the foregoing. As specifically amended, the Covenants, Conditions and Restrictions of The Oaks at Deer Valley Subdivision remain in full force and effect.

THE OAKS AT DEER VALLEY  
HOMEOWNERS ASSOCIATION

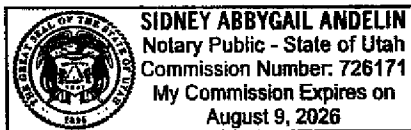


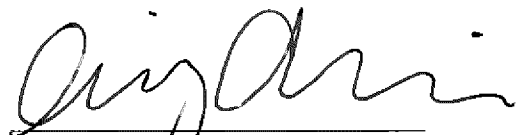
BY: M. A. Callen

ITS: Board Member

STATE OF UTAH            )  
                                  )  
COUNTY OF SUMMIT    )

On the 16 day of April, 2024, personally appeared before me Michael Callen who being by me duly sworn, did say that he is an authorized representative of the Oaks at Deer Valley Homeowners Association, and that the foregoing Amendment was duly approved by the Association.



  
NOTARY PUBLIC

OAKS AT DEER VALLEY SUBDIVISION

LEGAL DESCRIPTION

All lots of Oaks at Deer Valley Subdivision, Patterson and Sonneborn replats inclusive, according to the official plats thereof, recorded in the offices of the County Recorder of Summit County, State of Utah.

PARCEL NOS.

OAKS-1	OAKS-2	OAKS-3	OAKS-4
OAKS-5	OAKS-6	OAKS-7	OAKS-8
OAKS-9	OAKS-10	OAKS-11	OAKS-12
OAKS-13	OAKS-14	OAKS-15	OAKS-16
OAKS-17	OAKS-19	OAKS-20	OAKS-21
OAKS-22	OAKS-23	OAKS-24	OAKS-25
OAKS-26	OAKS-27	OAKS-28	SB-30A
OAKS-31	OAKS-32	OAKS-33	OAKS-34
OAKS-35	OAKS-36	OAKS-37	OAKS-38
OAKS-39	OAKS-40	OAKS-41	OAKS-42
OAKS-43	OAKS-44	OAKS-45	OAKS-46
OAKS-47	OAKS-48	OAKS-49	OAKS-50
OAKS-51	OAKS-52	OAKS-53	OAKS-54
OAKS-55	OAKS-56	PATT-57	OAKS-59
OAKS-60	OAKS-61	OAKS-62-63	OAKS-63-AM
OAKS-64-AM	OAKS-65	OAKS-66	OAKS-67
OAKS-68	OAKS-69	OAKS-70	OAKS-71
OAKS-72	OAKS-73	OAKS-74	OAKS-75
OAKS-76	OAKS-77	OAKS-78	OAKS-79
OAKS-80	OAKS-81	OAKS-82	OAKS-83
OAKS-84	OAKS-85	OAKS-86A	OAKS-88
OAKS-89	OAKS-90	OAKS-91	OAKS-92
OAKS-93	OAKS-94	OAKS-95	OAKS-96
OAKS-97			